



WESTERN WEBER PLANNING COMMISSION MEETING

MEETING AGENDA

October 14, 2025

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



- Pledge of Allegiance
- Roll Call:

1. Minutes: August 12, 2025, September 9, 2025 and September 16, 2025

Petitions, Applications, and Public Hearings:

2. Administrative items

2.1 DR 2025-12: Request for approval on a design review application to construct two new buildings with parking and landscaping.

Applicant Brett Preslar; Staff Presenter: Felix Lleverino

2.2 DR 2025-07: Request for design review approval for a 23,800 square-foot fabrication shop located at 8052 W 900 S, Ogden, UT, 84404 in the Manufacturing (M-1) Zone.

Applicant: Nate Christensen; Staff Presenter: Tammy Aydelotte

3. Legislative Items

3.1 ZDA2025-03: A public hearing, discussion, and possible decision regarding an amendment to the zoning map that would expand the boundary of the C-2 zone within the property located at approximately 1402 South 4700 West. The expansion of the C-2 zone boundary is intended to cover the entire 2.06-acre parcel.

Applicant: Dale Jordan; Staff Presenter - Felix Lleverino

3.2 ZMA2025-05: A public hearing, discussion, and possible decision regarding an applicant to rezone the Halcyon Estates subdivision from the Agricultural (A-1) zone to the Residential (R1-15) zone.

Applicant: Keith Ward; Staff: Charlie Ewert

4. Public Comment for Items not on the Agenda:

5. Remarks from Planning Commissioners:

6. Planning Director Report:

7. Remarks from Legal Counsel

Adjourn to Work session:

WS1: A discussion on a General Plan Amendment to the Water Conservation goals.

Presenter: Felix Lleverino.

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

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371 before the meeting if you have questions or comments regarding an item.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8371

Meeting Procedures

Outline of Meeting Procedures:

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

Role of Staff:

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

Role of the Applicant:

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

Role of the Planning Commission:

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

Public Comment:

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

Planning Commission Action:

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

Commenting at Public Meetings and Public Hearings

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

Address the Decision Makers:

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

Speak to the Point:

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

Handouts:

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

Remember Your Objective:

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

Minutes of the Meeting of the Western Weber Planning Commission for August 12, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

Western Weber Planning Commissioners Present: Andrew Favero (Chair), Casey Neville (Vice Chair), Wayne Andreotti, Cami Jo Clontz, Jed McCormick, Emily Rogers, and Sara Wichern

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

Roll Call: Chair Favero conducted roll call and indicated all Commissioners were present; he introduced new Commissioner Emily Rogers and thanked her for her willingness to volunteer for this role. .

1. Updates: Inland Port in West Weber; presenters Stephanie Pack and Stephanie Russell

Scott Wolford, Vice President of Business Development for the Utah Inland Port Authority, provided the Commission with an update regarding recent activities associated with the Inland Port project; the Utah Inland Port Authority is spearheading the development, which aims to provide increased industrial space, infrastructure improvements, and economic benefits for the region. Mr. Wolford and Stephanie Russell, Weber County Economic Development Director, discussed the creation of a tax increment financing structure that will freeze the existing property tax base for 25 years while allowing for the reinvestment of any increased tax revenues back into the area. This funding mechanism is designed to support infrastructure development, which is crucial given the anticipated growth in the region.

Commissioners expressed interest in ensuring that the types of industries attracted to the area align with community goals, particularly regarding job diversity and wage levels. The Inland Port Authority is actively pursuing advanced manufacturing and low-energy industries, with a focus on attracting companies that can provide high-wage jobs and contribute positively to the local economy.

2. Minutes: May 13, June 3, and June 10, 2025

Chair Favero introduced the minutes of the May 13, June 3, and June 10, 2025 meetings. Commissioner Wichern referenced the June 10 meeting minutes and indicated that all comments that were cited as having come from Commissioner Clontz actually came from herself. Chair Favero asked staff to correct the errors and declared the minutes approved as amended.

3. Consent items:

3.1 CUP 2025-13: Request for approval of a conditional use permit for a new sewer lift station and water storage called the Promontory Lift Station and Promontory Water Storage located at 6137 W 900 S, Unincorporated Ogden.

Commissioner Wichern moved to pull application CUP 2025-13 from the consent agenda. Vice Chair Neville seconded the motion; all voted in favor.

Chair Favero declared the item is not an administrative item, rather than a consent item.

A staff memo from Planner Lleverino explained the applicant is requesting approval for a conditional use permit to allow for the construction of an emergency water storage tank and regional sewer lift station within the M-T zone. Both pieces of infrastructure are required under the Promontory Commerce Center development agreement between BlackPine and Weber County. The application is being processed as 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 and design reviews. The memo summarized staff's review of the application to determine compliance with the following:

- General Plan;
- Zoning guidelines;
- Conditional use standards; and
- Design review recommendations.

The memo and concluded staff recommends approval of this conditional use application subject to the applicant meeting the conditions of approval in this staff report and any other conditions required by the Planning Commission. This recommendation is subject to all review agency requirements and is based on the following condition:

1. Any work within the ROW will need an excavation permit.

This recommendation is based on the following findings:

- The proposed use is allowed in the M-T Zone and meets the appropriate site development standards.
- The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

Commissioner Wichern inquired as to the service area for the water tank and lift station. Economic Development Director Russell explained Public Infrastructure Districts (PIDs) are created by State statute and the guiding documents for the PID list the entities that will be receiving the infrastructure improvements once they are built. The sewer lift station will go to the Central Weber Sewer District and the water tank will go to West Warren Water District. Commissioner Wichern asked if that means that any property owner living in the boundaries of those service districts will benefit from the improvements. Ms. Russell answered yes. She stated that the development agreement governing the project indicates that the lift station must be a 'regional' system. Ultimately, as the development in the inland port occurs, anyone seeking to connect to that new infrastructure will pursue that connection through the governing body for the respective district.

Commissioner Andreotti inquired as to the size of the properties where the lift station and water tank will be built. Ms. Russell stated the lift station and sewer line will be located within the 12th Street right of way and the water tank will consume approximately 0.6 acres of land on the Promontory Commerce Center project area. The parcel of property that will be dedicated to the West Warren Water District for the water tank will be larger than 0.6 acres.

Commissioner Wichern moved to approve CUP 2025-13, a conditional use permit for a new sewer lift station and water storage called the Promontory Lift Station and Promontory Water Storage located at 6137 W 900 S, Unincorporated Ogden, based on the findings and subject to the conditions listed in the staff report. Commissioner Andreotti seconded the motion. Commissioners Andreotti, Clontz, McCormick, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 7-0).

4. Administrative items:

4.1 4.1 LVM070725: Consideration and action on a request for preliminary subdivision approval of the Martini Legacy Subdivision Phases 1, 2. A proposal to develop a 40-acre parcel into 116 single-family lots. Staff Presenter: Felix Lleverino

Planning Director Grover advised the Commission on their responsibility when dealing with Administrative applications. He noted that the format of Planning Commission meetings has changed; applicants will now present first, after which the Commission will hear from Planning staff.

Chair Favero invited input from the applicant.

Dave Laloli, 2273 N. 2825 W., Plain City, introduced the Martini Legacy Subdivision, which received zoning approval in June of this year. He noted that 1400 South will be the main access point for the subdivision, but he also discussed other connection points to the subdivision on 4300 West and 1800 South through existing subdivisions. The project will have 116 lots, 114 of which are new, and it complies with all zoning regulations to his understanding.

Vice Chair Neville asked if 1400 South will be improved all the way to 3500 West on the half of the road closest to the subdivision. Mr. Laloli answered yes.

Planner Lleverino then reviewed his staff memo, which summarized the request for preliminary approval of the Martini Legacy Subdivision, phases 1 and 2. The development plan subdivides a 40-acre parcel into 116 single-family dwelling lots. The streets throughout the development will be made public, complete with curb, gutter, sidewalk, and street trees. The proposal has been reviewed against the zoning development agreement, the current subdivision ordinance, and the standards in the R1-15 zone. As part of the preliminary plan requirements and approval procedure, the preliminary plan must be presented to the Planning Commission for their recommendation.

Mr. Lleverino summarized staff's review of the application to determine compliance with the following:

- General Plan;
- Zoning guidelines;
- Culinary water, pressurized irrigation water, and sanitary sewer regulations;
- Geotechnical study recommendations;
- Neighborhood connectivity;
- Required contributions to the Parks District;
- Additional standards and development agreement; and
- Recommendations from review agencies.

Mr. Lleverino then concluded staff recommends preliminary approval of the Martini Legacy Subdivision Phases one and two, consisting of 116 single-family lots. This recommendation is based on all review agency requirements and the following conditions:

1. Taylor West Weber Water District shall provide a capacity assessment letter or a final will-serve letter before final approval from the Planning Division
2. Hooper Irrigation shall provide a capacity assessment letter or final will-serve letter before final recommendation from the Planning Division.
3. Proof of satisfactory contribution towards parks and open space is required before each phase is recorded.
4. The civil drawings shall include trees and ground cover materials within the shoulder of the pathway.
5. Developer is required to show compliance with the recorded development agreement.
6. The civil drawings shall comply with all Weber County Engineering requirements.

The following findings are the basis for the staff recommendation:

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

Commissioner Wichern asked if curb and gutter will be installed on both the north and south side of 1400 South as part of this project, or just the south side. Mr. Lleverino answered just the south side. Commissioner Wichern asked if County Engineering has reviewed the application and civil drawings yet. Mr. Lleverino answered yes and indicated they have provided some feedback and comments. Commissioner Wichern stated the markings on the drawings identifying access points that are compliant with the Americans with Disabilities Act (ADA) are dated and should be updated. Mr. Lleverino stated he will follow up with County Engineering on that matter.

Vice Chair Neville stated the project includes a water detention basin, but it was his understanding the County was trying to move away from including detention basins from projects. Mr. Lleverino stated that is the case for retention basins, but detention basins will be included if required. Vice Chair Neville asked who determines if a detention basin would be needed, to which Mr. Lleverino answered County Engineering.

The Commission engaged in brief high-level discussion about miscellaneous elements of the preliminary plat, such as pathways in the project; connectivity to existing subdivisions and building through streets;

Vice Chair Neville moved to approve LVM070725, a request for preliminary subdivision approval of the Martini Legacy Subdivision Phases 1, 2. A proposal to develop a 40-acre parcel into 116 single-family lots, based on the findings and recommendations of review agencies, and subject to the conditions listed in the staff report. Commissioner McCormick seconded the motion. Commissioners Andreotti, Clontz, McCormick, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 7-0).

5. Public Comment for Items not on the Agenda:

Douglas Hansen, 164 S. 3600 W., West Weber, stated that as the Planning Commission is considering subdivision applications, they should be requiring the developer to address how their project will impact neighboring properties. This is not necessary just

existing subdivisions or developments, but also undeveloped properties that will be impacted by any type of development. He cited the River Bend development in West Weber and noted that he has spoken to a neighboring property owner of that development and has learned he has been impacted significantly in terms of water delivery challenges. Unfortunately, that matter was not addressed when the subdivision was initially approved and the individual was forced to deal with the developer after the fact to have the problem mitigated. Additionally, the open space in that same subdivision is now a weed farm and when those weeds go to seed, they drift into the neighboring property owner's farmland and contaminate his crops. He also touched on issues with drainage in other subdivisions and recommended that the Planning Commission ask developers about these types of matters in the future. Developers should be approaching adjacent property owners to discuss their project with them before any approval is given. He discussed the Gibson subdivision and the extensive discussion the Commission had about some of the bridges that will span the Weber River in the project. He has learned that one of those bridges will impact his family's property, but the developer had not researched that matter before seeking approval from the Commission. This will need to be addressed and resolved by the developer. The final instance he cited impacted his brother's property; a project area map that was prepared by a developer did not match the survey of the area and the adjacent property owners were forced to address the issue to ensure development in the proper envelope of land.

6. Remarks from Planning Commissioners:

Vice Chair Neville thanked Mr. Hansen for his comments and stated he appreciates the input, but some of the suggestions made are not within the Planning Commission's scope to address. He feels that the County Engineering staff should be reviewing some of the matters dealing with water infrastructure and water delivery, as well as proper drainage from a project area. Planning Director Grover agreed and stated that some recent adjustments to State land use laws have eliminated some of the authority of Planning Commissions and planning staff; for example, the County can no longer require an escrow or financial guarantee for open space unless it is within the public right of way. The County can cite a property owner for allowing noxious weeds to grow, but it is difficult to address poor maintenance of open space areas in cluster subdivisions without an escrow or financial guarantee. Chair Favero stated that is why it is his opinion that it is more productive to develop the open space for something more productive. Mr. Grover agreed and added another alternative would be to have the open space be part of the parks district, so they can take care of the maintenance of the open space.

Commissioner Wichern also thanked Mr. Hansen for his comments. She addressed his concerns about water delivery and drainage and encouraged all property owners to pay attention to development activity that is occurring around them and reach out to developers or County Engineering to ask for proper protection. She then noted that there are warranty periods for developments and if an issue is raised within the warranty period, it will be easier to address them. She wished the County Engineer could anticipate all of the issues that could occur upon development of a piece of land, but that is not always possible, and she encouraged everyone to pay close attention to what is happening around them. Chair Favero agreed and stated that many negative circumstances could be mitigated by simple communication between neighboring property owners. Commissioner Wichern then stated planning activities occur in the community based upon guidance from the General Plan; many plans for different properties will not come to fruition, but it is important to have land use plans in place for the future of Western Weber County.

Commissioner Andreotti stated he is also concerned about failure of property owners to properly maintain their land, resulting in noxious weeds that migrate to other properties; he would like to see increased enforcement of the ordinances in place to address that matter. The group discussed opportunities for addressing noxious weeds in development agreements for projects in the community.

Mr. Grover then addressed Mr. Hansen's comment about the bridges in the Gibson subdivision; the plans for that project are in the conceptual stage, but the actual details of where the bridges will end and how they will be constructed will still be worked through.

7. Planning Director Report:

There was no report from the Planning Director.

8. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 6:17 p.m.

WS1: Discussion on a narrowed list of commercial uses permitted in the C-2 zone for parcel number 15-054-0075, property address 1402 South 4700 West. The owner, Dale Jordan, would like to adjust the zone boundary to occupy the entire parcel.

Dale Jordan referred to the previous discussion of his property at the last Planning Commission work session; he has a narrow strip of property that runs around the outside of his larger property that is not zoned C-2, and it is difficult to develop or market the property. He would like for all of his property to have the same zoning designation for continuity and flexibility. The Commission reviewed the layout of Mr. Jordan's property to determine the size of the portion of the property that is not zoned C-2. They discussed the potential changes to the property if the entire property were zoned C-2 and reviewed the list of land uses permitted in the zone and questioned Mr. Jordan about his future plans, if any, for the property. Mr. Jordan stated he does not have any certain development plans but wants flexibility. The Commission discussed commercial development potential of the areas surrounding the subject property and also compared Mr. Jordan's property with commercial properties in other areas of the County that are somewhat similar; they ultimately concluded to review the use tables for the C-2 and C-1 zones and directed the applicant and staff to move forward with his zoning application. They also indicated a desire for a development agreement to accompany any zone change in order to restrict any uses that may be undesirable for the area.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission

Minutes of the Work Session Meeting of the Western Weber Planning Commission for September 9, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

Western Weber Planning Commissioners Present: Andrew Favero (Chair), Wayne Andreotti, Jed McCormick, Emily Rogers

Staff Present: Rick Grover, Planning Director; Felix Lleverino, Planner; Tiffany Snider, Office Specialist.

Roll Call: Chair Favero conducted roll call and indicated Vice Chair Neville and Commissioners Clontz and Wichern were excused; all Commissioners were present.

WS1: Discussion regarding a general plan amendment to chapters five and eight, water conservation topic. The amendments are made in accordance with the Water Conservation Stakeholder Committee recommendations and the requirements of State Code 17-27a-403 (a) (v). Staff Presenter - Felix Lleverino.

Planner Lleverino reported on work that has been underway for the past four months to consider water conservation planning and development of a water conservation element to be included in the General Plan. A stakeholder committee made up of representatives of public utility service providers and water entities has been assembled to evaluate water issues in the community. He facilitated a high-level review of a document containing proposed amendments to the General Plan; the document identifies water conservation goals and action items that can be used to measure goal achievement. There was high level discussion among the Commission and Planning staff regarding costs associated with some of the identified goals and the community's ability to achieve the goals; applying different water-wise standards to residential properties than commercial properties; mapping historical water rights in the community; encouraging cooperation among public service entities and stakeholders;

Mr. Lleverino indicated Planning staff will use the feedback provided by the Commission to update the proposed General Plan amendment; the issue will be discussed again in another work session meeting before moving to public hearing and possible action.

The work session adjourned at 5:52 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission

Minutes of the Meeting of the Western Weber Planning Commission for September 16, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

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

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

Roll Call: Chair Favero conducted roll call and indicated Commissioners Andreotti and Rogers were excused; all other Commissioners were present.

1. Minutes: July 8 and 15, 2025

Chair Favero introduced the minutes of the July 8 and 15, 2025 meetings. There were no suggested edits to the minutes and Chair Favero declared them approved as presented.

2. Legislative items:

2.1 ZDA2025-03: A public hearing, discussion, and possible decision regarding an amendment to the zoning map that would expand the boundary of the C-2 zone within the property located at approximately 1402 South 4700 West. The expansion of the C-2 zone boundary is intended to cover the entire 2.06-acre parcel. Staff Presenter - Felix Lleverino. Applicant: Dale Jordan.

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

Chair Favero invited the applicant to summarize his application.

Dale Jordan discussed the unique nature of the property, which consists of two tracts totaling 2.06 acres in size. The two different parcels have different zoning designations: A-2 and C-2. He would like for both parcels to have the same zoning designation for purposes of continuity of development or marketability of the property. He discussed the history of the property, focusing on the work he has done on the property since he acquired it.

Planner Lleverino reviewed his staff memo regarding the application; the applicant is seeking a rezone from the A-2 Zone to the C-2 Zone. The planning commission informally reviewed this request and the associated concept development plan in a work session at the end of the August 2025 planning commission meeting. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal. A complete staff review of the proposal was conducted a few days later in which staff offered the applicant formal written comments and recommendations that might help garner a favorable recommendation from the planning commission for the rezone. The applicant has been attentive at resolving concerns expressed by the planning commission and staff regarding the proposal. The attached development agreement including a list of permitted uses substantially addresses review comments and recommendations. With a few minor adjustments and considerations, staff feels the proposal and development are ready for a recommendation. This parcel is situated on the corner of 4700 West and 1400 South Streets. The Western Weber General Plan Future Streets and Transit map indicates that 4700 West Street will become a 132-foot-wide right-of-way and that 1400 South Street will be an 80' right-of-way. Residential development taking place one block to the east is required to dedicate the appropriate area for an 80-foot right-of-way. The development standard from the development agreement and the C-2 zone code are in place to ensure that right-of-way improvements are constructed when site improvements are made and when commercial expansions are made. Depending on the type of use, the planning commission and planning staff will review site expansion proposal through the Conditional Use Permit and the Design Review process. At this time the owner has no plans to expand the commercial uses, this zoning map amendment request is simply to expand the boundary of the C-2 zone within this property to cover the entire parcel. The only outstanding concern that poses a possible threat to the viability of the development plan is related to commercial activity that could disturb the neighboring

home to the east of this property, the planning staff removed a series of commercial uses that could pose a disturbance to the home on the adjoining parcel. The planning staff have taken the full list of permitted uses allowed in the C-2 zone and removed several uses that have a high likelihood of resulting in a nuisance. The development agreement and narrowed list of allowed uses are confined to this parcel. This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the planning commission may modify the application of commercial uses and site development standards. As was expressed in our August work session, impact to the neighboring home could be avoided by including property restrictions such as limiting certain uses and making added restrictions to the site development standards. While the developer does not intend to further develop the site, it would be his preference to use the site development in the C-2 zone code which allows a zero side and rear yard setback with a maintenance agreement. The owner feels this would help keep the property marketable and would maintain the existing, longstanding allowances. Mr. Lleverino then summarized staff's review of the application to determine compliance with the following:

- General Plan;
- Zoning guidelines;
- Street plans;
- Police and Fire protection standards; and
- Stormwater, water supply, wastewater, and refuse collection standards.

Mr. Lleverino concluded that after reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. Site Development Requirements:
 - a. Chapter 108-2 Architectural, Landscape, and Screening Standards shall apply to this site.
 - b. Site development shall take place in accordance with the standards of the C-2 zone code, Chapter 104-20.
 - c. Permitted and conditional uses allowed within the property are limited to the list attached under page 29 of the development agreement. See Exhibit D.

This recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Commissioner McCormick asked if Mr. Jordan will be required to work with the neighboring property owner to determine the type of fence that will be installed on the lot line, as well as secure approval of the setbacks that will apply to the commercial property. Mr. Lleverino answered yes and indicated that there will be a maintenance agreement between the property owners that will govern maintenance of the fence or other screening mechanism installed on the lot line.

Vice Chair Neville thanked Mr. Lleverino for his review of the use table for the C-2 zone and for recommending uses that should not be allowed on the subject property, or would require conditional approval, via the draft development agreement; one other issue the Planning Commission has discussed regarding the application is the ability to require some road improvements as part of the rezone. Mr. Lleverino stated that requirement could also be included in the development agreement.

Vice Chair Neville moved to open the public hearing. Commissioner Wichern seconded the motion; all voted in favor. Commissioners Andreotti and Rogers were not present when this vote was taken.

Robert McFarland, 1389 S. 4700 W., stated sewer access is currently a half mile away from the subject property and he asked how sewer connection will be achieved.

Laurie McFarland, 1389 S. 4700 W., stated she understands the Commission has discussed changes to the road in front of her home; the State of Utah has already contacted her and her husband about their plans to widen that road and install underground infrastructure. She will lose part of her property to that project. Currently the building that is located on the subject property is

so close to the road and when anyone is parked in front of the building, someone travelling on 1400 South, approaching the intersection at 4700 West, cannot see oncoming traffic. She feels those are the types of issues that need to be addressed as part of this rezoning. She stated 4700 West has gotten busier than ever with increased traffic and the current configuration of the property creates dangerous conditions at the intersection. She stated she understands the desire to change the zoning to C-2 and the types of land uses that can be built on the property, but she would like confirmation of what types of development are planned for the property. She is worried that different types of commercial uses could have a negative impact on the area, which is still a residential neighborhood.

Vice Chair Neville moved to close the public hearing. Commissioner McCormick seconded the motion; all voted in favor. Commissioners Andreotti and Rogers were not present when this vote was taken.

Chair Favero acknowledged that the sewer is a distance away from the property and he asked Mr. Lleverino to address Ms. McFarland's concerns about the potential commercial uses of the property. Mr. Lleverino stated that there is a broad range of commercial uses that could be built on the property if the zone change is approved; currently the property has two septic systems and there will be some limitations on commercial development based upon that matter.

Commissioner Wichern asked if new commercial development is allowed to use a septic system, to which Mr. Lleverino answered yes.

Chair Favero then noted that the General Plan identifies the future land use of the area as form-based zoning, which means that a building built on the property could possibly be built right next to the road shoulder. Mr. Lleverino stated that is correct, but any development would need to comply with safe sight distances and triangles for development near an intersection.

Planning Director Grover also addressed Ms. McFarland's comments and stated staff carefully reviewed the use table for the C-2 zone and attempted to craft language in the development agreement that would prohibit certain commercial uses that could negatively impact the residential neighborhood. Commissioner Wichern stated that it is important to clarify that any commercial development will impact a residential neighborhood, but some are more advantageous than others and that was the spirit of the language in the development agreement.

Mr. Jordan stated he will carefully consider the impact any commercial development could have on neighboring property owners; he has been in the area for some time and wants to contribute positively to the community.

Chair Favero asked Mr. Jordan to address the Commission's request for language to be included in the development agreement to require road improvements on 1400 South and 4700 West upon further development of the property; a deed restriction would be placed on the plat at the time of the zone change to require those road improvements to accommodate traffic. This is something the Commission has asked of all developments on 1400 South. Mr. Jordan stated he cannot respond to that matter at this time and needs to seek counsel before making any commitment regarding road improvements. Mr. Lleverino stated that Mr. Jordan would be responsible for improvement of his half of the roadway and it is important that he anticipates potential right-of-way expansion along his property. The County will take a fair and balanced approach when determining the improvements that would be required. Mr. Jordan stated that because of the location of the building that is currently on the property, he cannot agree to expansion of the right-of-way. Commissioner Wichern clarified that the road improvements would only be required if the property is further developed. Mr. Jordan stated that he understands that, but the existing building would need to be torn down to expand the right-of-way. He stated it may be in his best interest for the Commission to table action on the application this evening until he can research the implications of the Commission's request for road improvements. Mr. Lleverino summarized the review process Planning staff would perform to determine any road or sidewalk improvements that would be required on 1400 South or 4700 West at the time a development application is made. The Commission discussed the need to protect the future of the property and its surroundings from a public safety perspective; they determined to table action on the application to give Mr. Jordan additional time to meet with Planning staff and County Engineering, as well as any private counsel he chooses, before asking for a recommendation from the Planning Commission to the County Commission.

Commissioner Wichern moved to table action on application ZDA2025-03, an amendment to the zoning map that would expand the boundary of the C-2 zone within the property located at approximately 1402 South 4700 West. The expansion of the C-2 zone boundary is intended to cover the entire 2.06-acre parcel. Motion is based on the findings and subject to the conditions listed in the staff report. Commissioner McCormick seconded the motion. Commissioners Clontz, McCormick, Wichern, Vice Chair Neville,

and Chair Favero voted aye. (Motion carried on a vote of 5-0). Commissioners Andreotti and Rogers were not present when this vote was taken.

3. Public Comment for Items not on the Agenda:

There were no public comments.

4. Remarks from Planning Commissioners:

Vice Chair Neville thanked community members for participating in tonight's meeting. He also thanked Mr. Jordan for the manner in which he communicated with the Commission regarding his application.

5. Planning Director Report:

Planning Director Grover commended the Commission for their handling of the zoning application from Mr. Jordan. He then discussed upcoming training opportunities for the Commission.

6. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned at 5:48 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File Number: DR 2025-12 - Request for approval on a design review application to construct two new buildings with parking and landscaping.
Agenda Date: Tuesday, October 14, 2025
Applicant: Brett Preslar, Representative, Nick Thiros, Owner

Property Information

Approximate Address: 2367 Rulon White Blvd, Ogden, UT 84401
Project Area: 2 acres
Zoning: Manufacturing (M-1)
Existing Land Use: Manufacturing
Proposed Land Use: Manufacturing
Parcel ID: 19-060-0014
Township, Range, Section: T7N, R2W Section 36

Adjacent Land Use

North:	Manufacturing	South:	Manufacturing
East:	Manufacturing	West:	Manufacturing

Staff Information

Report Presenter: Felix Lleverino
fleverino@webercountyutah.gov
801-399-8767
Report Reviewer: TA

Applicable Ordinances

- Title 101 Chapter 1 General Provisions, Section 7 Definitions
- Title 104 Chapter 21 (M-1 Zone)
- Title 108 Chapter 1 (Design Review)
- Title 108 Chapter 7 (Parking Lot Design and Maintenance)

Summary and Background

The applicant is requesting approval from the planning commission to construct two new structures within lot 12 of the Weber Industrial Park, Plat A. All new commercial and industrial zones require that upon site changes and additions, the planning commission is designated as the land use authority to approve site improvements and building expansions that exceed 10,000 square feet and disturb an area greater than one acre. The property is currently occupied by one 5,000 SF building that serves as a warehouse. The current parking area is designed with 14 parking spaces. The current landscaping consist of turf grass in the park strips and shrubs along the building front. The west side of the site is occupied by a 150' Cell tower permitted under CUP1996-11.

The building is design details see Exhibit A. A review of the site plan finds that the architectural drawings, and landscape plan display comply with applicable ordinance.

No business signage is proposed at this time.

The section below provides further analysis by staff for applicable topics from the conditional use permit and design review criteria.

Analysis

General Plan: The proposal furthers the goals and principals of the Western Weber General Plan by making site improvements to building architecture and landscaping.

Zoning: The subject property is located within the Manufacturing (M-1) Zone. The purpose of the M-1 Zone can be further described in LUC §104-21-1 as follows:

The purpose of the Manufacturing (M-1) Zone is to provide a light manufacturing zone in areas that will accommodate the need for light intensity type manufacturing and its associated accessory uses, some of which may have an environmental impact requiring public review and regulation.

Site Development Standards: The new 7-unit, 16,455 square foot structure on the north side of the property complies with the minimum yard setbacks of the M-1 zone. As does the 3-unit, 3,908 square foot structure on the south site of the lot.

The M-1 zone does have a maximum coverage by buildings of 80 percent. The existing and new structures do not exceed the maximum.

New Structures for Flex Space: The planned structure will be made available to the public for business operations. The type and size of business may vary as tenants change. Each new tenant will be required to undergo at minimum a design review before adding signage and before business operations may begin.

Parking: Section 108-8-4 specifies that a warehouse generally requires two spaces per three employees. Based on that minimum requirement, if you figure two spaces per unit, the total recommended number of spaces is 22 spaces. The total number of parking spaces across the existing and new accommodations totals 32 spaces. The Planning Commission may adjust the parking standards if they determine that an adjustment is equitable and warranted.

Screening: light office and warehousing does not require additional screening from neighboring properties specifically because the architectural and screening standards are not applicable in the M-1 zone under code section 108-2-3 (a) (3). The property trash dumpster will be located in a place that is easily accessible and will be enclosed in a manner that is completely screened from the street or public view.

Landscaping: This proposal includes an irrigation plan and landscape plan that intended to beautify the landscaping within the lot with a mix of drip irrigation and sprinkler irrigation to irrigate the various species of trees and shrubs. This plan proposed to rehabilitate the existing turf grass and trees while adding more trees and ground covering with weed barrier to reduce the amount of water needed. The Water-wise Landscape code contains provisions for non-conforming landscaping. The total amount of turf-grass within the property is 6,600 SF, which falls below the maximum from the water-wise landscape code. Further, the total existing and proposed landscaped area falls below the maximum 20,000 square feet of nonconforming landscaping.

Design Review: The planning commission review of this proposal for general design, layout and appearance of the building remains orderly and harmonious with the surrounding vicinity. As part of this review, consideration of applicable matters based on the proposed use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

- a) Considerations relating to traffic safety and traffic congestion.
- b) Considerations relating to outdoor advertising.
- c) Considerations relating to landscaping.
- d) Considerations relating to buildings and site layout.
- e) Considerations relating to utility easements, drainage, and other engineering questions.
- f) Considerations relating to prior development concept plan approval associated with any rezoning agreement, planned commercial or manufacturing rezoning, or planned residential unit development approval.

Review Agencies: The Weber County Engineering Department has posted conditional approval with several comments regarding utilities, site design, and permitting. The Fire District comments are listed below:

1. Perhaps the county can weigh in on this. Is there any way the parking lot can connect to Hemmingway Street so it's a pull-through instead of a turnaround?
2. Fire access roads must be located within 150 feet of all portions of the facility and all exterior walls.
3. A hydrant may need to be added. Please show the location of the closest hydrant.

The Planning Staff is recommending approval of this proposal.

Staff Recommendation

Staff recommends approval of the Thiros Design Review Application DR 2025-12. This recommendation is conditioned upon all review agency requirements, and the following conditions:

1. Written approval of the design shall not be issued until the all review agency requirements have been met, specifically the comments from the county Engineering and Fire District.

This recommendation is based on the following findings:

1. The construction of new buildings within this legally platted subdivision lot is permitted under the land use code.
2. The proposal complies with applicable requirements from the M-1 zone.
3. The proposal demonstrates compliance with the applicable land use codes.

