

OGDEN VALLEY PLANNING COMMISSION

MEETING AGENDA

September 27, 2022

Pre-Meeting 4:30/Regular Meeting 5:00

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

1. Minutes: June 21, 2022

2. Training-Making Motions: Courtlan Erickson

Petitions, Applications, and Public Hearings:

3 Administrative Items:

3.1 CUP2022-11 Consideration and action on a conditional use permit application for a U-pick pumpkin patch and farm gathering agri-tourism operation. **Planner: Felix Lleverino.**

3.2 CUP 2022-13: Consideration and action on a conditional use permit application for a short term rental proposed at 4877 E 3475 N, Eden **Planner: Steven Burton**

3.3 UVM080922 – Request for preliminary approval for Mountainside PRUD Phase 2 subdivision. This is a 10-lot subdivision in the Bridges PRUD, located in the RE-15 zone, at approximately 4554 North Seven Bridges Road, Eden, UT, 84310. **Planner: Tammy Aydelotte**

3.4 UVP080922 - Request for preliminary approval for Parkside PRUD Phase 3 subdivision. This is a 16-lot subdivision in the Bridges PRUD, located in the RE-15 zone, at approximately 4843 Howe Drive, Eden, UT, 84310. **Planner: Tammy Aydelotte**

3.5 UVG080922 - Request for preliminary approval for The Grove Cabins PRUD Phase 1 subdivision. This is a 22-lot subdivision in the Bridges PRUD, located in the RE-15 zone, at approximately 4553 North Seven Bridges Road, Eden, UT, 84310. **Planner: Tammy Aydelotte**

Petitions, Applications, and Public Hearings:

4 Legislative Items

3.1 ZDA 2022-02: A public hearing to consider a request for a recommendation to the County Commission regarding an amended development agreement to allow the transfer of development rights from the CW Basin property at Old Snowbasin Road and Highway 39 to other properties in the Ogden Valley. Applicant is CW the Basin. **Planner: Steven Burton**

5 Public Comment for Items not on the Agenda:

6 Remarks from Planning Commissioners:

7 Planning Director Report:

8 Remarks from Legal Counsel:

Adjourn to Work Session:

9 WS1 ZMA 2022-01: Rezoning properties near 2720 N 5100 E (Cobabe Ranch) to the Master Planned Development Overlay Zone. Applicant is John Lewis. **Planner: Steven Burton**

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

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 will 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.

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

& Via Zoom Video Conferencing at <https://us02web.zoom.us/j/84958646850> Meeting ID: 849 5864 6850

A Pre-Meeting will be held at 4:30 p.m. The agenda for the pre-meeting consists of discussion of the same items listed above, on the agenda for the meeting. No decisions are made in the pre-meeting, but it is an open public meeting.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8761

Minutes of the Work Session of the Ogden Valley Planning Commission for June 21, 2022. To join the meeting, please navigate to the following weblink at, <https://us02web.zoom.us/j/85287811569>, the time of the meeting, commencing at 5:00 p.m.

Ogden Valley Planning Commissioners Present: Trevor Shuman, Chair; Shanna Francis, Vice Chair, Jeff Burton, Jared Montgomery.

Absent/Excused: Commissioner Dayson Johnson and Justin Torman

Staff Present: Charlie Ewert, Principal Planner; Scott Perkes, Planner; Courtlan Erickson, Legal Counsel; Marta Borchert, Office Specialist.

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

Planning Director Grover commented on the passing of Commissioner Howell; he extended condolences to Commissioner Howell's family and indicated there will be a recognition item included on the next business meeting agenda to provide a plaque to Commissioner Howell's family.

Chair Shuman conducted roll call and indicated Commissioners Johnson and Torman were excused.

Chair Shuman then noted that there was an issue with the noticing of both the administrative and legislative items included on tonight's agenda; staff caught the noticing error and corrected it within 24 hours of tonight's meeting but felt that it would be most appropriate and transparent to delay the items to provide for more thorough noticing of the applications for public view. The items will be heard during the July 26 business meeting.

1. Approval of Minutes for April 26, 2022.

Chair Shuman announced there have been no corrections or suggested edits to the meeting minutes and he declared them approved as presented.

Petitions, Applications, and Public Hearings:

2. Administrative items:

2.1 File No. UVO111221, Request for preliminary approval of Osprey Ranch Subdivision Phase 1, consisting of 31 lots and two open-space parcels. Presenter: Tammy Aydelotte

This item was continued to July 26, 2022.

Petitions, Applications, and Public Hearings:

3. Legislative items:

3.1 ZDA 2022-01, public hearing to consider and take action on a request for an amendment to the Powder Mountain Development Agreement. Applicant Anne Winston. Presenter: Steve Burton.

This item was continued to July 26, 2022.

6. Planning Director Report.

Mr. Grover discussed efforts to improve the audio of meetings for those participating electronically. He then introduced the County's Code Enforcement Officer, Iris Hennon, and noted she has been invited to the meeting to discuss current efforts to address unlicensed short-term rental properties in the Valley.

Ms. Hennon stated that enforcement action is typically complaint driven; when she receives a complaint from someone about an illegal short-term rental, she visits the property to investigate, and researches records regarding property ownership. She summarized the noticing procedure she follows to notice a property owner about potential code enforcement action. It is important that the County be able to prove illegal operation of a short-term rental in order for code enforcement action and legal

action to be pursued. She indicated that many property owners have discovered loopholes in the law that has allowed them to continue to operate their short-term rental and this had made her job very difficult, but she will continue to respond to complaints and notify property owners of any illegal use of their property. She stated she sympathizes with property owners who occupy their property and are being negatively impacted by others using their property for nightly rentals.

Chair Shuman thanked Ms. Hennon for her efforts and for the information provided to the Commission. Vice Chair Francis asked Ms. Hennon if she notifies the County Assessor/Treasurer when a property is being used for business purposes or as a second home for tax purposes. Ms. Hennon answered yes and indicated that the County Assessor also sends notices to the property owner regarding the tax implications of using their home for short-term rentals.

Commissioner Burton inquired as to the fine for using a property as a short-term rental. Ms. Hennon answered \$100 per day. Commissioner Burton asked what happens if the owner refuses to pay the fine and the matter is taken to court. Ms. Hennon stated that once the matter is taken to court, it is considered to be a Class B misdemeanor and the court will consider a commensurate fine and eliminate the County's code enforcement fines.

Mr. Grover indicated the County is pursuing an arrangement with a third-party company that can assist with enforcement, which will help Ms. Hennon with her responsibilities and will make it easier for the County to respond to complaints from residents. This is the cause of most of the frustration about short term rentals and Planning staff is very understanding of that situation.

Commissioner Burton stated there is some confusion about a provision in State law that prohibits reliance upon an online advertisement of a short-term rental as proof as the illegal operation. Ms. Hennon stated that she cannot patrol online short-term rental listings, but if a resident provides her with proof of a listing, she can use that in her enforcement action. Legal Counsel Erickson clarified there is nothing that prohibits the County from looking for a property listing to initiate a code enforcement action, but the County cannot include a provision in its land use ordinance that prohibits listing a short-term rental on a short-term rental listing website. If all the County has is proof of the listing, that is not sufficient to take action; it can be used to initiate an investigation to gather other evidence, but it cannot serve as the sole piece of evidence.

There was high level discussion among the Commission and staff regarding potential future consideration of code adjustments regarding short term rentals; there was also discussion about code enforcement actions that have taken place to date.

4. Public comment for items not on the agenda.

Valerie Fowler addressed the discussion regarding short term rentals, and she asked about the timing of hiring with a third-party enforcement company.

Mr. Grover stated that the County Commission asked that Planning staff obtain costs for working with a third-party enforcement company and they indicated they were not willing to take action on that matter until the Western Weber County General Plan project is completed.

Ms. Fowler stated that it has been over a year since the Commission laid out a plan for proceeding with obtaining bids and selecting a third-party enforcement company by this June. She appreciates the time it takes to handle those types of projects, but she is pleading on behalf of the Ogden Valley residents that the Commission be forthcoming regarding timeline changes. When the project was paused, it seemed all communication with the community was also paused. She stated this is very important to those with a vested interest and she asked for proactive information from the County. Mr. Grover stated that he understands the concerns of the community; many projects have taken longer than expected and due to staffing levels and the amount of time it has taken to develop the Western Weber General Plan, it has not been possible to complete the third-part code enforcement RFP.

Chair Shuman thanked Mr. Grover for his comments and Ms. Fowler for her input. He stated he is hopeful the RFP can be published in August and that a contractor can be selected shortly after that. Mr. Grover stated he is hesitant to communicate a timeline as schedules for many projects continue to shift. He stated he understands the importance of the project and will work on it as soon as possible.

Commissioner Burton inquired as to the number of active short term rental licenses in the Ogden Valley, to which Ms. Hennon answered 33.

Jan Fulmer thanked Ms. Hennon for her efforts and acknowledged the difficulty of her job. She added she also is aware of the work performed by the employees in the Assessor's Office and thanked them for their efforts as well. She stated that she and many other residents in the Valley have been waiting for 18 months for the County to address the issue of short-term rentals in the Valley; the Assessor's Office is unable to generate a report that indicates the number of dwelling units in Weber County that are in areas where short term rentals are allowed. They can produce many other types of reports, but not the type of report that would be helpful in this situation. Therefore, residents have created the report and it includes the number of legal dwelling units in Ogden Valley communities that are actively being used for short term rentals and there are more than 1,000 of them. This does not include 'lock out' units, of which there are several. As of the end of March, based upon a Government Records Access and Management Act (GRAMA) request she submitted to the County, there are just 32 licenses in all of Weber County for short term rentals. However, she is aware that the 1,000 plus units are being used for short term rentals as she has spoken with the companies managing them. She also referenced an article that was included in the Ogden Valley News and Standard-Examiner regarding short term rentals; one of the County Commissioners was quoted in the article to indicate that the County's ordinance efforts were not to expand the short-term rental use, but to enforce them. She asked that this be kept in mind as it is highly likely the County will be receiving zone change applications to allow more multi-family units to be built and/or used as short-term rentals. That is clearly an expansion of the short-term use in the Ogden Valley. Ms. Fulmer then discussed transfer of development rights (TDR), which are noted in the Ogden Valley General Plan that was approved in 2016. The plan intends for TDRs to be transfer rights from large parcels of vacant or agricultural land to clustered village areas. This would maintain open space, but still give the owner of the open space monetary value for the development rights. TDRs were not meant to be used to transfer rights from a clustered village area to another clustered village area; the primary objective was to preserve as much open space as possible and ensure sustainable growth in the Valley by observing total buildout projections. Use of TDRs, especially in Ogden Valley, has already been eroded; after the General Plan was accepted, the concept of bonus development units for developers was added to the Plan behind closed doors by the Weber County Commissioners in 2019 without absolutely no input from the community. Granting bonus density can easily exceed the total buildout projections of the Valley. This needs to be monitored as carefully as possible given drought conditions and lack of natural resources.

Karen Bartholomew stated she lives in the Elkhorn HOA, which does not allow short term rentals based upon its zoning designation. It also does not have PRUD approval. However, the use is being operated in her neighborhood and she relayed her personal experience with the use, which has been very negatively impactful to her and her neighbors. On-street parking and accessory vehicles parked on other property properties, visitors driving ATVs and motorcycles in the road and in side yards of other properties, menacing tenants, and public urination in one case. These people should not be there according to the rules for her neighborhood, but one particular property has been regularly used as a business.

Commissioner Burton asked Ms. Fulmer for clarification on the list of properties she provided; he asked if it is correct that those are properties in which short term rentals would be allowed. Ms. Fulmer answered yes and indicated she has provided that information to communicate that there are already plenty of places where short term rentals could be legally operated; some developments have on-site management companies for that purpose, but other property owners are independently operating their property as a short-term rental use because they can do so using online management tools.

There was brief discussion among the Commission and Planning staff regarding the process a property owner must follow to secure a license to operate a short-term rental. There was also a brief focus on the revenue being lost by the County due to illegal operation of a short-term rental.

Jim Brough stated he was in attendance for one of the agenda items that has been tabled; he asked if those will be heard in July. Chair Shuman answered yes and restated the explanation for the tabling of the items. He stated both agenda items have been postponed to July 26. Mr. Brough stated that it is his understanding that in a past meeting there was some discussion about using roads in his neighborhood to access the Osprey Ranch Subdivision and he communicated that his homeowner's association (HOA) is fine allowing emergency access on their roads, but their roads are privately maintained and should not be opened for general public access. Chair Shuman stated there was discussion about using Big Sky Drive for connectivity, but only at some point in the future when development warrants such use. He stated that at that point, the road could be dedicated to the County and the HOA would no longer be responsible for maintenance of the road. Chair Shuman encouraged Mr. Brough to attend the July 26 meeting to hear the applicant's presentation and to provide input at that time.

5. Remarks from Planning Commissioners.

There were no additional remarks from Planning Commissioners.

7. Remarks from Legal Counsel.

Mr. Erickson had no additional remarks.

W1: Discussion regarding new state requirements for moderate-income housing plans and implementation strategies.

Planner Burton reported on legislation adopted by the Utah Legislature in 2019 aimed at addressing the housing shortage in Utah and increasing the amount of moderate-income housing in the State. Each government entity has been required to update their General Plan to include a moderate-income housing element and submit a yearly report regarding compliance with the State law. He reported on the County's progress to date relative to implementation of the moderate-income housing element of the General Plan, after which he noted in 2022 the State Legislature adopted House Bill (HB) 462 amending housing affordability requirements. The bill modified and expanded moderate-income housing implementation menu items and requires that implementation must include a timeline and specific benchmarks for each chosen strategy. October 1, 2022 is the deadline for updated moderate income housing planning elements and annual reports are also due October 1. Compliance is tied to a government entity's receipt of transportation funding and an additional incentive is included which provides priority consideration for transportation funding. The bill provides three options going forward:

- Option 1: pick or reaffirm three strategies and adopt an implementation timeline for each. (This option meets the base requirement).
- Option 2: Pick new strategies and a corresponding implementation timeline for each. (This meets the base requirements with reaching priority consideration).
- Option 3: Incorporate at least 2 strategies beyond the base requirement and adopt an implementation timeline for each. (This option reaches priority consideration).

The Commission and Planning staff then engaged in high level philosophical discussion regarding the intent of the legislative amendments and the implications of the amendments for different planning areas of the County. The Commission will need to hold a public hearing to consider options for compliance with the law and make a recommendation to the County Commission; the County Commission must take action prior to October 1 in order to comply with the reporting requirement. Mr. Burton asked that the Commission familiarize themselves with the menu options for complying with the legislation in preparation for the next discussion of this matter. The Commission briefly debated the potential effectiveness of some of the menu items for the Ogden Valley area specifically; they also discussed the current amount of moderate to affordable housing stock in the Valley. Mr. Burton stated that staff proposes the Commission hold an additional work session, during which staff will provide their recommendations regarding the menu items to use in the General Plan update. Once those recommendations have been discussed by the Commission, staff will proceed to scheduling a public hearing regarding the matter. The Commission stressed their desire to consider strategies that will actually provide moderate income housing in the Valley. Staff agreed and indicated that it is important to consider strategies that are measurable. Mr. Burton invited the Commission to email him any recommendations regarding the menu items they are most interested in.

W2: Discussion regarding Transferable Development Rights Overlay Zone.

Principal Planner Ewert presented a map to illustrate the total area in the Ogden Valley and he identified areas from which transfer of development rights (TDRs) are most appropriate and reasonable; he also identified areas that are suitable as receiving areas. Vice Chair Francis stated it is important to clearly define the term 'suitable'; many areas near Powder Mountain are not really suitable as a being a receiving area due to watershed and other geological conditions that impact the health, safety, and welfare of the Valley. Chair Shuman stated that suitable is a subjective term and the definition is different from person to person. Vice Chair Francis agreed and indicated that is why she feels it is important for the Planning Commission, and ultimately the County Commission, to consider a clear definition when adopting a TDR overlay zone. The Commission and staff debated the most appropriate receiving areas in the Valley, with Commissioner Burton stressing that government exists to enhance the exercise of individual private property rights – not to restrict or diminish them. He noted that it is his desire to consider this viewpoint when

determining the areas to which development rights can be transferred; if a hazard or condition on a property can be mitigated to allow for responsible development, such development should be allowed. Vice Chairman Francis stated she agrees, so long as government dollars will not be used to respond to problems created by the development. Mr. Ewert concluded that he will utilize the feedback provided the Commission tonight to formulate an updated proposal for review/consideration in a future meeting.

