## Meeting Procedures

**Outline of Meeting Procedures:**

- The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- The typical order is for consent items, old business, and then any new business.
- Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

**Role of Staff:**

- Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

**Role of the Applicant:**

- The applicant will outline the nature of the request and present supporting evidence.
- The applicant will address any questions the Planning Commission may have.

**Role of the Planning Commission:**

- To judge applications based upon the ordinance criteria, not emotions.
- The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

**Public Comment:**

- The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- The commission may impose time limits for comment to facilitate the business of the Planning Commission.

**Planning Commission Action:**

- The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- The Chair then calls for a vote and announces the decision.

## Commenting at Public Meetings and Public Hearings

**Public comment may NOT be heard during Administrative items, the Planning Division Project Manager may be reached at 801-399-8371 before the meeting if you have questions or comments regarding an item.**

**Address the Decision Makers:**

- When commenting please step to the podium and state your name and address.
- Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- All comments must be directed toward the matter at hand.
- All questions must be directed to the Planning Commission.
- The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

**Speak to the Point:**

- Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- The application is available for review in the Planning Division office.
- Speak to the criteria outlined in the ordinances.
- Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- Support your arguments with relevant facts and figures.
- Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- State your position and your recommendations.

**Handouts:**

- Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- Handouts and pictures presented as part of the record shall be left with the Planning Commission.

**Remember Your Objective:**

- Keep your emotions under control, be polite, and be respectful.
- It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.

# WEBER COUNTY PLANNING COMMISSION MEETING

## MEETING AGENDA

**October 13, 2026**

**Pre-meeting 4:30 p.m./Regular meeting 5:00 p.m.**

- **Pledge of Allegiance:**
- **Roll Call:**

**1. Minutes:** June 2, 2026, June 9, 2026, July 7, 2026, September 8, 2026

**2. Legislative:**

2.1 ZMA2026-07: Bennet Addition Zoning Map Amendment proposal to rezone approximately 10 acres at 4700 West 900 South, and another approximately 5 acres at 5454 West 1150 South, from the A-1/A-2 zones to the TN-Bennet zone.

2.2 ZMA2026-01: Willow Village Zone Map Amendment proposal to rezone approximately 35 acres located at approximately 4650 West 900 South from the A-1 zone to the FB zone.

2.3 ZMA2026-09: Alvord Zoning Map Amendment proposal to rezone approximately 47.46 acres located at approximately 440 S 3600 West from the A-1/A-2 zones to the R1-15 zone and O-1 zone.

2.4 ZMA2026-10: Riverbend Zoning Map Amendment proposal to rezone Riverbend Farms development from the A-1/A-2 zones to the R1-15 and O-1 zones.

2.5 ZMA2026-05: Wagstaff-Nilson Zoning Map Amendment proposal to rezone approximately 85 acres located at approximately 3800 West 400 South from the A-1/A-2 zones to the R1-15 zone.

2.6 ZMA2026-06: Wagstaff North Zoning Map Amendment proposal to rezone approximately 150.37 acres located between 3600 West and 4300 West, and at about 700 North from the A-2 zone to the R1-15 zone and O-1 zones.

**3. Public Comment for Items not on the Agenda:**
**4. Remarks from Planning Commissioners:**
**4. Planning Director Report:**
**5. Remarks from Legal Counsel:**

**Adjourn**

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371before 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 801-399-8371***

Minutes of the Meeting of the Weber County Planning Commission for June 2, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

**Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

**Excused:** Commissioner Wayne Andreotti

**Staff Present:** Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Marta Borchert, Planner Technician.

**Roll Call:** Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

**1. Minutes: May 5, 2026**

Chair Favero called for any corrections or amendments to the minutes; none were noted and Chair Favero declared the minutes approved as submitted.

**2. Administrative items:**
**2.1 UVP040926: Request for preliminary subdivision approval of the Prado at Powder Mountain Subdivision Phase 3, a 17-lot subdivision located in the DRR-1 zone located at the end of Summit Pass Road in Eden.** ***Staff Presenter: Felix Lleverino***

Principal Planner Charlie Ewert introduced the item as an administrative matter, noting that approval is required so long as the applicant meets all applicable code requirements, and that the item is not subject to a public hearing or public comment period.

Mr. Erik Anderson, 3699 West 1400 South, addressed the Commission on behalf of Powder Mountain. He presented the Prado at Powder Mountain Phase 3 subdivision plat, described the project's context within the broader Powder Mountain development, and noted its continuity with previously approved Prado Phases 1 and 2. The proposed subdivision includes 17 single-family residential lots ranging from 2.1 to 4.5 acres, located southeast of Summit Pass Road in the DRR-1 zone. The right-of-way for the proposed private road is 66 feet wide with a 26-foot asphalt surface and curb and gutter totaling 31 feet, with 17.5 feet on each side allocated for snow storage. Mr. Anderson noted that five fire turnarounds have been approved by the Weber Fire District and that all dead-end road segments are 750 linear feet or less, consistent with the adopted 2021 International Fire Code.

Planner Tammy Aydelotte presented the staff report. She confirmed that the subdivision is located within a geologic hazard study area and a natural hazards overlay zone, and that the applicant has submitted the required geotechnical report. She noted that the proposed road rights-of-way, while shown as public on the preliminary plat, are intended to be private, and that this discrepancy would be corrected prior to final plat submission. Ms. Aydelotte drew the Commission's attention to two recurring issues with Powder Mountain subdivision applications: terminal dead-end streets and the master trails plan. Regarding terminal streets, staff has asked the applicant to provide written documentation demonstrating how the proposed cul-de-sacs comply with the county's terminal dead-end street ordinance, noting that the ordinance was adopted after the original development agreement was executed, creating some ambiguity. Staff recommended that this documentation be required as a condition of final subdivision approval. Regarding trails, Ms. Aydelotte indicated that some proposed lot configurations may encroach upon existing public trail alignments, and staff requested an updated master trails plan prior to any further development applications.

Chair Favero and Vice Chair Neville asked clarifying questions about the terminal street standards and the proximity of adjacent roads. Ms. Aydelotte and Mr. Ewert explained that Powder Mountain has consistently cited topographical constraints as the basis for not connecting roads, and that the county's ordinance may or may not apply given the pre-existing development agreement. Mr. Ewert noted that if the applicant submits a defensible legal analysis supporting their compliance, staff would be prepared to move forward; alternatively, the development agreement itself might need to be revisited.

Significant discussion arose regarding fire safety and evacuation. Commissioners noted that Powder Mountain is served by a single primary access road and expressed concern about the cumulative effect of permitting additional density under such conditions.

Mr. Ewert confirmed that the Weber Fire District has required the developer to construct and equip a fire station on-site, that all structures are required to be fully sprinklered, and that Powder Mountain has consistently submitted emergency evacuation plans with each subdivision application, including designated helicopter egress areas. Mr. Ewert acknowledged that the fire district has expressed concern about dead-end streets but noted that state law limits the authority of fire officials to impose requirements beyond the International Fire Code.

Vice Chair Neville raised the question of whether approval should be withheld pending receipt of an updated trails plan. After discussion, staff and legal counsel indicated that because this is an administrative item and the development agreement does not specify trail alignment with precision, the Commission does not have grounds to impose more specific trail requirements at this stage. The Commission was comfortable accepting the trails plan update as a condition of final approval, rather than as a prerequisite to preliminary approval.

Staff recommended approval of the application subject to five recommended conditions, including: demonstration of compliance with the terminal dead-end street ordinance, submission of an updated master trails plan, adherence to geotechnical report recommendations during construction, resolution of engineering comments with Weber County Engineering, and standard final subdivision application requirements.

Commissioner Wichern moved to approve LVP040926, preliminary subdivision approval of the Prado at Powder Mountain Subdivision Phase 3, a 17-lot subdivision located in the DRR-1 zone, located at the end of Summit Pass Road in Eden, based on the findings and subject to the conditions listed in the staff report. Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

**3. Legislative items:**

**3.1 ZTA2026-03: A hearing for the consideration of a proposed amendment to the Form Based Zone's West Weber Street Regulating Plan, Section 104-22-8 of the Weber County Code.** ***Staff Presenter: Charlie Ewert***

Principal Planner Mr. Ewert introduced the item as a legislative matter, noting that the Commission's role is to make a recommendation to the County Commission rather than render a final decision. Mr. Ewert briefly described the proposed map amendment, which refines the West Weber Street Form Based Zone regulating plan by shifting the village center designation slightly westward and providing greater definition to the boundaries between zone designations. The Commission noted that substantial work had been done on this item in prior work sessions.

Chair Favero opened the public hearing.

There were no additional persons appearing to be heard and the public hearing was closed.

Commissioner Lindsey moved to forward a positive recommendation to the County Commission regarding application ZTA2026-03, proposed amendment to the Form Based Zone's West Weber Street Regulating Plan, Section 104-22-8 of the Weber County Code, with the following findings:

1. The amendment will further implement the general plan for the area;
2. The amendment will advance small area planning for the area;
3. The amendment is needed to make the map consistent with the recently amended form-based zoning text; and
4. The amendment will advance the health, safety, and general welfare of the community.

Commissioner Clontz seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

**4. Public Comment for items not on the agenda:**

There were no public comments.

**5. Remarks from Planning Commissioners:**

Vice Chair Neville raised two items. First, he noted for the record that the Form Based Zone map amendment approved under Item 3.1, while disposed of quickly at the meeting, was the product of extensive work session deliberation by staff and the

Commission. Second, Vice Chair Neville asked for clarification on whether the Commission is required to formally solicit conflict-of-interest disclosures at the outset of each meeting. Legal Counsel Liam Keogh advised that there is no procedural requirement to do so at the start of every meeting; rather, individual commissioners bear the responsibility to voluntarily disclose any conflict and determine whether to participate in the relevant discussion. Mr. Keogh offered to conduct a refresher training on the matter.

**6. Planning Director Report:**

In Planning Director Grover's absence, Mr. Ewert reported that the comprehensive set of ordinance amendments the Commission had worked on during the first part of the year — totaling approximately 670 pages — was adopted by the County Commission the prior week. Staff is working to integrate the adopted language into the county code and publish it to the county website. Commissioners were advised to be aware that portions of the online code will be updated in the near term.

Mr. Ewert also provided an update on the Alfonsi development project, which had been presented to the County Commission in a work session. He reported that the project faces a significant infrastructure challenge: the preferred sewer connection route may not be feasible, and the developer is exploring alternatives, including constructing a gravity line to a distant trunk line or installing a new lift station. The County Commission has asked for a financial analysis to determine the cost differential and evaluate whether additional density or an extended timeline is warranted as compensation for the sewer infrastructure investment. Mr. Ewert noted that the developer is also in discussions with neighboring property owners about potential easement options for a more economical routing.

Chair Favero commented that this situation highlights a broader infrastructure planning issue in the area, noting that proactive coordination on sewer corridor routing — particularly along existing roads such as 1400 West and 2550 South — would reduce costs and complications for future development. Mr. Ewert agreed, acknowledging that the county holds responsibility for local sewer collection lines and that the existing sewer master plan was developed under different density assumptions and likely needs to be revisited. He noted that while County Commissioners have generally preferred to allow developers to resolve infrastructure challenges independently, there is growing recognition that a more coordinated, county-level approach may be necessary.

Mr. Ewert also relayed feedback from Commissioner Froerer regarding the design standards included in the motion for the Alfonsi project. He reported that Commissioner Froerer had initially understood the Planning Commission to have prohibited a specific architectural design, but Mr. Ewert clarified to the Commissioner that the motion had instead expanded the range of permissible designs rather than restricting them. Commissioner Brewer was reported to be satisfied with that clarification.

**7. Remarks from Legal Counsel:**

Legal Counsel Mr. Keogh did not have separate remarks beyond his earlier contribution on conflict-of-interest disclosures.

A brief discussion ensued among commissioners and staff regarding the county's ordinance requiring connection to a sewer line when one comes within 300 feet of a property. Mr. Ewert and Ms. Aydelotte noted that while the ordinance exists, it has not historically been enforced, and that state and health department standards do not appear to be as strict. The practical benefit of the ordinance, as noted by Mr. Ewert, is that the health department may decline to approve new septic systems where a sewer line is accessible, which effectively encourages connection without coercive enforcement.

A further exchange was prompted by Commissioner Wichern, who raised concerns about the use of pioneering agreements and proportionality arguments in developer negotiations. Mr. Keogh confirmed that development agreements are fully negotiable between the county and a developer, and that there is no statutory requirement for the county to reimburse a developer for infrastructure costs deemed disproportionate to their project. Mr. Ewert added that although some development agreements include provisions for exploring reimbursement mechanisms—such as Public Infrastructure Districts, Community Reinvestment Areas, or tax increment financing—the county has full authority to require developers to cover infrastructure costs as a condition of approval.

The meeting adjourned at 5:35 p.m.

**Respectfully Submitted,**

*Cassie Brown*

**Weber County Planning Commission**

Minutes of the Work Session of the Weber County Planning Commission for June 9, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

**Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

Members Excused: Sarah Wichern

**Staff Present:** Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Marta Borchert, Planner Technician.

**Roll Call:** Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

**WS1. General plan and the port authority boundary discussion with the Port Authority and local land owners**

Stephanie Pack, Utah Inland Port Authority and Stephanie Russell, Economic Development Director & Government Relations Liaison, presented the Port Authority's annual report covering the past 12 months, which marked the project area's second anniversary. Ms. Russell provided background, noting that the project area encompasses approximately 9,000 acres, located predominantly west of 8300 West, and is limited to industrial and commercial properties. She emphasized that the Inland Port Authority does not hold land use authority — that authority remains with Weber County — and that the County's general plan serves as the primary roadmap guiding development decisions within the project area. Ms. Russell highlighted several significant infrastructure investments completed over the past year. A $5 million loan from the Authority's Infrastructure Bank, paired with a $5 million ARPA legislative appropriation received by the County in 2022, was used to fund a 6-million-gallon-per-day sewer lift station. An additional $25 million special assessment bond was issued through a Public Infrastructure District (PID) for the Promontory Commerce Center/Black Pine development. Ms. Russell was careful to clarify that the combined $35 million infrastructure investment was funded through developer financing and a state legislative appropriation — not from County taxpayer dollars or general fund revenues. Ms. Russell described the Promontory Commerce Center as an approximately 400-acre Phase 1 development and noted that an estimated additional $80 million in infrastructure investment will be needed to fully activate the remaining 9,000 acres over the life of the 25-year project. The tax increment finance mechanism splits generated increment 75% to the project area and 25% to other taxing entities.

The Commission was informed that target industries for recruitment include energy, advanced manufacturing, aerospace and defense, and life sciences — with a particular focus on industries that do not require significant industrial water use, given constraints in the area. Ms. Russell reported that three projects are in active negotiation, with announcements anticipated before year-end. She noted the strategic logistical advantages of the site, including proximity to approximately 500,000 residents within a 30-minute drive and access to the Union Pacific mainline rail corridor, which she described as a significantly underutilized asset. Ms. Russell also described an amendment under development to the Port Authority's existing wetland strategy, which would be broadened into a natural resources policy. This expanded policy would incorporate development guidelines such as dark sky standards and bird-friendly lighting, in addition to responsible wetland mitigation. She noted that 3% of tax increment generated over 25 years is committed to wetland preservation, with projected funds potentially exceeding $10 million, all to remain local to the project area.

Chair Favero asked about the tax increment split, which Ms. Russell confirmed as 75% to the project area and 25% to other taxing entities. He also asked about the Port Authority's position on the preferred alignment of the Legacy Highway extension through the West Weber Corridor. Ms. Russell stated that the Port Authority has been actively providing UDOT and the Wasatch Front Regional Council with absorption schedules and development data to influence the alignment study currently underway. She indicated that the Port Authority is not formally advocating for a specific alignment but is ensuring that decision-makers have accurate data on anticipated growth and development in the area.

Ms. Russell and Ms. Pack discussed infrastructure coordination efforts, including LMSA's development of a sewer conveyance master plan along 12th Street, a planned reversible sewer force main from 5900 West to 9300 West, and partnership negotiations with Westmore and Northern Water as the exclusive water provider within the project area. The Commission was assured that

the infrastructure is being designed to accommodate both industrial and future residential uses, and that adjacent property owners with septic systems would have the option to connect to the new sewer system.

Vice Chair Neville asked how the West Weber Inland Port project area compares in size to the Business Depot Ogden (BDO) and Freeport Center. Ms. Russell indicated that BDO contains approximately 13–14 million square feet of industrial space, while the West Weber area, at buildout, is projected to accommodate closer to 20 million square feet based on conservative absorption schedules from developers over the next 25 years.

Principal Planner Ewert presented maps illustrating both the current general plan designations and a proposed adjustment to align the general plan boundaries with the existing Inland Port project area boundaries south of the railroad tracks and west of 7500 West. The proposed change would shift the mixed-residential buffer that currently appears on the west side of 8300 West to the east side, consistent with the industrial land use pattern, and more accurately reflect the boundaries of the Port project area.

Ms. Russell noted that under the current general plan, at least one parcel within the project area boundary could not be marketed for industrial purposes, and that the adjustment is necessary to remedy this inconsistency.

Chair Favero expressed some reservation about whether mixed-use residential is the most appropriate buffer designation immediately adjacent to heavy industrial (M3) zoning, drawing comparison to residences along Wall Avenue next to BDO. He acknowledged the challenge of integrating residential and industrial uses in close proximity and invited discussion from the Commission.

Ms. Russell suggested that the parcel in question — approximately 900 acres owned by a single property owner in three separate parcels — might be a candidate for a Manufacturing and Technology (M&T) zone designation rather than full M3, which would allow for lighter industrial uses and provide a more compatible transition to adjacent residential development. Planner Ewert confirmed that the general plan as presented already contemplates business office/tech and mixed commercial designations as buffers in similar configurations.

The Commission reached a general consensus that the boundary adjustment is appropriate and straightforward to incorporate into the ongoing general plan update. Chair Favero directed staff to make draft adjustments to the map, consult with the affected landowner regarding the potential M&T designation for the buffer parcel, and return with refined options for the Commission's review. Vice Chair Neville requested that staff provide examples from other jurisdictions where residential uses have been successfully integrated in proximity to industrial development, to help inform future decisions on similar applications.
The Port Authority representatives offered to share examples of symbiotic residential products from other project areas and indicated willingness to coordinate with the landowner regarding land use compatibility.

**WS2. West Weber Freeway Corridor community outreach work session**

Planner Aydelotte introduced the item, explaining that staff has been conducting meetings over the preceding weeks with farmers, landowners, and developers to discuss the preferred alignment for the Legacy Highway extension through the West Weber Freeway Corridor. She distributed handouts containing three maps: (1) the current general plan alignment showing two corridor options, including an alignment along 8300 West; (2) the County's preferred "green" alignment, originally adopted in 2009, and an alternate "red" alignment further west; and (3) two additional UDOT alternatives — "blue" and "purple" — located further east, in the range of 4700 to 8000 West.

Ms. Aydelotte noted that UDOT has not yet communicated a definitive preferred alignment and has not been responsive to County meeting invitations, though she expressed hope that a recent change in UDOT Region 1 leadership might result in a more receptive dialogue. She indicated that developers who met with staff earlier that afternoon have expressed willingness to take a "top down" approach by reaching out directly to state-level contacts, and that the Commission's role in this session was to provide a consensus position to be part of a coordinated communication effort to UDOT.

Chair Favero provided historical context, recalling that a community working group — including himself, representatives from the Wasatch Front Regional Council, County Commissioners, and local landowners — undertook a series of meetings beginning in 2008 to evaluate alignment options. That process resulted in the "green" alignment being identified as the preferred route, which was subsequently incorporated into Weber County's long-range transportation plan. He noted the process went dormant for

approximately a decade and has now re-emerged as UDOT's current planning study advances south toward 4000 South, with construction already funded to 1800 North in Davis County. Chair Favero further noted that the County now has approximately 14,000 approved residential units on the Westbridge development, approximately 3,000 units in the Black Pine/Bennett Farms development, and several million square feet of planned commercial and retail space — all of which were planned around the corridor as previously adopted. He expressed concern that shifting the alignment east would jeopardize those developments.

Chair Favero then invited public input.

John DeGiorgio (5690 South 5130 West) stated that he was a member of the original 2008–2009 alignment study committee and emphasized the agricultural heritage of the north end of the corridor, noting that the entire area is composed of Century Farms. He urged the Commission and UDOT to keep the corridor to the west, where County stakeholders and communities have long anticipated it would be located.

Brandon Green, Flagship Homes, commented that in his experience UDOT weighs general plan designations heavily in making alignment decisions, and urged the Commission not to abandon the plan that has been in place for 20 years. He warned that shifting the alignment east would effectively create an "island" isolating the Inland Port from freeway access and create serious adverse impacts for all the development that has been planned around the western alignment.

An unnamed stakeholder with experience in the Freeport Center area noted that the street network surrounding large industrial facilities is critical, pointing to the difficulties at Freeport as a cautionary example. He also noted the implications for Plain City's general plan, which is currently being developed and needs certainty about the corridor location.

Ben Richey, Wasatch Front Regional Council, offered perspective on UDOT's reluctance to commit to a western alignment, noting that difficulties encountered during the Legacy Highway and West Davis Corridor environmental review processes have made the agency cautious about alignments that may face legal or regulatory challenges — particularly regarding wetlands and Army Corps of Engineers permitting. He expressed confidence in the strength of Weber County's master plan and encouraged the County to continue developing its internal road network in a way that demonstrates readiness for and commitment to the corridor. He noted that the West Weber area is maturing faster than many anticipated, and that legislative support for these state-funded freeway facilities has been growing.

Roger Heslop (1657 South 3700 West) expressed that while he is not personally enthusiastic about the scale of development planned for West Weber, a western freeway alignment is clearly preferable from a cost and practicality standpoint, noting that a more eastern alignment would require multiple river crossings at great expense to the County and would not adequately serve east-west traffic needs.

An additional public comment from an unknown speaker was offered regarding a potential alternate alignment through a privately-owned 80-acre parcel, with the speaker indicating that neighboring landowners to the west — including the Burke and Ortega properties — are open to having the corridor run through their land, and that a modified alignment for 2550 South could be considered if the fish and game property presents an obstacle.

Chair Favero invited each commissioner to state their position on the corridor alignment.

Vice Chair Neville stated that he had heard no argument in favor of an eastern alignment and that all evidence supports the western alignment.

Commissioner Lindsey agreed with the consensus position and noted that public sentiment expressed on social media is also in favor of the western alignment.

Commissioner Clontz stated that all of the County's approved developments were planned around the expected western corridor location and that the alignment should remain there.

Commissioner Andreotti emphasized the economic logic of a western alignment — its superior ability to distribute traffic, serve the Inland Port, reduce pressure on 12th Street, and avoid displacing the many homes that would lie in the path of an eastern alignment.

The Commission reached unanimous consensus in support of the more westerly corridor alignment, consistent with the County's adopted general plan and the 2009 preferred alignment. Planner Ewert identified the desired outcome as a formal letter bearing the signatures of all three County Commissioners, all seven Planning Commissioners, affected landowners, and affected developers, to be submitted to UDOT communicating the County's unified position. Ms. Aydelotte confirmed that developers have taken the initiative to coordinate the outreach effort and that staff will work collaboratively with them on the communication. No formal motion was required as this was a work session item.

The meeting adjourned at 6:35 p.m.

**Respectfully Submitted,**
*Cassie Brown*
**Weber County Planning Commission**

Minutes of the Regular Meeting of the Weber County Planning Commission for July 7, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

**Weber Planning Commissioners Present:** Andrew Favero (Chair), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

**Excused:** Casey Neville (Vice Chair) Wayne Andreotti

**Staff Present:** Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

**Roll Call:** Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

**1. Legislative items:**
**1.1. ZMA2026-04: A request for a public hearing and consideration regarding an application to amend the county's zoning map to rezone approximately 12.3 acres, located at approximately 1940 South, 4700 West, from the A-1 zone to the R1-15 zone. Applicant: Jordan Holmes, Staff: Charlie Ewert**

Principal Planner Charlie Ewert introduced the item.

Valerie Claussen, a representative from Planning Outpost appearing on behalf of applicant Jordan Holmes, presented the rezoning request. She explained that the proposed rezone from A-1 to R1-15 is consistent with the Western Weber General Plan's designation for medium-to-large lots, would facilitate a single-family subdivision of approximately 32 lots, and is compatible with surrounding developments including Westfield High School to the east and single-family residential development to the south. She also noted the applicant's voluntary contribution of $7,500 per lot for parks and recreation trails, with a preference that funds be applied to nearby off-site trail connectivity improvements.

Mr. Ewert supplemented Ms. Claussen's presentation by confirming the project checks the applicable boxes for a rezone and walking the Commission through the staff analysis. He noted the concept plan shows two north-south pathway connections — one along the project's internal road that ties into the adjacent Single Tree Acres subdivision, and one along an irrigation ditch running through the property. Mr. Ewert discussed the question of whether an east-west pathway connection should be required, acknowledging the challenges presented by the adjacent school district property to the east, where a previously negotiated gate easement had not been acted upon. He indicated the applicant was open to exploring alternative trail routing options. He confirmed that standard development standards for the R1-15 zone would apply, that culinary and secondary water letters of commitment had been obtained, and that a standard development agreement template would be used.

Commissioner Sara Wichern inquired about the feasibility of extending the existing pathway from Single Tree Acres southward along the internal road, and whether there would be off-street pedestrian access throughout the community. Mr. Ewert confirmed that all streets would have either a 10-foot asphalt pathway or standard sidewalk, and that the two proposed north-south pathway connections were the primary trail features of the project.

Discussion also addressed potential road improvements on 4700 West. Commissioner Wichern noted that with only approximately 30 lots, the traffic impact may not meet UDOT's threshold to require widening, but expressed support for requiring improvements along the property's frontage on 4700 West, including along the portion owned by the same landowner to the north (the Martini property). Mr. Ewert confirmed this was a reasonable ask and noted that UDOT has already indicated plans to fund turn pockets at the intersection of 4700 West and 2200 South in response to identified traffic issues in the area.

Chair Favero opened the public hearing.

Henry Stoddard, residing at 1994 South 4700 West, stated that he had lived in the area for exactly one year and had observed significant development activity. He expressed concern about the potential loss of mature trees and the area's rural character, and raised questions about the compatibility of new residential neighbors with adjacent agricultural uses such as livestock and

gardens. He also expressed concern regarding traffic volumes on 4700 West, noting the speed limit is already high, and asked whether a traffic analysis had been conducted.

A second speaker, Louise (last name inaudible), spoke in opposition to the proposed density of this development in the area, raising concerns about water availability, traffic congestion on 4700 West, sewer capacity, school capacity, and rising property taxes. She expressed a preference for the historic one-acre lot standard in the community. She wants to live in the country rather than a city and she does not want her future neighbors complaining about the noise, smell, and other things that come with country living. She cited the steep increase in taxes in the last several years and stated that these increased costs are unfair and ridiculous for current residents.

Chair Favero closed the public hearing.

Following the close of the public hearing, the Chair addressed the public comments, explaining that the Commission's role is to evaluate applications against standards adopted through a public process, including the 2022 General Plan update which guided the shift toward medium-density residential development. He acknowledged the difficulty of these changes for longtime rural residents and noted that water resources are closely monitored by responsible water entities and that development is limited to provable water rights. He also noted that state law prohibits the Commission from conditioning subdivision approval on school district capacity.

Mr. Ewert elaborated on the road and infrastructure process, detailing that before any subdivision plat is approved, a comprehensive traffic and engineering review will be necessary. This process involves collaboration with entities such as UDOT, who will assess potential impacts on the highway system and determine any required improvements or changes to current infrastructure. Mr. Ewert explained that the funding for road improvements is sourced from impact fees, which are collected from new developments to ensure that existing taxpayers are not burdened with the cost of enhancing infrastructure to accommodate growth. These fees can be applied to projects like expanding roads, creating turn lanes, and other necessary adjustments to support increased traffic from new subdivisions. Additionally, Mr. Ewert addressed concerns related to neighboring A-1 zoned properties, emphasizing that current agricultural rights will remain unaffected by new development activities. He reassured that these properties would continue to have the right to maintain farm animals, such as horses, cattle, and goats, which aligns with the established A-1 zoning regulations. Addressing potential complaints from new residents regarding agricultural activities, Mr. Ewert conveyed that responses would be straightforward: individuals choosing to reside in these areas are making the conscious decision to move into a farm-country environment, where agricultural activities are part and parcel of the community's character.

The Commission discussed potential improvements on 4700 West and addressed the impacts of the development. Commissioner Wichern raised a concern that, with only 30 proposed lots in the subdivision, the added traffic might not reach UDOT's criteria for mandatory widening. However, she supported the idea of enhancing the road along the subdivision's frontage, as well as the portion of the same property north to the wider area, known as the Martini property.

Responsive to a question from Chair Favero about appropriate improvements for 4700 West and the County’s ability to require such improvements via a development agreement, Mr. Ewert acknowledged that UDOT, recognizing traffic issues, already plans to add turn pockets at the 4700 West and 2200 South intersection, indicating a responsiveness to traffic challenges in the region.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for file ZMA2026-04, an application to amend the county's zoning map to rezone approximately 12.3 acres located at approximately 1940 South, 4700 West from the A-1 zone to the R1-15 zone, with the following recommendations: (1) the concept plan be updated to include road improvements along 4700 West north through the Martini property; (2) the county's typical development agreement template be used; (3) the development agreement memorialize the applicant's voluntary $7,500 per lot parks and trails contribution, with flexibility for all or a portion of the contribution to be used for off-site pathway improvements where feasible; and (4) the Commission determined that the two north-south pathway connections shown on the concept plan are adequate. The recommendation was based on the findings in the staff report that the proposal generally supports the vision, goals, and objectives of the Western Weber General Plan; that the project is beneficial to the overall health, safety, and welfare of the community; and that a negotiated development agreement is the most reliable mechanism for the county and applicant to realize the agreed-upon conditions. Commissioner Clontz seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Vice Chair Neville was not present when this vote was taken.

**1.2 ZTA 2026-04: A request for a public hearing comment on a proposal to amend the Weber County Code. The amendments pertain to minimum setback and height requirements in the F-1 (formerly the FR-1) Zone, uses in the R-3 (formerly FR-3) Zone,**

**and proposed zoning text amendments relating to minimum fencing requirements. Amending and clarifying provisions, repurposing, simplifying or otherwise amending certain zones, certain development standards and certain processes to better tailor Weber County land use ordinances for optimal efficiency and effectiveness of governance of land use and development in the unincorporated areas. to amend uses and minimum setbacks in the F-1 Zone, as well as include adjustments to fencing requirements. Staff Presenter: Tammy Aydelotte.**

Planner Tammy Aydelotte presented the three components of this county-initiated zoning text amendment:

- **F-1 Zone — Ogden Canyon Setbacks and Height:** Ms. Aydelotte explained that the F-1 zone encompasses approximately 160–170 parcels in Ogden Canyon, of which roughly 80–90 percent do not meet the current minimum standards of one acre in area and 150 feet of width. Most parcels are grandfathered lots of record. Of the approximately 37 land use permits issued in the canyon over the past 10–12 years, about 16 percent required a variance from the Board of Adjustment for setbacks — all of which were approved. The County Commission requested staff examine whether the setbacks could be reduced to better reflect actual conditions. The proposed changes would reduce front and rear setbacks from 30 feet to 15 feet, and side setbacks from 20 feet to 10 feet, applicable only to parcels that do not have direct access off Highway 39. A potential increase in the accessory structure height limit from 25 to 30 feet was also presented for the Commission's consideration.

Ms. Aydelotte noted that the general plan identifies Ogden Canyon as a historic, recreational gateway to Ogden Valley, and that considerations of viewshed and character should be weighed alongside the benefit to property owners seeking to rehabilitate or expand older structures. She also noted that all canyon parcels are on septic systems, which would naturally constrain the buildable footprint regardless of setback changes.

The Commission discussed the accessory structure height provision at some length. Commissioner Wichern raised concerns about the visual impact of large accessory structures, particularly tall pole barn-style buildings, as a gateway feature of the canyon. The Chair expressed general support for the setback reductions, noting that loosening the code would likely incentivize rehabilitation of aging structures. The Commission agreed the height question warranted further consideration but did not object to the setback reductions.

- **R-3 Zone — Short-Term and Transient Uses:** Ms. Aydelotte explained that during a prior comprehensive ordinance cleanup effort led by Mr. Ewert, several uses that had been permitted or conditionally permitted in the former FR-3 zone were inadvertently omitted from the successor R-3 zone. The proposed amendment would restore those uses — specifically, short-term rentals as a permitted use, recreation lodges as a conditional use (limited to locations within 1,000 feet of the DRR-1 resort zone), and transient lodging (motel/hotel) as a permitted use. In practical effect, these changes would apply primarily to two small R-3A zoned areas immediately adjacent to Powder Mountain Resort off Summit Pass Road.
- **Fencing Requirements:** Ms. Aydelotte described a proposed clarification and update to the county's fencing ordinance, the primary substantive change being to allow a six-foot fence along the side yard of a corner lot, extending to the rear yard, as long as two feet of clearance is maintained between the fence and the sidewalk. This would address the practical needs of corner lot owners in newer, smaller-lot communities who wish to maximize usable yard space.

Commissioner Wichern expressed concern that the two-foot setback from the sidewalk may not be sufficient to ensure adequate sight distance for vehicles exiting driveways. The Chair shared the same concern, referencing language used by Ogden City tying fence placement to a specific driveway side-triangle standard. The Commission agreed it would be more comfortable acting on the fencing provision after an engineering review and consideration of sight-triangle language could be completed.

Chair Favero opened the public hearing. No persons came forward to be heard and the public hearing was closed.

After a brief discussion, the Commission, with guidance from Legal Counsel Keogh, agreed to forward a positive recommendation on the F-1 and R-3 provisions, recognizing the need to support rehabilitation efforts in Ogden Canyon and to correct omissions from the prior ordinance update affecting the R-3 zone. The proposed amendments intend to reduce setbacks in the F-1 zone, aligning regulations with the historical lot sizes and uses of the area, thus facilitating improvement and expansion opportunities for property owners. Additionally, the R-3 provisions were acknowledged as necessary updates to restore intended transitory and short-term uses in proximity to resort areas.

Commissioner Clontz questioned whether it would be advisable to include site approval for all lots, particularly when it comes to fencing, to reassure neighboring residents. Chair Andrew Favero suggested that clarity was needed to ensure specific approvals are met when fences are involved, rather than a blanket approval for each lot. Emphasizing the importance of having criteria in place, Chair Favero agreed that tabling the fencing discussion until a more thorough review could be completed was prudent and would result in the necessary criteria being developed to determine appropriate fencing guidelines related to site lines. The Commission decided to table the proposed fencing amendment to address concerns about sight distance at intersections, pending further staff and engineering review.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for two components of file ZTA2026-04: (1) the amendments pertaining to minimum setback and height requirements in the F-1 (formerly FR-1) zone, and (2) the uses in the R-3 (formerly FR-3) zone. Commissioner Wichern further moved to table the proposed zoning text amendments relating to minimum fencing requirements until sight-distance criteria for driveways could be further evaluated. Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Vice Chair Neville was not present when this vote was taken.

**2. Administrative:**

**2.1 LVL051926: Consideration and action on a request for preliminary approval of the Longhorn East Subdivision, also known as the Meibos Development. The residential single-family development plan includes 208 lots and 7.5 acres of park space built in accordance with the Meibos Zoning Development Agreement. Located at 6700 West 700 South. Staff Presenter: Felix Lleverino**

Planner Felix Lleverino presented the preliminary subdivision request. Mr. Lleverino described the 64-acre site, noting that primary access would be provided at two points — 7100 West and 6700 West — with internal street connectivity designed to ensure no phase relies solely on a single access point. The development agreement, previously approved by the County Commission, governs the layout and specifies two street types: a 60-foot right-of-way (Street Type B) and a 66-foot right-of-way (Street Type A) designed to accommodate a 10-foot pathway along the east side of the primary north-south road. Mr. Lleverino noted that the preliminary subdivision plan closely mirrors the concept plan from the development agreement, with the notable difference that lots are proposed in an area shown as open space on the original concept, and a detention basin has been added in the southwest corner. A phasing plan was presented showing Phase 1 at 51 lots, which would establish the connecting road between 6700 West and 7100 West at the outset, preventing a dead-end condition. Key infrastructure points included: sanitary sewer via a pressurized line connecting to the Black Pine lift station currently under construction; culinary water from Westmore Water District; and secondary water from Warren Irrigation water rights and a storage/pump system in the Longhorn West area, to be constructed by the developer and ultimately adopted by either Pine View Water Systems or Box Elder Conservation District prior to final subdivision approval. A 7.5-acre public park, to be fully constructed and equipped with water rights by the developer, is to be dedicated to the county and transferred to the Weber County Park District. Mr. Lleverino confirmed that park construction would be escrowed and phased proportionally with each subdivision phase. Off-site road improvements include widening of 6700 West from 900 South to the subdivision entrance, and turn lane improvements at the intersection of 7100 West and 900 South. Street lighting is also required at the 6700 West and 900 South intersection. Mr. Lleverino also noted ongoing discussions with the Warren Irrigation Company regarding pathway access along the canal levee on the north edge of the property, and that if the irrigation company declines, the developer would be responsible for providing the pathway within the subdivision boundary.

The Commission discussed the status of a flashing crosswalk at 7100 West and 900 South, which had been included in the original County Commission development agreement to provide pedestrian access to Reese Park on the south side of 900 South. Mr. Ewert explained that a traffic warrant study conducted by the county engineer determined that a crosswalk is not currently warranted based on existing pedestrian volumes, but acknowledged that conditions will change as development proceeds. The Commission agreed to include the flashing crosswalk recommendation in their motion.

The Commission also discussed conditions 8 and 9 regarding the adjacent Vaquero Village subdivision. Chair Favero stated that condition 9 should require completion — not mere escrow — of all outstanding improvements in the Vaquero Village subdivision before the first phase of Longhorn East is recorded, given that those residents had been dealing with unresolved issues for six or seven years.

Commissioner Lindsey inquired about potential traffic improvements, sharing concerns about the accessibility to Reese Park due to its location across 900 South from the development. He noted that this matter was not addressed in the presented preliminary subdivision plans and emphasized the importance of considering measures such as installing a light or other traffic calming

elements to accommodate the expected foot traffic, despite the development including a considerable park within its own layout. Mr. Lleverino explained that a traffic study was conducted to assess the impact of the development on local infrastructure, particularly focusing on road access via 7100 West and 6700 West. He noted that the development's preliminary subdivision plan includes internal street connectivity, ensuring no phase relies solely on a single access point, thereby preventing dead-end conditions. The study's findings were instrumental in designing the two street types specified in the development agreement: Street Type B with a 60-foot right-of-way and Street Type A with a 66-foot right-of-way to accommodate a 10-foot pathway along the main north-south road. Mr. Ewert elaborated on the findings of the traffic study, clarifying that the primary focus was indeed the road improvements necessary to accommodate the development, specifically addressing the main access points at 7100 West and 6700 West. Ewert reiterated that the traffic impact analysis mainly considered vehicular improvements and that pedestrian safety, although crucial, did not trigger significant immediate concerns that warranted crossing installations at this time. Mr. Ewert also provided a brief update on the Park District's status, noting that while there had been some friction in negotiations, the Park District was relieved to learn the county would require an engineered park design and escrowed construction costs as conditions of final approval. The development agreement provisions were noted as the primary vehicle ensuring park delivery.

Commissioner Wichern moved to grant preliminary approval of the Longhorn East Subdivision (file LVL051926), based on the conditions listed in the staff report, with the following modifications and additions: (1) condition 9 be amended to require that all improvements in the Vaquero Village subdivision be complete — with escrow eliminated — before the first phase of Longhorn East is recorded; and (2) an additional condition requiring the installation of a flashing crosswalk with advanced signage at 7100 West and 900 South. Commissioner Lindsey seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Vice Chair Neville was not present when the vote was taken.

**2.2 LVR061526: Consideration and action on a request for preliminary subdivision approval of the Riverbend Farms Phase 1 Amendment 1 Subdivision, consisting of 10 single family lots within an area previously platted as agricultural open space with additional open space of 3.02 acres being dedicated along the Weber River Corridor. Located at 900 South 3600 West. Staff Presenter: Felix Lleverino**

Commissioner Wichern was excused from the meeting at 6:13 p.m.

Planner Lleverino presented this request, explaining that the Riverbend Farms cluster subdivision (Phases 1 and 2) was previously recorded under the now-repealed cluster subdivision provisions of the county code, allowing lots as small as 9,000 square feet with 60-foot widths. The applicant sought to amend Phase 1 by developing Parcel A — previously platted as agricultural open space — into 10 additional single-family lots on a 6.7-acre area, while dedicating additional open space along the Weber River corridor. The application was processed under the prior cluster code because the applicant had vested rights by submitting before the code change. Mr. Lleverino noted that the combined open space across all phases would decrease from approximately 35 percent to 54 percent — which, while a typographical discrepancy in the record, the staff confirmed remained compliant with the cluster subdivision open space requirements. Access to the new lots would be via 825 South, ultimately connecting to 3600 West, with shared driveways used to limit access points off the collector street. Right-of-way improvements on 3600 West were also required.

Commissioner McCormick raised a question about whether there was a trail easement across the open space parcel at the south end of the development connecting to the river corridor, noting it appeared isolated from the trail segment to the north. Staff acknowledged this as a valid concern and indicated that a trail easement across the open space parcel would be a prudent addition, particularly given the developer's stated intention to pursue additional phases (3 and 4) closer to the river. The Chair expressed some reservations about the layout of lots along 3600 West — noting that what had been an agricultural frontage was being converted to residential use — but acknowledged the application was vested under prior law and that the outcome was an improvement over leaving the open space parcel undeveloped.

Staff confirmed that right-of-way improvements on 3600 West would be required as part of this application.

Commissioner Lindsey moved to grant preliminary approval of LVR061526, the Riverbend Farms Phase 1 Amendment 1 Subdivision, based on all review agency requirements and the conditions listed in the staff report, consistent with the findings that the proposed subdivision conforms to the Weber County General Plan and complies with applicable county code and zoning ordinances.

Commissioner McCormick suggested the Commission hear from the applicant, Lacy Richards. Ms. Richards clarified that the developer plans to pursue phases 3 and 4 closer to the Weber River, which might offer more opportunities for connectivity along the river corridor. Additionally, when asked about potential linkages, she acknowledged that the current open space configuration could benefit from a trail easement across agricultural space to connect trail segments pending further development.

Commissioner Clontz seconded the motion. Commissioners Clontz, Lindsey, McCormick, and Chair Favero voted aye. (Motion carried on a vote of 4-0). Commissioner Wichern and Vice Chair Neville were not present when this vote was taken.

**3. Public Comment for Items not on the Agenda:**

There were no public comments.

**4. Remarks from Planning Commissioners:**

There were no additional remarks from Commissioners.

**5. Planning Director Report:**

There were no remarks from the Planning Director or Planning staff.

**6. Remarks from Legal Counsel:**

There were no remarks from Legal Counsel.

The meeting adjourned to Work Session at 7:01 p.m.

**WS1: Discussion regarding a proposed rezone on Wagstaff property in West Weber.**

Lacy Richards, representing Nilson Homes, presented a preliminary concept regarding a proposed rezone of approximately 86 acres of Wagstaff family property located near 3600 West and 400 South in West Weber — informally described as approximately one quarter mile west of the Riverbend Farms area. The family, following a death in the family last fall, elected to pursue development of the property. She indicated the intent is a straightforward rezone to R1-15, consistent with the General Plan's designation for the area, with no attached housing, no lots smaller than the 6,000 square feet permitted by the zone, and density at or below 2.9 units per acre. She noted that sewer service would be brought in via a deep trunk line running through the property rather than requiring connection to the Heritage development's lift station to the north.

Road connectivity was discussed in some detail among the Commission and Ms. Richards, including the need to plan for improvements to 3600 West, 4300 West, and 400 South as development proceeds, and the potential for future connectivity to surrounding parcels. Staff indicated that the project's development agreement would include standard provisions, with potential trail and open space elements being coordinated with the Park District.

The Commission offered general support for the concept, noting the scale of the property (86 acres) as a meaningful planning opportunity compared to smaller, fragmented parcels. Commissioners and staff briefly discussed water conservation and landscaping approaches, including the trade-offs of xeriscape versus conventional turf, noting that while xeriscape significantly reduces outdoor water use, the upfront cost is substantially higher and may not yet be cost-effective for this type of development. Ms. Richards indicated they continue to encourage water-wise landscaping design where feasible.

No formal action was taken during the work session. Ms. Richards indicated they would return with a formal application once the concept plan is finalized.

The Work Session adjourned at 7:23 p.m.

**Respectfully Submitted,**

*Cassie Brown*

**Weber County Planning Commission**

Minutes of the Regular Meeting of the Weber County Planning Commission for August 11, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

**Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

**Excused:** Wayne Andreotti

**Staff Present:** Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

**Roll Call:** Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

**1. Minutes:** June 2, 2026, June 9, 2026, and July 7, 2026**.**

Chair Favero recommended holding approval of the minutes to the next meeting, noting that several Commissioners had identified discrepancies requiring correction.

Vice Chair Neville moved to table approval of the minutes until the next regular meeting. Commissioner McCormick seconded the motion; all voted in favor. Commissioner Andreotti was not present when this vote was taken.

**2. Legislative items:**
**2.1. GPA2025-03: A public hearing on a Weber County Planning Staff-driven request to amend the Weber County General Plan to include elements from the Ogden Valley General plan for areas outside of the Ogden Valley City Incorporation area. Staff Presenter: Felix Lleverino**

Planning Director Grover introduced the item, noting that the Commission's role is to hold a public hearing, receive public input, and forward a recommendation to the County Commission. He reminded the Commission that the general plan is a guiding document, not an ordinance.

Planner Lleverino presented the proposal. He explained that following the incorporation of Ogden Valley City — which now encompasses Liberty, Eden, portions of Huntsville, and areas surrounding Pineview Reservoir — several areas remain under unincorporated Weber County jurisdiction. These include the Snow Basin resort area, Howard Mountain, North Fork Park, various mountain communities (Evergreen, Sourdough, Sunridge, Cassie Estates), and Ogden Canyon. Mr. Lleverino described the staff-driven process of reviewing the Ogden Valley General Plan, selecting applicable elements, and adapting the language to reflect unincorporated Weber County. Key elements proposed for inclusion encompassed historic areas of Ogden Canyon, dark sky preservation (noting the dark sky park at North Fork as the origin of the county's dark sky efforts), updated land area calculations and statistics, recreation principles, commercial village policies, transportation and mobility elements, and resource management topics including fire management, water resources, and wildlife. He noted that the maps presented gray out the now-incorporated Ogden Valley City area to reflect current jurisdictional boundaries, and that the finished product would be refined further by the county's GIS department.

Commissioner Wichern moved to open the public hearing. Vice Chair Neville seconded the motion, all voted in favor.

No members of the public came forward to comment.

Commissioner Wichern moved to close the public hearing. Vice Chair Neville seconded the motion, all voted in favor.

Vice Chair Neville forward a positive recommendation to the County Commission for file number GPA2025-03 — a staff-initiated proposal to amend the Weber County General Plan to import text and maps from the Ogden Valley General Plan pertaining to lands outside the Ogden Valley City incorporation boundary, with the following findings:

1. The changes are supported by the Weber County General Plan;

2. The proposal serves as an instrument to further implement the vision, goals, and principles of the Weber County General Plan; and
3. The changes will enhance the general health and welfare of Weber County residents.

Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Andreotti was not present when this vote was taken.

**2.2 GPA2026-01 A public hearing on a proposed amendment to the unincorporated area general plan to update the future land use map, update recent growth trends, and to consolidate recent plan amendments into a single cohesive unincorporated county-wide general plan. Staff Presenter: Tammy Aydelotte and Charlie Ewert**

Planning Director Grover introduced the item with the same procedural guidance as the previous item, noting this is an update to the general plan adopted a few years prior — intended to capture incremental changes rather than a wholesale overhaul.