Exhibits

- A. Plans
- B. Landscaping Plan

Map 1

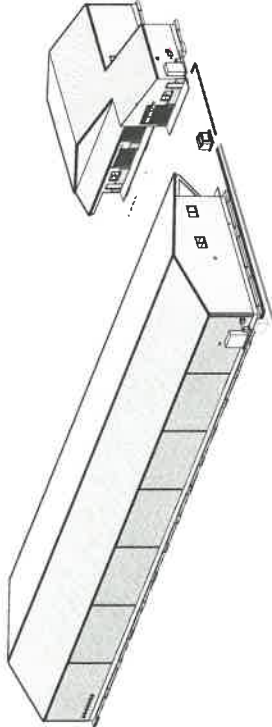


KEVERI BUILDINGS 2367 RULON WHITE DRIVE, WEBER COUNTY, UTAH

Case, Lowe and Hart, Inc.
2484 Washington Blvd. Ste 510
Ogden, Utah 84401

ARW Engineers
1594 West Park Circle
Ogden, Utah 84404

Reeve & Associates
5160 1560 West
Riverdale, Utah 84405



STAMP

KEVERI BUILDINGS
2367 RULON WHITE BLVD
WEBER COUNTY, UTAH

MARK | DATE | DESCRIPTION

ISSUE: 2/20/2025
PROJECT NO: 21180
DRAWING NO: 21180-01
DRAWN BY: JKL
CHECKED BY: JKL
PERMIT AND BID SET
10 MARCH 2025

A. SHEET TITLE
TITLE SHEET

GW01

DRAWING INDEX	
1	PERMIT AND BID SET
2	FOUNDATION
3	GENERAL NOTES
4	FOUNDATION
5	FOUNDATION
6	FOUNDATION
7	FOUNDATION
8	FOUNDATION
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CLH ARCHITECTS
ENGINEERS
One Love & Hart Inc. 1500 Washington Blvd
Suite 300 - Ogden, Utah 84403-2146
801.964.5421 - www.clh.com

CONSULTANTS

STAMP



KEYERI BUILDINGS
WEBER COUNTY, UTAH
2992 RAILROAD AVENUE
OGDEN, UT 84403

MARK DATE DESCRIPTION

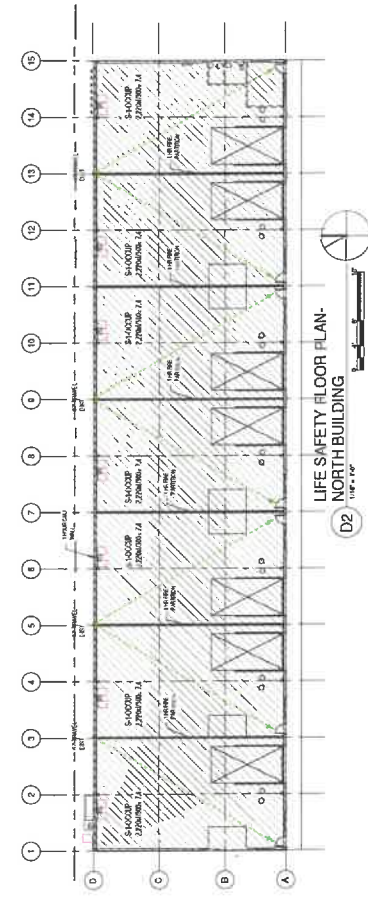
PROJECT NO.	3000000
DATE	11/18
BY	KL
CHECKED BY	KL

PERMIT AND BID SET
18 MARCH 2022

SHEET TITLE

CODE REVIEW & LIFE
SAFETY

GM2



LIFE SAFETY FLOOR PLAN - SOUTH BUILDING. Scale: 1/8" = 1'-0". The plan shows a rectangular building footprint with various rooms and corridors. Grid lines 1 through 15 are marked along the top and bottom. A north arrow is located in the upper right corner.

ITEM	DESCRIPTION	REMARKS
1	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.1	
2	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.2	
3	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.3	
4	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.4	
5	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.5	
6	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.6	
7	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.7	
8	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.8	
9	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.9	
10	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.10	
11	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.11	
12	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.12	
13	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.13	
14	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.14	
15	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.15	

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14	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.14	
15	REQUIREMENTS FOR BUILDING ELEMENTS (BEC) Table 1.15	

WEBER COUNTY, UTAH
AUGUST 2021

1. 08/25/2021 JM - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 03/22/2022 JM - UPDATED PER NEW BUILDING FOOTPRINT.
3. 11/10/2022 JM - UPDATED PER CLIENT COMMENTS.

THE
INC.
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Engineer's Notice to Contractors

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Elevation Datum:
Site Benchmark:
THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION
LINE BETWEEN THE NORTH QUARTER CORNER AND THE
NORTHEAST CORNER OF SECTION 36, TOWNSHIP 7
NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
11 S. SURVEY. ELEVATION HEREON IS: 5085.47'±

Case Low & Hart, INC
2484 Washington Blvd. ste 510
Ogden Utah 84401
PH: (801) 399-5821

Trevor Hatch
Reeve & Associates, Inc.
5160 South 1500 West
Rivendale, Utah, 84405
H: (801) 621-3100

Jeremy Draper
Reave & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405

1000

Nathan Peterson
Reeve & Associates, Inc.
5160 South 1500 West
Riverton, Utah, 84405
PH: (801) 621-3100

Jeremy Draper
Reave & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405

Farah Building
2367 Rulon White Blvd
WEBER COUNTY, UTAH

DESCRIPTION	DESIGN COMPLETED	NEW FOOTPRINT
NEW VISIONS		

Cover/Index Sheet



Project Info.
 Engineer: JEREMY A. DRAPER, P.E.
 O'rater: J. MEYERS
 Begin Date: AUGUST 2021
 Name: FARAH BUILDING
 Number: 5528-55

1	11 Total Sheets
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[illegible][illegible][illegible]

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT. TO BE COMPLETED USING SURVEYOR'S ASSOCIATES WILL BE SURETY GUY ON CONSTRUCTION LAYOUTS AFTER PLACES PRIOR TO PROCEEDING WITH THE SURVEY. THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE SURVEY MONUMENTS AND FOR PROVIDING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN A.L.S. SURVEY. AN IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED THE SURVEYOR SHALL ALSO USE THE DISCREPANCIES INCLUDED ON THESE PLANS OR ELECTRONIC DATA PROVIDED IF ANY DISCREPANCIES ARE DISCOVERED. THE SURVEYOR SHALL MAINTAIN ANY INSTRUMENT, SURVEYOR'S ASSOCIATES, AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

[illegible]

ALL BEST WASHING PRACTICES (BWP'S) SHOWN ON THIS PAGE MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSURE.

THE CONSTRUCTION RESPONSIBILITY SHALL REMAIN WITH REPAIR CRACKS ON ALL EXPOSURE CONTROL MEASURES TO DETERMINE IF WATER OR SEAWATER INTRUSION INTO THE EXPOSURE CONTROL MEASURES SHALL BE DOCUMENTED AND CORRECTED. INSPECTIONS MUST BE ON SITE.

SEAWATER EXPOSURES SHOULD BE REDUCED WITH ROCK BARRIERS THAT BE SLOUNDED WHEN THE LEVEL OF EXPOSURE REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIERS.

SEAWATER INTRUSION INTO PAVED ROADS MUST BE ELIMINATED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL ROAD SURFAGE. THE ROAD SURFAGE SHALL BE MAINTAINED THROUGHOUT THE PROJECT, INCLUDING AND REPAIRING IT TO A CONFIRMED AREA.

PROJECT SLOPES.

ANY EXPOSED SLOPE THAT WILL REMAIN UNDOCKED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:

- A) SHOOTING STEEP SLOPES WITH A BLAST
- B) DRIVING STEEP SLOPES WITH A BLAST
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

= FRODOSED WATER METER	PP	= POWERUTILITY POLE
= EXISTING WATER METER	P.U.C.	= PUBLIC UTILITY SAEEMT
= PROPOSED CATCH BASIN	R/C*	= REINFORCED CONCRETE PIP
= EXISTING CATCH BASIN	RM	= RIM OF MANHOLE
= DRAINAGE SWALE	S.O.K.	= EIGHTHWAY
= PLUS W/ T BLOWOFF	SD	= STORM DRAIN
= FLOW & BLOCK	SS	= SANITARY SEWER
= STREET LIGHT	TBC	= TOP BACK OF CURB
= IRON	TD	= TOP OF ASPHALT
= BUILDING	TOC	= TOP OF CONCRETS
= CURB & GUTTER	TOPF	= TOP OF FINISHED FLOOR
= CATCH BASIN	W	= TOP OF PIPO HILAND
= CYLIC TRST	TSR	= TOP OF SIDEWALK
= CYLIC TRST PER SECOND	WW	= CULINARY WATER
= FENCE CORNER		= WATER METER
= FINISH FLOOR		= EXISTING ROADWAY PAVEMENT
= FINISH FLOOR ELLEVATION		= PROPOSED ASPHALT PAVEMENT
= FINISHED GRADE		= PROMODED CONCRETS
= FILE INFLUENT		= PROMODED GRANVEL
= FLOW LINE		= PROMODED GRADVL
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= INVERT	4000	= EXISTING CONTOUR GRADE
= LINAL PRST	4009	= PROMODED CONTOUR GRADE
= NATURAL GRADE		

	FINISHED GRADE		PROPOSED ASPHALT PAVEMENT
	FREE HYDRANT		PROPOSED CONCRETE
	FLOW LINE		PROPOSED GRAVEL
	GRADE BREAK		EXISTING CONTOUR GRADE
	INVERT		4800
	LINEAR FEET		4600
	NATURAL GRADE		

Farah Building
2367 Rulon White
WEBER COUNTY, UTAH



Project Info.
Engineer:
JEREMY A. DRAPER, P.E.
Drafter:
J. MYERS
Begin Date:
AUGUST 2021
Name:
FARAH BUILDING
Number:
6528-55

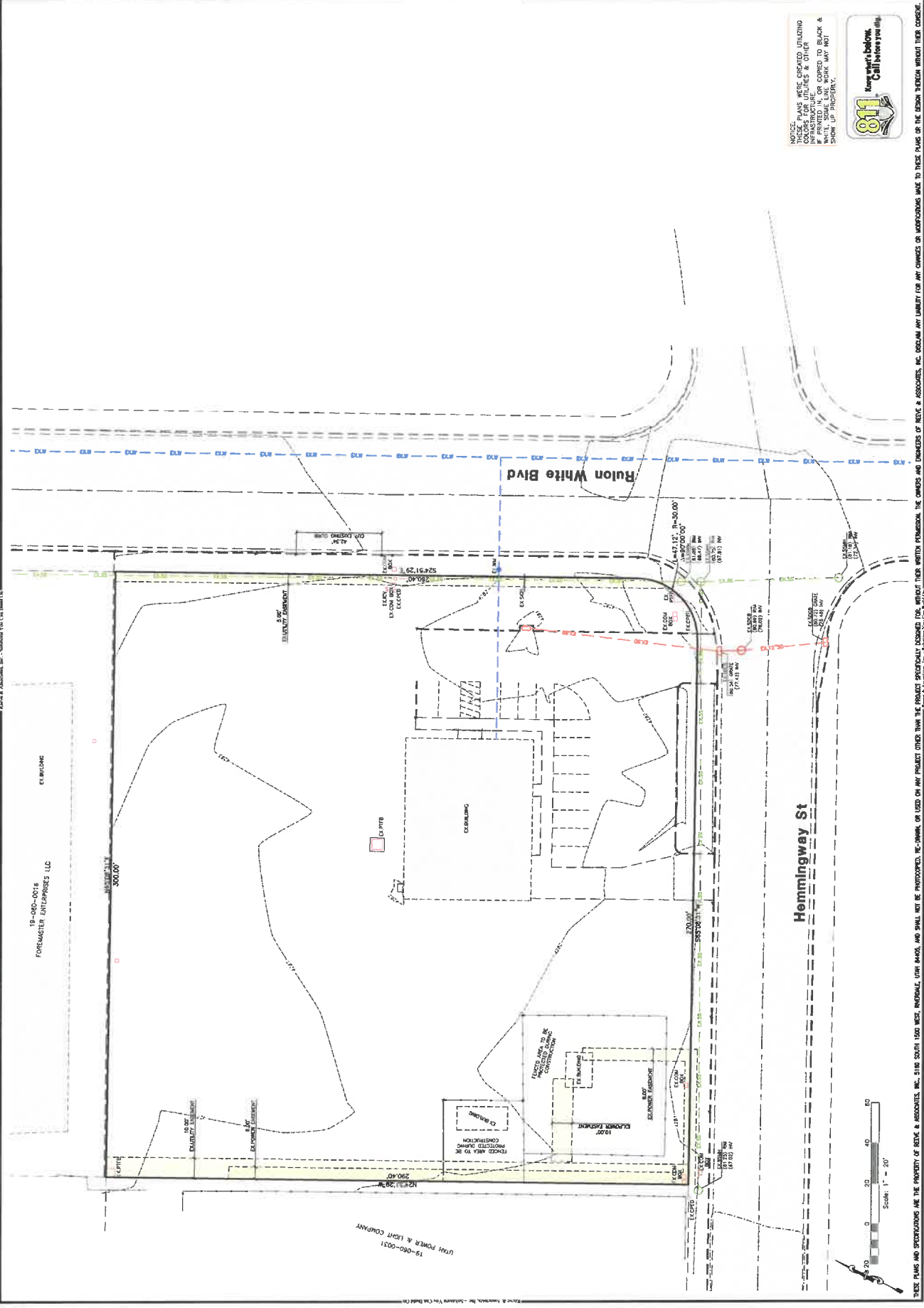


REVISIONS
08/25/21 J.M. DESIGN COMPLETE
02/22/22 J.M. NEW FOOTPRINT

Existing/Demolition Plan
2367 Ruion White Blvd
 WEBER COUNTY, UTAH



Project Info
 Project: 2367 Ruion White Blvd
 Owner: JENSEN, A. JENSEN, P.C.
 Designer: JACQUES
 Date: AUGUST 2021
 Name: JACQUES BUILDING
 Number: 6328-55



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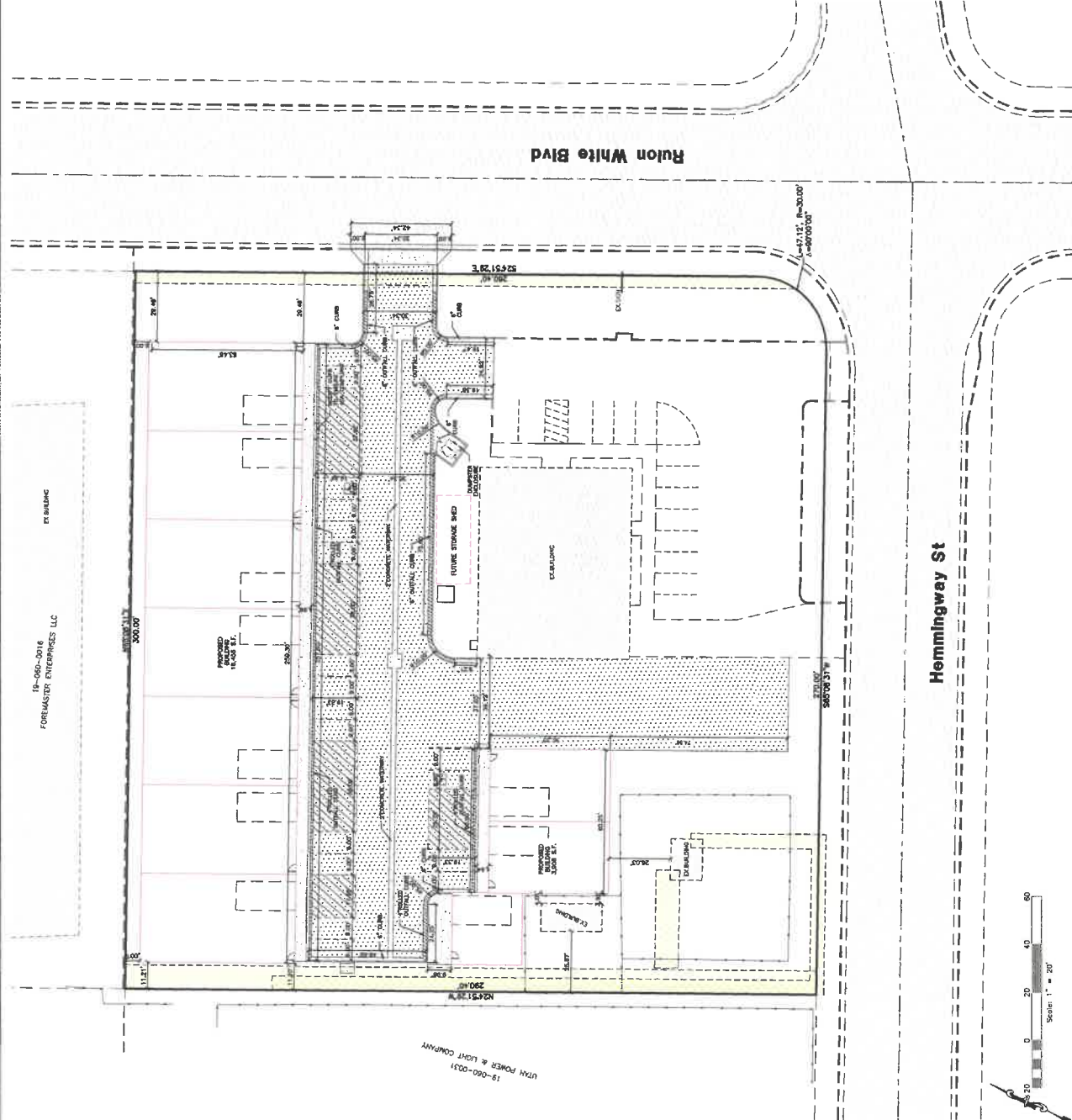
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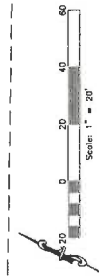
SITE DATA

17 STALLS PROVIDED (1 ADA)

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BUILDING AREA:	20,444 S.F. 25.02
LANDSCAPE AREA:	22,786 S.F. 27.42
ASPHALT AREA:	16,208 S.F. 46.42



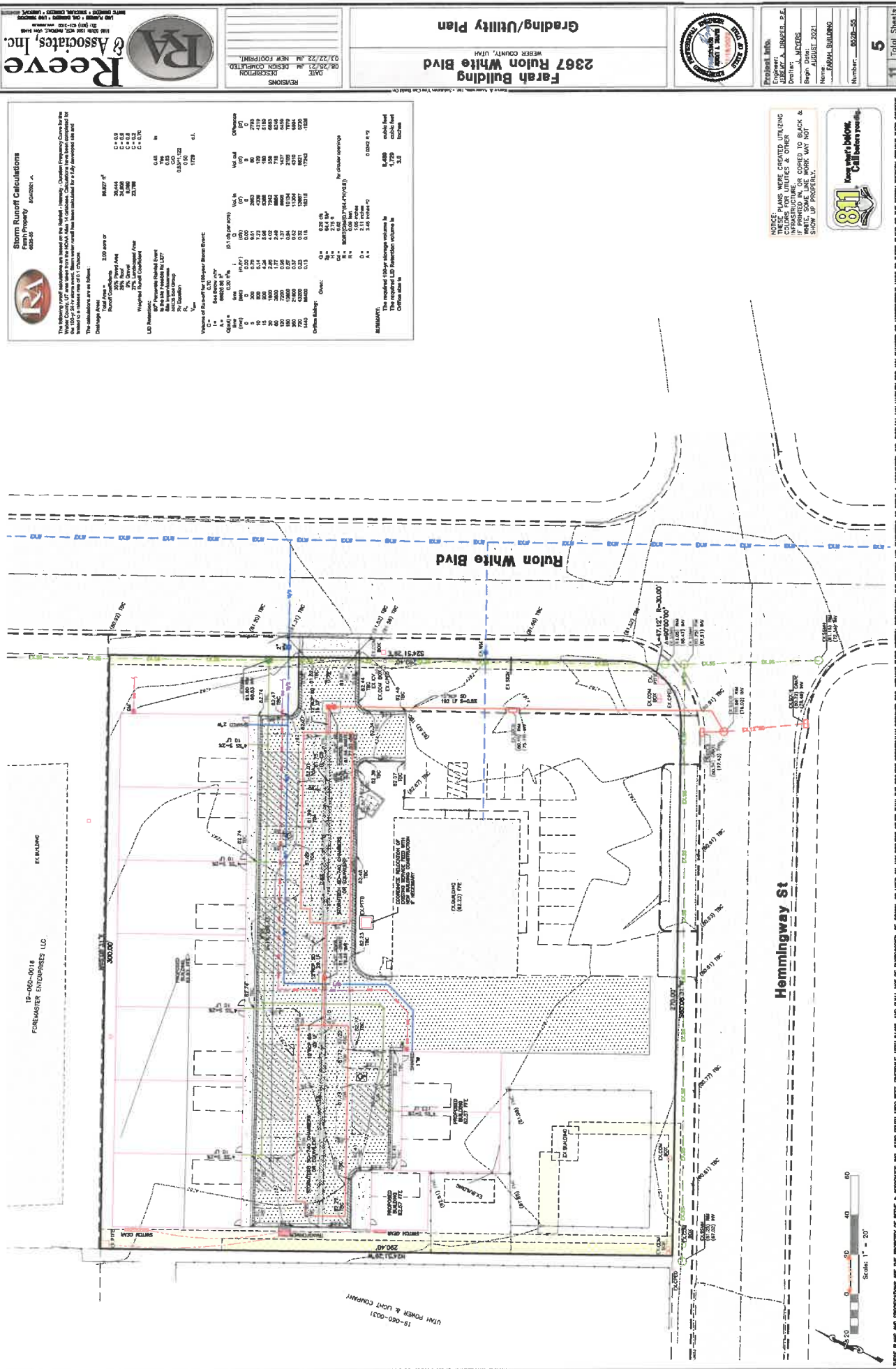
Hemmingway St



NOTES:
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 WHITE, THE COLORS WILL NOT BE SHOWN.
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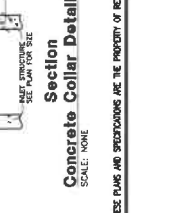
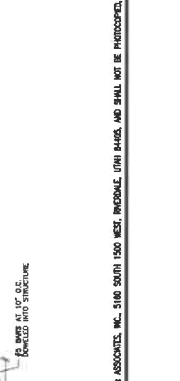
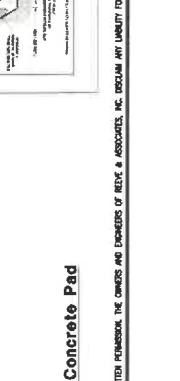
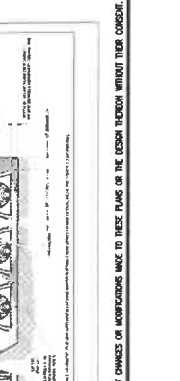
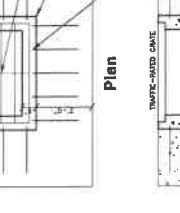
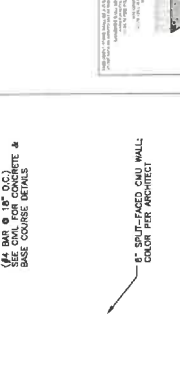
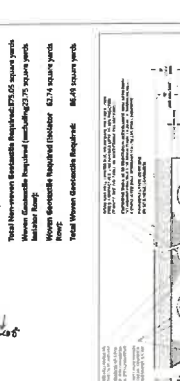
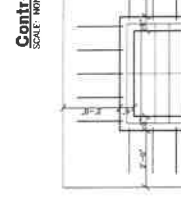
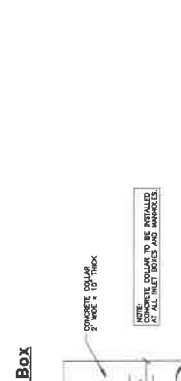
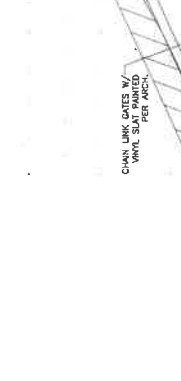
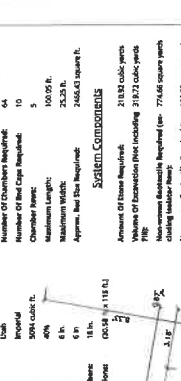
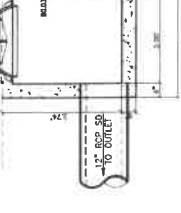
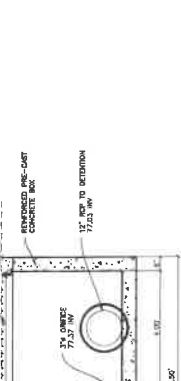
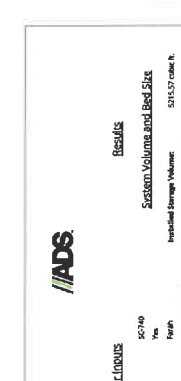
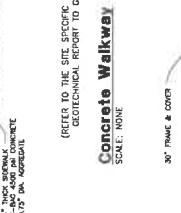
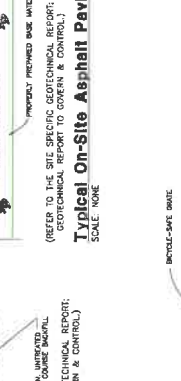
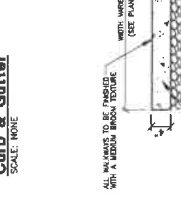
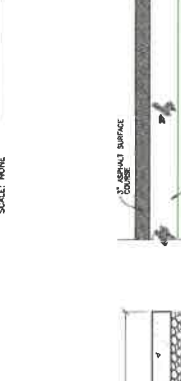
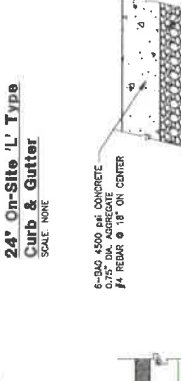
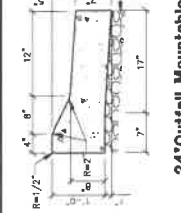
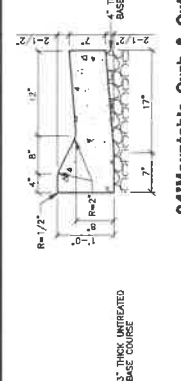
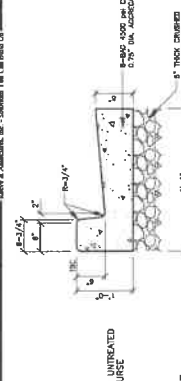
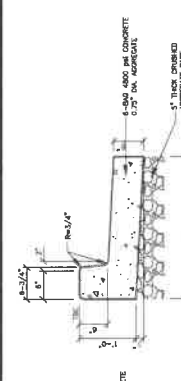
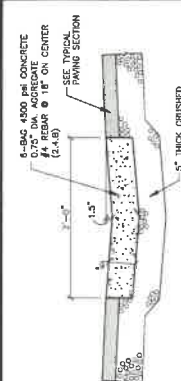


Exhibit B: Assessment, Inc. - Solutions You Can Build On



PROJECT LOCATION..... 7777 CITY, 7777 COUNTY, (state)
PROJECT BEGINNING DATE..... MONTH YEAR
EMP'S DEPLOYMENT DATE..... MONTH YEAR
OWNER'S WATER MANAGEMENT CONTACT / INSPECTOR.....
SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP
BY OWNER/DEVELOPER

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF RESERVE & ASSOCIATES, INC., 5140 SOUTH 1200 WEST, RAINBOW, UT 84002. NO PART OF ANY PROJECT ORDER FROM THE PROJECT SPECIFICALLY FORWARDED FOR WITHOUT THEIR WRITTEN CONSENT. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF RESERVE & ASSOCIATES, INC. NO PART OF ANY PROJECT ORDER FROM THE PROJECT SPECIFICALLY FORWARDED FOR WITHOUT THEIR WRITTEN CONSENT. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF RESERVE & ASSOCIATES, INC. NO PART OF ANY PROJECT ORDER FROM THE PROJECT SPECIFICALLY FORWARDED FOR WITHOUT THEIR WRITTEN CONSENT. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF RESERVE & ASSOCIATES, INC. NO PART OF ANY PROJECT ORDER FROM THE PROJECT SPECIFICALLY FORWARDED FOR WITHOUT THEIR WRITTEN CONSENT.

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Draftsman: J. MEYERS
Begin Date: AUGUST 2021
Home: FARAH BUILDING

Number: 552

Reeve & Associates, Inc.
3100 West 100th Street, Minneapolis, MN 55410
TEL: (612) 433-1000 FAX: (612) 433-1001
CIRCLE 10 ON READER SERVICE CARD

DATE	DESCRIPTION
06/15/21	JM DESIGN COMPLETE
03/22/22	JM NEW FOOTPRINT



Cross Section 50' x 20' Construction Entrance

OVER WOVEN GEOTEXT FABRIC

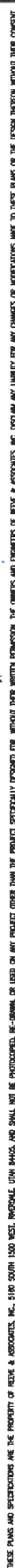
W/ 8" CLEAN 3"-4" # GRAVEL BASE

GRAVEL

LESS PLANS AND SPECIFICATIONS ARE THE PROPERTY OF BENTON & BOWEN, INC. 5140 SOUTH 1500 WEST, MIDVALLEY UTM PARK, AND SHALL NOT BE REPRODUCED, COPIED, OR

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THESE FINDINGS HAVE IMPLICATIONS FOR THE DESIGN OF INTERVENTIONS TO REDUCE RISKY SEXUAL BEHAVIOR. IN ORDER TO BE EFFECTIVE, INTERVENTIONS MUST ADDRESS BOTH THE INDIVIDUAL AND ENVIRONMENTAL FACTORS THAT INFLUENCE RISKY SEXUAL BEHAVIOR. IN ADDITION, INTERVENTIONS MUST BE DESIGNED TO ADDRESS THE NEEDS OF THE TARGET POPULATION. FOR EXAMPLE, INTERVENTIONS FOR YOUNG MEN WHO ARE CURRENTLY IN THE MILITARY SHOULD ADDRESS THE NEEDS OF THIS POPULATION, WHICH MAY DIFFER FROM THE NEEDS OF OTHER POPULATIONS. FURTHER RESEARCH IS NEEDED TO BETTER UNDERSTAND THE FACTORS THAT INFLUENCE RISKY SEXUAL BEHAVIOR AND TO DEVELOP EFFECTIVE INTERVENTIONS TO REDUCE RISKY SEXUAL BEHAVIOR.