**Meeting Adjourned: The meeting adjourned at 8:14 p.m.
Respectfully Submitted,**

Weber County Planning Commission



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a conditional use permit application for a U-pick pumpkin patch and farm gathering agri-tourism operation.
Agenda Date:	Tuesday, September 27, 2022
Type of Decision:	Administrative
Applicant:	Jamila and Kenny McFarland
Authorized Agent:	Jamila McFarland
File Number:	CUP# 2022-11

Property Information

Approximate Address:	1250 S 9500 E, Huntsville, UT
Project Area:	38.82 Acres
Zoning:	Forest Valley Zone (FV-3)
Existing Land Use:	Agricultural
Proposed Land Use:	Agri-Tourism
Parcel ID:	21-035-0095
Township, Range, Section:	Township 6 North, Range 2 East, Section 16

Adjacent Land Use

North:	Residential	South:	Agricultural
East:	Agricultural	West:	Residential

Staff Information

Report Presenter:	Felix Lleverino flleverino@co.weber.ut.us 801-399-8767
Report Reviewer:	SB

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 14 Forest Valley Zone (FV-3)
- Title 108, Chapter 1 Design Review
- Title 108, Chapter 4 Conditional Uses
- Title 108, Chapter 7 Supplementary and Qualifying Regulations
- Title 108, Chapter 8 Parking and Loading Space, Vehicle Traffic and access Regulations
- Title 108, Chapter 21 Agri-Tourism
- Title 110, Chapter 2 Ogden Valley Signs

Summary and Background

The applicant is requesting approval of a conditional use permit for an Agri-Tourism operation known as “McFarland Family Farms”. The agri-tourism operations will take place within a 30-acre area inside of a 38.82-acre agricultural parcel located on the corner of 1200 S and 9500 East in Huntsville. The property is owned by Huntsville Abbey Farm LLC. An agri-tourism operation of this nature is listed as a conditional use within the Forest Valley 3 zone.

The McFarland Family Farms is preserved under a Monastery Conservation Easement for the “preservation of open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to the owner, the county State of Utah.” The land is currently agriculturally productive yielding an annual crop of heirloom and traditional orange pumpkins, and organic oats. The proposed use will allow the owner to continue utilizing the farm as it has been historically operated and allow for some additional commercial and education opportunities.

Conditional use permits should be approved as long as any harmful impact is mitigated. The LUC already specifies certain standards necessary for mitigation of harmful impact to which the proposal must adhere. The proposed application meets these standards. The following is the staff’s evaluation of the request.

Analysis

General Plan: The Ogden Valley General Plan identifies the property as a significant open space area important for preservation.

Zoning: The subject property is located within the FV-3 zone which is categorized as "Forest Valley" and further described in LUC §104-14-1 as follows:

"The purpose of the Forest Valley Zone, FV-3 is to provide area for residential development in a forest setting at a low density, as well as to protect as much as possible the naturalistic environment of the development."

The FV-3 Zone has specific standards identified in LUC §104-14-5 that shall be met as part of the development process. The agri-tourism operation has been reviewed for compliance with these standards.

Design Review: A review of the general layout and appearance is complete to ensure that the agri-tourism operation would not impair the orderly and harmonious development of the neighborhood. The applicable design review criteria that are not covered by a conditional use review are as follows:

Outdoor advertising: The applicant intends to use a temporary sign and the entrance point. Section 110-2-11 of the Ogden Valley Sign Code allows for short-term vendors a display period of 120 days. Following approval of the sign plan the conditional use permit acts as the permitting document.

Landscaping: An agri-tourism operation is exempt from this section.

Building and Site Layout: The owner intends to use a newly constructed agricultural pole barn for the operation of the harvest market. A land use permit is issued based on compliance with all applicable requirements of the zone and the agricultural use. Before operating any commercial activities within, further requirements may be added by Weber County Building Inspection.

Agri-tourism Applicability and Review: A narrative describing the activities that will take place are described in a narrative prepared by the applicant attached as exhibit B. Additional documents prepared by the applicant describe site preparation to accommodate for visitor services and activities in exhibit C.

The 38.82-acre farm parcel produces a yearly heirloom and traditional orange pumpkins, and oats.

The activities available to visitors of the operation include:

1. U-pick pumpkin patch
2. Harvest Market

The above-listed agricultural activities are included under the "Medium" size operation that is 20 to 39 acres.

- **Hours of operation:** LUC §108-21-3(9) states that "Agri-tourism uses/activities, not including residential overnight accommodations and/or those conducted within a completely enclosed building, shall be limited to operating during the daily hours of 8:00 AM to 10:00 PM. Below are the proposed hours of operation:

Mid-September-October 31:

Monday - Saturday: 4:00-10:00 PM

Sunday: Closed

- **Development agreement:** Before the construction of any structure intended for accommodating non-agricultural uses, the applicant will be required to record a farm stay and a commercial development agreement provided by Weber County on all parcels utilized as a part of an approved agri-tourism operation. A single-family dwelling or farmhouse and/or any number of structures that qualify for an agricultural exemption are exempted from this requirement. The applicant will need to amend the site plan for any structures that are not currently identified on the site plan (see Exhibit B). A condition of approval has been added to ensure that a development agreement is executed and recorded before the issuance of any non-agricultural building permits as a part of the approved conditional use permit.

Conditional Use Review: Agri-tourism is conditionally allowed in the FV-3 Zone. A Planning Division review has been conducted to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects.

Conditional Use Standards: The planning commission shall consider the following points as a basis for issuing additional conditions that would mitigate harmful impacts to the surrounding area:

Considerations relating to traffic safety and traffic congestion:

Standards relating to infrastructure, amenities, and services.

Standards relating to the environment.

Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.

Standards relating to performance.

Standards generally.

Review Agencies: The County Engineering Department has posted several comments related to site preparations and performance. Firstly, they will limit access to two entrances. Second, it is required that the travel surface at the entry points is stabilized to prevent mud and dirt tracked onto the roadways. The Planning Division comments are addressed in writing as seen in Exhibit C. If the operations offer concessions, Food Handler Permits must be obtained. The Fire Marshall will require that additional information is provided regarding fire protection and the location of the nearest fire hydrant.

Staff Recommendation

The Planning Division recommends approval of file# CUP 2022-11, a conditional use permit for an agri-tourism operation identified as McFarland Family Farms located at 1250 S 9500 E, Ogden, UT. This recommendation for approval is subject to all review agency requirements and with the following conditions:

1. A farm stay and a commercial development agreement will be executed and recorded before any construction of any structure intended for accommodating non-agricultural uses.
2. The sign may be placed no closer than ten feet from the property line adjacent to a street.
3. If applicable, the Weber County Building Official shall inspect the agricultural building for related uses.
4. The owner applies for and keeps a valid business license
5. All Fire Marshal requirements are satisfied.
6. All Weber-Morgan Health Department requirements are satisfied.

This recommendation is based on the following findings:

1. The proposed use conforms to the Ogden Valley General Plan.
2. The proposed use will protect and preserve agricultural property in Weber County.
3. The proposed use will not be detrimental to public health, safety, or welfare.
4. The proposed use will comply with applicable County ordinances.
5. The proposed use will not deteriorate the environment or the general area to negatively impact surrounding properties and uses.

Exhibits

- A. Application with the project narrative
- B. Site Plan
- C. Applicant response to planning staff comments

Area Map



Weber County Conditional Use Permit Application			
Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted / Completed 7/28/2022	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
Property Owner Contact Information			
Name of Property Owner(s) Bill White		Mailing Address of Property Owner(s) 285 South 7200 East Huntsville, UT 84317	
Phone 801-518-7422	Fax N/A		
Email Address (required) bwhite@utahwater.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s) Jamila McFarland		Mailing Address of Authorized Person 5102 West 1150 South West Weber, UT 84404	
Phone 801-814-6494	Fax N/A		
Email Address mcfarlandfamilyfarms@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Property Information			
Project Name McFarland Family Farms Pumpkin Patch @ The Historic Monastery		Total Acreage 30	Current Zoning FV-3
Approximate Address 1250 South 9500 East Huntsville, UT 84317		Land Serial Number(s)	
Proposed Use We will be opening up the farm field to the public for a seasonal U-pick Pumpkin Patch and farm gatherings.			
Project Narrative We are Kenny and Jamila McFarland, the current owners of McFarland Family Farms LLC. We are a 7th generation family farm, specializing in the growth of sweet corn, onions, hay and pumpkins. Over the past 11 years we have increased our produce acreage from 200-450 acres in the West Weber, UT area. We sell our produce to most wholesale grocery chains along the Wasatch Front and we have 8 farm owned retail location pop up farm-market stands across Weber and Cache County. We work closely with the NRCS office to transition our farm from flood irrigation to drip irrigation, among other conservation practices. We began 2022 by leasing a Historic Monastery Farm in Huntsville, UT (1250 South 9500 East, Huntsville, UT). We have brought the knowledge of growing vegetables up to the Ogden Valley to bring the community back to their beloved Monastery grounds and share our harvest as they pick the perfect pumpkin off the vine. We plan to open the U-pick Pumpkin Patch in the middle of September and sale the pumpkins until Halloween (October 31st). We would be open Monday-Saturday 4PM-10PM. We would be selling over 10 different varieties of pumpkins/gourds, corn stalks, straw bales, and any other produce that will be in season, that we grow on our farm. On this property, the landowner is in the process of constructing a farm stand building to add another location to our current business model of produce stand locations, where we can sell our farm grown produce or other local, in season produce. At the current time, the farm stand is only in the preliminary stages of construction, so we don't plan on using the stand for this year's pumpkin patch unless we are pleasantly surprised that the construction process is expedited. As soon as the farm stand is completed we would like to offer customers an indoor location to purchase their U-pick items, while offering farm fresh vegetables and fruit either from our own farm or by other local (Utah's Own) farmers/growers.			

Basis for Issuance of Conditional Use Permit

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

The only negative impacts that we foresee are using lights to offer customers adequate visibility as they enjoy the pumpkin patch after dark. We understand the lighting ordinances in the Ogden Valley, so we plan to use dark sky and downward lit lighting fixtures.

We also foresee additional noise from the natural experience of gathered people on the farm field. We will post signs for customers to be respectful and drive slow for surrounding neighbors in lieu of this impact.

There may also be an increase of dust as customers are driving into and out of the field. To mitigate this we plan on spraying the roadways with a water truck.

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

We have met with one of our principal planners, Steve Burton, and understand the zoning ordinances for this farm field and the agri- tourism experience we hope to offer our customers. Our proposed uses will follow the regulation and conditions specific to our zoning ordinance.

Property Owner Affidavit

I (We), William N. White, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

William N. White
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 28 day of July, 2022,

(Notary)

Authorized Representative Affidavit

I (We), _____, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), _____, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

(Notary)



McFarland Family Farms
U-Pick Pumpkin Patch

Legend

Jamila and Kenny McFarland Agri-tourism CUP

1. The project narrative includes the season of operation (Mid- September through October 31). The hours of operation (Monday through Saturday 4pm. To 10pm.). Please include the times of normal day-to-day operations.

We anticipate that we will use the non-operating hours of the day, from 8 AM to 4 PM to make sure that the pumpkin patch is stocked with all of the different varieties of pumpkins, gourds and squash for customers. We will make sure the fields walking paths are clear of debris and garbage. We will also use this time to prepare to open during the evening. If we are contacted by preschool or small field trip groups, we would also allow this time of the day to be set aside for these smaller groups to come out to the pumpkin patch and learn about agriculture in the Ogden Valley.

2. Include the anticipated number of daily patrons

With it being our first year we don't know how to accurately determine a count for patrons. We hope that we will have around 1,000 patrons across the entire Fall pumpkin season (September-October 31), but we aren't sure if anyone will come. We will make parking to accommodate 20 parking spaces surrounding the farm stand, with overflow parking, west of the farm stand, to accommodate additional vehicles.

3. Show the main entrance to the property

See attached map.

4. Show the location and type of lights

See attached map. We would like to use dark sky compliant patio string lights to line the fence line around the parking lot and dark sky light fixtures attached to the farm stand as soon as construction permits.

See examples:



5. If applicable, show where the sign will be placed and include the sign design with dimensions.

Sign will be 4'X8' vinyl banner. It looks like this:



6. Please include the business name

McFarland Family Farms LLC.

7. State the exact number of acres used for the agri-tourism operation. County records indicate a parcel acreage of 38.82.

30 acres are planted in heirloom and traditional orange pumpkins. The remaining acreage was planted in Organic Oats, which will not be used for the pumpkin patch and harvested after the U-pick pumpkin patch is closed.

8. Please state the current type of crop yield of the land.

See answer to question 7.

9. Please include the plans for the farm stand (dimensions, height, architectural drawing). Please contact the building official Stan Berniche (801-399-8760) for building requirements.

See attachment uploaded titled 'Monastery Market Plans', for the farm stand. The farm stand will not be used until 2023 when the construction is completed. We will have all operations involved with the U-pick pumpkin patch outdoors.

10. Please state what existing infrastructure is in place, if applicable (culinary water, secondary water, irrigation water, sanitary sewer or septic infrastructure).

There is irrigation water that is administered to the pumpkin crops through a drip irrigation system. Currently there is no culinary water infrastructure.

11. "Temporary sanitary facilities are discouraged; however, if found necessary, they shall be discretely incorporated into the agri-tourism operation and completely screened from the street and adjacent property view."

We will plan to provide temporary sanitary facilities during this year's U-pick pumpkin season as there are no current sewer or septic tank infrastructure on this acreage. We understand that it would need to be screened from the street and located in a discrete location. We will arrange these temporary facilities with Drain Free Roto Services.



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and/or action on a conditional use permit application for a short term rental at 4877 E 3475 N, Eden 84310		
Agenda Date:	Tuesday, September 27, 2022		
Applicant:	Robert Sciammarella, Owner		
File Number:	CUP 2022-13		
Approximate Address:	4877 E 3475 N, Eden 84310		
Project Area:	0.08 acres		
Zoning:	Forest Residential-3 Zone (FR-3)		
Existing Land Use:	Residential		
Proposed Land Use:	Short Term Rental		
Parcel ID:	22-191-0001		

Adjacent Land Use

North:	Wolf Lodge Drive	South:	Residential
East:	Creekside Way	West:	Village Way

Staff Information

Report Presenter:	Steve Burton sburton@webercountyutah.gov 801-399-8766
Report Reviewer:	RG

Applicable Ordinances

- Weber County Land Use Code Title 101 Chapter 1 General Provisions, Section 7 Definitions
- Weber County Land Use Code Title 104 Chapter 17 (FR-3 Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 7, section 25 (Nightly Rentals)

Summary and Background

The applicant is requesting a conditional use permit for a short term rental in a residential dwelling located in the FR-3 zone in the Village at Wolf Creek Subdivision. The FR-3 Zone allows a “nightly rental” as a conditional use. The proposed use will occur within a single family dwelling that is currently in the building permit review process. Two parking spaces will be made available in the attached 2 car garage.

The application is being processed for an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits.

Analysis

General Plan: As a conditional use, this use is allowed in the FR-3 Zone. With the establishment of appropriate conditions as determined by the Planning Commission, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the Forest Residential (FR-3) Zone. The purpose of the FR-3 Zone can be further described in LUC §104-17-1 as follows:

“The purpose in establishing the Forest Residential, FR-3 zone is to provide for medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home

ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts.”

The proposed dwelling has 2 parking space in the garage as well as 2 driveway parking spaces. It is recommended that these four spaces are the only approved spaces for this proposed use.

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. The following is an analysis of the conditional use standards as they related to the proposed use:

Standards relating to safety for persons and property. The Weber County Fire District and the County Engineer’s Office have approved the proposed use. The Fire district review includes a comment that states the following:

Make sure there is no parking on the roads.

Standards relating to infrastructure, amenities, and services. The proposed use is not anticipated to have a negative impact on the infrastructure, amenities, and services in this area. Impact fees will be paid by the owner once a building permit is obtained.

Standards relating to the environment. The proposed use is not anticipated to negatively impact the environment. No conditions are recommended relating to the impact of the proposed use on the environment.

Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan. When the Village at Wolf Creek PRUD was developed, the conditional use standards, as they relate to the constructed dwellings, were considered by the Planning Commission. No conditions are recommended to be added to the proposed use regarding the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.

Prior to issuance of a conditional use permit, the applicant will need to apply for a business license, and approval from the applicable agencies for the proposal, will need to be obtained. A condition has been made part of the Planning Division’s recommendations to ensure that this standard is met.

Nightly Rental Ordinance. Under the current land use code, the section titled ‘Nightly Rentals’ states the following:

The rental of a sleeping room, apartment, dwelling unit, or dwelling for a time period of less than 30 days is considered a nightly rental. Nightly rentals are allowed only when listed as either a permitted or conditional use in a specific zone or when approved as part of a planned residential unit development (PRUD).