Principal Planner Ewert presented the item. He explained that while staff had hoped to bring draft language consolidating the Western Weber General Plan into a more cohesive unincorporated countywide document, nuances in the existing text required additional wordsmithing. That language will be presented to the Commission next month. For this hearing, he asked the Commission to focus solely on the proposed future land use map changes. Using a before-and-after slider tool, Mr. Ewert walked the Commission through the key map changes:

- **Change 1 — 7500–8300 West Corridor:** Adjustments were made to better align the general plan map with port boundaries the County had previously adopted, and to introduce an office/tech/business park buffer zone between residential areas and more intensive manufacturing or industrial uses. A crosshatch pattern was used to indicate areas suitable for either lighter industrial or office/business park development.
- **Change 2 — River Corridor West of 5100 West:** Previously shown as natural/open green (reflecting FEMA floodplain designations), this area was reconsidered in light of the Westbridge development project and landowner interest in development potential. Mr. Ewert explained that floodplain land in this area has proven feasible to remove from FEMA designation through formal processes, including elevation changes or detention improvements. The revised map shows mixed residential designations (crosshatched orange) for private lands surrounding a state-owned waterfowl management area, as well as potential vehicle-oriented commercial designations. The proposed West Weber corridor road alignment was also revised to route around the state property and follow higher, drier ground, consistent with commitments made through the Westbridge development agreement.
- **Change 3 — 1600/1800 Road Alignment:** The map was updated to show the 1800 South alignment consistently, reflecting the alignment to which the Westbridge project had been committed, rather than the previously shown 1600 alignment.
- **Change 4 — West Weber Village Area near 4700 West/900 South:** The footprint of the potential commercial area was refined to better correspond with actions taken through the street regulating plan and form-based code efforts the Commission had previously recommended. Mixed residential crosshatch designations were added at the corners of the vehicle-oriented commercial area to reflect the intended transitions.

Commissioner Clontz moved to open the public hearing. Commissioner Lindsey seconded the motion, all voted in favor.

Tom McFarland (5579 South 7100 West) spoke in support of the proposal, stating that staff had engaged extensively with area landowners and that all parties he was aware of were supportive. He noted that the prior broad green designation had not accurately reflected the development potential of the land and that this update would open meaningful future options for property owners.

Pat Burns (2702 North Burns Lane) also spoke in support, noting he owns property in the area adjacent to the Black Pine MDT zone. He requested that his parcel — located near the new corridor alignment where a commercial node is planned — be added to the map changes to allow a rezone from R1-15 to a higher density designation such as R3. He indicated he had met with neighboring landowners in all four quadrants who are in agreement with the proposed change, and that a rezone application had been submitted.

Vice Chair Neville moved to close the public hearing. Commissioner Wichern seconded the motion, all voted in favor.

Commissioner Wichern expressed concern about designating higher density in this area before infrastructure — particularly roads

— has had an opportunity to catch up, and asked for additional context on the vision for the area. Vice Chair Neville suggested that the Burns property request and broader density questions be deferred to a future work session, consistent with how other nearby development has been handled, to allow more detailed review.

Commissioner Wichern moved to forward a positive recommendation for item GPA2026-01 — a proposed amendment to the unincorporated general plan to update the future land use map, update recent growth trends, and consolidate recent plan amendments into a single cohesive unincorporated county-wide general plan — with the findings that the proposed amendments will better support current residents by better designing future development in Weber County and will clarify the code to reflect recent changes in the county. Commissioner Lindsey seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Andreotti was not present when this vote was taken.

**3. Public Comment for Items not on the Agenda:**

There were no public comments.

**4. Remarks from Planning Commissioners:**

There were no additional remarks from Commissioners.

**5. Planning Director Report:**

Planning Director Grover invited all commissioners to attend the Utah Association of Counties or equivalent planning conference scheduled for September 9th and 10th at the Layton Conference Center. He noted that registration fees would be covered by the county and asked commissioners to respond to an upcoming email from staff indicating which day they planned to attend. Vice Chair Neville confirmed that the conference satisfies mandatory training requirements. Planning Director Grover also mentioned the Land Use Institute, typically held in October, as an additional recommended conference that brings together planners and realtors for a broad range of perspectives on land use.

**6. Remarks from Legal Counsel:**

There were no remarks from Legal Counsel.

Commissioner Lindsey moved to adjourn to a Work Session at 5:44 p.m. Commissioner Wichern seconded the motion, all voted in favor.

**WS1: ZMA2026-01: Discussion regarding the Willow Village FB rezone and revised concept plan proposal.**

Applicant representative Selvoy Fillerup and applicant Roger Heslop presented the latest revised concept plan for the Willow Village form-based rezone. Mr. Fillerup acknowledged that the current layout as drawn does not yet pencil out financially for the applicant and that the purpose of the work session was to identify which design elements were most important to the Commission so adjustments could be targeted accordingly. Mr. Fillerup presented the revised layout, highlighting several improvements over prior versions: the street layout has been adjusted to align with an approved subdivision to the north across the canal; units are oriented to face outward toward public streets with rear-load garages; and the building mix has been reduced from 7- and 8-plexes to 6-plexes or fewer, consistent with the updated form-based code. He noted one area of conflict in the northwest corner, where the street regulating plan calls for single-family lots that do not fit the parcel geometry well, and suggested addressing that transition through the development agreement. He indicated the overall layout is substantially consistent with the intent of the form-based code, particularly as it relates to the public realm. The revised unit count was reported at approximately 201 units, slightly under the maximum of 208 permitted by the density calculations for the affected acreage. Mr. Heslop spoke candidly about the financial challenges of the project. He noted that despite this being his least expensive land on a per-unit basis among his active projects statewide, the current design results in a projected loss of approximately $250,000. He attributed this to an accumulation of cost pressures: single-fronted roads that do not generate units on both sides, significant impact fees (including water secondary and parks dedication), and the rear-load configuration, which reduces per-unit market value by approximately $10,000. He emphasized that no single factor is responsible, but that the aggregate makes the project unviable as currently drawn.

A substantive discussion followed regarding parking, density, and design. Commissioner Wichern raised concern that with 20-foot-wide garage bays (standard for townhomes in the current market) and no driveways on several units, overflow parking for residents and guests would be inadequate, particularly as most households would likely include two working adults and therefore two vehicles. She also questioned whether the 20-unit-per-acre designation in the mixed-use zone was realistic without apartment-style construction, noting that spreading that density across townhomes results in too little open space and parking. Mr. Heslop acknowledged the parking concern and noted that based on experience at comparable projects, approximately one visitor stall per four units has worked well, but the current plan is closer to one per five. He also confirmed that there is no current market for apartment buildings in this location and that demand would more likely follow the construction of the planned bypass road.

The discussion turned to whether the project should revert to a lower-density single-family zone (R1-50), which would simplify street connectivity but would not achieve the general plan's commercial support density goals or conform to the recently approved future land use map. Mr. Heslop and Mr. Ewert both acknowledged the tension: any design changes that make the project financially viable tend to conflict with either the street regulating plan or the general plan map, while conforming designs are not financially viable for the developer.

Vice Chair Neville suggested that allowing front-facing garages on the eastern public street — specifically to eliminate a private internal road, push units back, and create larger driveways — could improve both parking and financial feasibility. Commissioner Wichern was open to that approach, and Mr. Ewert noted it could be accommodated through the development agreement even if it deviates from the standard form-based code requirement.

The Commission also discussed the relationship of this project to the adjacent parcel previously designated as open space under an expired PRUD. Mr. Ewert noted that while there is no formal conservation easement in place, the density on the neighboring parcel was granted with an expectation of open space on this property, and that obligation remains a matter for legal resolution. He suggested that if the form-based code is applied to this project, it should also be applied to the developed neighboring parcels to avoid non-conformity issues.

Mr. Heslop also raised the possibility of receiving impact fee credits in exchange for constructing road improvements along 900 South toward 4700 West, rather than paying fees directly. Principal Planner Ewert indicated that staff had been considering a similar approach for other projects on 3600 West, and that this model — where the developer installs improvements in advance rather than paying fees into a pool — could work well here and benefit other uses along the corridor, including a nearby school.

At the conclusion of discussion, the Commission directed the applicant to return with two alternative concept plans for a future work session prior to a public hearing:

- **Plan A:** A refined version of the current rear-load layout, with modifications to increase parking and open space (potentially by removing a small number of units), and with a proposal for how impact fee credits could be structured to offset road improvement costs.
- **Plan B:** An alternative layout allowing front-facing garages along the eastern public street, eliminating the private internal road, and similarly addressing parking and impact fee considerations.

The Commission confirmed that retaining rear-load orientation for the majority of units and ensuring adequate parking remain priorities, while acknowledging that some flexibility in how the form-based code is applied — through the development agreement — is available. The applicant indicated the revised plans could be ready within approximately one week.

The Work Session adjourned at 6:49 p.m.

**Respectfully submitted,**

*Cassie Brown*

**Weber County Planning Commission**

Minutes of the Regular Meeting of the Weber County Planning Commission for September 8, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

**Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Jed McCormick, and Sara Wichern

**Excused:** Wayne Andreotti and Kyle "KC" Lindsey

**Staff Present:** Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

**Roll Call:** Chair Favero conducted roll call and indicated Commissioner Andreotti and Commissioner Lindsey has been excused from the meeting; all other Commissioners were present.

**1. Minutes:** August 4, 2026**.**

Chair Favero invited Commissioners to raise any questions or concerns regarding the minutes from the August 4, 2026 meeting. No issues were raised.

Commissioner Wichern moved to approve the minutes of the August 4, 2026 meeting as presented. Commissioner Clontz seconded the motion; all voted in favor. Commissioners Andreotti and Lindsey were not present when this vote was taken.

**2. Administrative items:**
**2.1 CUP2026-07: Request for conditional use approval for outdoor storage on a site with the proposed following uses/structures: sandblasting, painting and powder coating. Project area is located at 9501 W 900 S, Ogden, UT 84404 in the M-3 Zone. Staff Presenter: Tammy Aydelotte**

Planning Director Grover introduced the item, explaining that the Commission's role was to review the application against the code, and if it met the code, approval was required. Public comments are not typically taken for such items.

Casey McKissen, applicant, summarized the intent of his application, clarifying that the outdoor storage was for raw materials temporarily held before processing (powder coating and painting) and immediately loaded onto trucks.

Commissioner Wichern moved to approve file number CUP2026-07, request for conditional use approval for outdoor storage on a site with the proposed following uses/structures: sandblasting, painting and powder coating. Project area is located at 9501 W 900 S, Ogden, UT 84404 in the M-3 Zone, based on the findings and subject to the conditions listed in the staff report. Commissioner McCormick seconded the motion. Commissioners Clontz, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Lindsey were not present when this vote was taken.

**2.2 ZDA2026-04: Request to approve a modified concept development plan for Area B– The Ridge area - in the Recorded Development Agreement for Powder Mountain. Staff Presenter: Tammy Aydelotte**
**2.3 ZDA2026-05: Request to approve a modified concept development plan for Area C– Earl's Village area - in the Recorded Development Agreement for Powder Mountain. Staff Presenter: Tammy Aydelotte**

Planning Director Grover stated that these two items could be approved administratively if the Commission deemed the proposed changes to the development agreement non-substantial. If considered substantial, they could be reclassified as legislative actions.

Erik Anderson, representing Powder Mountain, presented the Concept Area B and C updates. He thanked staff for the report, noting the changes were minimal, primarily involving the shifting of density and road layout in Concept Area B, including land recently acquired from Weber State. He emphasized improved connectivity, particularly for safety, following meetings with the Weber Fire District. For Concept Area C, the changes show connections to Area B and Summit Pass Road, maintaining density but adjusting "bubbles" for future planning. He also clarified that Cache County density, approved in December 2025, is separate and does not add to Weber County's allowed density.

Planner Aydelotte presented a "before and after" map comparison.

- **Concept Area B (The Ridge):** The existing plan showed mixed-use commercial and residential with a cul-de-sac road layout. The proposed plan shifts mixed-use multifamily and commercial areas (remaining on the Weber County side) and introduces single-family density. Crucially, a previous cul-de-sac is extended, improving connectivity.
- **Concept Area C:** The existing plan showed mixed-use and residential with several dead-end roads. The proposed plan reduces mixed-use, consolidates it to a small area on the Weber County side, and introduces loop roads, creating three connections to Summit Pass Road, which staff deemed a significant improvement for traffic circulation given the challenging topography.

Commissioner Wichern raised concerns about roads accessing more Cache County property than Weber County property and the loss of mixed-use on the Weber County side. Ms. Aydelotte clarified that density would be pulled from either Cache or Weber County's approved density at the subdivision stage, and the concept area amendments were necessary for the road layout. Director Grover added that the loss of some mixed-use was not a major issue given the mountain-top location.

Discussion ensued regarding the implications of interlocal agreement with Cache County. Director Grover explained that the interlocal agreement would dictate jurisdiction, and Cache County had already approved their side. Ms. Aydelotte clarified that the interlocal agreement would designate Weber County as the land use authority for development in the area, meaning applications would come through Weber County if approved. Director Grover anticipated the interlocal agreement would be finalized in October.

Commissioner Wichern expressed concern that the interlocal agreement might not be binding on Powder Mountain, allowing them to work directly with Cache County. Legal Counsel Keogh clarified that the interlocal agreement would be binding on Weber and Cache Counties, not Powder Mountain directly, but it would establish the land use authority. Commissioner Wichern reiterated her concern about the leverage being disconnected from the agreement and stated she would look into it further. Ms. Aydelotte agreed with the citizen perspective but noted that as Planning Commissioners, their purview was planning elements, not policy or contract elements, which are County Commissioner decisions.

Vice Chair Neville moved to approve file number ZDA2026-04 - request to approve a modified concept development plan for Area B– The Ridge area - in the Recorded Development Agreement for Powder Mountain, based on the findings and subject to the exhibits included in the staff report. Commissioner Clontz seconded the motion. Commissioners Clontz, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Lindsey were not present when this vote was taken.

Vice Chair Neville moved to approve ZDA2026-05 - Request to approve a modified concept development plan for Area C– Earl's Village area - in the Recorded Development Agreement for Powder Mountain, based on the findings and subject to the exhibits included in the staff report. Commissioner Clontz seconded the motion. Commissioners Clontz, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Lindsey were not present when this vote was taken.

**3. Legislative items:**

**3.1 GPA2026-01: A public hearing on a request to consolidate the Consolidated Weber County General Plan and relevant sections/elements of the Ogden Valley General Plan as they relate to the Ogden Canyon and East Weber areas of Unincorporated Weber County. Staff Presenter: Tammy Aydelotte**

Planning Director Grover explained this item is a public hearing on a staff-initiated request to consolidate the Consolidated Weber County General Plan and relevant sections/elements of the Ogden Valley General Plan as they relate to the Ogden Canyon and East Weber areas of unincorporated Weber County; the action before the Commission is to forward a recommendation to the County Commission.

Planner Aydelotte presented the proposed General Plan amendments.

- **Purpose:** To combine general plan elements due to the recent incorporation of Ogden Valley City and the consolidation of Planning Commissions, aiming for clarity and efficiency.

- **Planning Areas:** The plan now designates four planning areas: West Central Weber, Uintah Highlands, Ogden Canyon, and East Weber. Mr. Grover noted Ogden Canyon was kept separate due to its unique character as a gateway to East and West Weber.
- **Changes:**
    - **West Central Weber & Uintah Highlands:** Content largely carried forward, with updated statistics (e.g., agricultural acres, population, entitlements) to reflect development since 2022. Area-specific considerations apply.
    - **Ogden Canyon:** Defined from the west mouth to the dam, primarily zoned F-1 (Forest 1) with some grandfathered commercial zones. Most parcels are legal nonconforming. The plan emphasizes maintaining character and density, and water quality due to the Ogden River.
    - **East Weber:** Encompasses areas north of Ogden Canyon, including Powder Mountain and Snow Basin resorts (with existing master development agreements). The area is sparsely developed forest land, with limited agriculture. Utilities guidance has been added, noting the lack of sewer systems outside resorts, implying slow development.
- **Document Flow:** Text changes were made for clarity and consistency, correcting clerical errors, but the intent of the General Plan remains unchanged. Consolidated maps of unincorporated Weber County will be included.

Chair Favero requested a review of the General Plan maps and initiated a discussion on agricultural uses. Ms. Aydelotte presented the maps and used the geo-gizmo to orient the Commission to the East Weber and West Weber Planning areas, respectively. She illustrated the contrast between the significant agricultural lands in the West Weber planning area with the more limited agricultural activity in the forested East Weber area.

Ms. Aydelotte noted that the General Plan would be amended over time and suggested that any missed items or minor text changes could be addressed through future amendments or by informing staff.

Commissioner Wichern moved to open the public hearing. Commissioner McCormick seconded the motion, all voted in favor.

No members of the public came forward to comment.

Commissioner McCormick moved to close the public hearing. Vice Chair Neville seconded the motion, all voted in favor.

Vice Chair Neville moved to forward a positive recommendation to the County Commission for GPA 2026-01, a planning staff-driven application to amend the Weber County General Plan to import text and maps from the Ogden Valley General Plan pertaining to lands outside the Ogden Valley City Incorporation boundary. The findings supporting this motion were that the changes are supported by the Western Weber General Plan, serve to implement the vision, goals, and principles of the Weber General Plan, and will enhance the general health and welfare of Weber residents, with Exhibit A in consideration. Commissioner Clontz seconded the motion. Commissioners Clontz, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Lindsey were not present when this vote was taken.

**3.2 ZTA2026-05: A public hearing to amend certain provisions of Weber County Code related to Code Enforcement such that "inoperable or abandoned vessels" may be taken into consideration. Staff Presenter: Tammy Aydelotte**

Planning Director Grover noted this was another staff-initiated request and the action before the Commission is to forward a recommendation to the County Commission.

Planner Aydelotte explained that staff is proposing to add a new definition for "inoperable or abandoned vessel" (encompassing all watercraft) to the County's land use ordinance, mirroring the existing definition for vehicles. This change was prompted by code enforcement issues and would allow for single court proceedings for violations.

Vice Chair Neville moved to open the public hearing. Commissioner Wichern seconded the motion, all voted in favor.

No members of the public came forward to comment.

Commissioner Wichern moved to close the public hearing. Commissioner Clontz seconded the motion, all voted in favor.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for file number ZTA2026-05: A

public hearing to amend certain provisions of Weber County Code related to Code Enforcement such that “inoperable or abandoned vessels” may be taken into consideration, based on the findings included in the staff report. Commissioner McCormick seconded the motion.Commissioners Clontz, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Lindsey were not present when this vote was taken.

**4. Public Comment for Items not on the Agenda:**

There were no public comments.

**5. Remarks from Planning Commissioners:**

Vice Chair Neville thanked staff and Weber County employees for making the large packet of information easy to understand; he expressed appreciation for their efforts. Commissioner Wichern and Chair Favero echoed these sentiments, praising staff for the clarity of their presentations.

**6. Planning Director Report:**

Planning Director Grover thanked the Commissioners for their willingness to hold a special meeting last week, despite it being cancelled due to the applicant's unpreparedness, and for accommodating it this evening. He also thanked those planning to attend the upcoming ULI conference in October and expressed appreciation for their service.

**7. Remarks from Legal Counsel:**

There were no remarks from Legal Counsel.

Commissioner Clontz moved to adjourn to a Work Session at 5:41 p.m. Commissioner McCormick seconded the motion, all voted in favor.

**WS1: West Creek Proposed R-3 Rezone and General Plan Amendment of 30 acres, located at 6150 West 900 South , Parcel 10-35-0072 with Pat Burns.**

Applicant Pat Burns presented his proposal for a rezone of a 30-acre parcel at 6150 West 900 South (Parcel 10-35-0072) from R1-15 to R-3 or R1-5. He explained that he had previously sought R1-15, which was approved by the Commission but held by the County Commissioners pending sewer infrastructure development. The property is adjacent to the Black Pine M-T zone, which is expected to bring several thousand new jobs, necessitating attainable housing. He noted had engaged with surrounding landowners, all of whom (highlighted in green on his map) were in favor of working with him, with some expressing interest in similar rezoning for their properties. He confirmed that the Black Pine lift station, to which he had contributed significantly ($132,000 and engineering assistance), could handle the increased capacity resulting from the project. He presented two development options:

1. **Original Plan:** Featured townhomes and smaller lots, with a density of approximately 190-199 doors.
2. **Revised Plan (per Gage's request):** Placed townhomes along 12th Street as a buffer, with smaller lots scattered throughout, resulting in approximately 223 doors.

He clarified that R-3 zoning would allow townhomes directly, while R1-5 would require a development agreement for townhomes. His primary goal was to provide attainable for-sale housing, not for-rent products, and was open to deed restrictions to ensure this. He emphasized that the density would be significantly lower than the 18 units per acre allowed in R-3.

Commissioners provided feedback:

- **Commissioner Wichern:** Expressed concern that R-3 was "a little out there" for the area. She preferred R1-15 with increased density and a focus on single-family units with price limits, similar to the GDC development, rather than high-density townhomes. She suggested a mixture of smaller and slightly larger lots. Mr. Burns explained the market shift from apartments to townhomes and now to smaller, attainable lots (the "missing middle"). He was open to small attainable lots if townhomes

were not preferred, or incorporating twin homes for cost reduction. He also suggested using townhomes as a barrier along 12th Street, with mansion housing or 4-plex units behind.

- **Vice Chair Neville:** Agreed that smaller attainable lots were more appropriate for the area, acknowledging the need for housing affordability. He also raised the potential impact of a proposed highway and interchange nearby, questioning if the area should be zoned commercial in the long term.
- **Principal Planner Ewert:** Noted that commercial zoning might make sense in 20 years if the freeway materializes, but currently, the area lacks the rooftops to support significant commercial development beyond a truck stop.
- **Commissioner McCormick:** Supported higher density and townhomes to reduce costs and make housing more attainable for younger generations, emphasizing that reducing frontage costs (e.g., 50-foot lots instead of 80-85 feet) significantly impacts affordability. He also suggested building homes without garages initially, allowing homeowners to add them later. He stressed the importance of well-designed townhomes to overcome their past negative perception.
- **Commissioner Clontz:** Agreed with the need for housing, especially for younger buyers, and did not necessarily "hate" townhomes on a busy road like 12th Street. She inquired about the neighbors' intentions for their properties.
- **Commissioner Wichern:** Reiterated her preference for R1-15 with increased density and a versatile product mix, including "Lego" homes (expandable starter homes) and Nelson's mansion homes (main home with two attached townhomes). He also stressed the importance of adequate parking in higher-density developments, citing issues in existing subdivisions.

Mr. Burns confirmed that his previous R1-15 application likely expired after a year. He sought guidance on an appropriate density for his next proposal. Chair Favero polled the Commission and there was a general consensus for R1-15 zoning, or 4 to 5 units per acre. They agreed that 6 units per acre was too dense. Mr. Burns indicated he will work with staff to adjust this application before appearing before the Planning Commission again.

The Work Session adjourned at 6:36 p.m.

**Respectfully Submitted,**

*Cassie Brown*

**Weber County Planning Commission**

# Staff Report to the Weber County Planning Commission

*Weber County Planning Division*

## Synopsis

### Application Information

**Application Request:** File# ZMA2026-07, Bennet Addition: A zoning map amendment to incorporate approximately 34.59 acres across five parcels into the existing Bennet Master Planned Development, with designation as TN-Bennet.
**Agenda Date:** October 13, 2026
**Applicant:** Bennet LLC, Representative: Genneva Blanchard
**File Number:** ZMA2026-07
**Frontier Project Link:** https://frontier.co.weber.ut.us/p/Project/Index/27039

### Property Information

**Approximate Location:** Two additions abutting the southern edge of the Bennet development: one near 1150 South at the southwest corner and one near 4700 West at the southeast corner.
**Current Zone(s):** A-1 and A-2 Zone
**Proposed Zone(s):** TN-Bennet, a project-specific designation within the Traditional Neighborhood (TN) zone

### Adjacent Land Use

**North:** Bennet Master Planned Development/Agriculture **South:** Agricultural and Large Lot Residential
**East:** Bennet Master Planned Development/Agriculture **West:** Agricultural and Large Lot Residential

### Staff Information

**Report Presenter:** Charlie Ewert
cewert@webercountyutah.gov
801-399-8763
**Report Reviewer:** RG

## Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 104, Chapter 2 (Agricultural Zones); and applicable provisions governing the Traditional Neighborhood (TN) zone and TN-Bennet development.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

*Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.*

The Bennet Master Planned Development was previously considered under File #ZMA2024-16. Its development agreement was recorded January 8, 2026, as Entry No. 3400197. The original project encompasses approximately 550 acres and establishes a master-planned neighborhood framework regulated by the TN-Bennet designation, a transect map, and the recorded development agreement.

The applicant, Bennet LLC, now proposes to add five adjoining parcels totaling approximately 34.59 acres. A 5.25-acre parcel abuts the southwest corner of the original project along 1150 South. The remaining four parcels, totaling

approximately 29.34 acres, abut its southeast corner near 4700 West. The resulting amended project would encompass approximately 584.59 acres, based on the original approximate acreage.

The proposal includes a revised transect map encompassing the additional land. No other changes to the project framework, development intensity, street network, parks, or development agreement provisions have been identified. The applicant intends for the added parcels to become subject to the existing development agreement, as appropriately amended to incorporate them.

## Policy Analysis

The proposed amendment is limited to incorporating adjoining land into an existing, previously approved master-planned development. The general plan already anticipates the proposed development pattern. The revised transect map provides the mechanism for assigning the added properties to the project's established neighborhood framework.

The six general rezone considerations – general plan consistency, compatibility, adjacent-property impacts, adequacy of services, natural resources, and transportation – were addressed extensively in the original Bennet staff report (prepared for the June 10, 2025 PC meeting). For this limited addition, the primary consideration is whether the added properties can be integrated into the same development framework. Their adjacency to the existing project, the General Plan's anticipated land use, and application of the existing development agreement support such integration. Site-specific development and infrastructure requirements will continue to apply through the agreement and subsequent development review.

The revised transect map and the legal description of the expanded project boundary should be incorporated into the development agreement through the appropriate amendment process. The map should clearly distinguish the newly added properties and their applicable transect districts.

*Public Notice Correction.* The original notice inadvertently included only the easternmost 10 acres of the proposed 30-acre property. A corrected notice was mailed seven days before the hearing, rather than the required 10 days, adding five previously unnotified property owners. To ensure adequate public participation, staff recommends that the Planning Commission consider and make a recommendation on the entire property as scheduled, then hold a second, properly noticed public hearing at its next meeting to reconsider or reaffirm its recommendation before the County Commission takes final action.

*Staff recommended transect map adjustment.* The proposed transect map, which is substantially based on the applicant's already approved map, shows a street intersecting with 4700 West is not likely to meet UDOT's minimum 660' distance from the existing 900 South. Further, staff is concerned that as development occurs, getting to West Weber Elementary will require traffic leaving this development to turn right (south) onto 4700 West, then make an immediate left (east) onto 900 South. Staff would not have this concern if 4700 West was a county controlled local or collector road. But where it is a state controlled arterial road, staff suggest aligning the intersection further south with the existing 900 South and 4700 West intersection, as shown in Figures 1 and 2.

**Figure 1 and 2: Proposed Layout (Left) and Staff Recommended Conceptual Adjustment (Right)**



## Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission for File #2026-07, Bennet Addition, to rezone approximately 34.59 acres from A-1 and A-2 to TN-Bennet, subject to the following:

1. Incorporating the added parcels and proposed transect map into the existing Bennet development agreement.
2. Adjusting the proposed transect map, and any other map in the existing development agreement, to accommodate for the 900 South intersection alignment.

This recommendation is supported by the following findings:

1. The proposed addition is consistent with the anticipated land use pattern of the general plan.
2. The subject properties abut the existing Bennet development and can be governed under its established TN-Bennet master-planning framework.
3. Applying the existing development agreement, as amended to include the added properties, provides continuity of development standards and obligations.
4. The proposal is will not adversely affect the public's health, safety, or welfare.

## Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

**Motion for positive recommendation as-is:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, based on the findings in the staff report.

**Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, but with the following additional edits and corrections:

*Example of ways to format a motion with changes:*

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [ desired edits here ].*
3. *Etc.*

I do so with the following findings:

*Example findings*:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

**Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet. I do so with the following findings:

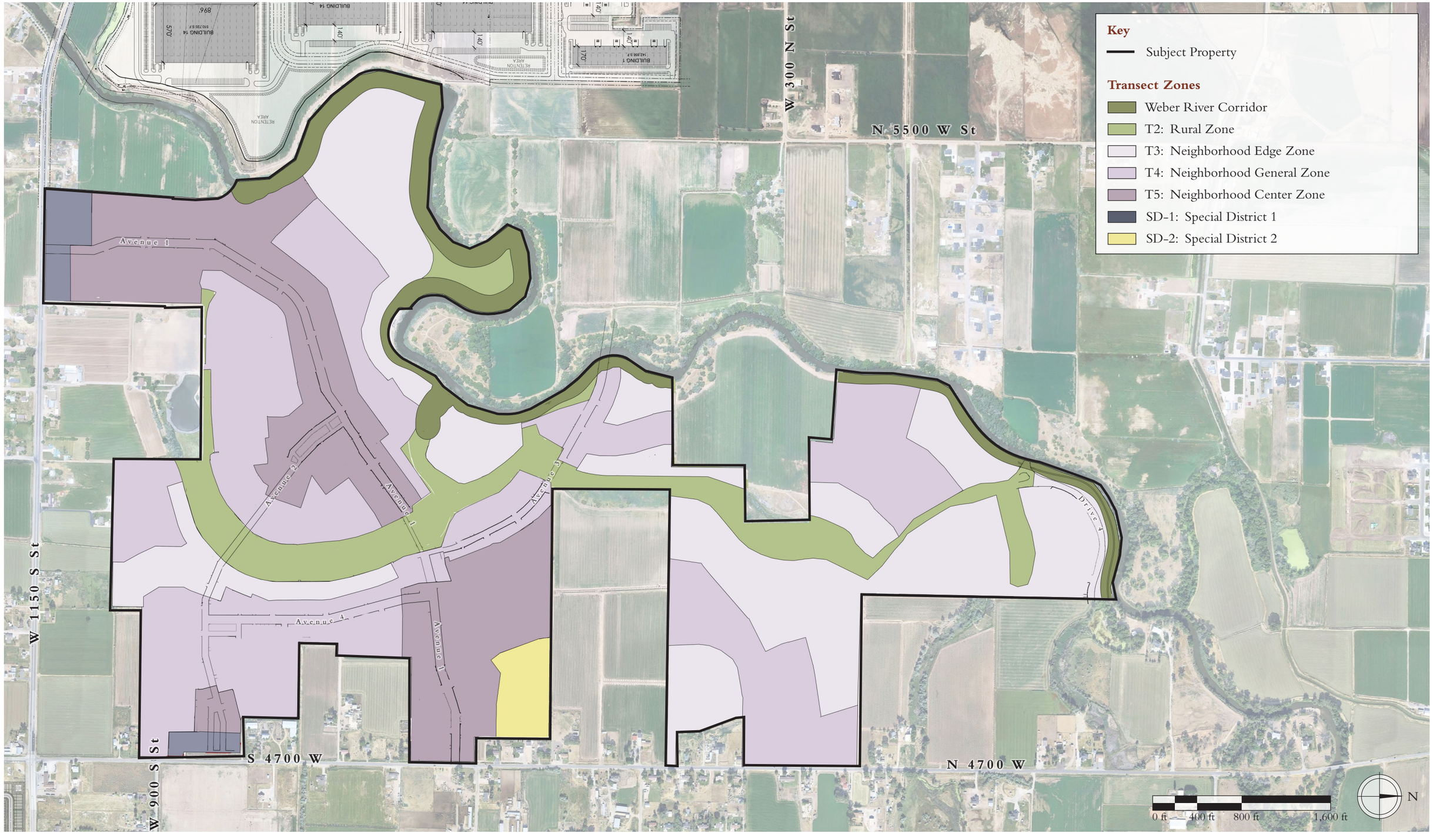
*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____ add any other desired findings here _____].*

## Exhibits

Exhibit A: Application
Exhibit B: Omitted
Exhibit C: Omitted
Exhibit D: Omitted
Exhibit E: Staff-Generated Development Agreement Amendment.

# Exhibit A: Application Information


Key
Subject Property
Transect Zones
Weber River Corridor
T2: Rural Zone
T3: Neighborhood Edge Zone
T4: Neighborhood General Zone
T5: Neighborhood Center Zone
SD-1: Special District 1
SD-2: Special District 2
W 300 N St
N 5500 W St
Avenue 1
Avenue 2
Avenue 1
Avenue 3
Drive 1
Avenue 4
Avenue 1
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
0 ft
400 ft
800 ft
1,600 ft
N

TAYLOR WEST WEBER WATER DISTRICT
**2815 WEST 3300 SOUTH**
**WEST HAVEN, UTAH 84401**
**801-731-1668**
7/27/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

**To Whom It May Concern:**

Taylor West Weber Water Improvement District ("the District") has received notice of an application to rezone property located at approximately **5100 West, from 900 South to 700 North**, commonly known as the **Gibson Property**, located in unincorporated Weber County and identified as Parcel Numbers. **15-326-0001, 15-050-0010, 15-054-0017, 15-050-0011, and 15-054-0031**.

Based on the information currently available, the District has sufficient capacity to support the proposed rezoning as described in the attached application. The District provides **culinary water service only**.

The developer has been advised that there are two options for obtaining the required water capacity:

1. Transfer sufficient underground water rights to the District, including changing the points of diversion to Taylor West Weber Water Improvement District; or
2. Pay the applicable **Weber Basin Water Conservancy District water right impact fee**.

The District's current impact fee study requires **0.35 acre-feet of water per equivalent residential unit (ERU)**.

Pressurized secondary water is currently available in the area. Therefore, connection to **Hooper Irrigation Company** for secondary irrigation water will be required.

Once a development plan is submitted, the District's engineering department will conduct a detailed review. The proposed water system improvements must be reviewed and approved by both the District Engineer and the Board of Directors before a Final Will-Serve Letter can be considered. Following plan review, the District will issue a Will-Serve Letter outlining all applicable requirements that must be satisfied before subdivision approval and prior to the issuance of building permits.

As part of the engineering review, the District will perform a hydraulic model to evaluate system capacity and available fire flow. Based on the results of that analysis, additional improvements, including upsizing of existing or proposed water mains, may be required to meet District standards.

**This letter is not a feasibility determination, Preliminary Will-Serve Letter, or Final Will-Serve Letter.** It is provided solely as an acknowledgment that the District supports the proposed rezoning application based on the information currently available. Any future water service is subject to completion of the District's review process and compliance with all District standards, policies, fees, and Board approvals.

This letter is subject to ratification by the Taylor West Weber Water Improvement District Board of Directors at its meeting scheduled for **August 17, 2026, at 4:30 p.m.**

If you have any questions, please feel free to contact me.

Sincerely,

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


S 5900 W ST
500 S ST
W 500 S
US HWY 6/50
134
1100 S ST
W 1150 S
1150 S ST
5250 W ST
5200 W ST
SOUTHERN PACIFIC RAILROAD RR
135

# Central Weber Sewer Improvement District

July 27, 2026

Charlie Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Bennet (additional parcels)
Sanitary Sewer Service
Will Serve Letter

Charlie:

At the request of Blackpine to provide sanitary sewer treatment services to the subdivision called Bennet (additional parcels), a development of 200 Residences located approximately 4700 W. 1200 S. Weber County. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.

2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.

3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:

*Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.

6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Project Manager

CC: Kevin Hall, Central Weber Sewer
Paige Spencer
Chad Meyerhoffer, Weber County
genneva@theblackpinegroup.com

# Exhibit D: Staff-Generated Development Agreement Amendment.

**FIRST AMENDMENT**

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**And**

**BENNET LLC, a Utah limited liability company**

**For the**

**BENNET MASTER PLANNED DEVELOPMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this **"Amendment"**) is entered into by and between WEBER COUNTY, UTAH (the **"County"**), a political subdivision of the State of Utah, and BENNET, LLC, a Utah limited liability company (the **"Master Developer"**). The County and Master Developer are the "Parties." This Amendment becomes effective as provided in Section 8 below.

## RECITALS

A. The Parties entered into the Development Agreement for the Bennet Master Planned Development, recorded January 8, 2026, as Entry No. 3400197 (the **"Original Agreement"**).

B. The Original Agreement governs the Property described therein and anticipates incorporation of adjacent or contiguous land through boundary changes under Section 8.16.

C. Master Developer has requested that approximately 34.59 additional acres, consisting of the five parcels identified in Schedule 1, be added to the Bennet Master Planned Development (the **"Additional Property"**). The Additional Property is contiguous to the existing project and is proposed to be rezoned to the TN-Bennet designation.

D. The purpose of this Amendment is to add the Additional Property to the defined Property and Project, update the relevant exhibits, and apply the Original Agreement's existing rights and obligations to the Additional Property without otherwise renegotiating its substantive terms.

E. The Parties acknowledge that the addition increases the acreage used to calculate maximum residential primary dwelling units under Section 8.2.1 and affects open space under Section 8.9.1, and is therefore being processed as a Substantial Amendment under Section 9.

F. This Amendment is conditioned upon all necessary land use approvals, including the associated zoning map amendment, and execution by the Parties, and transfer of the Additional Property to Master Developer.

## AGREEMENT

1. **Incorporation and Interpretation.** The foregoing recitals and the schedules and exhibits to this Amendment are incorporated herein. Capitalized terms not separately defined retain their meanings in the Original Agreement. In the event of a direct conflict between this Amendment and the Original Agreement, this Amendment controls solely as to the matters expressly amended.

2. **Addition of Property.** Upon the effectiveness of this Amendment and the associated rezone, the Additional Property described in Schedule 1 and legally described in Replacement Exhibit A shall be included in the "Property" and "Project" under the Original Agreement. Pursuant to Section 8.16 of the Original Agreement, the Additional Property and its development shall be subject to the TN-Bennet zone and all applicable terms, conditions, rights, and obligations of the Original Agreement, including density, open space, infrastructure, design, and phasing provisions.

3. **Replacement Exhibits.** The following exhibits to the Original Agreement are amended and replaced in their entirety by the correspondingly designated Replacement Exhibits (Replacement Exhibits) attached to this Amendment: Exhibit A (Property Legal Description), Exhibit B-1 (Property Graphic Depiction), Exhibit B-2 (Property Depiction of Prior Zones), Exhibit C (Conceptual Design Code), Exhibit D (Project

Land Plan) and Exhibit E-1 (Major Street Transportation Plan). No replacement exhibit is effective unless attached to this fully executed and recorded Amendment.

4. **Density and Open Space.**
    a. The Maximum Residential Primary Dwelling Units shall continue to be calculated under Section 8.2.1 of the Original Agreement using the total acreage of the Property as amended.
    b. Open space shall continue to be determined and provided under Sections 8.3.2 and 8.9 and other applicable provisions.
    c. No fixed unit allocation, revised open-space ratio, or exception to any existing requirement is created by this Amendment.
5. **Prior Zones and Reversion.** For purposes of the definition of "Prior Zone" and the expiration and reversion provisions of Section 2.2.1, the prior zoning of the Additional Property shall be the A-1 and A-2 zoning applicable immediately before the associated zoning map amendment, as depicted in Replacement Exhibit B-2. The Parties do not modify the operation of Section 2.2.1.
6. **Existing Rights, Obligations, and Term.** Except as expressly modified herein, the Original Agreement remains in full force and effect. This Amendment does not terminate, replace, or restart the Original Agreement, alter its original Effective Date or Term, or release any previously accrued obligation or vested right. The Parties intend this instrument to amend the Original Agreement, not to constitute a new development agreement.
7. **Approvals; Effective Date; Recording.** Without changing the Effective Date of the Original Agreement, this Amendment shall not become effective as to the Additional Property before the later of:
    a. Approval of the associated zoning map amendment and this Amendment by the Board of County Commissioners;
    b. Execution by the Parties;
    c. Recordation of this Amendment and its complete replacement exhibits in the records of the Weber County Recorder.
8. **Recordation and Incorporated Original Agreement.** A reference copy of the Original Agreement is included with this Amendment as Exhibit F for reference and incorporation by identification. The controlling original instrument is the executed and recorded Development Agreement, Entry No. 3400197. This Amendment and the Replacement Exhibits shall be recorded as an amendment to that instrument.
9. **Miscellaneous.** The Original Agreement's provisions concerning notices, assignment, default, dispute resolution, covenants running with the land, governing law, and counterparts apply to this Amendment to the extent relevant. This Amendment may be executed in counterparts.

# SIGNATURES

**"County"**
**Weber County, a body corporate and politic of the State of Utah**

By: _____

*Gage Froerer*
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**OWNER'S CONSENT AND ACKNOWLEDGMENT:**

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

BENNET, LLC, a Utah Limited Liability Company

By: _____

Print Name: _____

Title: _____

Date: _____

Owner Acknowledgement

State of _____)

)ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of BENNET, LLC, a Utah limited liability company.

_____

NOTARY PUBLIC

## SCHEDULE 1. ADDITIONAL PROPERTY

| Parcel ID | Approx. acres | Prior zone |
|---|---|---|
| 15-326-0001 | 5.25 | A-2 |
| 15-050-0010 | 5.75 | A-1 / A-2 |
| 15-054-0017 | 3.80 | A-1 / A-2 |
| 15-050-0011 | 6.75 | A-2 |
| 15-054-0031 | 13.04 | A-1 |

Total approximate acreage: 34.59 acres.

## EXHIBITS ATTACHED:

The following exhibits are attached. Any exhibit named "Replacement Exhibit" is an exhibit of this Amendment and hereby supersedes its respective exhibit in the Original Agreement. Any exhibit no so named is only an exhibit of this Amendment.

- Exhibit A: Replacement Exhibit A - Complete recordable legal description of all Property, including Additional Property.
- Exhibit B-1: Replacement Exhibit B-1 - Revised boundary graphic.
- Exhibit B-2: Replacement Exhibit B-2 - Revised prior zoning graphic showing A-1 and A-2 areas.
- Exhibit C: Replacement Exhibit C - Revised Conceptual Design Code.
- Exhibit D: Replacement Exhibit D - Revised Project Land Plan.
- Exhibit E-1: Replacement Exhibit E-1 - Revised Major Street Transportation Plan, only if changed.
- Exhibit F: Original Agreement.

**EXHIBIT A**

**REPLACEMENT EXHIBIT A - COMPLETE RECORDABLE LEGAL DESCRIPTION OF ALL PROPERTY, INCLUDING ADDITIONAL PROPERTY.**

**Legal Description of "Additional Property":**

**15-326-0001:**

ALL OF LOT 1, K & K MOO VIEW SUBDIVISION, WEBER COUNTY, UTAH.

**15-050-0010:**

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTEROF SECTION 17; THENCE NORTH 3.1 CHAINS; THENCE NORTH 89D36'WEST 20 CHAINS; THENCE SOUTH TO SOUTH QUARTER SECTION LINE;THENCE EAST 20 CHAINS TO BEGINNING.

**15-054-0017:**

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATTHE NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCESOUTH 1.9 CHAINS; THENCE NORTH 89D36' WEST 20 CHAINS; THENCENORTH 1.9 CHAINS TO SECTION LINE; THENCE EAST 20 CHAINS ALONGSECTION LINE TO THE POINT OF BEGINNING.

**15-050-0011:**

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING 3.47 CHAINS NORTH OF THE SOUTHWEST CORNER OFSECTION 17; THENCE SOUTH 89D36' EAST 20 CHAINS; THENCE SOUTHTO SOUTH QUARTER SECTION LINE; THENCE WEST 20 CHAINS; THENCENORTH 3.47 CHAINS TO BEGINNING.

**15-054-0031:**

PART OF NORTHWEST QUARTER SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATNORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 6.53 CHAINS;THENCE SOUTH 89D36' EAST 951.15 FEET, MORE OR LESS, THENCEALONG AN OLD FENCE SOUTH 89D37'58" EAST 95.52 FEET, THENCESOUTH 88D57'37" EAST 180.17 FEET, THENCE SOUTH 89D56'42" EAST93.16 FEET (BOUNDARY LINE AGREEMENT E# 2180018), THENCE NORTH6.53 CHAINS, THENCE WEST ALONG SECTION LINE TO BEGINNING.

**Legal Description of original acreage from Original Agreement:**

A parcel of land located in the East Half of Section 7, West Half of Section 8, West Half of Section 17, East Half and Southwest Quarter of Section 18, and Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the Center of Section 17 (6N2W17C – 2023); thence S. 00°54'07" W. 325.91 feet along the Quarter Section Line; thence N. 89°33'05" W. 925.90 feet to the center of an existing ditch; thence along the center of said existing ditch the following three (3) courses: 1) S. 01°00'48" W. 266.57 feet; 2) S. 00°08'28" W. 318.02 feet; 3) S. 00°54'43" E. 76.40 feet to a northerly edge of dirt road; thence N. 89°06'16" W. 130.79 feet along said northerly edge of dirt road to a north extension of the centerline of an existing ditch; thence along said extension and centerline of existing ditch the following tow (2) courses: 1) S. 00°14'35" W. 271.83 feet; 2) S. 02°19'14" E. 81.27 feet; thence S. 89°09'36" E. 673.52 feet; thence S. 01°49'43" W. 506.66 feet to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence S. 88°44'54" E. 340.26 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering” and a westerly right-of-way line of 4700 West Street; thence S. 01°06'08" W. 513.34 feet along said westerly right-of-way line to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence N. 89°03'02" W. 1,304.03 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering”; thence N. 00°34'19" E. 6.70 feet to a easterly extension of an old existing wire fence; thence N. 89°51'09" W. 1,317.23 feet along said extension and old existing wire fence and extension thereof to the Section Line; thence N. 00°44'30" E. 136.95 feet along said Section Line; thence N. 89°19'20" W. 1,393.18 feet to an along an existing wire fence to a fence post; thence S. 01°57'57" W. 139.10 feet; thence S. 01°05'40" W. 192.54 feet; thence S. 01°03'13" W. 383.32 feet to an along an existing fence; thence along said existing fence the following six (6) courses: 1) S. 01°38'51" W. 336.73 feet; 2) S. 03°54'55" W. 47.92 feet; 3) S. 06°30'05" W. 46.97 feet; 4) S. 19°10'57" W. 12.75 feet; 5) S. 33°37'26" W. 18.71 feet; 6) S. 01°57'07" W. 258.51 feet to the northerly right-of-way line of 1200 Street also, known as Project No. LG_WC_1200 South; thence N. 88°48'23" W. 810.00 feet along said northerly right-of-way line to the easterly line of K & K Moo View Subdivision recorded August 2, 2002 as Entry No. 1866233 in Book 56, at Page 19 in the Office of the Weber County Recorder; thence along said K & K Moo View Subdivision the following two (2) courses: 1) N. 04°26'49" E. 1,130.77 feet; 2) N. 86°44'10" W. 202.66 feet to the northwesterly corner of said K & K Moo View Subdivision and an existing fence; thence N. 04°41'07" E. 209.84 feet along said existing fence; thence N. 07°27'33" E. 62.39 feet along said existing fence; thence N. 03°02'11" E. 48.67 feet along a broken fence; thence N. 00°07'35" E. 61.59 feet along a broken fence; thence N. 23°41'14" W. 66.55 feet to a fence corner; thence along said fence the following two (2) courses: 1) N. 23°04'15" W. 51.55 feet; 2) N. 44°38'16" W. 85.79 feet to a railroad tie; thence N. 61°43'07" W. 65.61 feet to the center of channel of Weber River; thence along said center of channel of Weber River the following thirty-six (36) courses: 1) N. 30°18'11" E. 14.34 feet; 2) N. 04°52'41" W. 272.77 feet; 3) N. 35°48'16" W. 294.17 feet; 4) N. 69°59'01" W. 378.34 feet; 5) N. 47°23'38" W. 313.57 feet; 6) N. 37°12'51" W. 290.22 feet; 7) N. 12°18'57" W. 168.55 feet; 8) N. 08°15'50" E. 124.04 feet; 9) N. 14°23'03" E. 443.45 feet; 10) N. 85°56'51" E. 180.52 feet; 11) S. 74°02'23" E. 225.40 feet; 12) S. 78°53'20" E. 263.31 feet; 13) S. 89°27'21" E. 433.05 feet; 14) N. 60°19'39" E. 237.66 feet; 15) N. 43°53'15" E. 155.25 feet; 16) N. 21°59'13" E. 169.36 feet; 17) N. 23°33'34" W. 177.12 feet; 18) N. 37°53'31" W. 228.96 feet; 19) N. 25°11'53" E. 124.39 feet; 20) N. 73°36'04" E. 198.80 feet; 21) N.