[illegible][illegible]

2021 IBC MASONRY REBAR LAP SPlice SCHEDULE

CONCRETE APPLICATIONS: TWO ASSEMBLY

CASE 1: REBAR-GRABER LAP REBAR-GRABER LAP SPlice SCHEDULE									
MASONRY TYPE: CMU 8" x 8" x 16" (TYPE 1) (NOTE: 1" x 1" x 16")									
CASE 2: REBAR-LAP REBAR-LAP REBAR-LAP SPlice SCHEDULE									
MASONRY TYPE: CMU 8" x 8" x 16" (TYPE 1) (NOTE: 1" x 1" x 16")									
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MASONRY TYPE:									

[illegible]

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PROJECT NO	3100
CAD DRAW FILE	12E
DRAWN BY	LEE
CHECKED BY	LEE
PERMIT AND BID SET 04-28-2002	
SHEET TITLE	
SCHEDULES	
S002	



CLH ARCHITECTS
ENGINEERS
One, Lower & 3rd, Inc. • 250 N. Washington Blvd.
Suite 10 • Ogden, Utah 84401-206
801-794-5121 • www.clh.com

CONSULTANTS



STAMP



KEVERI BUILDINGS
2967 REDON WHITE BLVD
WEBER COUNTY, UTAH

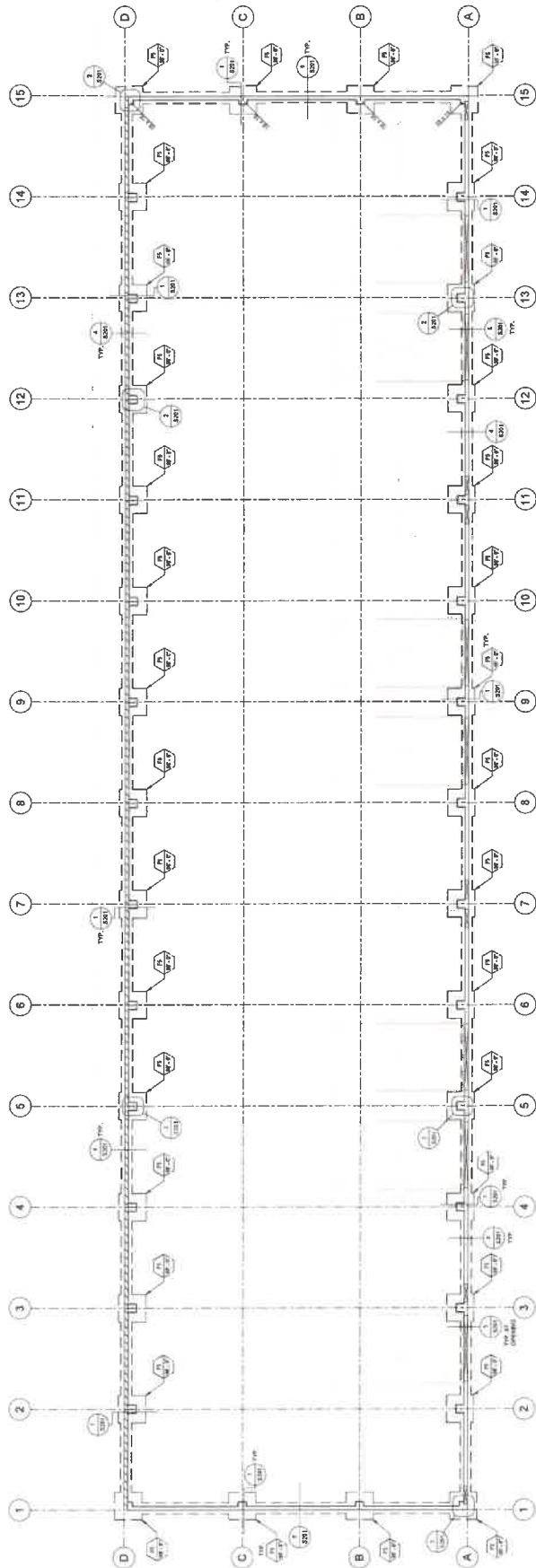
DATE: 12/15/2021

ISSUE: 12/15/21
PROJECT NO: 2100
DRAWN BY: LB
CHECKED BY: LB
PERMIT AND BID SET
443-295

SHEET TITLE

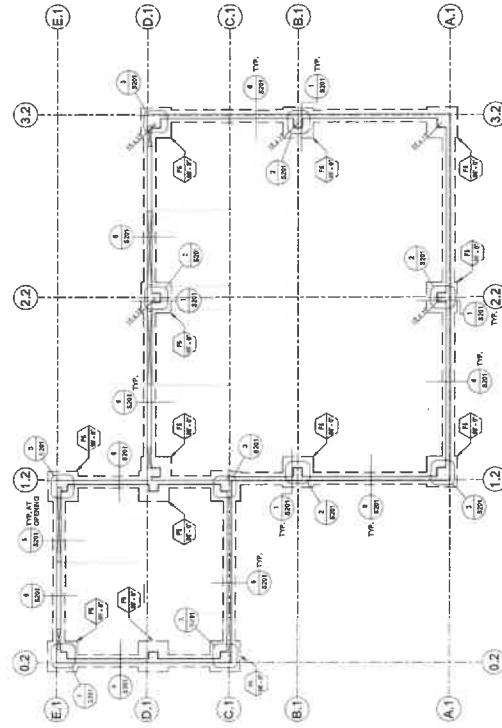
FOOTING AND
FOUNDATION PLAN

S101



BUILDING B - FOOTING AND FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

A S101



FOOTING AND FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

B S101

NOTE: FOOTINGS AND FOUNDATION SIZES
SHOWN ARE PRELIMINARY ONLY AND ARE NOT
FOR CONSTRUCTION. FOOTINGS WILL BE
REVISED ONCE REACTIONS ARE PROVIDED TO
ARW ENGINEERS BY METAL BUILDING
MANUFACTURER.

ARCHITECTURAL NOTES

1. THE ARCHITECTURAL DRAWINGS ARE THE PRIMARY CONTRACT DOCUMENTS. ANY CONFLICT BETWEEN ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS SHALL BE REPORTED TO THE ARCHITECT.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COORDINATION.
3. THE CONTRACTOR SHALL SUBMIT ANY PROPOSED CHANGES OR MODIFICATIONS TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH ANY ACTION.
4. WHERE SPECIFIC DETAILS ARE NOT PROVIDED, TYPICAL OR SIMILAR INDUSTRY PRACTICES SHALL APPLY. IF FURTHER DETAIL IS REQUIRED CONTACT THE ARCHITECT.
5. DETAILS ARE PROVIDED FOR VISUAL REPRESENTATION OF DESIGN INTENT. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COORDINATION.
6. IF A DIFFERENT PRODUCT OR MATERIAL FROM THAT INDICATED ON THE DRAWING IS USED, THE CONTRACTOR SHALL PROVIDE AN ALTERNATE DETAIL AS REQUIRED FOR THE ARCHITECT TO REVIEW.
7. GENERALLY, DIMENSIONS SHOWN ON ARCHITECTURAL DRAWINGS ARE TAKEN FROM THE CORE STRUCTURE FACE (E.G. CONCRETE WALL-FACE OF WALL STUD WALL-FACE OF STUD).
8. ANY VERTICAL DIMENSIONS, INCLUDING TRIM, FLASHING, INSULANTS, ETC., REQUIRED FOR INSTALLATION OF COMPLETE SYSTEMS, RESTAINING TO DOORS, WINDOWS, OPENINGS, PENETRATIONS, ETC. ARE EXPECTED TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
9. ASSUME ALL DOOR, WINDOW WALLS TO HAVE TOPSET RUBBER BASE INSTALLED UNLESS NOTED OTHERWISE.
10. PROVIDE SEALANT OR TRIM AS APPROPRIATE WHERE DISSIMILAR MATERIALS COME IN CONTACT.
11. PROVIDE FLOORING TRANSITION WHERE DISSIMILAR FLOORING MATERIALS OCCUR.
12. PAINT ALL MISCELLANEOUS SURFACES, SUPPORTS, METALS, ETC. IF PERMANENTLY ATTACHED TO PAINTED SURFACE OR EXPOSED TO THE ELEMENTS.

SYMBOLS

View Name	VIEW TITLE
1. View Name	VIEW TITLE
GRAPHIC SCALE	GRAPHIC SCALE
NORTH ARROW	NORTH ARROW
GRID INDICATOR	GRID INDICATOR
SECTION CALLOUT	SECTION CALLOUT
DETAIL CALLOUT	DETAIL CALLOUT
DETAIL CALLOUT	DETAIL CALLOUT
ELEVATION CALLOUT	ELEVATION CALLOUT
LEVEL ELEVATION CALLOUT	LEVEL ELEVATION CALLOUT
SPOT ELEVATION CALLOUT	SPOT ELEVATION CALLOUT
ROOF SLOPE INDICATOR	ROOF SLOPE INDICATOR
ROOM TAG	ROOM TAG
DOOR TAG	DOOR TAG
WALL TAG	WALL TAG
WINDOW TAG	WINDOW TAG
DEMOTION KEYNOTE	DEMOTION KEYNOTE
FIRE RISER	FIRE RISER

ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
1. SYMBOL	ABBREVIATION	DESCRIPTION
2. SYMBOL	ABBREVIATION	DESCRIPTION
3. SYMBOL	ABBREVIATION	DESCRIPTION
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100. SYMBOL	ABBREVIATION	DESCRIPTION

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ARCHITECTS

ENGINEERS

CLH Architects & Engineers, Inc.
1100 Washington Blvd
Suite 1100
Baltimore, MD 21201
410.528.1100
www.clh.com

STAMP

CLH ARCHITECTS & ENGINEERS, INC.

1100 WASHINGTON BLVD, SUITE 1100

BALTIMORE, MD 21201

410.528.1100

KEYERI BUILDINGS

2207 EULON WHITE BLVD

WEBER COUNTY, UTAH

MARK TYPE DESCRIPTION

REVISIONS

PROJECT NO.

DATE

DRAWN BY

CHECKED BY

PERMIT AND BID SET

10/01/2022

SUBJECT TITLE

ARCHITECTURAL NOTES

AW01

6

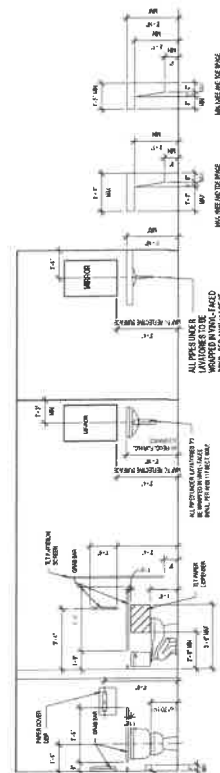
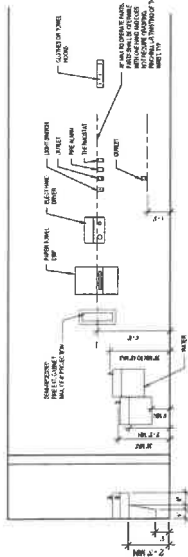
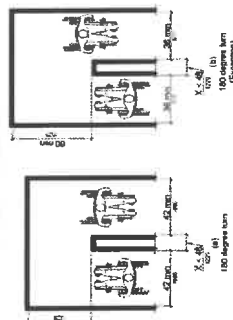
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KEVERI BUILDINGS

2397 RIVINGTON WHITE BLVD
WEBER COUNTY, UTAH

MARK DATE DESCRIPTION

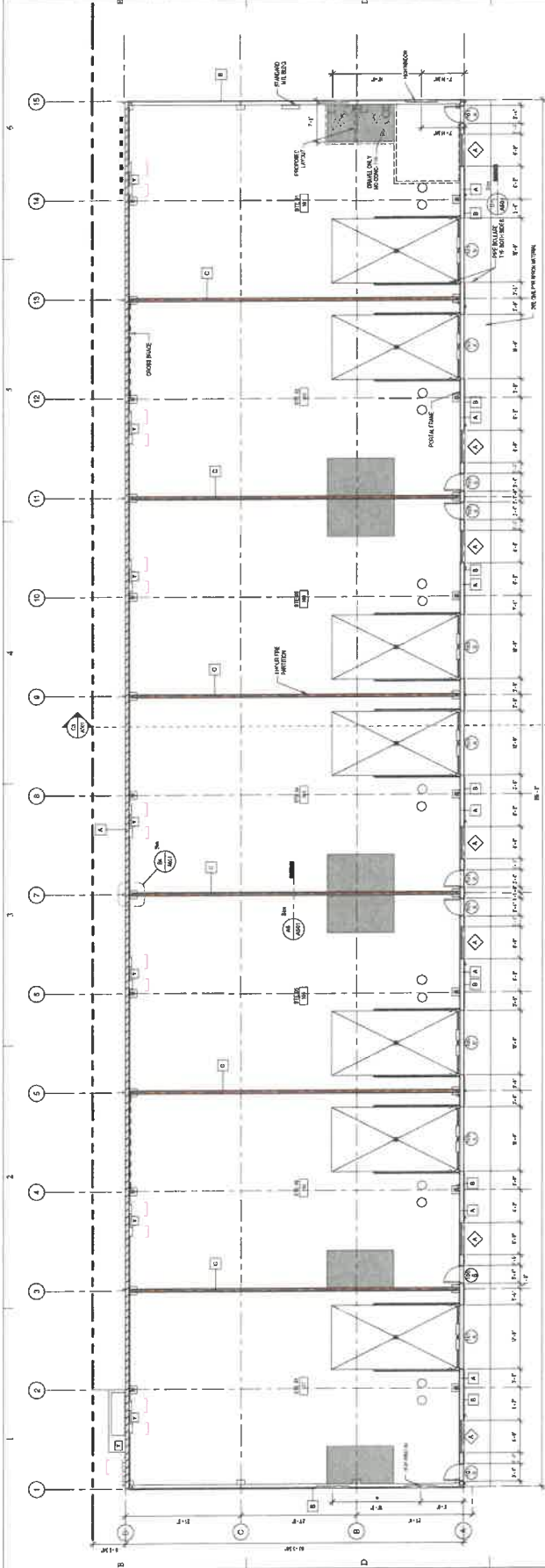
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PROJECT NO.	1116
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DRAWN BY	XXX
CHECKED BY	XXX

PERMIT AND BID SET
10 MAR 2021 10:22

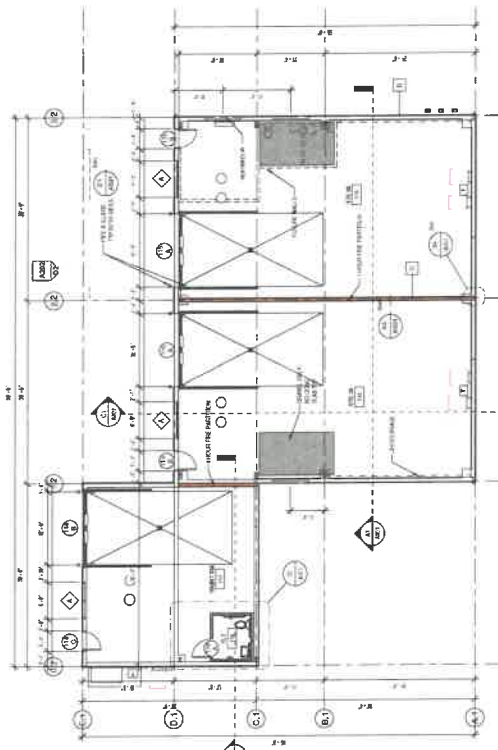
SHEET TTT-15

FLOOR PLANS

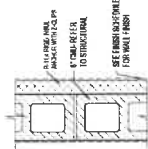
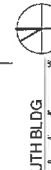
A101



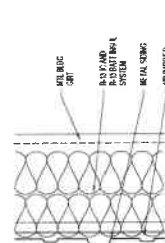
D1 FLOOR PLAN- NORTH BLDG
1/8" = 1'-0"



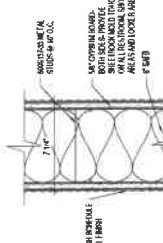
A4 FLOOR PLAN- SOUTH BLDG
1/8" = 1'-0"



C1 WALL TYPE "A"
1'-0" = 1'-0"

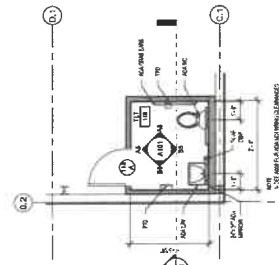


B1 WALL TYPE "B"
2'-0" = 1'-0"



A1 WALL TYPE "C"
2'-0" = 1'-0"

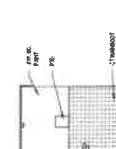
C5 ENLARGED TILT PLAN
1/4" = 1'-0"



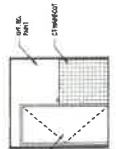
B5 INTERIOR ELEVATION
1/4" = 1'-0"



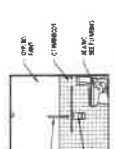
B6 INTERIOR ELEVATION
1/4" = 1'-0"



A5 INTERIOR ELEVATION
1/4" = 1'-0"

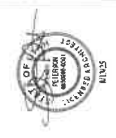


A6 INTERIOR ELEVATION
1/4" = 1'-0"



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KEVERI BUILDINGS

2267 RULON WHITE BLVD
WEBER COUNTY, UTAH

TABLE DATE DESCRIPTION

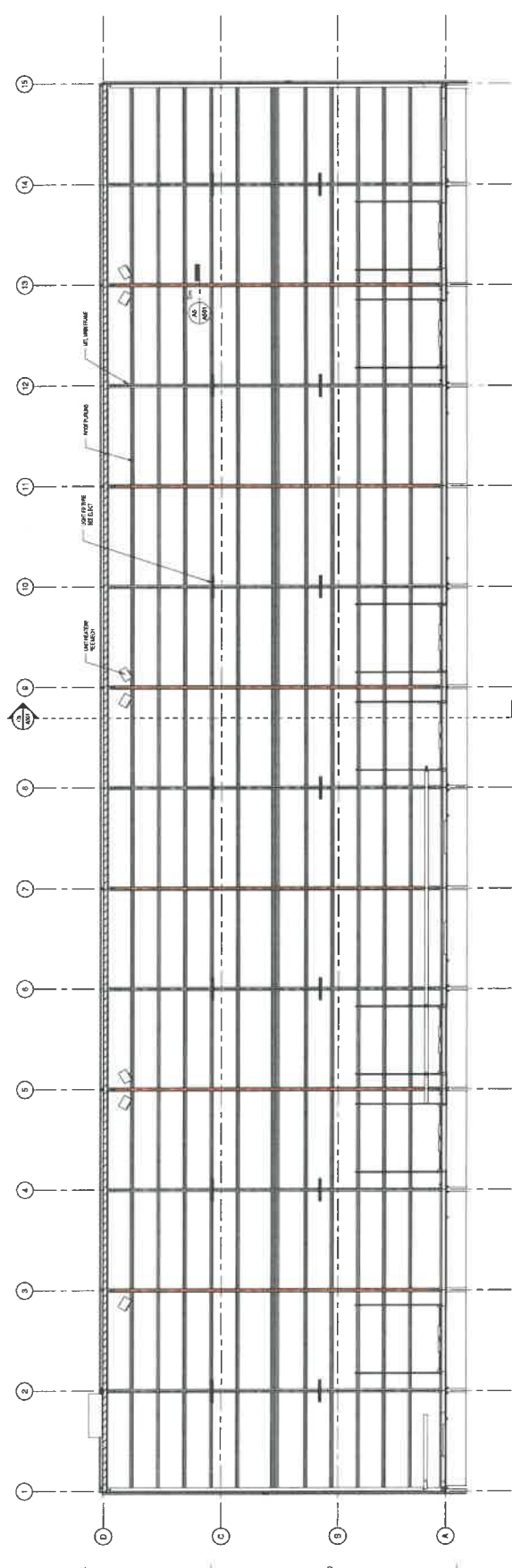
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DESIGNED BY	CLH	
CHECKED BY	CLH	

PERMIT AND BID SET
15-MARCH-2021

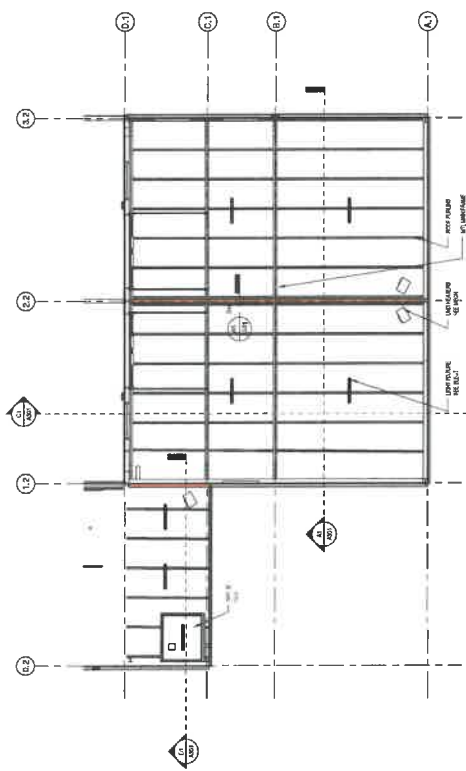
SHEET TITLE

REFLECTED CEILING
PLAN

A102



REFLECTED CEILING PLAN-
BLDG 1
1/8" = 1'-0"



REFLECTED CEILING PLAN-
BLDG 2
1/8" = 1'-0"



CLH ARCHITECTS
ENGINEERS
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Salt Lake City, Utah 84143-1241
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KEVERI BUILDINGS
2367 RALPH WHITE BLVD
WEBER COUNTY, UTAH

MARK DATE DESCRIPTION

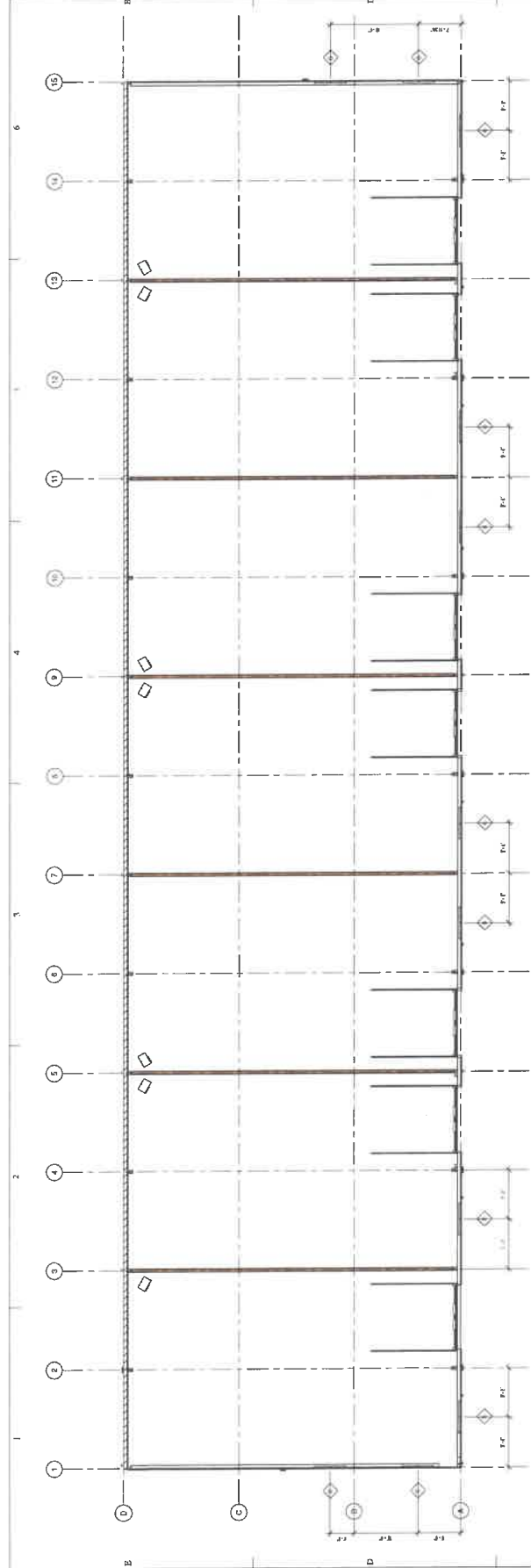
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DATE 1/11/2022

PERMIT AND BID SET
14 MARCH 2022

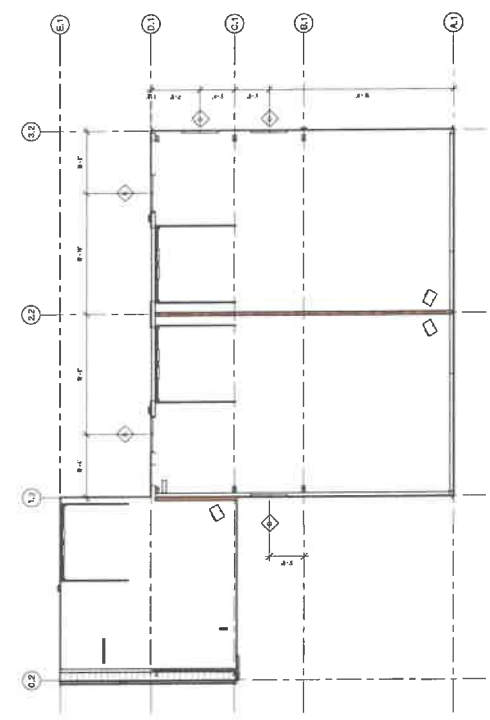
SHEET TITLE

UPPER WINDOW PLANS

A103



C1 UPPER WINDOW- NORTH BLDG
1/11/22



A4 UPPER WINDOW- SOUTH BLDG
1/11/22

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KEVERI BUILDINGS

2267 SILLON WHITE BLVD
WEBER COUNTY, UTAH

MARK DATE DESCRIPTION

ISSUED	5/4/2022
PROJECT NO.	2110
PROJECT FILE	2110
DATE PREPARED	5/4/2022
DESIGNED BY	SP

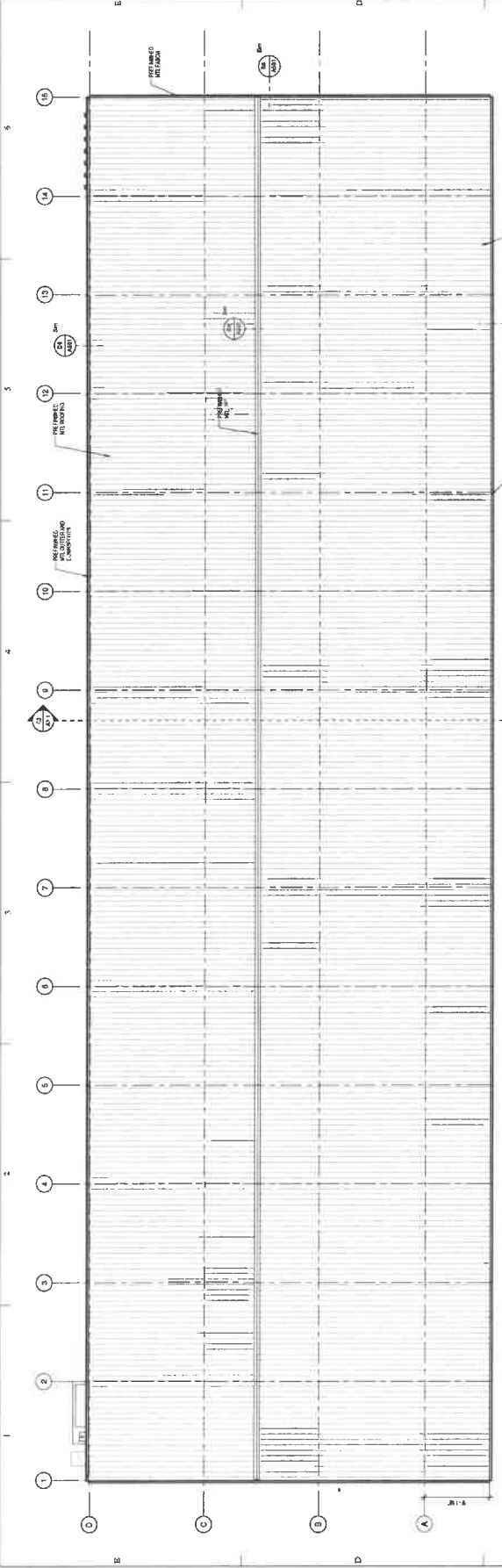
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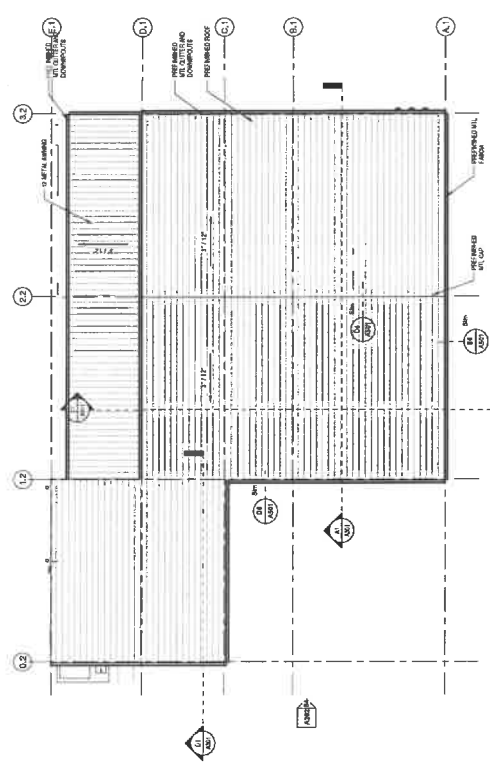
SHEET TITLE

ROOF PLAN

A104



C1 ROOF PLAN- NORTH BLDG
1/8" = 1'-0"



A3 ROOF PLAN- SOUTH BLDG
1/8" = 1'-0"

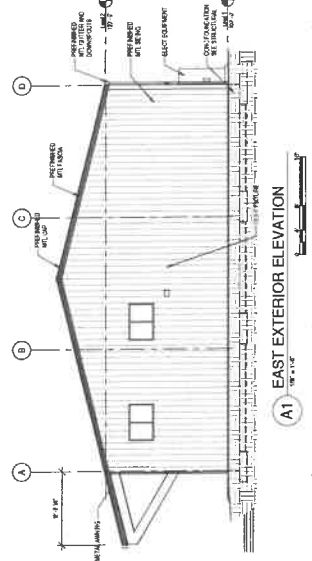
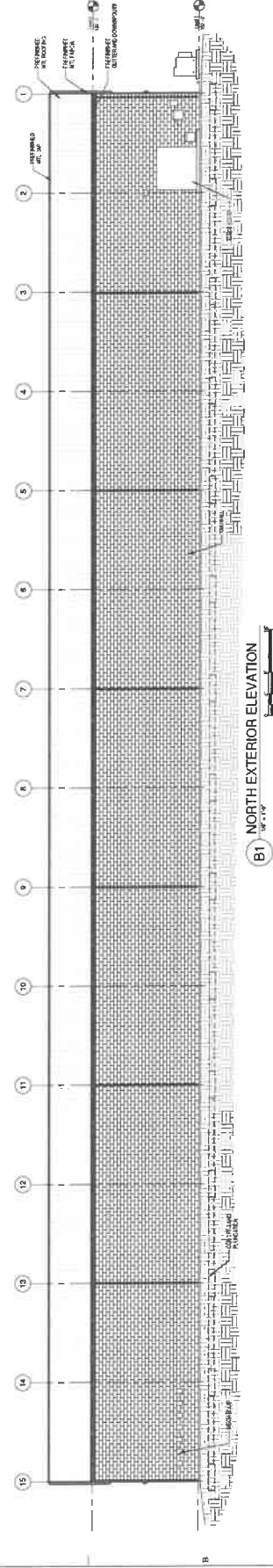
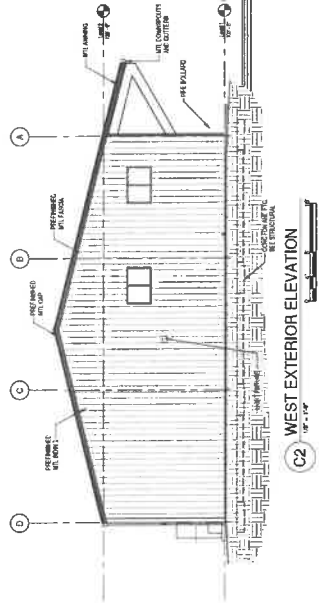
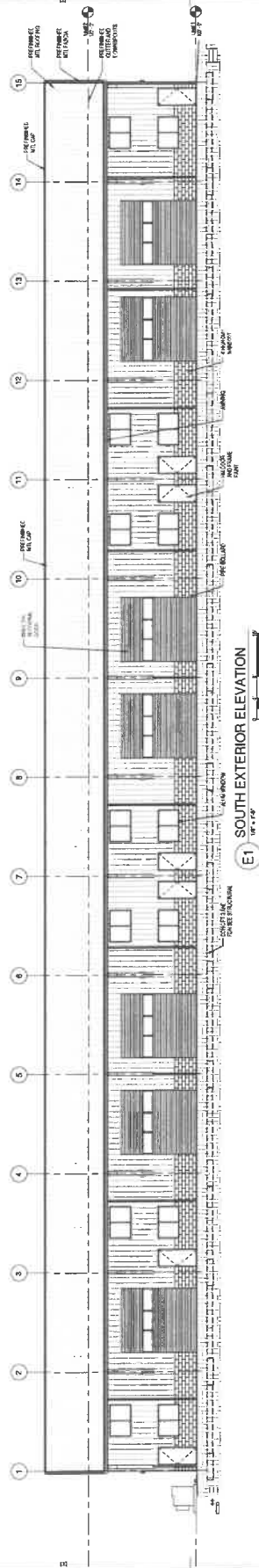
ISSUE	5/15/2013
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CADDWG FILE	
DRAWN BY	JDL
CHECKED BY	SP