Staff Recommendation

Staff recommends approval of this application subject to the applicant meeting the conditions of approval in this staff report and any other reasonable conditions required by the Planning Commission. This recommendation is subject to all review agencies and is based on the following conditions:

1. A business license shall be obtained prior to issuance of this conditional use permit.
2. Parking shall occur only in the driveway and the garage associated with this lot.
3. The conditional use permit may be issued only when the construction of the dwelling is complete.

This recommendation is based on the following findings:

1. The proposed use is allowed in the FR-3 Zone and meets the appropriate site development standards.
2. The criteria for issuance of a conditional use permit have been met because mitigation of reasonably anticipated detrimental effects can be accomplished.

Project Narrative:

Lot 1 The villages at wolf Creek - 4877 East 3475 North Eden, Utah 84310

Proposed Use: Short Term Vacation Rental

As the owner of Lot 1 - Parcel Number: 22-191-0001 - located at The Villages at Wolf Creek. I would respectfully request approval for a short-term vacation rental conditional use permit for the above mentioned property.

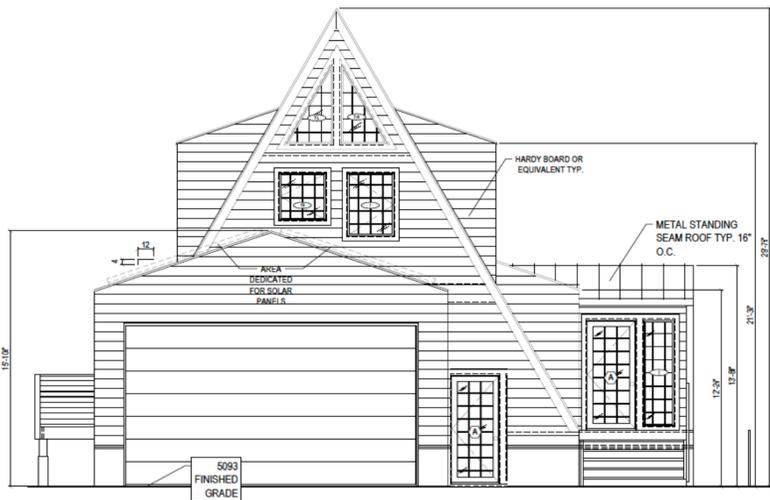
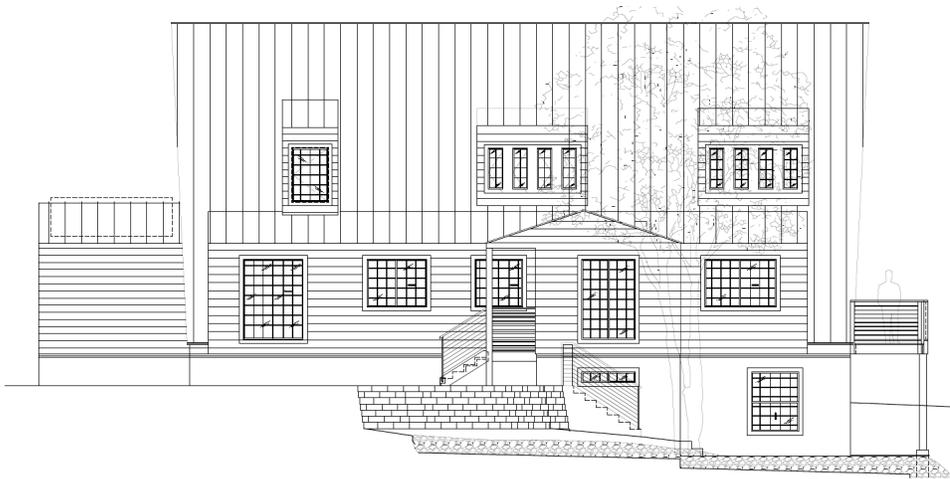
Since both the HOA and zoning for this property allow for short term rentals with a conditional use permit. The intention would be to list the property as a short-term vacation rental when I or my family are not using the home.

Renters will be provided with the applicable HOA rules and regulations and the home will have all the modern safety features of any newly constructed residence.

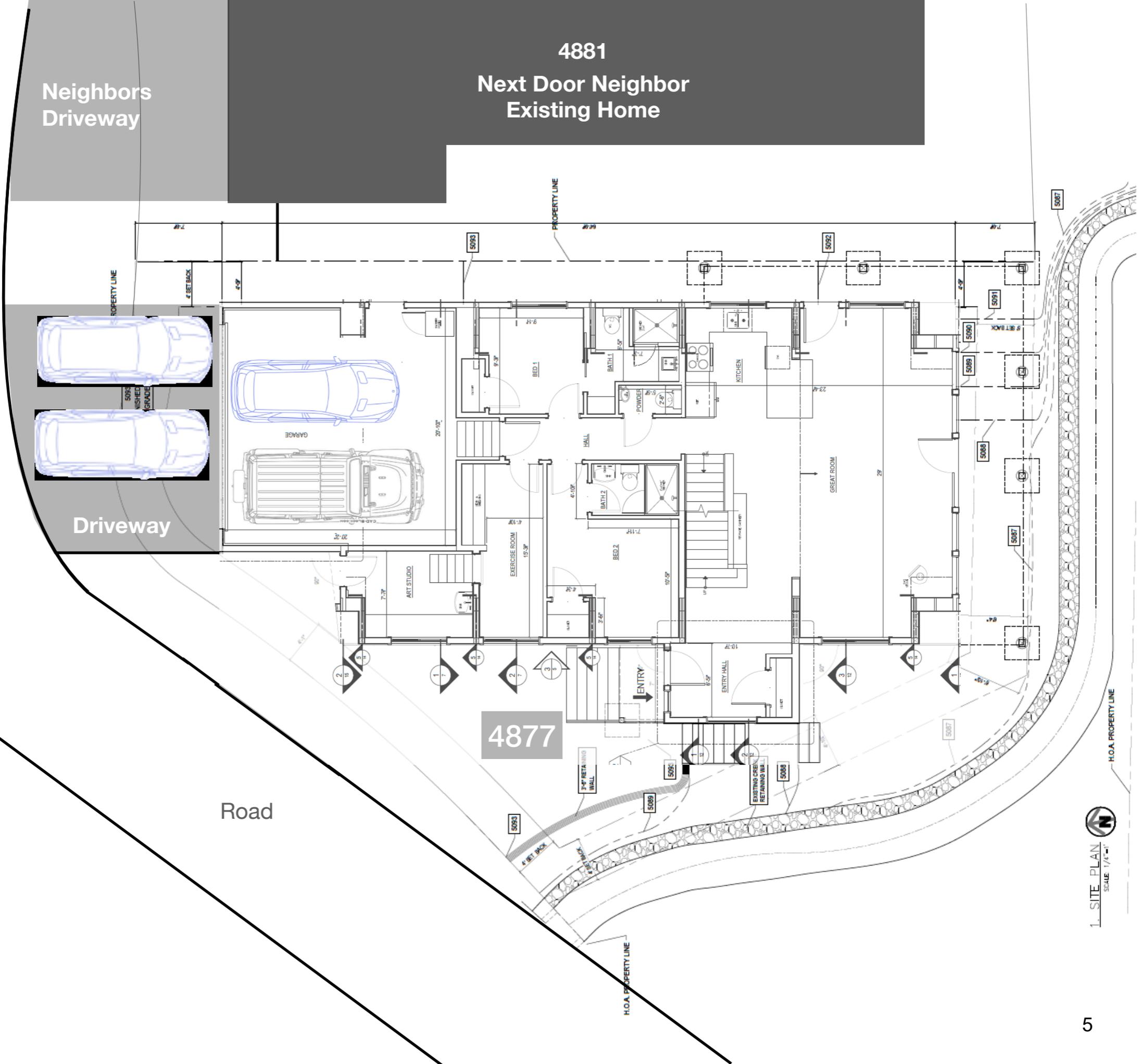
Parking Plan:

This property will have a connected large two car garage, and the attached driveway to ensures that the required parking is provided.

Thank you for reviewing my request and please contact me if you have any questions.



1. FRONT EXTERIOR ELEVATION
SCALE: 1/4"=1'



Neighbors Driveway

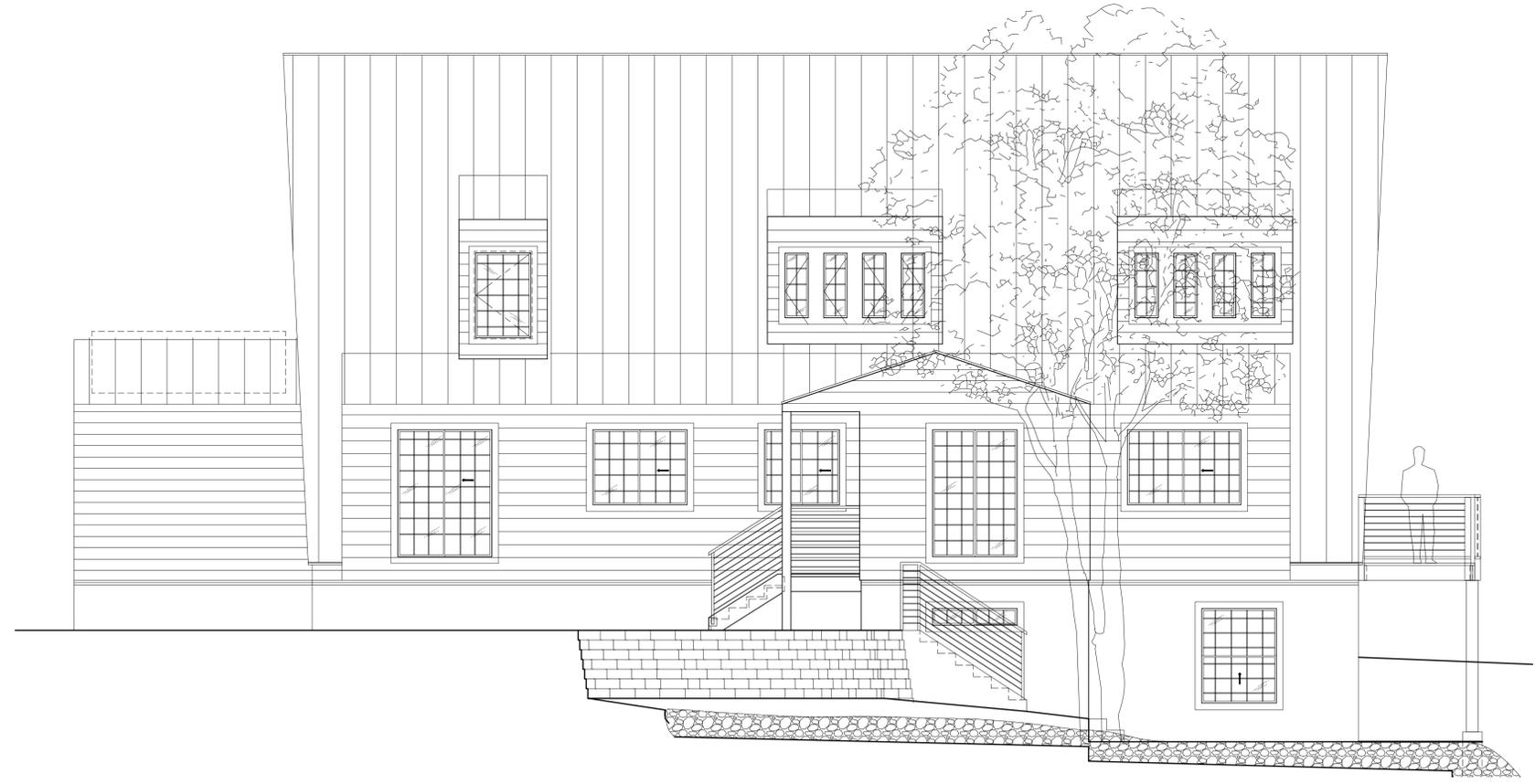
4881
Next Door Neighbor Existing Home

Driveway

Road

4877

Exhibit A
Application, narrative, and site plan



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GENERAL NOTES

- A. EXCAVATION, BACKFILL, AND GRADING**
 - All excavations for footings shall be placed on natural, undisturbed soil.
 - All excavations for footings shall be placed on undisturbed soil and below frost depth (30 Min). Tops of foundation shall be placed a minimum of 6" above finished grade.
 - Finish grading shall be done so as to provide positive drainage away from all building foundations. grade shall slope away 6" minimum for the first 10' of building, no negative slope driveways.
- B. WEATHER PROTECTION**
 - Install (1) layer of grade "D" (15 lb.) felt under the asphalt roof shingles.
 - Install (1) layer of grade "D" (15 lb.) felt under aluminum/vinyl siding.
 - Install (2) layer of grade "D" (15 lb.) felt under brick/rock veneer.
 - Install (2) layer of grade "D" (15 lb.) felt under synthetic stucco system.
 - install (1) layer No. 40 coated roofing or coated glass base from the roof eaves to a line 24" inside the exterior wall line with all laps cemented together.
- C. CONCRETE**
 - Install foundation and footing reinforcement as per Foundation Wall and Footing Schedule.
- D. WINDOWS**
 - All window tops shall be at door header height, i.e 6'-8" (unless otherwise noted on plans).
 - Windows located 24" or closer to any exterior door must be tempered.
 - All windows in sleeping rooms shall be measured to the opening of the window and not be more than 44" above the finished floor with an operable opening no less than 5.7 sq.ft. the window height shall not be less than 24", with a net clear width of no less than 20".
- E. VENTILATION**
 - Ventilation shall be provided in all crawl spaces by means of screened vents placed to provide cross ventilation.
 - Enclosed attics and spaces between rafters shall have clear ventilation to outside.
 - There shall be no gas connections allowed in any rooms used for sleeping or any corridors leading to or through any sleeping room.
- F. FIRE PROTECTION AND WARNING**
 - Fireplace chimneys shall extend 24" min. above any roof within a 10' radius.
 - Smoke/ Carbon Monoxide detectors are required to meet local codes. Wire all smoke/CM detectors in series with battery backup.
 - Walls/ wall coverings are subject to local codes and regulations under the county where the AvrameUSA home lot is located and must be met.
- G. STAIRWAYS**
 - Max rise = 7-3/4" and min. tread depth= 11" shall apply with current national and local building codes.
 - Min. headroom= 6'-8" and min. width= 36"
 - Every landing should be 36" min. in width and length.
 - Any door opening at the top of any interior flight of stairs must swing away from stairs.
 - Landings shall have a 36" min. depth and width, and clear min. head height of 80"
- H. RAILING**
 - Handrails are required at all stairways that have more than 3 risers.
 - Handrails should be placed between 34" and 38" above stair nosing.
 - Handrails deeper than 2-1/2" shall have finger grooves 3/8" x 3/8" deep, the full length of one side of the rail. Return handrails to end.
 - Balusters for handrails and guardrails shall be spaced so that a 4" sphere cannot pass through.
- I. PLUMBING**
 - All plumbing fixtures to comply with local flow rate plumbing codes.
 - All work to comply with all applicable plumbing codes.
 - Provide pressure regulator and shut off valve.
 - Interior waste and vent lines shall be A.B.S.
 - Back water valves should only be used on the drains for plumbing fixtures that are below the level of the nearest upstream manhole. The fixtures that are above the nearest upstream manhole should not discharge through the back water valve.
 - It shall be the sole responsibility of the Contractor/Builder to follow all codes & regulations pertaining the type of water heater to be used in the specific State and County where the building site is located.