85°56'24" E. 230.55 feet; 22) S. 73°26'31" E. 162.75 feet; 23) S. 41°30'10" E. 177.43 feet; 24) S. 11°13'36" E. 159.60 feet; 25) S. 00°27'13" W. 85.79 feet; 26) S. 09°42'20" W. 75.94 feet; 27) S. 15°26'29" W. 44.53 feet; 28) S. 28°20'57" W. 114.74 feet; 29) S. 33°47'02" W. 77.48 feet; 30) S. 28°17'35" W. 80.69 feet; 31) S. 06°42'37" W. 69.66 feet; 32) S. 00°18'17" W. 46.40 feet; 33) S. 09°29'25" E. 57.10 feet; 34) S. 28°26'30" E. 64.60 feet; 35) S. 43°38'03" E. 78.32 feet; 36) S. 49°03'06" E. 44.57 feet; thence S. 00°44'30" W. 90.49 feet to the top bank of the Weber River; thence along said top bank of the Weber River the following thirteen (13) courses: 1) S. 52°56'51" E. 69.44 feet to a point of tangency with a 275.00 feet radius to the left, concave North; 2) Easterly 472.87 feet along the arc of said curve, through a central angle of 98°31'21" (Chord bears N. 77°47'28" E. 416.73 feet); 3) N. 28°31'47" E. 319.08 feet; 4) N. 53°50'39" E. 114.80 feet; 5) N. 37°12'37" E. 280.54 feet; 6) N. 18°27'47" E. 185.42 feet to a point of tangency with a 550.00 feet radius to the left, concave westerly; 7) Northerly 460.05 feet along the arc of said curve, through a central angle of 47°55'31" (Chord bears N. 05°29'59" W. 446.75 feet); 8) N. 29°27'44" W. 297.86 feet; 9) N. 38°36'35" W. 144.11 feet; 10) N. 45°25'13" W. 177.78 feet to a point of tangency with a 275.00 feet radius to the right, concave easterly; 11) Northerly 384.56 feet along the arc of said curve, through a central angle of 80°07'24" (Chord bears N. 05°21'31" W. 353.99 feet); 12) N. 34°42'11" E. 158.99 feet; 13) N. 13°51'45" E. 234.56 feet; thence to and along an existing wire fence the following two (2) courses: 1) N. 87°32'10" E. 132.46 feet; 2) S. 89°31'53" E. 658.06 feet to the Section Line; thence N. 00°44'37" E. 649.12 feet along the Section Line to the Northwest Corner of said Section 17 (6N2W18NE – 1963); thence S. 89°43'59" E. 500.00 feet along the Section Line; thence N. 00°18'59" W. 596.81 feet; thence to and along an existing wire fence the following three (3) courses: 1) N. 89°38'14" W. 741.41 feet; 2) N. 05°56'52" E. 202.29 feet; 3) N. 85°17'34" W. 643.96 feet to said top bank of the Weber River; thence along said top bank of the Weber River the following seventeen (17) courses: 1) N. 08°30'10" E. 230.11 feet; 2) N. 00°40'13" W. 232.22 feet; 3) N. 07°52'21" E. 438.26 feet; 4) N. 30°57'57" E. 120.64 feet; 5) N. 56°14'58" E. 360.09 feet to a point of tangency with a 850.00 feet radius to the left, concave northwesterly; 6) Northeasterly 653.13 feet along the arc of said curve, through a central angle of 44°01'32" (Chord bears N. 34°14'13" E. 637.18 feet); 7) N. 12°13'27" E. 80.73 feet; 8) N. 20°52'33" E. 203.01 feet; 9) N. 18°41'57" E. 307.33 feet; 10) N. 50°56'30" E. 88.91 feet; 11) N. 56°35'00" E. 129.38 feet; 12) N. 63°17'55" E. 127.45 feet; 13) N. 72°57'00" E. 71.26 feet; 14) N. 79°49'34" E. 186.95 feet; 15) S. 83°18'14" E. 149.03 feet; 16) S. 75°00'05" E. 254.48 feet; 17) N. 79°04'38" E. 102.05 feet to an existing wire fence shown on that Record of Survey filed as #834 in the Office of the Weber County Surveyor; thence along said existing fence shown in said Record of Survey filed as #834 the following two (2) courses: 1) S. 01°10'31" W. 693.30 feet; 2) S. 01°15'46" W. 490.92 feet; thence S. 01°16'22" W. 1,062.40 feet along said existing fence as shown on that Record of Survey filed as #2559 in the Office of said Surveyor to a fence corner on the northerly side of an existing 20.00-foot right of way; thence S. 00°00'03" W. 20.04 feet; thence S. 88°43'44" E. 1,567.76 feet to the Quarter Section Line; thence S. 00°51'09" W. 1,023.31 feet along the Quarter Section Line to the North Quarter Corner of said Section 17; thence N. 89°43'59" W. 432.74 feet along the Section Line to the northwesterly corner of Hucknall Torkard Villas recorded May 25, 2018 as Entry No. 2922676 in Book 83, at Page 45 in the Office of the Weber County Recorder; thence along said Hucknall Torkard Villas the following four (4) courses: 1) S. 07°02'52" E. 91.36 feet; 2) S. 18°57'16" E. 341.07 feet; 3) S. 00°39'01" E. 188.19 feet; 4) S. 89°12'29" E. 301.27 feet to the Quarter Section Line; thence S. 00°41'56" W. 70.03 feet along the Quarter Section Line to the northeasterly corner of a parcel of land shown on that Record of Survey filed as #539 in the Office of said Surveyor; thence along said parcel shown on said Record of

Survey filed as #539 the following three (3) courses: 1) N. 89°12'29" W. 2,474.95 feet; 2) S. 00°41'57" W. 1,074.64 feet; 3) S. 89°19'25" E. 2,242.00 feet to the northwesterly corner of Lot 1, Ingram Subdivision recorded March 19, 2013 as Entry No. 2625850 in Book 73, at Page 84 in the Office of said Weber County Recorder; thence S. 00°42'08" W. 661.53 feet along the westerly line of said Ingram Subdivision and CJ Hancock Subdivision recorded September 22, 2010 as Entry No. 2492767 in Book 71, at Page 58 in the Office of said Recorder and extension thereof; thence S. 89°18'04" E. 224.44 feet to and along and existing wire fence to the Quarter Section Line; thence S. 00°54'09" W. 243.85 feet along said Quarter Section Line to the Point of Beginning.

The above-described parcel contains 24,459,473 sq. ft. or 561.512 acres, more or less.

EXHIBIT “B”: By this reference, made a part hereof.

BASIS OF BEARING: S. 00°54'07” W. along the Quarter Section line between the Center of Section 6N2W17C - 2023 and the South Quarter Corner of said Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

**EXHIBIT B-1**

**REPLACEMENT EXHIBIT B-1 - REVISED BOUNDARY GRAPHIC**

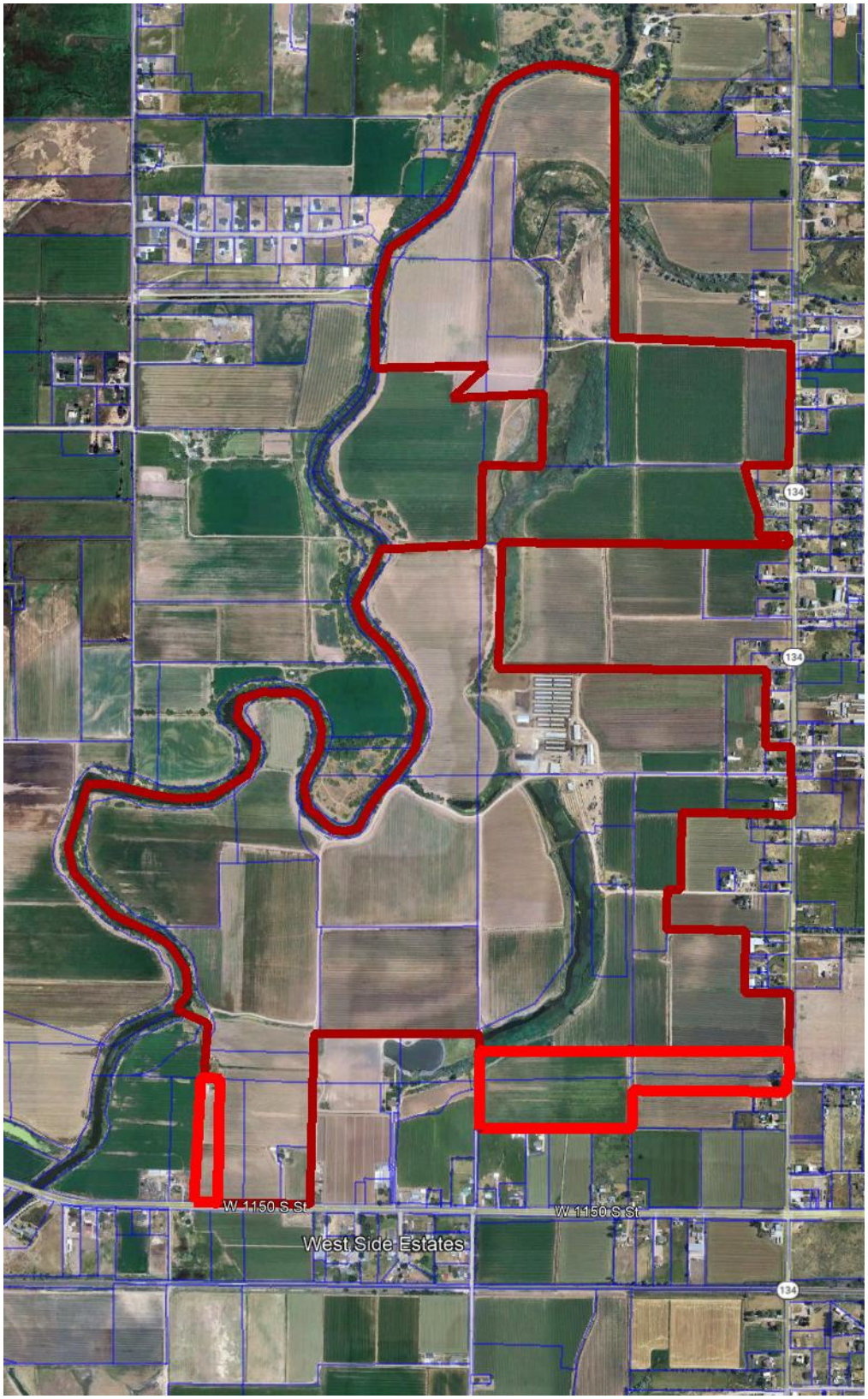


**EXHIBIT B-2**

**REPLACEMENT EXHIBIT B-2 - REVISED PRIOR ZONING GRAPHIC SHOWING A-1 AND A-2 AREAS.**

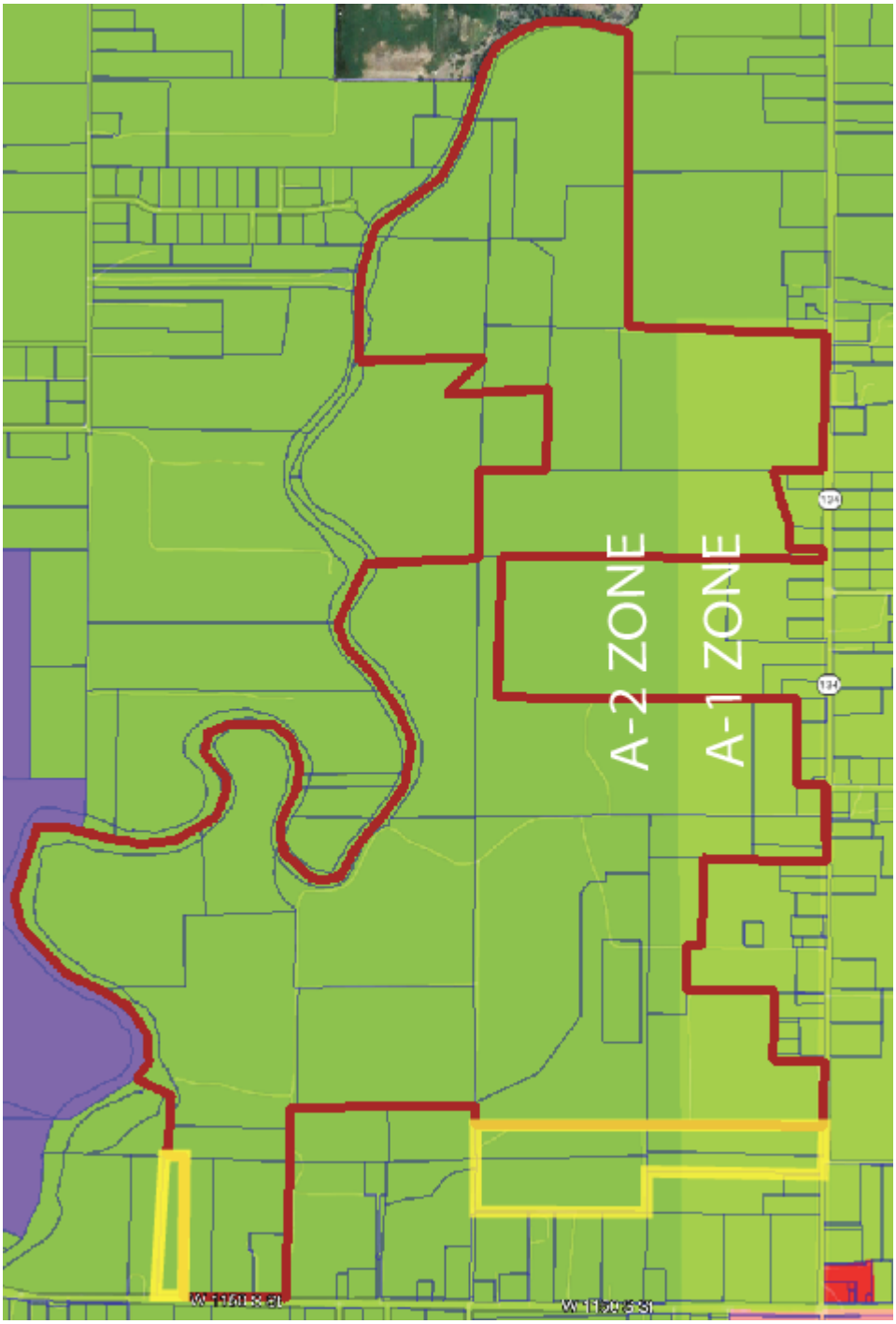


**EXHIBIT C**

**REPLACEMENT EXHIBIT C - REVISED CONCEPTUAL DESIGN CODE.**

*Staff Notes*

- *The map at the front of the Conceptual Design Code:*
  - *Revise to include Additional Property*
  - *Ensure streets are aligned to connect to 4700 West at existing 900 South and 400 South intersections.*

**EXHIBIT D**

**REPLACEMENT EXHIBIT D - REVISED PROJECT LAND PLAN**

*Staff Notes*

- *The revised updated map is titled "Transect Map." It needs to be retitled to "Revised Project Land Plan"*
- *Revise to include Additional Property and to move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South). Example (from staff) illustrated below:*

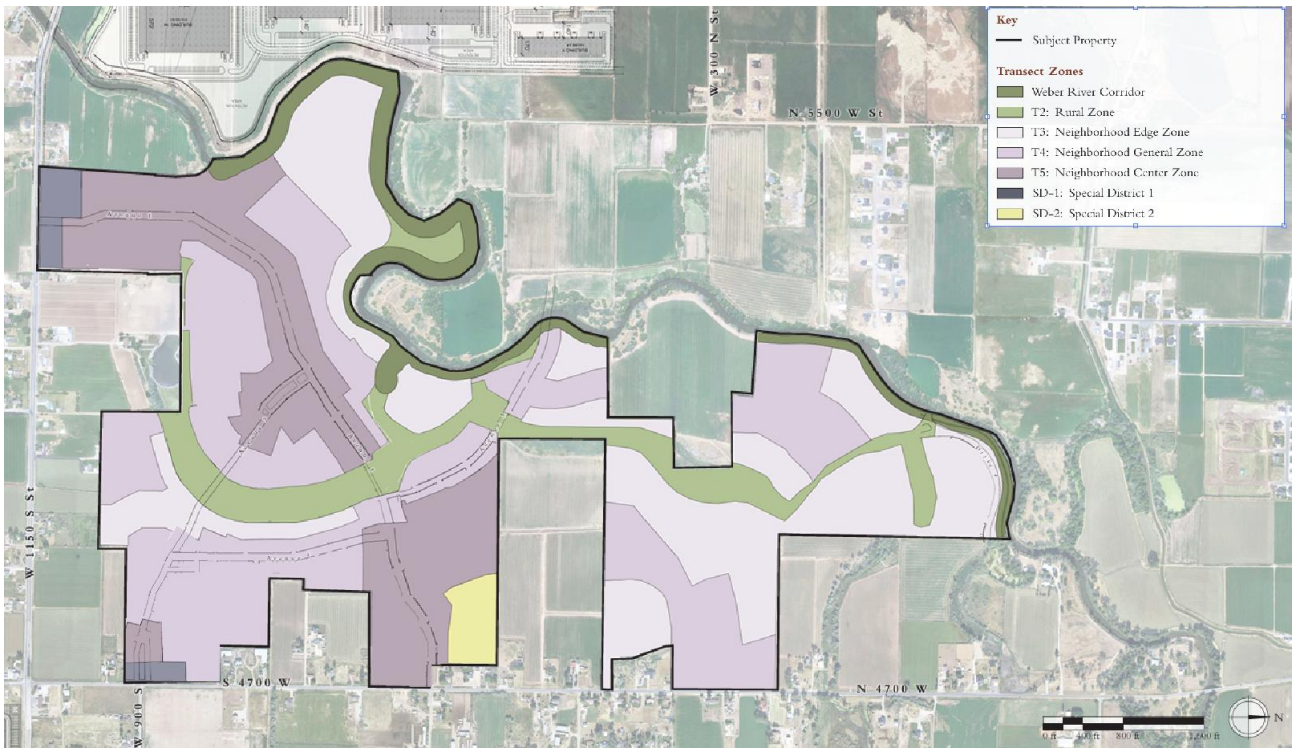


**EXHIBIT E-1**

**REPLACEMENT EXHIBIT E-1 - REVISED MAJOR STREET TRANSPORTATION PLAN**

*Staff Notes*

- *Revise to include Additional Property*
- *Move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South).*

**EXHIBIT F**

**ORIGINAL AGREEMENT.**

*Weber County Planning Division*

# Staff Report to the Weber County Planning Commission

## Synopsis

### Application Information

**Application Request:** ZMA2026-01: Willow Village zoning map amendment for approximately 15.91 acres from A-1 to the Form-Based (FB) zone, associated with a proposed development agreement.
**Agenda Date:** October 13, 2026
**Applicant:** Heritage Development; Representative: Selvoy Fillerup
**File Number:** ZMA2026-01
**Frontier Project Link:** https://frontier.co.weber.ut.us/p/Project/Index/26239

### Property Information

**Approximate Location:** 4540 West 900 South
**Current Zone(s):** A-1 Zone
**Proposed Zone(s):** FB (Form-Based) Zone

### Adjacent Land Use

**North:** Agriculture, Approved Windmill Residential Sub. **South:** Agricultural and Large Lot Residential
**East:** Terakee Barn (aka Terakee Village) Subdivision **West:** Agricultural and Large Lot Residential

### Staff Information

**Report Presenter:** Charlie Ewert
cewert@webercountyutah.gov
801-399-8763
**Report Reviewer:** RG

## Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 104, Chapter 2 (Agricultural Zones); and Title 104, Chapter 22 (Form-Based Zone).

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

*Note - AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.*

This is an application to rezone approximately 15.91 acres from the A-1 Zone to the Form-Based (FB) Zone to facilitate the Willow Village development. The applicant, Heritage Land Development, LLC, proposes a residential neighborhood consisting of single-family homes and townhomes, supported by a network of interconnected streets, and pathways. The proposed development is intended to implement the growth and neighborhood design principles of the general plan.

The applicant and planning staff have been working through a development agreement intended to establish project-specific standards and ensure that the development provides public benefits commensurate with the requested increase in development potential. The draft agreement addresses street and pathway connectivity, infrastructure improvements, and development standards.

One significant outstanding issue is the provision of adequate public open space. The general plan emphasizes the importance of meaningful, accessible open spaces and recreational facilities as an integral component of new residential development. The proposed development's open space provisions have not yet been satisfactorily resolved. Staff is particularly interested in ensuring that the quantity, location, accessibility, improvement, and long-term maintenance of open space adequately serve the anticipated population and provide a meaningful public benefit. There are ample opportunities for meaningful offsite public pathway improvements in the area, which may be satisfactory in lieu of public park open space, if the applicant should choose to propose it.

Design of the project has been an expressed concern of the planning commission in work sessions. Staff has inserted additional design requirements and use prohibitions into the draft development agreement that may resolve some of those concerns.

If the public park open space or pathway matter can be resolved, staff believes the proposed rezone has the potential to advance the vision and objectives of the current general plan. The draft development agreement captures staff's concerns/notes. Compliance with the general plan is not mandatory – it sets up a framework in which if a proposal fits an area within the context of the place and timing of the proposal, then approval may be advisable. With the same token, if the timing or design is not yet ripe for the place, then application of the plan may need to wait until it is the right time and/or design.

Separate from the applicant's proposal, if the applicant's rezone is approved, staff recommends extending the FB zone across the existing Barn at Terakee Farms Phase 1 subdivision to the east, which would bring the total rezone acreage about 33 acres. That will apply the FB zone to those properties by right without being subject to a development agreement. Most the Barn at Terakee Farms Phase 1 would be governed by the small or medium lot residential standards in the FB zone. Pursuant to state law, a land owner that is subject to a rezone proposal has the right to protest. Any protest is required to be sent to the County Commission.

## Policy Analysis

Weber County Land Use Code Title 102, Chapter 5 establishes the process for application-driven zoning map amendments. The six general rezone considerations are addressed below. The discussion evaluates the requested legislative action, not a final subdivision approval. Proposed commitments in the draft development agreement are described as draft obligations until/unless adopted by the County Commission.

### *Zoning Analysis*

The subject land is currently zoned A-1 and proposed for the Form-Based Zone. The proposed zone would permit development in accordance with its adopted standards and any lawful project-specific provisions of a recorded development agreement.

The applicant is requesting vesting in 173 townhomes (attached single-family dwellings) and 13 detached single-family residential lots, for a total of 186 residential units. The applicant is proposing to lay the project out in accordance with the proposed concept plan. Prior to final approval – if granted – the concept plan needs to be adjusted to comply with the requirements of Exhibit C in the development agreement.

Based on Title 102, Chapter 5, the following (a-f) provide the criteria for considering a rezone. Staff's evaluation follows each.

*(a) General plan consistency*

The general plan emphasizes coordinated residential growth, connectivity, community design, water conservation, and parks and open space. The current development agreement draft advances several of these objectives through street and pathway connections, water-wise landscaping, and building design requirements. However, Section 8.8 leaves the actual open space dedication, improvements, and/or financial contribution unresolved. General plan consistency and the public benefits supporting the proposed

intensity should be evaluated in light of the final open space package, not assumed from the draft's statement of intent alone.

The proposal is in an area on the general plan's future land use map designated for mixed-use residential. On pages 38 and 52, it expressly supports townhomes and other missing-middle housing, and Land Use Action Item 1.3.1 identifies a form-based code as an appropriate way to implement that designation. This suggest a relatively strong basis for the proposal, as long as, in totality, other elements of the plan are also considered.

Land Use Principle 1.4 of the general plan states that smart-growth principles should be implemented before or in conjunction with residential rezones and that additional density should not be entitled without appropriate smart-growth considerations. The plan identifies street and pathway connectivity, meaningful open space and recreational opportunities, dark-sky preservation, water conservation, air quality, and renewable energy as important smart-growth principles (pages 46–49).

Willow Village advances some of these objectives through its mix of single-family and attached housing, interconnected internal streets and pathways, connections to surrounding areas to the east, south, and west, and proposed water-wise landscaping requirements. However, northward street and pathway connectivity remains constrained by intervening property outside the developer's and County's control, and the project's parks and open space commitments remain unresolved.

The County's recently adopted dark-sky regulations will implement dark sky strategies. The applicant has not proposed additional measures to reduce air emissions, improve building energy efficiency beyond applicable requirements, incorporate renewable energy, or otherwise provide environmental benefits beyond those already required by ordinance.

The proposal does not establish a specific moderate-income housing commitment, although the smaller townhomes proposed may help create more attainable housing for the area. While the development demonstrates several desirable smart-growth characteristics, it does not comprehensively address the General Plan's smart-growth objectives or provide the range of exemplary measures contemplated by Land Use Action Item 1.4.6.

Staff believes the outstanding open space issue is particularly important to resolving whether the proposed increase in density provides sufficient community benefit to warrant a favorable recommendation.

*(b) Compatibility with the surrounding area*

The proposal would introduce residential development under the Form-Based Zone into an area identified in the agreement as West-Central Weber. Residential uses may be compatible with nearby rural residential uses, but the intensity, building types, and design of the proposed development could differ from existing agricultural and large-lot development. Compatibility should be evaluated through the concept plan, surrounding land uses, and provisions governing, street frontage, landscaping, and building form. As the first physical proposal under the higher density allowances of the Form-Based Zone, if built, the project will obviously stand out against surround development and agricultural land. As other properties are brought into and developed using the Form-Bases zone, the proposal should better fit.

*(c) Effects on adjacent property*

Potential effects include changed traffic patterns, construction activity, increased residential activity, and transitions from agricultural uses. The draft agreement proposes public street dedication, landscaping and pathway standards, and infrastructure extensions that may help address these effects. Prior to subdivision approval, site-specific concerns and final design will be verified – including necessary proportionate-share street improvements.

*(d) Adequacy of facilities and services*

Roadways and pathways. The draft agreement addresses public and private street standards, standards for 900 South, which are to comply with the street standards of the FB zone, at least five-foot-wide public sidewalks, shade trees, and pathways.

The proposed development provides a reasonably interconnected internal street and pathway network, with connections to surrounding areas to the east, south, and west. However, street and pathway connections to

the north, including to the streets and pathways in the approved but not yet constructed northern Windmill development, are presently constrained by intervening property that is outside the control of both the applicant and the County. Consequently, neither street nor pathway connections can presently be assured across this gap. While this limitation does not necessarily undermine the connectivity provided within Willow Village or in other directions, it represents a missing link in the area's future transportation and recreational network. The County recognizes the potential long-term public benefit of establishing these connections if the necessary property rights can be obtained, but without establishing them as a consideration for development, the funding and construction of the connections remains uncertain.

Water and wastewater. The draft agreement addresses culinary and pressurized secondary water improvements, gravity sewer infrastructure, and service arrangements. It does not itself establish that adequate provider capacity and necessary approvals have been secured. Provider confirmation and engineered designs remain necessary during applicable subdivision and development review. However, the applicant has submitted acknowledgment letters from the applicable water and sewer providers to indicate their awareness of the proposal.

Stormwater public services. The agreement proposes stormwater facilities and identifies potential association maintenance responsibilities. Parks and open space remain unresolved: Section 8.8 includes placeholders for a financial donation, park dedication, public park improvements, and project-specific commitments. Before the County Commission acts, the parties should establish the amount, location, public accessibility, improvements, timing, ownership, and maintenance responsibilities, as applicable, in the agreement and exhibits.

Parks and trails. The provision of adequate parks and open space remains a significant outstanding consideration for the proposed rezone. The draft development agreement recognizes the County's goal of providing 10 acres of public park open space per 1,000 residents, but the specific obligations for parkland dedication, improvements, or financial contributions have not yet been finalized. One opportunity under consideration is to allow the developer to satisfy some or all of its parks and recreation obligations through the construction or funding of offsite pathway connections that would provide recreational and active transportation benefits beyond the boundaries of Willow Village. Such improvements could help complete gaps in the area's planned trail network, improve neighborhood connectivity, and provide access to existing or future recreational destinations. Staff believes this approach may offer a meaningful public benefit in lieu of conventional parkland dedication, provided the improvements are appropriately located, feasible, and proportionate to the additional development potential being granted. Staff is willing to recommend approval of the rezone if an acceptable arrangement is reached and the resulting obligations, including improvement locations, funding, timing, and implementation responsibilities, are clearly established in the development agreement.

*(e) Natural and ecological resources*

Water-wise landscaping, stormwater treatment, open space, and tree planting are addressed in the draft agreement. There are no known wetlands, flood hazards, sensitive lands or other natural resources applicable to the site. Any site-specific constraints should be documented and reflected in subsequent plans and required permits.

*(f) Transportation corridors and level of service*

The draft agreement anticipates public street improvements and connectivity. Whether these improvements sufficiently mitigate the project's transportation impacts must be determined through the County Engineer's review, including any applicable traffic analysis, offsite improvement requirements, and phasing triggers. Approval of the rezone should not be interpreted as a finding that final transportation designs or levels of service have already been demonstrated. Such an engineering review is typically not conducted until the subdivision plat review or design review process(es).

## Staff Recommendation

Based solely on the general plan, the FB Zone and the added design standards in the draft development agreement, staff could find that the proposal advances the general plan for the betterment of the community's residents (existing and future), if the provision public park open space deficiency is first addressed. Finding

meaningful ways to provide connections to the north and access to and regional pathway improvements within the Hooper Canal easement would likewise help. The Planning Commission should consider these matters, and compare them in the context the appropriate timing for executing the general plan's guidance, in its deliberation and recommendation to the County Commission. If the Planning Commission favors a positive recommendation, staff suggests doing so with the following considerations and findings, most of which to be in the final development agree:

Considerations:

(1) Rezone the applicant's 15.9 acre property and the Barn at Terakee Village Phase 1, a total of about 33 acres, with the development agreement applicable to the 15.9 acres.
(2) Set a maximum of 173 townhomes and 13 single-family residential lots, or other number determined appropriate by the Planning Commission finds appropriate.
(3) Finalize street connectivity, street sections, right-of-way dedication, access limitations, improvement timing, and County Engineer review requirements.
(4) Resolve Section 8.8 of the draft agreement by specifying enforceable parks, open space, and pathway commitments, including any dedication, financial contribution, improvements, public access, timing, ownership, and maintenance obligations.

Findings:

(1) Subject to resolution of parks and open space, the proposed development agreement offers a mechanism to advance the general plan's objectives for connected residential neighborhoods.
(2) The proposed agreement would establish project-specific infrastructure, design, and maintenance obligations, but its open space commitments are not yet sufficient to support an unconditional positive recommendation.
(3) Final subdivision and infrastructure approvals remain subject to applicable review and adopted requirements.
(4) The proposal is not harmful to the health, safety, or welfare of the general public.

## Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

**Motion for positive recommendation as-is:**

I move we forward a positive recommendation to the County Commission for File #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C.

I do so with the following findings:

*Example findings*:

1. *The changes are supported by the general plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the general plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

**Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West,

from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C., but with the following additional edits and corrections:

*Example of ways to format a motion with changes:*

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [ desired edits here ].*
3. *Etc.*

I do so with the following findings:

*Example findings*:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

**Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C. I do so with the following findings:

*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[ add any other desired findings here ].*

## Exhibits

Exhibit A: Application Information.
Exhibit B: Current Zone Map.
Exhibit C: Proposed Zone Map.
Exhibit D: Amended Concept Plan.
Exhibit E: Draft Development Agreement.

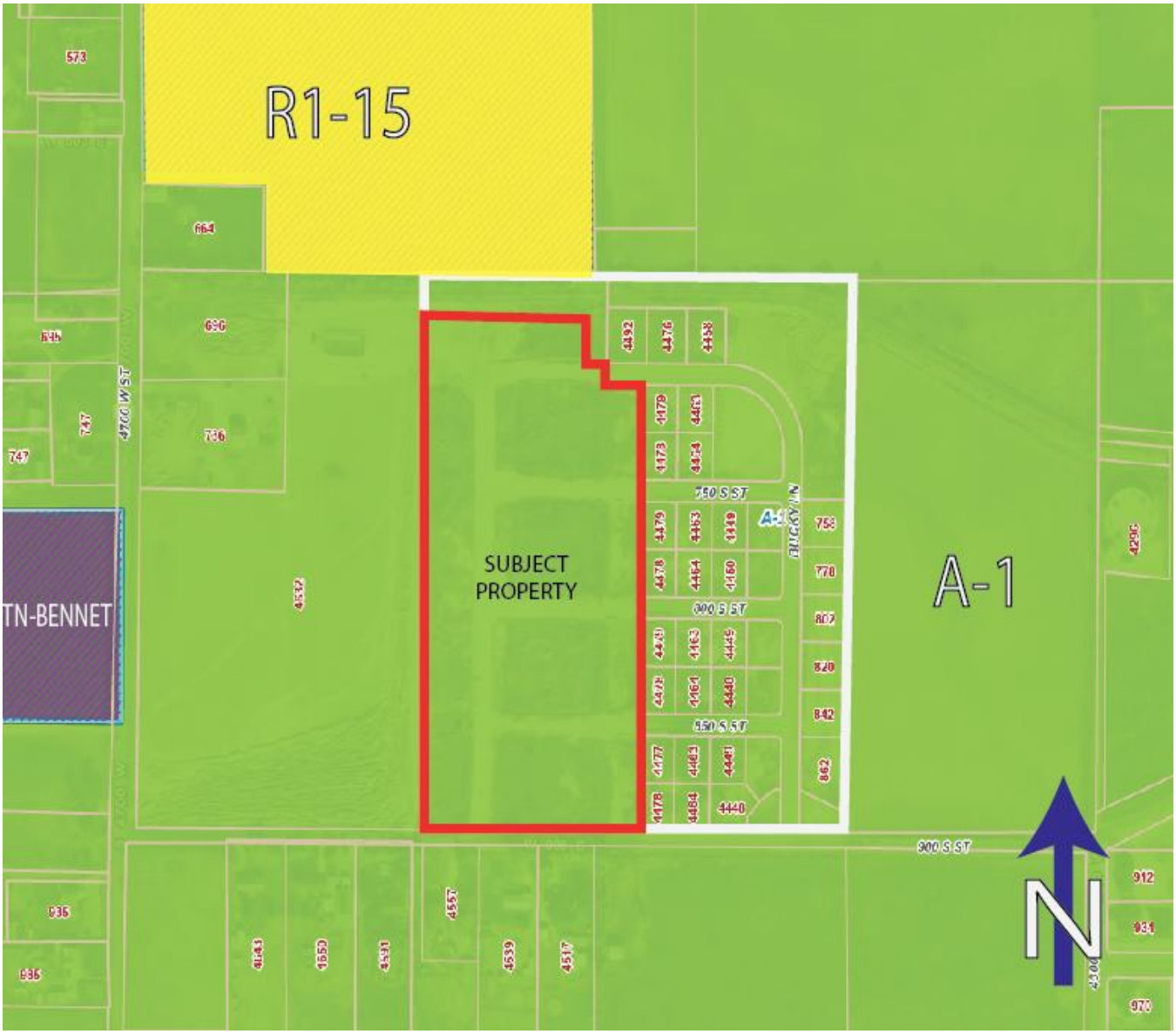
**Exhibit A: Application Information.**

Willow Village Narrative

The Willow Village is a diverse development containing a mixture of townhomes and single-family homes. The development is designed to comply with Weber County's form-based code and long-term plan.

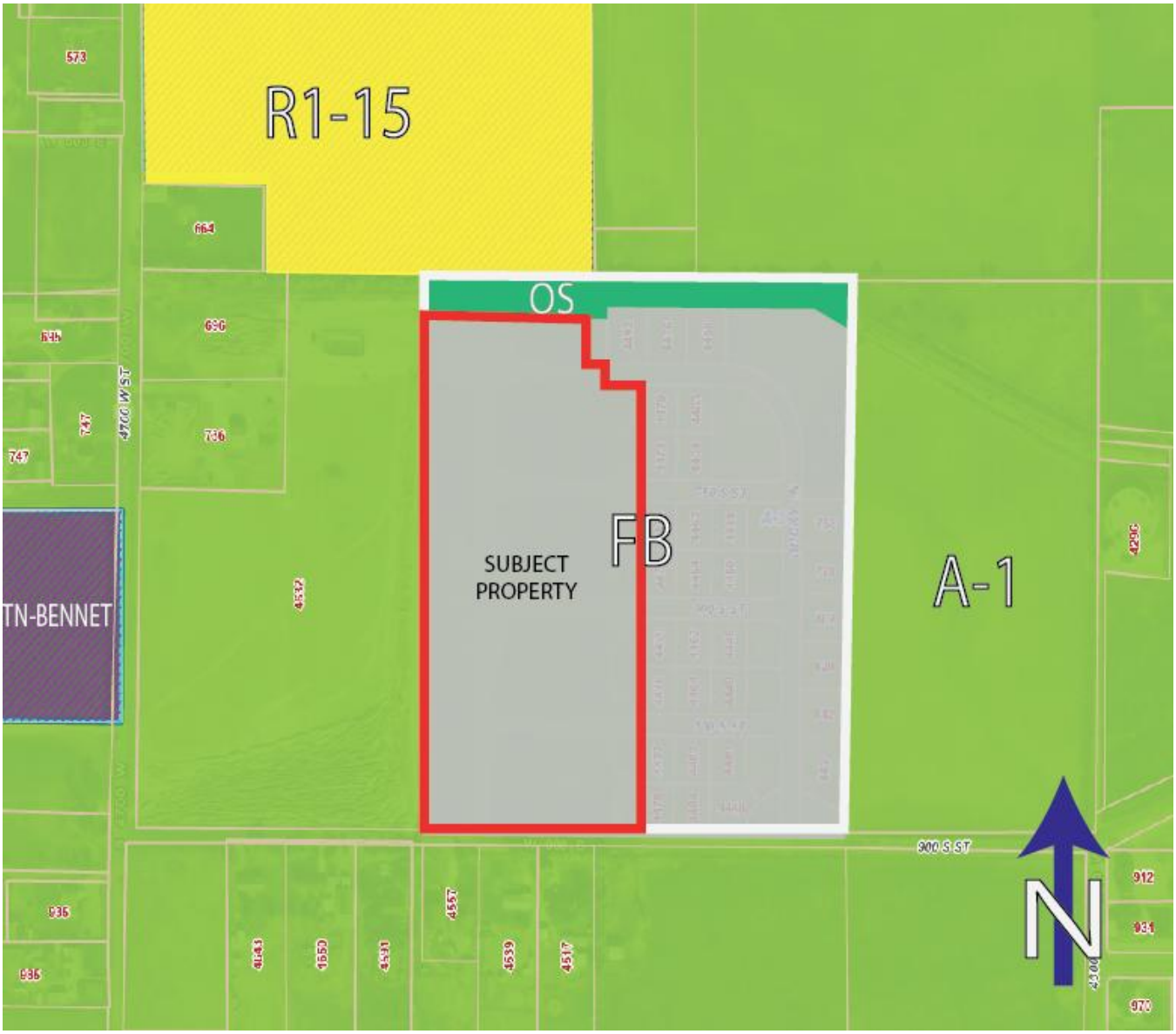
Some of the townhomes will have optional commercial spaces. Willow Village is also designed to be water-wise through the use of drought-tolerant plants and grasses. Willow Village also incorporates pathways to provide pedestrian-friendly access to neighboring parks and public spaces.

Exhibit B: Current Zone Map.




Last revised 10/9/2026

Exhibit C: Proposed Zone Map.




Last revised 10/9/2026

Exhibit D: Amended Concept Plan




Last revi

Exhibit E: Draft Development Agreement.

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**And**

**HERITAGE LAND DEVELOPMENT, LLC**

**for the**

**WILLOW VILLAGE DEVELOPMENT**

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## DEVELOPMENT AGREEMENT

**Willow Village Subdivision**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Heritage Land Development, LLC (“Master Developer”), known together herein as the “Parties."

## RECITALS

**WHEREAS,** The Master Developer desires and intends to develop a residential subdivision (the “Project”) in the unincorporated area of Weber County known as West-Central Weber;

**WHEREAS,** The Master Developer's objective is to develop in a manner that complements the character of the community and is financially successful;

**WHEREAS,** The County’s objective is to approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS,** Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, dark sky lighting, and assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS,** Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS,** Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS,** Prior to the execution of this Agreement, the Property’s zone is/was A-1 and Master Developer desires to rezone the Property to the Form-Based Code zone consistent with the terms and provisions contained herein;

**WHEREAS,** The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS,** The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in

**Exhibit B – Property Graphic** Depiction. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

**NOW, THEREFORE,** in consideration of the recitals (which are incorporated into the Agreement by this reference), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT TERMS

**1. Incorporation of Recitals and Exhibits.**

The foregoing Recitals and **Exhibits A-K** are hereby incorporated into this Agreement.

**2. Effective Date, Expiration, Termination.**

**2.1. Effective Date.** The Effective Date of this Agreement is the latter of:

The last date upon which it is signed by any of the Parties hereto;

The recordation of this Agreement; or

2.1.1. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. **Expiration and Zone Reversion.**

2.1.3. **Expiration of Agreement Related To Development of the Property.** The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in **Section 2.2.3** of this Agreement, unless earlier terminated, renewed, or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

2.2.1. **2.2.1.1.** the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

**2.2.1.2.** the portion of the Property that has not been platted into residential lots/units as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

2.2.2. **2.2.1.3.** Subject to the limitations of **Section** Error! Reference source not found., nothing in this **Section 2.2.1** is intended to inhibit the legislative body's legislative decision-making authority to enact and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

**Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.**

**2.2.2.1.** Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and legislatively adopted land use regulations may be modified through the applicable legislative process. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.2.2.2.** If a court of competent jurisdiction determines that the zone reversion required by **Section** Error! Reference source not found. cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving FB zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions,** which are incorporated herein by reference and shall control over any conflicting FB zone provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.

**2.2.3.** **Term.** This agreement expires ten (10) years following the Effective Date.

**2.2.3.1.** **Automatic Renewal.** Prior to the expiration of this Agreement, if Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided in this Agreement, then this Agreement shall automatically extend an additional five (5) years without further action by the Parties.

**2.2.3.2.** **Reserved.**

**2.3.** **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

**2.3.1.**

**2.3.2.**

**2.3.3.** The term of this Agreement expires and is not extended as provided above;

**2.3.4.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12.

The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 13** of this Agreement; or

The provisions of Section 5.4 of this agreement take effect.

## 3. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number

include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

**3.1.** **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.

**3.2.** **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.

**3.3.** **Agreement** means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

**3.4.** **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

**3.5.** **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.

**3.6.** **Board of County Commissioners** means the elected County Commission of Weber County.

**3.7.** **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.

**3.8.** **Buildout** means the completion of all of the development on all of the Property for all of the Project.

**3.9.** **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

**3.10.** **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

**3.11.** **County** means Weber County, a political subdivision of the State of Utah.

**3.12.** **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

**3.13.** **Default** means a material breach of this Agreement.

**3.14.** **Design Review** means the County's design review process, as specified in the Code.

**3.15.** **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

**3.16.** **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.

**3.17.** **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.

**3.18.** **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories:

condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

**3.19.** **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

**3.20.** **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.

**3.21.** **Master Developer** means Heritage Land Development, LLC or its Assignees as provided in Section 11.4 of this Agreement.

**3.22.** **Modification Application** means an application to amend this Agreement.

**3.23.** **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

**3.24.** **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

**3.25.** **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

**3.26.** **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

**3.27.** **Parties** means the Master Developer and the County, including their Successors.

**3.28.** **Pathway** means a 10-foot wide multi-use impermeable pathway that complies with Exhibit E – Street Cross Sections or Exhibit F – Non-Street-Adjacent Pathway Cross Section of this Agreement and any other requirements of the County Engineer.

**3.29.** **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.

**3.30.** **Planning Commission** means the Planning Commission for the area in which the Property is located.

**3.31.** **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

**3.32.** **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

**3.33.** **Property** means the land area on which the Project will be sited, as more specifically described in Exhibit A – Property Legal Description and

**3.34.** Exhibit B – Property Graphic Depiction.

**3.35.** **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

**3.36.** **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

**3.37.** **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.

**3.38.** **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

**3.39.** **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.

**3.40.** **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.

**3.41.** **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

**3.42.** **Subdivision Application** means the application to create a Subdivision.

**3.43.** **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

## 4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in all exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

## 5. Vested Rights and Reserved Legislative Powers.

**5.1.** **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the Form-Based Code zone in effect on the Approval Date, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

**5.2.** **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

**5.3.** **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the Vested Rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

**5.3.1.** **County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by Section 5.5 of this agreement.

**5.3.2.** **Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.

**5.3.3.** **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.

**5.3.4.** **Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

**5.3.5.** **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

**5.3.6.** **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and

**5.3.7.** **Impact Fees**. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

**5.4.** **Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the

County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

**5.5. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the Vested Rights of Master Developer based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code §17-27a-508 and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Master Developer shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Master Developer or the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## 6. Project Description.

A residential subdivision within the Form-Based Zone.

## 7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in

**Exhibit B – Property Graphic** Depiction.

## 8. Development Standards.

**8.1. Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision with no more than 173 townhomes and 13 single-family residential lots.

**8.2. Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

**8.2.1.** **Preliminary Plat and Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

**8.2.2.** **Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

**8.2.3.** **Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code. Phases shall not be configured to leave a gap between the Phase and a nearby required Improvement unless the County Engineer can find that there is a reasonable cause explanation for the gap that is not related to the avoidance of a timely installation of, or financial hardship for, said Improvement.

**8.3. Street Connectivity.** Master Developer hereby agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.

**8.4.1.** **Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit**
**8.4.2.** **C – Concept Plan**, as public thoroughfares at no cost to the County.

**8.5.1.** **Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.

**8.5.2.** **Reserved**.

**8.5. Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

**Reserved.**

**Project-Specific Street Improvements.**

**8.5.2.1.** **Private Streets.** The Parties agree that the roads shown on **Exhibit C – Concept Plan** as "private streets" shall be private streets that meet the minimum requirements of the International Fire Code or as otherwise

specified by the Local Fire Authority.

**8.5.2.2.** **Public Street**. The Parties agree that the roads shown on **Exhibit C – Concept Plan** as "public streets" shall be public streets, designed to, at a minimum, the minor residential street cross section illustrated in **Exhibit E – Cross Sections,** provided, however, the westernmost north/south public street may be a partial street, omitting improvements that are behind the curb on the west side of the street.

**8.5.2.3.** **900 South Street**. The Parties agree that the improvements of 900 South street shall be in accordance with the minimum standards of the two-lane street cross section illustrated in Title 104, Chapter 22 of the Code.

**Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.

**Reserved.**

8.5.3. **Reserved.**

8.5.4. **8.5.5.1. Reserved.**

8.5.5. **Street Trees.** All public streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

8.5.6.