PERMIT AND BID SET

16 MARCH 2012

SHEET TITLE

EXTERIOR
ELEVATIONS-NORTH
BUILDING

A201



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KEVERI BUILDINGS

2367 RULON WHITE BLVD
WEBER COUNTY, UTAH

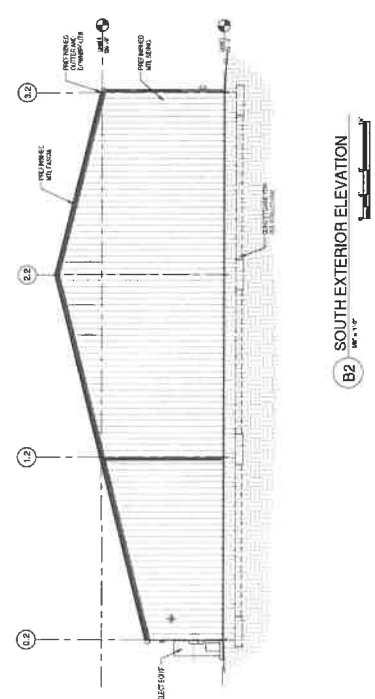
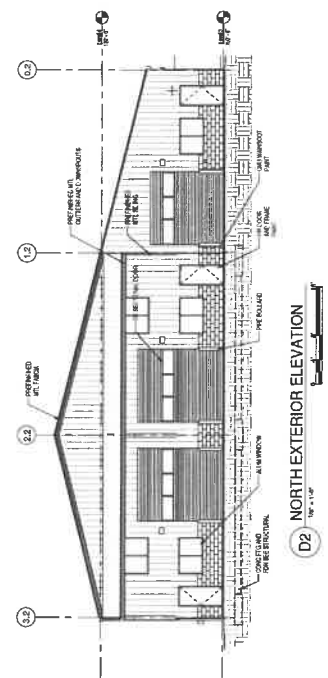
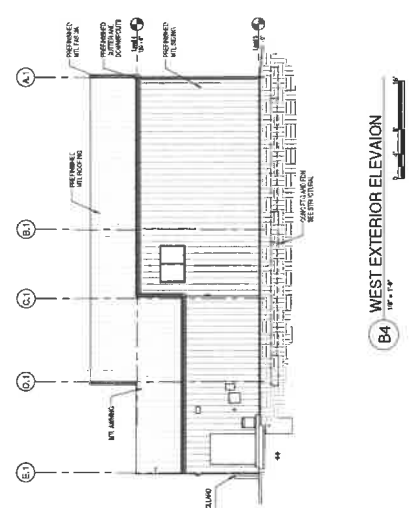
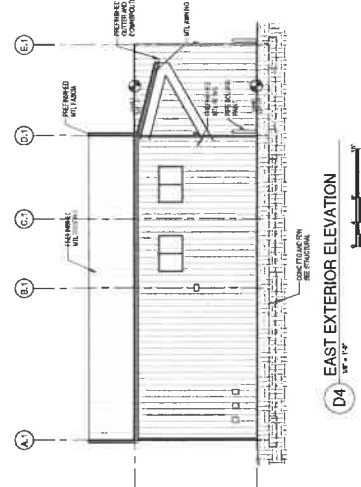
MARK DATE DESCRIPTION

ISSUED	11/10/2025
PROJECT NO.	2367
PROJECT NAME	KEVERI BUILDINGS
DESIGNED BY	CLH
CHECKED BY	CLH
PERMIT AND BID SET	11/10/2025

SHEET TITLE

EXTERIOR
ELEVATIONS-SOUTH
BUILDING

A202



1 2 3 4 5 6

1 2 3 4 5 6



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State of Utah, Utah Professional Seal
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KEVERI BUILDINGS

2397 RULON WHITE BLVD
WEBER COUNTY, UTAH

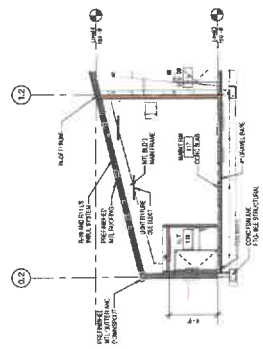
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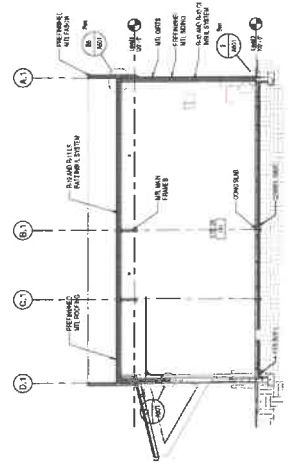
PERMIT AND BID SET
16 MARCH 2023

SECTIONS

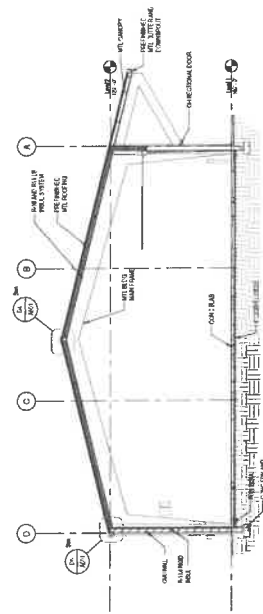
A301



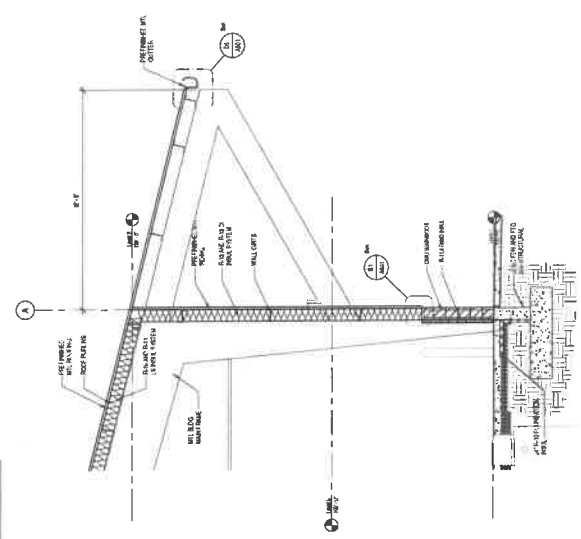
BUILDING SECTION-NORTH
BLDG
D1
1/8" = 1'-0"



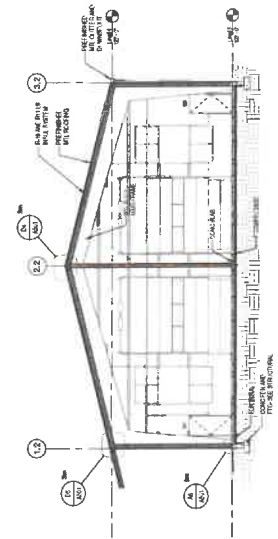
BUILDING SECTION-SOUTH
BLDG
C1
1/8" = 1'-0"



BUILDING SECTION-NORTH
BLDG
C3
1/8" = 1'-0"

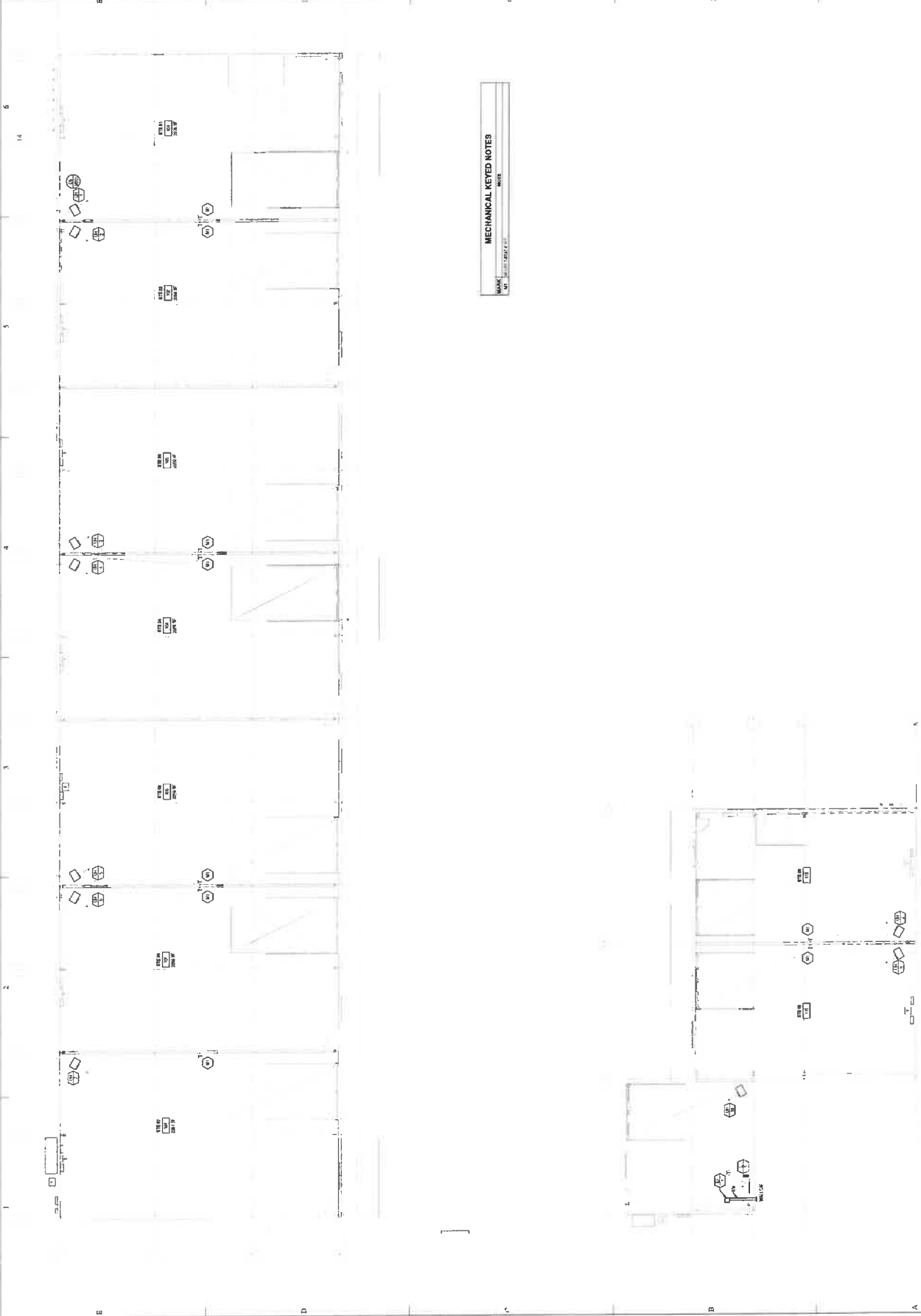


WALL SECTION
A4
1/8" = 1'-0"



BUILDING SECTION-SOUTH
BLDG
A1
1/8" = 1'-0"

A1 MECHANICAL PLAN
1/8" = 1'-0"



MECHANICAL KEYED NOTES

KEEVER BUILDINGS
2367 RILTON WHITE BLVD
WEBER COUNTY, UTAH



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CONSULTANTS

Core, Lowe & Bell, Inc. - 1234 Washington Blvd
Suite 100 - Ogden, Utah 84401-2345
509.234.5678 • www.clb.com

ARCHITECTS
ENGINEERS



MARK	DATE	DESCRIPTION
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4	10/10/2021	10/10/2021
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73	10/10/2021	10/10/2021
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76	10/10/2021	10/10/2021
77	10/10/2021	10/10/2021
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97	10/10/2021	10/10/2021
98	10/10/2021	10/10/2021
99	10/10/2021	10/10/2021
100	10/10/2021	10/10/2021

MECHANICAL PLAN

M101



KEVERI BUILDINGS

2267 RULON WHITE BLVD
WEBER COUNTY, UTAH

MARK	DATE	DESCRIPTION
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ISSUE	10/20/22
PROJECT NO.	2108
DATE FILED	08/14/22
DESIGNED BY	ML
CHECKED BY	MT
PERMIT AND BID SET	
10/20/22	

SHEET TITLE	PLUMBING PLAN
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PLUMBING PLAN

P101

MARK	DATE	DESCRIPTION
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PLUMBING KEYED NOTES

1. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
5. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
6. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
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8. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
9. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.
10. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 UTAH PLUMBING CODE.



PLUMBING PLAN
1/4\"/>

A1

CONSULTANTS

STAMP



KEVERI BUILDINGS
 2267 RILTON WHITE BLVD
 WEBER COUNTY, UTAH

MARK DATE DESCRIPTION

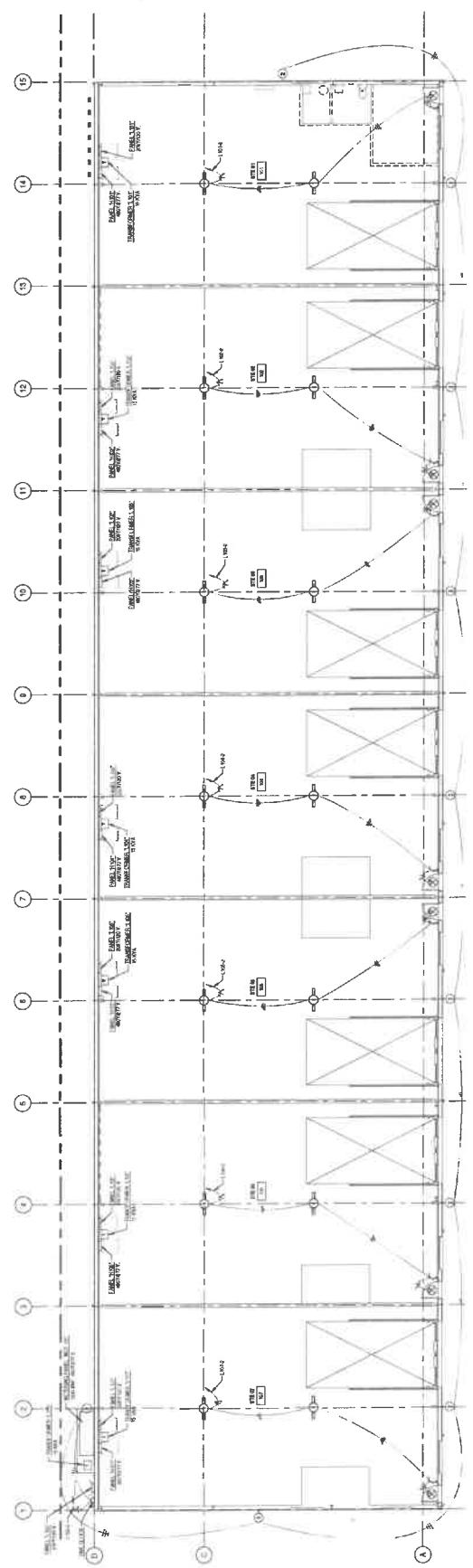
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DRAWN BY	WLD
CHECKED BY	

PERMIT AND BID SET
 10/11/2021

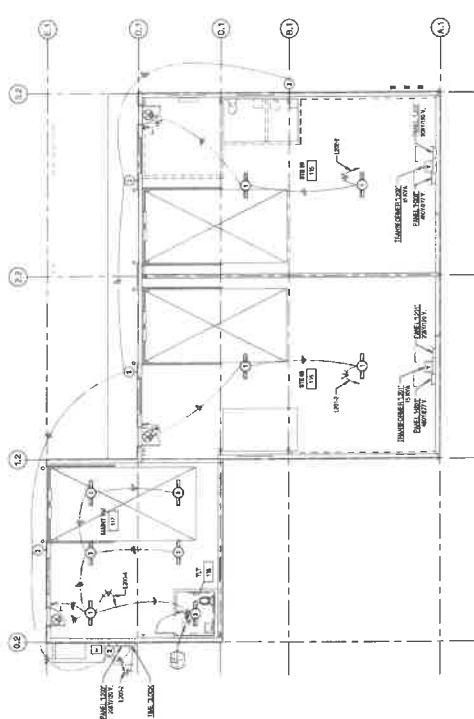
SHEET TITLE

ELECTRICAL
 LIGHTING PLAN

EL 101



ELECTRICAL LIGHTING PLAN -
NORTH BUILDING
 C1
 10/11/21

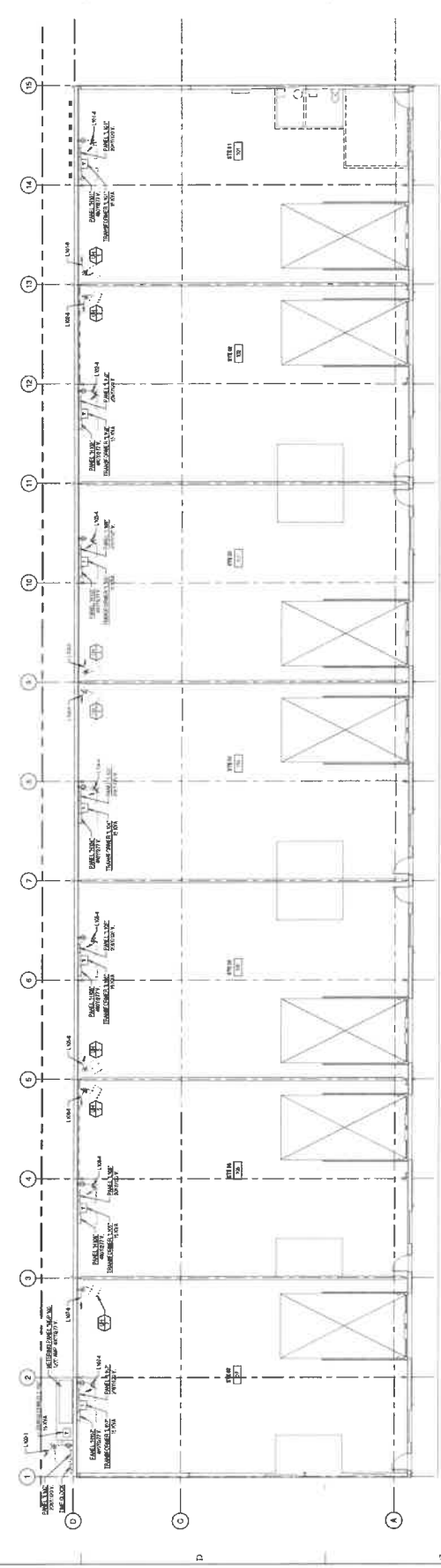


ELECTRICAL LIGHTING PLAN -
SOUTH BUILDING
 A1
 10/11/21

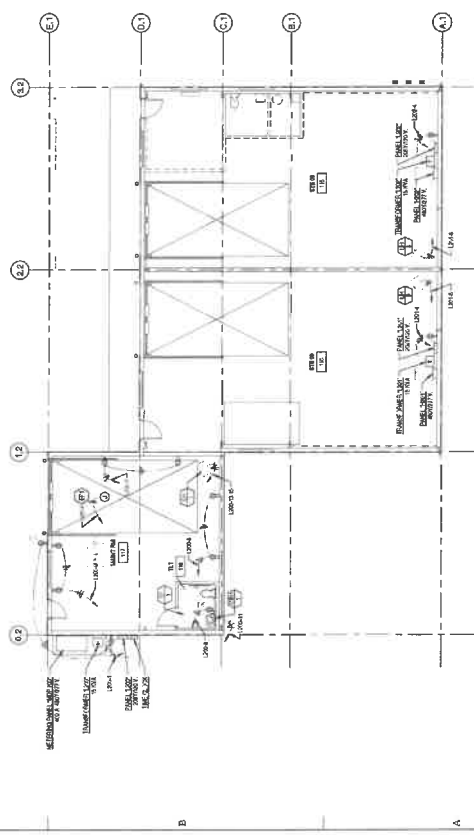
ELECTRICAL POWER KEYED NOTES	
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2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).	
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).	



CLH ARCHITECTS ENGINEERS
 10000 Wilshire Blvd, Suite 1100
 Los Angeles, CA 90024-1540
 Tel: (310) 274-1100 | www.clh.com



ELECTRICAL POWER PLAN - NORTH
 BUILDING
 C1 1/8" = 1'-0"



ELECTRICAL POWER PLAN - SOUTH
 BUILDING
 A1 1/8" = 1'-0"



KEVERI BUILDINGS
 2067 RULON WHITE BLVD
 WEBER COUNTY, UTAH

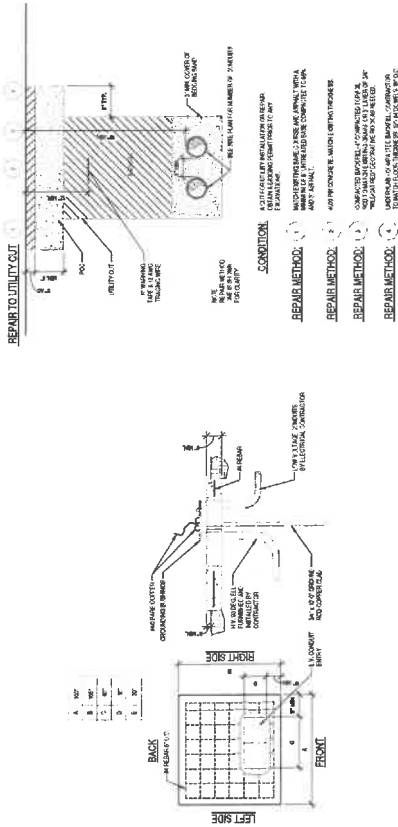
MARK	DATE	DESCRIPTION
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ISSUED	03/02/2023
PROJECT NO.	2023-001
CONTRACT NO.	2023-001
DRAWN BY	JMS
CHECKED BY	JMS
PERMIT AND BID SET	10 MARCH 2023

SUBJECT TITLE
ELECTRICAL POWER PLAN

EP101

CONDUIT AND CONDUCTOR SCHEDULE (COPPER)			
TYPE	CONDUIT	CONDUCTOR	NOTES
1	1/2"	10	10 AWG
2	3/4"	12	12 AWG
3	1"	14	14 AWG
4	1 1/4"	16	16 AWG
5	1 1/2"	18	18 AWG
6	2"	20	20 AWG
7	2 1/2"	22	22 AWG
8	3"	24	24 AWG
9	3 1/2"	26	26 AWG
10	4"	28	28 AWG
11	4 1/2"	30	30 AWG
12	5"	32	32 AWG
13	5 1/2"	34	34 AWG
14	6"	36	36 AWG
15	6 1/2"	38	38 AWG
16	7"	40	40 AWG
17	7 1/2"	42	42 AWG
18	8"	44	44 AWG
19	8 1/2"	46	46 AWG
20	9"	48	48 AWG
21	9 1/2"	50	50 AWG
22	10"	52	52 AWG
23	10 1/2"	54	54 AWG
24	11"	56	56 AWG
25	11 1/2"	58	58 AWG
26	12"	60	60 AWG
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28	13"	64	64 AWG
29	13 1/2"	66	66 AWG
30	14"	68	68 AWG
31	14 1/2"	70	70 AWG
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34	16"	76	76 AWG
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36	17"	80	80 AWG
37	17 1/2"	82	82 AWG
38	18"	84	84 AWG
39	18 1/2"	86	86 AWG
40	19"	88	88 AWG
41	19 1/2"	90	90 AWG
42	20"	92	92 AWG
43	20 1/2"	94	94 AWG
44	21"	96	96 AWG
45	21 1/2"	98	98 AWG
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95	46 1/2"	198	198 AWG
96	47"	200	200 AWG
97	47 1/2"	202	202 AWG
98	48"	204	204 AWG
99	48 1/2"	206	206 AWG
100	49"	208	208 AWG



D5 TYPICAL UNDERGROUND CONDUIT

D4 TYPICAL TRANSFORMER PAD INSTALLATION

KEVERI BUILDINGS
2307 RALPH WHITE BLVD
WEBER COUNTY, UTAH



STAMP

MARK DATE DESCRIPTION

DATE: 10/20/2023
PROJECT NO: 2106
CAUTION: NO
DRAWN BY: JMS
CHECKED BY: JMS

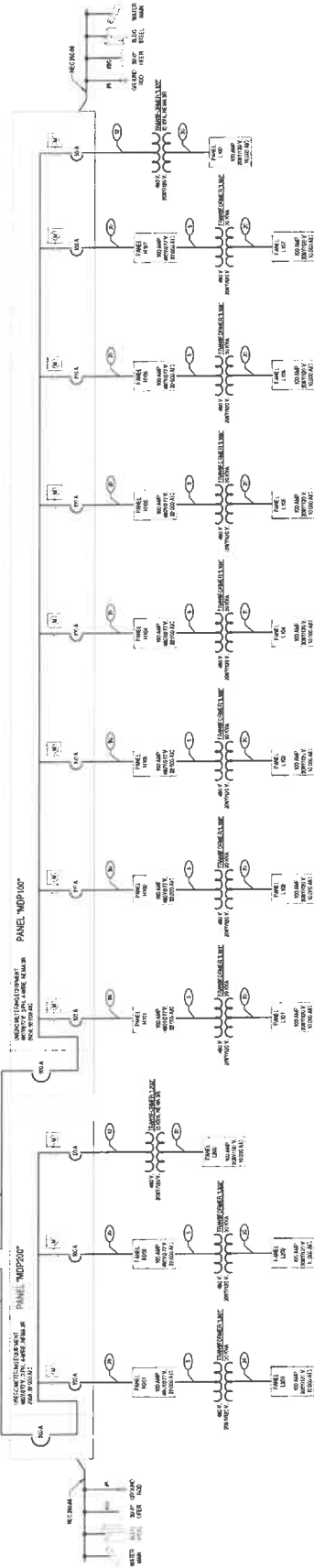
PERMIT AND BID SET

10/20/2023

SHEET TITLE

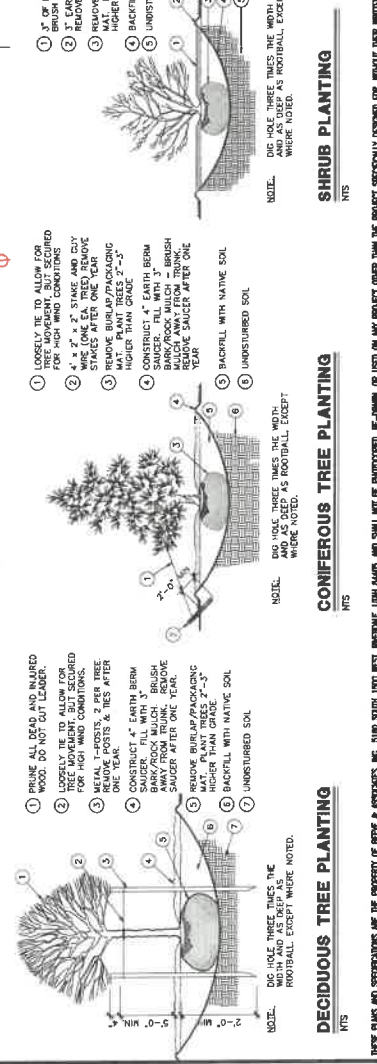
ELECTRICAL SCHEDULES & DIAGRAMS

EP(41)



A1 ELECTRICAL POWER RISER DIAGRAM

OTHER	Description	Symbol	Size/Type
	Turf Grass - Sod		Sod
	Gravelly Bluegrass mix - 3 Species minimum		1" Diameter
	Gravel Mulch		3" Depth
	Contractor to provide 5 years protection and barrier cloth if all planting beds.		
	Contractor to provide acceptable to owner filter approved prior to delivery.		
	Concrete Mass Slab		6" x 6"

[illegible]

475

MTS

175

415



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Request for approval of a design review for the construction of 23,800 square-foot fabrication building.
Agenda Date: Tuesday, October 14, 2025
Applicant: Nate Christensen
File Number: DR 2025-07

Property Information

Approximate Address: 8052 West 900 South, Ogden, UT, 84404
Project Area: 5.44 acres
Zoning: Manufacturing Zone (M-1)
Existing Land Use: Industrial
Proposed Land Use: (same)
Parcel ID: 10-174-0001
Township, Range, Section: T6N, R3W, Section 15 SW Qtr

Adjacent Land Use

North:	Residential	South:	900 South Street
East:	Vacant	West:	Residential

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Applicable Ordinances

- Title 101 Chapter 1 General Provisions, Section 7 Definitions
- Title 104 Chapter 21 Manufacturing (M-1) Zone
- Title 108 Chapter 1 (Design Review)
- Title 108 Chapter 7 (Parking Lot Design and Maintenance)

Background and Summary

The applicant is requesting approval of a design review application to construct a 23,800 square-foot fabrication building in the M-1 located on 900 South Street. The proposed architecture of the structure appears to conform to a manufacturing use. The applicant is proposing galvalume, burnished slate, and white vertical siding. The south elevation proposes a stone façade along the front.

Analysis

General Plan: The proposal is not contrary to the Western Weber Planning Area General Plan (2022).

Zoning: The subject property is located within the Manufacturing (M-1) Zone. The purpose of the M-1 Zone can be further described in Land Use Code Section 104-21-1 (b) as follows:

The purpose of the Manufacturing (M-1) Zone is to provide a light manufacturing zone in areas that will accommodate the need for light intensity type manufacturing and its associated accessory uses, some of which may have an environmental impact requiring public review and regulation.

The applicable standards (Section 104-21-5) are as follows:

- Minimum front yard setback: 30 feet
- Minimum side yard (when a corner lot – the side facing the street) setback: 20 feet

- Minimum rear yard setback: (none)
- Maximum building height: (none)

The site plan indicates conformity to all minimum setbacks, except the side yard facing 2100 N. The submitted plans show an 18' setback, which will need to be revised. This appears in the conditions of approval listed below. The maximum building height of this proposal is 60'.

Design Review: Buildings in manufacturing zones are largely exempt from architectural standards and design requirements related to aesthetics. However, the property owner/developer have taken steps to ensure that the general design, layout, and appearance of the building remain aesthetically pleasing to the uses permitted in the Manufacturing (M-1) Zone.. As part of this review, the Planning Commission shall consider the applicable matters based on the proposed use and impose conditions to mitigate deficiencies. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion: The proposed parking lot will accommodate 26 passenger vehicles. This includes one proposed ADA stall on the south side parking lot along 900 South Street. Applicant is proposing two accesses off of 900 South street. Engineering has not expressed concerns over this.

Considerations relating to landscaping, buildings and site layout. The applicant is still working on a putting together a zero scape plan for this site. Recommendation for approval will be conditioned upon submittal of a satisfactory landscaping plan for this manufacturing site.

Considerations relating to utility easements, drainage, and other engineering questions. The applicant will need to adhere to all conditions of the Engineering Division including recommendations regarding retention ponds and pollution prevention methods.

Review Agencies: In addition to the comments and requirements of the Planning Department, Weber County Engineering has provided comment and conditions as well. Weber Fire District has issued approval and will offer a more detailed review upon submission of a building permit application. Planning Staff has included these conditions of approval that must be completed before the land use permit is issued.

Staff Recommendation

Staff recommends approval of file # DR 2025-07, a request for Design Review approval for a 23,800 fabrication building in the M-1 Zone, located at 8052 West, 900 South, Ogden, UT, 84401. This recommendation is conditioned upon all review agency requirements, and the following conditions:

1. All review agency requirements must be addressed and completed before the written approval of the design review is issued.
2. A landscape plan shall be submitted prior to written approval of this design review application.
3. Occupancy shall not occur until all improvements, including landscaping, have either been installed or guaranteed.
4. That the building's setbacks conform to Code requirements.

The following findings are the basis for Staff's recommendation:

5. This proposal is listed as a permitted use within the M-1 Zone.
6. This proposal conforms to the Land Use Code of Weber County, Utah.
7. The owners will obtain the appropriate permits before construction begins.