FRAMING NOTES

- All dimensions on floor plans are to rough framing. Exterior walls calculated to be 5-3/4" wide for dimensioning & interior wall at 3-3/4"
- All structural sheathing shall be APA rated and shall not exceed maximum span rating. Floor sheathing shall be 1-3/4" tongue and groove. Gap all waferboard sheathing.
- Spike together all 2x laminated built up beams using at least 16d nails at no less than 7" O.C. staggered.
- Trusses are to be engineered, designed and constructed by manufacturer to meet all local loads and codes.
- Truss anchors shall be provided at each end of all the trusses. (install to meet local requirements).
- Bi-pass doors shall be framed one inch smaller in width than door. Example: A 5'-0" slider shall have a 59" rough opening. Also, bi-fold doors shall be framed one inch wider than door and 82" in height. Bi-pass doors shall be 83" in height.
- Interior framing that is non-bearing shall be provided where required.
- Framing will include all furr downs, ceiling joists, and plant shelves as per architectural drawings.
- All hangers (joist, rafter, and beam) shall be installed as per manufacturers specs.
- Multiple plates and ledgers shall be nailed with 16d nails at 8" O.C.
- Block all horizontal edges of plywood wall sheathing with 2" nominal blocking.
- All ledger bolts shall have plate washers with a minimum diameter equal to three times the bolt diameter unless shown otherwise in plans.
- Minimum nailing shall be 6" O.C. at panel edges & 12" O.C. in the field.
- Walk-in closet shelves 16" in depth. All other closets shall be 7" deep. Space saver closets shall have an upper shelf at 84" A.F.F. and a lower shelf at 42" A.F.F. Located shelves in single shelf closets at 72" A.F.F.
- Wood beams made of two or more pieces shall have the pieces securely bolted or nailed together to prevent separation and to insure mutual load sharing. Each interconnected piece shall be continuous between supports shall have the same width as the composite beam. U.N.O.
- All framing studs shall be 16" O.C. Max. All floor sheathing with face grain at right angles to framing and glue. Glue must comply with APA specs. Floor joists shall be blocked at all bearing points. Block all horizontal edges of wall sheathing with 2x4 blocking.
- All roof sheathing shall be 5/8" (typ.) rated CDX sheathing nailed with 8d nail at 6" O.C. at panel edges, supported edges, and all blocking with 8d nails.
- All wood that is connected to concrete, steel, and wood to wood (except stud to plate) shall be connected with Simpson (or equivalent) connectors. Sheathing shall be placed no less than 3/4" from edge of panel and driven flush but shall not fracture the surface of the sheathing.
- These shall be the member grades used on this structure: Glue-Lam beams (simple span) 24F-V4 DF/DF (cantilevered) 24F-V8 DF/DF
 - Joists DF 2#(or better)
 - Headers DF 2#(or better)
 - Posts DF 2#(or better)
 - Studs DF stud grade (or better) U.N.O
 - Sill plates in contact w/ concrete DF #2(pressure treated)
 - Pre-Fab trusses or joists As per manufacturers spec's

AVRAME U.S.A HAS DESIGNED THIS STRUCTURE IN CONJUNCTION WITH A LICENSED ENGINEER TO MEET OR EXCEED LOCAL BUILDING CODES. AVRAMEUSA ASSUMES NO LIABILITY FOR THE ACCURACY AND CRAFTSMANSHIP OF THE OWNER/BUILDER IN FOLLOWING THE PLANS.

IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO PERFORM BUILDING REVIEWS BEFORE BEGINNING CONSTRUCTION.

THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- VERIFY ALL DIMENSIONS
- REVIEW ALL STAIR REQUIREMENTS
- VERIFY COMPLIANCE WITH LOCAL CODES
- VERIFY ALL FOUNDATION HOLDOWN LOCATIONS
- VERIFY ACTUAL SITE CONDITIONS

ANY DISCREPANCIES ON THE PLANS MUST BE RESOLVED BY THE BUILDER PRIOR TO CONSTRUCTION.

TRUSS DESIGN AND LAYOUT IS THE RESPONSIBILITY OF THE TRUSS MANUFACTURER.

THESE PLANS ARE NOT COMPLETE CONSTRUCTIONS DOCUMENTS. PLANS MAY NOT BE USED FOR PERMITTING OR CONSTRUCTION PURPOSES.

INFORMATION

JURISDICTION:

WEBER COUNTY

GENERAL:

TYPE OF CONSTRUCTION: VB
 OCCUPANCY CLASSIFICATION: R3
 NUMBER OF STORIES: 2 STORIES W/ BASEMENT

BUILDING LIVABLE AREA:

MAIN FLOOR: 1,341 S.F. BASED ON 5' HEIGHT
 UPPER FLOOR: 465 S.F. BASED ON 5' HEIGHT
 FINISHED BASEMENT: 1,056 S.F.
 UNFINISHED BASEMENT: 136 S.F.
 GARAGE: 425 S.F.
 COVERED PATIO/PORCH: 26 S.F.
 UNCOVERED DECK: 295 S.F.
 OTHER UNFINISHED SPACE/ ATTIC: 303 S.F.

FINISHED AREA: 2,862 S.F.
 TOTAL BUILDING FOOT PRINT: 1,200 S.F.
 BUILDING HEIGHT: 28'-1 1/8"

CODES:

- 2015 RESIDENTIAL CODE OF UTAH
- 2018 BUILDING CODE OF UTAH
- 2018 PLUMBING CODE OF UTAH
- 2018 MECHANICAL CODE OF UTAH
- 2018 FUEL GAS CODE OF UTAH
- 2018 RESIDENTIAL ENERGY CONSERVATION CODE OF UTAH
- 2017 NATIONAL ELECTRICAL CODE OF UTAH

INDEX OF DRAWINGS

GENERAL:

- SH.1 COVER SHEET
- SH.2.1 EXISTING SITE PLAN
- SH.2.2 PROPOSED SITE PLAN

ARCHITECTURAL:

- SH.3 FLOOR PLANS
- SH.4 FLOOR PLANS
- SH.5 FRAMING PLANS
- SH.6 FRAMING PLANS
- SH.7 EXTERIOR ELEVATIONS
- SH.8 EXTERIOR ELEVATIONS
- SH.9 ELECTRICAL PLANS
- SH.10 ELECTRICAL PLANS
- SH.11 BUILDING SECTION & DETAILS
- SH.12 BUILDING SECTION & DETAILS
- SH.13 BUILDING SECTION & DETAILS
- SH.14 BUILDING SECTION & DETAILS
- SH.15 BUILDING SECTION & DETAILS
- SH.16 STRUCTURAL DETAILS
- SH.17 STRUCTURAL DETAILS
- SH.18 STRUCTURAL DETAILS

ENGINEERING:

- S001
- S101
- S102
- S301
- S302
- S303
- S304
- S305
- S501
- S502
- S503
- S601

SCOPE OF WORK:

SINGLE FAMILY RESIDENCE



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KEYNOTES

TRIO 120 - SCIAMARELLA RES. VILLAGES AT WOLF CREEK, LLC
12191 S. 271ST
EDEN UT. 84310

PLAN: (013.3) DATE: 02/21/2022

SHEET: 1

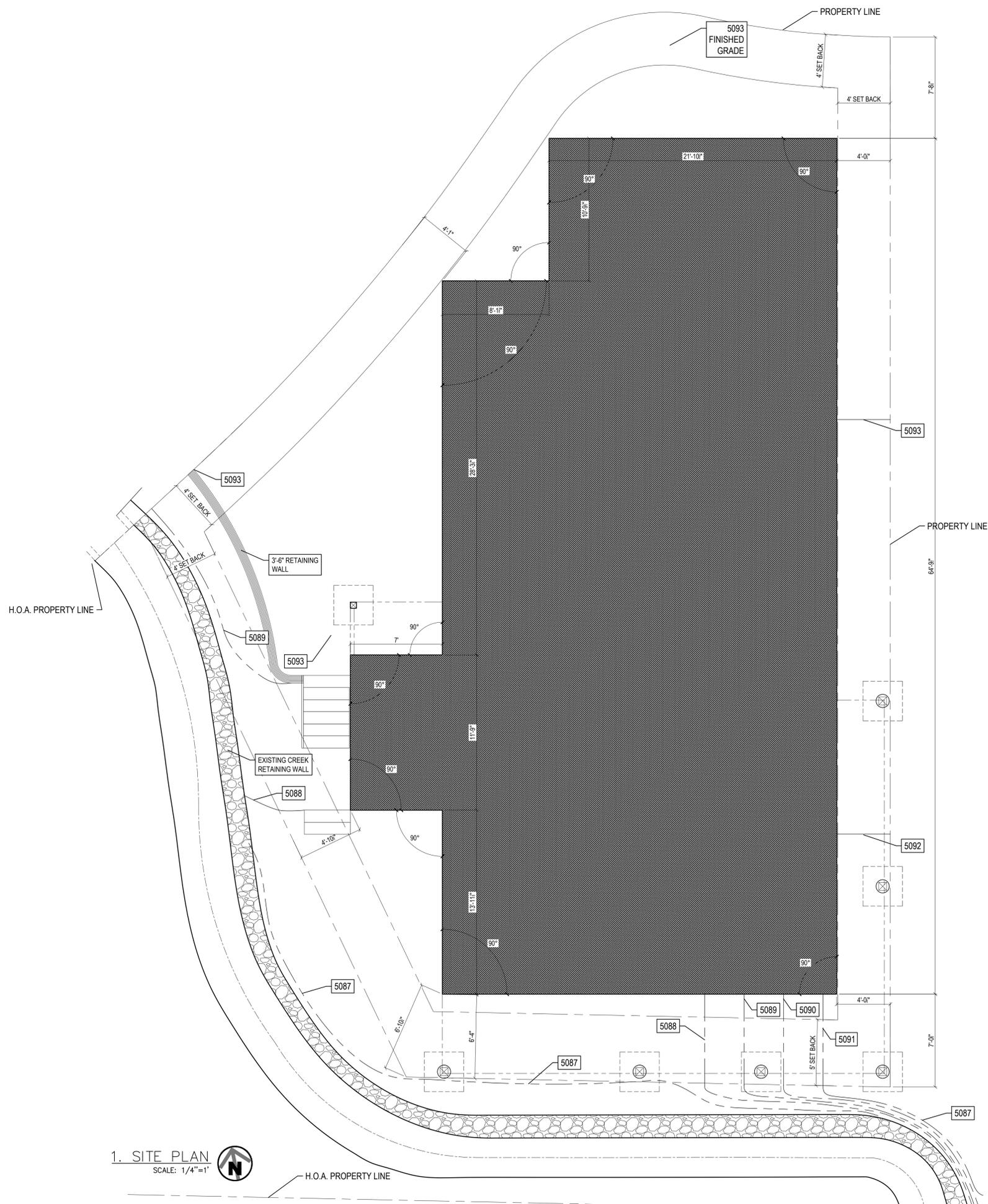
OF: 18

BASEMENT: 1,168 S.F.
1ST FLOOR: 1,341 S.F.
2ND FLOOR: 471 S.F.
TOTAL FINISHED: 2,980 S.F.

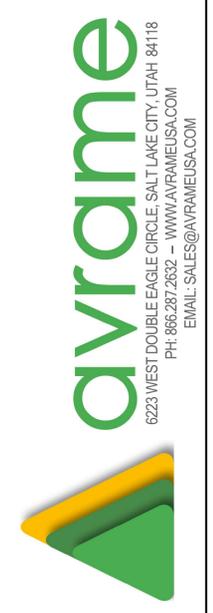
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DIMENSION ARE IN INCHES UNLESS SPECIFIED OTHERWISE. COPYRIGHT © 2022 - ALL RIGHTS RESERVED. FILE PATH: G:\PROJECTS\200020 - AVRAME 2020\09 Avrame Design\00 PROJECT AVRAME\0 PROJECTS\01 PETER\013 Rev01.Dwg (REVISED 02-15-2022\013) INE SCIAMARELLA RES. TRIO 120-UT\Title.dwg (REVISED 02-15-2022\013) INE SCIAMARELLA RES. TRIO 120-UT\Title.dwg LAYOUT: SH1

Exhibit A
Application, narrative, and site plan



NOTE:
 THIS SITE PLAN WAS DRAWN FROM INFORMATION PROVIDED BY THE OWNER. AVRAMEUSA ASSUMES NO RESPONSIBILITY FOR ANY UNSEEN ISSUES WITH THE LOT AND THE STRUCTURE PLACEMENT ON THE SITE. THE BUILDER IS RESPONSIBLE TO VERIFY ACTUAL SITE CONDITIONS AND TO COMPLY WITH ALL LOCAL CODES, EASEMENTS AND SETBACKS.



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KEYNOTES

TRIO 120 - SCIAMMARELLA RES.
 VILLAGES AT WOLF CREEK, LLC
 12719110101
 EDEN UT, 84310

AVRAME U.S.A.

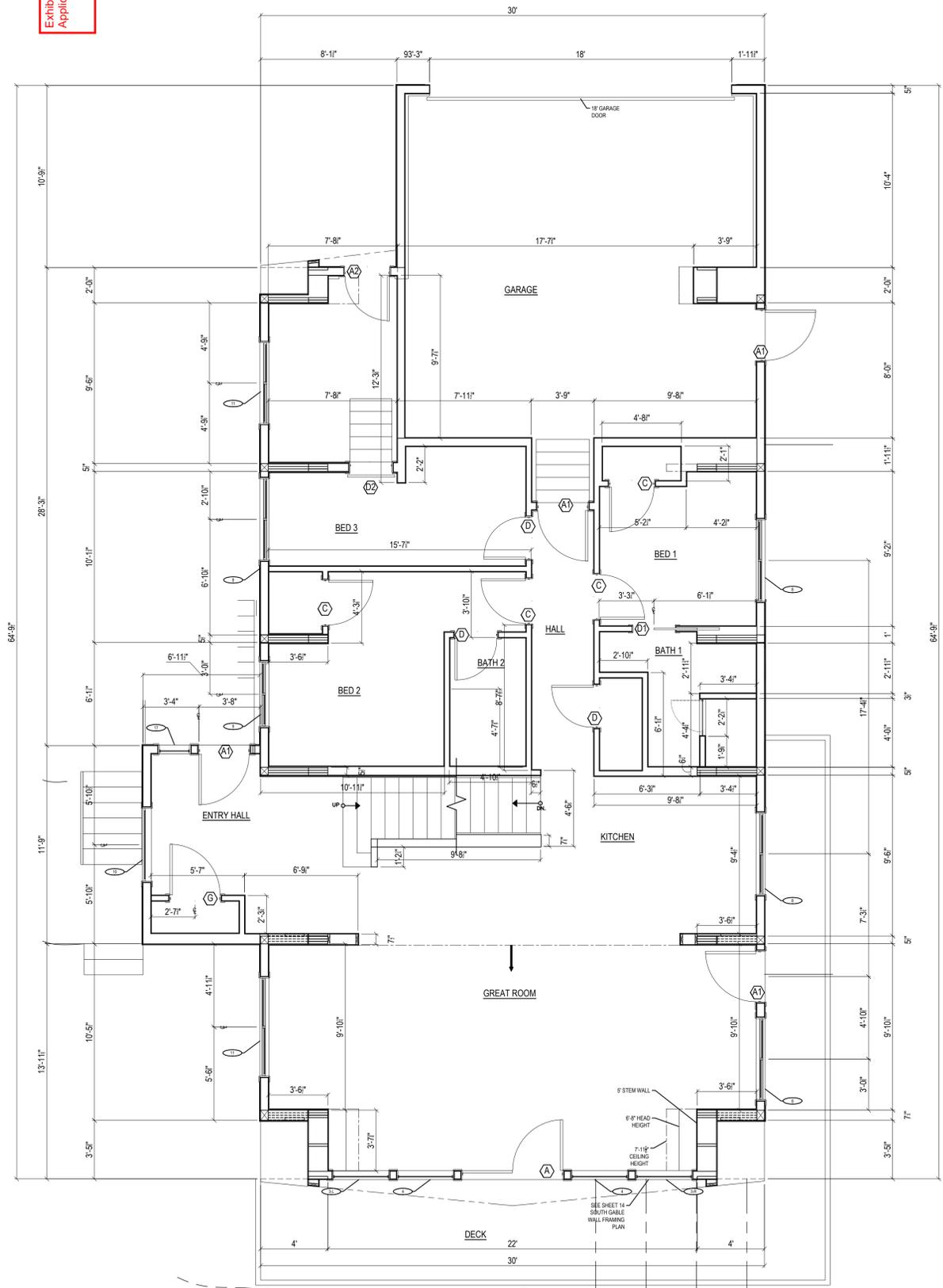
1. SITE PLAN
 SCALE: 1/4"=1'