**8.5.6.1.** **Tree Selection.** At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by a landscape architect, arborist, or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

**8.5.6.2.** **Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.

**8.5.6.3.** **Reserved.**

**8.5.6.4.** **Landscape Maintenance.** Except single-family home lots, all landscaping shall be maintained by an HOA.

**8.5.6.5.** **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.

**8.5.6.6.** **Quality Control.** For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

8.6.1.

**8.6.** **Non-Public Landscaping to be Water-Wise.** All lots within the development will implement water-wise landscaping measures as follows.

Water-wise landscaping. All lots within the development will implement water wise

landscaping measures as follows:

**8.6.1.1.** Lawns. No more than 20 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.

**8.6.1.2.** 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.

**8.6.1.3.** 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.

**Project-Specific Water-Wise Requirements.**

**8.6.2.** **8.6.2.1.** The requirements of this Section 8.6 shall not apply to a lot or area that is xeriscaped and no sprinkler or flood watering is used.

**8.6.2.2.** Reserved.

## 8.7. Utilities.

**8.7.1.** **Burying Utilities.** Master Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the Property and within any right-of-way adjacent to the Property. Long distance high voltage power transmission lines are exempt from this requirement.

**8.7.2.** **Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

**8.7.2.1. Reserved**

**8.7.2.2. Sewer Collection Service from County.** County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.

**8.7.2.3. Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

**8.7.2.4. Gravity Sewer Collection Lines.** Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that need or will in the future need a sewer connection, and to adjacent properties in locations approved by the County

Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County. With the intent of reducing reliance on and maintenance of County controlled sewer lift stations and associated facilities, Master Developer agrees to extend gravity sewer infrastructure to property boundary.

**8.7.2.5. Reserved.**

**8.7.2.6. Reserved.**

8.7.3. **Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure sufficient water necessary for both culinary and secondary needs for each subdivision plat prior to recordation of the subdivision plat.

8.7.4. **Stormwater.** Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to accommodate the general area's anticipated storm water and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

**8.7.4.1. Stormwater Storage Ownership and Maintenance.** The County reserves the right to require the maintenance of a stormwater storage facility to be the responsibility of a homeowner's or landowner's association in the event
8.7.5. the County Engineer determines that the proposed facility presents an inordinate demand for services.

**8.7.4.2. Reserved.**

**Reserved.**

**8.8. Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing
8.8.1. at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands
8.8.2. that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Further, the Parties agree that the per-dwelling unit cost to build parks to this standard in 2024 dollars equals approximately $7,500.00. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

***Parks Financial Donation: ?***

***Park Dedication: ?***

***Public Park Open Space Improvements: ?***

**Project-Specific Public Park Open Space Improvements and Considerations.** Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements and considerations.

***8.8.4.1. ?***

8.8.3. **8.8.4.2.** ***?***

8.8.4.

**8.9.** **Pathways.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached **Concept Plan (Exhibit C – Concept Plan)** and as otherwise specified as follows.

**Pathway Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways.

8.9.1. **Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to Exhibit C –

8.9.2. Concept Plan, or required pathway right-of-way shall be developed as an improved pathway.

**8.9.2.1.** **Required Pathways.** Regardless of what is displayed in **Exhibit C – Concept Plan**, a pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

**8.9.2.2.** **Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

**8.9.2.3.** **Non-Street Adjacent Pathway Landscaping.** For a pathway or pathway right-of-way that is not within a street right-of-way but abuts one or more lots, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association or similar entity. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

**8.9.2.4.** **Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public 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.

**8.9.2.5.** **Pathway Crossing of Residential Street.** Wherever a pathway intersects with a public residential street, Master Developer agrees to install or cause

to be installed the following in accordance with NACTO and other applicable best practice standards:

**8.9.2.5.1.** Raised Crosswalk. A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.

**8.9.2.5.2.** Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

**8.9.2.5.2.1.** Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;

**8.9.2.5.2.2.** The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.

**8.9.2.5.2.3.** The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

**8.9.3.**

**8.9.2.6. Reserved.**

**Reserved.**

**8.10. Reserved.**

**8.11. Allowed and Prohibited Uses.** Notwithstanding the use allowances under Section 104-22-3 of the Code, unless otherwise permitted as an accessory use and incompliance with all applicable

standards, all uses are prohibited uses (not permitted "N") within the project except as follows:

- Private park, playground or recreation area, noncommercial.
- Public park, recreation grounds.
- Trails.
- Dwelling, single-family [detached], in the configuration provided in Exhibit C – Concept Plan.
- Dwelling, single-family [attached], in the configuration of the single-family lots provided in Exhibit C – Concept Plan.

**8.12. Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of the *Traditional Wasatch Contemporary Architecture theme as specified in Section 104-22-6 of the Code.*

**Reserved.**

**Project-Specific Architectural Design Requirements.**

8.12.1.
8.12.2.

**8.12.2.1. Repetitious building facades prohibited.** Where multiple dwelling units are located along the same street block, whether in the same building or separate buildings, at least seven unique street-facing facade patterns shall be provided, or one per dwelling unit if fewer than seven units are present. A facade pattern is unique when its combination or arrangement of architectural forms, features, or materials creates a readily distinguishable appearance. Changes in color alone or mirroring an otherwise identical facade shall not constitute a unique pattern. Facade patterns shall be distributed to avoid readily apparent repetition within the same visible streetscape.

**8.12.2.2. Common Street-Facing Entrance.** For purposes of this section, a building containing multiple dwelling units with one common street-facing entrance and a street-facing facade resembling a single-family dwelling shall be counted as one dwelling unit.

**8.13. Proportionate Share of Offsite Improvements**. Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects.

## 9. Amendments, Modifications, 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 Master 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. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**Contents.** Modification Applications shall:

**9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.

**9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

9.2.1.

**9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

**9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

**9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

**County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

9.2.2.

9.2.3. **Planning Commission Review of Modification Applications.**

**9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

**9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

9.2.4.

**Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

**9.3. Project Facility Repair, Maintenance, and Replacement.** Master 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.

9.4.1.

**9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, the Planning Division Director may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project. 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.

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 Division Director.

**Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project may be made by County staff.

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

9.4.2.

9.4.3.

## 10. Miscellaneous Provisions.

**10.1. Reserved.**

**10.2. Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

Reserved.

10.2.1.

If applicable, written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.6.6.**

10.2.2.

10.2.3. Reserved.

**10.3. Financial Guarantee for Public Landscaping.** County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of **Section 106-4-3** of the Code, except for and in accordance with the following:

10.3.1.

10.3.2. **"Landscape unit."** For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.

**Completion and inspection**. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.

10.3.3.

**Release of Financial Guarantee.** Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in **Section 10.3.2**. No release shall be authorized:

**10.3.3.1.** Unless all required living material is clearly in good health as verified by County staff or, at the discretion of Master Developer, a certified arborist or similarly qualified professional; and

**10.3.3.2.** During annual dormancy, unless good health is first verified by a certified

arborist or similarly qualified professional.

**Cost Estimate.** Master Developer shall ensure any required improvement cost estimate accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.

**10.4. Reserved**.

**10.5. Reserved**.

10.3.4.

**10.6. Future Taxes, Services, and Districts.**

**District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

10.6.1.

**Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

10.6.2.

**Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

10.6.3.

**10.7. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

**10.8. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

**10.9. Provision of Services.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

## 11. General Provisions.

**11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

**11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

**11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

**11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer.

**11.4.1.** **Partial Assignment.** If any proposed assignment is for less than all of Master 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 approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Unless approved otherwise by the County, the only rights and responsibilities assignable under partial assignments are the rights and responsibilities pertaining to development within the assigned area, and Master Developer retains all other rights and responsibilities that pertain to the project not located within the assigned area, including any applicable offsite improvements.

**11.4.2.** **Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

**11.4.3.** **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

**11.4.4.** **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request. Such Notice shall include the following.

**11.4.4.1.** All necessary contact information for the proposed Assignee.

**11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber

County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

**11.4.4.3.** A verbatim transcription of this Section 11.4. "Assignability," or future amendment thereof, if applicable.

**Assignee Bound by this Agreement.** An Assignee shall be bound by the assigned terms and conditions of this Agreement.

**11.5.** **Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**11.4.5.**

**11.6.** **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

**11.7.** **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

**11.8.** **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Heritage Land Development, LLC. The parties may change their designated representatives by Notice.

**11.9.** **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

**11.10.** **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

**11.11.** **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

**11.12.** **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

**11.13.** **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

**11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

**11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

**11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

**11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

**11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

**11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

## 12. Notices.

**12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

**12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.

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**If to the County:**

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

**With copies to:**

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

**If to Master Developer:**

Heritage Land Development, LLC
470 N 2450 W
Tremonton, UT 84337

**12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

12.3.1. **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice).

12.3.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice

12.3.3. **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

## 13. Default and Remedies.

**13.1. Notice of Default.** If Master Developer or a Subdeveloper or the County 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.

13.1.1. **Contents of the Notice of Default.** The Notice of Default shall:

**13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;

**13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

**13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and

13.1.2. **13.1.1.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

13.2.1. **Default Resolution Required.** In the event of Default by Master Developer, the County agrees any declaration of Default shall be executed by passing a resolution that declares the Default.

**13.2. Dispute Resolution Process.**

**Conference.** In the event of any dispute relating to this Agreement, the Parties, upon

the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.2.2. **Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

**13.3. Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

13.3.1. **Code Enforcement.** The Master Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof.

13.3.2. **Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

13.3.3. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.3.4. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been

13.3.5. cured.

13.3.6. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide evidence that it is pursuing a cure with reasonable diligence.

**Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13.4. Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

## 14. Entire Agreement.

This Agreement, together with all exhibits hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

## 15. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

## 16. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF,** the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

## 17. SIGNATURES

**"County"**
**Weber County, a body corporate and politic of the State of Utah**

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**“Master Developer”**

_____

By: _____

Print Name: _____

Title: _____

**DATE:** _____

**Master Developer Acknowledgment**

State of Utah )

)ss.

County of Davis )

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the_____of_____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

_____ _____

My Commission Expires: Notary Public, residing in

## Exhibit A – Property Legal Description

Parcels and Legal Description of Lots Comprising Willow Village

Parcel #: **150480045**

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBERCOUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE SOUTHWEST CORNER OF THE BARNS AT TERAKEEFARMS NO.1 SAID POINT BEING 1390.53 FEET SOUTH 89D05'07" EASTALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAIDSECTION 17; AND RUNNING THENCE NORTH 89D05'07" WEST 580.99FEET; THENCE NORTH 0D57'15" EAST 1229.11 FEET; THENCE SOUTH89D05'07" EAST 425.93 FEET; THENCE SOUTH 0D54'53" WEST 105.47FEET; THENCE SOUTH 89D05'07" EAST 59.99 FEET TO THE WESTBOUNDARY OF SAID SUBDIVISION; THENCE ALONG SAID SUBDIVISIONTHE FOLLOWING THREE (3) COURSES, (1) SOUTH 0D56'43" WEST 50.00FEET, (2) SOUTH 89D05'07" EAST 95.00 FEET, AND (3) SOUTH0D57'17" WEST 1073.64 FEET TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAINAN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WASCALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

**Exhibit B – Property Graphic Depiction**

**Exhibit C – Concept Plan**

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the County, regardless of how it may affect the Project.

**Requirements of a concept plan.** A concept plan shall comply with the following. The final agreement should replace this text box with the concept plan.

- Survey. The surveyed boundary lines of the Property and, if multiple zones, the boundaries of the zones, showing measured and/or recorded bearings, distances, and other controlling data with ties to section corners. Survey boundaries shall match the legal description(s) of Exhibit A – Property Legal Description.
- Street and Pathway Layout and Configuration.
    - Connectivity Plan. Conceptually illustrate the Project streets and how they align or connect to eachother and to other streets on the perimeter of the Project. Also include in dashed lines a concept for how streets *might* align or connect with other streets outside of the Property.
    - Street Labels. All public streets shall be labeled accordingly.
        - Minor Residential Streets shall be labeled with an "A."
        - FB zone shall be labeled "in accordance with the FB zone's two-lane cross section."
- Public Park Open Space. Conceptually illustrate the Public Park Open Space acreage.
    - Label and shade, in a unique hue of green, the acreage intended to be improved park.
    - Label and shade, in a unique hue of green, the acreage intended to be natural park.
    - Label and shade, in a unique hue of green, the acreage intended to be pathway right-of-way.
    - Provide an open space table that shows:
        - Total Public Park Open Space acreage;
        - Improved park acreage;
        - Natural park acreage;
        - Pathway right-of-way acreage (except that acreage already counted within improved or natural park area); and
        - Linear feet of pathway that is not street-adjacent.
- Lots. Conceptually illustrate the general configuration of lot area. Unless otherwise required by the county, each lot or unit need not be illustrated, but rather each area that will contain lots and the configuration thereof.
- Other. Conceptually illustrate areas that are likely to be used for other purposes not specified above, such as area for utilities, water reservoirs, lift stations, pump houses, etc.

**Exhibit D – Associated Rezone Area**

*Insert depiction of the rezone.*

## Exhibit E – Street Cross Sections

Minor Residential Streets shall be labeled with an “A” on the Master Plan.

**MINOR RESIDENTIAL**
VEHICLE LANES: 2 (UNMARKED)
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET (UNMARKED)

***CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH***

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *DOES NOT PROVIDE SIGNIFICANT CONNECTIONS THROUGH NEIGHBORHOOD OR TO COLLECTOR OR ARTERIAL STREETS.*

***NOTE:** ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.*

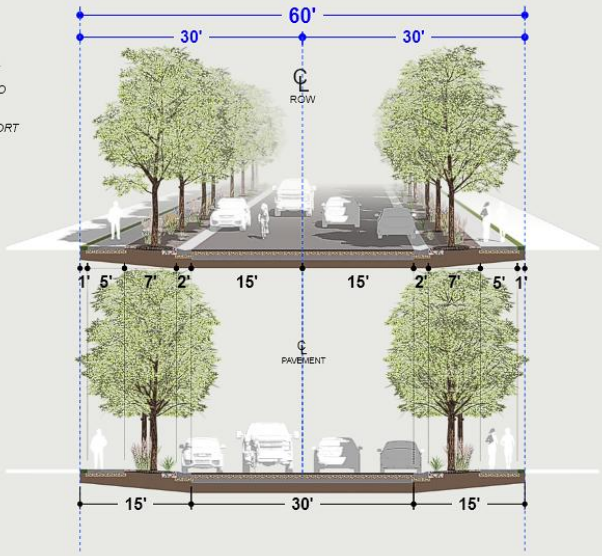


**Exhibit F – Non-Street-Adjacent Pathway Cross Section**




*The widths in the illustration above shall be the minimum. Pathway trees are required. Other landscaping shall be at the discretion of the developer after demonstrating compliance with minimum county standards during design review process of the development.*

**Exhibit G – Reserved.**

**Exhibit H – Reserved.**

**Exhibit I – Reserved.**

**Exhibit J – Reserved.**

## Exhibit K – Fallback Land Use Provisions

**Applicability.** These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

### 1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

### 2. Reserved

### 3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

#### 3.1 Accessory Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Accessory building, accessory and incidental to the use of a main building. | P | |
| Accessory dwelling unit. | P | See Chapter 108-19. |
| Accessory use, accessory and incidental to the main use. | P | |
| Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation. | P | See Section 4.1 below. 5-acre use. |
| Custom exempt meat cutting, accessory to a residential use. | N | |
| Family food production, accessory to a residential use. | P | See Section 4.5 below. |
| Home occupation, accessory to a residential use. | P | See Chapter 108-13. |
| Household pets, accessory to a residential use. | P | |
| Main building, designed or used to accommodate the main use. | P | |
| Parking lot, accessory to a main use allowed under these provisions. | P | |
| Parking of large vehicle, accessory to residential use. | C | See Section 4.7 below. 5-acre use. |
| Parking of construction vehicle. | C | See Section 4.6 below. 5-acre use. |
| Sugar beet loading or collection station. | P | |
| Sugar beet dump site. | P | |
| Temporary building or use, accessory and incidental to onsite construction work. | P | See Section 4.8 below. |

#### 3.2 Agricultural Uses, Non-Animal

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agriculture. | P | |
| Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation. | P | |
| Agricultural experiment station. | P | |
| Aquaculture. | P | |
| Fruit and vegetable storage and packing plant, for produce grown on premises. | N | |
| Grain storage elevator. | N | |
| Greenhouse and nursery. Sales are limited to plants produced on the premises. | P | |

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Laboratory facility, for agricultural products and soils testing. | N | |
| Manure spreading, drying and sales. | N | |

### 3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Animal grazing, as defined in Section 101-2. | P | See Section 4.2 below. 5-acre use. |
| Animal feeding operation, as defined in Section 101-2. | N | |
| Animal feeding operation, large concentrated, as defined in Section 101-2. | N | |
| Apiary. | P | |
| Aquaculture, animal related. | P | |
| Aviary. | P | |
| Chinchilla raising. | N | |
| Corral, stable or building for keeping animals or fowl. | P | See Section 4.3 below. |
| Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm. | N | 5-acre use. |
| Dairy or creamery. | N | |
| Dog breeding, dog kennels, or dog training school. | N | See Section 4.4 below. 2-acre use. |
| Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses. | P | |
| Slaughterhouse. | N | |
| Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel. | N | 5-acre use. |
| Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time. | N | |

### 3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agri-tourism. | C | See Chapter 108-21. |
| Airport. | N | |
| Campground and picnic area. | C | See Chapter 108-20. |
| Cannabis production establishment, as defined by state code. | N | See Section 108-7-34. |
| Child day care. | N | |
| Circus or transient amusement. | N | |
| Equestrian training and stable facilities. No more than ten horses per acre of land used for horses. | C | 5-acre use. |
| Golf course, except miniature golf course. | P | |
| Golf driving range. | N | |
| Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod. | N | |
| Gun club. | N | 5-acre use. |
| Horse racing and training track, cutter racing track, including indoor concessions as an accessory use. | N | |
| Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc. | N | |
| Stables. | N | |
| Skeet shooting range. | N | 5-acre use. |
| Turf horse jumping course. | N | |
| Veterinary Facility. | N | |

### 3.5 Institutional Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Campground and picnic area. | C | See Chapter 108-20. |
| Cemetery. | P | |
| Convalescent or rest home. | N | |
| Correctional institution. | N | |
| Church, synagogue or similar building used for regular religious worship. | P | |
| Dog pound. | N | |
| Equestrian training and stable facilities, noncommercial. No more than five horses per acre. | N | |
| Hospital. | N | |
| Private park, playground or recreation area. No privately owned commercial amusement business. | P | |
| Public building. | P | |
| Public park, recreation grounds and associated buildings. | P | |
| Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools. | P | |
| Public storage facilities developed by a public agency. | C | See Chapter 108-10. |
| Sanitarium. | N | |
| School bus parking, provided the vehicle is parked at least 30 feet from a public street. | C | |

### 3.6 Residential Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Residential facility for elderly persons. | P | See Section 108-7-15. |
| Residential facility for handicapped persons. | P | See Section 108-7-13. |
| Residential facility for troubled youth. | C | See Section 108-7-14. |
| Single-family dwelling. | P | |
| Two-family dwelling. | N | |

### 3.7 Utility Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Public utility substations. | C | See Title 108, Chapter 10. |
| Radio or television station or tower. | C | See Title 108, Chapter 10. |
| Wastewater treatment or disposal facilities. | N | See Title 108, Chapter 10. |
| Small wind energy system. | N | See Section 108-7-24. |

### 3.8 Other Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance. | N | |

## 4. Special Regulations

### 4.1 Agricultural Produce Sales, Onsite

1. "Onsite" means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.
4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.
5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

### 4.2 Animal Grazing

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

### 4.3 Corral, Stable or Building for Keeping Animals or Fowl

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

### 4.4 Dog Breeding, Dog Kennels, or Dog Training School

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

### 4.5 Family Food Production

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

### 4.6 Parking of Construction Vehicle

1. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee.
2. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

### 4.7 Parking of Large Vehicle

1. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

### 4.8 Temporary Building or Use

1. The building or use shall be removed upon completion or abandonment of the construction work.

## 5. Site Development Standards

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum lot area - dwelling | 40,000 square feet | |
| Minimum lot area - other main building or use | 2 acres | |
| Minimum lot area - 2-acre use | 2 acres | |
| Minimum lot area - 5-acre use | 5 acres | |
| Public utility substation | See Section 108-10-2 | |
| Minimum lot width and street frontage | 150 feet | |
| Minimum lot width and street frontage for 2- and 5-acre use | 300 feet | |
| Minimum front setback - all buildings | 30 feet | See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet. |
| Minimum side setback - dwelling | 10 feet; total width of both side setbacks not less than 24 feet | See Section 108-7-10. Cluster-subdivision exception: 5 feet. |
| Minimum side setback - other main building | 20 feet | See Section 108-7-10. |
| Minimum street-side setback - corner lot | 20 feet | See Section 108-7-10. |
| Minimum side setback - accessory building | 10 feet; 1 foot if at least 6 feet to rear of main building | See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies. |

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum rear setback - main building | 30 feet | See Section 108-7-10. Cluster-subdivision exception: 20 feet. |
| Minimum rear setback - accessory building | 1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot | See Section 108-7-10. Cluster-subdivision exception applies. |
| Minimum building height - main building | 1 story | |
| Maximum building height - main building | 35 feet | |
| Maximum building height - accessory building | 25 feet | See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials. |

# Staff Report to the Weber County Planning Commission

*Weber County Planning Division*

## Synopsis

### Application Information

| | |
|---|---|
| **Application Request:** | File #ZMA2026-09 – A hearing and consideration of a zoning map amendment for the Alvord Rezone, involving approximately 47.82 acres near 450 South and 3600 West. The request is to change agricultural A-1 and A-2 zoning to R1-15 residential zoning, with a master development agreement. |
| Agenda Date: | October 13, 2026 |
| Applicant: | Alvord Family Farm LLC; Agent: Mike Alvord |
| File Number: | ZMA2026-09 |
| Frontier Project Link: | https://frontier.co.weber.ut.us/p/Project/Index/27058 |

### Property Information

| | |
|---|---|
| Approximate Address: | Approximately 450 South and 3600 West |
| Current Zone(s): | Agricultural A-1 and A-2 |
| Proposed Zone(s): | Residential R1-15; Staff preferred Open Space O-1 for the Weber River corridor |

### Adjacent Land Use

| | | | |
|---|---|---|---|
| North: | Agriculture | East: | Weber River; agricultural (Marriott Slaterville) |
| South: | Agriculture and large-lot residential | West: | Agriculture and large-lot residential |

### Staff Information

| | |
|---|---|
| **Report Presenter:** | Charlie Ewert<br>cewert@webercountyutah.gov<br>801-399-8763 |
| **Report Reviewer:** | RG |

## Applicable Ordinances

§Title 102, Chapter 5, Rezone Procedures
§Title 104, Chapter 2, Agricultural Zones
§Title 104, Chapter 26, Open Space Zone
§Title 104, Chapter 12, Residential Zones

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

*Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.*

The applicant requests a rezone of approximately 47.82 acres near 450 South and 3600 West from A-1 and A-2 to R1-15, with a proposed residential subdivision at a maximum entitlement of 138 lots. The proposal includes 8.78 acres of public parkland along the Weber River, approximately 8,000 linear feet of hard-surfaced pathways, and construction of the planned “new” 400 South collector street.

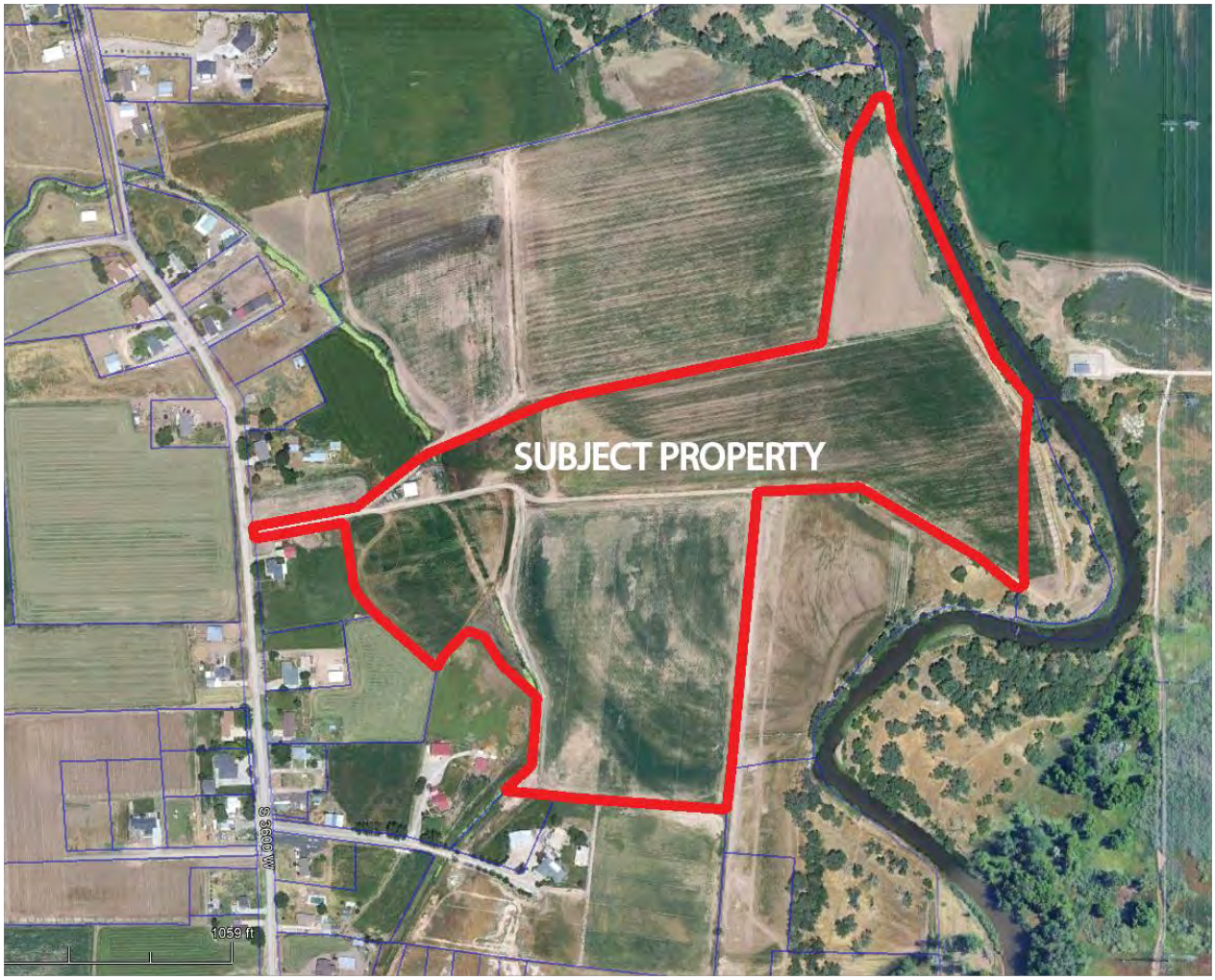
The proposal is generally consistent with the general plan's Medium-Large Lot Residential designation and would advance several smart growth objectives, including street and pathway connectivity, recreational opportunities, and preservation of the Weber River corridor as part of the planned Emerald Necklace. Staff

recommends zoning the proposed river park O-1, or alternatively retaining its existing A-2 zoning, while allowing its acreage to count toward the project's overall residential density.

The principal matters to consider involve transportation infrastructure, particularly the alignment and construction of 400 South, necessary improvements to 3600 West, and provision of adequate secondary emergency access. These matters, along with park dedication, pathway construction, and other development obligations, can be enforced through the attached draft development agreement.

Staff recommends approval of the rezone, conditioned upon approval of a development agreement that secures the proposed public benefits, establishes necessary infrastructure obligations, and limits the project to 138 residential lots. With these assurances, the proposal can accommodate planned residential growth while providing meaningful community benefits consistent with the general plan.

## Policy Analysis




The proposed zoning map amendment concerns 47.82 acres, presently zoned A-1 and A-2. The conceptual subdivision depicts 134 lots – the property's gross acreage multiplied by the R1-15 zone's 2.9 units per acre allows up to 138 lots.

The proposed rezone is within the County's approximately 2.9-unit-per-acre application of the general plan's Medium-Large Lot Residential designation. These calculations include the 8.78 acres proposed for dedication as a public park. The density calculation includes the parkland acreage as an incentive for developer to contribute to the creation of the Emerald Necklace specified in the general plan.

The following analysis applies the six rezone criteria identified in County Code.

**Zoning Analysis**

The A-1 and A-2 zones presently provide agricultural and low-density rural residential opportunities. The applicant seeks R1-15 for the residential portion of the property and has proposed a 300-foot river corridor for the proposed parkland/Weber River corridor.

The purpose and intent of the A-2 zone is to support moderate-intensity farming and rural residential use. The A-1 zone similarly provides for low-intensity agricultural and rural residential uses. Although the existing rural zoning reflects current conditions, the general plan's Future Land Use Map anticipates a more residential development pattern here.

The O-1 zone is staff's preferred designation for the proposed riverfront park. It establishes a means to ensure development along the Emerald Necklace is limited in the event the development does not proceed or is only partially complete. By the same token, the applicant is reluctant to place the corridor in O-1 if the project does not proceed. If the O-1 zone is not favored by the planning commission, then as a fallback, staff recommends retaining A-2 development standards on the river corridor, rather than placing the entire site in R1-15.

The applicant proposes dedication of 8.78 acres along the Weber River as illustrated in the concept plan. This is approximately 18.4 percent of the gross property acreage. Its location and proposed 300-foot width will help establish a segment of the General Plan's Emerald Necklace.

Weber County Code identifies six general criteria for considering rezones:

a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*
b. *Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.*
c. *The extent to which the proposed amendment may adversely affect adjacent property.*
d. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
e. *Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
f. *Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

The analysis below applies these criteria to the Alvord proposal.

***(a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.***

The project will help implement the Emerald Necklace by dedicating an approximately 8.78-acre riverfront park and constructing approximately 1,200 feet of Weber River Parkway. A total of approximately 4,058 linear feet of 10-foot-wide paved pathways is proposed in excess of baseline connectivity requirements, inclusive of the 1,200-foot river segment.

The proposed "new" 400 South alignment is shown in the general plan is intended to be a two-lane minor collector with an 80-foot right-of-way. The applicant's existing 60-foot access strip reaches 3600 West along that general alignment.

The General Plan emphasizes the preservation of agrarian roots through public-space and street design, open space, and a variety of lot sizes and property uses. The applicant's proposal generally reflects this direction, although existing agricultural land would be converted to residential development.

The park dedication and planned river corridor provide an identifiable public benefit beyond conventional subdivision requirements. The agreement should make the dedication either upfront with the first subdivision plat, or in incremental dedications commensurate to each lot's pro-rata share of the parkland.

The project should be assessed against the basic and exemplary smart growth principles, distinguishing offered enhancements from standards already required by County ordinance.

General Plan Smart Growth Principles

The following principles are material to this application:

1. *Street connectivity:* New 400 South is intended to serve a broader community collector function, not merely internal subdivision access. The concept plan shows significant connections into adjacent properties, each to one day provide a street connection.
2. *Pathway connectivity:* The concept plan proposes approximately 8,000 total feet of hard-surface 10-foot-wide pathways. Which will expand regional and neighborhood pedestrian and bicycle connections.
3. *Open space and recreation:* The 8.78-acre river park would provide a publicly owned Emerald Necklace segment. Park improvements other than the Parkway pathway have not been established.
4. *Dark sky:* The county's adoption of an outdoor lighting code is intended to satisfy this objective of the plan.
5. *Water conservation:* No additional culinary or secondary water conservation measures have been offered.
6. *Air quality:* No project-specific emissions, building efficiency, or clean-air commitments have been offered.

These distinctions matter when evaluating whether the public benefits justify a legislative increase in residential development intensity.

The exemplary principles also warrant consideration. A single-family R1-15 development offers less inherent housing-type variety than a mixed-housing project. Staff has identified the potential for smaller clustered lots to diversify housing and possibly moderate housing costs, but no binding lot-mix or affordability commitment has been provided.

Lot averaging. Lot averaging is now adopted into the Weber County Code – but allowing this project to benefit from the density along the river corridor has the same effect.

Regional trails and pedestrian priority. Both the Weber River Parkway trail and the slough trail are shown on the general plan maps as being a regionally significant trail/pathway. Other offered pathways will help provide additional connections to adjoining properties and reduce the connecticity uncertainty resulting from the property being surrounded by undeveloped but developable property. HOA open space containing pathways should be platted with adjacent residential parcels so pathway construction is a required improvement of those plats.

River Parkway delivery. Staff recommends that the developer financially guarantee construction of the river parkway pathway with the first plat. Physical construction can be deferred until all river park acreage has been dedicated. The guarantee and completion trigger should be written precisely.

Distinctive sense of place. Tree-lined streets, connected pathways, variety of lot sizes, open space, and the Emerald Necklace are consistent with the plan's intended character for the area.

Higher energy efficiency and solar generation. Neither is proposed as a project-specific commitment.

Agricultural preservation and transfers of development rights. No transfer of development rights or continuing agricultural preservation measure is proposed, although attributing density from the river corridor to the project is akin to transferable density.

Overall, the proposal is generally consistent with the General Plan, with substantial public benefits tied to the park, trails, and street network. That conclusion assumes the identified public benefits are secured and the necessary infrastructure is provided.

***(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.***

The general plan specifically anticipates the development and development type in the proposed location, and the nearby proposed Riverbend Phase 4 reinforces the likelihood of transitioning the area from agriculture to residential. The 300-foot river corridor, parkland, pathways, and tree-lined streets can moderate the perceived transition.

***(c) The extent to which the proposed amendment may adversely affect adjacent property.***

Conversion from agriculture to residential use can change traffic, drainage, activity, and expectations along shared boundaries. Legislative consideration should distinguish foreseeable physical impacts from generalized concerns about change, while taking both seriously.

The most consequential adjacent-property issue is the street network. Without a reliable collector connection and upgrades to 3600 West, development traffic could be concentrated on roadways built for the existing sparse residential and agricultural pattern.

The applicant proposes to connect to the easternmost north-south road in Riverbend Phase 4 if that project is approved. Because this is contingent on another development, it cannot be assumed available yet. County code limits development to no more than 15 lots until the local fire authority confirms an acceptable secondary access arrangement.

***(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

Roadways/Traffic.

The "' 400 South is planned as an 80-foot right-of-way, two-lane minor collector. Staff recommends retaining the general plan's alignment through the applicant's existing 60-foot access strip to 3600 West. A southerly shift is acceptable only if the intervening property owner (Allred's) desires to participate and the relocated street can actually be constructed, rather than simply stubbed into land outside the applicant's control. This is also an important considerate for the Wagstaff South proposed rezone across the 3600 West Street.

If the "new" 400 South street remains within the applicant's 60-foot access corridor, staff anticipates requiring construction of the southern three-quarters of the street section for that segment, subject to final engineering and right-of-way arrangements.



For 3600 West, staff recommends that, if the applicant or county can acquire the needed right-of-way, the applicant improve the east side to at least a 13-foot asphalt half-width, or achieve a 26-foot total asphalt street width, whichever is greater. The improvements should extend to the northern boundary of Riverbend Farms, which is approximately 1,324 feet to the south of the Alvord access strip. The work should occur before or concurrently with paving inside the subdivision. This segment must be coordinated with potential Riverbend Phase 3 and 4 improvements farther south and Bitton/Herrick obligations near 651 South; neither neighboring project's completion is guaranteed. If the applicant or the county can acquire sufficient right-of-way width, a 15-foot asphalt half-width should be required, with the two-foot difference being reimbursed with a transportation impact fee credit for the project. Regardless of who acquires the necessary right-of-way, the applicant should cover the reasonable costs upfront, the cost for which should be reimbursed through project impact fee credits.

Police and Fire Protection.

The local fire authority's requirements must control. Staff recommends no more than 15 lots before a compliant secondary means of access is provided, whether by an approved Riverbend connection or another lawful solution. Staff does not anticipate police service demands in excess of that needed for typical residential development.

Stormwater Drainage Systems.

The property contains a slough traversing the site and fronts the Weber River. The concept appears to pipe the slough. Any such proposal must be supported by engineering design, conveyance capacity, downstream impacts, easements, and required permits. A final stormwater plan will be required with subdivision application.

Water Supply

Taylor-West Weber Water Improvement District is identified as the culinary water provider. The applicant has submitted a letter from them acknowledging the proposed development. No additional water conservation commitment is offered.

Wastewater

Weber County is identified for wastewater collection and Central Weber Sewer Improvement District for treatment. Connection and capacity determinations should be confirmed before applicable subdivision approvals.

Refuse Collection

No project-specific refuse arrangement has been submitted. Service adequacy and collection access should be confirmed through the normal development review process.

***(e) Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.***

The Weber River and slough are the only two watercourses identified on the wetlands map. The river and its floodplain appear to remain within the physical banks along this property, and the land has historically been farmed to the bank. Neither observation substitutes for a current floodplain determination, wetlands delineation, or agency review – each will be addressed during subdivision review.

The park corridor offers an opportunity to preserve public access and provide a substantial buffer from future residential lots. Slough piping and grading should be evaluated for habitat, drainage, and water-quality effects, with all required permits obtained before disturbance.

***(f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

Staff considers the "new" 400 South collector and 3600 West upgrades essential conditions of support. The timing, right-of-way contingencies, cross sections, and responsibility for construction must be established in the development agreement. Future technical traffic analysis may be required under applicable subdivision standards.

## Staff Recommendation

After reviewing the proposal within the intended context of the amended general plan, it is staff's opinion that this rezone can help advance the plan's vision and goals – pending approval of the draft development agreement. If the planning commission determines the same, and if the planning commission can support the timing of the proposal, then a recommendation for approval may be appropriate. Staff's assessment is given with the following considerations, as well as those in the draft development agreement.

1. The agreement should have a ten-year term. The extended length is to give the applicant ample time to preserve the Weber River Corridor as the project is platted.
2. All non-river pathways should be constructed with the applicable subdivision improvements. HOA open space and associated pathways should be platted with adjoining lots.
3. The river parkway construction guarantee should be posted with the first plat, with completion triggered by dedication of the entire river park acreage.
4. New 400 South should follow the General Plan collector alignment, with an 80-foot planned right-of-way, unless the applicant obtains the intervening owner's cooperation for a constructible southern alignment.
5. The agreement should address the approximately 1,324-foot 3600 West improvement segment, conditioned on the acquisition of necessary right-of-way, and require improvement of the east half to a 13-foot asphalt half-width or 26-foot total asphalt width, whichever is more, before or concurrent with internal subdivision paving.
6. The agreement should reserve and require dedication separate from the parkland area for the required right-of-way width for a future Weber River bridge connection to Marriott-Slaterville's 200 South.
7. No more than 15 lots should be permitted before the local fire authority approves a compliant secondary access solution. Utility capacities, drainage and slough piping, environmental permits, and technical access designs may be resolved through subsequent subdivision review, but the agreement must not waive applicable standards.

Staff's recommendation is offered with the following findings:

1. The proposed gross residential density generally corresponds to the General Plan's Medium-Large Lot Residential designation.
2. The public river park, Parkway trail, additional pathways, and collector street would advance the General Plan's Emerald Necklace, connectivity, and community character goals if secured by agreement.
3. Potential roadway, emergency access, drainage, and environmental impacts can be addressed through enforceable agreement obligations and applicable subsequent development review, subject to confirmation by the relevant agencies.
4. The requested zoning is supportable only with the specified public benefits and infrastructure safeguards; the project-specific development agreement has not yet been negotiated.
5. The proposal will support the overall general health, safety, and welfare of the community.

## Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

**Motion for positive recommendation as-is:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09 – a proposed zoning map amendment for the Alvord Rezone, involving approximately 47.82 acres near 450 South and 3600 West, to change agricultural A-1 and A-2 zoning to R1-15 residential zoning, with a master development agreement.

I do so with the following findings:

*Example findings*:

1. *The changes are supported by the general plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the general plan.*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

**Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09 – a proposed zoning map amendment for the Alvord Rezone, involving approximately 47.82 acres near 450 South and 3600 West, to change agricultural A-1 and A-2 zoning to R1-15 residential zoning, with a master development agreement, but with the following additional edits and corrections:

*Example of ways to format a motion with changes:*

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [____ desired edits here _____].*
3. *Etc.*

I do so with the following findings:

*Example findings*:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

**Motion to table:**

I move we table action on File #ZMA2026-09 – a proposed zoning map amendment for the Alvord Rezone, involving approximately 47.82 acres near 450 South and 3600 West, to change agricultural A-1 and A-2 zoning to R1-15 residential zoning, with a master development agreement. I do so in order to:

*Examples reasons to table:*

- *Example: provide additional time for consideration and review.*
- *Example: enable the applicant time to amend the application in a more suitable manner as discussed in this meeting.*
- *Example: allow staff to provided further research and/or information that will assist in making a final decision.*
- *[_____ add any other desired reasons here _____].*

**Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZMA2026-09 – a proposed zoning map amendment for the Alvord Rezone, involving approximately 47.82 acres near 450 South and 3600 West, to change agricultural A-1 and A-2 zoning to R1-15 residential zoning, with a master development agreement. I do so with the following findings:

*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____ add any other desired findings here _____].*

## Exhibits

**Exhibit A: Application.**

*(Following pages)*

735 West 2400 South • Syracuse, Utah 84075
Tel (801) 773-4204 • Fax (801) 773-4603 • Cell (801) 645-2300

**MAC BUILDERS**

August 11, 2026

To Whom it May Concern:

The Alvord Farm development consists of 133 single-family residential lots across 47.76 total acres. The master plan was designed to support Weber County's open space initiatives by preserving sensitive riparian environments while managing residential growth.

Additionally, the development includes 8.75 acres dedicated to the Taylor West Weber Park District, contributing to a unified public recreational infrastructure and enhancing pedestrian trail connectivity.

To ensure zoning compliance, the layout prioritizes the County's goals for open space and community trails. Within the 47.76 -acre master plan, 10.23 acres (21.43%) are dedicated to the public right-of-way. This interior street layout fully accommodates county engineering standards for roadway widths, emergency response turnarounds, and safe neighborhood circulation.

Thank you for your time concerning this matter. Please contact Mike Alvord (801)645-2300.

Sincerely,

Michael Alvord
President, Mac Builders

| SITE LANDUSE SUMMARY | SF | AC | % |
|---|---|---|---|
| PARCEL AREA | 2,078,745 | 47.72 | 100% |
| STREET ROW | 545228 | 12.52 | 26% |
| LOTS (MINUS PRIVATE DRIVEWAYS) | 966550 | 22.19 | 46% |
| PRIVATE DRIVEWAYS | 43094 | 0.99 | 2% |
| AREA DEDICATED TO TAYLOR WEST WEBER PARK | 382620 | 8.78 | 18% |
| TRAIL ROW (MINUS DEDICATED LAND) | 65356 | 1.50 | 3% |
| ADDITIONAL NATIVE OPEN SPACES | 80180 | 1.84 | 4% |
| TOTAL AREA | | 47.82 | 100% |

75.00
60.00
OPEN SPACE
8.78 AC.
(DEDICATION)
300'
100 YEAR
FLOOD PLAIN

SCALE: 1" = 100'
DATE: 7/30/26
DESIGN: TG
DRAWN: TG
CHECKED: TN
DWG: R1100 - MAC BUILDERS\R1100-300 - ALVORD FARM\DESIGN\CIVIL\ALVORD FARM CONCEPT-2.DWG

REVISIONS

| DATE | DESCRIPTION |
|---|---|

ALVORD FARM CONCEPT
PARCEL NO.150430035, WEBER COUNTY, UTAH
LOCATED IN THE WEST HALF OF SEC. 15 & EAST HALF SEC. 16
TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE S.L.B.&M.

GARDNER ENGINEERING
CIVIL ■ LAND PLANNING
MUNICIPAL ■ LANDSURVEYING
1990 W 2100S, WEST HAVEN UT 84401
P 801.476.0202 F 801.476.0066

S1

FUTURE STUB

FUTURE STUB

FUTURE STUB

FUTURE STUB

FUTURE BRIDGE AND CONNECTION (INFRASTRUCTURE BY OTHERS)

FUTURE CONNECTION TO NILSON HOMES SUBDIVISION

FUTURE CONNECTION TO NILSON HOMES SUBDIVISION

SECOND ACCESS - CONNECTION TO NILSON HOMES SUBDIVISION

100 YEAR FLOOD PLAIN

15' FUTURE TRAIL RIGHT OF WAY

40' FUTURE ROAD

**ROAD CLASSIFICATIONS**

- (A) MINOR RESIDENTIAL STREET
- (B) MAJOR RESIDENTIAL STREET
- (C) MINOR COLLECTOR STREET
- (D) MAJOR COLLECTOR STREET
- (E) MINOR ARTERIAL STREET
- (F) MAJOR ARTERIAL STREET

# ALVORD FARM ROADWAY & CONNECTIVITY PLAN

PARCEL NO.150430035, WEBER COUNTY, UTAH

LOCATED IN THE WEST HALF OF SEC. 15 & EAST HALF SEC. 16

TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE S.L.B.&M.

SCALE: 1" = ± 100'
DATE: 7/30/26
DESIGN: TG
DRAWN: TG
CHECKED: TN
DWG: R1100 - MAC BUILDERS\R1100 - ALVORD FARM\DESIGN\DWG\ALVORD FARM CONCEPT 2.DWG

REVISIONS

| DATE | DESCRIPTION |
|---|---|

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

S2

NATIVE OPEN
0.13 AC

NATIVE OPEN
1.0 AC

NATIVE
OPEN
2.3 AC

NATIVE OPEN
0.5 AC

300' BUFFER

NATIVE OPEN
0.13 AC

100 YEAR
FLOOD PLAIN

SCALE: 1" = ± 100'
DATE: 7/30/26
DESIGN: TG
DRAWN: TG
CHECKED: TN
DWG: R:\1530 - MAC BUILDERS\8-3D - ALVORD FARM\DESIGN\CIVIL\ALVORD FARM CONCEPT 2.DWG

REVISIONS

| DATE | DESCRIPTION |
|---|---|

# ALVORD FARM PARKS PLAN

PARCEL NO.150430035, WEBER COUNTY, UTAH

LOCATED IN THE WEST HALF OF SEC. 15 & EAST HALF SEC. 16

TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE S.L.B.&M.

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

S3

May 28, 2026

Charles Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Alvord Family Farm LLC
Sanitary Sewer Service
Will Serve Letter

Charles:

We have reviewed the request of Richard Alvord to provide sanitary sewer treatment services to the development called Alvord Family Farm LLC located at approximate address 400 S. 3600 W. proposed 100 lots. We offer the following comments regarding Central Weber Sewer Improvement District ('the District') providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.

2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.

3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:

   *Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities.** This annexation must be complete before the sale of any lots in the subdivision. Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.

6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Paige Spencer
Richard Alvord

TAYLOR WEST WEBER WATER DISTRICT
**2815 WEST 3300 SOUTH**
**WEST HAVEN, UTAH 84401**
**801-731-1668**
5/11/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that Taylor West Weber Water District (the "District") has the ***Ability To Serve*** and that the District has the capacity to provide **only** culinary water for the property parcel #150430035 West Weber Utah. the developer may possibly have a total of 130 eru's. The property rezone is being proposed by Richard Alvord. The District has a 6" water line on 3600 W. This waterline will need to upgraded to at least an 8" waterline for fire suppression purposes. Pressurized secondary water must be provided by Hooper Irrigation Company. This is simply an ability to serve letter and an **acknowledgement** of the rezone request. No concept plan has been provided. For subdivision approval plans must be submitted and approved by the Board and District engineer, all District requirements must be met.

Requirements:

Requirements will be issued pending Board approval and a preliminary will serve letter will be issued.