Exhibits

- A. Application and Narrative
- B. Site Plan & Elevations

Map 1

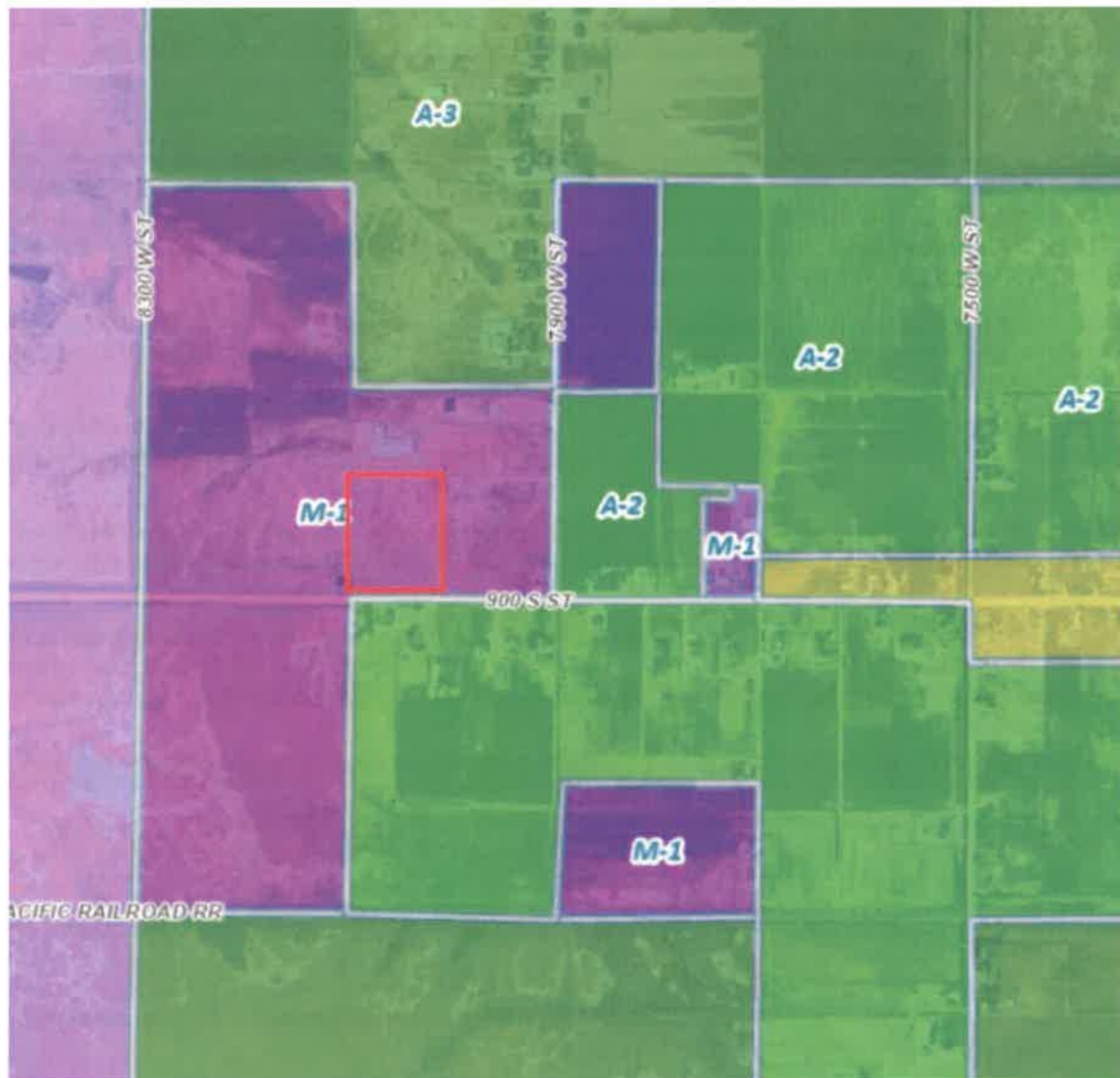


Exhibit A - Application and Narrative

Christensen-Nate-Design Reviews

[+ Add Follower](#)[Change Status](#)[Change Review Due Date](#)[Edit Project](#)

Address: 8052 West 900 South, Ogden, UT, 84404
Maps: [Google Maps](#)
Project Type: Design Reviews
Sub Type: Design Reviews
Created By: [Jim Flint](#)
Created On: 6/5/2025

Project Status: Accepted
Status Date: 7/7/2025
File Number: DR 2025-07
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 12[Comments](#) 2[Reviews](#) 2[Followers](#) 14[History](#)[Reminder](#) 0[Payments](#) 1[Internal](#) 0

Application

[+ Add Building](#) [+ Add Parcel](#) [Edit Application](#) [+ Add a Contractor](#) [Print](#) [Building Permit](#)

Project Description

23,800 SF fabrication shop on a 5.44 acre parcel in western Weber County

Property Address

8052 West 900 South
Ogden, UT, 84404

Property Owner

Nate Christensen
801-706-1921
nchristensen@bowenco.com

Representative

Jim Flint
435-723-3491
jjmf@haies.net

Accessory Dwelling Unit

False

Current Zoning

M-1

Subdivision Name

Jamesidney Subdivision First Amendment

Number of new lots being created

0

Lot Number

3

Lot Size

5.44 acres

Frontage

319.99 feet

Culinary Water Authority

West Warren-Warren Water

Secondary Water Provider

Not Applicable

Sanitary Sewer Authority

Not Applicable

Nearest Hydrant Address

8052 West 900 South

Signed By

Representative, Jim Flint

Parcel Number

[Remove](#) 101740001 - [County Map](#)

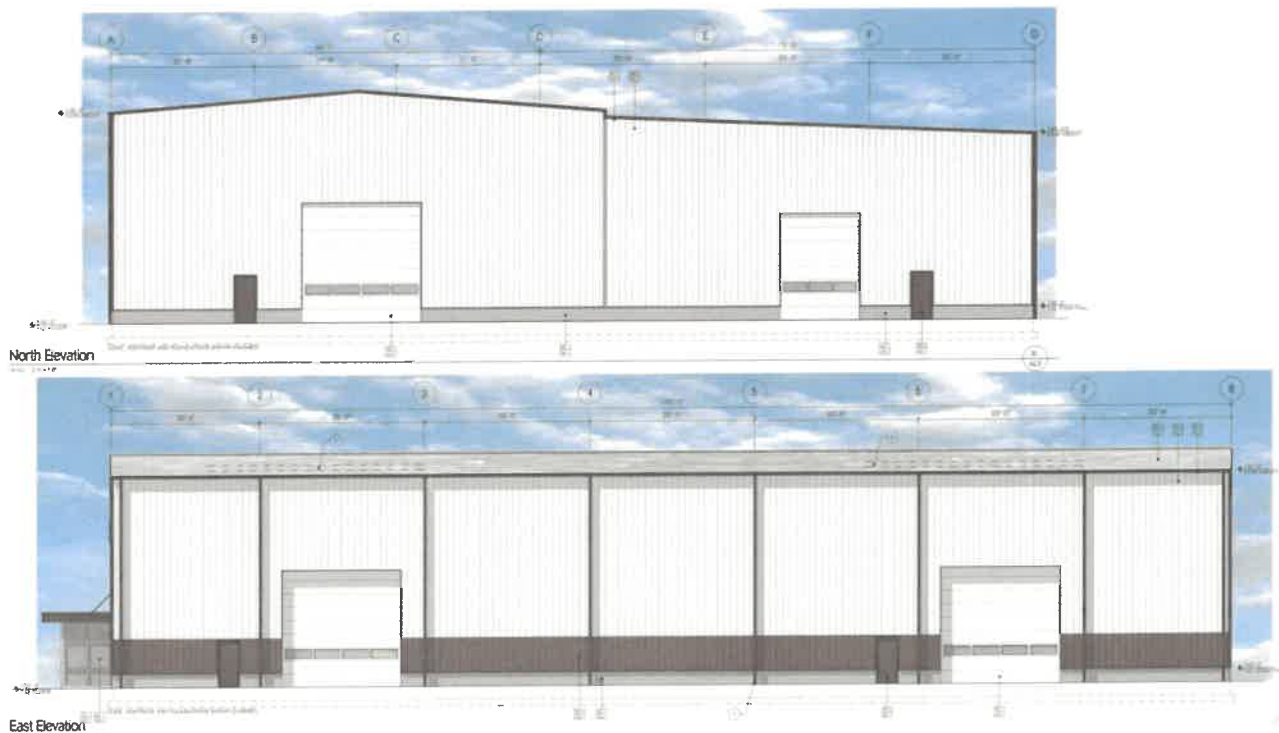
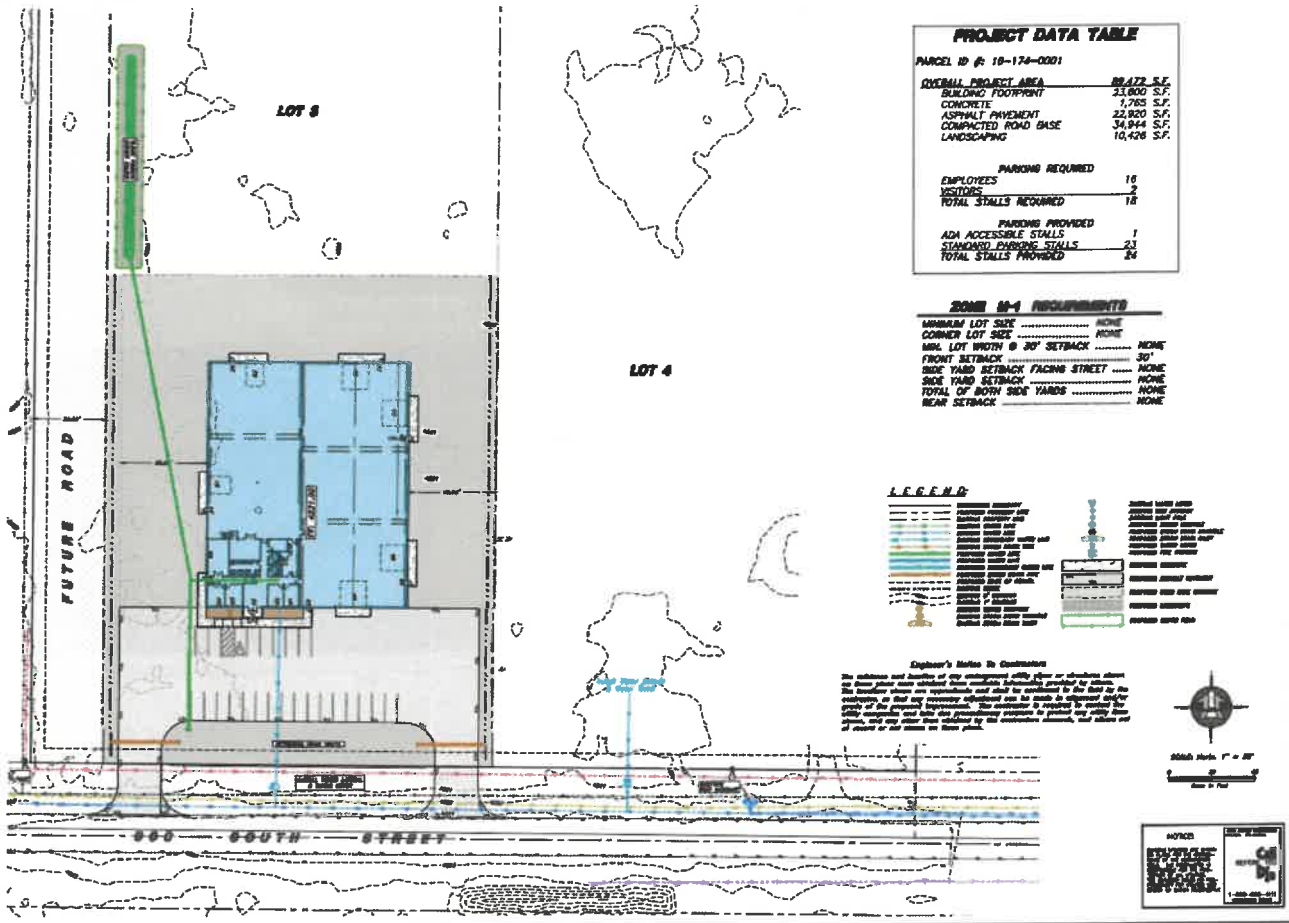


To Whom it may concern,

We are a small fabrication shop that is looking to build a new shop out in West Warren. We have been in business for 16 years now. We build anything from airport equipment to mining equipment and anything in between. We keep a clean yard and are good neighbors.

Thanks. Nate

Exhibit B - Site Plan & Elevations





MEMO

Date: October 14, 2025

To: Western Weber Planning Commission

From: Felix Lleverino

Re: A public meeting to discuss comments from the Western Weber Planning Commission. This public meeting will focus on the topics of ROW improvements, timing of those improvements, right-of-way dedication, and legal nonconforming structures. This meeting is a continuation of a discussion that took place on September 16, 2025, on a request to expand the C-2 zone boundary to occupy the entire 2.06-acre parcel that is located at 1402 South 4700 West.

The Planning Division has received an application from the land owner named Dale Jordan, who would like to utilize the entire 2.06-acre parcel for commercial uses and alleviate confusion regarding ambiguity about where exactly the zone boundary lies. This owner and future owners would be able to develop the land in conformity with the Commercial, C-2 zone code and all other applicable land use codes. The current zone of the property that is outside of the C-2 zone boundary and within the parcel is Agricultural (A-1), which permits residential, agricultural, and limited agricultural-related commercial uses. The property is currently occupied by several structures, including a 1,600 SF home, a 2,200 SF storage building, and a second 1800 SF storage building. This memo aims to provide a solution to the proximity of existing structures to the public roads and the potential non-conforming setbacks that will result following ROW expansions to 4700 West Street, a UDOT ROW, and 1400 South Street, a county public ROW.

The proposed development agreement language in Exhibit A is written by the county planning staff in cooperation with the land owner. Exhibit B displays an example of land area occupied by future right-of-way expansion and the location of the existing grandfathered structures.



Exhibit A

Street Right-of-Way Dedication. Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way as public thoroughfares at no cost to the County.

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

Nonconforming setbacks. All existing structures that do not conform to the minimum front yard setbacks are considered legal nonconforming.

Expansions to legal nonconforming buildings shall conform to **Chapter 108-12 Non-complying Structures** of the Weber County Code.

The owner is within their rights to seek fair compensation from the public entity at the time when physical public right-of-way improvements become necessary for the areas occupied by an existing nonconforming structure.

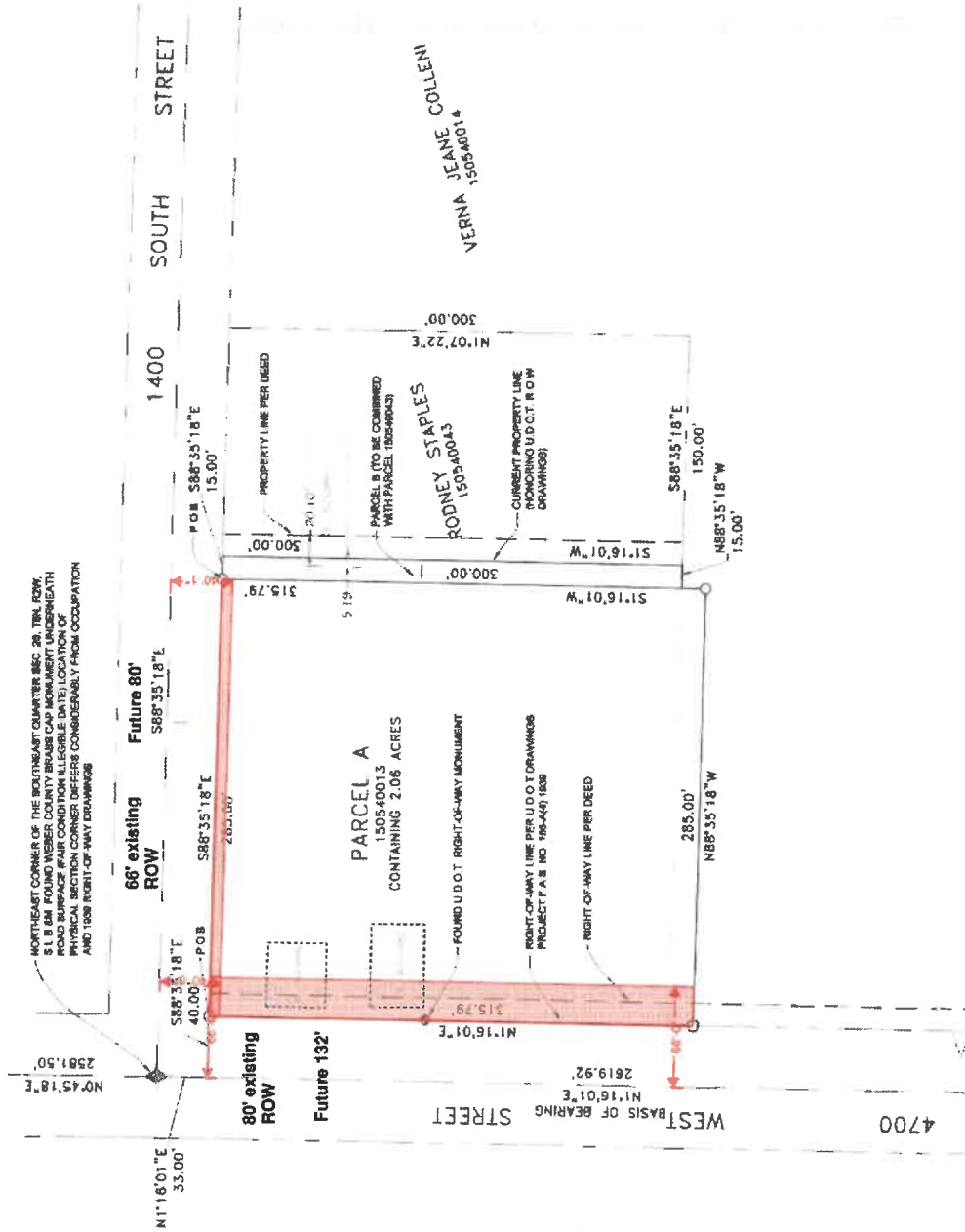
Any new structure shall be located outside of the 66-foot half-width right-of-way on 4700 West and the 40-foot half-width right-of-way on 1400 South.

The appropriate right-of-way dedication shall be made with any new subdivision, design review, or conditional use permit for all frontages of the property except the frontage occupied by legal nonconforming buildings.

All new structures and site improvements, from the date of this agreement, shall be placed in a manner that does not obstruct the clear-view sight triangle for intersections and driveways as directed by the County Engineering Department.

Complete street requirements stated in Section 8.4 of this development agreement are required in all other areas that do not contain legal nonconforming structures.

Exhibit B





Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision, located at approximately 1700 South, 4150 West, from the A-1 zone to the R1-15 zone.
Agenda Date: October 14, 2025
Applicant: Keith Ward
File Number: ZMA2025-05
Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23966>

Property Information

Approximate Address: 1700 South, 4150 West, Unincorporated West Weber
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North: Anselmi Acres Subdivision	South: Residential
East: Residential	West: Bristol Farms Subdivision

Staff Information

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

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural Zones.
§Title 104, Chapter 12 Residential Zones.

Legislative Decisions

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

Summary and Background

This report addresses a request for a **General Plan Amendment, Rezone, and Development Agreement** for the **Halcyon Estates Subdivision** in Western Weber County.

- **General Plan Amendment:** Changes the future land use designation of a 10-acre open space parcel from **Parks/Recreation** to **Medium-to-Large Sized Residential Lots**.
- **Rezone:** Changes zoning for the entire subdivision—including the 10-acre parcel and existing lots—from **Agricultural (A-1)** to **Residential (R1-15)**. This aligns zoning with existing lot sizes and prevents nonconformities if the 10-acre parcel is developed.
- **Development Agreement:** Applies only to the 10-acre parcel to guide development in line with R1-15 standards and county policies.

Key Considerations:

- The proposed zoning better reflects existing development patterns and supports the **Western Weber General Plan**.
- The applicant proposes a **\$7,500 per-lot contribution** (existing and new lots) to support local parks and recreation.
- Connectivity is generally acceptable; however, the Planning Commission may consider whether additional trail connections are appropriate.
- Required services and infrastructure are either available or will be upgraded through development.

Staff Recommendation:

Approval, subject to a development agreement that includes:

1. Use of the county's standard development agreement template.
2. Street tree installation (or donation) consistent with county standards.
3. Upgrading sidewalk along 1800 South to a multi-use pathway (as ROW allows).

Findings:

- The proposal aligns with the general plan's vision for smart growth and compatible development.
- It mitigates impacts through funding and infrastructure improvements.
- The development agreement ensures mutual public and private benefit.

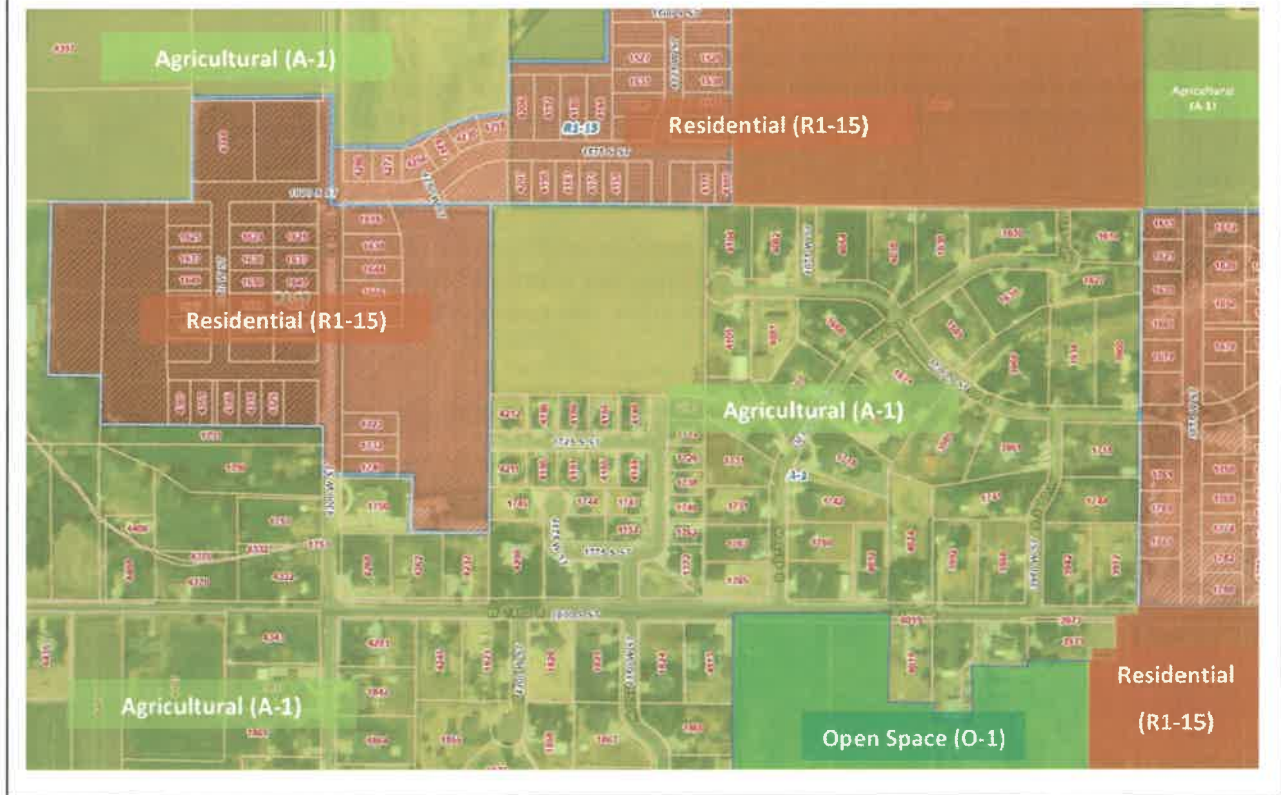
Policy Analysis

Figure 1: Halcyon Estates Subdivision (Existing)



This report is regarding a general plan amendment, rezone, and development agreement for the Halcyon Estates Subdivision. The proposed general plan amendment is intended to change the future land use designation of Halcyon Estates' current 10-acre open space parcel from parks/recreation to Medium-to-Large Sized Residential Lots. The rezone is to change the zone for the lots and current open space of the Halcyon Estates subdivision from agricultural (A-1) to residential (R1-15), and the development agreement is intended to apply only to the 10-acre current open space parcel to guide future development under the R1-15 zone.

Figure 2: Current Zoning Map of Area.



Existing Halcyon Estates Lots. The existing lots in the Halcyon Estates development were platted as part of a PRUD development in which lot sizes approved were significantly smaller than that required by the zone in exchange for agricultural open space. If not including the open space area, the current lots are more in compliance with the R1-15 zone than they are the A-1 zone. Thus, a rezone of the existing lots from A-1 to R1-15 should benefit those existing lot owners.

Figure 1 shows the existing subdivision configuration. The applicant desires to rezone the 10-acre area labeled "development agreement area." The Halcyon Estates Subdivision was platted in part as a lot-averaged subdivision and in other part as a PRUD, each allowing smaller lots in exchange for larger lots and/or open space. Consequently, the majority of the lots therein are smaller than the minimum allowed by the A-1 zone. **Figure 2** illustrates the current zone map for the immediate area.

If the subject 10-acre open space parcel is allowed to be rezoned and developed under the R1-15 zone as proposed by the applicant, its conversion from open space to developed lots will make each of the other lots nonconforming in the A-1 zone. To avoid this, Staff is further recommending should the applicant's request be deemed favorable that the county rezone all of the lots within Halcyon Estates Subdivision to the R1-15 zone. **Figure 3** illustrates how that would appear on the area's zone map. The existing lots appear to be consistent with the minimum development standards of the R1-15 zone. If there are any lawfully permitted uses already established in the A-1 zone that are not allowed in the R1-15 zone, then those rights will be grandfathered and run with the specific property.

Figure 3: Proposed Zoning Map and the Subject Parcel(s).

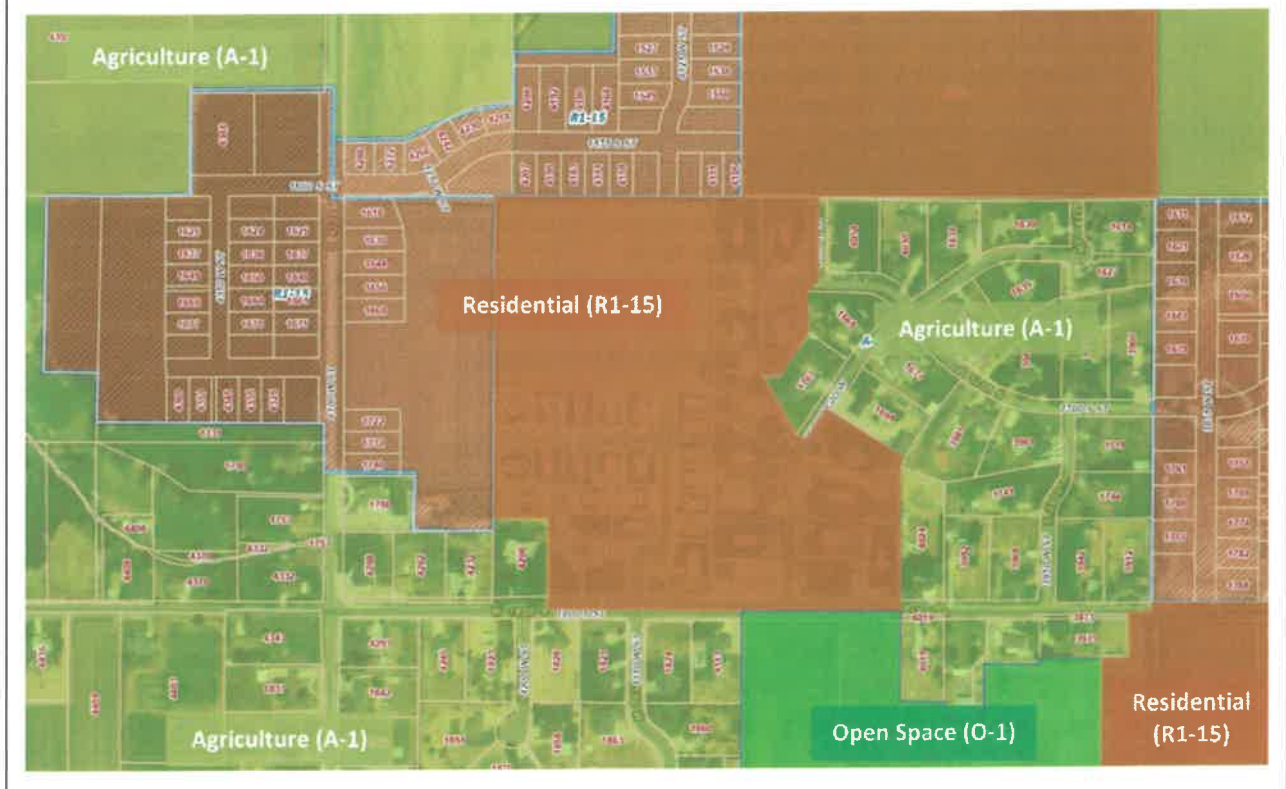


Figure 4 illustrates the applicant's proposed conceptual development configuration within the context of other existing and planned developments in the area.

Zoning Analysis

The current zone of the subject property is A-1. The purpose and intent of the A-1 zone is as follows:

The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:

- *Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
- *Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
- *Direct orderly low-density residential development in a continuing rural environment.*

The proposed zone for the subject property is the R1-15 Zone. The purpose of the R1-15 Zone is:

"... to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. [...]"¹

The R1-15 Zone is intended to support single-family lots that are an average of 15,000 square feet in area. The R1-15 zone was specifically designed to support the residential directives that the Western Weber General Plan prescribes for this area.

Weber County Code has six general decision criteria for determining whether a rezone is merited. They are as follows:

¹ Weber County Code Section 104-12-1.

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

The following is an analysis of the proposal in the context of this criteria.

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

As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcome, any desired deviation from it should be done with caution.

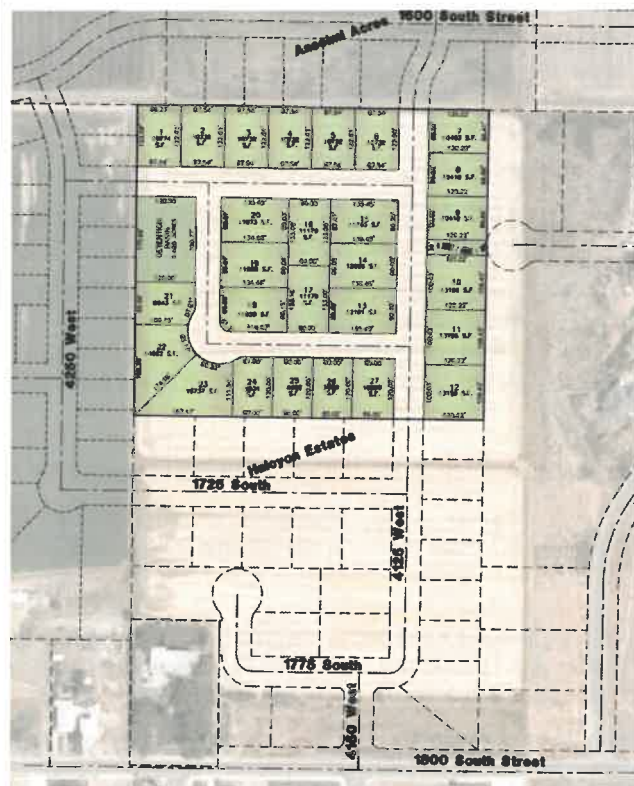
The community character vision is the filter through which all interpretation and understanding of the plan should be run. This is the vision to which all other visions and goals within the plan are oriented. It reads as follows:

"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."²

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing for the public the benefits of these principles. Because the general plan is *general* in nature, no one principle is absolutely mandatory except when adopted into the development code. Similarly, allowing a property to be rezoned is also not mandatory. Both the developer and the County have the ability to substantially gain if a rezone is well negotiated.

The applicant's request is coupled with an application to amend the general plan. The plan amendment is isolated to an update to the maps for the area. **Figure 5** illustrates the future land use

Figure 4: Applicant's Concept Plan



² Western Weber General Plan (p. 21)

map as it is presented in the current general plan, with the subject property outlined in black. The subject 10-acres is designated on the future land use map for park/recreation open space. To honor the plan and grant the rezone, the map should be updated to redesignate the property to the medium-to-large residential lots.