PROPOSED SITE PLAN

PLAN: (01.3.3) SHEET: 2.2 OF: 18	DATE: 02/21/2022 BASEMENT: 1,168 S.F. 1ST FLOOR: 1,341 S.F. 2ND FLOOR: 471 S.F. TOTAL FINISHED: 2,980 S.F.
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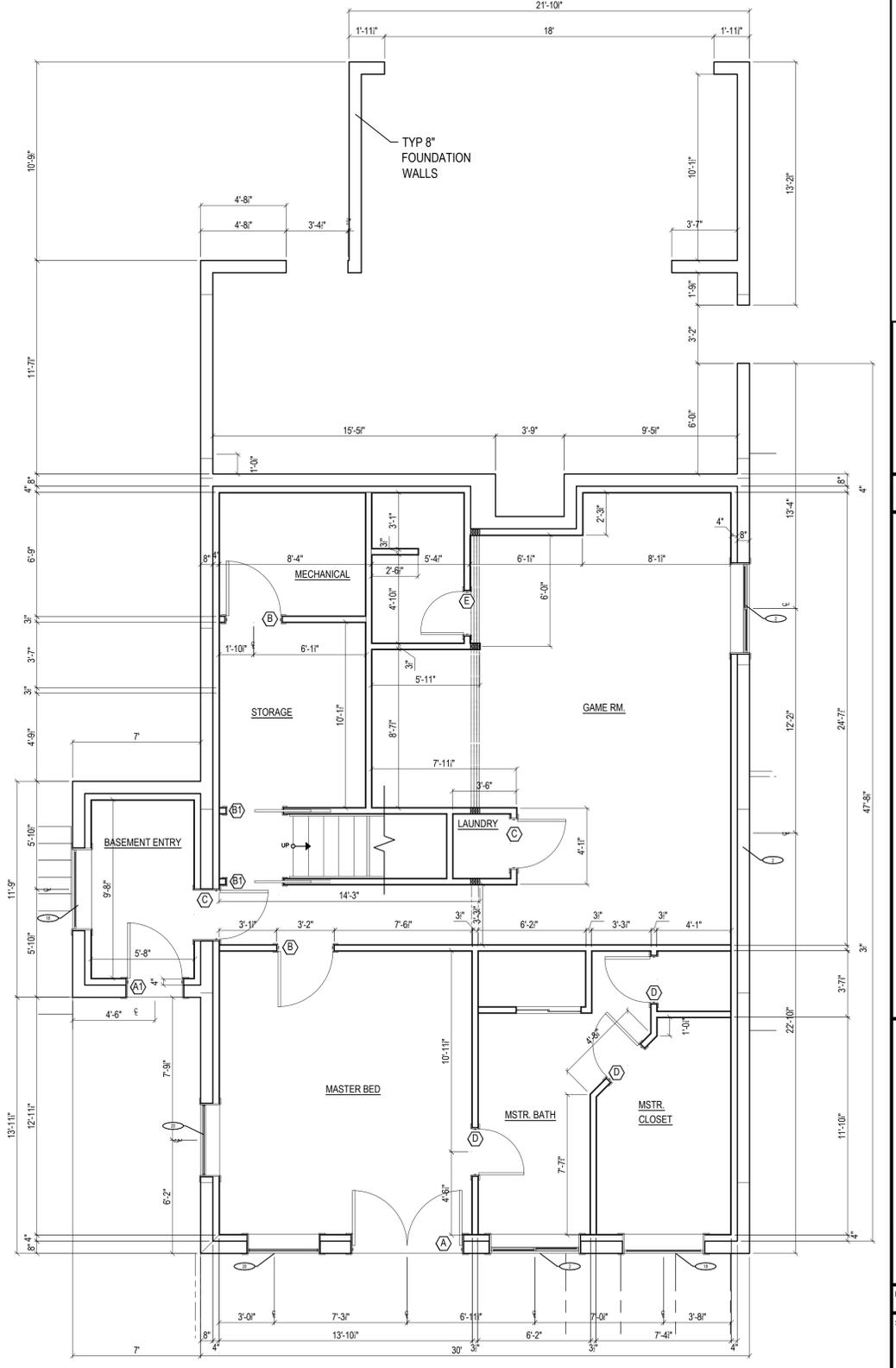
Exhibit A
Application, narrative, and site plan



1. 1ST LEVEL FRAMING PLAN
SCALE: 1/4"=1'

WINDOW SCHEDULE		
TYPE	R.O.	NOTE
CASEMENT	3'-0" x 4'-0"	
PICTURE	3'-0" x 4'-0"	
CASEMENT	3'-0" x 3'-0"	
SLIDING	4'-0" x 5'-0"	
PICTURE	SEE SHEET 15 DETAIL 1 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 1 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 1 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 1 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 1 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 2 GABLE WALL FRAMING	
PICTURE	SEE SHEET 15 DETAIL 2 GABLE WALL FRAMING	
SLIDING	5'-0" x 4'-0"	
SLIDING	4'-0" x 4'-0"	
PICTURE	6'-8" x 4'-0"	
SLIDING	5'-0" x 6'-8"	
CASEMENT	3'-0" x 4'-6"	
CASEMENT	1'-4 1/2" x 3'-7 1/2"	
PICTURE	1'-4 1/2" x 3'-7 1/2"	
PICTURE	2'-0" x 6'-8"	
PICTURE	1'-0" x 4'-6"	
VELUX C08 SKYLIGHT	21" x 64-7/16"	
SINGLE HUNG	4'-0" x 5'-0"	

DOOR SCHEDULE		
TYPE	SIZE	
A	EXTERIOR FRENCH	6'-0" x 6'-8"
A1	EXTERIOR SWINGING	3'-0" x 6'-8"
A2	EXTERIOR SWINGING	2'-8" x 6'-8"
B	INTERIOR SWINGING	3'-0" x 6'-8"
B1	INTERIOR POCKET	3'-0" x 6'-8"
C	INTERIOR SWINGING	2'-8" x 6'-8"
C1	INTERIOR POCKET	2'-8" x 6'-8"
D	INTERIOR SWINGING	2'-6" x 6'-8"
D1	INTERIOR POCKET	2'-6" x 6'-8"
D2	INTERIOR BARN	2'-6" x 6'-8"
E	INTERIOR SWINGING	2'-4" x 6'-8"
F	INTERIOR FOLDING	5'-0" x 6'-8"
G	INTERIOR DOUBLE	5'-0" x 6'-8"



1. BASEMENT FRAMING PLAN
SCALE: 1/4"=1'

FRAMING PLANS



ATTENTION:
THIS DRAWING IS THE PROPERTY OF AVRAME. IT IS TO BE USED FOR THE PROJECT AND SITE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF AVRAME USA. THESE PLANS ARE RELEASED FOR CONSTRUCTION OF THE PROJECT ONLY.

KEYNOTES

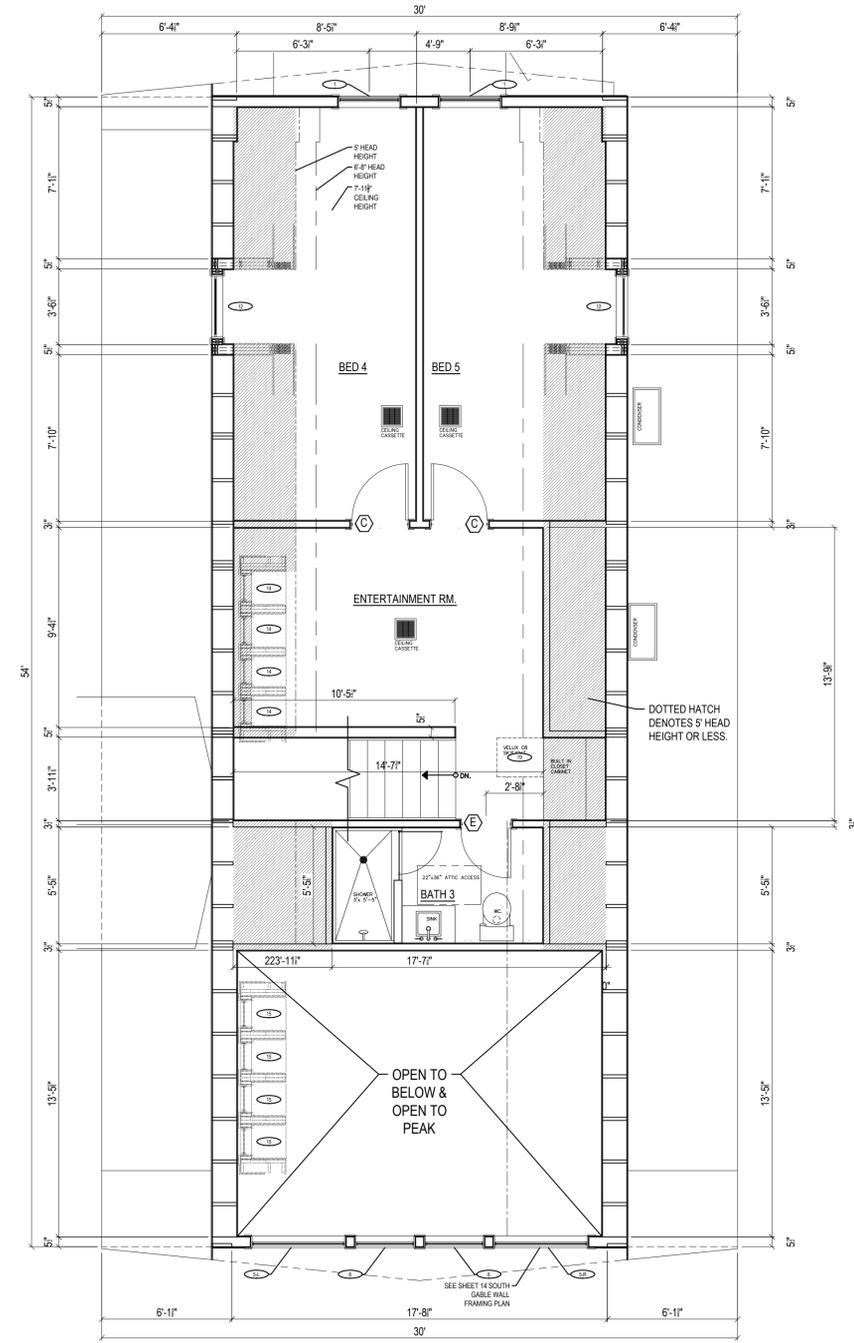
TRIO 120 - SCIAMMARELLA RES.
VILLAGES AT WOLF CREEK, LLC
7219100
EDEN UT, 84310
DRAWN FOR ONE
TIME USE FOR:
AVRAME U.S.A.

SHEET:	5	DATE:	02/21/2022
OF:	18	BASEMENT:	1,168 S.F.
		1ST FLOOR:	1,341 S.F.
		2ND FLOOR:	471 S.F.
		TOTAL FINISHED:	2,980 S.F.

DIMENSION ARE IN INCHES UNLESS SPECIFIED OTHERWISE. FILE PATH: G:\PROJECTS\000020 - AVRAME 2020\00 - AVRAME Design\00 - PROJECT AVRAME\00 - PROJECTS\001 - PETER\003 - Rosh Dream\003\1 - SCIAMMARELLA RES TRIO 120-UT\Final.dwg REVISED 02-15-2022\013\1 - SCIAMMARELLA RES TRIO 120-UT.dwg
 SHEET 6 OF 18 DATE AND TIME: AUG-15-2022 2:28 AM LAST SAVED DATE: AUG-15-2022 2:24 AM LAST SAVED BY: POETZER

Exhibit A
 Application, narrative, and site plan

V L
 SALES@AVRAMEUSA.COM



2. 2ND LEVEL FRAMING PLAN
 SCALE: 1/4"=1'

FRAMING PLANS

ATTENTION:
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KEYNOTES

TRIO 120 - SCIAMMARELLA RES.
 VILLAGES AT WOLF CREEK, LLC
 17219100
 EDEN UT, 84310
 DRAWN FOR ONE
 TIME USE FOR:
 AVRAME U.S.A.

PLAN:	(013.3)	DATE:	02/21/2022
SHEET:	6	BASEMENT:	1,168 S.F.
OF:	18	1ST FLOOR:	1,341 S.F.
		2ND FLOOR:	471 S.F.
		TOTAL FINISHED:	2,980 S.F.





Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on preliminary approval of Mountainside Phase 2 PRUD Subdivision, consisting of ten lots.
Type of Decision:	Administrative
Agenda Date:	Tuesday, September 27, 2022
Applicant:	John Lewis, Owner
File Number:	UVM080922

Property Information

Approximate Address:	4554 N Seven Bridges Rd, Eden, UT, 84310
Project Area:	3.797 acres
Zoning:	Residential Estates (RE-15) Zone
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	22-006-0004, 22-006-0039
Township, Range, Section:	T7N, R1E, Section 15 SW, 16 SE

Adjacent Land Use

North:	Vacant/The Grove Cabins site	South:	Mountainside PRUD Phase 1
East:	Vacant/Mountainside PRUD additional phase site	West:	Vacant/ The Grove Cabins site

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov
Report Reviewer:	SB

Applicable Land Use Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 108 (Natural Hazard Areas)
- Weber County Land Use Code Title 104 (Zones) Chapter 3 (RE-15 Zone)

Background and Summary

7/19/2016 – Conditional Use Permit request for The Bridges PRUD was approved.

9/20/2017 – Mountainside PRUD Phase 1 recorded.

The applicant is requesting preliminary approval of Mountainside PRUD Phase 2 Subdivision, consisting of ten lots, in the RE-15 Zone. The proposed subdivision and lot configuration are in conformance with the applicable zoning and subdivision requirements as required by the Uniform Land Use Code of Weber County (LUC). The following is a brief synopsis of the review criteria and conformance with LUC.

Analysis

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

Zoning: The subject property is located in the Residential Estate Zone more particularly described as the RE-15 zone.

The purpose and intent of the RE-15 zone is identified in the LUC §104-3-1 as:

“The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone.”

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the PRUD ordinance in LUC §108-5, and the applicable standards in the RE-15 zone (LUC §104-3) to ensure that the regulations and standards have been adhered to. The proposed subdivisions, with the recommended conditions listed in this staff report, are in conformance with county code. The following is a brief synopsis of the review criteria and conformance with the LUC.

Lot area, frontage/width and yard regulations: The proposed subdivision is one of four phases in the Mountainside community and has received conditional use approval for “The Bridges PRUD” development. The purpose and intent of a Planned Residential Unit Development (PRUD) is intended to “allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas” (LUC§ 108-5-2). Mountainside Phase 2 PRUD utilizes the allowed flexibility with lots ranging in size from 10,000 square feet to 15,000 square feet, and lot widths ranging in size from approximately 82 feet to approximately 105 feet. The various lot sizes will allow for the future lot owners to build custom homes ranging from 2000 to 4000 square feet. The approved minimum single family yard setbacks for the PRUD are:

- Front Yard: 15 feet
- Side Yard: 7.5 feet
- Side; facing street on corner lot: 15 feet
- Rear Yard: 20 feet

Based on the allowed flexibility of a PRUD, the proposed layout, lot configurations and lot sizes are acceptable. In order to provide clear site standards, staff recommends adding the minimum setback standards on the final subdivision Mylar. A condition of approval has been added to staff’s recommendation to ensure the minimum setback standards are added to the final subdivision Mylar.

Ogden Valley Sensitive Lands Overlay Districts: The development area falls within an area identified as an “Important Wildlife Habitat Area” that is part of the Ogden Valley Sensitive Lands Overlay Districts (LUC§ 104-28). The proposed subdivision has been designed to ensure that development standards in this area shall follow the principles established regarding the location of buildings, structures, roads, trails and other similar facilities to protect important wildlife habitat and their functions including wildlife movement across areas dominated by human activities by limiting the areas of disturbance. A condition of approval has been added to staff’s recommendation to ensure a note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.

Natural Hazards Overlay Zone: The proposed subdivision is located in a Zone “X” as determined by FEMA to be an area determined to be outside 500-year floodplain.

A geologic study has not yet been submitted. This will be required prior to appearing before the Planning Commission for a recommendation of final approval. A note shall be added to the plat to notify the future property owners of the geologic and geotechnical report on file with the Weber County Planning Division. A slope analysis will need to be submitted, to ensure that any lots with a slope of 25% or greater will need to show a building envelope on the final plat.

Upon recording the final subdivision Mylar a separate “Natural Hazards Disclosure” document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to staff’s recommendations to ensure that adequate notification is provided for future property owners regarding further development is noted on the subdivision Mylar.

Culinary water, irrigation water and sanitary sewage disposal: The applicant has provided a will-serve letter from the Wolf Creek Water and Sewer District for the culinary and irrigation water and sanitary sewer (see Exhibit B). The applicant will need to provide a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water for the expansion of the water system and water lines serving the subdivision prior to the subdivision receiving final approval from the County Commission. A condition of approval has been added to ensure that a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water prior to approval by the County Commission.

Review Agencies: The Weber County Surveyor’s Office, and the Weber Fire District have reviewed the proposal and have provided the applicant with the additional items that will be required prior recording the final Mylar. The County Engineer has not yet reviewed this proposal. A condition of approval has been made part of staff’s recommendations to ensure that any conditions of the applicable reviewing agencies are strictly adhered to.

Additional design standards and requirements: If the applicant would like to utilize the ability to have nightly rentals as an option allowed in the PRUD ordinance for the owner's in the Mountainside Phase 2 PRUD, a note will need to be added to the final Mylar to declare that the subdivision is approved for nightly rentals. A condition of approval has been made part of staff's recommendations to ensure that if the applicant desires to allow nightly rentals as part of the Mountainside Phase 2 PRUD, a note will be added to the final subdivision Mylar to provide notice of the approved nightly rental option.