Taylor West Weber Water District reserves the right to make or modify the level of service based on the engineering review and/or other circumstances that may arise before subdivision approval is issued. Fees and requirements are subject to change based on impact studies and engineering review.

**FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER.**

Sincerely,

Expires 11/11/2026.

Ryan Rogers – Manager

Taylor West Weber Water District

**Exhibit B: Current Zone Map.**



**Exhibit C: Proposed Zone Map.**

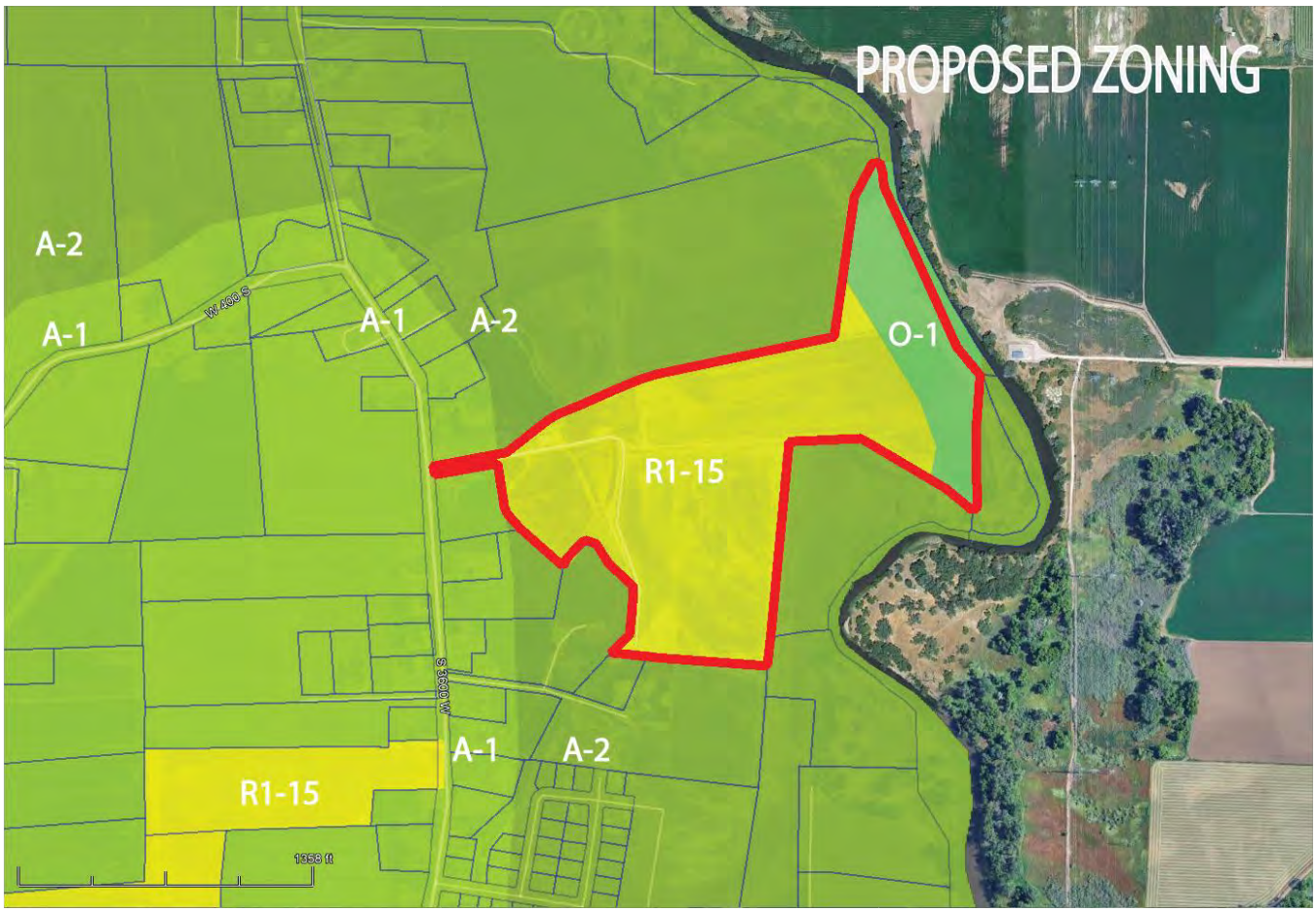


**Exhibit D: Draft Development Agreement.**

# DEVELOPMENT AGREEMENT

**Between**

**WEBER COUNTY, UTAH**

**and**

***Alvord Family Farm LLC***

**for the**

***Alvord Family Farm Rezone***

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# DEVELOPMENT AGREEMENT

***Alvord Family Farm***

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and *Alvord Family Farm LLC* ("Master Developer"), [, together referred to as the "Parties."

# RECITALS

**WHEREAS,** The Master Developer desires and intends to develop a *residential development* (the "Project") in the unincorporated area of Weber County known as *West Weber*;

**WHEREAS,** The Master Developer's objective is to develop in a manner that complements the character of the community and is financially successful;

**WHEREAS,** The County's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS,** Development of the Property pursuant to this Agreement will result in benefits to the County by providing *orderly growth, exemplary street and pathway connectivity opportunities, meaningful public open space and recreational pathways* and by providing assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS,** Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS,** Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS,** Prior to the execution of this Agreement, the Property's zone is/was *A-2* and Master Developer desires to rezone the Property to the *R1-15 and O-1* zone consistent with the terms and provisions contained herein;

**WHEREAS,** The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS,** The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

**NOW, THEREFORE,** in consideration of the recitals (which are incorporated into the Agreement by this reference), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

# AGREEMENT TERMS

## 1. Incorporation of Recitals and Exhibits.

The foregoing Recitals and **Exhibits A-*K*** are hereby incorporated into this Agreement.

# 2. Effective Date, Expiration, Termination.

## 2.1. **Effective Date.** The Effective Date of this Agreement is the latter of:

**2.1.1. The last date upon which it is signed by County, Master Developer, and each Owner other than Master Developer identified on the signature pages;**

**2.1.2. The recordation of this Agreement; or**

**2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.**

## 2.2. Expiration and Zone Reversion.

**2.2.1.** Expiration of Agreement Related To Development of the Property. **The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in** Section 2.2.3 **of this Agreement, unless earlier terminated, renewed, or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:**

**2.2.1.1.** *the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and*

**2.2.1.2.** *the portion of the Property that has not been* platted into lots *as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.*

**2.2.1.3.** *Subject to the limitations of Section 5, nothing in this* ***Section 2.2.1*** *is intended to inhibit the legislative body's legislative decision-making authority to enact*

*and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.*

**2.2.2.** Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.

**2.2.2.1.** *Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and legislatively adopted land use regulations may be modified through the applicable legislative process. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.*

**2.2.2.2.** *If a court of competent jurisdiction determines that the zone reversion required by **Section 2.2** cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving R1-15 zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions,** which are incorporated herein by reference and shall control over any conflicting R1-15 provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.*

**2.2.3.** Term. **This agreement expires *ten (10) years* after the Effective Date.**

**2.2.3.1.** ***Automatic Renewal.*** *If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional* five (5) *years.*

**2.2.3.2.** ***Reserved.***

**2.3.** **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

**2.3.1. This Agreement automatically terminates, without notice, in the following circumstances:**

**2.3.1.1.** *The term of this Agreement expires and is not extended as provided above, or by written agreement of the Parties;*

**2.3.1.2.** *The Project is abandoned or the use is discontinued, as provided for by Weber County Code.*

**2.3.1.3.** *The provisions of **Section 5.4** of this agreement take effect.*

**2.3.2. If Master Developer commits a Default, including a Default arising from an act or omission of Owner under** Section 11.20, **and the Default is not cured as specified in** Section 13**, County may, in its discretion:**

**2.3.2.1.** *Suspend or terminate any or all rights, approvals, entitlements, or benefits provided under this Agreement to Master Developer or Owner, as to all or any portion of the Property;*

**2.3.2.2.** *Terminate this Agreement in whole or in part; or*

**2.3.2.3.** *Exercise any other remedy provided in **Section 13**.*

**2.3.2.4.** *Notwithstanding **Sections 2.2.2** and **2.2.3**, no suspension or termination under this subsection shall release, excuse, impair, or reduce any obligation then due, accrued, or unperformed, any liability arising from the Default, or any covenant, security, or remedy under this Agreement, unless County expressly provides otherwise in writing.*

# 3. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

**3.1.** **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. **§§17-79-101**, et seq.

**3.2.** **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.

**3.3.** **Agreement** means this Development Agreement, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

**3.4.** **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

**3.5.** **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in **Section 11.4** of this Agreement.

**3.6.** **Board of County Commissioners** means the elected County Commission of

Weber County.

3.7. **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.

3.8. **Buildout** means the completion of all of the development on all of the Property for all of the Project.

3.9. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

3.10. **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

3.11. **County** means Weber County, a political subdivision of the State of Utah.

3.12. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

3.13. **Default** means a material breach of this Agreement.

3.14. **Design Review** means the County's design review process, as specified in the Code.

3.15. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

3.16. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.

3.17. **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** of this Agreement.

3.18. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane;

tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

3.19. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

3.20. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.

3.21. **Master Developer** means *Alvord Family Farms, LLC* or its Assignees as provided in **Section 11.4** of this Agreement.

3.22. **Modification Application** means an application to amend this Agreement.

3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given by this Agreement to another Party.

3.25. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

3.26. **Reserved.**

3.27. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

3.28. **Parties** means the County and the Master Developer, including their respective Successors.

3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with the paved or concrete pathway or paved or concrete trail requirements illustrated in any street cross section of **Exhibit E – Street Cross Sections** or

3.30. **Exhibit F – Non-Street-Adjacent Pathway Cross** Section.

3.31. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.

3.32. **Planning Commission** means the Planning Commission for the area in which the Property is located.

3.33. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

3.34. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

3.35. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and visually depicted in **Exhibit B – Property Graphic Depiction.**

3.36. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

3.37. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

3.38. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved, as may be specified in this Agreement.

3.39. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

3.40. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules

or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.

3.41. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.

3.42. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

3.43. **Subdivision Application** means the application to create a Subdivision.

3.44. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement in whole or in part through a valid assignment under **Section 11.4**, or by operation of law. A person or entity does not become a Successor to Master Developer solely by acquiring an interest in the Property. Such a person or entity takes that interest subject to **Section 11.5, Section 11.20,** and **Section 15** and becomes an Owner to the extent provided in this Agreement.

## 4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's *streets, pathways, groupings of lots, open spaces, and other amenities* to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

## 5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**,

in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

**5.3.1.** County Discretion to Apply Future Laws. **County has discretion to either apply or not apply any future law or adopted standard, but can only do so to the extent it does not inhibit a Vested Right expressly specified in this Agreement, except as may be allowed by** Section 5.5 **of this agreement.**

**5.3.2.** Written Agreement. **County and Master Developer may mutually agree, in writing, to the application of future laws to the Project.**

**5.3.3.** Compliance with State and Federal Laws. **Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.**

**5.3.4.** Safety Code Updates. **Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;**

**5.3.5.** Taxes. **Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;**

**5.3.6.** Fees. **Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and**

**5.3.7.** Impact Fees**. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.**

5.4. **Future Laws and Preservation of Material Obligations.** The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the County.

**5.4.1.** Future Laws. **For purposes of this Section, "Future Law" means any statute, regulation, ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.**

**5.4.2.** Waiver by Master Developer. **To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.**

**5.4.3.** Non-Waivable Change in Law. **If a Future Law is not legally waivable, or if Master Developer's waiver under** Subsection 5.4.2 **is ineffective to preserve the County's material benefit of the bargain, the County and Master Developer shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.**

**5.4.4.** County Determination. **If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in** Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.**

5.5. **Reserved Legislative Powers.** Nothing in this Agreement limits the County's authority in the future to enact a land use regulation or take any other action that applicable law reserves to the County. To the extent permitted by law, the enactment or application of a Future Law does not, by itself, extinguish the contractual obligations expressly assumed by Master Developer under this agreement. The statutory and contractual rights of the Parties shall otherwise be determined under applicable law.

# 6. Project Description.

A *residential subdivision* within the *R1-15 zone* that provides *streets, pathways, single-family residential lots, open spaces, and other amenities.*

# 7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction.**

# 8. Development Standards.

8.1. **Project Density or Intensity.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than

the following land use density and intensity in the Project.

**8.1.1.** ***138 total single-family dwelling units***

**8.1.2.** *Reserved.*

8.2. **Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

**8.2.1.** Construction Drawings Required. **Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.**

**8.2.2.** Streets and Pathways. **Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;**

**8.2.3.** Project Improvements. **Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.**

**8.2.4.** Public Park Open Space. **Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community. If a per-lot financial donation, the per-lot financial donation shall be paid before recordation of the plat creating the lots to which the donation**

**applies.**

8.3. **Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.

8.4. **Street Right-of-Way *Dedication*** Master Developer agrees to *dedicate* the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, for public thoroughfare purposes at no cost to the County.

**8.4.1.** Minimum Requirements. **Each street right-of-way shall meet the minimum applicable width specifications illustrated in Exhibit E – Street Cross Sections.**

**8.4.2.** Project-Specific Right-of-Way *Dedication*.

**8.4.2.1.** **Bridge ROW.** Master developer agrees to dedicate, but not construct, the street right-of-way of the "new" 400 South Street to the easternmost extents of the Property and in a location and at a width that will facilitate later bridge construction and street connection to 200 South on the east side of the river.

**8.4.2.2.** ***Reserved.***

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

**8.5.1.** Reserved.

**8.5.2.** *Project-Specific Street Improvements.* ***Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.***

**8.5.2.1.** **3600 West Street.** Master Developer will add additional asphalt to the portion of 3600 West Street that extends from 725 South Street to the "new" 400 South Street depicted on **Exhibit C – Concept Plan.** Said asphalt shall either (i) bring the street's eastern asphalt half-width to 15 feet or (ii) bring the entire street's asphalt width to no less than 26 feet, whichever is greater. This commitment is subject to the County being able to provide sufficient right-of-way to permit the installation of the additional asphalt.

**8.5.2.1.1.** Installation of the asphalt shall be to the county standard of 8 inches of pit run, 6 inches of road base, and 3 inches of asphalt.

**8.5.2.1.2.** If County is not able to provide right-of-way for installation of the additional asphalt by the time Developer begins laying asphalt in the Project, or if phased, in the final phase of the Project, then the requirement for developer to further improve 3600 West shall

be waived.

**8.5.2.1.3.** Developer shall receive impact fee credits in the amount of the cost of the improvements that are required to bring the asphalt to a width greater than a 13-foot half-width.

**8.5.2.1.4.** Master Developer shall reimburse County for reasonable right-of-way acquisition costs. County shall credit said reimbursement with transportation impact fees collected in the Project.

**8.5.2.2.** ***Reserved.***

**8.5.3.** Sidewalks. **Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.**

**8.5.4.** Driveway Accesses along Collector or Arterial Streets. **Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.**

**8.5.5.** Corridor Fencing along Collector or Arterial Streets. **Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.**

**8.5.5.1.** ***Corridor Fence Design.*** *Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of Corridor Fences is provided in* ***Exhibit G – .***

**8.5.5.2.** ***Corridor Fence to Match Others in Area.*** *If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor Fences installed or previously approved along the same street corridor.*

**8.5.5.3.** ***Corridor Fence Alternative Design.*** *Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.*

**8.5.5.4.** ***Prohibited Corridor Fence Material.*** *A Corridor Fence shall not be made of vinyl.*

**8.5.5.5.** ***Corridor Fence Maintenance.*** *Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.*

**8.5.5.6.** ***Project-Specific Fence or Wall Requirements.***

**8.5.6.** Street Trees. **All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.**

**8.5.6.1.** ***Tree Canopy.*** *Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).*

**8.5.6.2.** ***Tree Selection.*** *At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.*

**8.5.6.3.** ***Tree Size.*** *No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.*

**8.5.6.4.** ***Certificate of Occupancy.*** *No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting.*

**8.5.7.** Street Tree Installation and Maintenance. **Developer shall install and maintain, or cause to be installed and maintained, required street trees as follows:**

**8.5.7.1.** ***Planting.*** *Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.*

**8.5.7.2.** ***Tree Watering.*** *Master Developer agrees to provide or require the homeowner to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:*

**8.5.7.2.1.** **can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and**

**8.5.7.2.2.** **volunteers to be responsible for tree care, pursuant to** Section **Error! Reference source not found., for an additional two years after the end of the warranty period.**

**8.5.7.3.** ***Tree Care.*** *Master Developer agrees to be responsible for tree health throughout the duration of the period between public landscape acceptance and release of the applicable public landscape financial guarantee, as provided in* ***Section 10.3****, after which the owner of the lot fronting the Improvements is responsible for the tree's health.*

**8.5.8.** Public Landscaping. **The following are required for required**

**landscaping within public rights-of-way and along public pathways:**

**8.5.8.1.** ***Parkstrip Rock.*** *Except around the base of a tree (root area), Master Developer shall place four-inch-plus angular rock, six-inches deep, in each parkstrip, with a weed barrier beneath.*

**8.5.8.2.** ***Other Landscaping.*** *Plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the abutting owner or a homeowners association.*

**8.5.8.3.** ***Construction Drawings to Include Landscaping.*** *Each Development Application submitted shall provide a detailed Public 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.*

**8.5.8.4.** ***Quality Control.*** *For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.*

**8.5.9.** Reserved.

**8.5.10.** Secondary Egress.

**8.5.10.1.** *Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets. Secondary egress approval is subject to review and approval by the local fire authority.*

**8.5.10.2.** ***Reserved.***

## 8.6. Reserved.

## 8.7. Utilities.

**8.7.1.** Burying Utilities. **Master Developer agrees to underground all utilities, both existing and proposed, within the Property and within any right-of-way adjacent to the Property in a manner that complies with adopted standards. This shall include but is not limited to canals, ditches, stormwater infrastructure, and existing overhead utilities. Long distance high voltage power transmission lines are exempt from this requirement.**

**8.7.2.** Sanitary Sewer. **Prior to issuance of the first Building Permit for the**

**Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.**

**8.7.2.1.** ***Reserved.***

**8.7.2.2.** ***Sewer Collection Service from County.*** *County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.*

**8.7.2.3.** ***Sewer Treatment.*** *Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other lawful sewer treatment options that do not involve the County.*

**8.7.2.4.** ***Gravity Sewer Collection Lines.*** *Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that need or will in the future need a sewer connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which* ***Section 36-1-1*** *of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.*

**8.7.2.5.** ***Reserved.***

**8.7.2.6.** ***Reserved.***

**8.7.2.7.** ***Reserved.***

**8.7.3.** Culinary and Secondary Water. **Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Such Improvements shall be installed and functional pursuant to the culinary water provider's specifications, and accepted or conditionally accepted by the culinary water provider. Master Developer agrees to secure both culinary and secondary**

**water from an existing culinary and secondary water provider in the area.**

**8.7.4.** Stormwater. **Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to accommodate the general area's anticipated storm water and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.**

**8.7.4.1.** ***Stormwater Storage Ownership and Maintenance.*** *The County reserves the right to require the maintenance of a stormwater storage facility to be the responsibility of a homeowner's or landowner's association in the event the County Engineer determines that the proposed facility presents an inordinate demand for services.*

**8.7.4.2.** ***Reserved.***

**8.7.5.** Reserved.

8.8. **Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Further, the Parties agree that the per-dwelling unit cost to build parks to this standard in 2024 dollars equals approximately $7,500.00. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities, which County agrees satisfies Master Developer's contribution.

**8.8.1.** *Reserved.*

**8.8.2.** *Park Dedication.* **Master Developer agrees to dedicate a minimum *8.78* acres of property, more specifically illustrated in** Exhibit C – Concept Plan, **for use by the County as open spaces and public**

**parks. The minimum required Public Park Open Space shall comply with the following.**

**8.8.2.1.** **Dedication Method.** Unless specified otherwise in this Agreement, the minimum acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the Taylor West Weber Parks District ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

**8.8.2.2.** **Deferred Conveyance.** County may, in its sole discretion, defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.

**8.8.2.3.** **Reserved.**

**8.8.2.4.** **Follow Concept Plan**. The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park District.

**8.8.2.5.** **Phasing Public Park Open Space Dedication.** Each subdivision plat within the Property shall plat and dedicate no less than its pro-rata share of Public Park Open Space acreage per lot, but never less than one acre until all proposed Public Park Open Space is platted.

**8.8.2.6.** **Reserved.**

**8.8.2.7.** **Reserved.**

**8.8.2.8.** **Reserved.**

**8.8.3.** *Reserved.*

**8.8.3.1.** ***Weber River Corridor.*** *Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable t*o the County. The pathway shall meet the minimum requirements of

**8.8.3.2.** **Exhibit F – Non-Street-Adjacent Pathway Cross** *Section*, have a financial guarantee prior to recordation of the first plat of the Project, and be constructed after full dedication of the park acreage.

**8.9.** **Pathways and Trailheads.** Master Developer agrees to help the County reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (**Exhibit C – Concept Plan**) and as otherwise specified as follows.

**8.9.1.** Pathway **Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways . The minimum required pathway right-of-way shall comply with the configuration in the attached** Concept Plan (Exhibit C – Concept Plan)**, and Pathway Cross Section in**

**8.9.2.** Exhibit F – Non-Street-Adjacent Pathway Cross **Section or if adjacent to a street,** Exhibit E – Street Cross Sections **Pathway right-of-way area shall count toward the minimum required Public Park Open Space area specified in** Section 8.8.2 **of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.**

**8.9.3.** Pathway Improvements. **Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to** Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.**

**8.9.3.1.** ***Required Pathways.*** *Regardless of what is displayed in* ***Exhibit C – Concept Plan****, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.*

**8.9.3.2.** ***Pathway Trees.*** *Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in* ***Section 8.5.6****. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.*

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

**8.9.3.4.** ***Exhibit F – Non-Street-Adjacent Pathway Cross*** *Section for a depiction of these pathways.*

**8.9.3.5.** ***Construction Drawings to Include Landscaping.*** *Each subdivision's improvement plans shall provide a detailed Public 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.*

**8.9.3.6.** ***Pathway Crossing of Residential Street.*** *Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:*

**8.9.3.6.1.** Raised Crosswalk. **The raised crossing shall be a ramped speed table with a minimum 10-foot wide zebra-style crosswalk on the table top. It shall be designed in a manner that eliminates the need for ADA ramp transitions from sidewalk or pathway to the street. The speed table shall be constructed of concrete and shall have six-foot ramps or greater if required by the County Engineer. The height of the speed table shall be level with the top back of curb, but never higher than 4 inches over the top of the street's crown. The top of the speed table shall be at least ten-feet wide. Crosswalk and speed table notification signage shall be posted in advance of a speed table.**

**8.9.3.6.2.** Curb Extensions. **Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor, and shall provide a turning radius that is satisfactory to the local Fire Authority. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.**

**8.9.3.6.2.1.** **Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;**

**8.9.3.6.2.2.** **The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads**

**Supervisor.**

**8.9.3.6.2.3.** **The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.**

**8.9.3.7.** ***Pathway Crossing of Collector or Arterial Street.*** *On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to* ***Section 8.9.3.6*** *shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.*

**8.9.3.8.** ***Project Specific Pathway Improvements.***

**8.9.3.8.1.** **Any pathway that crosses a driveway shall be constructed of concrete.**

**8.9.3.8.2.** Reserved.

**8.9.4.** Reserved.

**8.10. Reserved.**

**8.11. Reserved.**

**8.12. Reserved.**

**8.13. Proportionate Share of Offsite Improvements.** Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County

of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects.

# 9. Amendments, Modifications, 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 Master 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. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**9.2.1.** Contents. **Modification Applications shall:**

**9.2.1.1.** ***Identification of Property.*** *Identify the property or properties affected by the Modification Application.*

**9.2.1.2.** ***Description of Effect.*** *Describe the effect of the Modification Application on the affected portions of the Project.*

**9.2.1.3.** ***Identification of Non-County Agencies.*** *Identify any Non-County agencies potentially having jurisdiction over the Modification Application.*

**9.2.1.4.** ***Map.*** *Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.*

**9.2.1.5.** ***Fee.*** *Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.*

**9.2.2.** County Cooperation in Processing Modification Applications. **The County shall cooperate reasonably in promptly and fairly processing Modification Applications.**

**9.2.3.** Planning Commission Review of Modification Applications.

**9.2.3.1.** ***Review.*** *All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.*

**9.2.3.2.** ***Recommendation.*** *The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of*

*County Commissioners.*

**9.2.4.** Board of County Commissioners' Review of Modification Application. **After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.**

9.3. **Project Facility Repair, Maintenance, and Replacement.** Master 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.

9.4. **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.

**9.4.1.** 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 Division Director.**

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

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

## 10. Miscellaneous Provisions.

10.1. **Reserved.**

10.2. **Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this

Agreement.

**10.2.1. Prior to the release or partial release of certain financial guarantee funds, the following are required.**

**10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in** Section **Error! Reference source not found..**

**10.2.3. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in** Section 8.5.8.4**.**

**10.2.4. Written letter of acceptance for Public Park Open Space Improvements, as specified in** Section **Error! Reference source not found..**

## 10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads.

**10.3.1.** Public Park Open Space and Trailhead Improvements and Landscaping. **Master Developer agrees to provide a financial guarantee to the County for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in** Section 10.1

**10.3.2.** Parkstrip Landscaping Financial Guarantee. **County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of** Section 106-4-3 **of the Code, except for and in accordance with the following:**

**10.3.2.1.** ***"Landscape unit."*** *For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.*

**10.3.2.2.** ***Completion and inspection****. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic*

*evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.*

**10.3.2.3.** ***Release of Financial Guarantee.*** *Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in* ***Section 10.3.2.2****. No release shall be authorized:*

***10.3.2.3.1.*** *Unless all required living material is clearly in good health as verified by County staff or a certified arborist or similarly qualified professional; and*

***10.3.2.3.2.*** *During annual dormancy, unless good health is first verified by a certified arborist or similarly qualified professional.*

**10.3.2.4.** ***Cost Estimate.*** *Master Developer shall ensure any required improvement cost estimate accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.*

## 10.4. Reserved.

## 10.5. Reserved.

## 10.6. Future Taxes, Services, and Districts.

**10.6.1.** District(s). **Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.**

**10.6.2.** Municipal Services Tax. **Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).**

**10.6.3.** Restriction on Right to Protest Future Tax or Taxing Entity. **If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer**

**does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.**

10.7. **Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

10.8. **Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

10.9. **Provision of Services.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the *West Weber area of the* County including, but not limited to, police and other emergency services, subject to applicable law, service, availability, system capacity, adopted service levels, and payment of applicable taxes and fees. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the area of the County.

## 11. General Provisions.

11.1. **Reserved.**

11.2. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11.3. **No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

11.4. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein. An assignment is effective only after County Approval, execution by the Assignee of a written assumption of the assigned rights and obligations, and recordation of the assignment and assumption against the affected property. No assignment releases Master Developer from an obligation unless the County expressly provides for the release in writing.

**11.4.1.** Partial Assignment. ***Assignment is only allowed if in whole. No partial assignment of the project or property is allowed.***

**11.4.2.** Lot-Sales Not Assignment. **Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.**

**11.4.3.** Related Party Transfer. **Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the**

**Master Developer. Such a transfer, joint venture, or pledge does not transfer Master Developer status or release Master Developer from any obligation under this Agreement. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible person or entity.**

**11.4.4.** Notice. **Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.**

**11.4.4.1.** *All necessary contact information for the proposed Assignee.*

**11.4.4.2.** *The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.*

**11.4.4.3.** *A verbatim transcription of this **Section 11.4**. "Assignability," or future amendment thereof, if applicable.*

**11.4.5.** Grounds for Denying Assignment. **The County may only withhold its consent for the reasons listed herein.**

**11.4.5.1.** *If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;*

**11.4.5.2.** *If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or*

**11.4.5.3.** *If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.*

**11.4.6.** Assignee Bound by this Agreement. **An Assignee shall be bound by the assigned terms and conditions of this Agreement.**

**11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.6. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

11.7. **Severability.** If any provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid for any reason, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of County and Master Developer in accordance with this Agreement.

11.8. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be *Mike Alvord.* The parties may change their designated representatives by Notice.

11.9. **Mutual Drafting.** Each individual executing this Agreement on behalf of a Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

11.10. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

11.11. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

11.12. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of

the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

11.13. **Communication and Coordination.** County and Master Developer understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between them. County and Master Developer agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each of them agrees to work cooperatively and in good faith toward resolution of any such issues.

11.14. **Force Majeure.** A force majeure event shall excuse the affected Party's performance only to the extent and for the period that the force majeure event directly prevents or delays performance. The affected Party shall give prompt notice of the force majeure event and use commercially reasonable efforts to resume performance. A force majeure event does not excuse an obligation to pay money that accrued before the event.

11.15. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.16. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

11.17. **Reserved.**

11.18. **Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.19. **Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

11.20. **Reserved.**

# 12. Notices.

12.1. **Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this Section.

**If to the County:**

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

**With copies to:**

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

**If to Master Developer:**

12.3. **Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

**12.3.1.** Physical Delivery. **Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.**

**12.3.2.** Electronic Delivery. **Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the**

**same day and the sending Party has an electronic receipt of the delivery of the Notice.**

**12.3.3.** Mail Delivery. **On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.**

# 13. Default and Remedies.

**13.1. Notice of Default.** If Master Developer, a Subdeveloper, or the County 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 others.

**13.1.1.** Contents of the Notice of Default. **The Notice of Default shall:**

**13.1.1.1.** ***Claim of Default.*** *Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;*

**13.1.1.2.** ***Identification of Provisions.*** *Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;*

**13.1.1.3.** ***Specify Materiality.*** *Identify why the Default is claimed to be material; and*

**13.1.1.4.** ***Optional Proposed Cure.*** *If the County chooses, in its discretion, propose a method and time for curing the Default, which shall be of no less than sixty (60) days duration.*

**13.2. Dispute Resolution Process.**

**13.2.1.** Conference. **In the event of any dispute relating to this Agreement, County and Master Developer, upon the request of either of them, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The County and Master Developer shall, in good faith, endeavor to resolve their disputes through the Conference.**

**13.2.2.** Mediation. **If this Conference process does not resolve the dispute within the seven-day Conference period, the County and Master Developer shall in good faith submit the matter to mediation. County and Master Developer shall send the same types of representatives to mediation as specified for the "Conference" process. The mediation shall take place within forty-five (45) days of County and Master Developer submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the County and Master Developer may pursue their legal remedies in accordance with Utah and local law.**

**13.2.3.** Immediate Action. **Nothing in this** Section 13.2 **delays or prevents the county from taking an action it reasonably determines is necessary to address an emergency or imminent threat to public health or safety; enforce the Code; draw upon security; withhold or suspend an approval; seek temporary, preliminary, or permanent injunctive relief; or prevent or correct damage to public property or infrastructure.**

**13.3. Remedies.** If the Default is not resolved through the dispute-resolution process provided in **Section 13.2**, the following remedies are available:

**13.3.1.** Code Enforcement. **The Master Developer's failure to comply with this Agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. For purposes of this Section, any failure by a Subdeveloper to comply with an obligation applicable to the Subdeveloper or Property under this Agreement shall also be deemed a failure by Master Developer.**

**13.3.2.** Legal Remedies. **The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages; provided, however, that this limitation does not prohibit County from enforcing any payment or financial responsibility expressly imposed by this Agreement or recovering the reasonable cost of performing or causing performance of an unperformed obligation for which Master Developer is responsible under this Agreement. County may enforce an obligation under this Agreement against Master Developer or a Subdeveloper, or both and without first proceeding against any other person, entity, or**

**property. Direct enforcement against a Subdeveloper, or with respect to the Property, does not relieve Master Developer of responsibilities for the Default.**

**13.3.3.** Enforcement of Security. **The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.**

**13.3.4.** Withholding Further Development Approvals. **The right, in County's discretion, to withhold any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of all or any portion of the Project in the case of a Default by Master Developer until the Default has been cured. Continued compliance with this Agreement is a condition of exercising the rights and benefits it provides, and no person or entity has an unconditional right under this Agreement to further review, approval, permitting, or development while such Default remains uncured. County may allow any review, approval, license, permit, or development that County determines is necessary or useful to cure the Default or protect life, health, safety, property, or public funds.**

**13.3.5.** Extended Cure Period. **If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting person or entity can provide evidence that it is pursuing a cure with reasonable diligence.**

**13.3.6.** Cumulative Rights. **The rights and remedies set forth herein shall be cumulative.**

13.4. **Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

## 14. Entire Agreement.

This Agreement, together with all exhibits hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

## 15. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement

to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise. The designation, rights, authority, responsibilities, and obligations assigned to Master Developer in its capacity as Master Developer do not transfer with title to the Property and may be transferred only through an assignment approved pursuant to **Section 11.4.**

## 16. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF,** the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

# SIGNATURES

**"County"**
**Weber County, a body corporate and politic of the State of Utah**

Signed by: _____ on: _____
*Commission Chair* *Signature Date*

Commission Approval Date:_____
*Approval Date*
*(as defined in this Agreement)*

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**"Master Developer"**

_____

By: _____

Print Name: _____

Title: _____

**DATE:** _____

**Master Developer Acknowledgment**

State of Utah )

)ss.

County of Weber )

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by

*[NAME OF INDIVIDUAL PROPERTY OWNER]*

*OR*

*[NAME OF PERSON ACKNOWLEDGING], THE [TITLE OR REPRESENTATIVE CAPACITY (MANAGER, PRESIDENT, TRUSTEE, ETC.)], [NAME OF ENTITY (ABC DEVELOPMENT LLC, ABC INC., SMITH FAMILY TRUST DATED _____, ETC)],*

_____ _____

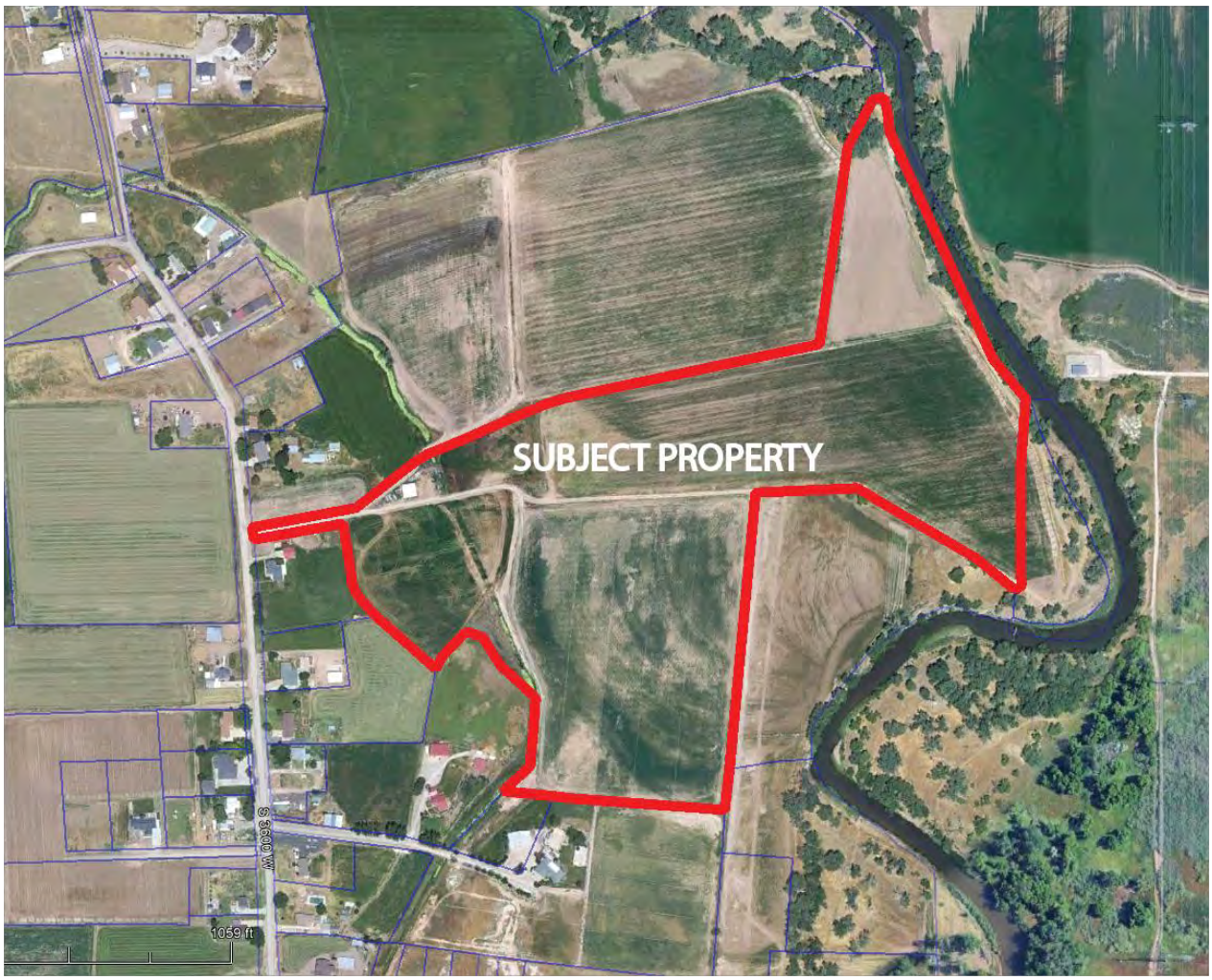
My Commission Expires: Notary Public, residing in

# Exhibit A – Property Legal Description

*Parcel #: 150430035*

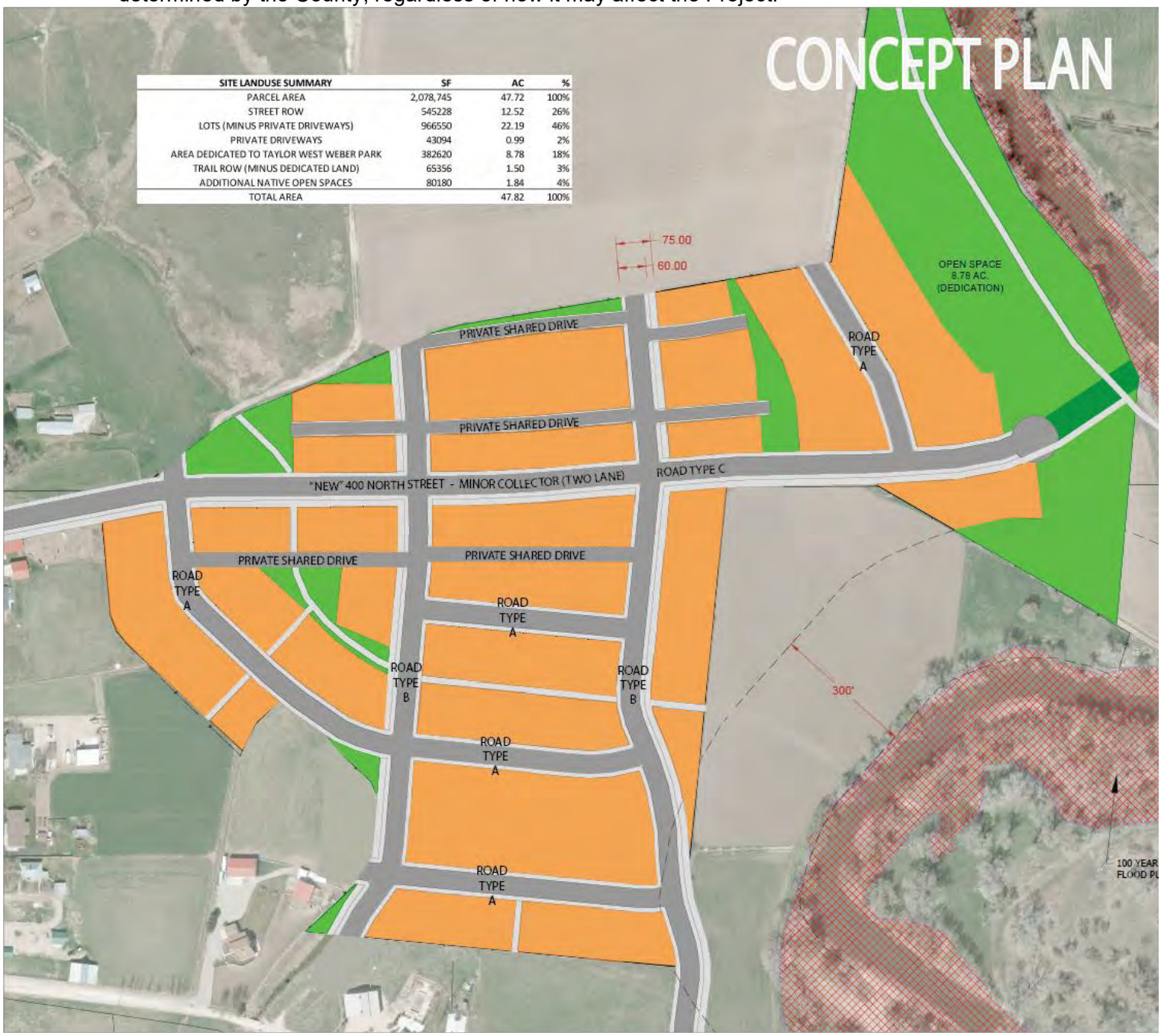
*PART OF THE WEST 1/2 OF SECTION 15, AND THE EAST 1/2 OFSECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASEAND MERIDIAN, U.S. SURVEY; SAID POINT BEING 116.31 FEET SOUTH0D48'39" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 16, RUNNING THENCE NORTH 84D32'56" WEST318.15 FEET ALONG AN EXISTING FENCE AND FENCE EXTENDED, THENCENORTH 46D56'49" EAST 167.49 FEET, THENCE NORTH 23D57'16" EAST66.55 FEET, THENCE NORTH 3D01'30" EAST 112.06 FEET, THENCENORTH 22D27'02" WEST 38.91 FEET, THENCE NORTH 47D15'03" WEST90.03 FEET, NORTH 35D14'15" WEST 131.45 FEET, THENCE NORTH69D53'57" WEST 51.50 FEET THENCE SOUTH 43D45'42" WEST 84.60FEET, THENCE SOUTH 27D00'31" WEST 59.29 FEET, THENCE SOUTH10D42'26" WEST 5.89 FEET, THENCE NORTH 47D21'10" WEST 338.77FEET, THENCE NORTH 38D53'06" WEST 37.07 FEET, THENCE NORTH20D27'29" WEST 36.81 FEET, THENCE NORTH 3D12'19" WEST 18.74FEET, THENCE NORTH 5D07'49" WEST 185.61 FEET ALONG AN EXISTINGFENCE TO A FENCE CORNER, THENCE SOUTH 79D43'13" WEST 297.00FEET ALONG AN EXISTING FENCE AND FENCE EXTENDED TO THE COUNTYROAD, THENCE NORTH 10D16'47" WEST 60.00 FEET ALONG SAID ROAD,THENCE NORTH 79D43'13" EAST 402.85 FEET TO AN EXISTING FENCE,THENCE NINE (9) COURSES ALONG SAID FENCE AS FOLLOWS: NORTH51D27'10" EAST 200.01 FEET, NORTH 59D38'50" EAST 52.88 FEET,NORTH 68D36'31" EAST 133.94 FEET, NORTH 67D00'19" EAST 175.57FEET, NORTH 66D02'15" EAST 139.67 FEET, NORTH 74D36'03" EAST65.83 FEET, NORTH 80D24'03" EAST 810.65 FEET, NORTH 8D22'13"EAST 821.82 FEET AND NORTH 68D56'10" EAST 105.81 FEET TO THEWESTERLY BANK OF THE WEBER RIVER, THENCE SOUTHERLY SEVEN (7)COURSES ALONG SAID WESTERLY BANK AS FOLLOWS, SOUTH 7D04'16"WEST 56.17 FEET, SOUTH 3D16'23" EAST 192.71 FEET, SOUTH19D25'05" EAST 272.88 FEET, SOUTH 26D18'01" EAST 217.69 FEET,SOUTH 40D32'21" EAST 234.86 FEET, SOUTH 24D18'52" EAST 142.44FEET AND SOUTH 23D54'01" EAST 97.79 FEET, THENCE SOUTH5D00'00" WEST 533.11 FEET TO AN EXISTING FENCE EXTENDED,THENCE FOUR (4) COURSES ALONG SAID FENCE AND FENCE EXTENDEDAS FOLLOWS; NORTH 60D01'10" WEST 616.97 FEET, SOUTH 88D00'25"WEST 307.05 FEET, SOUTH 5D35'21" WEST 791.88 FEET AND SOUTH7D17'55" WEST 251.26 FEET, THENCE NORTH 84D32'56" WEST 482.12FEET ALONG AN EXISTING FENCE AND FENCE LINE EXTENDED TO THEPOINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY IN BOOK 1716 PAGE 2182 ANDBOOK 1716 PAGE 2183.*

# Exhibit B – Property Graphic Depiction

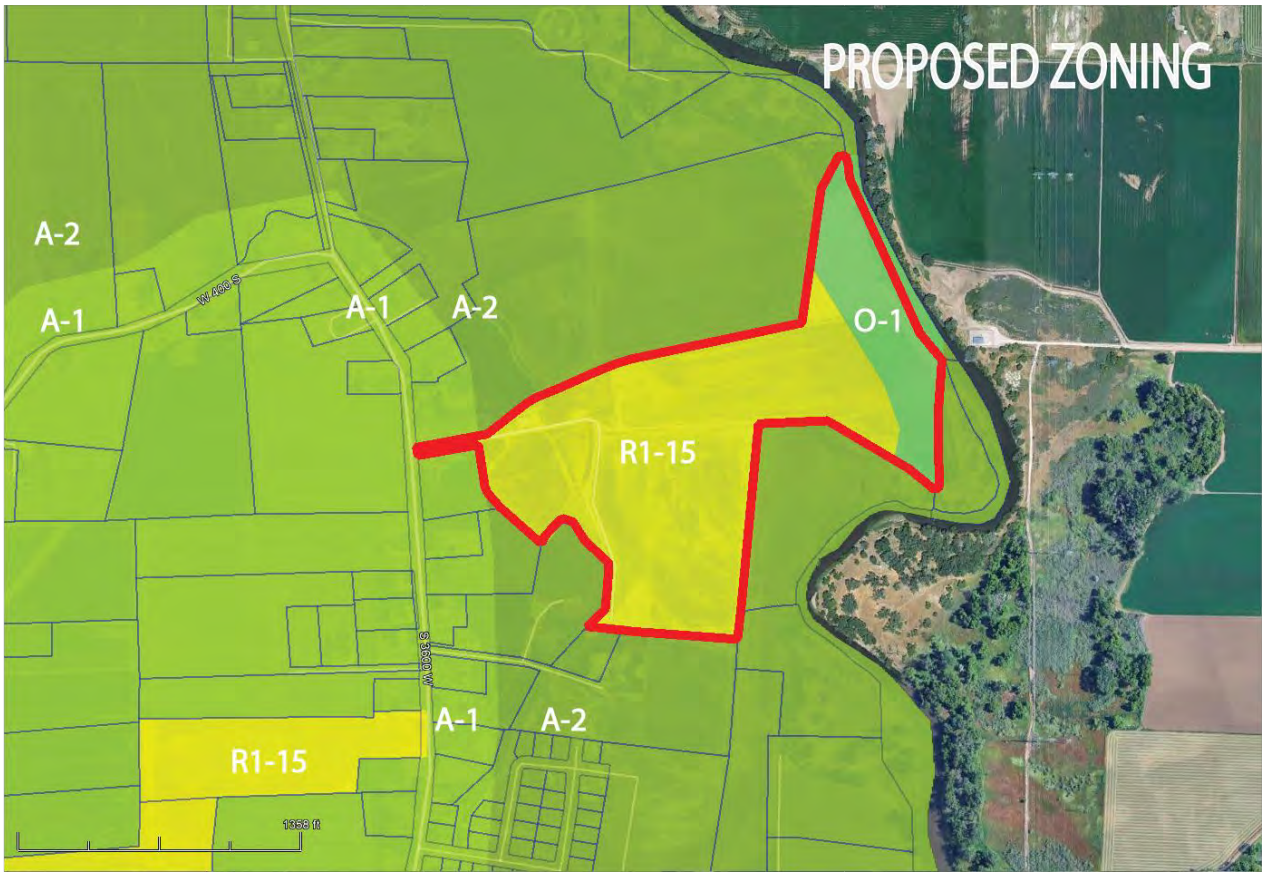


# Exhibit C – Concept Plan

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the County, regardless of how it may affect the Project.