Figure 5: General Plan's Future Land Use Map

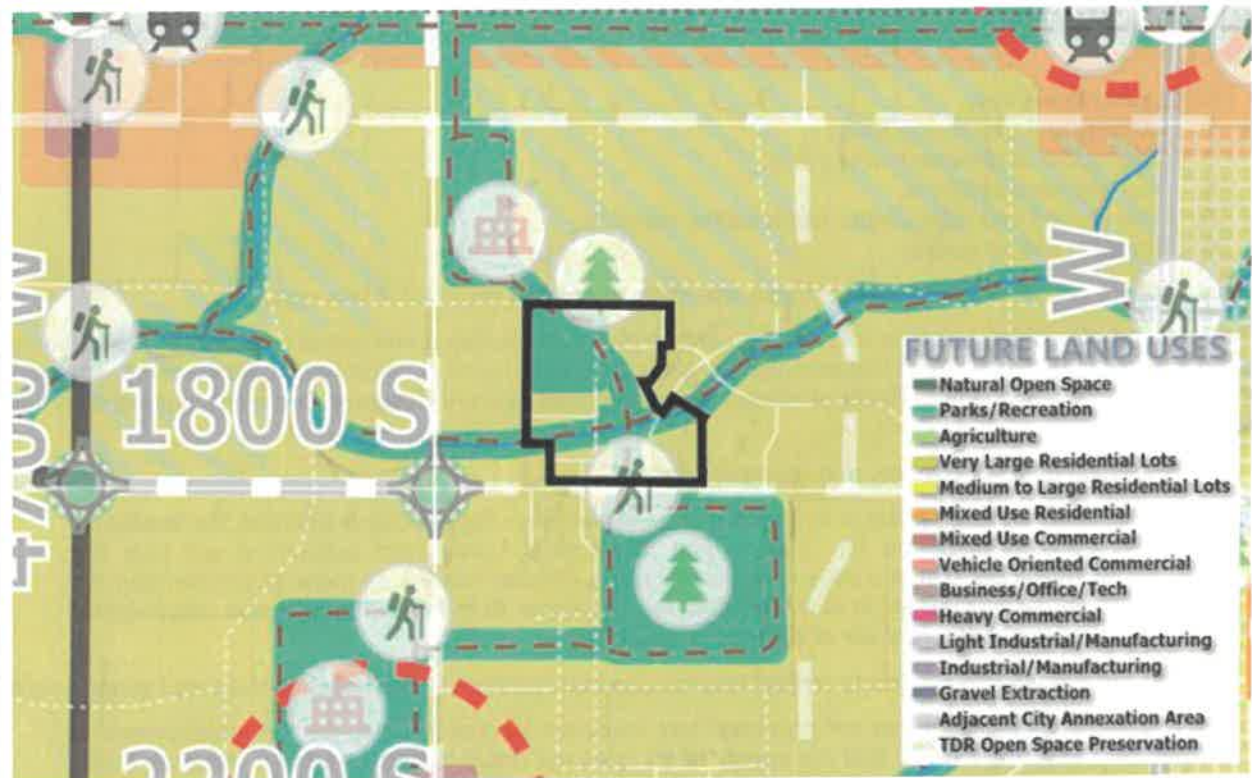


Figure 6: Proposed General Plan's Future Land Use Map

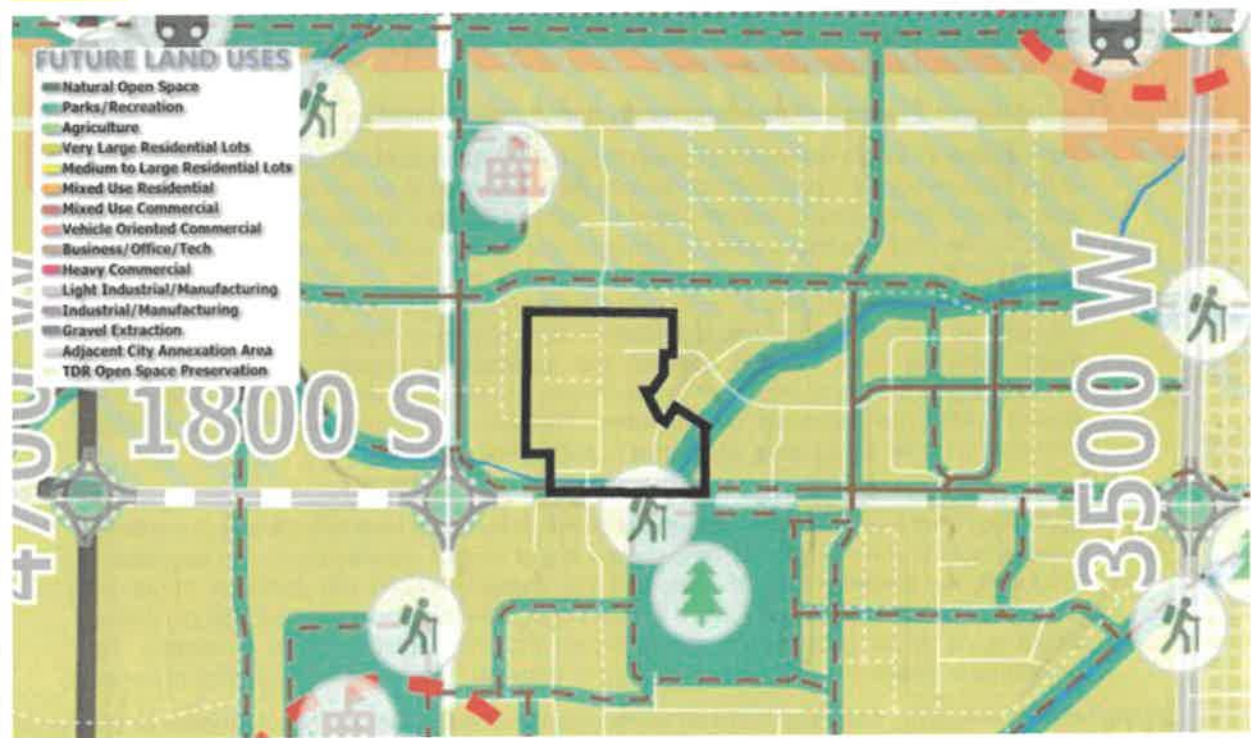


Figure 6 illustrates how the map could be changed to enable this request. It also has been updated by staff to illustrate new streets, newly planned streets, and new pathways in the vicinity.

General Plan Smart Growth Principles

The general plan lists both basic and exemplary smart growth principles. The seven basic smart growth standards are:

1. Street connectivity.
2. Pathway and trail connectivity.
3. Open space and recreation facilities.
4. Dark sky considerations.
5. Culinary and secondary water conservation planning.
6. Emission and air quality.

The proposal's compliance with each of these standards are further provided in this report.

The following nine bullet points is a list of the general plan's exemplary smart growth principles. A staff analysis regarding how they may relate to this potential project follows each bullet point (*in italics*). Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide optimal community benefits.

- Provision for a wide variety of housing options.
 - *While this proposal is anticipated to be exclusively single-family residential, the flexible lot standards of the R1-15 zone and connectivity incentivized subdivision will help the developer create a wide variety of lot sizes. Smaller lots will be more affordable than the larger lots, which in turn will allow the developer to market to prospective single-family homeowners that are at different stages of life.*
- Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.
 - *The applicant has not proposed any moderate income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, as small as 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing within the development, the requirement can be inserted into the proposed development agreement.*
- Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.
 - *The applicant's proposed concept plan (Figure 4) stubs a street to three of the four sides of the 10-acre parcel. Each stub connects to either an existing or previously approved street stub. On the fourth side, an earlier phase of Halcyon Estates subdivision did not plat a stub street to the property line. Instead it platted a cul-de-sac with the outer arc of the cul-de-sac right-of-way tangentially intersecting with the subject 10-acre property line. The applicant has asserted that acquiring the right-of-way to convert the cul-de-sac to the property as a street stub is not likely based on preliminary discussions he has had with those adjoining land owners. Instead, the applicant is proposing a 10-wide paved pedestrian pathway to connect to the cul-de-sac, run between two lots, and connect to the streets within the proposed development. The planning commission should consider whether this is an acceptable alternative to a street connection.*
 - *While the proposed concept offers reasonable connectivity given the developments approved on all four of its sides, exemplary connectivity might include a pathway connection between lots in the southwest corner of the development, connecting to the neighboring Bristol Farms development. If required, this pathway would run between future lots (currently unplatted) in Bristol Farms. If the planning commission requires it, this connection would need to be acquired by the applicant from the Bristol Farms developer. This retrofitting is similar to requirements applied to Winston Park and Taylor Landing rezoness.*
- Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.

- *As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs or dead-end streets within the 10-acre proposal.*
- Large and meaningful open space areas with improved parks, recreation, etc.
 - *There is little room on the 10-acre property to both develop a neighborhood and create meaningful recreational open space areas. Instead, the applicant has volunteered \$7,500 (2024 value) per lot. The applicant's contribution applies not only for the 30-ish lots that can be created on the 10-acre piece, but also to the 39 lots previously platted in other phases of the Halcyon project.*
- Homes that have higher efficiency ratings than required by local building codes.
 - *The county commission has acknowledged support for enhanced air-quality measures, as explained in the general plan. However, so far they have not been inclined to impose any specific measure to single-family residences that is above and beyond existing codes.*
- Homes that have solar-paneled rooftops and watt-smart compliant batteries.
 - *Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. Rooftop solar panels, as well as power storage capabilities such as a solar-charged battery is specifically discussed in the general plan. The county commission supports finding innovative ways to encourage homeowners to generate their own power, but given the cost, complications, and ever-evolving technology, they have not been inclined to require it yet.*
- Provisions that create attractive communities for the long term and that create a distinctive sense of place.
 - *This project will blend well with the previously approved developments surrounding it.*
- Use of transferable development rights from agricultural lands identified for protection.
 - *The property is not located on land that is currently covered by an agricultural protection area or easement.*

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

The proposal is effectively the same type of development that exists or has been approved on all four sides of the 10-acre property.

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

When considering how this rezone might adversely affect adjacent property, there are a wide array of factors at play. These include impacts on private property rights and nuisances, as well as other factors such as impacts on a landowner's desires for their neighborhood and the intrinsic values they've imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider the perception-based impacts.

If rezoned, the development is likely change the view and sense of openness of neighboring property owners. Otherwise the development offers no greater impact to the community than those developments that surround it. Impacts for larger system improvements, like streets and stormwater facilities, will be compensated by the collection of impact fees for each new home in the development.

From an intrinsic perspective, current neighbors who have grown accustomed to the quiet rural nature of the immediate area may find the increase in development intensity unpleasant and contrary to the current reasons they reside in the area. Even though residents in the area do not own a property right that ensures their neighbor's property will not change, they may find dismay in the perception that changes beyond their control could upend their desired future for the area. This could lead to their eventual self-determined displacement from the neighborhood.

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

The County's currently adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. The applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic.

Figure 6 shows the existing and planned streets for the area. If approved, the project will provide the previously planned street connections to surrounding developments as well as at least one pathway connection.

With any increased development, there will be an uptick in traffic demand on the area's collector streets. As aforementioned, the county collects impact fees to help offset this impact. Segments of the streets that provide primary access to the property from the greater area have been improved to accommodate this traffic as a result of development on the adjacent property, with ample lane width, shoulder area, curb, gutter, and sidewalks. Other segments of the same streets are still in the form of a rural street and lack sufficient width, and drainage and active transportation facilities. Improvements are either being made or will be made in the near future to certain of those segments on 1400 South and 1800 South. Those improvements are intended to help keep consistent levels of service.

Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical single-family residential development.

Stormwater Drainage Systems

This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

Water Supply

The project is within the Taylor-West Weber Water District. The developer will be required to install water infrastructure as per their requirements at the time the subdivision is constructed.

Wastewater

The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District.

Refuse Collection

It is expected at this time that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

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

There are no known natural or ecological resources on the subject 10 acres. It has been historically used for farming.

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

This topic is addressed earlier in this report.

Staff Recommendation

After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

- Staff's recommendation is offered with the following findings:**

- ## Model Motion

Motion for positive recommendation as-is:

I do so with the following findings:

1. *Feel free to use staff's findings if relevant.*
2. *The changes are supported by the Western Weber General Plan.*
3. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
4. *The changes will enhance the general health and welfare of Western Weber residents.*
5. *[add any other desired findings here]*.

I move we forward a positive recommendation to the County Commission for File #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision, located at approximately 1700 South, 4150 West, from the A-1 zone to the R1-15 zone, provided in this staff report, **but with the following additional edits and corrections:**

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

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision, located at approximately 1700 South, 4150 West, from the A-1 zone to the R1-15 zone. I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Application.

Exhibit B: County's Template Development Agreement.

General Plan Amendment Narrative: Halcyon Estates

A Proposal for Community Enhancement and Responsible Growth in Weber County

Date: May 22, 2025

To: Members of the Weber County Planning Commission and Planning Staff

From: Keith Ward, Wakeless Holdings, LLC

Subject: Request for General Plan Amendment for Halcyon Estates Open Space – Fostering Community Benefits and Aligning with County Vision

Dear Planning Commission Members,

We appreciate this opportunity to present a thoughtful proposal for a General Plan Amendment concerning a 10-acre parcel currently designated as open space within the Halcyon Estates development in Taylor. Our proposal seeks to rezone this land from its current agricultural designation to RE-15, allowing for the development of residential lots. We are confident that this amendment represents a significant betterment for Weber County and its residents, transforming an underutilized parcel into a vibrant extension of the community while providing tangible benefits that align with the County's strategic goals.

From Vision to Adaptation: A Brief History

Our journey with Halcyon Estates began with a vision for a unique private lake community. However, unforeseen geotechnical challenges, identified through thorough due diligence by GeoStrata Engineering, rendered the original lake concept unfeasible due to high associated risks.

In response, we proactively collaborated with Weber County Planning staff to adapt our approach. This led to the successful development of Halcyon Estates under the Planned Residential Unit Development (PRUD) ordinances, a testament to our commitment to responsible development and partnership with the County. During the PRUD approval process and the concurrent development of the new General Plan, it was indicated by planning staff that the designated open space could be considered for future residential zoning.

Community Engagement: Listening and Responding

We believe that responsible development includes engaging with the existing community. To this end, we have actively solicited input from current Halcyon Estates residents regarding the future of this open space. This engagement included:

- **Direct Outreach:** Door-to-door conversations conducted on two separate weekends.
- **Community Forum:** A virtual meeting held via Zoom to discuss various aspects, including park strip trees and potential future development.

While, as anticipated, a range of opinions exists, we have received written support from residents who see the potential for positive growth (documentation attached). We are committed to continuing this dialogue and addressing community feedback.

Proposed Betterment: A Strategic Enhancement for Weber County

Our request to amend the General Plan and rezone the 10-acre open space parcel for RE-15 residential development is rooted in a desire to create substantial public and County-wide benefits:

1. **Increased Housing Opportunities & Tax Base:** Developing this parcel into residential lots will help address the ongoing demand for quality housing in Weber County. This, in turn, will **expand the property tax base**, providing additional revenue to support essential county services, infrastructure, and schools, benefiting all taxpayers. Leaving the land as a 10-acre agricultural parcel offers minimal tax revenue in comparison.
2. **Significant Contribution to Parks and Trails – A Legacy for Western Weber County:** Recognizing the importance of recreational amenities, and in alignment with the County General Plan's vision for parks and trails in western Weber County, we propose a significant financial contribution:
 - **\$7,500 per new lot developed** in the rezoned area will be donated to the Weber County Parks Department. This funding is to support the development and enhancement of regional parks and trail systems, directly benefiting the broader community.
 - Furthermore, we will contribute **\$7,500 for each of the existing 24 lots** in Halcyon Estates , demonstrating our long-term commitment to the County's general plan and vision.
3. **Resolving the Tree Issue:** In collaboration with the Weber County Parks Department and to address the Planning Commission's interest in increasing the tree canopy within the existing Halcyon Estates, we will organize and support a "Community Plant a Tree Day." This initiative will beautify the neighborhood and contribute to a healthier environment.
4. **Efficient Land Use:** Developing this parcel, which is already situated within an established residential area and contiguous with existing infrastructure, represents efficient and logical land use. It avoids the challenges often associated with developing isolated agricultural lands and leverages existing services.

Conclusion: A Partnership for a Thriving Weber County

We believe this proposal offers a compelling case for amending the General Plan and rezoning the 10 acres. Weber County stands to gain new, quality homes, a significantly increased tax base, substantial funding for vital regional parks and trails, and an enhanced local environment through community tree planting.

This is more than just a request for rezoning; it is an opportunity to transform an underutilized open space into a valuable community asset that better serves the tax-paying public and aligns with Weber County's vision for responsible growth and enhanced quality of life.

We thank you for your time and thoughtful consideration. We are eager to discuss this proposal further and answer any questions you may have.

Sincerely,

Keith Ward

Exhibit B – County's Template Development Agreement

(Next Page)

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

[Master Developer Name]

Commented [A1]:

Note to staff:

After editing this document for a specific development, run a compare (Review>Compare) with this template to verify edits do not accidentally omit items or change references.

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Make sure the section titles in the doc use the "Heading 1" format: Home>Styles

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DEVELOPMENT AGREEMENT

Development Name

Commented [A3]: Variable

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and **[Master Developer Name]** ("Master Developer"), known together herein as the "Parties."

Commented [A4]: Variable

RECITALS

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

Commented [A5]: Variable

Commented [A6]: Variable

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

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

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

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

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

WHEREAS, Prior to the execution of this Agreement, the Property's zone is/was **[Prior Zone]** and Master Developer desires to rezone the Property to the **[Proposed Zone]** zone consistent with the terms and provisions contained herein;

Commented [A7]: Variable

Commented [A8]: Variable

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

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

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

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

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

Commented [A9]: Variable.

2. Effective Date, Expiration, Termination.

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

- 2.1.1. The last date upon which it is signed by any of the Parties hereto;
- 2.1.2. The recordation of this Agreement; or
- 2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. **Expiration and Zone Reversion.**

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

- 2.2.1.1. the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and
- 2.2.1.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.
- 2.2.1.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

2.2.3. Term. This agreement expires ~~ten years~~ after the Effective Date.

2.2.3.1. ~~Reserved.~~

Commented [CE10]: Ensure the rezone ordinance template addresses this.

Commented [A11]: Variable

Commented [A12]:
Variable. Insert project-specific details.

2.2.3.1 Automatic Renewal. If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional ____ years.

2.2.3.2. ~~Reserved.~~

Commented [A13]: Reserving for future use.
I.E. recurring renewals, etc.

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

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

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

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

2.3.4. The provisions of Section 5.4 of this agreement take effect.

3. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

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

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

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

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

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

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

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

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

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

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

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

3.12. County Consultants means those outside consultants employed by the County in various

specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

- 3.13. **Default** means a material breach of this Agreement.
- 3.14. **Design Review** means the County's design review process, as specified in the Code.
- 3.15. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.16. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.17. **Effective Date**. "Effective Date" has the meaning set forth in **Section 2** of this Agreement.
- 3.18. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.19. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.20. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.21. **Master Developer** means *[name of Master Developer]* or its Assignees as provided in **Section 11.4** of this Agreement.
- 3.22. **Modification Application** means an application to amend this Agreement.
- 3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.25. **Outsourc[e](ing)** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 3.26. **Owner** means *[the same as Master Developer]*.
- 3.27. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.28. **Parties** means the Master Developer and the County, including their Successors.
- 3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with **Exhibit E – Street**

Commented [A14]: Variable.

Commented [A15]: Variable. If owner is different, consider the following text or similar:

Owner means the owner of the Property as of the Effective Date of this Agreement. If different than Master Developer, the owner's execution of this Agreement constitutes the owner's agreement to be held jointly responsible for Master Developer's responsibilities pursuant to this Agreement, and any reference to Master Developer is also a reference to the owner.

Commented [A16R15]: (Courtlan) I don't see "Owner" (capitalized) used anywhere but the signature block. Is that right? If so, then this definition could just be omitted and replaced with "Reserved" if the Master Developer is the Owner, right?

Cross

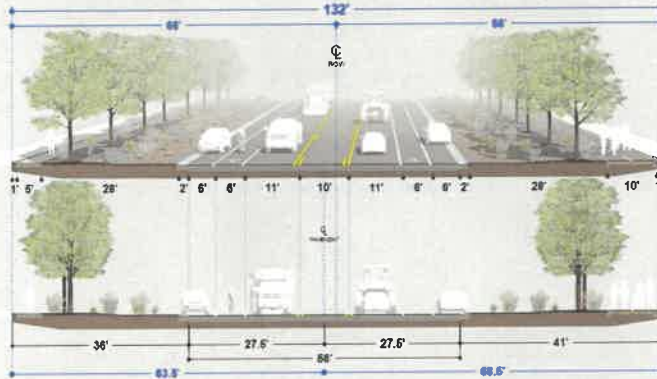
Sections

or

MINOR ARTERIAL 3P

VEHICLE LANES 3
INTENDED SPEED 25-35 MPH
SHOULDER BIKE LANE ON-STREET PARKING
BICYCLE FACILITIES BIKE LANE

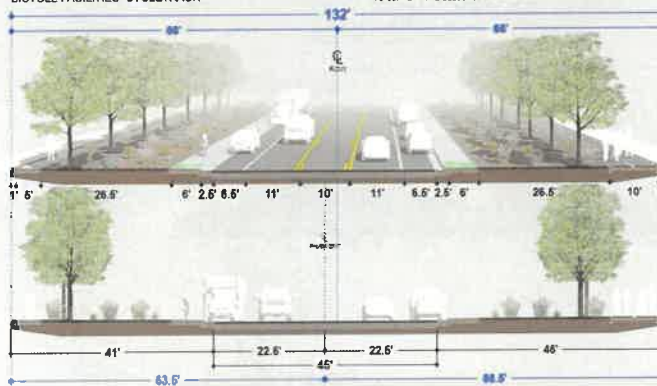
CONTEXT: EXISTING OR PLANNED POPULATION CENTERS
LOWER EXPECTED VEHICLE SPEEDS AND VOLUME SUPPORTIVE LANES TO
PROMOTE SLOWER SPEEDS ON-STREET PARKING TO SUPPORT EXISTING AND
PLANNED ADJACENT LAND USES PRIVATE ACCESS GENERALLY LIMITED TO
INTERSECTIONS
NOTE: ROW AND PARKING WIDTHS SHALL BE INCREASED WHEN NECESSARY
TO SUPPORT THE SELECTED TREE SPECIES



MINOR ARTERIAL 3PC

VEHICLE LANES 3
INTENDED SPEED 30-40 MPH
SHOULDER ON-STREET PARKING
BICYCLE FACILITIES CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
MODERATE EXPECTED VEHICLE SPEEDS LOWER VOLUME ON-STREET PARKING
TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES CYCLETRACK
REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
VEHICLE SHOULDER USE PRIVATE ACCESS GENERALLY LIMITED TO
INTERSECTIONS
NOTE: ROW AND PARKING WIDTHS SHALL BE INCREASED WHEN NECESSARY
TO SUPPORT THE SELECTED TREE SPECIES

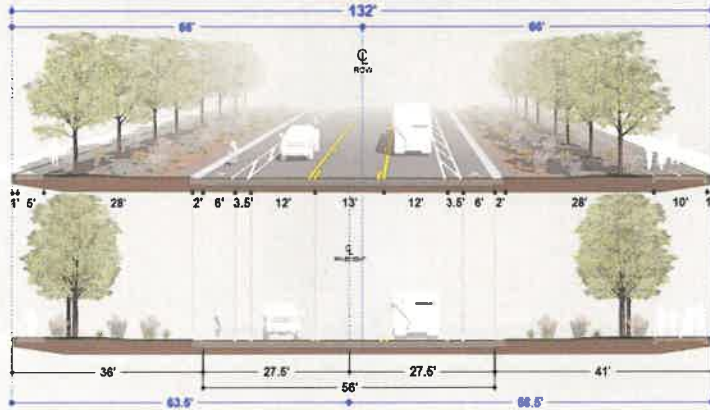


MINOR ARTERIAL 3HS

VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
HIGHEST EXPECTED VEHICLE SPEED: MODERATE VOLUME. CURRENT AND
EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW. E. ACCESS TO
EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED. SUFFICIENT OFF-
STREET PARKING EXISTS, ETC. PRIVATE ACCESS GENERALLY LIMITED TO
INTERSECTIONS

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



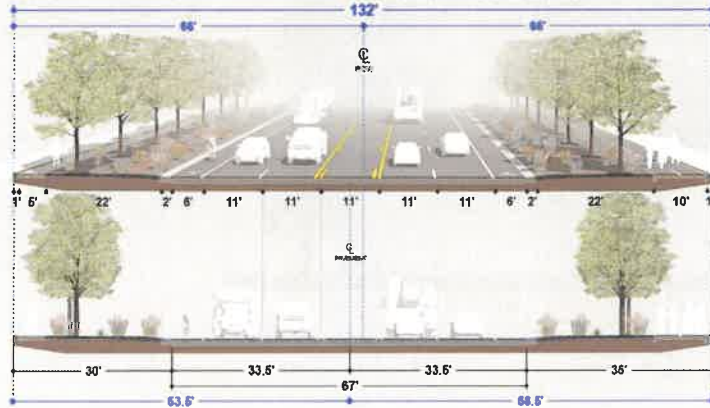
3.30.

MINOR ARTERIAL 5

VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS.
LOWER VEHICLE SPEEDS. HIGHER VOLUME. DEMAND FOR ON-STREET PARKING
IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO
FACILITATE EASE OF UPGRADE TO MINOR ARTERIAL 3PC. PRIVATE ACCESS
GENERALLY LIMITED TO INTERSECTIONS

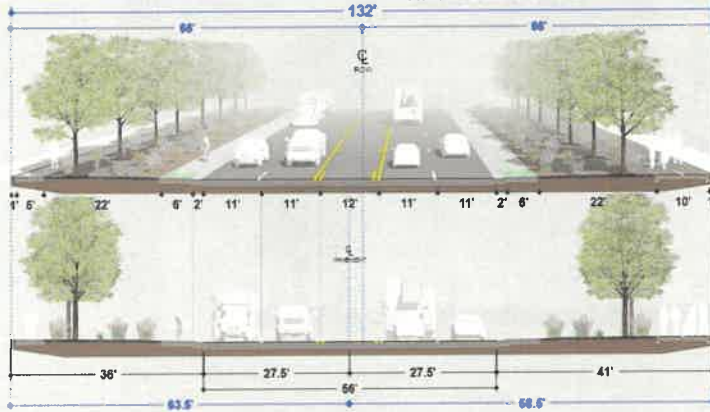
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
TO SUPPORT THE SELECTED TREE SPECIES



3.31.

MINOR ARTERIAL 5C
 VEHICLE LANES 5
 INTENDED SPEED 35-45 MPH
 SHOULDER NONE
 BICYCLE FACILITIES CYCLETRACK

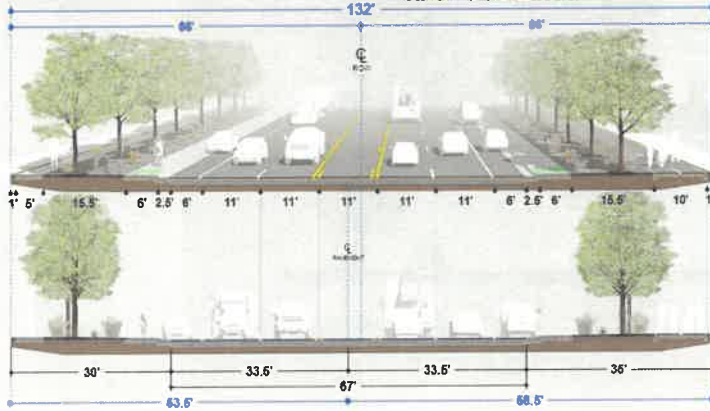
CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED. HIGHER VOLUME. CURRENT AND
 EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO
 EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED. SUFFICIENT OFF-
 STREET PARKING EXISTS ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN
 CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



3.32.

MINOR ARTERIAL 5PC
 VEHICLE LANES 5
 INTENDED SPEED 25-35 MPH
 SHOULDER ON-STREET PARKING
 BICYCLE FACILITIES CYCLETRACK

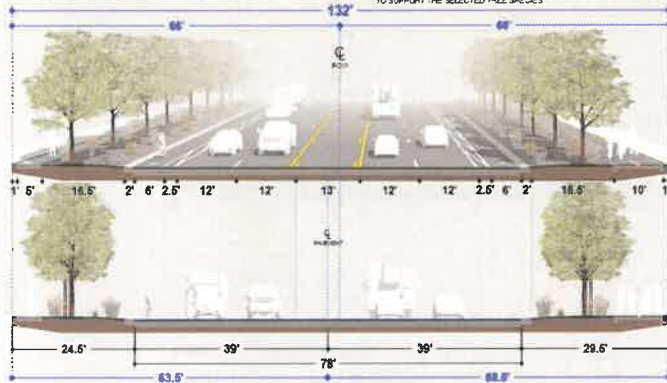
CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED. HIGHER VOLUME. ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJUTING LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



3.33.

MINOR ARTERIAL 5HS
 VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

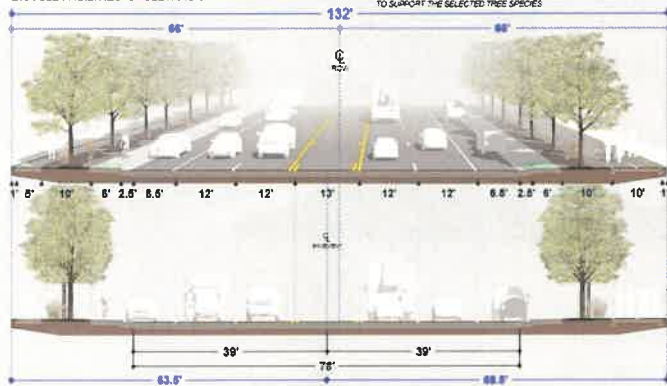
CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. DEMAND FOR ON-STREET
 PARKING IS LOW, BUT ENGINEERING OR PLANNED LAND USES MAY REQUIRE WIDER
 ASPHALT TO PROMOTE BASE OF UPGRADE TO MINOR ARTERIAL 5HSP. PRIVATE
 ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



3.34.

MINOR ARTERIAL 5HSP
 VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. ON-STREET PARKING TO
 SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 PROVIDES COMPLETE BETWEEN CYCLISTS AND MOTOR VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

- 3.35. **Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.
- 3.36. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.37. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.38. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.39. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.40. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B – Property Graphic Depiction**.
- 3.41. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.42. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.43. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.
- 3.44. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.
- 3.45. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.
- 3.46. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.47. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.48. **Subdivision Application** means the application to create a Subdivision.
- 3.49. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

Commented [CE17]: Add "community forestry and public spaces tax" in this agreement and check it against these provisions

4. Conflicting Provisions

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

5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the **R1-15 zone** and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

Commented [CE18]: Variable

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

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

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

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

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

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

5.3.5. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and

charged uniformly by the County to all properties, applications, persons and entities similarly situated;

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

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

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

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

6. Project Description.

A *[residential subdivision]* within the *[new]* zone *[that complies with the connectivity requirements of Code Section 106-2-1.020]*

Commented [A19]: Variable.

Commented [A20]: Variable. Enter new zone.

Commented [A21]: Variable. Explain what is unique about this development in relation to others.

7. Project Location and Illustration.

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

8. Development Standards.

8.1. **Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the following amount of dwelling units in the Project.

8.1.1. [] total single-family dwelling units.

8.1.2. [] [project-specific] units.

8.1.3. [Additional project-specific details.]

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

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

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

8.2.3. **Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

8.2.4. **Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.

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

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

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

8.4.2. **Project-Specific Right-of-Way Dedication.**

8.4.2.1. Reserved.

8.4.2.2. Reserved.

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and

Commented [CE22]: Alternative:

Project Density: In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including that in the O-1 zone, to be included in the density calculation.

Commented [A23]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A24]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A25]: Variable. Enter the other type(s) of residential units allowed in the development.

Commented [A26]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A27]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A28]: Variable. Insert project-specific details.

Commented [A29]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

8.5.1. Reserved.

8.5.2. Project-Specific Street Improvements. Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

8.5.2.1. Reserved.

8.5.2.2. Reserved.

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

8.5.4. Driveway Accesses along Collector or Arterial Streets. Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.

8.5.5. Corridor Fencing along Collector or Arterial Streets. Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.

8.5.5.1. Corridor Fence Design. Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of Corridor Fences is provided in **Exhibit G – Corridor Fence Design Examples**.

8.5.5.2. Corridor Fence to Match Others in Area. If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor Fences installed or previously approved along the same street corridor.

8.5.5.3. Corridor Fence Alternative Design. Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.

8.5.5.4. Prohibited Corridor Fence Material. A Corridor Fence shall not be made of vinyl.

8.5.5.5. Corridor Fence Maintenance. Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.

8.5.5.6. Project-Specific Fence or Wall Requirements.

8.5.5.6.1. Reserved.

8.5.5.6.2. Reserved.

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

8.5.6.1. Tree Canopy. Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will

Commented [A30]: Saving space for future use if needed.

Commented [A31]: Variable. Enter "reserved" for this section if not applicable.

Commented [A32]: Variable. Insert project-specific details.

[Example: _____ Street. Master Developer shall escrow the total value to acquire and construct _____ Street to county standards and in a manner that connects this development to the existing portion of _____ Street to the West. This escrow shall be reevaluated and updated/replenished by the Master Developer annually to compensate for market fluctuations and inflation.]

Commented [A33]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A34]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A35]: Variable. Insert project-specific details.

Commented [A36]: Variable. Insert project-specific details. Add as many sections below as may be needed.

converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

- 8.5.6.2. Tree Selection.** At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by a an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.
- 8.5.6.3. Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.
- 8.5.6.4. Certificate of Occupancy.** No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting.

8.5.7. Street Tree Installation and Maintenance Alternatives. Developer has the following two installation and maintenance alternatives options for street trees, or some combination if mutually agreeable by the Developer and Planning Director:

8.5.7.1. Master Developer Controlled:

- 8.5.7.1.1. Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.
- 8.5.7.1.2. Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:
 - 8.5.7.1.2.1.** can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and
 - 8.5.7.1.2.2.** volunteers to be responsible for tree care, pursuant to **Section 8.5.7.1.3**, for an additional two years after the end of the warranty period.
- 8.5.7.1.3. Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

8.5.7.2. County Controlled:

- 8.5.7.2.1.** At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable

contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

8.5.7.2.2. Master Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.

8.5.7.2.3. If no appropriate and operating irrigation mechanism is provided, Master Developer agrees to compensate County for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup this cost from the adjoining lot owner if unable to recoup from Master Developer.