Tax clearance: The 2021 property taxes have been paid in full. The 2022 property taxes will be due in full on November 30, 2022.

Staff Recommendation

Staff recommends preliminary approval of Mountainside PRUD Phase 2 Subdivision, consisting of ten lots located at approximately 4554 N Seven Bridges Rd, Eden, UT, 84310. This recommendation is subject to all review agency requirements and the following conditions:

1. In order to provide clear site standards, staff recommends adding the minimum yard setback standards on the final subdivision Mylar including the "Side; facing street on corner lot" setback.
2. A note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.
3. The dedication language on the final Mylar will need to include language to grant ownership of the common area to the applicable ownership.
4. A cost estimate for the improvements and a draft copy of any CC&R's will be required prior to receiving final approval from the County Commission.
5. Prior to recording the final Mylar, all lots that are impacted by a geologic hazard will be identified on the final Mylar a note to provide notice that the final geologic and geotechnical reports are on file with Weber County Planning Division. A "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.
6. A construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water must be submitted to Weber County prior to approval by the County Commission.
7. If the applicant desires, a note will be added to the final Mylar to provide notice of the approved nightly rental option.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan
2. The proposed subdivision complies with applicable county ordinances

Exhibits

- A. Subdivision Plat
- B. Will-serve letters

Area Map



MOUNTAINSIDE P.R.U.D. PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, AND THE SOUTHEAST QUARTER OF SECTION 1
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
SEPTEMBER 2022





July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Mountainside Phase 2 Lot #25 Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

Submission of the plans at the Weber County Building and Inspections Office shall be completed within 12 months from the date of this notice. If the plans have not been submitted and building permit issued, this Can and Will Serve commitment is considered expired.

Service is subject to scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

Culinary water, Secondary water and Sewer services to the above address(s) are subject to and contingent on the following:

1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulation by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District

Annette Ames
Annette Ames, Controller

Date: *July 14, 2022*



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Mountainside Phase 2 Lot #34 Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

Submission of the plans at the Weber County Building and Inspections Office shall be completed within 12 months from the date of this notice. If the plans have not been submitted and building permit issued, this Can and Will Serve commitment is considered expired.

Service is subject to scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

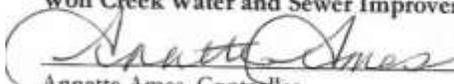
Culinary water, Secondary water and Sewer services to the above address(s) are subject to and contingent on the following:

1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulation by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



Staff Report to the Ogden Valley Planning Commission
Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on preliminary approval of Parkside Phase 3 PRUD Subdivision, consisting of 16 lots.
Type of Decision: Administrative
Agenda Date: Tuesday, September 27, 2022
Applicant: John Lewis, Owner
File Number: UVP080922

Property Information

Approximate Address: 4843 Howe Dr., Eden, UT, 84310
Project Area: 4.184 acres
Zoning: Residential Estates (RE-15) Zone
Existing Land Use: Vacant
Proposed Land Use: Residential
Parcel ID: 22-006-0039
Township, Range, Section: T7N, R1E, Section 15 SW

Adjacent Land Use

North: Vacant/Mountainside PRUD site	South: Parkside PRUD site
East: Parkside PRUD Phase 2B	West: Vacant

Staff Information

Report Presenter: Tammy Aydelotte
 taydelotte@webercountyutah.gov
Report Reviewer: SB

Applicable Land Use Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 108 (Natural Hazard Areas)
- Weber County Land Use Code Title 104 (Zones) Chapter 3 (RE-15 Zone)

Background and Summary

7/19/2016 – Conditional Use Permit request for The Bridges PRUD was approved.

10/27/2020 – Parkside PRUD Phase 2B recorded.

The applicant is requesting preliminary approval of Parkside PRUD Phase 3 Subdivision in the RE-15 Zone. The proposed development consists of 16 lots with common area surrounding each lot.

The Parkside PRUD Phase 3 is part of the master planned community within the Wolf Creek Resort known as “The Bridges PRUD” which consists of a multi-phased development including six communities (364 units) with a variety of housing options and approximately 143 acres of open space. The proposed subdivision “Parkside PRUD Phase 3” is one of the three phases (72 units) in the Parkside community.

The Uniform Land Use Code of Weber County (LUC) §106-1-8(f) identifies the approval process for final subdivision approval. The proposed subdivision exceeds the amount of lots that can be administratively approved as part of a phasing process; therefore the final plat must be considered and approved by the County Commission after receiving a recommendation from the Planning Commission, at final approval. The proposed subdivision and lot configuration is in conformance with the current zoning, the approved PRUD and the Zoning Development Agreement Conceptual Land Use Plan as well as the applicable subdivision requirements as required in the LUC.

Analysis

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

Zoning: The subject property is located in the Residential Estate Zone more particularly described as the RE-15 zone.

The purpose and intent of the RE-15 zone is identified in the LUC §104-3-1 as:

“The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone.”

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the PRUD ordinance in LUC §108-5, and the applicable standards in the RE-15 zone (LUC §104-3) to ensure that the regulations and standards have been adhered to. The proposed subdivisions, with the recommended conditions listed in this staff report, are in conformance with county code. The following is a brief synopsis of the review criteria and conformance with the LUC.

Lot area, frontage/width and yard regulations: The proposed subdivision is one of several phases in the Parkside community and has received conditional use approval for “The Bridges PRUD” development.

The purpose and intent of a Planned Residential Unit Development (PRUD) is intended to “allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas” (LUC§ 108-5-2). Parkside Phase 3 PRUD utilizes the allowed flexibility with lots ranging in size from 3,887 square feet to 6,778 square feet, and lot widths ranging in size from approximately 49 feet to approximately 75 feet. The various lot sizes will allow for the future lot owners to build custom homes ranging from 2000 to 4000 square feet. The approved minimum single family yard setbacks for the PRUD are:

- Front Yard: 15 feet
- Side Yard: 7.5 feet
- Side; facing street on corner lot: 15 feet
- Rear Yard: 20 feet

Based on the allowed flexibility of a PRUD, the proposed layout, lot configurations and lot sizes are acceptable. In order to provide clear site standards, staff recommends adding the minimum setback standards on the final subdivision Mylar. A condition of approval has been added to staff’s recommendation to ensure the minimum setback standards are added to the final subdivision Mylar.

Ogden Valley Sensitive Lands Overlay Districts: The development area falls within an area identified as an “Important Wildlife Habitat Area” that is part of the Ogden Valley Sensitive Lands Overlay Districts (LUC§ 104-28). The proposed subdivision has been designed to ensure that development standards in this area shall follow the principles established regarding the location of buildings, structures, roads, trails and other similar facilities to protect important wildlife habitat and their functions including wildlife movement across areas dominated by human activities by limiting the areas of disturbance. A condition of approval has been added to staff’s recommendation to ensure a note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.

Common Area: The general requirements for a PRUD identify the need to preserve common open space. The proposed subdivision layout identifies common area surrounding all lots. The proposed common area for this phase follows the overall PRUD open space plan (exhibit C). This area will be required to be dedicated upon recording by one or more of the following methods:

- (1) Dedication of the land as Public Park or parkway system;
- (2) Granting to the county a permanent common open space easement on and over the said private open spaces to guarantee that the open spaces remain perpetually in access, parking, recreation or open space uses with ownership and maintenance being the responsibility of a home owners’ association established with articles of association and bylaws which are satisfactory to the county; or
- (3) Complying with the provisions of the Condominium Ownership Act, U.C.A. 1953, § 57-8-1 et seq., as amended, which provides for the payment of common expenses for the upkeep of common areas and facilities.

Any CC&R's will need to comply with the provisions of the Condominium Ownership Act, U.C.A 1953, §57-8-1 et seq. per LUC §108-5-6(d)(3) for the preservation, maintenance and ownership of the common area. Prior to receiving final approval of the subdivisions from the County Commission, the applicant will need to provide to the County a copy of the proposed CC&R's for review as well as a cash escrow to be held by Weber County for the proposed improvements including the amenities in the common area. The dedication language on the final plat will need to include language to grant ownership of the common area to the applicable ownership. A condition of approval has been added to ensure the final subdivision Mylar includes the correct dedication language for the common area located within the subdivision. A cost estimate for the improvements and a draft copy of any CC&R's will also be required prior to receiving final approval from the County Commission.

Natural Hazards Overlay Zone: The proposed subdivision is located in a Zone "X" as determined by FEMA to be an area determined to be outside 500-year floodplain.

A geotech study has been submitted. The study contains recommendations regarding soil stability and excavation requirements. All recommendations outlined in the submitted report shall be followed. A geologic hazards report is required prior to appearing before the Planning Commission for a recommendation of final approval. A note shall be added to the plat to notify the future property owners of the geologic and geotechnical report on file with the Weber County Planning Division. A slope analysis will need to be submitted, to ensure that any lots with a slope of 25% or greater will need to show a building envelope on the final plat.

Upon recording the final subdivision Mylar a separate "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to staff's recommendations to ensure that adequate notification is provided for future property owners regarding further development is noted on the subdivision Mylar.

Culinary water, irrigation water and sanitary sewage disposal: The applicant has provided a will-serve letter from the Wolf Creek Water and Sewer District for the culinary and irrigation water and sanitary sewer (see Exhibit B). The applicant will need to provide a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water for the expansion of the water system and water lines serving the subdivision prior to the subdivision receiving final approval from the County Commission. A condition of approval has been added to ensure that a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water prior to approval by the County Commission.

Review Agencies: The Weber County Surveyor's Office, and the Weber Fire District have reviewed the proposal and have provided the applicant with the additional items that will be required prior recording the final Mylar. The County Engineer has not yet reviewed this proposal. A condition of approval has been made part of staff's recommendations to ensure that any conditions of the applicable reviewing agencies are strictly adhered to.

Additional design standards and requirements: If the applicant would like to utilize the ability to have nightly rentals as an option allowed in the PRUD ordinance for the owner's in the Parkside Phase 3 PRUD, a note will need to be added to the final Mylar to declare that the subdivision is approved for nightly rentals. A condition of approval has been made part of staff's recommendations to ensure that if the applicant desires to allow nightly rentals as part of the Parkside Phase 3 PRUD, a note will be added to the final subdivision Mylar to provide notice of the approved nightly rental option.

Tax clearance: The 2021 property taxes have been paid in full. The 2022 property taxes will be due in full on November 30, 2022.

Staff Recommendation

Staff recommends preliminary approval of Parkside PRUD Phase 3 Subdivision, consisting of 16 lots located at approximately 4843 Howe Dr., Eden, UT, 84310. This recommendation is subject to all review agency requirements and the following conditions:

1. In order to provide clear site standards, staff recommends adding the minimum yard setback standards on the final subdivision Mylar including the "Side; facing street on corner lot" setback.
2. A note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.
3. The dedication language on the final Mylar will need to include language to grant ownership of the common area to the applicable ownership.
4. A cost estimate for the improvements and a draft copy of any CC&R's will be required prior to receiving final approval from the County Commission.
5. Prior to recording the final Mylar, all lots that are impacted by a geologic hazard will be identified on the final Mylar a note to provide notice that the final geologic and geotechnical reports are on file with Weber County Planning Division. A "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.
6. A construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water must be submitted to Weber County prior to approval by the County Commission.
7. A geo report shall be submitted prior to scheduling for a recommendation of final approval with the Planning Commission.
8. If the applicant desires, a note will be added to the final Mylar to provide notice of the approved nightly rental option.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan
2. The proposed subdivision complies with applicable county ordinances

Exhibits

- A. Subdivision Plat
- B. Will-serve letters

Area Map

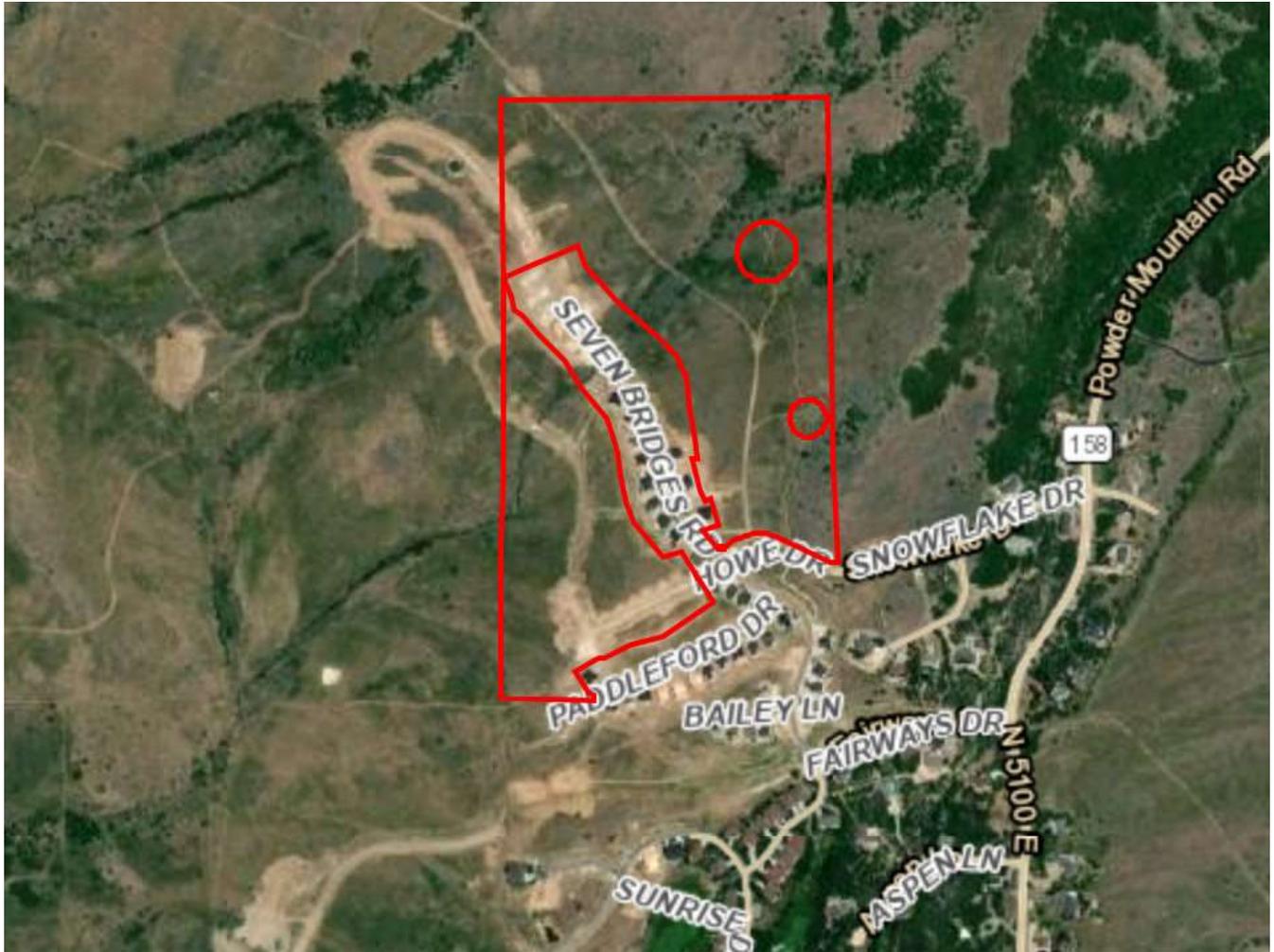


Exhibit A- Subdivision Plat

**PARKSIDE P.R.U.D PHASE 3
A PLANNED RESIDENTIAL UNITI DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH
SEPTEMBER 2022**



Exhibit B- Will-Serve Letters



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #235

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

Submission of the plans at the Weber County Building and Inspections Office shall be completed within 12 months from the date of this notice. If the plans have not been submitted and building permit issued, this Can and Will Serve commitment is considered expired.