# Exhibit D – Associated Rezone Area

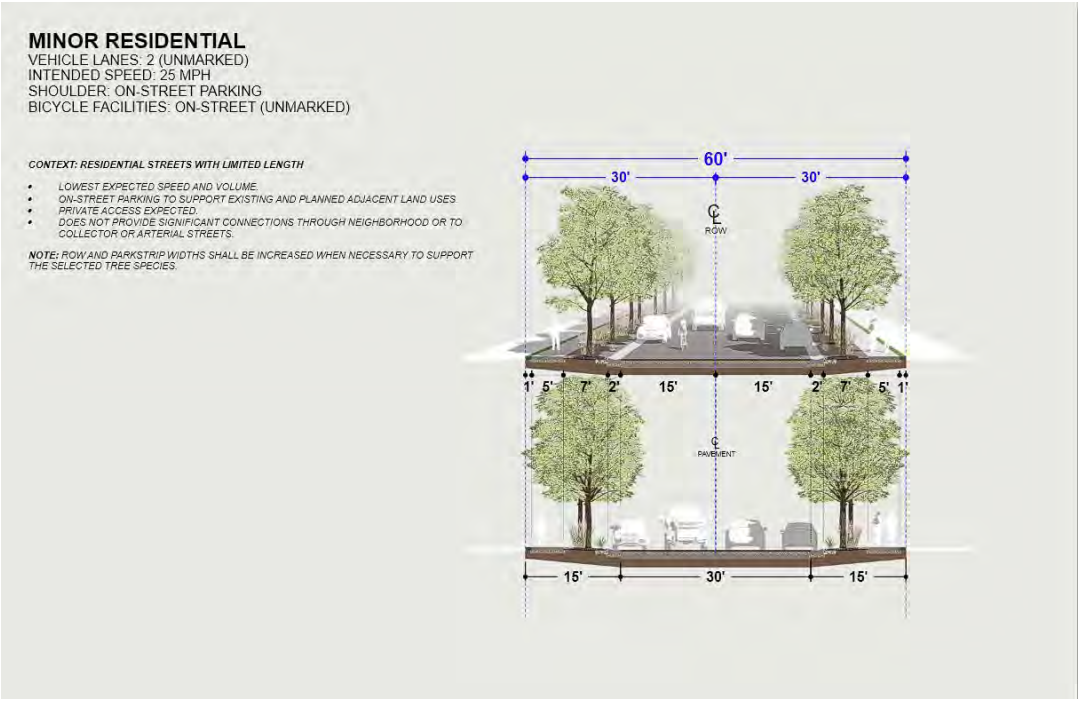


# Exhibit E – Street Cross Sections

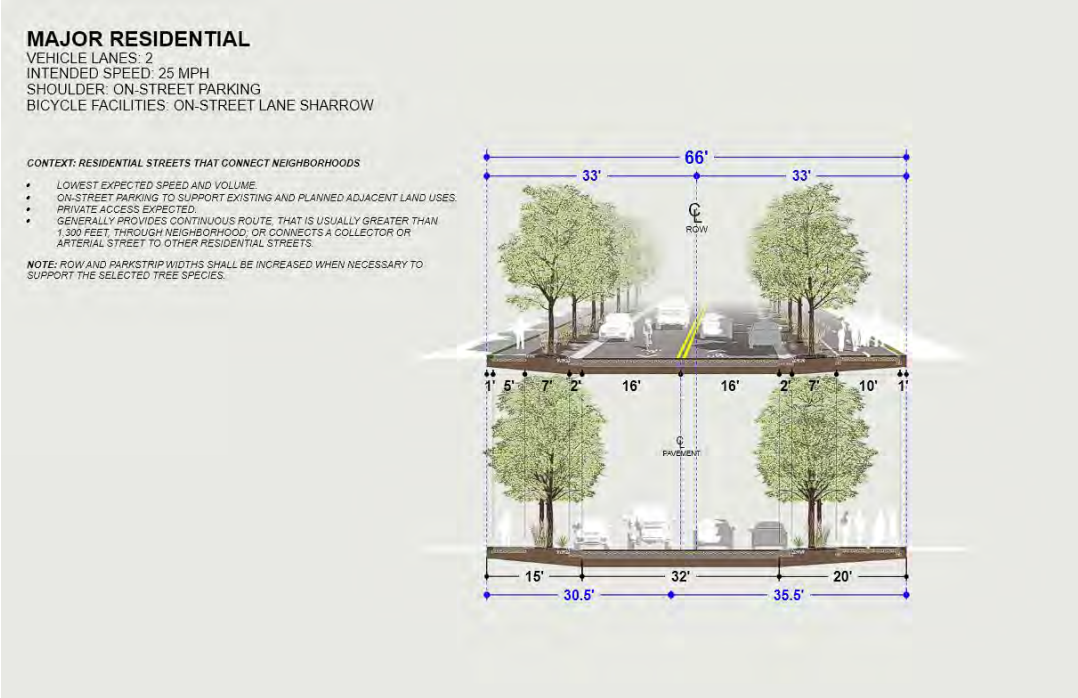
*Notes:*

*Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.*

**Minor Residential Streets shall be labeled with an "A" on the Concept Plan.**




**Major Residential Streets shall be labeled with a "B" on the Concept Plan.**



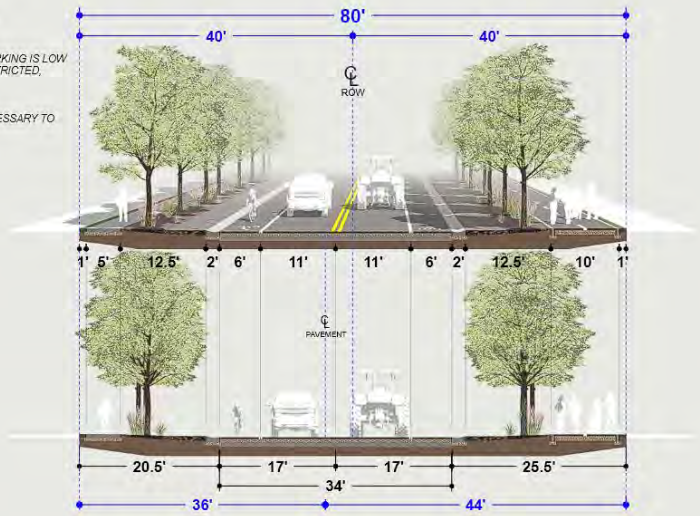
**Minor Collector Streets shall be labeled with a "C" on the Concept Plan.**

**MINOR COLLECTOR - 2**
VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

*CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.*

- *LOW/MODERATE EXPECTED SPEED, LOWER VOLUME.*
- *CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS; ETC).*
- *PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

***NOTE:** ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.*



# Exhibit F – Non-Street-Adjacent Pathway Cross Section

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for an alternative right of way width standard. If the alternative is used, Master Developer shall install the specified fence as a subdivision improvement.



# Exhibit G – Reserved.

# Exhibit H – Reserved.

# Exhibit I – Reserved.

# Exhibit J – Reserved.

# Exhibit K – Fallback Land Use Provisions

**Applicability.** These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

## 1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

## 2. Reserved

## 3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

### 3.1 Accessory Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Accessory building, accessory and incidental to the use of a main building. | P | |
| Accessory dwelling unit. | P | See Chapter 108-19. |
| Accessory use, accessory and incidental to the main use. | P | |
| Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation. | P | See Section 4.1 below. 5-acre use. |
| Custom exempt meat cutting, accessory to a residential use. | N | |
| Family food production, accessory to a residential use. | P | See Section 4.5 below. |
| Home occupation, accessory to a residential use. | P | See Chapter 108-13. |
| Household pets, accessory to a residential use. | P | |
| Main building, designed or used to accommodate the main use. | P | |
| Parking lot, accessory to a main use allowed under these provisions. | P | |
| Parking of large vehicle, accessory to residential use. | C | See Section 4.7 below. 5-acre use. |
| Parking of construction vehicle. | C | See Section 4.6 below. 5-acre use. |
| Sugar beet loading or collection station. | P | |
| Sugar beet dump site. | P | |
| Temporary building or use, accessory and incidental to onsite construction work. | P | See Section 4.8 below. |

### 3.2 Agricultural Uses, Non-Animal

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agriculture. | P | |

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation. | P | |
| Agricultural experiment station. | P | |
| Aquaculture. | P | |
| Fruit and vegetable storage and packing plant, for produce grown on premises. | N | |
| Grain storage elevator. | N | |
| Greenhouse and nursery. Sales are limited to plants produced on the premises. | P | |
| Laboratory facility, for agricultural products and soils testing. | N | |
| Manure spreading, drying and sales. | N | |

## 3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Animal grazing, as defined in Section 101-2. | P | See Section 4.2 below. 5-acre use. |
| Animal feeding operation, as defined in Section 101-2. | N | |
| Animal feeding operation, large concentrated, as defined in Section 101-2. | N | |
| Apiary. | P | |
| Aquaculture, animal related. | P | |
| Aviary. | P | |
| Chinchilla raising. | N | |
| Corral, stable or building for keeping animals or fowl. | P | See Section 4.3 below. |
| Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm. | N | 5-acre use. |
| Dairy or creamery. | N | |
| Dog breeding, dog kennels, or dog training school. | N | See Section 4.4 below. 2-acre use. |
| Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses. | P | |
| Slaughterhouse. | N | |
| Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel. | N | 5-acre use. |
| Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time. | N | |

## 3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agri-tourism. | C | See Chapter 108-21. |
| Airport. | N | |
| Campground and picnic area. | C | See Chapter 108-20. |
| Cannabis production establishment, as defined by state code. | N | See Section 108-7-34. |
| Child day care. | N | |
| Circus or transient amusement. | N | |
| Equestrian training and stable facilities. No more than ten horses per acre of land used for horses. | C | 5-acre use. |
| Golf course, except miniature golf course. | P | |
| Golf driving range. | N | |
| Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod. | N | |
| Gun club. | N | 5-acre use. |
| Horse racing and training track, cutter racing track, including indoor concessions as an accessory use. | N | |
| Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc. | N | |

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Stables. | N | |
| Skeet shooting range. | N | 5-acre use. |
| Turf horse jumping course. | N | |
| Veterinary Facility. | N | |

## 3.5 Institutional Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Campground and picnic area. | C | See Chapter 108-20. |
| Cemetery. | P | |
| Convalescent or rest home. | N | |
| Correctional institution. | N | |
| Church, synagogue or similar building used for regular religious worship. | P | |
| Dog pound. | N | |
| Equestrian training and stable facilities, noncommercial. No more than five horses per acre. | N | |
| Hospital. | N | |
| Private park, playground or recreation area. No privately owned commercial amusement business. | P | |
| Public building. | P | |
| Public park, recreation grounds and associated buildings. | P | |
| Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools. | P | |
| Public storage facilities developed by a public agency. | C | See Chapter 108-10. |
| Sanitarium. | N | |
| School bus parking, provided the vehicle is parked at least 30 feet from a public street. | C | |

## 3.6 Residential Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Residential facility for elderly persons. | P | See Section 108-7-15. |
| Residential facility for handicapped persons. | P | See Section 108-7-13. |
| Residential facility for troubled youth. | C | See Section 108-7-14. |
| Single-family dwelling. | P | |
| Two-family dwelling. | N | |

## 3.7 Utility Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Public utility substations. | C | See Title 108, Chapter 10. |
| Radio or television station or tower. | C | See Title 108, Chapter 10. |
| Wastewater treatment or disposal facilities. | N | See Title 108, Chapter 10. |
| Small wind energy system. | N | See Section 108-7-24. |

## 3.8 Other Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance. | N | |

# 4. Special Regulations

## 4.1 Agricultural Produce Sales, Onsite

1. “Onsite” means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.

4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.
5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

## 4.2 Animal Grazing

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

## 4.3 Corral, Stable or Building for Keeping Animals or Fowl

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

## 4.4 Dog Breeding, Dog Kennels, or Dog Training School

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

## 4.5 Family Food Production

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

## 4.6 Parking of Construction Vehicle

1. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee.
2. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

## 4.7 Parking of Large Vehicle

1. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

## 4.8 Temporary Building or Use

1. The building or use shall be removed upon completion or abandonment of the construction work.

## 5. Site Development Standards

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum lot area - dwelling | 40,000 square feet | |
| Minimum lot area - other main building or use | 2 acres | |
| Minimum lot area - 2-acre use | 2 acres | |
| Minimum lot area - 5-acre use | 5 acres | |
| Public utility substation | See Section 108-10-2 | |
| Minimum lot width and street frontage | 150 feet | |
| Minimum lot width and street frontage for 2- and 5-acre use | 300 feet | |
| Minimum front setback - all buildings | 30 feet | See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet. |

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum side setback - dwelling | 10 feet; total width of both side setbacks not less than 24 feet | See Section 108-7-10. Cluster-subdivision exception: 5 feet. |
| Minimum side setback - other main building | 20 feet | See Section 108-7-10. |
| Minimum street-side setback - corner lot | 20 feet | See Section 108-7-10. |
| Minimum side setback - accessory building | 10 feet; 1 foot if at least 6 feet to rear of main building | See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies. |
| Minimum rear setback - main building | 30 feet | See Section 108-7-10. Cluster-subdivision exception: 20 feet. |
| Minimum rear setback - accessory building | 1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot | See Section 108-7-10. Cluster-subdivision exception applies. |
| Minimum building height - main building | 1 story | |
| Maximum building height - main building | 35 feet | |
| Maximum building height - accessory building | 25 feet | See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials. |

*Weber County Planning Division*

# Staff Report to the Weber County Planning Commission

## Synopsis

### Application Information

**Application Request:** File #ZMA2026-10, Riverbend Farms: Rezone Riverbend Farms Development from A-2 to R1-15, with dedication of at least 20 acres along the Weber River for public park purposes.

**Agenda Date:** October 13, 2026

**Applicant:** Nilson Land Holdings, LLC (Nilson Homes); Representative: Lacy Richards

**File Number:** ZMA2026-10

**Frontier Project Link:** https://frontier.co.weber.ut.us/p/Project/Index/24379

### Property Information

**Approximate Location:** Approximately 775 South 3500 West

**Current Zone(s):** A-1 and A-2 Zone

**Proposed Zone(s):** R1-15 (Residential) and potentially O-1 for the park land.

### Adjacent Land Use

North: Large-lot residential/agriculture

South: Large-lot residential/agriculture

East: Agriculture residential

West: Small- and medium-lot

### Staff Information

**Report Presenter:** Charlie Ewert

cewert@webercountyutah.gov

801-399-8763

**Report Reviewer:** RG

## Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 102, Chapter 6 (Development Agreements); Title 104, Chapter 2 (Agricultural Zones); Title 104, Chapter 12 (Residential Zones); and potentially Title 104, Chapter 26 (Open Space Zone); subdivision, development agreement, and infrastructure standards.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

*Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.*

Riverbend Farms was originally approved as a three-phase agricultural cluster subdivision. The original approval provided 97 residential lots, approximately 29.02 acres of private agricultural open space, approximately two acres of HOA open space, and approximately five acres reserved for a secondary water reservoir. Phases 1 and 2 have been constructed; Phase 3 was approved for 23 lots but remains unbuilt. A separate, pending amendment would add 10 lots within the prior cluster subdivision framework. That amendment has not received final plat approval, but is entitled to approval under existing laws.

The proposed rezone and agreement would replace the remaining private agricultural open-space arrangement with a 20-acre public park dedication along the Weber River and additional residential development. If approved, the Riverbend Farm development could have up to 156 lots at final buildout, compared with 107 lots under the original approval plus the pending 10-lot amendment. This is a net increase of 49 lots. The draft development agreement caps development within its Phases 3 and 4 area at 72 dwelling units, including some dwelling units in the previously approved Phase 3.

The existing two-acre HOA open space and five-acre reservoir property would remain. The agricultural conservation easement recorded for Phases 1 and 2 is held by Weber County and would require appropriate modification or release where affected. Phase 3 open space remains protected by the earlier subdivision approval, even though its open space easement has not yet been recorded. The draft development agreement will apply to the remaining phases and to the proposed parkland, but not to the already developed Phases 1 and 2.

The draft agreement identifies the timing of dedication with subdivision platting. The agreement also addresses street improvements, pathway connections, infrastructure responsibilities, and fallback development provisions. The attached draft development agreement is the staff-supported agreement. The applicant may have additional items for the planning commission to consider.

Of worth to note: the applicant has decided to not include Riverbend Farms in the “road agreement” that was discussed with the planning commission in their October 6, 2026 meeting. It is being presented as a stand-alone project.

Given staff’s discussion points in this report and the attached draft agreement, staff finds that the proposal is generally supported by the general plan.

## Policy Analysis

Original Cluster Sub (A-1/A-2 Zones)

| Phase | Lot Count | Open Space | Type | Acres |
|---|---|---|---|---|
| **1** | **48** | **PHASE TOTAL O.S.:** | | **15.56** |
| 1 | | O.S. Parcel A | Private Ag. | 3.79 |
| 1 | | O.S. Parcel H | Utility | 5.00 |
| 1 | | O.S. Parcels B-F | HOA | 1.84 |
| 1 | | O.S. Parcel G | Private Ag. | 8.72 |
| | | | | |
| **2** | **26** | **PHASE TOTAL O.S.:** | | **10.81** |
| 2 | | O.S. Parcel L | Private Ag. | 10.81 |
| **3** | **23** | **PHASE TOTAL O.S.:** | | **0.15** |
| 3 | | O.S. Parcels | HOA | 0.15 |
| 3 | | O.S. Parcel "X" | Private Ag. | 5.70 |
| | | | **Private Ag.:** | **29.02** |
| **Grand Total** | **97** | | **Public Park:** | **0.00** |
| | | | **HOA:** | **1.99** |
| | | | **Utility:** | **5.00** |

Amended Cluster Sub (A-1/A-2 Zones)

| Phase | Lot Count | Open Space | Type | Acres |
|---|---|---|---|---|
| **1** | **58** | **PHASE TOTAL O.S.:** | | **15.56** |
| **1A** | **10** | | | **0.00** |
| 1 | | O.S. Parcel H | Utility | 5.00 |
| 1 | | O.S. Parcels B-F | HOA | 1.84 |
| 1 | | O.S. Parcel G | Private Ag. | 8.72 |
| **2** | **26** | **PHASE TOTAL O.S.:** | | **10.81** |
| 2 | | Parcel L | Private Ag. | 10.81 |
| **3** | **23** | **PHASE TOTAL O.S.:** | | **0.15** |
| 3 | | O.S. Parcels | HOA | 0.15 |
| 3 | | O.S. Parcel "X" | Private Ag. | 5.70 |
| | | | **Private Ag.:** | **25.23** |
| **Grand Total** | **107** | | **Public Park:** | **0.00** |
| | | | **HOA:** | **1.99** |
| | | | **Utility:** | **5.00** |

Proposed Changes (R1-15 and O-1 Zones)

| Phase | Lot Count | Open Space | Type | Acres |
|---|---|---|---|---|
| **1** | **58** | **PHASE TOTAL O.S.:** | | **6.84** |
| **1A** | **10** | | | **0.00** |
| 1 | | O.S. Parcel H | Utility | 5.00 |
| 1 | | O.S. Parcels B-F | HOA | 1.84 |
| **4** | **46** | **PHASE TOTAL O.S.:** | | **3.15** |
| 4 | | O.S. Parcels | Public Park | 0.12 |
| 4 | | Added O.S. Parcel | Public Park | 3.03 |
| **2** | **26** | **PHASE TOTAL O.S.:** | | **10.81** |
| 2 | | Parcel L | Public Park | 10.81 |
| **3** | **26** | **PHASE TOTAL O.S.:** | | **0.15** |
| 3 | | | HOA | 0.15 |
| 3 | | O.S. Parcel "X" | Public Park | 5.70 |
| | | | **Private Ag:** | **0.00** |
| **Grand Total** | **156** | | **Public Park:** | **19.66** |
| | | | **HOA:** | **1.99** |
| | | | **Utility:** | **5.00** |

The following analysis addresses the six legislative rezone considerations established by Weber County Code, using the adopted August 13, 2024 Western Weber General Plan as the principal policy reference.

**(a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County’s general plan.**

The General Plan designates the residential portion of the property as Medium-Large Lot Residential and the river corridor as Public Park/Recreation. The proposed single-family residential use is generally compatible with the residential designation. Even though the R1-15 zoning allows smaller lots than a conventional medium-large-lot subdivision, it does not allowed greater density than a traditional medium-large lot residential subdivision. Rather, it allows lots to be mixed and/or clustered to provide the developer with variety in available product, and ultimately to provide the community with a mix of housing types. This concept is highly favored in the general plan. The draft agreement provides an opportunity to evaluate the additional density in light of its public benefits.

The minimum 20-acre park dedication directly advances the Public Park/Recreation designation and the plan's Emerald Necklace vision of a connected public park and trail system along the Weber River.

### General Plan Smart Growth Principles

The General Plan's basic smart growth expectations address street and pathway connectivity, open space and recreation, dark-sky design, water conservation, and air quality. The proposal provides a connected street and pathway framework and substantial river corridor parkland. County dark-sky requirements already apply, and no special dark-sky benefit beyond code compliance is offered. The applicant has not committed to additional air-quality improvements, environmental enhancements, or exceptional water-conservation measures beyond applicable requirements.

The plan's exemplary smart growth provisions also encourage varied housing, smaller housing responsive to affordability needs, superior trails and streets, improved parks, energy efficiency, solar energy and storage, distinctive design, and agricultural preservation through transferable development rights. The proposed patio and starter homes provide some housing variety, but no binding affordability or above-code energy commitments. The parkland would be unimproved, with no developer-constructed trailhead, playground, or Weber River Parkway trail segment. The project offers no transferable development rights preservation of other agricultural property.

Its strongest additional benefits are public river corridor acquisition and local street and pathway connectivity. At the general plan's 10-acres of parkland per 1,000 residents, the 156 lot (Phases 1-4), should provide approximately five acres of park area. This figure includes the concept that all of the area's parks cumulatively should average about 60 percent completed park area, and about 40 percent natural park area. Most of the natural park area is planned to be along the Weber River riparian corridor.

### Agricultural Preservation and Parkland Tradeoff

The earlier cluster subdivision preserved private agricultural land as consideration for allowing smaller residential lots. Including the pending Phase 1A, approximately 25.23 acres of private agricultural open space would remain.

The proposed arrangement would eliminate that agricultural preservation and dedicate at least 20 acres for a public park, including approximately three acres not previously designated as agricultural open space. These outcomes are not equivalent: private agricultural preservation protects farming potential and rural character, while public parkland offers public ownership, future access, and recreational opportunities. Much of the parkland was already protected from residential development, so its principal new benefit is the change in public ownership and future use, rather than the full acreage becoming newly protected land.

### Parkland Valuation and Bitton/Herrick Contribution

The applicant estimates that the proposed parkland is worth approximately $60,000 per acre, or $1.2 million for 20 acres, relying on recently closed real estate sales presented in the comparables analysis in Exhibit A. However, staff questions whether the sales comparables support that valuation for this particular river corridor parkland. With some combination of physical work, parcel consolidation, or rezoning, each cited comparable retains potential for residential or other development. Such development potential – including land speculation based on recently approved rezones/development – can materially influence market prices, whereas the proposed parkland is currently subject to existing agricultural open-space commitments/conservation easements and floodplain constraints. Most notably, the second comparable provided, Parcel 15-090-0005, was recently submitted to Weber County by Hamblin Homes for an R1-15 residential rezone. That application illustrates the potential development value embedded in at least one

comparable. Staff is not asserting a different appraised value; rather, the comparable analysis should not be treated as conclusively establishing a $1.2 million value for the proposed park dedication.

By way of comparison, the Riverbend Farm's recommended park area of five acres – after 60 percent of it is improved, could cost a park district about $1.17M. This is based on parkland and improvement financial analysis conducted by the county in 2024.

By way of comparison, the per-acre value used for the Taylor Landing development agreement analysis, which was recorded in June 2025, estimated that truly undevelopable farmland would carry a value of less than $30,000 per acre. This value was derived from assessor's data. Staff suggested at the time that it may be an over-estimate due to a few valuation outliers. If a similar per-acre value is used, the applicant's 20-acre donation would be valued at approximately $600,000.

Thus, assuming previous computations were accurate, the applicant's proposed 20 acre parkland donation may actually be valued at approximately 50 percent of what would otherwise be expected from a 156-lot development.

Separately, the existing Bitton/Herrick Estates development, which the applicant purchased after its development agreement was approved, has a development agreement that commits $7,500 per residential lot for public park purposes. For 90 lots, that equals $675,000 in nominal 2024 dollars. The applicant is requesting to be released from the Bitton/Herrick donation in exchange for the 20-acre parkland donation plus a $400,000 cash donation.

In summary, if the 20-acre parkland is worth $600,000, combined with the $400,000 cash contribution, then the applicant's proposed public park open space contribution for both Bitton/Herrick and Riverbend equals approximately $1M. Whereas if using the 2024 park acquisition and construction value, the general plan's recommended 10 acres per 1,000 at an average 60 percent completion equals approximately $1.85M. This is essentially a value that is $850,000 less than the applicant is offering.

For this and other reasons further explained in this staff report, staff is recommending that the planning commission leave the Bitton/Herrick contribution as-is and separate from any Riverbend Farms considerations, and instead focus on obtaining what it deems appropriate for the Riverbend Farms development alone.

**(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.**

The proposal extends an existing residential subdivision rather than introducing an isolated residential enclave. Small- and medium-lot homes to the west provide a transition, while large-lot residential and agricultural properties remain to the north, south, and east. Additional smaller lots would alter the area's rural character and intensity. The General Plan anticipates residential growth here, but the Commission should weigh that transition against the loss of previously committed agricultural open space.

If the applicant's rezone is approved, staff is recommending rezoning the already developed Phases 1 and 2 to R1-15 for consistency, without bringing those phases under the new development agreement.

**(c) The extent to which the proposed amendment may adversely affect adjacent property.**

The additional 49 lots may increase traffic, activity, and demands on infrastructure and public services. Street and pathway connections can distribute movement and improve neighborhood accessibility, but will also create new circulation relationships with surrounding properties. The development agreement and subdivision review must address access, utility capacity, stormwater, and applicable offsite impacts. The parkland dedication may provide a long-term public benefit but does not eliminate these development impacts.

**(d) The adequacy of facilities and services intended to serve the subject property, including roadways, parks, police and fire protection, stormwater drainage, water supplies, wastewater, and refuse collection.**

**Roadways and Pathways**

The draft development agreement addresses improvements to 3600 West, including widening specified segments toward a 30-foot asphalt width, a two-inch mill and overlay, right-of-way contingencies, allocation of costs, and potential lawful impact fee credits. The applicant will construct internal streets to applicable standards. The easternmost north-south street must preserve a functional future connection to Parcel 15-043-0035 without an alignment that impedes traffic flow. A 10-foot concrete multi-use pathway along that corridor and public connections to the park are contemplated.

### Infrastructure Timing and Financing

The General Plan calls for growth patterns in which infrastructure keeps pace with development, rather than growth proceeding ahead of necessary public facilities. This is difficult to achieve without substantial upfront developer financing. Impact fees intended to fund eligible system improvements are commonly collected when individual building permits are issued, potentially after major infrastructure is needed. They also arrive one permit at a time, not as the lump sum required to construct a road or utility project. Utah Code Section 11-36a-602 generally requires collected impact fees to be spent or encumbered for an eligible purpose within six years. These timing constraints support requiring the developer to construct necessary improvements before or concurrently with the demand they create, using lawful reimbursement or impact fee credits when justified.

### Utilities and Public Services

Adequate culinary and secondary water, sanitary sewer, stormwater facilities, emergency access, and other services must be verified through future subdivision review. Capacity and improvement requirements must be established before subdivision improvement drawings are approved. The developer remains responsible for providing required facilities and for its proportionate share of eligible offsite improvements, as determined by appropriate engineering analysis. The report does not assume capacity assurances have already been issued by individual service providers, but the applicant has provided utility provider letters of acknowledgement with the rezone applicant, which can be reviewed in Exhibit A.

**(e) Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.**

The proposed parkland is encumbered in part by the Weber River corridor and floodplain. Placing housing outside the river corridor reduces direct residential exposure to river hazards, but the proposed land-only donation does not itself include habitat restoration or other environmental improvements.

The development itself is unlikely to degrade natural or ecological resources, but there is an ecological resource challenge to consider. The County Engineer has identified undermined concrete riprap along the parkland's riverbanks and estimates $500,000 to $700,000 in potential stabilization work. To ensure the public entity receiving the parkland does not inherit a substantial future liability, the Engineer recommends developer-funded repairs as part of the consideration for the rezone.

Combine this with the developer's 20-acre land donation and the expected public park open space contribution begins to approach the above estimated $1.85M.

**(f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.**

The street and pathway framework is intended to improve connectivity and, when all stubbed streets are eventually connected, disperse local trips. The proposed improvements to 3600 West, internal street construction, future street stubs, and applicable proportionate-share obligations are relevant mitigation measures. Final determinations of traffic impacts and necessary offsite improvements should be based on appropriate engineering studies and subdivision-stage review. The Commission should not interpret the zoning amendment as waiving future proportionate-share obligations. This is provided for in the draft development agreement.

## Staff Recommendation

Staff recommends a positive recommendation for File ZMA2026-10, subject to as development agreement substantially similar to the attached draft development agreement. Staff supports the proposed additional residential density and minimum 20-acre park dedication with appropriate riverbank stabilization, while

recognizing the loss of agricultural preservation and the absence of developer-funded park improvements. If the planning commission desires to consider additional park improvement, they should be added to the following staff considerations:

1. Apply R1-15 zoning to the proposed residential development areas, including existing Phases 1 and 2. Do not apply R1-15 to the parkland; staff prefers the parkland is rezoned to the O-1 zone, but if not, staff recommends leaving the A-2 zoning as-is.
2. Require necessary infrastructure to be in place before or concurrently with development impacts, with lawful reimbursement or impact fee credits when justified.
3. Keep the Bitton/Herrick $7,500-per-lot park contribution obligation separate from the Riverbend Farms considerations.
4. Ensure the release of the County-held agricultural conservation easement(s) are included in the final adopted rezone ordinance.

Suggested findings:

1. The residential and park uses generally support the General Plan's Medium-Large Lot Residential and Public Park/Recreation designations.
2. The public park dedication advances the Emerald Necklace vision, notwithstanding the lack of improvements.
3. The agreement provides enforceable mechanisms for development intensity, circulation, and infrastructure responsibilities.
4. The Commission has considered the agricultural preservation tradeoff, valuation uncertainty, and riverbank liability.
5. If approved as recommended herein, the rezone and subsequent development will promote the general health, safety, and welfare of the community at-large, and support the advancement of the general plan.

## Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

**Motion for positive recommendation as-is:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least 20 acres along the Weber River for public park purposes.

I do so with the following findings:

*Example findings*:

1. *The changes are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

**Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least

20 acres along the Weber River for public park purposes, but with the following additional edits and corrections:

*Example of ways to format a motion with changes:*

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [____desired edits here _____].*
3. *Etc.*

I do so with the following findings:

*Example findings*:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

**Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least 20 acres along the Weber River for public park purposes. I do so with the following findings:

*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____add any other desired findings here_____].*

## Exhibits

Exhibit A: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.

Exhibit D: Draft Development Agreement.

**Exhibit A: Application.**

Riverbend Farms Phases 3 & 4 Rezone Request

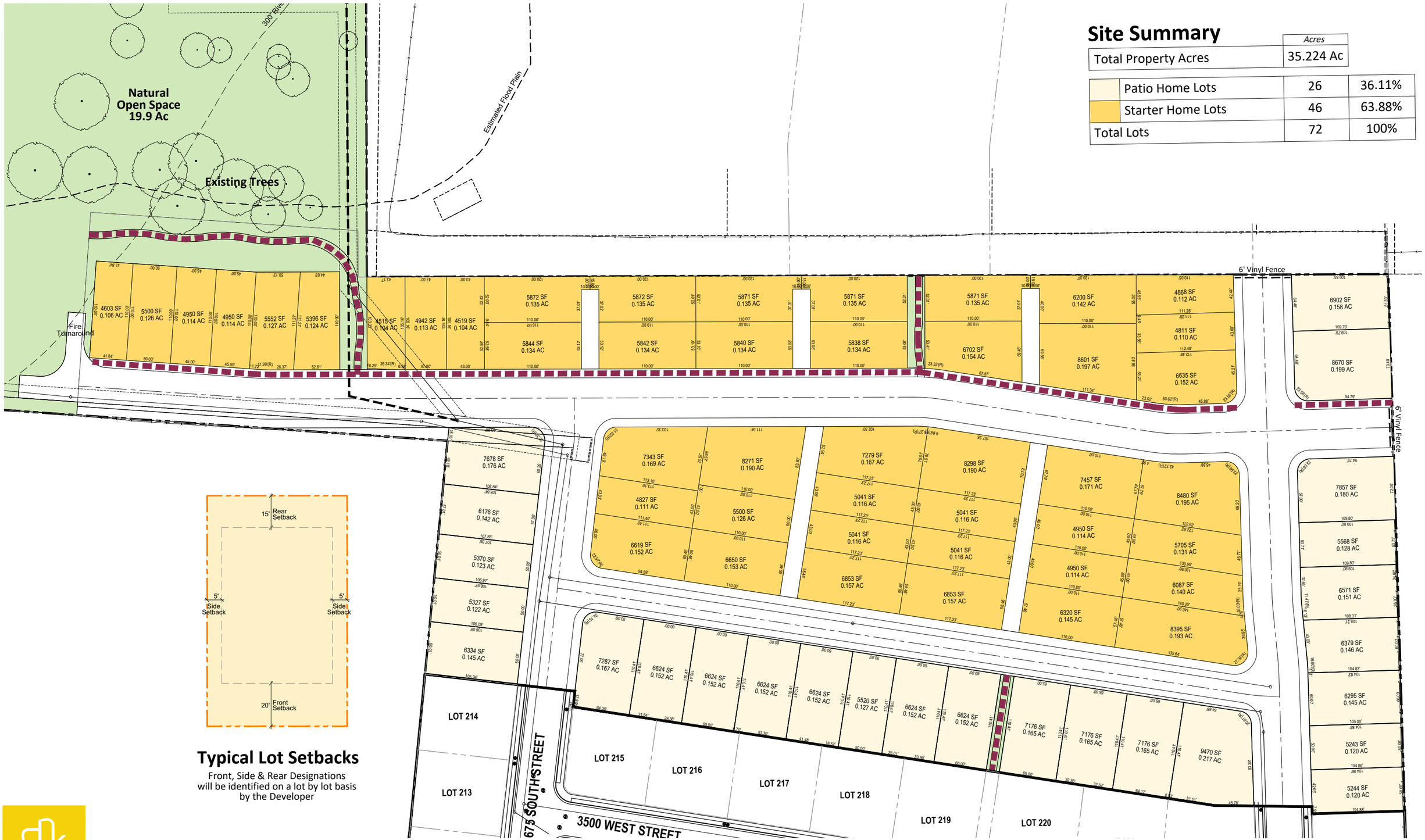
We are requesting the rezone of Weber County Parcel IDs 15-043-0095, 15-823-0055, 15-043-0096, 15-043-0097, and 15-874-0029 to R-1-10 (Residential). This rezone is being proposed to allow for the continued development of the Riverbend Farms Subdivision, which has been planned as a cohesive residential community. The proposed R-1-10 zoning will allow for appropriate residential densities and lot sizes while ensuring consistency with the County's long-term land use goals and infrastructure plans. The development will also allow for the construction of a variety of housing types, including detached, single-family Starter Homes to increase the availability of owner-occupied, single-family attainable homes for individuals and families desiring to live and/or work in Weber County, and will improve workforce housing opportunity that supports Weber County's economic development plans and efforts.

A development agreement will govern development of the subdivision. Through that agreement, the developer will agree to donate approximately 19.5 acres of open space to Weber County which will support the county's efforts to preserve an "emerald necklace" configuration of open space and trails near the Weber River. This rezone and subsequent development will a connection and access to future Weber County Parks spaces, improving public accessibility and recreational connectivity in the area.

All necessary infrastructure including culinary water, sanitary sewer, storm drainage, and roadway access can be readily extended to serve this area as part of the ongoing improvements. We believe this rezone aligns with the County's intent to promote efficient land use, logical growth patterns, and the creation of well-serviced residential neighborhoods that contribute to community cohesion and quality of life. We appreciate your time and consideration of this request and look forward to working with County staff throughout the review process.

## Site Summary

| | Acres | |
|---|---|---|
| Total Property Acres | 35.224 Ac | |
| Patio Home Lots | 26 | 36.11% |
| Starter Home Lots | 46 | 63.88% |
| Total Lots | 72 | 100% |







### Typical Lot Setbacks

Front, Side & Rear Designations will be identified on a lot by lot basis by the Developer

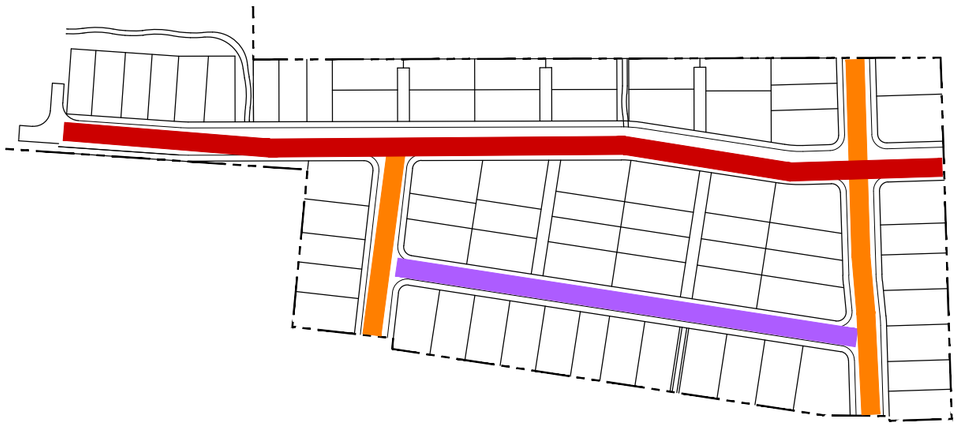
Think Architecture

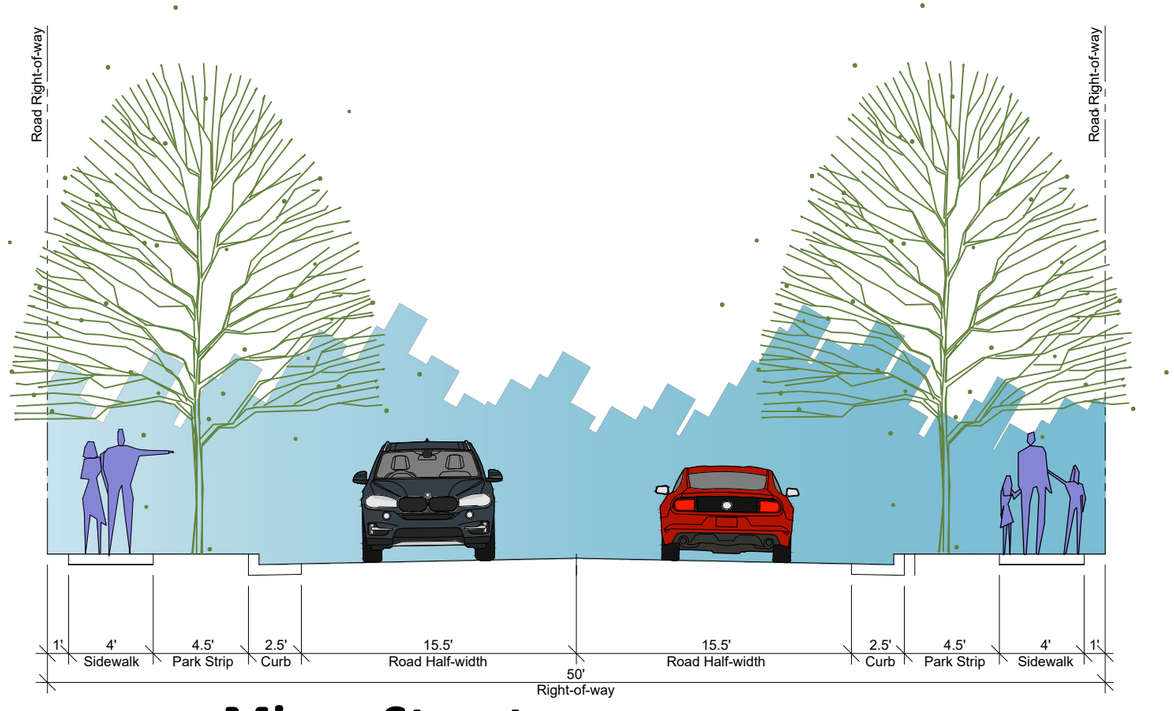
**August 24, 2026**

0 25 50 100 150

# Concept Plan

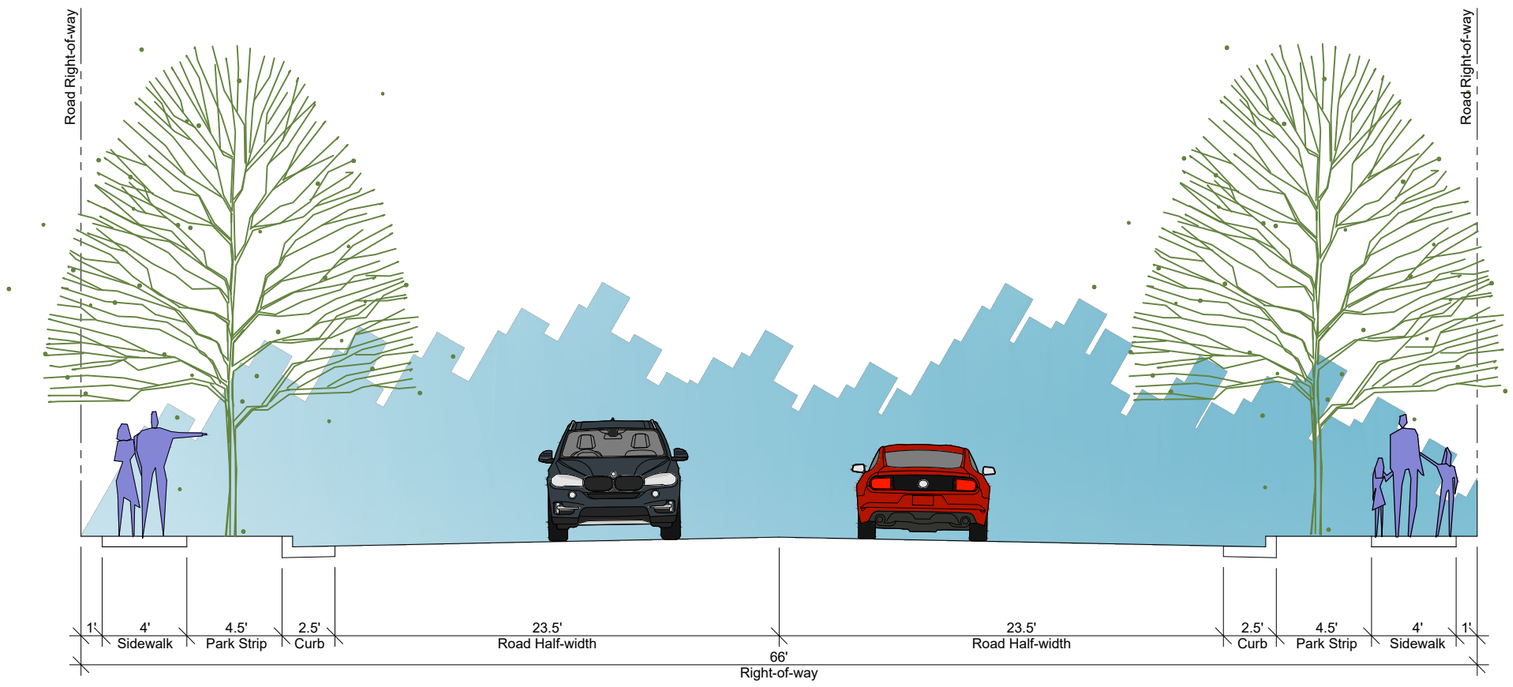
Riverbend, Weber County, Utah






## Minor Street

50' Right-of-way Width




## Collector Street

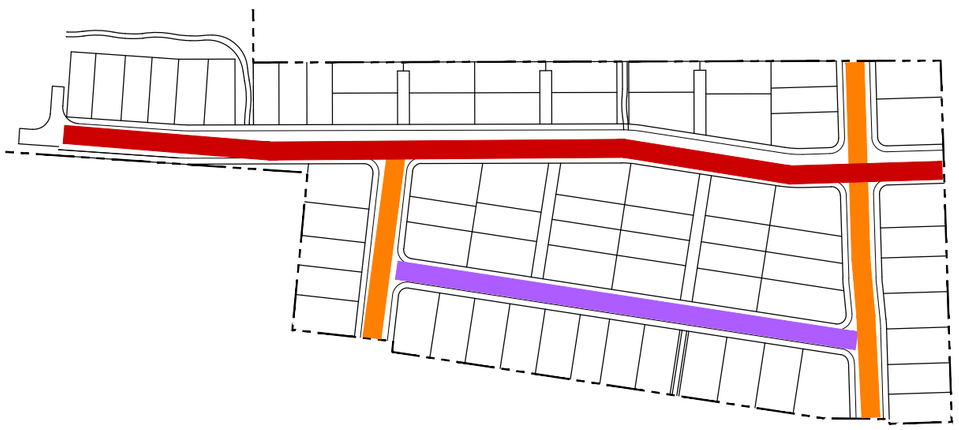
66' Right-of-way Width

Think
Architecture

August 24, 2026

# Concept Plan

Riverbend, Weber County, Utah



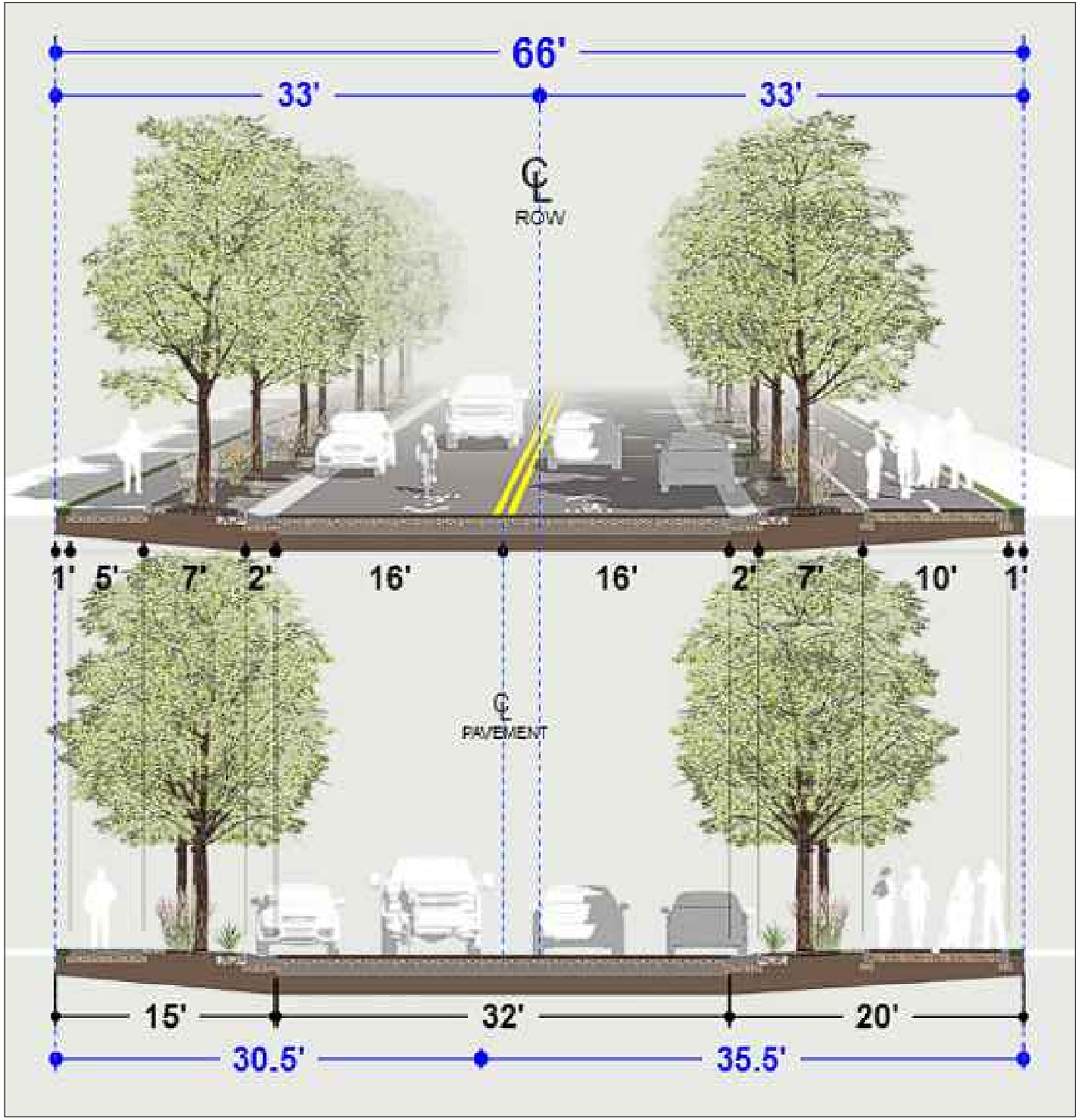
## MAJOR RESIDENTIAL

VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET LANE SHARROW

***CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS***

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *GENERALLY PROVIDES CONTINUOUS ROUTE, THAT IS USUALLY GREATER THAN 1,300 FEET, THROUGH NEIGHBORHOOD; OR CONNECTS A COLLECTOR OR ARTERIAL STREET TO OTHER RESIDENTIAL STREETS.*

***NOTE:** ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.*




**Major Residential**
66' Right-of-way Width

Think
Architecture

**August 24, 2026**

# Concept Plan
Riverbend, Weber County, Utah

# MLS# 2146947



See → bigger picture next page

**Sold Price:** $51,600
**Original List Price:** $51,600
**Lease Price:** $0
**DOM:** 1
**Time Under Contract:** 10

**Status:** SOLD
**Price Per:**
**Entry Date:** 03/31/2026
**Contract Date:** 04/05/2026
**Sold Date:** 04/15/2026
**Sold Terms:** Seller Financing

**Concessions:** $0
**Address:** 1 7500 W
**NS/EW:** S / W
**City:** West Warren, UT 84404
**County:** Weber
**Plat:**
**LOT #:**
**Tax ID:** 10-044-0101
**Zoning Code:**
**HOA Rental Cap:** No

**Est. Taxes:** $80
**HOA Fee:** $0

**School Dist:** Weber
**Sr High:** Fremont
**Acre FT./Share:** 0.00 |
**Wells:** |

**Elem:** West Weber
**Other Schl:**
**Acre FT./Share:** 0.00 |
**Surface:** |

**Jr High:** Wahlquist
**Acre FT./Share:** 0.00 |
**Dev. Spring:** |

**Culinary Well Health Inspected:**
**Prop Type:** Agricultural
**Acres:** 0.86
**Frontage:** 0.0
**Side:** 0.0
**Back:** 0.0
**Irregular:** No
**Facing:** W
**Driveway:**
**Water Distance:**
**Sewer Distance:**
**Gas Distance:**
**Usable Electric:**
**Pressurized Irr.:**
**Conn. Fees:**
**Irrigation Co:**
**Water:**
**Exterior Feat.:**
**Irrigation:**
**Land Use:** Pasture
**Utilities:**
**Zoning:** Agricultural
**Possession:** When Funded
**Terms:** Seller Finance
**CCR:**
**Lot Facts:** Additional Land Available; Fenced: Full; Horse Property
**Township:**
**Range:**
**Section:**
**Section Desc.:** SEC/TWN/RNG/MER:SEC 23 TWN 06N RNG 03W PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT MAP REF:BK 10 PG 044 State Utah
**Driving Dir:**
**Remarks:** 0.86 acres of agricultural land in West Warren. This parcel is best suited to be purchased in conjunction with MLS #2146643. No water rights are included. Great opportunity for additional ground to complement the adjoining property. Buyer to verify all information.