8.5.7.2.4. Master Developer shall provide each lot owner notice upon each lot sale of the tree installation program, including the owner's responsibility for long-term irrigation and tree maintenance pursuant to the Code.

8.5.8. Public Landscaping. The following are required for required landscaping within public rights-of-way and along public pathways:

8.5.8.1. Other Landscaping. Plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

8.5.8.2. Construction Drawings to Include Landscaping. Each Development Application submitted shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

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

8.5.9. Offsite or Project-Specific Street Improvements. Master Developer agrees to

Commented [A37]: Insert park strip landscaping reqs into street x sections and remove from here:

Except around the base of a tree (root area), Master Developer shall place six-inch plus angular rock, 10-inches deep, in each parkstrip, with a weed barrier beneath.

Commented [A38]: Variable. Enter "reserved" for this section if not applicable.

construct, or cause to be constructed, the following.

8.5.9.1. ~~Reserved.~~

8.5.9.2. ~~Reserved.~~

8.5.9.3. ~~Reserved.~~

8.5.9.4. ~~Reserved.~~

8.5.10. Secondary Egress.

8.5.10.1. Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

8.5.10.2. Project-Specific Egress Requirements.

8.5.10.2.1. ~~Reserved.~~

8.5.10.2.2. ~~Reserved.~~

8.6. Non-Public Landscaping to be Water-Wise. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping measures as follows.

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

8.6.1.1. **Landscaping Pursuant to a Yard Landscape Plan.** A yard landscape plan shall be submitted with each building permit application for a primary structure and be in compliance with **Exhibit H – Waterwise Yard Landscape Plan Requirements.**

8.6.1.2. ~~Reserved.~~

8.6.2.

8.6.3. Smart Watering Controller. A smart watering controller shall be installed and prewired for at least six irrigation zones. Pre-wiring includes the installation of a smart watering controller mounted near a 120 volt power outlet, and sufficient control wiring to reach the intended location of the valve box(es). The controller shall be installed on the lot prior to issuance of a certificate of occupancy.

8.6.4. Project-Specific Water-Wise Requirements.

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

8.6.4.2. ~~Reserved.~~

8.6.4.3. ~~Reserved.~~

8.7. Utilities.

8.7.1. Burying Utilities. Master Developer agrees to underground all utilities, both existing and proposed, within the Property and within any right-of-way adjacent to the Property in a manner that complies with adopted standards. This shall include but is not limited to canals, ditches, stormwater infrastructure, and existing overhead utilities. Long distance high voltage power transmission lines are exempt from this requirement.

8.7.2. Sanitary Sewer. Prior to issuance of the first Building Permit for the Project, Master

Commented [A39]: Variable. Reserved for substandard street provisions.

8.5.7.1. Substandard Streets. *The Parties agree that is a substandard street pursuant to the Code Section 108-7-19. As such, Master Developer agrees to comply with*

Commented [A40]:

Use this if developer has offered a significant upsizing contribution such as extensive lengths of upsized streets that would not otherwise be generally expected to get the rezone.

8.5.7.2 Street Upsize Compensation. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing street facilities. For example, if an upsizing to a street increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, ...

Commented [A41]: Variable. Insert project-specific details.

Example: Street Right of Way Reimbursement. The Master Developer and County, ...

Commented [A42]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A43]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A44]: Variable. Insert project-specific details.

Commented [A45]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [CE46]: Alternative:

8.6.1 Water-wise landscaping. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping ...

Commented [A47]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A48]: Variable. Insert project-specific details.

Commented [A49]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

8.7.2.1. No Sewer Service from County. *[Insert language from note if county will not provide sewer service of any kind.]*

8.7.2.2. Sewer Collection Service from County. *[Insert language from note if county will provide sewer service of some kind.]*

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

8.7.2.1. Gravity Sewer Collection Lines. Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which Section 36-1-1 of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.

8.7.2.2. Reserved. *[see note.]*

8.7.2.3. Reserved. *[see note.]*

8.7.2.4. Project-Specific Sanitary Sewer Requirements.

8.7.2.4.1. Reserved.

8.7.2.4.2. Reserved.

8.7.3. Culinary and Secondary Water. Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

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

Commented [A50]: Insert if true:

No Service from County. Master Developer recognizes that the County does not provide sewer services for the area and has no obligation to help Master Developer or any subdeveloper gain access to a sewer service.

Commented [A51]: *Sewer Collection Service from County. County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.*

Commented [A52]: *8.7.2.5 Sewer Lift Station and Pressurized Collection Lines. Master Developer agrees to install, or cause to be installed, a sewer lift station on the property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main. The facilities shall be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise required by the County Engineer.*

Commented [A53]: Use this if developer has offered a significant upsizing contribution such as a regional lift station or extensive lengths of upsized pipes that would not otherwise be generally expected to get the rezoned.

8.7.2.6 Sewer Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing sewer facilities. For example, if an upsize to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.*

Commented [A54]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

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

8.7.4.2. Reserved. *[see note.]*

8.7.4.3. Project-Specific Stormwater Requirements.

8.7.4.3.1. Reserved.

8.7.4.3.2. Reserved.

8.7.5. Project-Specific Utility Requirements.

8.7.5.1. Reserved.

8.7.5.2. Reserved.

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

8.8.1. Parks Financial Donation. Master Developer agrees to donate \$7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the [Park District] ("Park District"). The inflation-adjusted amount will be calculated using the "Consumer Price Index for All Urban Consumers: All Items," using \$7,500.00 in 2024 dollars as the baseline. Master Developer agrees that this is a donation offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of developing using the Prior Zone. As such, this donation is not a fee or exaction imposed by the County or Park District. Master Developer agrees to remit these funds prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation or a written confirmation of receipt of it from the Park District, if applicable.

8.8.2. Park Dedication. Master Developer agrees to dedicate a minimum of one acre per every 34 residential lots as Public Park Open Space, with the open space rounded up to the nearest whole acre, if applicable. Open space provided by Master Developer in excess of the minimum required Public Park Open Space is not governed by this Section 8.8.2. unless more specifically provided in this Agreement. The minimum required Public Park Open Space shall comply with the following.

8.8.2.1. Dedication Method. Unless specified otherwise in this Agreement, the minimum acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the [Park District] ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

Commented [A55]:

Use this if developer has offered a significant upsizing contribution such as a large community basin or extensive lengths of oversized piping. Etc.

8.7.4.2 Stormwater Upsize Compensation. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing stormwater facilities. For example, if an upsizing to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

Commented [A56]: Variable. Insert project-specific details.

Commented [A57]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A58]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A59]: Variable. Insert project-specific details.

Commented [A60]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A61]: Review with Parks

Commented [A62]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A63]: Variable. Update as needed.

Commented [A64]: Variable.

Commented [A65]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A66]: Variable.

- 8.8.2.2. **Deferred Conveyance.** County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.
- 8.8.2.3. **Publicly Accessible Private Parks.** When allowed, the acreage of a private park that is continuously open for public use may be counted toward the minimum required Public Park Open Space, provided compliance with the following.
- 8.8.2.3.1. Master Developer shall provide County with a written recommendation on this matter from the Park District.
- 8.8.2.3.2. The private park shall be open for use by the general public from sunrise until dusk or 9:00 PM daily, whichever is earlier, excluding reasonable closures for emergencies, maintenance, replacement, or repair; and
- 8.8.2.3.3. The private park shall be operated and maintained by a professional management company that is funded by the owners in the Project.
- 8.8.2.4. **Follow Concept Plan.** The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park District.
- 8.8.2.5. **Phasing Public Park Open Space Dedication.** Each subdivision plat within the Property shall plat and dedicate no less than its pro-rata share of Public Park Open Space acreage per lot, but never less than one acre until all proposed Public Park Open Space is platted.
- 8.8.2.6. ~~Weber River Corridor Park.~~ Unless specified otherwise herein, the width of the Weber River Corridor Park shall be no less than 300 feet from ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.
- 8.8.2.7. **Other Waterways.** County may require open space corridors along creeks, sloughs, canals, or other waterways or former waterways specified in the general plan or others that can provide valuable public open space or pathway connectivity to be dedicated.
- 8.8.2.8. ~~Project-Specific Parks or Open Space Dedication.~~
- 8.8.2.8.1. ~~Reserved.~~
- 8.8.2.8.2. ~~Reserved.~~
- 8.8.3. ~~Public Park Open Space Improvements.~~ Master Developer agrees, unless specified in this Agreement otherwise, that the Public Park Open Space acreage shall be developed as an improved park.
- 8.8.3.1. **Minimum Park Improvements Required.** Unless agreed otherwise by the Parties and, if applicable, the Park District, Master Developer shall provide the following minimum Improvements for the Public Park Open Space.
- 8.8.3.1.1. **Parking.** Eight off-street parking spaces per acre of improved

Commented [A67]: Variable. Enter "reserved" for this section if not applicable.

Commented [A68]: Variable.

Commented [A69]: Variable. Enter "reserved" for this section if not applicable.

Commented [A70]: Variable. Insert project-specific details.

Commented [A71]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A72]: Variable. Enter "reserved" for this section and delete all subsections if all subsections are "reserved."

Commented [A73]: See park district's proposed amendments.

park area.

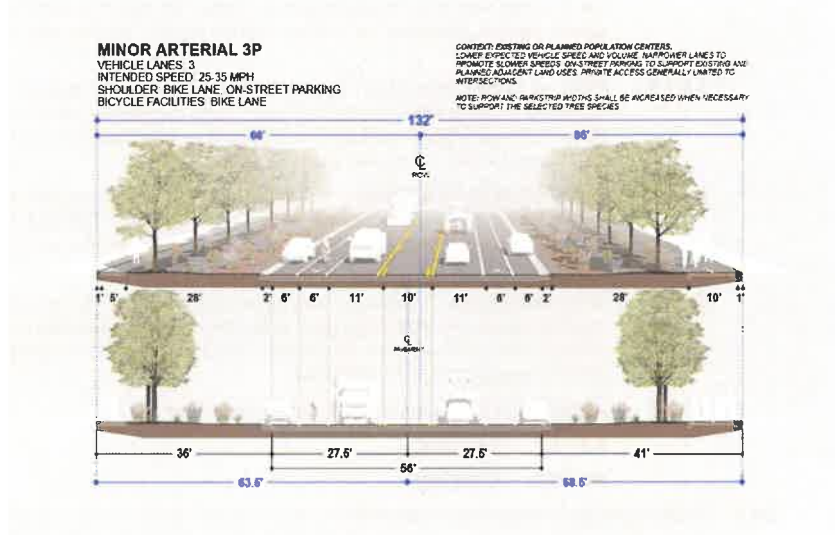
8.8.3.1.2. ADA Access. ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.

8.8.3.1.3. Restroom. One restroom building with no less than two private toilet rooms.

8.8.3.1.4. Pavilion. 325 square feet of covered pavilion area per acre of developed park. There shall be no less than two picnic tables with attached benches for every 325 square feet of pavilion area (fractions may be rounded down to the nearest whole number). Restrooms and storage/mechanical area may be connected to the pavilion structure, but are not counted as pavilion area.

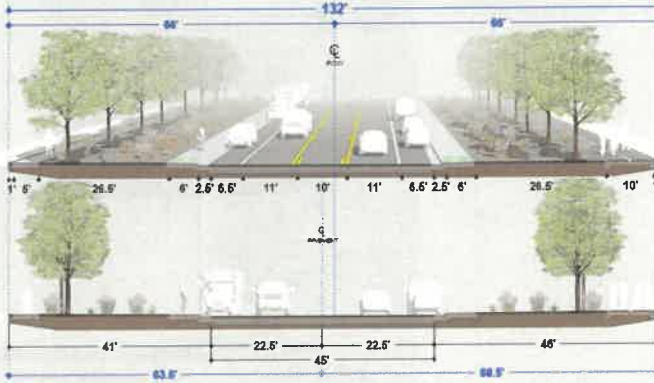
8.8.3.1.5. Playground. 600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.

8.8.3.1.6. Park Perimeter Pathway. The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in



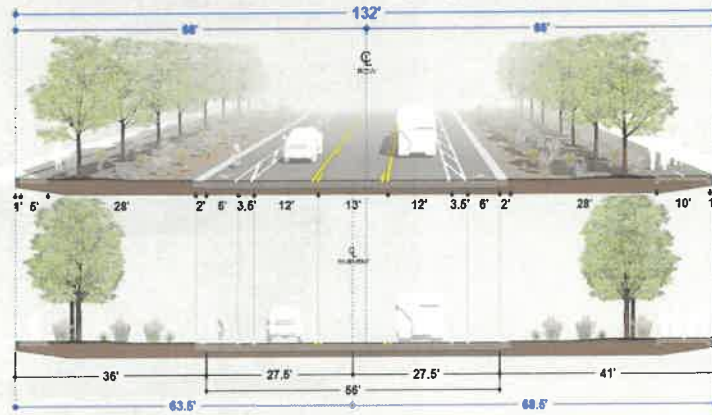
MINOR ARTERIAL 3PC
 VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, LOWER VOLUME, ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



MINOR ARTERIAL 3HS
 VEHICLE LANES: 3
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

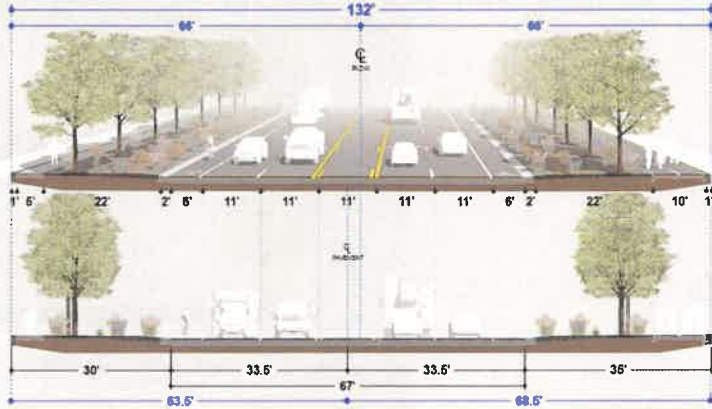
CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED, MODERATE VOLUME, CURRENT AND
 EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW. EASY ACCESS TO
 EXISTING AND PLANNED ADJUTING LOTS IS PREFERRED. SUPPORT OFF-
 STREET PARKING, BUS STOPS, ETC. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.



8.8.3.1.7.

MINOR ARTERIAL 5
 VEHICLE LANES 5
 INTENDED SPEED 25-40 MPH
 SHOULDER BIKE LANE, NO PARKING
 BICYCLE FACILITIES BIKE LANE

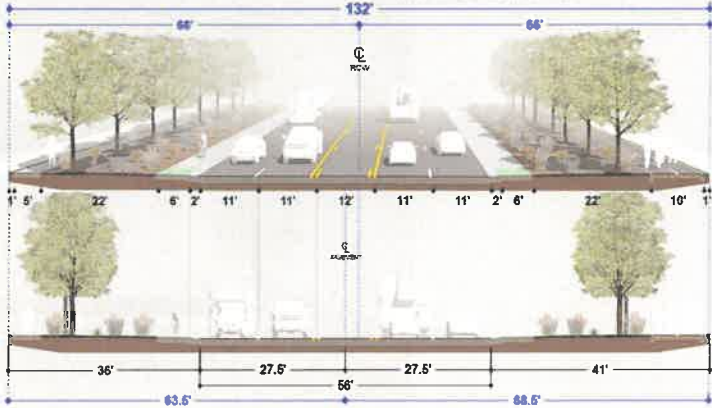
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
 SLOWER VEHICLE SPEEDS, HIGHER VOLUME DEMAND FOR ON-STREET PARKING
 IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO
 PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 3PC. PRIVATE ACCESS
 GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES



8.8.3.1.8.

MINOR ARTERIAL 5C
 VEHICLE LANES 5
 INTENDED SPEED 35-45 MPH
 SHOULDER NONE
 BICYCLE FACILITIES CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME, CURRENT AND
 EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO
 EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED). SUPPORT OPS.
 STREET PARKING EXISTS, ETC. CYCLETRACK REDUCES CONFLICTS BETWEEN
 CYCLISTS AND PASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES

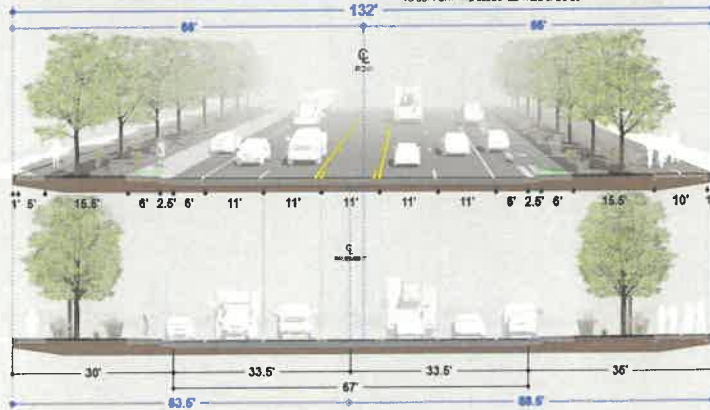


8.8.3.1.9.

MINOR ARTERIAL 5PC
 VEHICLE LANES 5
 INTENDED SPEED 25-35 MPH
 SHOULDER ON-STREET PARKING
 BICYCLE FACILITIES CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS
 MODERATE EXPECTED VEHICLE SPEED, HIGH VOLUME ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS

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



8.8.3.1.10.

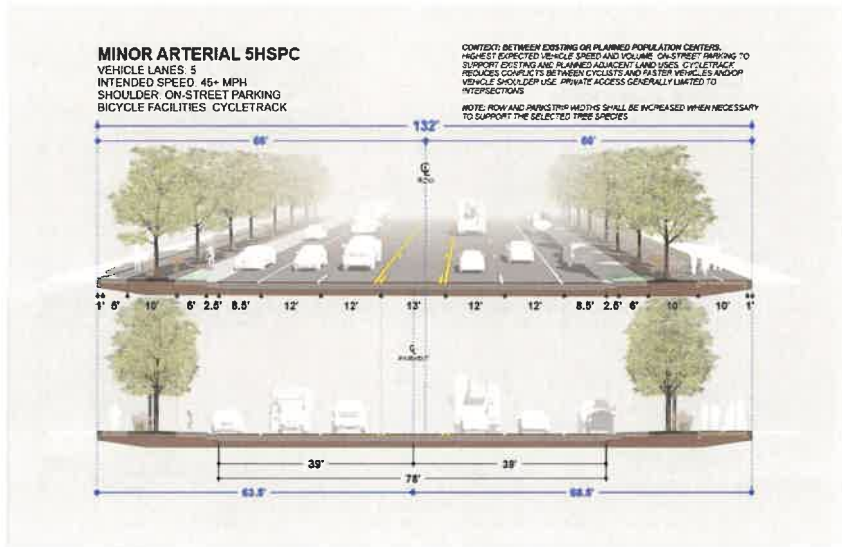
MINOR ARTERIAL 5HS
 VEHICLE LANES 5
 INTENDED SPEED 45+ MPH
 SHOULDER BIKE LANE, NO PARKING
 BICYCLE FACILITIES BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. DEMAND FOR ON-STREET
 PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES MAY WANT MORE
 ACCESS TO PROMOTE SALE OF URBAN/URBAN TO MINOR ARTERIAL 5HS. PRIVATE
 ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



8.8.3.1.11.



Major Arterial Streets shall be labeled with an “F” on the Master Plan and shall be designed per the department of transportation specifications.

8.8.3.1.12. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, **Exhibit E – Street Cross Sections**.

8.8.3.1.12.1. Benches. At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.

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

8.8.3.1.13. Park District Standards. If the improved park is to be dedicated to the Park District, then all improvements must conform to the Park District's established standards.

8.8.3.1.14. Additional Project Specific Improvements. Master Developer shall additionally provide the project specific improvements established in **Section 8.8.4** below, if any.

8.8.3.2. Park Detail Submittal. With each subdivision plat or improvement drawings, provide site specific detail of the Park(s). The detail shall provide:

8.8.3.2.1. The location, configuration, and construction detail of required Improvements; and

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

8.8.3.2.3. Other proposed landscaping and other Improvements.

8.8.3.2.4. Tabulations that demonstrate compliance with required Improvements and associated acreage.

8.8.3.3. Public Park Open Space Financial Guarantee. Public Park Open Space Improvements shall be included in the subdivision's financial guarantee regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.

8.8.3.4. Public Park Open Space Water. Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. Unless allowed by the County otherwise, prior to recordation of the first plat in the Project, all of the right/shares needed to serve the entire Public Park Open Space needs shall be transferred to the Park District or other allowed park owner at the time the Public Park Open Space acreage is dedicated or otherwise transferred to the Park District or other allowed park owner. If the Park District or other allowed Park owner requires the rights/shares to be transferred to another entity instead, such as the applicable water service provider for the Park, the Master Developer shall do so.

8.8.3.5. Weber River Corridor and/or Other Natural Park Areas. The County reserves the right to waive any of the requirements in **Section 8.8.3.1** for a Public Park Open Space area that has a location or features that make it

desirable to preserve in a relatively natural state, as generally guided by the general plan.

8.8.3.5.1. Weber River Corridor. As a supplement to the provisions of **Section 8.8.2.6**, Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable to the County and Parks District.

8.8.3.5.2. Other Waterways. As a supplement to the provisions of **Section 8.8.2.7**, County may require open space pathways and other Improvements that support the health of the open space corridor.

8.8.3.5.3. Improvements and Expense. For this acreage, County may require any restoration, reclamation, revegetation or other similar Improvements or efforts it deems necessary, provided those Improvements or efforts have the same or lower estimated expenses of what would otherwise be required if the Public Park Open Space acreage was improved to the required minimum standards of this Agreement.

8.8.3.5.4. Removal of Vegetation and Hydroseeding. At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with a native seed mix and erosion control methods shall be implemented in accordance with best practices.

8.8.3.5.5. Quality Control. For best practices quality control, all efforts shall be conducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the release of any financial guarantee for the work.

8.8.3.6. Phasing of Public Park Open Space Improvements. Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan as long as:

8.8.3.6.1. Approved Construction Drawings. All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, have been approved by the County Engineer;

8.8.3.6.2. Successive Improvements. All Phases provide sufficient Improvements necessary for the successive construction of Improvements proposed in other Phases; and

8.8.3.6.3. Completed prior to C/O. A Phase's minimum required per-acre park Improvements specified in **Section 8.8.3.1** are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.

8.8.3.7. Public Park Open Space Maintenance. Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until _____

Commented [A74]: Variable. Enter "reserved" for this section if not applicable.

Commented [A75]: Variable. Enter "reserved" for this section if not applicable.

Commented [A76]: Variable.

Commented [CE77]: Variable. Use if "Park Dedication" is used above and if improvements are/will be required.

Enter "reserved" for this section if not applicable/being used.

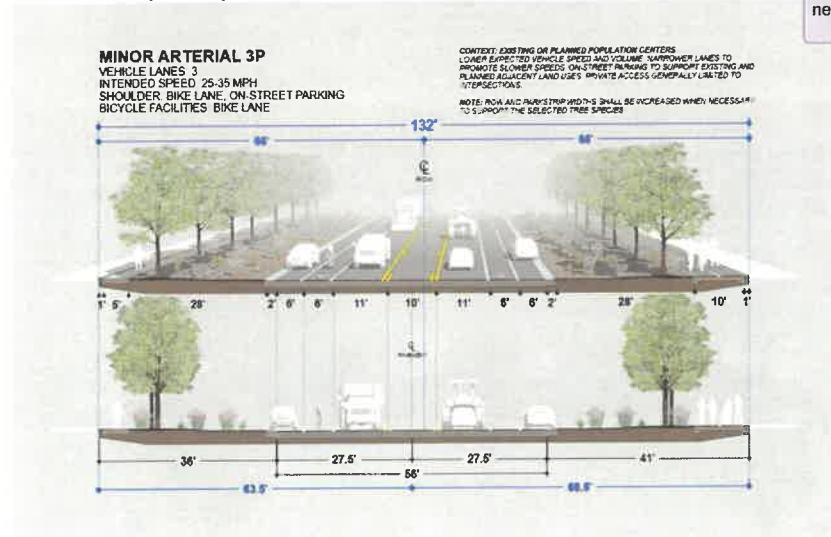
Commented [A78]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:

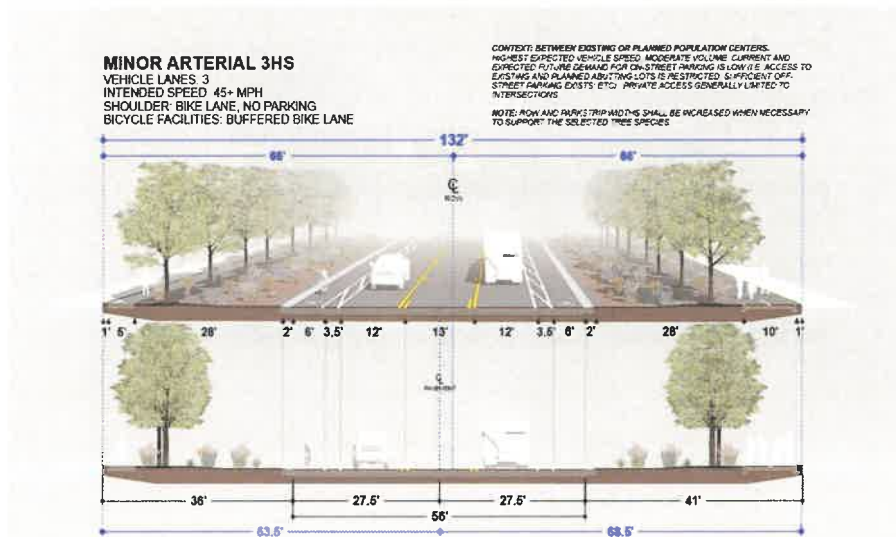
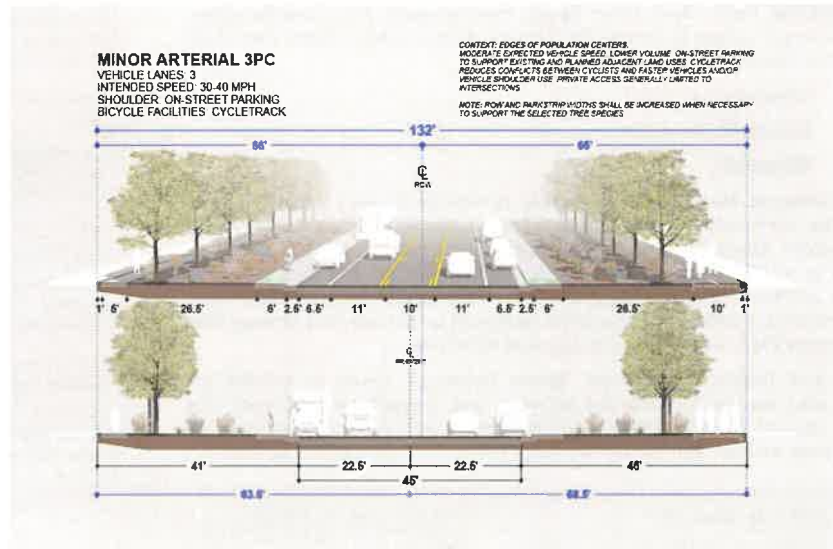
8.8.4.1. Specific Improvements. [Enter details here.]
Split into subsections if multiple specifics.

Commented [A79]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:

8.8.4.2. Phasing Alternative. [Enter details here.]
Split into subsections if multiple subjects.

Commented [A80]: Variable. Insert project-specific details. Add as many subsections below as may be needed.





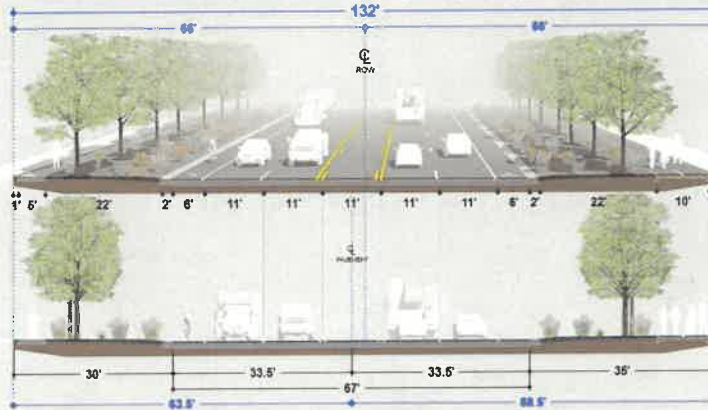
8.9.2.

MINOR ARTERIAL 5

VEHICLE LANES 5
INTENDED SPEED 25-40 MPH
SHOULDER BIKE LANE, NO PARKING
BICYCLE FACILITIES BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
SLOWER VEHICLE SPEEDS, HIGHER VOLUME DEMAND FOR ON-STREET PARKING
IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO
PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL SPEC. PRIVATE ACCESS
GENERALLY LIMITED TO INTERSECTIONS

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



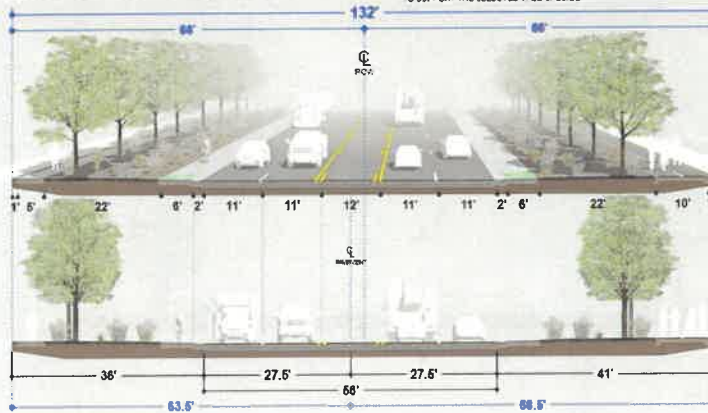
8.9.3.

MINOR ARTERIAL 5C

VEHICLE LANES 5
INTENDED SPEED 35-45 MPH
SHOULDER NONE
BICYCLE FACILITIES CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME, CURRENT AND
EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW, E ACCESS TO
EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-
STREET PARKING EXISTS, ETC. CYCLETRACK REDUCES CONFLICTS BETWEEN
CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO
INTERSECTIONS

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

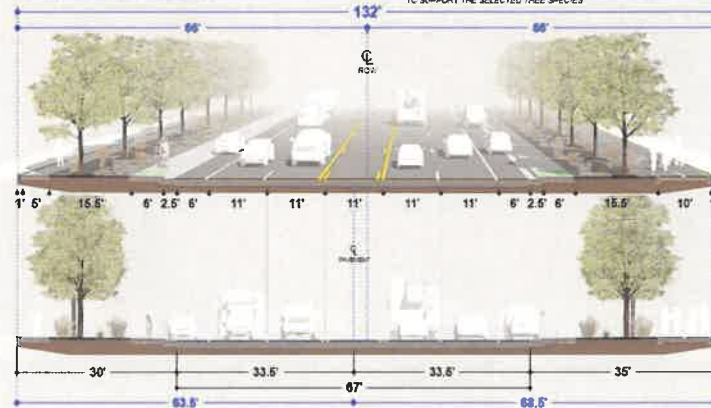


8.9.4.

MINOR ARTERIAL 5PC
 VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEEDS, HIGHER VOLUME ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS

NOTE: ROW AND PARK STRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES

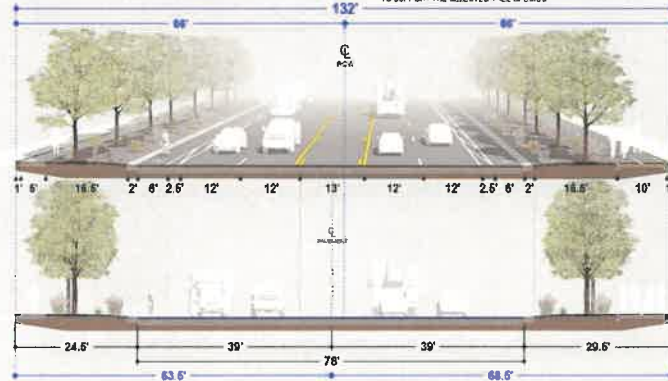


8.9.5.