Service is subject to scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

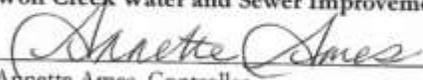
Culinary water, Secondary water and Sewer services to the above address(s) are subject to and contingent on the following:

1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulation by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Parkside Phase 3 Lot #236 Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

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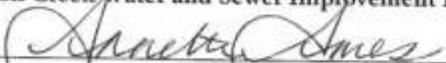
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Parkside Phase 3 Lot #237 Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #238

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

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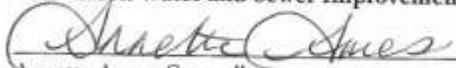
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #239

Eden, UT

To whom it may concern,

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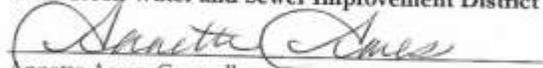
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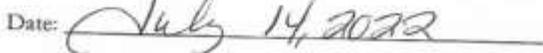
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: 

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #240

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
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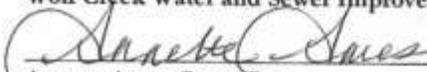
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: 



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #241

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
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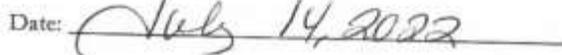
1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
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If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: 

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #242

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
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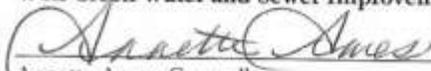
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Wolf Creek Water and Sewer Improvement District


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Date: July 14, 2022

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July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #243

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

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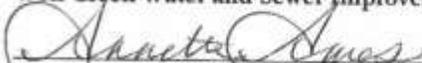
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July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #244

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

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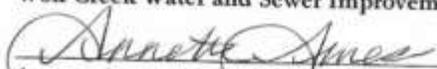
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July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #245

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

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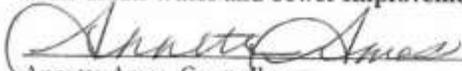
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July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #246

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

Submission of the plans at the Weber County Building and Inspections Office shall be completed within 12 months from the date of this notice. If the plans have not been submitted and building permit issued, this Can and Will Serve commitment is considered expired.

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Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

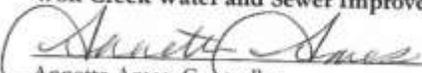
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1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulation by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #247

Eden, UT

To whom it may concern,

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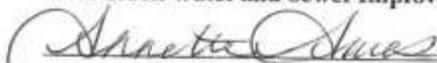
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2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Parkside Phase 3 Lot #248 Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

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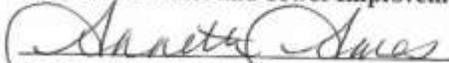
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #249

Eden, UT

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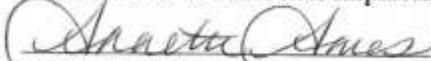
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Parkside Phase 3 Lot #250

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above referenced address(s). This Can and Will Serve commitment applies to the above referenced address only and is non-transferable.

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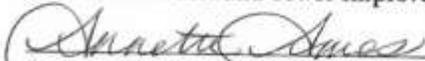
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on preliminary approval of The Grove Cabins PRUD Subdivision Phase 1, consisting of 11 lots.

Type of Decision: Administrative

Agenda Date: Tuesday, September 27, 2022

Applicant: John Lewis, Owner

File Number: UVG080922

Property Information

Approximate Address: 4553 N Seven Bridges Road, Eden, UT, 84310

Project Area: 9.07 acres

Zoning: Residential Estates (RE-15) Zone

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 22-006-00004

Township, Range, Section: T7N, R1E, Section 15 SW

Adjacent Land Use

North: Vacant	South: Vacant
East: Vacant/Mountainside PRUD site	West: Vacant/Homestead site

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov

Report Reviewer: SB

Applicable Land Use Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 3 (RE-15 Zone)

Background and Summary

7/19/2016 – Conditional Use Permit request for The Bridges PRUD was approved.

The applicant is requesting preliminary approval of The Grove Cabins PRUD Phase 1 Subdivision in the RE-15 Zone. The proposed development consists of 11 lots with common area, four private drives, and public road dedication.

The Grove Cabins PRUD Phase 1 is part of the master planned community within the Wolf Creek Resort known as “The Bridges PRUD” which consists of a multi-phased development including six communities (364 units) with a variety of housing options and approximately 143 acres of open space. The proposed subdivision “The Grove Cabins PRUS Phase 1” is one of the several phases (97 units) in the Grove Cabins community.

The Uniform Land Use Code of Weber County (LUC) §106-1-5 identifies the approval process for preliminary subdivision approval. The proposed subdivision exceeds the amount of lots that can be administratively approved as part of a phasing process; therefore the subdivision final plat must go through a preliminary and final approval by the County Commission after receiving a recommendation from the Planning Commission, at final approval. The proposed subdivision and lot configuration is in conformance with the current zoning, the approved PRUD and the Zoning Development Agreement Conceptual Land Use Plan as well as the applicable subdivision requirements as required in the LUC.

Analysis

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

Zoning: The subject property is located in the Residential Estate Zone more particularly described as the RE-15 zone.

The purpose and intent of the RE-15 zone is identified in the LUC §104-3-1 as:

"The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone."

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the PRUD ordinance in LUC §108-5, and the applicable standards in the RE-15 zone (LUC §104-3) to ensure that the regulations and standards have been adhered to. The proposed subdivisions, with the recommended conditions listed in this staff report, are in conformance with county code. The following is a brief synopsis of the review criteria and conformance with the LUC.

Lot area, frontage/width and yard regulations: The proposed subdivision is one of several phases in the Grove Cabins community and has received conditional use approval for "The Bridges PRUD" development.

The purpose and intent of a Planned Residential Unit Development (PRUD) is intended to "allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas" (LUC§ 108-5-2). The Grove Cabins Phase 1 PRUD utilizes the allowed flexibility with all 11 lots having an area of 1,838.5 square feet, and a width of 38.04 feet. There are no minimum yard setbacks for the Grove Cabins PRUD.

Based on the allowed flexibility of a PRUD, the proposed layout, lot configurations and lot sizes are acceptable. In order to provide clear site standards, staff recommends adding the zero minimum setback standards on the final subdivision Mylar. A condition of approval has been added to staff's recommendation to ensure the minimum setback standards are added to the final subdivision Mylar.

Ogden Valley Sensitive Lands Overlay Districts: The development area falls within an area identified as an "Important Wildlife Habitat Area" that is part of the Ogden Valley Sensitive Lands Overlay Districts (LUC§ 104-28). The proposed subdivision has been designed to ensure that development standards in this area shall follow the principles established regarding the location of buildings, structures, roads, trails and other similar facilities to protect important wildlife habitat and their functions including wildlife movement across areas dominated by human activities by limiting the areas of disturbance. A condition of approval has been added to staff's recommendation to ensure a note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.

Common Area: The general requirements for a PRUD identify the need to preserve common open space. The proposed subdivision layout identifies common area surrounding all lots. The proposed common area for this phase follows the overall PRUD open space plan (exhibit C). This area will be required to be dedicated upon recording by one or more of the following methods:

- (1) Dedication of the land as Public Park or parkway system;
- (2) Granting to the county a permanent common open space easement on and over the said private open spaces to guarantee that the open spaces remain perpetually in access, parking, recreation or open space uses with ownership and maintenance being the responsibility of a home owners' association established with articles of association and bylaws which are satisfactory to the county; or
- (3) Complying with the provisions of the Condominium Ownership Act, U.C.A. 1953, § 57-8-1 et seq., as amended, which provides for the payment of common expenses for the upkeep of common areas and facilities.

Any CC&R's will need to comply with the provisions of the Condominium Ownership Act, U.C.A 1953, §57-8-1 et seq. per LUC §108-5-6(d)(3) for the preservation, maintenance and ownership of the common area. Prior to receiving final approval of the subdivisions from the County Commission, the applicant will need to provide to the County a copy of the proposed CC&R's for review as well as a cash escrow to be held by Weber County for the proposed improvements including the amenities in the common area. The dedication language on the final plat will need to include language to grant ownership of the common area to the applicable ownership. A condition of approval has been added to ensure the final subdivision Mylar includes the correct dedication language for the

common area located within the subdivision. A cost estimate for the improvements and a draft copy of any CC&R's will also be required prior to receiving final approval from the County Commission.

Natural Hazards Overlay Zone: The proposed subdivision is located in a Zone "X" as determined by FEMA to be an area determined to be outside 500-year floodplain.

A geologic study has not yet been submitted. This will be required prior to appearing before the Planning Commission for a recommendation of final approval. A note shall be added to the plat to notify the future property owners of the geologic and geotechnical report on file with the Weber County Planning Division. A slope analysis will need to be submitted, to ensure that any lots with a slope of 25% or greater will need to show a building envelope on the final plat.

Upon recording the final subdivision Mylar a separate "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to staff's recommendations to ensure that adequate notification is provided for future property owners regarding further development is noted on the subdivision Mylar.

Culinary water, irrigation water and sanitary sewage disposal: The applicant has provided a will-serve letter from the Wolf Creek Water and Sewer District, for each lot, for the culinary and irrigation water and sanitary sewer (see Exhibit B). The applicant will need to provide a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water for the expansion of the water system and water lines serving the subdivision prior to the subdivision receiving final approval from the County Commission. A condition of approval has been added to ensure that a construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water prior to approval by the County Commission.

Review Agencies: The Weber County Surveyor's Office, and the Weber Fire District have reviewed the proposal and have provided the applicant with the additional items that will be required prior recording the final Mylar. The County Engineer has not yet reviewed this proposal. A condition of approval has been made part of staff's recommendations to ensure that any conditions of the applicable reviewing agencies are strictly adhered to.

Additional design standards and requirements: If the applicant would like to utilize the ability to have nightly rentals as an option allowed in the PRUD ordinance for the owner's in The Grove Cabins PRUD Phase 1, a note will need to be added to the final Mylar to declare that the subdivision is approved for nightly rentals. A condition of approval has been made part of staff's recommendations to ensure that if the applicant desires to allow nightly rentals as part of The Grove Cabins PRUD Phase 1, a note will be added to the final subdivision Mylar to provide notice of the approved nightly rental option.

Tax clearance: The 2021 property taxes have been paid in full. The 2022 property taxes will be due in full on November 30, 2022.

Staff Recommendation

Staff recommends preliminary approval of The Grove Cabins PRUD Phase 1 Subdivision, consisting of 11 lots located at approximately 4553 N Seven Bridges Road, Eden, UT, 84310. This recommendation is subject to all review agency requirements and the following conditions:

1. In order to provide clear site standards, staff recommends adding the minimum yard setback standards on the final subdivision Mylar including the "Side; facing street on corner lot" setback.
2. A note providing adequate notice of the Important Wildlife Habitat area and the development standards that are required will be added to the final subdivision Mylar.
3. The dedication language on the final Mylar will need to include language to grant ownership of the common area to the applicable ownership.
4. A cost estimate for the improvements and a draft copy of any CC&R's will be required prior to receiving final approval from the County Commission.
5. Prior to recording the final Mylar, all lots that are impacted by a geologic hazard will be identified on the final Mylar a note to provide notice that the final geologic and geotechnical reports are on file with Weber County Planning Division. A "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.
7. A construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water must be submitted to Weber County prior to approval by the County Commission.
8. If the applicant desires, a note will be added to the final Mylar to provide notice of the approved nightly rental option.

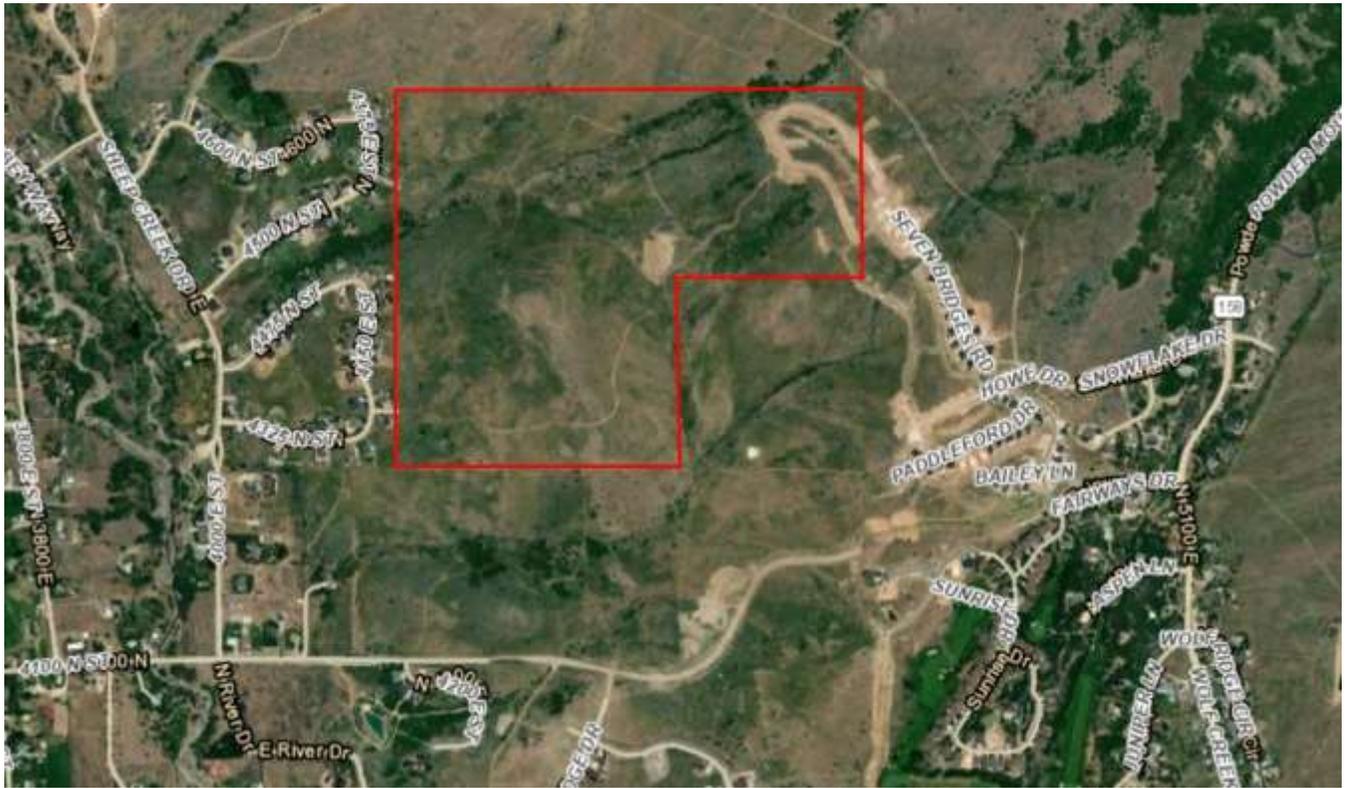
This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan
2. The proposed subdivision complies with applicable county ordinances

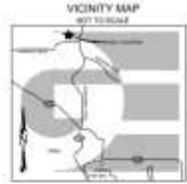
Exhibits

- A. Subdivision Plat
- B. Will-serve letters

Area Map



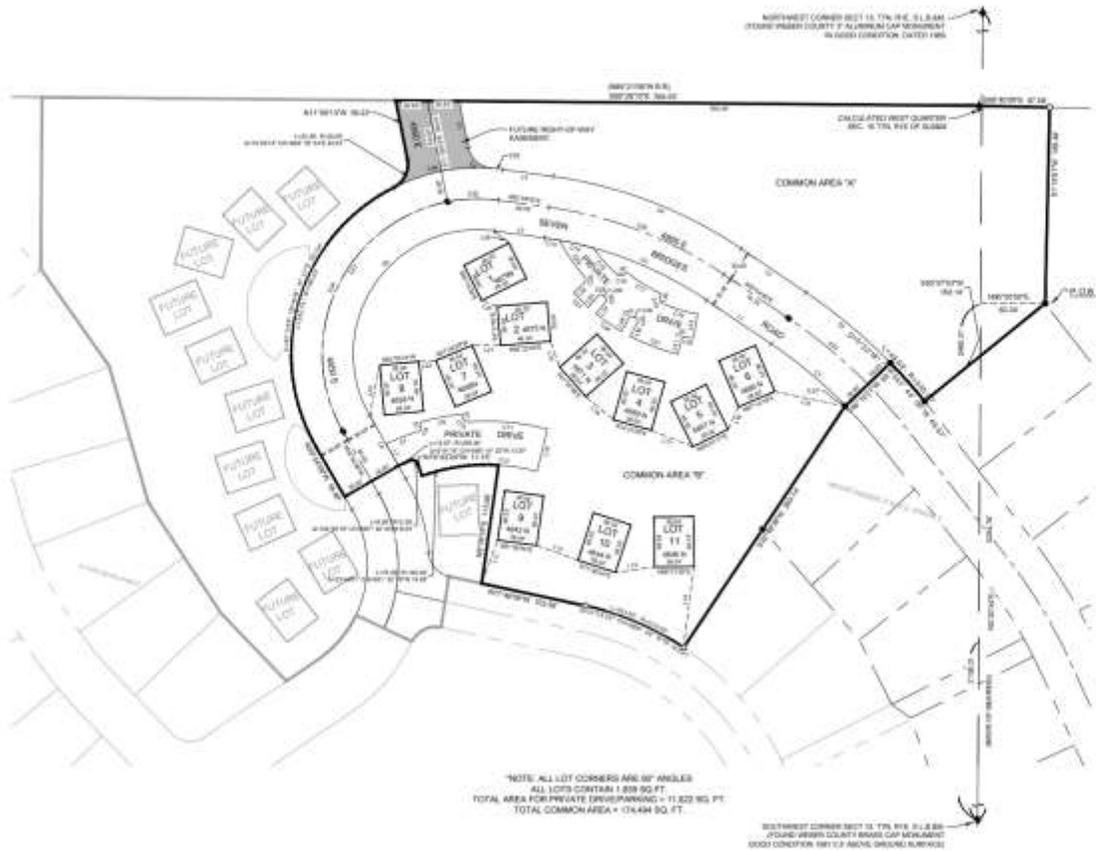
THE GROVE CABINS P.R.U.D. PHASE 1
 LOCATED IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16,
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEBER COUNTY, UTAH
 AUGUST 2022