$ 60,000 / acre

**Agt Remarks:**
**HOA Remarks:**
**Clos Remarks:**

**L/Agent:** Mark R Hansen **Email:** therealmarkhansen@gmail.com **Ph:** 801-391-1443 **Special Owner Type:**
**L/Office:** Real Broker, LLC **Ph:** **Mobile:** 801-391-1443

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## MLS# 2146947

**Sold Price:** $51,600 • 1 7500 W • West Warren, UT 84404




**Aerial overview of property's location with property boundaries highlighted**

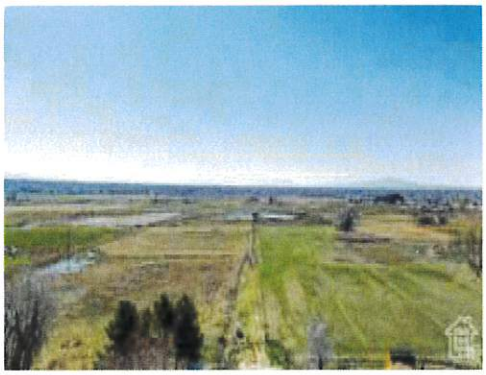
Property has no access, no utilities, & doesn't even look farmable.

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# MLS# 2089069

**Sold Price:** $890,000
**Original List Price:** $795,000
**Lease Price:** $0
**DOM:** 138
**Time Under Contract:** 314

**Status:** SOLD
**Price Per:**
**Entry Date:** 06/02/2025
**Contract Date:** 10/09/2025
**Sold Date:** 08/19/2026
**Sold Terms:** Cash



**Concessions:** $0
**Address:** 4050 W 2900 S
**NS/EW:** 2900 S / 4050 W
**City:** Taylor, UT 84401
**County:** Weber
**Plat:**
**LOT #:**
**Tax ID:** 15-090-0005
**Zoning Code:** R-1
**HOA Rental Cap:** No

**Est. Taxes:** $43
**HOA Fee:** $0

See Pictures on next pages.

**School Dist:** Weber
**Sr High:** Fremont
**Acre FT./Share:** 2.00 | Own
**Wells:** |

**Elem:** Kanesville
**Other Schl:**
**Acre FT./Share:** 0.00 |
**Surface:** |

**Jr High:** Rocky Mt
**Acre FT./Share:** 0.00 |
**Dev. Spring:** |

**Culinary Well Health Inspected:**
**Prop Type:** Residential
**Acres:** 13.62
**Frontage:** 0.0
**Side:** 0.0
**Back:** 0.0
**Irregular:** No
**Facing:**
**Driveway:**
**Water Distance:**
**Sewer Distance:**
**Gas Distance:**
**Usable Electric:**
**Pressurized Irr.:**
**Conn. Fees:**
**Irrigation Co:**
**Water:** Culinary Available
**Exterior Feat.:**
**Irrigation:** Shares: Owned
**Land Use:** Hay
**Utilities:** Gas: Available; Power: Available
**Zoning:** Single-Family
**Possession:**
**Terms:** Cash
**CCR:**
**Lot Facts:** Terrain: Flat
**Township:** 6N
**Range:** 2W
**Section:** 33
**Section Desc.:**

$65,345 / acre

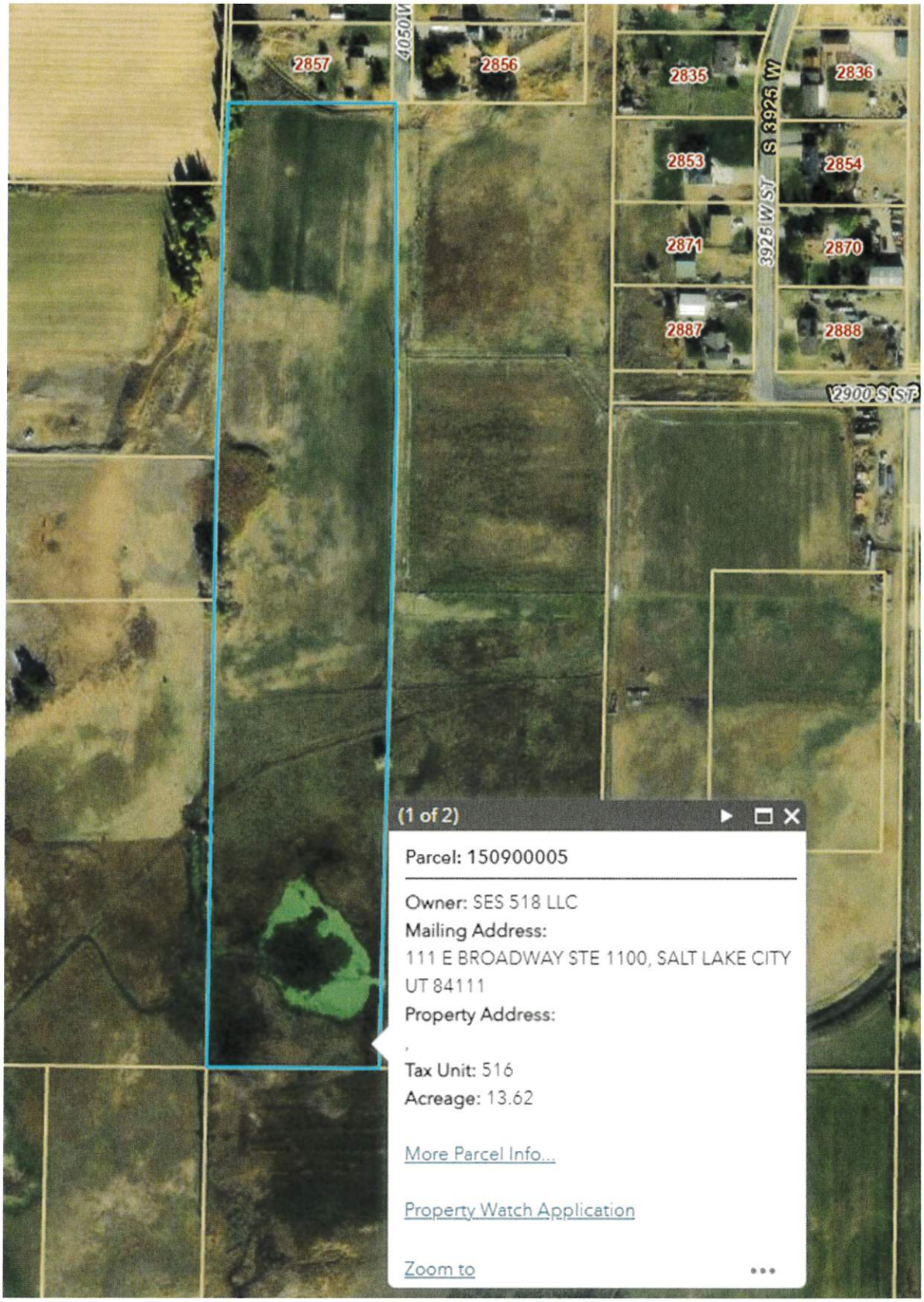
at least a third of this property is undevelopable

**Driving Dir:** Tax ID 15-090-0005 Drive west in 2550 S. Turn South on 4050 W. follow road to end of street.
**Remarks:** 13.62 Piece of ground. $110,000 per acre. Easy development. New junior high and high school under construction. Drive west in 2550 S. Turn South on 4050 W. follow road to end of street.

**Agt Remarks:**
**HOA Remarks:**
**Clos Remarks:**

**L/Agent:** Braden Shupe **Email:** bradenshupe@yahoo.com **Ph:** 801-430-7825 **Special Owner Type:** **Mobile:** 801-430-7825
**L/Office:** RE/MAX Associates (South Ogden) **Ph:** 801-475-7300
**B/Agent:** Jason Hamblin **Email:** jasonhamblin34@gmail.com **Ph:** 801-726-5886 **Mobile:** 801-726-5886

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2857
4050W
2856
2835
2836
S 3925 W
2853
2854
3925 W ST
2871
2870
2887
2888
2900 S ST
(1 of 2)
Parcel: 150900005
Owner: SES 518 LLC
Mailing Address:
111 E BROADWAY STE 1100, SALT LAKE CITY UT 84111
Property Address:
,
Tax Unit: 516
Acreage: 13.62
More Parcel Info...
Property Watch Application
Zoom to

# MLS# 2089069

**Sold Price:** $890,000 • 4050 W 2900 S • Taylor, UT 84401



Aerial view of property's location featuring a mountainous background



View of mountain background

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# MLS# 2107533

**Sold Price:** $251,000
**Original List Price:** $275,000
**Lease Price:** $0
**DOM:** 84
**Time Under Contract:** 27

**Status:** SOLD
**Price Per:**
**Entry Date:** 08/26/2025
**Contract Date:** 11/13/2025
**Sold Date:** 12/10/2025
**Sold Terms:** Cash




**Concessions:** $0
**Address:** 3319 W 3600 S
**NS/EW:** 3600 S / 3319 W
**City:** West Haven, UT 84401
**County:** Weber
**Plat:**
**LOT #:**
**Tax ID:** 08-034-0010
**Zoning Code:**

**Est. Taxes:** $229
**HOA Fee:** $0

**School Dist:** Weber
**Sr High:** Fremont
**Acre FT./Share:** 0.00 |
**Wells:** |

**Elem:** Kanesville
**Other Schl:**
**Acre FT./Share:** 0.00 |
**Surface:** |

**Jr High:** Rocky Mt
**Acre FT./Share:** 0.00 |
**Dev. Spring:** |

**Culinary Well Health Inspected:**
**Prop Type:** Residential; Agricultural
**Acres:** 3.00
**Frontage:** 0.0 99' wide
**Side:** 0.0 — 1320' long
**Back:** 0.0
**Irregular:** No
**Facing:**
**Driveway:**
**Water Distance:**
**Sewer Distance:**
**Gas Distance:**
**Usable Electric:**
**Pressurized Irr.:**
**Conn. Fees:** Gas; Power; Sewer; Water
**Irrigation Co:**
**Water:**
**Exterior Feat.:**
**Irrigation:**
**Land Use:**
**Utilities:** Gas: Not Connected; Power: Not Connected; Sewer: Not Connected
**Zoning:** Single-Family; Agricultural
**Possession:**
**Terms:** Cash; Conventional
**CCR:**
**Lot Facts:** Horse Property
**Township:**
**Range:**
**Section:**
**Section Desc.:**
**Driving Dir:**

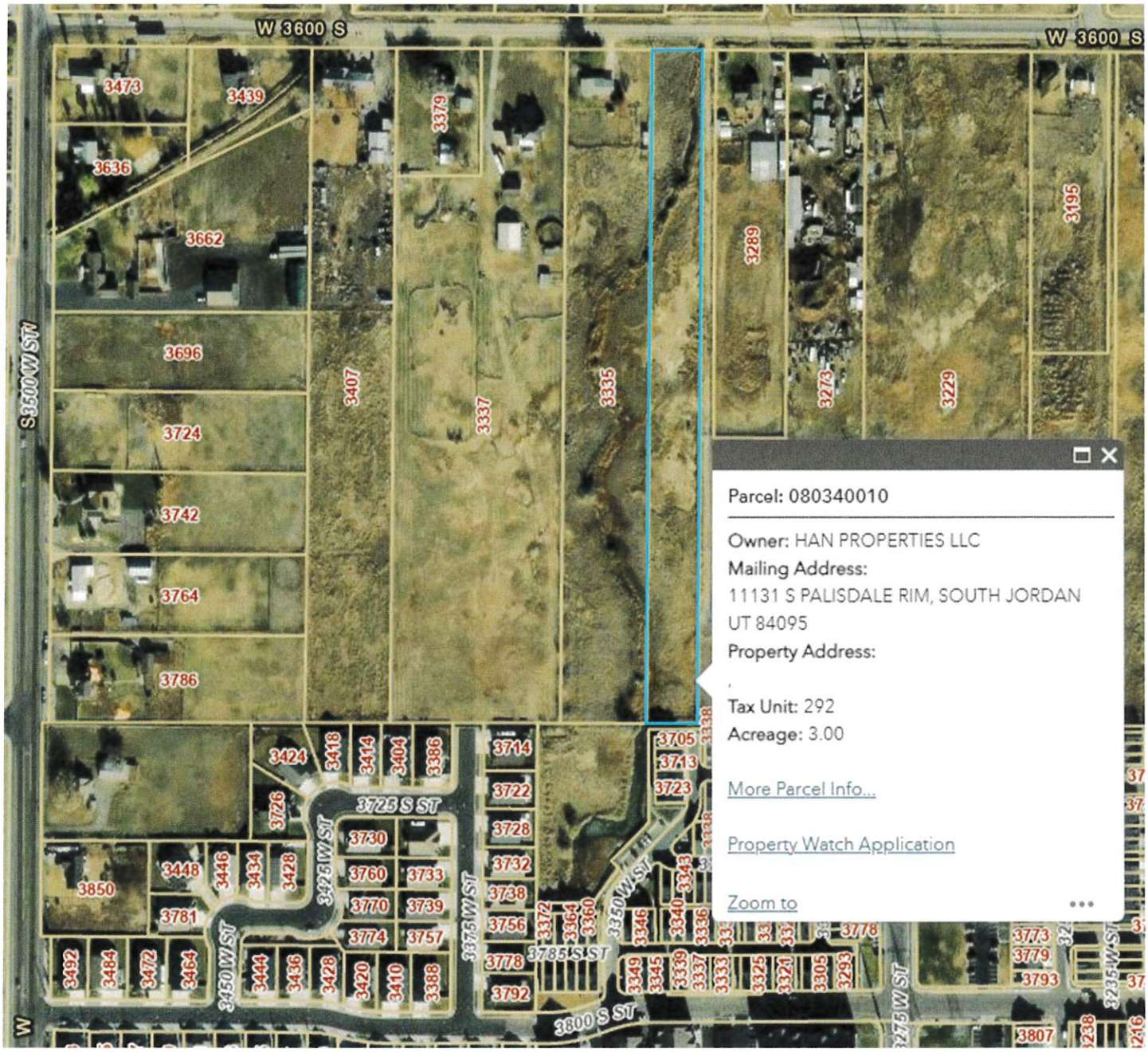
$83,667 / Acre

**Remarks:** Land has been used to pasture horses. Dirt road runs down the east side of the property and the west side is fenced easy to see. The Howard slough runs through and then over to the neighbor Seller has been told it could be piped, buyer to verify

**Agt Remarks:**
**HOA Remarks:**
**Clos Remarks:**


| | | | | Special Owner Type: |
|---|---|---|---|---|
| **L/Agent:** Shelley Nelson | **Email:** shelleynelson1@yahoo.com | **Ph:** 801-430-2977 | **Mobile:** 801-430-2977 |
| **Co-Agent:** Tricia Fox Taylor | **Email:** triciasellsutah@gmail.com | **Ph:** | **Mobile:** 801-425-8002 |
| **L/Office:** All Things Real Estate LLC | | **Ph:** 801-430-2977 | |
| **B/Agent:** Richard Grant | **Email:** richardgrantbroker@gmail.com | **Ph:** 801-815-9100 | **Mobile:** 801-815-9100 |
| **B/Office:** Equity Real Estate | | **Ph:** 385-399-8719 | |


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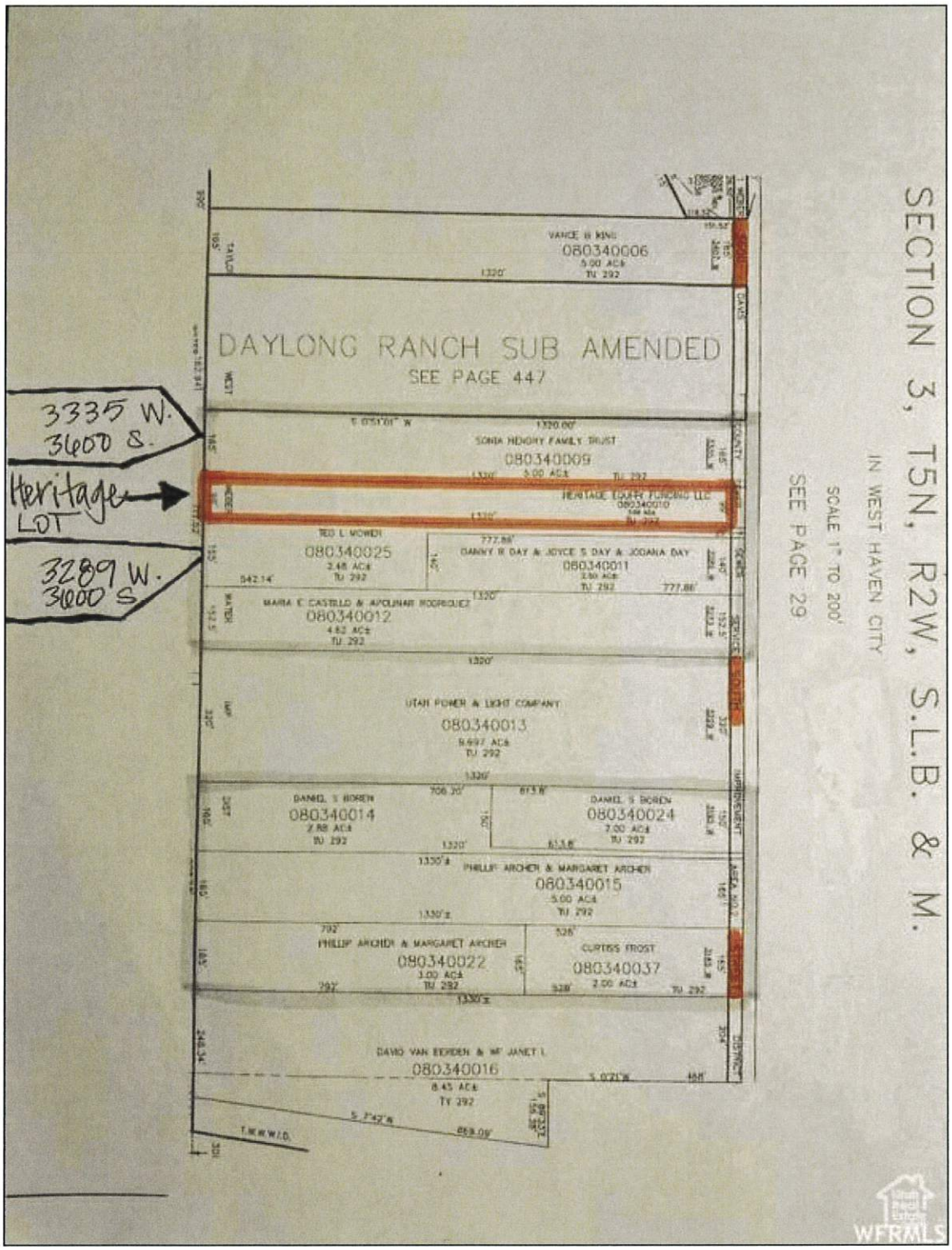



What would you do with a skinny, deep parcel with slough running through it?

# MLS# 2107533

**Sold Price:** $251,000 • 3319 W 3600 S • West Haven, UT 84401

**Map / location**




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# MLS# 2080624

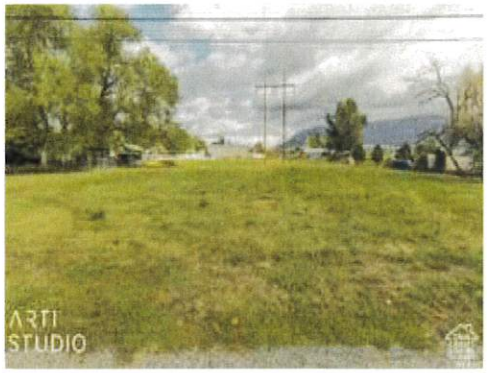
**Sold Price:** $120,000
**Original List Price:** $175,000
**Lease Price:** $0
**DOM:** 182
**Time Under Contract:** 40

**Status:** SOLD
**Price Per:**
**Entry Date:** 04/26/2025
**Contract Date:** 10/17/2025
**Sold Date:** 11/26/2025
**Sold Terms:** Cash

**Concessions:** $0
**Address:** 2268 W 1800 N
**NS/EW:** N / 2268 W
**City:** Farr West, UT 84404
**County:** Weber
**Plat:**
**LOT #:**
**Tax ID:** 15-218-0003
**Zoning Code:**

**Est. Taxes:** $285
**HOA Fee:** $0

See Picture on next page. →




**School Dist:** Weber
**Sr High:** Fremont
**Acre FT./Share:** 0.00 |
**Wells:** |

**Elem:** Farr West
**Other Schl:**
**Acre FT./Share:** 0.00 |
**Surface:** |

**Jr High:** Wahlquist
**Acre FT./Share:** 0.00 |
**Dev. Spring:** |

**Culinary Well Health Inspected:**
**Prop Type:** Residential
**Acres:** 0.62
**Frontage:** 0.0
**Side:** 0.0
**Back:** 0.0
**Irregular:** No
**Facing:**
**Driveway:** Dirt
**Water Distance:**
**Sewer Distance:**
**Gas Distance:**
**Usable Electric:**
**Pressurized Irr.:**
**Conn. Fees:**
**Irrigation Co:**
**Water:**
**Exterior Feat.:**
**Irrigation:** Not Available
**Land Use:** Hay; Pasture
**Utilities:** Gas: Not Connected; Power: Not Connected; Sewer: Not Connected
**Zoning:** Single-Family
**Possession:** Negotiable
**Terms:** Cash; Conventional
**CCR:**
**Lot Facts:** Terrain: Flat
**Township:**
**Range:**
**Section:**
**Section Desc.:**
**Driving Dir:**

$193,548 / acre

**Remarks:** Great Piece of Property!! Tucked away on a quiet street. This is .62 acres of mature grass hay. Buildable lot. Awesome area!!

**Agt Remarks:** **Pink area on plat map indicates buildable area based on setbacks and easement locations. Please schedule all showings, inspections, and appraisals through Aligned Showings. All offers must include a Buyer's pre-qualification letter with lender's contact information or proof of funds, plus the attached Seller's Property Condition Disclosure signed by the Buyer. Please email all offers to tommy@tommywebberteam.com. Buyer/Buyer's Agent to verify all information. Square footage figures are provided as a courtesy estimate only. Agent is related to the owner.

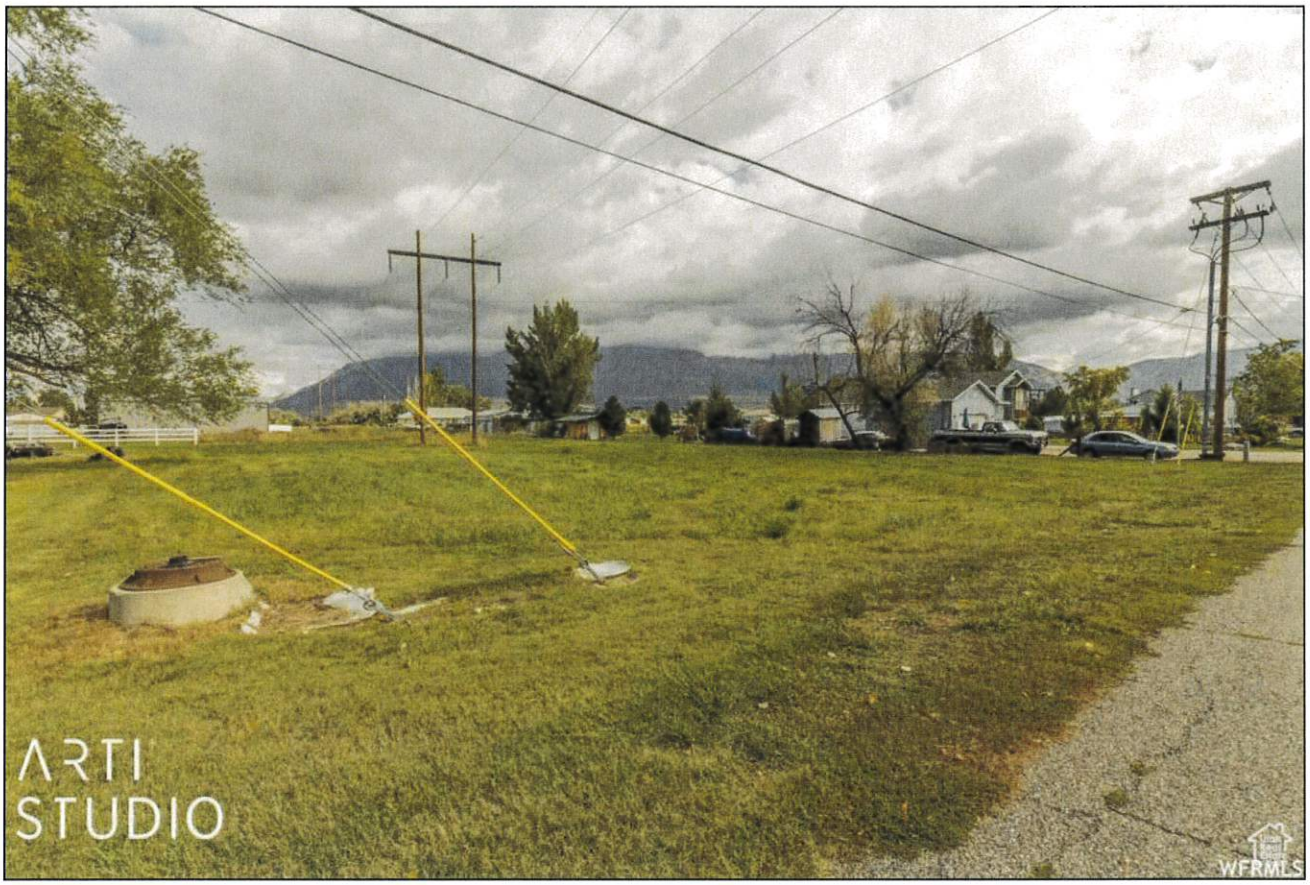
**HOA Remarks:**
**Clos Remarks:**

| | | | | Special Owner Type: |
|---|---|---|---|---|
| **L/Agent:** Tommy Webber | **Email:** tommy@tommywebberteam.com | **Ph:** 801-941-9410 | **Mobile:** 801-941-9410 |
| **Co-Agent:** Tommy Webber | **Email:** tommy@tommywebberteam.com | **Ph:** 801-941-9410 | **Mobile:** 801-941-9410 |

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## MLS# 2080624

**Sold Price:** $120,000 • 2268 W 1800 N • Farr West, UT 84404




**View of yard featuring a mountain view**

How do you build a home on this lot?

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TAYLOR WEST WEBER WATER DISTRICT
2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668

**October 9, 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 **Riverbend Subdivision Phases 3&4** located at approximately **3500 W. 700 S. in unincorporated Weber County**. The proposed development is being considered for R1-15 (2.9 Dwellings per acre)

The District currently has an existing **14-inch culinary water main along 3600 South**. To provide adequate service for the full buildout of the proposed development, the water system will need to be looped back to Phase 2. 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.**

This letter serves only as a **Ability to-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.

For culinary water capacity the District will contract water through Weber Basin Water Conservancy District. The proposed subdivision is subject to Weber Basin having the capacity to serve at the time the subdivision is given final approval. Water Right fees must be paid before water can be contracted with Weber Basin. Another option is to transfer water rights that can be pumped through Taylor West Weber Waters wells.

## 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
- **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 Ability to-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: 4-9-2027**

# Central Weber Sewer Improvement District

May 10, 2021

Steve Burton
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Riverbend Subdivision
Sanitary Sewer Service
Will Serve Letter

Steve:

At the request of Ed Grampp, we have reviewed a subdivision plan for Riverbend Subdivision with 100 proposed residences located at approximate address. 800 S 3600 W West Weber. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. Central Weber has the capacity to treat the sanitary sewer flow from this subdivision.

2. The connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.

3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

   *Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line. This annexation must be complete before the sale of any lots in the subdivision.

6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Construction Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Ed Grampp

**Exhibit B: Current Zone Map.**

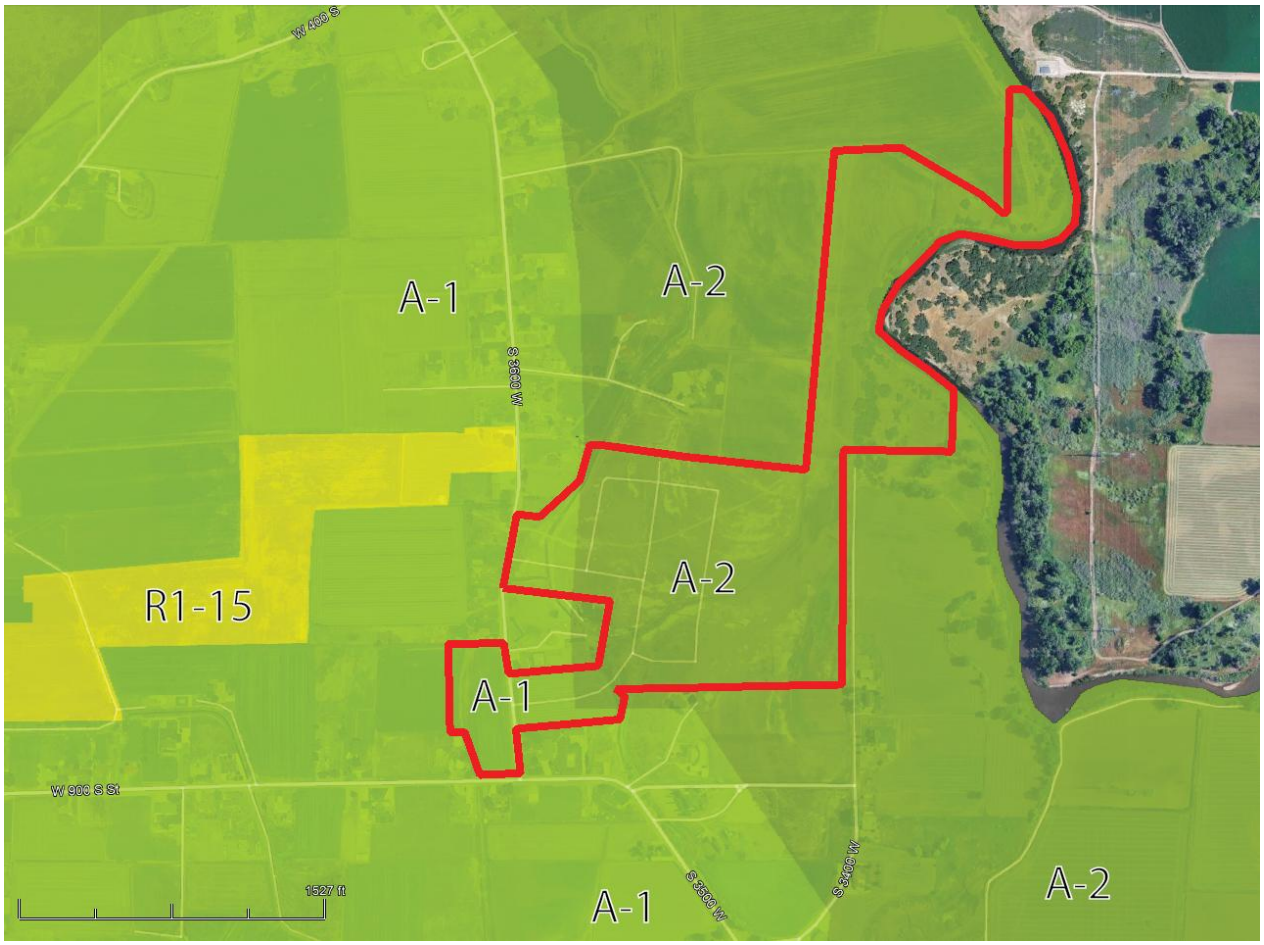


**Exhibit C: Proposed Zone Map.**

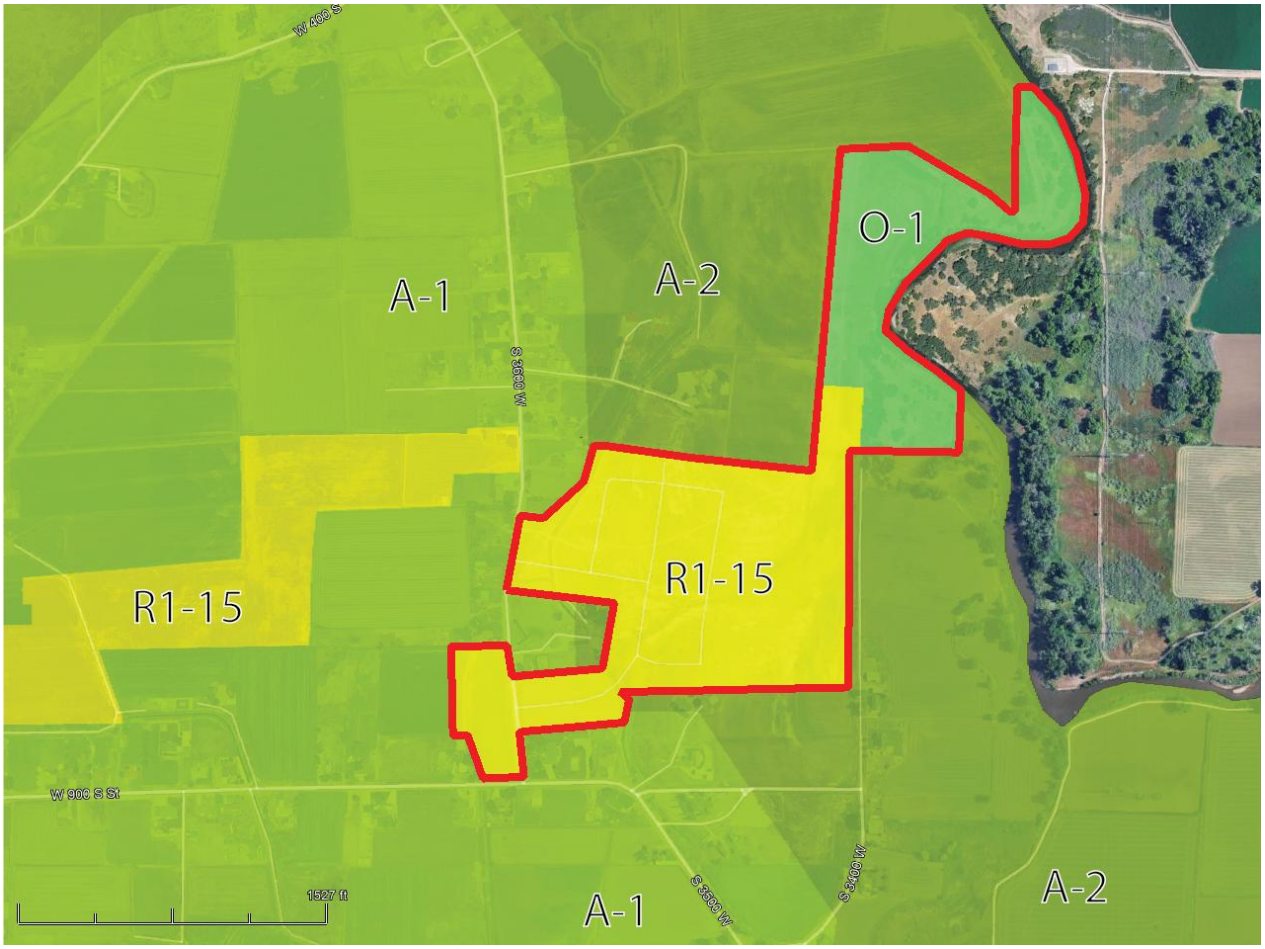


**Exhibit D: Draft Development Agreement.**

**When Recorded Return to:**
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

# DEVELOPMENT AGREEMENT

**Between**

**WEBER COUNTY, UTAH**

**and**

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# DEVELOPMENT AGREEMENT

**Riverbend Farms**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the same date that Ordinance Number 2026-____ is recorded in the Office of the County Recorder as Entry# _____, recorded _____, 2026 (Effective Date) by and between Weber County, Utah ("County") and Nilson Land Holdings, LLC *(*"Master Developer"), known together as the "Parties."

## RECITALS

**WHEREAS,** Developer owns or controls certain property, consisting of approximately 35.224 acres, located within the boundaries of County, and known by tax identification numbers: 15-043-0095, 15-823-0055, 15-043-0096, 15-043-0097, and 15-874-0029 ("**Property**"). The Property is further described on Exhibit A, attached hereto and incorporated herein.

**WHEREAS,** The Master Developer desires and intends to develop a residential subdivision (the "Project") Property known as *Riverbend Farms*;

**WHEREAS,** The Master Developer's objective is to develop in a manner that complements the character of the community and is financially successful;

**WHEREAS,** The County's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS,** Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, and assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS,** Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS,** Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS,** Prior to the execution of this Agreement, the Property's zone is *A-2* and Master Developer desires to rezone a part of the Property to the *R*-1-15 zone, and County desires to rezone a part of the Property to the O-1 zone, consistent with the terms and provisions contained herein;

**WHEREAS,** The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS,** A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

**NOW, THEREFORE,** in consideration of the recitals (which are incorporated into the Agreement by this reference), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT TERMS

**1. Incorporation of Recitals and Exhibits.**

The foregoing Recitals and **Exhibits A-K** are hereby incorporated into this Agreement.

**2. Effective Date, Expiration, Termination.**

**2.1. Effective Date.** The Effective Date of this Agreement is shown at the top of this Agreement.

**2.2. Expiration and Zone Reversion.**

**2.2.1. Expiration of Agreement Related To Development of the Property.** The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in **Section 2.2.3** of this Agreement, unless earlier terminated, renewed, or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

**2.2.1.1.** the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

**2.2.1.2.** the portion of the Property that has not been platted into residential lots as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

**2.2.1.3.** Subject to the limitations of Section 5, nothing in this **Section 2.2.1** is intended to inhibit the legislative body's legislative decision-making authority to enact and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

**2.2.2. Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.**

**2.2.2.1.** Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and

legislatively adopted land use regulations may be modified through the applicable legislative process. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.2.2.2.** If a court of competent jurisdiction determines that the zone reversion required by **Section 2.2** cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving R1-15 zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions,** which are incorporated herein by reference and shall control over any conflicting R1-15 provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.

**2.2.3. Term.** This agreement expires ten (5) years following the Effective Date.

**2.2.3.1. Automatic Renewal.** Prior to the expiration of this Agreement, if Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided in this Agreement, then this Agreement shall automatically extend an additional five (5) years without further action by the Parties.

**2.2.3.2. Reserved.**

**2.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

**2.3.1.** This Agreement automatically terminates, without notice, in the following circumstances:

**2.3.1.1.** The term of this Agreement expires and is not extended as provided or by written agreement of the Parties;

**2.3.1.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code.

**2.3.1.3.** The provisions of **Section 5.4** of this agreement take effect.

**2.3.2.** If Master Developer commits a Default, including a Default arising from an act or omission of Owner under **Section 11.20,** and the Default is not cured as specified in **Section 13**, County may, in its discretion:

**2.3.2.1.** Suspend or terminate any or all rights, approvals, entitlements, or benefits provided under this Agreement to Master Developer or Owner, as to all or any portion of the Property;

**2.3.2.2.** Terminate this Agreement in whole or in part; or

**2.3.2.3.** Exercise any other remedy provided in **Section 13**.

**2.3.2.4.** Notwithstanding **Sections 2.2.2** and **2.2.3**, no suspension or termination under this subsection shall release, excuse, impair, or reduce any obligation then due, accrued, or unperformed, any liability arising from the Default, or any covenant, security, or remedy under this Agreement, unless County expressly provides otherwise in writing.

## 3. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

**3.1.** **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. **§§17-79-101**, et seq.

**3.2.** **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.

**3.3.** **Agreement** means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

**3.4.** **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

**3.5.** **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in **Section 11.4** of this Agreement.

**3.6.** **Board of County Commissioners** means the elected County Commission of Weber County.

**3.7.** **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.

**3.8.** **Buildout** means the completion of all of the development on all of the Property for all of the Project.

**3.9.** **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

**3.10.** **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

**3.11.** **County** means Weber County, a political subdivision of the State of Utah.

**3.12.** **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

**3.13.** **Default** means a material breach of this Agreement.

**3.14.** **Design Review** means the County's design review process, as specified in the Code.

**3.15.** **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

**3.16.** **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.

**3.17.** **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** of this Agreement.

**3.18.** **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

**3.19.** **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

**3.20.** **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.

**3.21.** **Master Developer** means Nilson Land Holdings, LLC or its Assignees as provided in **Section 11.4** of this Agreement.

**3.22.** **Modification Application** means an application to amend this Agreement.

**3.23.** **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

**3.24.** **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

**3.25.** **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

**3.26.** **[Reserved]**

**3.27.** **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

**3.28.** **Parties** means the County and the Master Developer, including their Successors.

**3.29.** **Pathway** means a 10-foot wide multi-use paved pathway that complies with the paved pathway or paved trail requirements illustrated in any street cross section of **Exhibit E – Street Cross Sections** or **Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.

**3.30.** **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.

**3.31.** **Planning Commission** means the Planning Commission for the area in which the Property is located.

**3.32.** **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

**3.33.** **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

**3.34.** **Property** means the land area on which the Project will be sited, as more specifically described

in **Exhibit A – Property Legal Description.**

**3.35.** **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

**3.36.** **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

**3.37.** **Public Park Open Space** means the area intended to be public open space as shown on **Exhibit C – Concept Plan.**

**3.38.** **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

**3.39.** **[Reserved]**

**3.40.** **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.

**3.41.** **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

**3.42.** **Subdivision Application** means the application to create a Subdivision.

**3.43.** **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

## 4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in exhibits thereto). For any conflict between the .exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, pathways and trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

## 5. Vested Rights and Reserved Legislative Powers.

**5.1.** **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the R1-15 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The

Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

**5.2. Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

**5.3. Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

**5.3.1. County Discretion to Apply Future Laws.** County has discretion to either apply or not apply any future law or adopted standard, but can only do so to the extent it does not inhibit a Vested Right expressly specified in this Agreement, except as may be allowed by **Section 5.5** of this agreement.

**5.3.2. Written Agreement.** County and Master Developer may mutually agree, in writing, to the application of future laws to the Project.

**5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.

**5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

**5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

**5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and

**5.3.7. Impact Fees**. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

**5.4. Future Laws and Preservation of Material Obligations.** The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the County.

**5.4.1. Future Laws.** For purposes of this Section, "Future Law" means any statute, regulation,

ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.

**5.4.2. Waiver by Master Developer.** To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

**5.4.3. Non-Waivable Change in Law.** If a Future Law is not legally waivable, or if Master Developer's waiver under **Subsection 5.4.2** is ineffective to preserve the County's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

**5.4.4. County Determination.** If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in **Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.