- LEGEND**
- ◆ WEBER COUNTY MANAGEMENT ADVERTISED
 - SET OF RECORD MAP OR
 - SUBDIVISION RECORDING
 - SURVEY MARK AND/OR
 - BOUNDARY CORNER ENCLOSURE
 - SUBDIVISION BOUNDARY
 - LOT LINE
 - - - - - BOUNDARY BARRIERS
 - - - - - SECTION LINE
 - - - - - STREET CENTERLINE
 - ▬ FUTURE RIGHT-OF-WAY CORRIDOR

NOTES

1. THE APPROXIMATE MARGINAL SINGLE-FAMILY YARD DISTANCE IS 40 FT.
2. OTHER AVAILABLE LOT AREAS AS SHOWN HEREON, SUBJECT PROPERTY FALLS WITHIN OTHER AREAS FOR FUTURE MAP FILE REVISIONS AND ARE DATED BY DATE OF 2022.
3. MOSTLY VISUAL AND BLOSSOM.
4. INTERFERENCE, P.A.S.D. NUMBER 111 LOCATED IN AREA A NATURAL SHADOWER AREA, IS DETECTED IN THIS PROJECT. THIS NUMBER IS DETECTED AS A P.S.D. IN THIS LOT. CONTACT WITH AN "X" MARK, REQUIRE FOR THIS SHADOWER AND DETECTED IN THIS PROJECT. REVISIONS FROM TO BE DETERMINED BY THE PLANNING DEPARTMENT FOR A LATER DATE. BARRIERS PERMIT THE PARKING IS AVAILABLE FOR PUBLIC USE BY THE WEBER COUNTY PLANNING DEPARTMENT OFFICE.
5. ALL AREAS NOT WITHIN THE BOUNDARY OF THE TRACTS AND UNIMPROVED LOTS AND COMMON AREAS AND FACILITIES, CERTAIN OF WHICH ARE NOT APPLICABLE TO THE PROJECT. HOWEVER, ANY AREAS NOT TO THE LOTS AND PROPERTY BARRIERS FOR THE ENCROACHMENT OF SPACE OF THE BUILDING. THE ENCROACHMENT IS REQUIRED FOR THE USE OF THE LOT TO WHICH IS APPLICABLE.



*NOTE: ALL LOT CORNERS ARE 90° ANGLES
 ALL LOTS CONTAIN 1,000 SQ. FT.
 TOTAL AREA FOR PRIVATE DRIVE/PARKING = 11,822 SQ. FT.
 TOTAL COMMON AREA = 134,494 SQ. FT.

NORTHWEST CORNER SECT 15, T7N, R1E, S11.8M
 (FROM WEBER COUNTY'S ORIGINAL MAP SUBMITTED
 TO BUREAU OF LAND MANAGEMENT, DATED 1986)



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision Grove Cabins Phase 1 Lot #1 Eden, UT

To whom it may concern,

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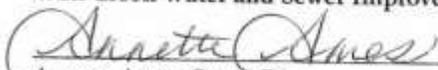
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022



July 14, 2022

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

The Bridges Subdivision

Grove Cabins Phase 1 Lot #11

Eden, UT

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- Culinary water will be provided under water right E5492, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

Submission of the plans at the Weber County Building and Inspections Office shall be completed within 12 months from the date of this notice. If the plans have not been submitted and building permit issued, this Can and Will Serve commitment is considered expired.

Service is subject to scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

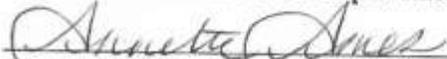
Culinary water, Secondary water and Sewer services to the above address(s) are subject to and contingent on the following:

1. Compliance with the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies and procedures may change from time to time.
2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulation by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: July 14, 2022

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Public hearing for consideration and action on a request for a recommendation to the County Commission regarding an amended development agreement for the CW Basin property at Old Snowbasin Road and Highway 39, Huntsville.
Application Type:	Legislative
Agenda Date:	Tuesday, September 27, 2022
Applicant:	CW The Basin
File Number:	ZDA 2022-02

Property Information

Approximate Address:	947 E Old Snow Basin Rd
Zoning:	FR-3
Existing Land Use:	Vacant
Proposed Land Use:	Residential

Adjacent Land Use

North:	Residential	South:	Residential
East:	Residential	West:	Residential

Adjacent Land Use

Report Presenter:	Steve Burton sburton@webercountyutah.gov 801-399-8766
Report Reviewer:	RG, CE

Development History

On January 25, 2022, the CW Basin property was rezoned from CVR-1 to FR-3 through an ordinance and development agreement approved by the County Commission. The current development agreement restricts the use of the property to ten detached single family dwellings with short term rentals prohibited. Since the time the original development agreement was recorded, the property owner and a third party have discussed the possibility of transferring some of the development rights that originally existed under the CVR-1 property. Under this proposal, the county will receive funds from the third party for the improvement of the intersection of Old Snowbasin Road and Highway 39.

Summary

The request is to specify in the development agreement that the owner has 54 density rights that will be banked on a specific property, that the developer owns, that will be transferred to a third party. The third party has agreed to provide the county with the funds for the intersection improvements that are needed as a result of several recent developments. The 54 density rights are based off a density of 20 units per acre from the original CVR-1 zoning, which ended up totaling 64 units. Since the owner has already platted 10 units, they are requesting the ability to bank 54 units.

Recently, there have been public discussions about what the Utah State Code allows when it comes to transferable development rights. Section 17-27a-509.7 states the following:

- (1) A county may adopt an ordinance:
 - (a) designating sending zones and receiving zones within the unincorporated area of the county; and
 - (b) allowing the transfer of a transferable development right from a sending zone to a receiving zone.
- (2) A county may not allow the use of a transferable development right unless the county adopts an ordinance described in Subsection (1).

Under this proposed development agreement, the use of a transferrable development could not happen until the county has adopted an ordinance that designates sending and receiving zones. The proposed development agreement amendment would simply allow the developer to bank development rights.

Analysis

When legislative amendments such as development agreements, are proposed, the Planning Commission and County Commission should consider the goals and policies of the general plan as well as public benefits to such agreements.

When this property was rezoned earlier this year, a finding was that the proposed area was designated as a village on the general plan village location map. The County Commission deemed the project to be a residential village, and the rezone from commercial to residential was approved. The County Commission restricted this portion of the village to only 10 detached single family dwellings. It is recommended that the Planning Commission and County Commission consider whether allowing a developer to bank their units, and not yet develop them, complies with the general plan.

The general plan states the following regarding TDRS.

Land Use Implementation 1.1.1: Weber County will support the transfer of existing development rights (TDRs) as the primary means to increase densities in suitable project areas while proportionately decreasing density in other areas. Incentives – such as reduced road cross sections and other cost-saving measures for master-planned developments – should be proposed to reduce development intensities and as the primary means to incentivize the purchase and transfer of development rights. Bonus density should be used sparingly, and only in the event minimal bonuses can be leveraged for significant and meaningful advancement of the goals and principles of this plan. Development rights include residential (e.g. townhouses, single family detached units, etc.) and non-residential development rights (e.g. hotel units, accessory dwelling units, retirement center units, etc.).

The legislative body may find that, by originally restricting the CW subdivision to 10 lots, the county effectively decreased density in this area. If the developer can bank the 54 unused dwelling rights, they may be able to transfer them to a suitable area that can be defined once the sending and receiving areas are established.

The legislative body may also find that, the 54 units should remain in this village area and can be sent to the parcel to the east, as that parcel is zoned appropriately for a residential village and is currently undeveloped. Several nearby residents originally opposed the rezone to FR-3, but stated they support a village conceptually. If this area is intended to be a residential village, then the development rights should not be sent outside of this village.

Further, the legislative body may find that by restricting the CW subdivision to 10 lots, the county effectively retired the remaining development rights, which would mean no development rights exist to be able to transfer.

Summary of Planning Commission Considerations

In reviewing a proposed development agreement, the Planning Commission and County Commission may consider, but shall not be limited to considering, the following:

1. Whether the proposal advances the goals and policies of the Ogden Valley General Plan.
2. Public impacts and benefits.
3. Adequacy in the provision of all necessary public infrastructure and services.
4. Appropriateness and adequacy of environmental protection measures.
5. Protection and enhancements of the public health, welfare, and safety, beyond what is provided by the existing land use ordinances.

Recommendation options

Staff offers the following as optional recommendations to the County Commission, in making their recommendation to the County Commission.

Option 1. The Planning Commission recommends denial of the proposal based on the following findings:

1. The banking of development rights to send outside of this village does not comply with the general plan because this area is considered a residential village and needs rooftops to support that designation.

Option 2. The Planning Commission recommends approval of the proposal based on the following findings:

1. The proposal is in the public interest because it will result in intersection improvements along Old Snowbasin road and Highway 39.
2. The proposal complies with the general plan by allowing the owner to bank units, and build them in areas that the county deems appropriate in the future. The County Commission decreased the built density in this village by limiting development potential on this piece to 10 units because this area was deemed unsuitable for village-type density. The only other area to be developed in this "village" is 1.78 acres across the street (east) which cannot currently support village-type density, therefore the remaining units should be transferred outside of this village and built when the county codes allow it.

Exhibits

Exhibit A – Proposed Draft Development Agreement

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

CW THE BASIN, LLC,

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

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DEVELOPMENT AGREEMENT

The Basin

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and CW The Basin, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Project is currently zoned CVR-1 with a base density of 64 residential rights, and Developer desires to rezone the Project to the FR-3 zone, which carries an identical base density, consistent with the terms and provisions contained herein; and

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as Huntsville. Key components of the Project include ten (10) detached single-family residential dwellings; and

WHEREAS, The ~~Developer's~~County's objective is to ~~cause Developer to develop and improve ten (10) single family lots that~~ensure the development of 10 (ten) single-family lots is complementary to the character of the community and is financially successful; and

WHEREAS, The Developer desires to reserve the residual residential development rights, equaling 54 rights, ~~(the "Residual Density")~~, for potential transfer to another receiving parcel(s) ~~should upon the County's enactment of the pending~~ land use mechanism to allow for such ~~transfer in the future~~transfers; and

WHEREAS, The County desires to timely draft, review, and approve the pending land use mechanism to allow for the transfer of the Residual Density to another receiving parcel(s); and

WHEREAS, The County, Developer, and at least one (1) other third-party developer have entered into preliminary discussions to finalize a structure by which the ~~Residential~~residual Density can be transferred to another receiving parcel(s) and an intersection will be widened, in the interest of the general public's health and safety, at no cost to the County; and

WHEREAS, The County, Developer, and at least one (1) other third-party developer desires to realize the structure identified in the immediately preceding Recital; and

WHEREAS, The County's objective is to approve only 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; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general location and layout of the Project is contained in **Attachment B** Preliminary Plan.

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

AGREEMENT

1. Effective Date, Expiration, Termination.

- 1.1. **Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. **Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. **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:
 - 1.3.1. The term of this Agreement expires;
 - 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
 - 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement.
- 1.4. After the expiration or termination of this agreement, the development and use restrictions of Section 7 herein shall prevail as legislatively adopted land use restrictions. Typical legislative action, [pursuant to all applicable County and State codes, ordinances, and legislation](#), shall be required to make changes thereto.

2. 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 their ordinary and common meaning. When not inconsistent 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 be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 2.1. **Adjacent Property.** "Adjacent Property" means that existing subdivision located to the South and West of the Project.
- 2.2. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.3. **Association.** "Association" shall have the meaning given to such term in Utah Code Ann. §57-8a-102(2).
- 2.4. **Base density.** "Base Density" means the number of dwelling units allowed in an area as measured by dividing the applicable lot or parcel's gross area by the minimum lot area standard as defined by the applicable zoning classification.
- 2.5. **County.** "County" means Weber County, Utah.
- 2.6. **Developer.** "Developer" means CW The Basin, LLC, or its Assignees as provided in Section 11 of this Agreement.
- 2.7. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.8. **Force Majeure Event.** "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 a governmental or judicial authority.

- 2.9. **Parties.** "Parties" means the Developer and the County.
- 2.10. **Project.** "Project" means The Basin subdivision as set forth in the Attachment B hereto.
- 2.11. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.12. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.13. **Short-Term Rental.** The rental of a sleeping room, apartment, dwelling unit, or dwelling for a time period of less than 30 days.
- 2.14. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.15. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Omitted

4. Project Description.

Ten (10) detached single-family residential lots.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B.

6. Vesting.

- 6.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.
- 6.2. Both County and Developer agree that the Base Density of the Project Site, upon rezone to the Forests Residential Zone (FR-3), equals 64 residential development rights. [Further the County](#)

and Developer agree that the Residual Density shall be transferred to one or more ~~an adjoining~~ parcel(s) on a one-to-one basis.

- 6.3.** Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.
- 6.4.** The Developer acknowledges that the County is restricted in its authority to limit its police power 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 of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 6.5.** The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Project Site and Project.

7. Development and Use Restrictions.

- 7.1. Use of Property.** The use of the Project shall be limited to ten (10) detached single-family residential lots.
- 7.2. Use of Residual Development Rights.** The use of the ~~residual 54 residential development rights~~ Residual Density may not be developed on the Project Site, but may be land banked on the Project Site by Developer for ~~potential~~ transfer to another receiving parcel(s) ~~should~~ upon the County's enactment of the pending land use mechanism to allow for such ~~transfer in the future~~ transfers.
- 7.3. Short-Term Rentals.** Short-Term Rentals are expressly prohibited.

8. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections

specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 8.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 8.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
 - 8.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
 - 8.2.2. De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the FR-3 rezone, and are routine and uncontested.

9. OMITTED

10. OMITTED

11. General Provisions.

- 11.1. Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
 - 11.1.1. Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with County Laws.
- 11.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

11.6. 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.

11.7. Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer’s ability to redress the effect.

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:

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 Developer:

CW The Basin, LLC
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

12.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time

by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

13. Default and Remedies.

- 13.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 13.2. Remedies.** The 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. In addition, the County may withhold any permits from the Project.
- 13.3. Dispute Resolution Process.**
- 13.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) 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) Developer shall send 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.
- 13.3.2. 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. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. 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.

14. Entire Agreement.

This Agreement, together with all Attachments 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. 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)

SIGNATORIES

“County”

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

By: _____

Scott K. Jenkins
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Attachment A

Project Area Legal Description and Graphic Depiction

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 39, SAID POINT BEING S89°36'46"E 477.61 FEET AND S00°23'14"W 2.34 FEET FROM THE FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY LINE, A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1959.86 FEET, AN ARC LENGTH OF 254.84 FEET, A DELTA ANGLE OF 07°27'01", A CHORD BEARING OF S80°41'48"E, AND A CHORD LENGTH OF 254.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD SNOW BASIN ROAD; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) S04°48'23"W 313.97 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1134.18 FEET, AN ARC LENGTH OF 117.20 FEET, A DELTA ANGLE OF 05°55'15", A CHORD BEARING OF S07°46'00"W, AND A CHORD LENGTH OF 117.15 FEET TO THE NORTH LINE OF CHALETS AT SKI LAKE PHASE 1; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: (1) N77°56'06"W 194.61 FEET; (2) N77°56'13"W 271.39 FEET TO THE EAST LINE OF CHALETS AT SKI LAKE PHASE 3; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: (1) N12°03'47"E 156.02 FEET; (2) S77°56'13"E 158.81 FEET; (3) N13°01'42"E 260.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 39 AND TO THE POINT OF BEGINNING.

And also including half of the street right-of-way immediately adjacent to the legal description

CONTAINING 144,146 SQUARE FEET OR 3.309 ACRES MORE OR LESS.