**5.5. Reserved Legislative Powers.** Nothing in this Agreement, provided it does not inhibit a Vested Right expressly specified in this Agreement limits the County's authority in the future to enact a land use regulation or take any other action that applicable law reserves to the County. To the extent permitted by law, the enactment or application of a Future Law does not, by itself, extinguish the contractual obligations expressly assumed by Master Developer under this agreement. The statutory and contractual rights of the Parties shall otherwise be determined under applicable law.

## 6. Project Description.

A 72 unit single-family residential subdivision within the R1-15 zone that contains a variety of housing types.

## 7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction,** and **Exhibit C – Concept Plan.**

## 8. Development Standards.

**8.1. Project Density or Intensity.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than 72 dwelling units in the Project, consisting

of a variety of lot sizes, housing types, and design features as shown in **Exhibit C – Concept Plan**, which provides further detail regarding the number and location of housing types, designs, and site layouts.

**8.2.** **Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

**8.2.1.** **Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

**8.2.2.** **Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

**8.2.3.** **Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

**8.2.4.** **Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area as described in **Section 8.8.2**.

**8.3.** **Street Connectivity.** The Parties agree that the conceptual street layout illustrated in **Exhibit C – Concept Plan provides** satisfactory Street connectivity.

**8.4.** **Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, for public thoroughfare purposes at no cost to the County.

**8.4.1.** **Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections .**

**8.4.2.** **Project Specific Right-of-Way Dedication.** The easternmost north-south street right-of-way shall be dedicated and extended through Parcel 15-874-0029 to the boundary of Parcel 15-043-0035. The right-of-way shall be aligned to accommodate its future extension into Parcel 15-043-0035 without creating an offset or other geometric condition that materially impedes the safe and efficient flow of traffic.

**8.5.** **Street Improvements.** Unless specified otherwise in the **Exhibit E – Street Cross Sections ,** streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

**8.5.1.** **Reserved.**

**8.5.2.** **Project-Specific Street Improvements.** Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

**8.5.2.1.** **3600 West Street.** As part of the improvements installed in conjunction with Riverbend Farms Phase 3, Developer will add additional asphalt to the portion of 3600 W depicted on Exhibit E denoted as road section "A" and "B" to bring the asphalt width to 30'. Developer will further complete a 2-

inch mill and overlay of the existing asphalt for these sections. This commitment is subject to the County being able to provide sufficient right-of-way to permit the installation of the additional asphalt

**8.5.2.1.1.** Installation of the additional asphalt for these sections shall be to the county standard of 8 inches of pit run, 6 inches of road base, and 3 inches of asphalt.

**8.5.2.1.2.** If County is not able to provide ROW for installation of the additional asphalt by the time Developer receives preliminary subdivision approval for Riverbend Farms Phase 4, which approval shall not be withheld in order to give County additional time to acquire ROW, then the requirement for developer to further improve said sections shall be waived.

**8.5.2.1.3.** Developer shall receive impact fee credits in the amount of the cost of the ROW improvements that are required to bring the asphalt to a width great than 26 feet. County shall be responsible for the mill and overlay costs reasonably related to the asphalt in existence as of the Effecive Date of this Agreement.

**8.5.2.1.4.** After 3600 improvements are complete pursuant to this **Section 8.5.2.1**, the mill and overlay shall be completed prior to conditional acceptance of any asphalt in the Project.

**8.5.2.1.5.** For portions of road section "A" and "B" already completed as part of a development that is not subject to this Agreement, this **Section 8.5.2.1** shall not apply, except that County may require Master Developer to mill and overlay such portions at the County's cost.

**8.5.3. Reserved.**

**8.5.4. Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.

**8.5.5. Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.

**8.5.6. Reserved.**

**8.5.7. Street Trees.** All streets shall be lined with shade trees in the park strip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**8.5.7.1. Tree Canopy.** Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

**8.5.7.2. Tree Selection.** At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids

transmission of pests/disease such that the trees have optimal chance of long-term survival.

**8.5.7.3. Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.

**8.5.7.4. Reserved**.

**8.5.7.5. Tree Installation and Care.** Developer shall plant required tree at such time and circumstances as will maximize the tree's chances of survival, considering such factors as availability of water, occupancy of the adjacent home, season of the year, and installation of other landscaping improvements.

**8.5.7.6. Tree Financial Guarantee**. See **Section 10.3**

**8.5.8. Street Tree Installation and Maintenance.** Developer shall install and maintain, or cause to be installed and maintained, required street trees as follows:

**8.5.8.1. Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

**8.5.8.2. Tree Watering.** Master Developer agrees to provide or require the homeowner to provide each street tree with a watering mechanism tied directly to the meter providing secondary water to the lot fronting the street Improvements.

**8.5.8.3. Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the period between public landscape acceptance and release of the applicable public landscape financial guarantee, as provided in **Section 10.3**, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

**8.5.9. Public Landscaping.** The following are required for required landscaping within public rights-of-way and along public pathways:

**8.5.9.1. Parkstrip Rock.** Except around the base of a tree (root area), Master Developer shall place four-inch-plus angular rock, six-inches deep, in each parkstrip, with a weed barrier beneath.

**8.5.9.2. Other Landscaping.** In lieu of or as a supplement to, which shall be at the Master Developer's option, the parkstrip rock specified in **Section 8.5.9.1,** plantings and other ground cover in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer in accordance with **Exhibit H – Public Parkstrip Landscaping**, to be operated and maintained either by the abutting owner or a homeowners association.

**8.5.9.3. Construction Drawings to Include Landscaping.** Each Development Application submitted shall provide a detailed Public 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.

**8.5.10. Reserved.**

**8.5.11. Secondary Egress.**

**8.5.11.1.** Master Developer agrees that as the project is platted and constructed,

street Improvements shall be installed such that at no time shall there be more than 30 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets. Specifications regarding the location and construction of the second egress shall be as shown in **Exhibit C – Concept Plan**. Secondary egress approval is subject to review and approval by the local fire authority.

**8.5.11.2. Project-Specific Egress Requirements.**

**8.5.11.2.1.** Reserved.

**8.5.11.2.2.** Reserved.

**8.5.12. Street Upsize Compensation**. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing street facilities. For in-Project street facilities, "upsizing" occurs if the County requires a street within or abutting the Project boundary to be greater than specified in this agreement. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

**8.6. Reserved.**

**8.7. Utilities.**

**8.7.1. Burying Utilities.** Master Developer agrees to underground all utilities, both existing and proposed, within the Property and within any right-of-way adjacent to the Property in a manner that complies with adopted standards. This shall include but is not limited to canals, ditches, stormwater infrastructure, and existing overhead utilities. Long distance high voltage power transmission lines are exempt from this requirement.

**8.7.2. Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

**8.7.2.1. Reserved.**

**8.7.2.2. Sewer Collection Service from County.** County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.

**8.7.2.3. Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other lawful sewer treatment options that do not involve the County.

**8.7.2.4. Gravity Sewer Collection Lines.** Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that need or will in the future need a sewer

connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.

**8.7.2.5. Reserved.**

**8.7.2.6. Sewer Upsize Compensation**. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing sewer facilities. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

**8.7.2.7. Project-Specific Sanitary Sewer Requirements.**

**8.7.2.7.1.** In addition to the provisions of Section 8.7.2.6, the County will include in such reimbursement for Sewer upsizing full compensation for amounts previously expended by Master Developer for upsizing the sewer in Riverbend Phase 1 and Phase 2.

**8.7.2.7.2.** Reserved.

**8.7.3. Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Such Improvements shall be installed and functional pursuant to the culinary water provider's specifications, and accepted or conditionally accepted by the culinary water provider. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

**8.7.4. Stormwater.** Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to accommodate the general area's anticipated storm water and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

**8.7.4.1. Stormwater Storage Ownership and Maintenance.** County acknowledges that it has accepted responsibility for the retention/detention basin and other storm drain facilities within the Project.

**8.7.4.2. Stormwater Upsize Compensation**. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing stormwater facilities. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

**8.7.4.3. Reserved.**

**8.7.5. Reserved.**

**8.8. Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

**8.8.1. Reserved.**

**8.8.2. Park Dedication.** Master Developer agrees to dedicate a minimum 20 acres of property, more specifically the parcels listed in **Section 8.8.2.5**, for use by the County as open spaces and public parks. County agrees and acknowledges that this donation fully meets Master Developer's obligations for parks and open spaces for Riverbend Phase 1a, Riverbend Phase 3, Riverbend Phase 4. The minimum required Public Park Open Space shall comply with the following.

**8.8.2.1. Dedication Method.** Unless specified otherwise in this Agreement, the minimum acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the Taylor West Weber Park District ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

**8.8.2.2. Deferred Conveyance.** County may, in its sole discretion, defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.

**8.8.2.3. Reserved.**

**8.8.2.4. Reserved.**

**8.8.2.5. Phasing Public Park Open Space Dedication.** The Public Park Open Space dedication shall dedicate the following parcels in accordance with the following timing:

**8.8.2.5.1.** Parcel 15-874-0029 and that portion of Parcel 15-823-0055 illustrated in **Exhibit C – Concept Plan,** shall be dedicated at the time of the recording of the plat for Riverbend Farms Phase 3.

**8.8.2.5.2.** Parcels 15-043-0096 and 15-043-0097 shall be dedicated at the time of the recording of the plat for Riverbend Farms Phase

4.

**8.8.2.6. Reserved.**

**8.8.2.7. Reserved.**

**8.8.2.8. Reserved.**

**8.8.3. Public Park Open Space Improvements.** Master Developer agrees, unless specified in this Agreement otherwise, that the Public Park Open Space acreage shall be developed as an improved park.

**8.8.3.1. Reserved.**

**8.8.3.2. Reserved.**

**8.8.3.3. Reserved.**

**8.8.3.4. Reserved.**

**8.8.3.5. Weber Riverbank Stabilization.** Prior to approval of any subdivision plat within the Project, Master Developer shall submit a riverbank stabilization plan prepared by a qualified professional engineer addressing existing erosion, undermining, and bank instability along the Weber River adjacent to the Public Park Open Space Parcels, including the outside bends of the river. The plan shall identify necessary corrective measures, including removal and replacement of existing concrete riprap, installation of appropriately sized bank stabilization materials, and removal of sediment deposits where necessary. All improvements shall be subject to County Engineer approval and any required state or federal permits. Master Developer shall complete the approved improvements, or provide financial guarantees acceptable to the County, prior to recording any subdivision plat within the Project.

**8.9. Pathways and Trailheads.** Master Developer agrees to help the County reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (**Exhibit C – Concept Plan**) and as otherwise specified as follows.

**8.9.1. Pathway Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Exhibit F – Non-Street-Adjacent Pathway Cross Section**).

**8.9.2. Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.

**8.9.2.1. Reserved.**

**8.9.2.2. Reserved.**

**8.9.2.3. Non-Street Adjacent Pathway Landscaping.** For a pathway that is not adjacent to a street, Master Developer shall place three-inch-plus rock, four-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, at Master Developer's option, Master

Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

**8.9.2.4. Reserved.**

**8.9.2.5. Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:

**8.9.2.5.1.** Raised Crosswalk. The raised crossing shall be a ramped speed table with a minimum 10-foot wide zebra-style crosswalk on the table top. It shall be designed in a manner that eliminates the need for ADA ramp transitions from sidewalk or pathway to the street. The speed table shall be constructed of concrete and shall have six-foot ramps or greater if required by the County Engineer. The height of the speed table shall be level with the top back of curb, but never higher than 4 inches over the grade of the street's crown. The top of the speed table shall be at least ten-feet wide. Crosswalk and speed table notification signage shall be posted in advance of a speed table.

**8.9.2.5.2.** Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor, and shall provide a turning radius that is satisfactory to the local Fire Authority.

**8.9.3. Reserved.**

**8.10. Reserved.**

**8.11. Site Development Standards.** The site development standards for the Project are as specified in the R1-15 zone except as modified as follows:

**8.11.1. Setbacks**. The minimum setbacks shall be in accordance with the following.

**8.11.1.1.** Front Yard Setbacks: 15 feet, but no street-facing garage door shall be setback less than 20 feet.

**8.11.1.2.** Side yard setback: 5 feet.

**8.11.1.3.** Side yard setback, corner lot: 10 feet.

**8.11.1.4.** Rear yard setback: 15 feet.

**8.11.2. Garages.** The Code's requirements pertaining to front-facing or street-facing garage doors are not applicable to this development.

**8.11.3. Lots.**

**8.11.3.1.** Minimum lot size: 4000 sq/ft

**8.11.3.2.** Minimum lot width: 40 feet.

**8.11.3.3.** Lots are excluded from any requirements regarding maximum lot coverage.

**8.11.3.4.** Lots are excluded from any requirement regarding minimum lot depth.

**8.11.3.5.** Developer to specify front, side, and rear of lot on site plan on building permit.

**8.12. Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with building design standards adopted as of the Effective Date of this Agreement, excepting any standards that differ from the standards and designs expressly set forth in this Agreement or its Exhibits, including excepting restrictions on the percentage or amount of the building façade that can be occupied by garage space.

**8.13. Proportionate Share of Offsite Improvements.** Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects. Proportionate share shall include any proportionate share not previously given for Riverbend Farms Phases 1, 1a, and 2, even though they are not a part of this Agreement.

## 9. Amendments, Modifications, 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 Master 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. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**9.2.1. Contents.** Modification Applications shall:

**9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.

**9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

**9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

**9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

**9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

**9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

**9.2.3. Planning Commission Review of Modification Applications.**

**9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

**9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

**9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

**9.3. Project Facility Repair, Maintenance, and Replacement.** Master 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.

**9.4. 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.

**9.4.1.** 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 Division Director.

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

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

## 10. Miscellaneous Provisions.

**10.1. Reserved.**

**10.2. Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement.

**10.3. Financial Guarantee for Parkstrip Landscaping.** County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of **Section 106-4-3** of the Code, except for and in accordance with the following:

**10.3.1. "Landscape unit."** For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.

**10.3.2. Completion and inspection**. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.

**10.3.3. Release of Financial Guarantee.** Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in **Section 10.3.2**. No release shall be authorized:

**10.3.3.1.** Unless all required living material is clearly in good health as verified by County staff or, at the discretion of Master Developer, a certified arborist or similarly qualified professional; and

**10.3.3.2.** During annual dormancy, unless good health is first verified by a certified arborist or similarly qualified professional.

**10.3.4. Cost Estimate.** Master Developer shall ensure any required improvement cost estimate accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.

**10.3.5.** .

**10.4. Reserved.**

**10.5. Reserved.**

**10.6. Future Taxes, Services, and Districts.**

**10.6.1. District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

**10.6.2. Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

**10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed

is void.

**10.7. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

**10.8. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

**10.9. Provision of Services.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the West Weber area of the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the West Weber area of the County.

## 11. General Provisions.

**11.1. Reserved.**

**11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

**11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

**11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.

**11.4.1. Partial Assignment.** If any proposed assignment is for less than all of Master 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 approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

**11.4.2. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject

to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

**11.4.3. Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

**11.4.4. Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.

**11.4.4.1.** All necessary contact information for the proposed Assignee.

**11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

**11.4.4.3.** A verbatim transcription of this **Section 11.4**. "Assignability," or future amendment thereof, if applicable.

**11.4.5. Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.

**11.4.5.1.** If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

**11.4.5.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

**11.4.5.3.** If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

**11.4.6. Assignee Bound by this Agreement.** An Assignee shall be bound by the assigned terms and conditions of this Agreement.

**11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**11.6. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

**11.7. Severability.** If any provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid for any reason, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of County and Master Developer in accordance with this Agreement.

**11.8. Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be Lacy Richards. The parties may change their designated representatives by Notice.

**11.9. Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

**11.10. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

**11.11. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

**11.12. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

**11.13. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

**11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

**11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

**11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

**11.17. Reserved.**

**11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

**11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

**11.20. Reserved.**

## 12. Notices.

**12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

**12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this Section.

---

**If to the County:**

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

**With copies to:**

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

---

**If to Master Developer:**

Nilson Homes
Attn: Lacy Richards or Mike Flood
1740 Combe Rd. Ste. 2
Ogden, UT 84403

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**12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

**12.3.1. Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

**12.3.2. Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

12.3.3. **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

## 13. Default and Remedies.

**13.1. Notice of Default.** If Master Developer, Subdeveloper, or the County 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.

13.1.1. **Contents of the Notice of Default.** The Notice of Default shall:

**13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;

**13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

**13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and

**13.1.1.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default, which shall be of no less than sixty (60) days duration.

**13.2. Dispute Resolution Process.**

13.2.1. **Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.2.2. **Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

13.2.3. **Immediate Action.** Nothing in this **Section 13.2** delays or prevents the county from taking an action it reasonably determines is necessary to address an emergency or imminent threat to public health or safety; enforce the Code; draw upon security; withhold or suspend an approval; seek temporary, preliminary, or permanent injunctive relief; or prevent or correct damage to public property or infrastructure.

**13.3. Remedies.** If **the Default is not resolved through the dispute-resolution process provided in Section 13.2, the following remedies are available**:

13.3.1. **Code Enforcement.** The Master Developer's failure to comply with this Agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof.

13.3.2. **Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages; provided, however, that this limitation does not prohibit County from enforcing any payment or financial responsibility expressly imposed by this Agreement or recovering the reasonable cost of performing or causing performance of an unperformed obligation for which Master Developer is responsible under this Agreement. County may enforce an obligation under this Agreement against Master Developer or a Subdeveloper or both and without first proceeding against any other person, entity, or property. Direct enforcement against a Subdeveloper, or with respect to the Property, does not relieve Master Developer of responsibilities for the Default.

13.3.3. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.3.4. **Withholding Further Development Approvals.** The right to withhold any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of all or any portion of the Project in the case of a Default by Master Developer until the Default has been cured. Continued compliance with this Agreement is a condition of exercising the rights and benefits it provides, and no person or entity has an unconditional right under this Agreement to further review, approval, permitting, or development while such Default remains uncured. County may allow any review, approval, license, permit, or development that County determines is necessary or useful to cure the Default or protect life, health, safety, property, or public funds.

13.3.5. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide evidence that it is pursuing a cure with reasonable diligence.

13.3.6. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13.4.** **Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

## 14. Entire Agreement.

This Agreement, together with all exhibits hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

## 15. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

## 16. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF,** the Parties, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

## SIGNATURES

**"County"**
**Weber County, a body corporate and politic of the State of Utah**

Signed by: _____ on: _____
*Commission Chair* *Signature Date*

Commission Approval Date:_____
*Approval Date*
*(as defined in this Agreement)*

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**"Master Developer"**

_____

By: _____

Print Name: _____

Title: _____

**DATE:** _____

**Master Developer Acknowledgment**

State of Utah )

)ss.

County of Davis )

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the_____of_____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

_____ _____

My Commission Expires: Notary Public, residing in

**Exhibit A – Property Legal Description**

*(Need from Applicant – Verify with GIS)*

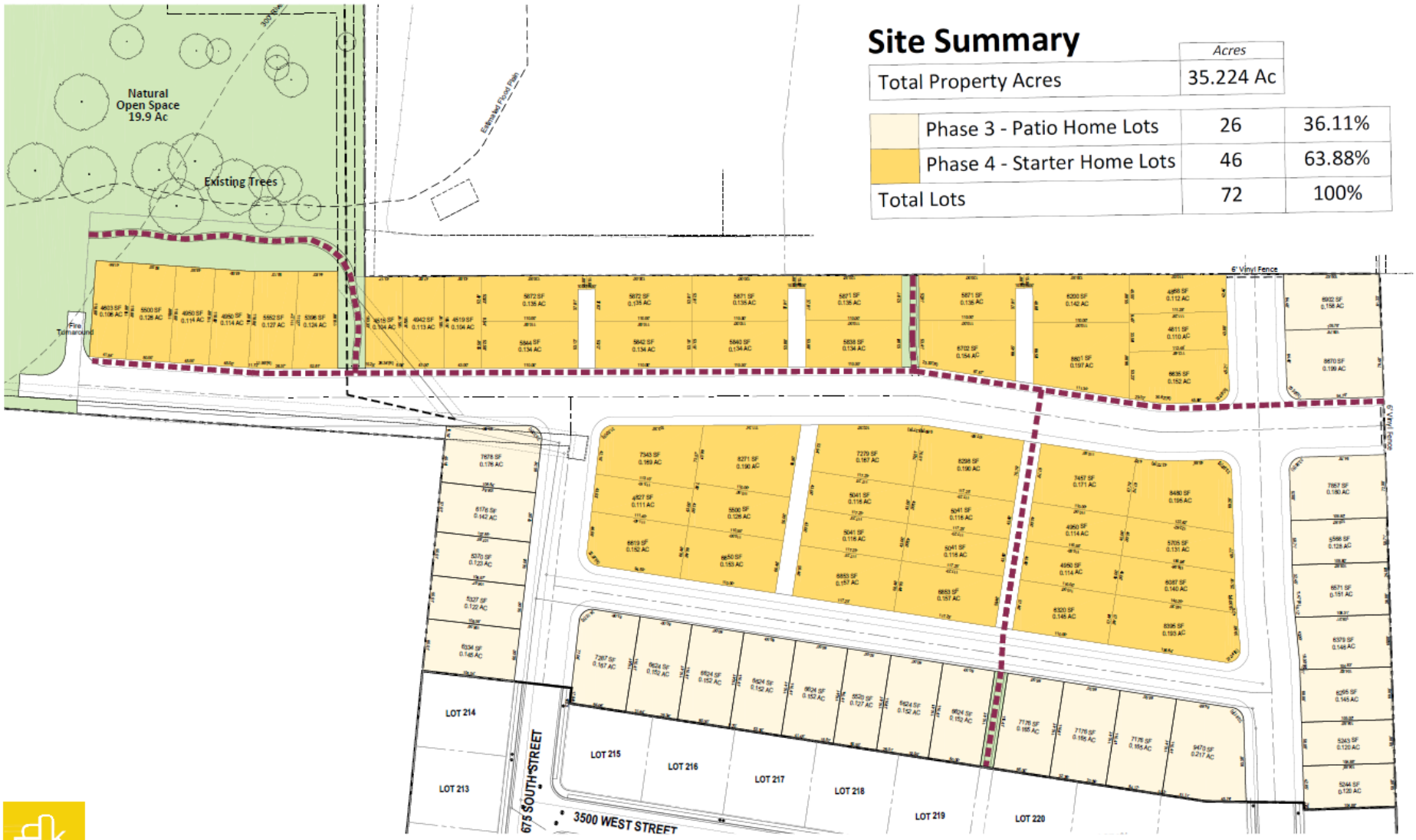
**Exhibit B – Property Graphic Depiction**

*Insert aerial imagery with border around Property.*

**Exhibit C – Concept Plan**

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the County, regardless of how it may affect the Project.

*See next pages.*




## Site Summary

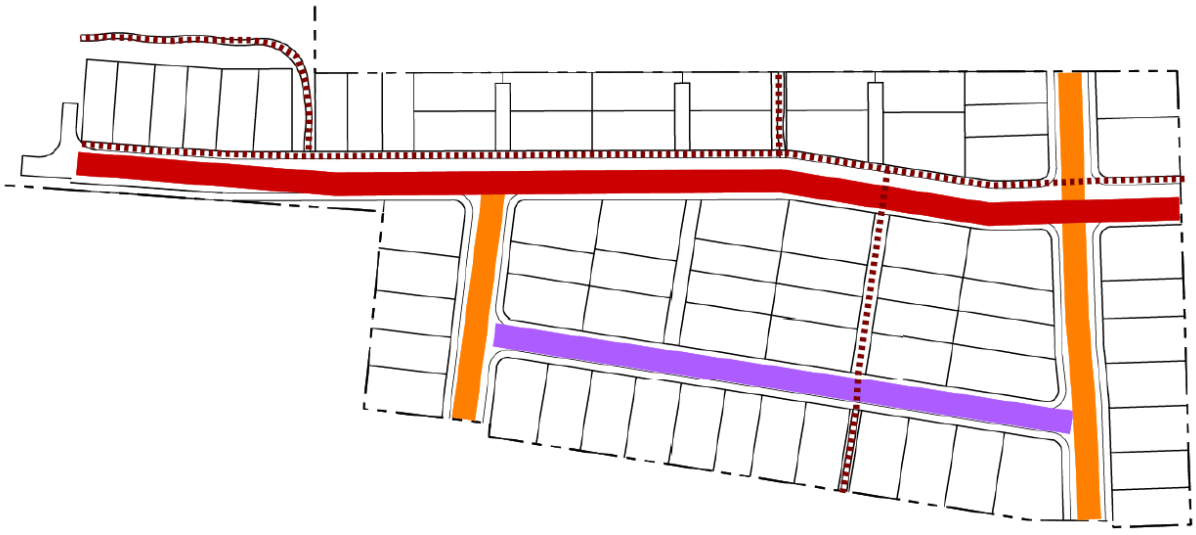
| | | Acres | |
|---|---|---|---|
| Total Property Acres | | 35.224 Ac | |
| | Phase 3 - Patio Home Lots | 26 | 36.11% |
| | Phase 4 - Starter Home Lots | 46 | 63.88% |
| Total Lots | | 72 | 100% |

Think
Architecture

August 24, 2026

# Concept Plan

Riverbend, Weber County, Utah



A-1 - MINOR RESIDENTIAL

A-2 - MINOR RESIDENTIAL

B - MAJOR RESIDENTIAL

10' WIDE PATHWAY (See Exhibits E and F)

# Typical Lot Setbacks

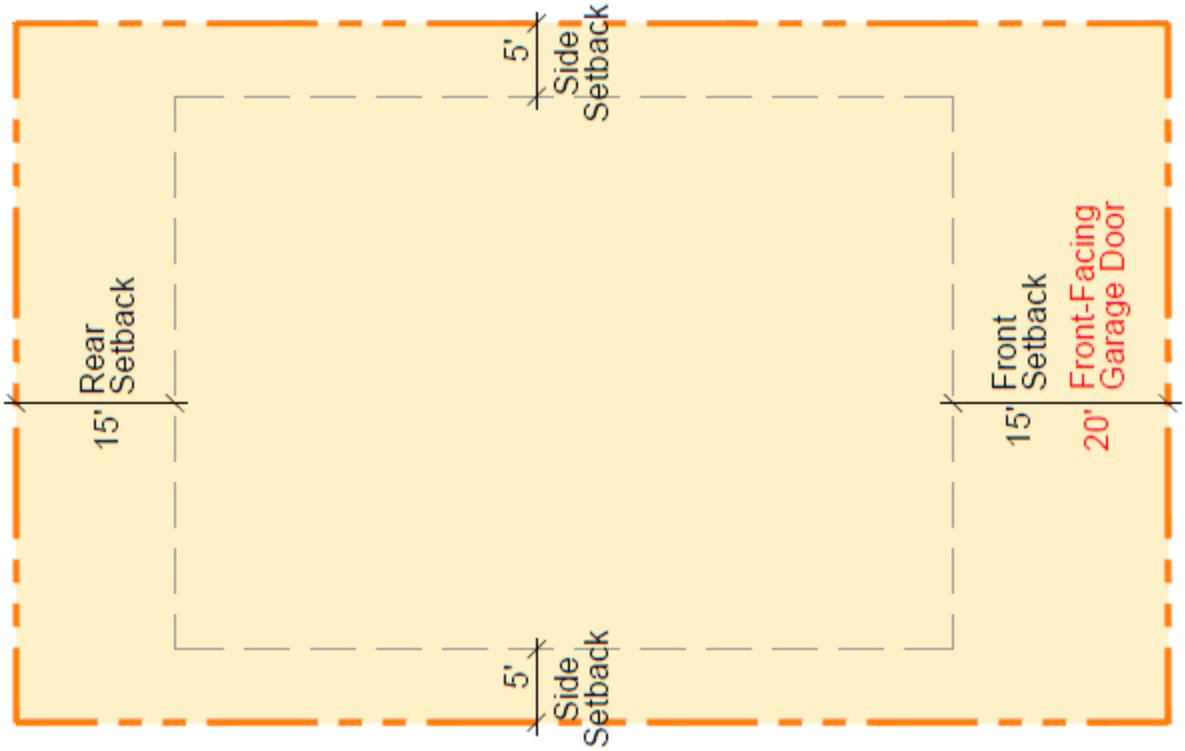


**Exhibit D – Associated Rezone Area**

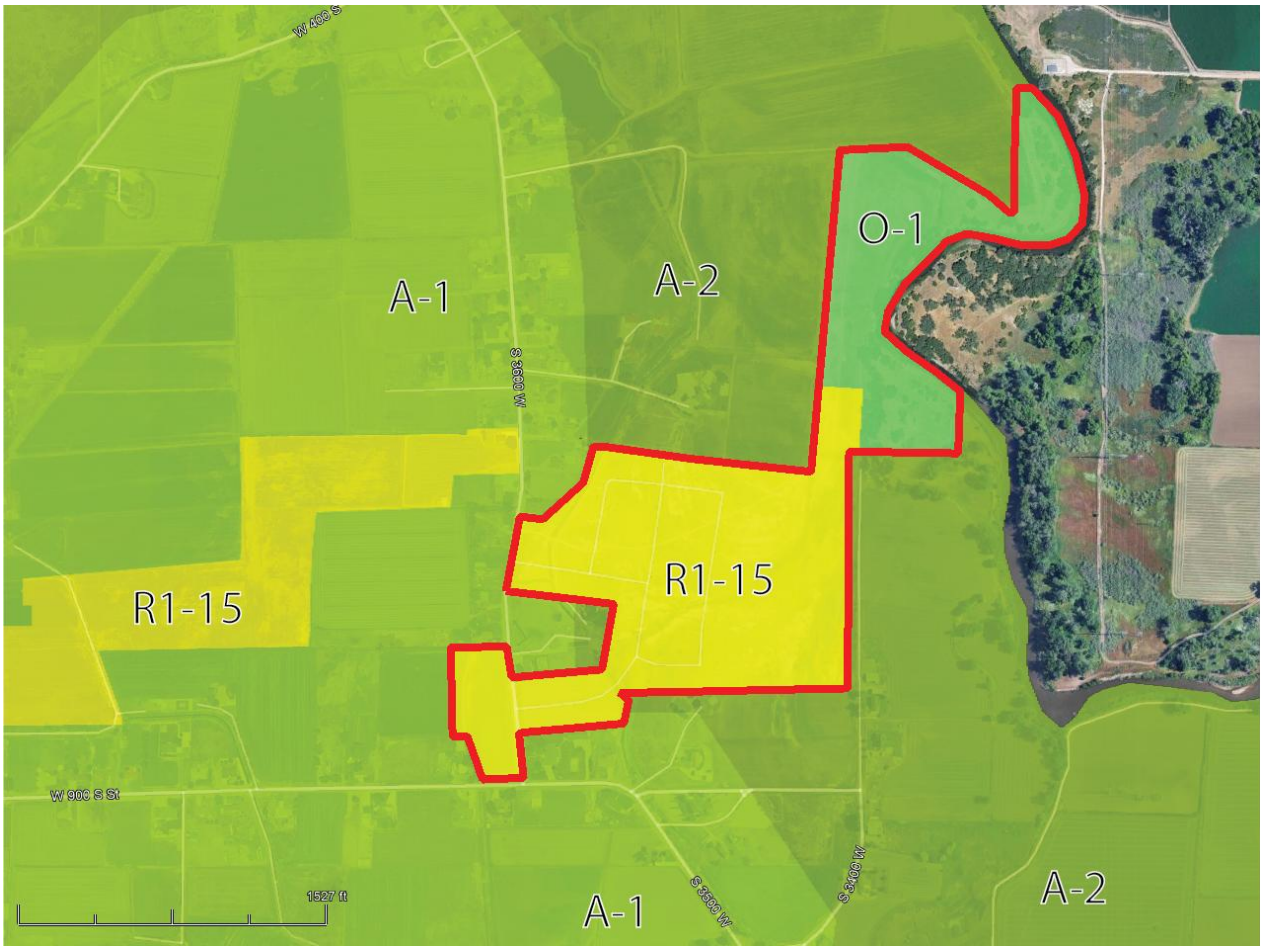
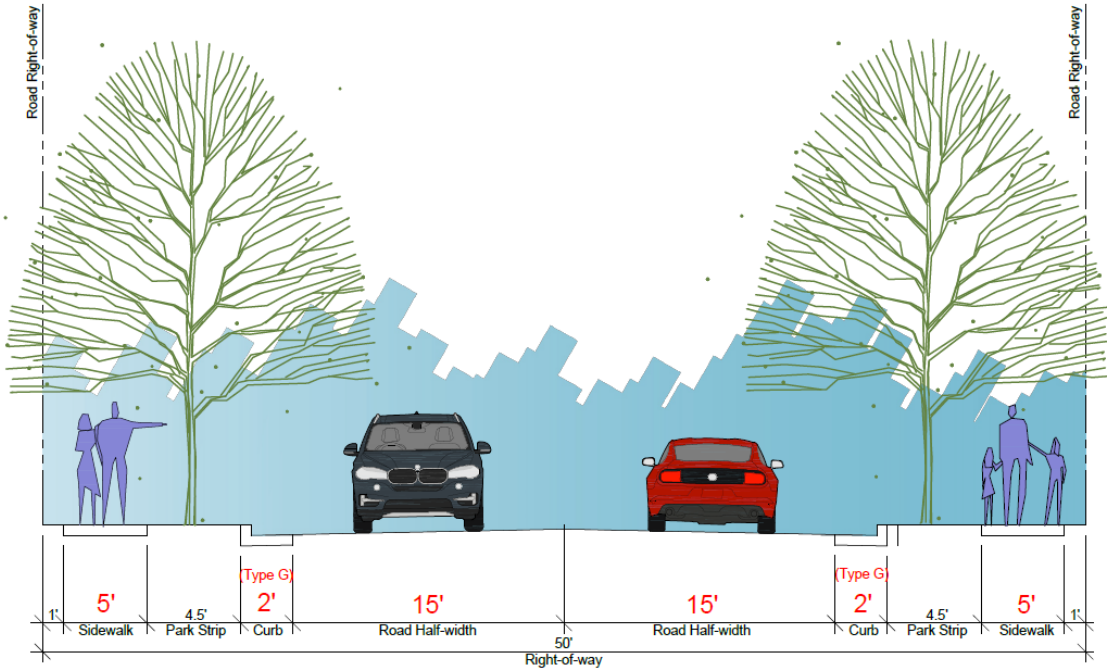


**Exhibit E – Street Cross Sections**

*Notes:*

*Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.*

**Minor Residential Streets shall be labeled with an "A-1" on the Concept Plan.**




**Minor Street**

55' Right-of-way Width

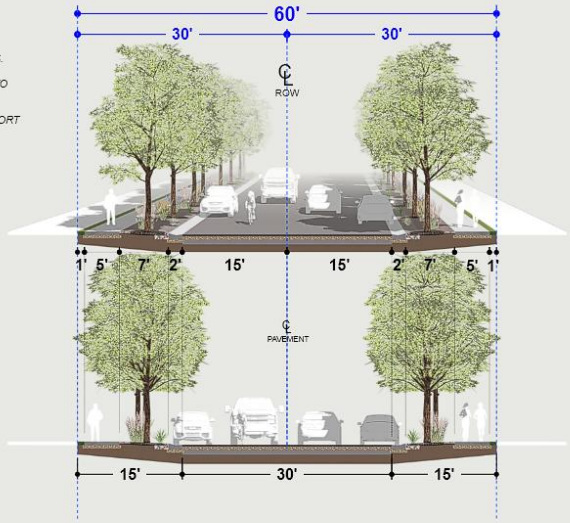
**Minor Residential Streets shall be labeled with an "A-2" on the Concept Plan.**

**MINOR RESIDENTIAL**
VEHICLE LANES: 2 (UNMARKED)
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET (UNMARKED)

*CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH*

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *DOES NOT PROVIDE SIGNIFICANT CONNECTIONS THROUGH NEIGHBORHOOD OR TO COLLECTOR OR ARTERIAL STREETS.*

***NOTE:** ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.*



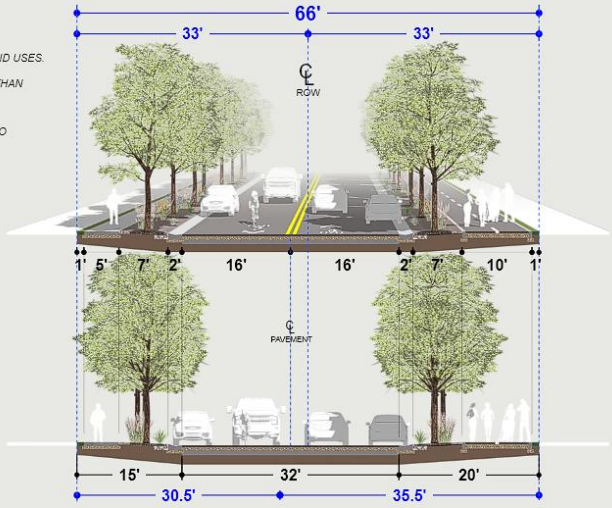

**Major Residential Streets shall be labeled with a "B" on the Concept Plan.**

**MAJOR RESIDENTIAL**
VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET LANE SHARROW

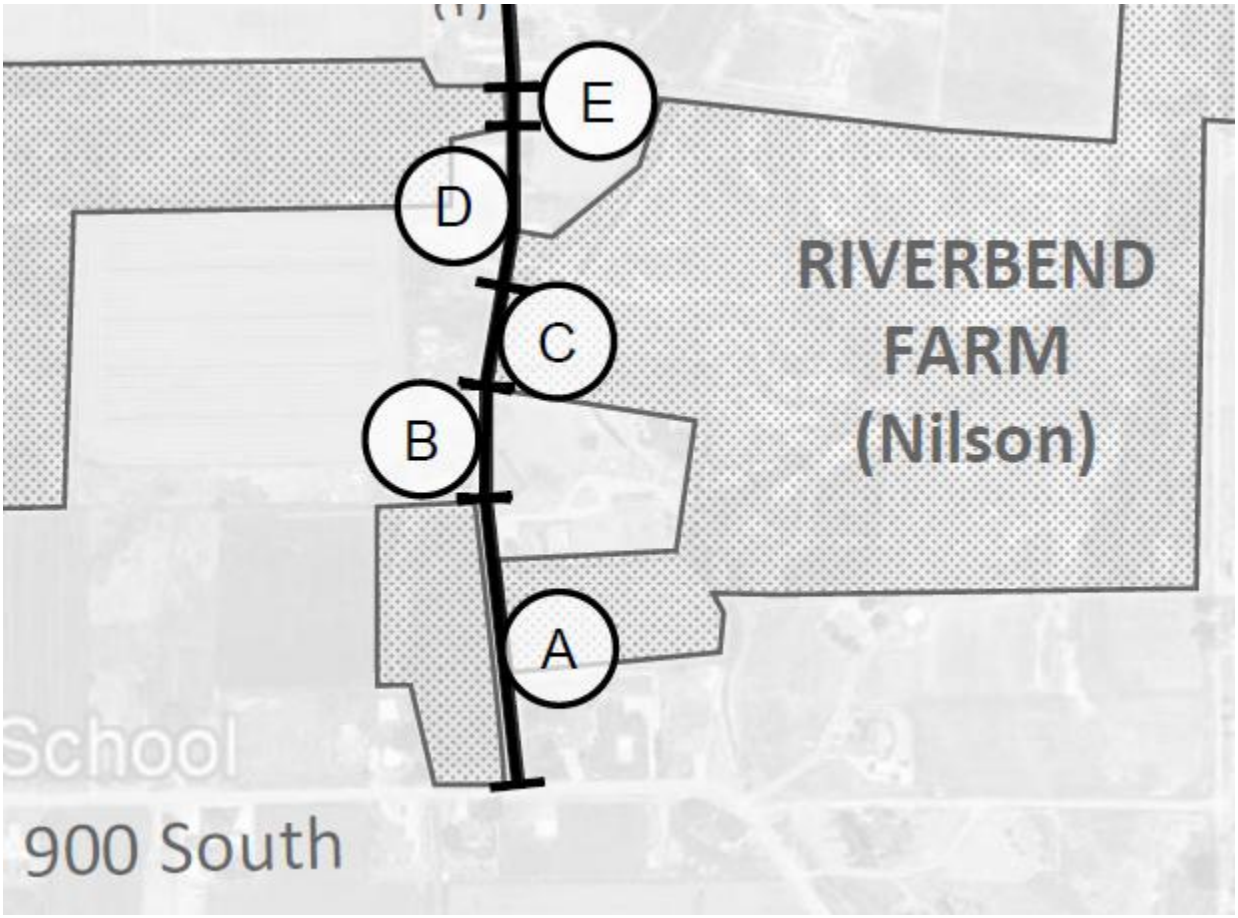
*CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS*

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *GENERALLY PROVIDES CONTINUOUS ROUTE, THAT IS USUALLY GREATER THAN 1,300 FEET, THROUGH NEIGHBORHOOD; OR CONNECTS A COLLECTOR OR ARTERIAL STREET TO OTHER RESIDENTIAL STREETS.*

***NOTE:** ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.*



**3600 West – See Section** Error! Reference source not found.**.**



## Exhibit F – Non-Street-Adjacent Pathway Cross Section

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for an alternative right of way width standard. If the alternative is used, Master Developer shall install the specified fence as a subdivision improvement.



**Exhibit G – Reserved.**

**Exhibit H – Public Parkstrip Landscaping**

Lacy to insert standardized schematic here.

## Exhibit I – Reserved

## Exhibit J – Reserved

## Exhibit K – Fallback Land Use Provisions

**Applicability.** These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

### 1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

### 2. Reserved

### 3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

#### 3.1 Accessory Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Accessory building, accessory and incidental to the use of a main building. | P | |
| Accessory dwelling unit. | P | See Chapter 108-19. |
| Accessory use, accessory and incidental to the main use. | P | |
| Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation. | P | See Section 4.1 below. 5-acre use. |
| Custom exempt meat cutting, accessory to a residential use. | N | |
| Family food production, accessory to a residential use. | P | See Section 4.5 below. |
| Home occupation, accessory to a residential use. | P | See Chapter 108-13. |
| Household pets, accessory to a residential use. | P | |
| Main building, designed or used to accommodate the main use. | P | |
| Parking lot, accessory to a main use allowed under these provisions. | P | |
| Parking of large vehicle, accessory to residential use. | C | See Section 4.7 below. 5-acre use. |
| Parking of construction vehicle. | C | See Section 4.6 below. 5-acre use. |
| Sugar beet loading or collection station. | P | |
| Sugar beet dump site. | P | |
| Temporary building or use, accessory and incidental to onsite construction work. | P | See Section 4.8 below. |

#### 3.2 Agricultural Uses, Non-Animal

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agriculture. | P | |
| Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation. | P | |
| Agricultural experiment station. | P | |
| Aquaculture. | P | |

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Fruit and vegetable storage and packing plant, for produce grown on premises. | N | |
| Grain storage elevator. | N | |
| Greenhouse and nursery. Sales are limited to plants produced on the premises. | P | |
| Laboratory facility, for agricultural products and soils testing. | N | |
| Manure spreading, drying and sales. | N | |

### 3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Animal grazing, as defined in Section 101-2. | P | See Section 4.2 below. 5-acre use. |
| Animal feeding operation, as defined in Section 101-2. | N | |
| Animal feeding operation, large concentrated, as defined in Section 101-2. | N | |
| Apiary. | P | |
| Aquaculture, animal related. | P | |
| Aviary. | P | |
| Chinchilla raising. | N | |
| Corral, stable or building for keeping animals or fowl. | P | See Section 4.3 below. |
| Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm. | N | 5-acre use. |
| Dairy or creamery. | N | |
| Dog breeding, dog kennels, or dog training school. | N | See Section 4.4 below. 2-acre use. |
| Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses. | P | |
| Slaughterhouse. | N | |
| Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel. | N | 5-acre use. |
| Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time. | N | |

### 3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Agri-tourism. | C | See Chapter 108-21. |
| Airport. | N | |
| Campground and picnic area. | C | See Chapter 108-20. |
| Cannabis production establishment, as defined by state code. | N | See Section 108-7-34. |
| Child day care. | N | |
| Circus or transient amusement. | N | |
| Equestrian training and stable facilities. No more than ten horses per acre of land used for horses. | C | 5-acre use. |
| Golf course, except miniature golf course. | P | |
| Golf driving range. | N | |
| Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod. | N | |
| Gun club. | N | 5-acre use. |
| Horse racing and training track, cutter racing track, including indoor concessions as an accessory use. | N | |
| Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc. | N | |
| Stables. | N | |
| Skeet shooting range. | N | 5-acre use. |
| Turf horse jumping course. | N | |
| Veterinary Facility. | N | |

### 3.5 Institutional Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Campground and picnic area. | C | See Chapter 108-20. |
| Cemetery. | P | |
| Convalescent or rest home. | N | |
| Correctional institution. | N | |
| Church, synagogue or similar building used for regular religious worship. | P | |
| Dog pound. | N | |
| Equestrian training and stable facilities, noncommercial. No more than five horses per acre. | N | |
| Hospital. | N | |
| Private park, playground or recreation area. No privately owned commercial amusement business. | P | |
| Public building. | P | |
| Public park, recreation grounds and associated buildings. | P | |
| Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools. | P | |
| Public storage facilities developed by a public agency. | C | See Chapter 108-10. |
| Sanitarium. | N | |
| School bus parking, provided the vehicle is parked at least 30 feet from a public street. | C | |

### 3.6 Residential Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Residential facility for elderly persons. | P | See Section 108-7-15. |
| Residential facility for handicapped persons. | P | See Section 108-7-13. |
| Residential facility for troubled youth. | C | See Section 108-7-14. |
| Single-family dwelling. | P | |
| Two-family dwelling. | N | |

### 3.7 Utility Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Public utility substations. | C | See Title 108, Chapter 10. |
| Radio or television station or tower. | C | See Title 108, Chapter 10. |
| Wastewater treatment or disposal facilities. | N | See Title 108, Chapter 10. |
| Small wind energy system. | N | See Section 108-7-24. |

### 3.8 Other Uses

| USE | STATUS | SPECIAL REGULATIONS |
|---|---|---|
| Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance. | N | |

## 4. Special Regulations

### 4.1 Agricultural Produce Sales, Onsite

1. "Onsite" means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.
4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.
5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

**4.2 Animal Grazing**

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

**4.3 Corral, Stable or Building for Keeping Animals or Fowl**

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

**4.4 Dog Breeding, Dog Kennels, or Dog Training School**

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

**4.5 Family Food Production**

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

**4.6 Parking of Construction Vehicle**

2. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee.
3. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

**4.7 Parking of Large Vehicle**

4. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

**4.8 Temporary Building or Use**

5. The building or use shall be removed upon completion or abandonment of the construction work.

## 5. Site Development Standards

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum lot area - dwelling | 40,000 square feet | |
| Minimum lot area - other main building or use | 2 acres | |
| Minimum lot area - 2-acre use | 2 acres | |
| Minimum lot area - 5-acre use | 5 acres | |
| Public utility substation | See Section 108-10-2 | |
| Minimum lot width and street frontage | 150 feet | |
| Minimum lot width and street frontage for 2- and 5-acre use | 300 feet | |
| Minimum front setback - all buildings | 30 feet | See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet. |
| Minimum side setback - dwelling | 10 feet; total width of both side setbacks not less than 24 feet | See Section 108-7-10. Cluster-subdivision exception: 5 feet. |
| Minimum side setback - other main building | 20 feet | See Section 108-7-10. |
| Minimum street-side setback - corner lot | 20 feet | See Section 108-7-10. |
| Minimum side setback - accessory building | 10 feet; 1 foot if at least 6 feet to rear of main building | See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies. |

| STANDARD | REQUIREMENT | SPECIAL REGULATIONS |
|---|---|---|
| Minimum rear setback - main building | 30 feet | See Section 108-7-10. Cluster-subdivision exception: 20 feet. |
| Minimum rear setback - accessory building | 1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot | See Section 108-7-10. Cluster-subdivision exception applies. |
| Minimum building height - main building | 1 story | |
| Maximum building height - main building | 35 feet | |
| Maximum building height - accessory building | 25 feet | See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials. |