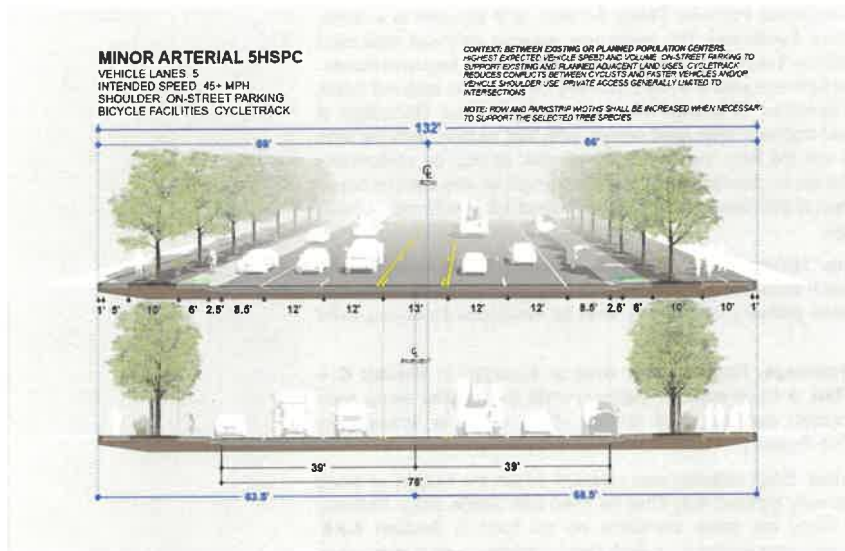
MINOR ARTERIAL 5HS
 VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEEDS AND VOLUME DEMAND FOR ON-STREET
 PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER
 ASPHALT TO PROMOTE SALE OF UPGRADE TO MINOR ARTERIAL SHOP, PRIVATE
 ACCESS GENERALLY LIMITED TO INTERSECTIONS

NOTE: ROW AND PARK STRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES



8.9.6.

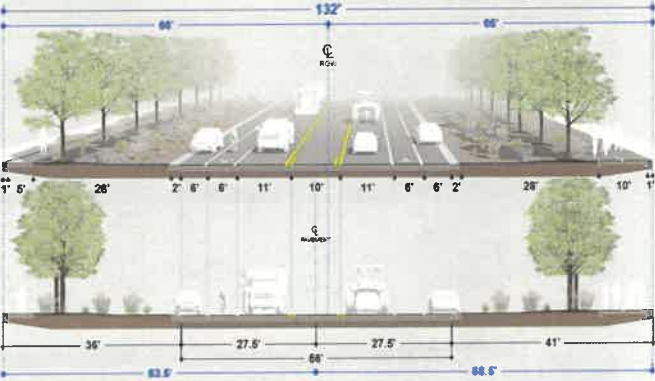


Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

- 8.9.7. Exhibit F – Non-Street-Adjacent Pathway Cross Section**, or if adjacent to a street, **Exhibit E – Street Cross Sections**). The minimum required trailhead dedication shall comply with **Exhibit I – Trailhead Conceptual Design and Improvements**. Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section 8.8.2** of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.
- 8.9.8. Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.
- 8.9.8.1. Required Pathways.** Regardless of what is displayed in **Exhibit C – Concept Plan**, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.
- 8.9.8.2. Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.
- 8.9.8.3. Non-Street Adjacent Pathway Landscaping.** For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to

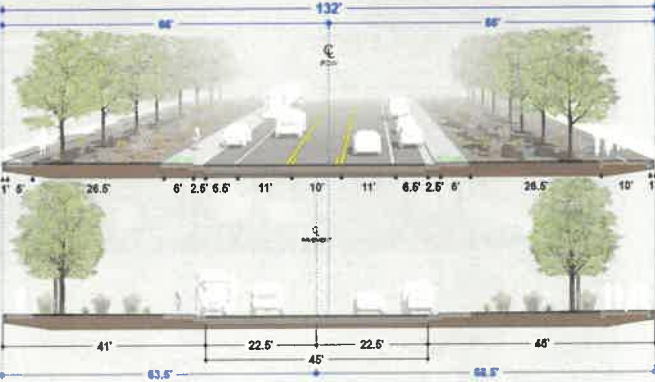
MINOR ARTERIAL 3P
 VEHICLE LANES 3
 INTENDED SPEED 25-35 MPH
 SHOULDER BIKE LANE ON-STREET PARKING
 BICYCLE FACILITIES BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 LOWER EXPECTED VEHICLE SPEED AND VOLUME. NARROWER LANES TO
 PROMOTE SLOWER SPEEDS. ON-STREET PARKING TO SUPPORT EXISTING AND
 PLANNED ADJACENT LAND USES. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES



MINOR ARTERIAL 3PC
 VEHICLE LANES 3
 INTENDED SPEED 30-40 MPH
 SHOULDER ON-STREET PARKING
 BICYCLE FACILITIES CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED. LOWER VOLUME. ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES

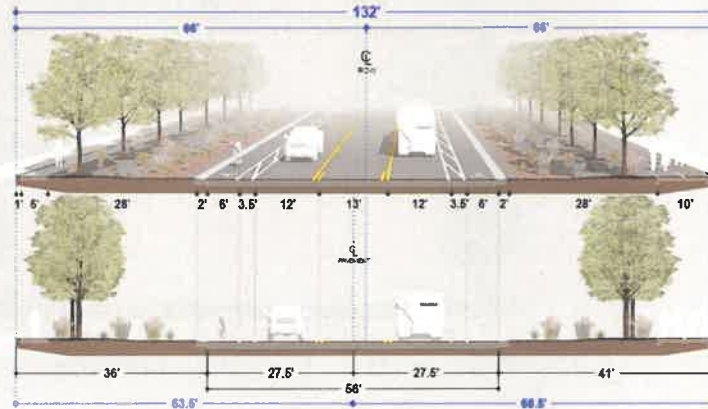


MINOR ARTERIAL 3HS

VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
HIGHEST EXPECTED VEHICLE SPEED: MODERATE VOLUME. CURRENT AND
EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO
EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED. SURFACED OFF-
STREET PARKING EXISTS, ETC). PRIVATE ACCESS GENERALLY LIMITED TO
INTERSECTIONS

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



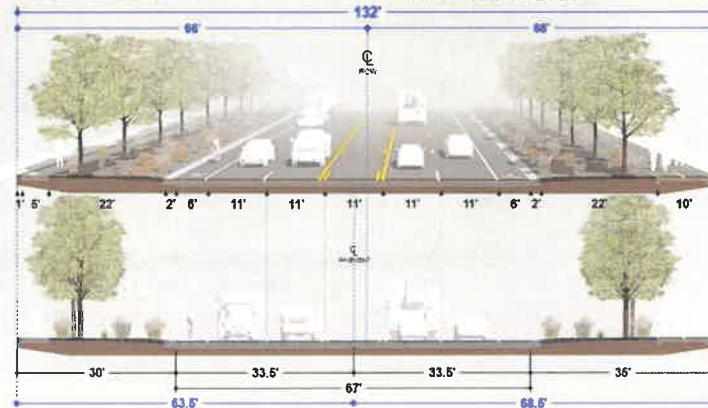
8.9.8.4.

MINOR ARTERIAL 5

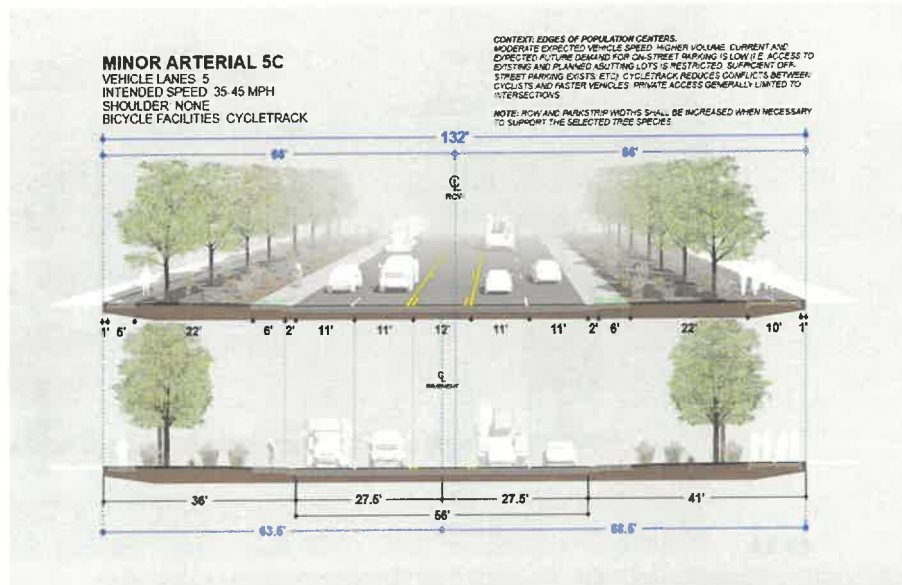
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
SLOWER VEHICLE SPEEDS, HIGHER VOLUME. DEMAND FOR ON-STREET PARKING
IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT ADEQUATE ASPHALT TO
PROMOTE BASE OF UPGRADE TO ARTERIAL SPG. PRIVATE ACCESS
GENERALLY LIMITED TO INTERSECTIONS

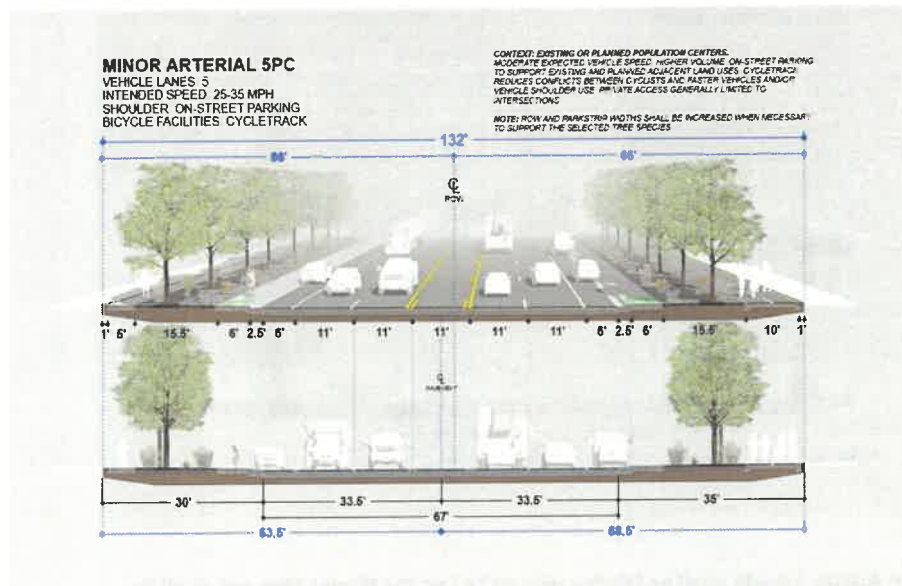
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
TO SUPPORT THE SELECTED TREE SPECIES



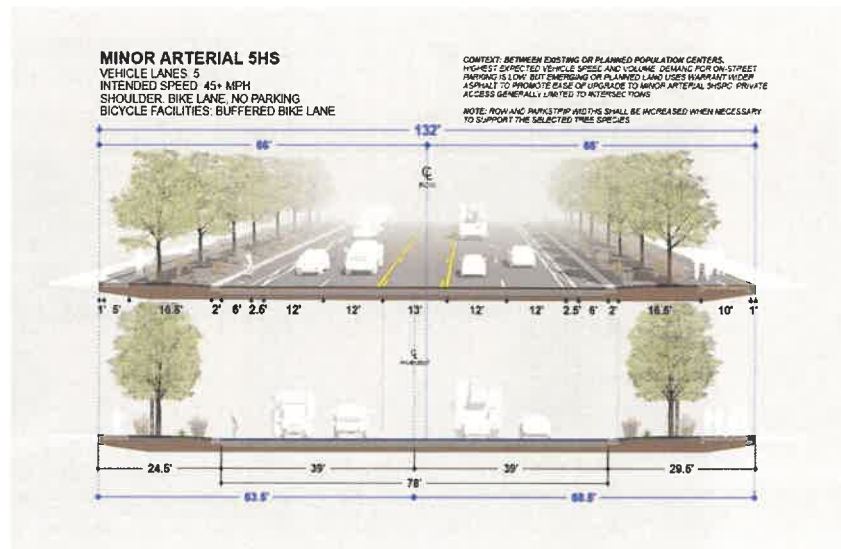
8.9.8.5.



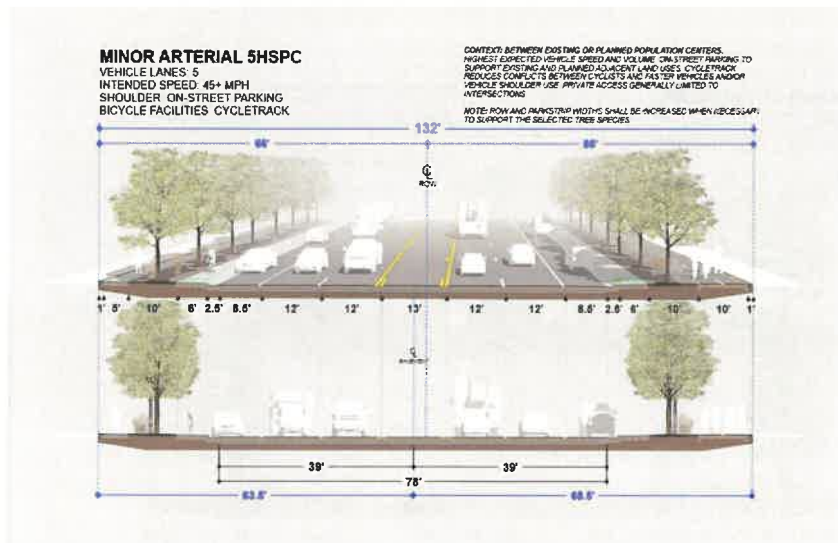
8.9.8.6.



8.9.8.7.



8.9.8.8.



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

- 8.9.8.9.** Exhibit F – Non-Street-Adjacent Pathway Cross Section for a depiction of these pathways.
- 8.9.8.10.** **Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
- 8.9.8.11.** **Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:
- 8.9.8.11.1.** **Raised Crosswalk.** A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.
- 8.9.8.11.2.** **Curb Extensions.** Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.
- 8.9.8.11.2.1.** Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;
- 8.9.8.11.2.2.** The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.
- 8.9.8.11.2.3.** The County Engineer or Roads Supervisor may require other improvements that minimize potential safety risks of the curb-

extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder improvements. If required, Master Developer hereby agrees to install such improvements.

8.9.8.12. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.8.11** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.9.8.13. Project Specific Pathway Improvements.

8.9.8.13.1. Reserved.

8.9.8.13.2. Reserved.

8.9.9. Trailhead Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each required trailhead shall be developed as an improved trailhead as generally illustrated in **Exhibit I – Trailhead Conceptual Design and Improvements**. At a minimum, the trailhead shall provide the following:

8.9.9.1. Quantity. Master Developer agrees to construct two trailheads in the locations as generally illustrated in **Exhibit C – Concept Plan**.

8.9.9.2. Parking. Paved access and a vehicle parking lot sufficient to provide off-street parking spaces for at least ____ typical passenger vehicles and ____ large vehicles or vehicles with trailers. The parking lot shall be configured in a manner that it can be expanded by others later.

8.9.9.3. Amenities. The trailhead shall at a minimum have the following amenities.

8.9.9.3.1. A bicycle fix-it stand.

8.9.9.3.2. A drinking fountain or water bottle filling station.

8.9.9.3.3. A bench.

8.9.9.4. Restroom. At least ~~X~~ sewer restrooms building(s) with no less than two single-use toilet facilities each.

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

8.9.9.6. Trailhead Utilities. The following minimum trailhead utilities shall be installed.

8.9.9.6.1. Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary water needs of the trailhead.

Commented [A81]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A82]: Variable. Insert project-specific details.

Commented [A83]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A84]: Variable. Enter "reserved" for this section if all sections herein would otherwise be reserved.

Commented [A85]: Variable. Enter "reserved" for this section if not applicable.

Commented [A86]: Variable

Commented [A87]: Variable. Enter "reserved" for this section if not applicable.

- 8.9.9.6.2. Sewer connection sufficient for the sewer needs of the trailhead.
- 8.9.9.6.3. Electrical connections sufficient for the electrical needs of the trailhead.
- 8.9.9.6.4. Sufficient water rights or shares necessary to provide for the culinary and secondary water needs of each trailhead.
- 8.9.9.7. ~~Project Specific Trailhead Improvements and Considerations.~~
- 8.9.9.7.1. ~~Reserved.~~
- 8.9.9.7.2. ~~Reserved.~~
- 8.10. **Environmental and Air Quality Standards.** The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.
- 8.10.1. **Energy Efficiency.** All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.
- 8.10.2. ~~Reserved.~~
- 8.10.3. ~~Reserved.~~
- 8.10.4. ~~Reserved.~~
- 8.10.5. **Project-Specific Environmental and Air Quality Standards.**
- 8.10.5.1. ~~Reserved.~~
- 8.10.5.2. ~~Reserved.~~
- 8.11. **Outdoor Lighting.** Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.
- 8.12. **Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of ~~[citation].~~
- 8.12.1. ~~Reserved.~~
- 8.12.2. **Project-Specific Architectural Design Requirements.**
- 8.12.2.1. ~~Reserved.~~ *[see note.]*
- 8.12.2.2. ~~Reserved.~~
9. **Amendments, Modifications, and Revisions.**
- This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

Commented [A88]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A89]: Variable. Insert project-specific details. Example:

8.9.3.7.1. Before or simultaneous to platting the _____ lot or residential dwelling unit, Master Developer shall complete the required trailhead improvements for the first trailhead.

Commented [A90]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A91]: 8.10.2 Pre-Wire for Solar Power. *Each dwelling shall be pre-wired for roof-mounted photovoltaic solar panels. The pre-wiring shall include all components necessary to create a complete system excluding the following components: Solar panel(s) and equipment or components needed to roof-mount; power inverter(s); power converter(s); charge controller(s); batteries; meters, monitoring devices, and similar. If the County Building Official determines that there are extenuating circumstances peculiar to the building, the Building Official may waive any or all of*

Commented [A92]: 8.10.3 Installation of Excluded Solar Components. *Master Developer agrees to install all solar components excluded from Section*

Commented [A93]: 8.10.4 Pre-Wire for Electric Vehicles. *Each dwelling unit's garage shall be prewired to support at least a level 2 electric vehicle*

Commented [A94]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A95]: Variable. Insert project-specific details.

Commented [A96]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A97]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A98]: Example:

-R1, R2, and R3 = Section 104-12-4(a)

Commented [A99]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A100]: Reserved for project specific architectural designs.

Commented [A101]: Variable. Insert project-specific details. Add as many sections below as may be needed.

- 9.1. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.
- 9.2. Modification Application Contents and Process.**
- 9.2.1. Contents.** Modification Applications shall:
- 9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.
 - 9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
 - 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
 - 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
 - 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 9.2.3. Planning Commission Review of Modification Applications.**
- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
 - 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.
- 9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.
- 9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 9.4.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof

does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Division Director.

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

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

10. Miscellaneous Provisions.

10.1. Certificate of Occupancy Requirements. The following are required prior to issuance of a certificate of occupancy.

10.1.1. Reserved.

10.1.2. Reserved.

10.1.3. Reserved.

10.1.4. Reserved.

10.1.5. Reserved.

10.1.6. Installation of dark-sky friendly outdoor lighting, as specified in **Section 8.11** of this Agreement.

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

10.2.1. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.8.3.5.5**.

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.3**.

10.2.3. Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section 8.8.3.3**.

10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.2** of this Agreement.

10.4. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of the *[specify]* zone (*[reference code section]*).

10.4.1. Reserved.

10.4.2. Project-Specific Architectural Design Requirements.

Commented [CE102]: Installation of street trees, as specified in **Section 8.5.6.1.7** of this Agreement.

Commented [CE103]: Installation of a smart watering controller, as specified in **Section 8.6.1** of this Agreement.

Commented [A104]: Installation of a pre-wired solar panel and battery backup system, as specified in **Section 8.10.2** and/or **Section 8.10.3** of this Agreement.

Commented [A105]: Installation of a pre-wired dedicated electric vehicle charging circuit, as specified in **Section 8.10.4** of this Agreement.

Commented [CE106]: Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this Agreement.

Commented [A107]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A108]: Example:

-R1, R2, and R3 = **Section 104-12-4(a)**
-FB zone = **Section 104-22...**
-Etc.

Commented [A109]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

10.4.2.1. ~~Reserved.~~ *[see note.]*

10.4.2.2. ~~Reserved.~~

10.5. ~~Reserved.~~

10.6. Future Taxes, Services, and Districts.

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

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

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

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

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

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

11. General Provisions.

Commented [A110]: Reserved for project specific architectural designs.

Specific Design. The exterior of [dwellings, buildings, etc.] within the Project shall be as illustrated in Exhibit J – Architectural Design Requirements. If, after being presented with an alternative that is designed by a licensed architect, the Planning Director determines that the alternative provides an equal or better design, the Planning Director may allow the use of the alternative design.

Commented [A111]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Example:

For each unit abutting _____ Street, each patio home building shall face away from _____ Street. The rear of these buildings shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished by, among other means, avoiding repetitive or otherwise redundant configurations of walls, wall massing, wall planes, windows sizes and locations, rooflines, chimneys, patios, door sizes and locations and other related design elements. Unless approved otherwise by the Planning Director after being presented with an alternative that, in the director's sole discretionary discernment, is better, this shall necessitate custom interior layouts that do not repeat from unit to unit, nor from building to building. The rear setback of these units (from _____ South) shall be 30 feet,

Commented [A112]: *10.5 Housing Affordability Provisions. In an effort to provide the planning area some level of housing affordability, the following requirements of this Agreement, when applicable, shall be waived as they apply to any lot or unit that has a recorded deed restriction for moderate income housing, as defined by State Code, or that restricts the floor area of the residence (excluding basements and garages, if applicable) to no greater than 1,000 square feet. The deed restrict shall be in favor of, and in a form as acceptable to, the Weber Housing Authority.*

*10.5.1. Street trees for the lot's or unit's street frontage pursuant to Section 8.5.6.1;
10.5.2. Parkstrip landscaping for the lot's or unit's street frontage pursuant to Section 8.5.6.2;
10.5.3. Water-wise requirements pursuant to Section 8.6;
10.5.4. Parks financial donation, pursuant to Section 8.8.1;
10.5.5. The required per lot or unit Public Park Open Space dedication, pursuant to Section 8.8.2;
10.5.6. The required Public Park Open Space Improvements, pursuant to Section 8.8.3, to be*

- 11.1. **Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. **No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.
- 11.4.1. **Partial Assignment.** *Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.*
- 11.4.2. **Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.
- 11.4.3. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.
- 11.4.4. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.
- 11.4.4.1. All necessary contact information for the proposed Assignee.
- 11.4.4.2. The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.
- 11.4.4.3. A verbatim transcription of this **Section 11.4. "Assignability,"** or future amendment thereof, if applicable.
- 11.4.5. **Grounds for Denying Assignment.** The County may only withhold its consent for the

Commented [A113]:

Insert if partial assignment will be allowed:

"Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned."

reasons listed herein.

11.4.5.1. If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

11.4.5.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

11.4.5.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

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

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

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

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

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

Commented [A114]: Variable

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

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

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

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

- 11.13. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County
- 11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

12. Notices.

- 12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this Section.

If to the County:
Weber County Commission

2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

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

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

If to Master Developer:

Commented [A115]: Variable

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

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

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

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

13. Default and Remedies.

13.1. Notice of Default. If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

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

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

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

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

(60) days duration.

13.2. Dispute Resolution Process.

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

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

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

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

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

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

"County"

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

Signed by: _____ on: _____
Commission Chair Signature Date

Commission Approval Date: _____
Approval Date
(as defined in this Agreement)

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

"Master Developer"

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

"Owner"

Commented [A116]: Variable. Omit if Master Developer and Owner are the same.

By: _____

Print Name: _____

Title: _____

DATE: _____

Owner Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

Exhibit A – Property Legal Description

(Need from Applicant – Verify with GIS)

Exhibit B – Property Graphic Depiction

Insert aerial imagery with border around Property.

Exhibit C – Concept Plan

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

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

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

Exhibit D – Associated Rezone Area

Insert depiction of the rezone.

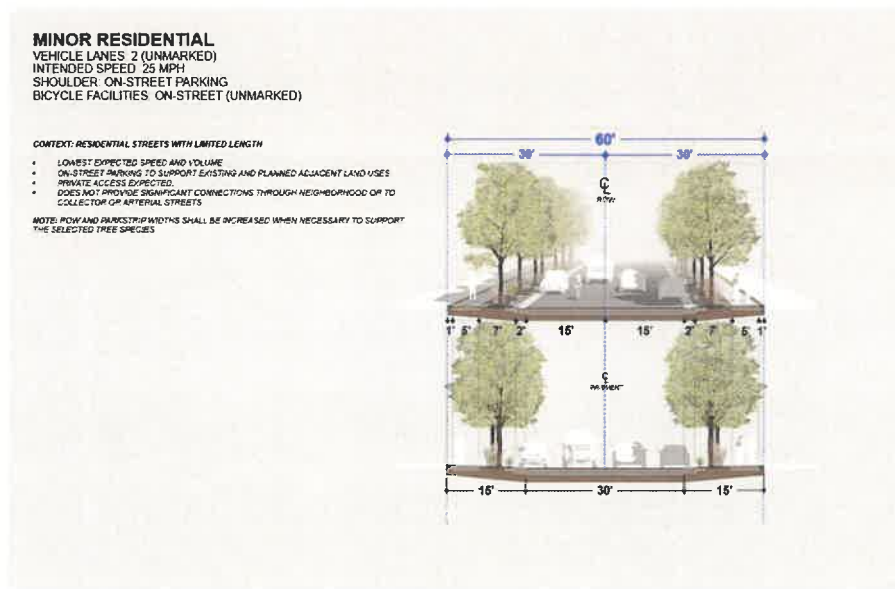
Exhibit E – Street Cross Sections

Notes:

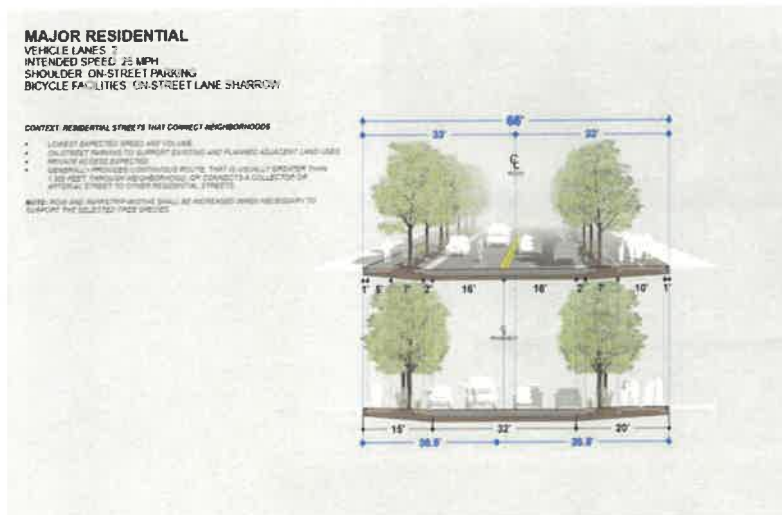
Each street may need ½ width Project boundary variant.

Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.

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



Major Residential Streets shall be labeled with a “B” on the Master Plan.



Minor Collector Streets shall be labeled with a “C” on the Master Plan.

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

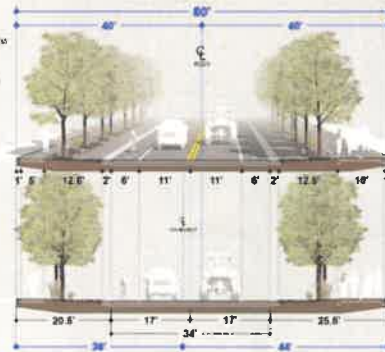
MINOR COLLECTOR - 2

VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS

- LOW/MODERATE EXPECTED SPEED, LOWER VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW
- ACCESS TO EXISTING AND PLANNED ADJACENT LOTS IS RESTRICTED
- SUPPORT OF ON-STREET PARKING EXIST, ETC.
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



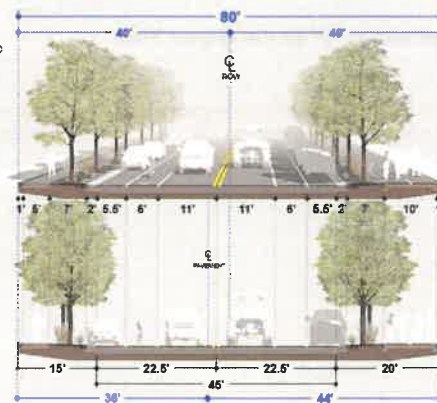
MINOR COLLECTOR - 2P

VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES

- LOW/MODERATE EXPECTED SPEED, LOWER VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO EASE FUTURE UPGRADE TO MAJOR COLLECTOR 3MP OR MAJOR COLLECTOR 3MP
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



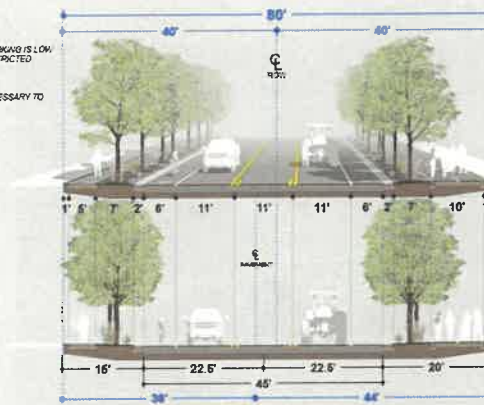
MINOR COLLECTOR - 3

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW, I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED
- SUFFICIENT OFF-STREET PARKING EXISTS, ETC.
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



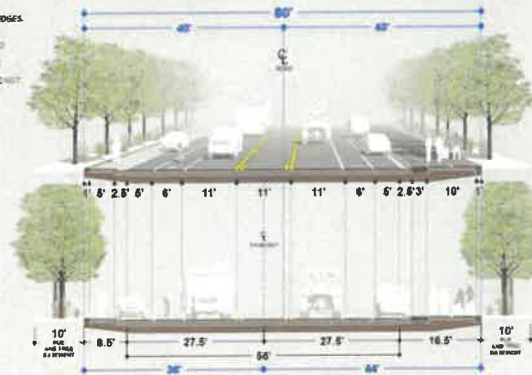
MINOR COLLECTOR - 3P

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES.

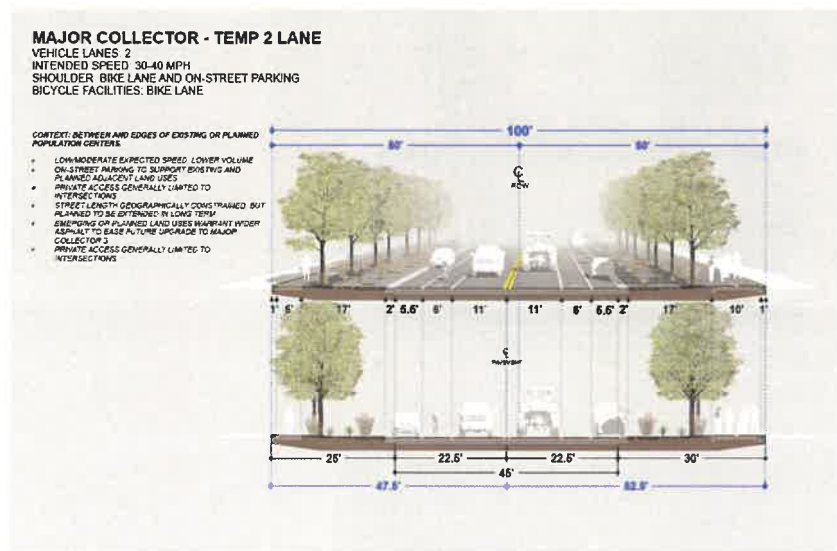
- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJUTING, AND USES
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

NOTE: USE WHEN UPGRADING FROM MINOR COLLECTOR 3 IF NOT FEASIBLE.



Major Collector Streets shall be labeled with an "D" on the Master Plan.

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

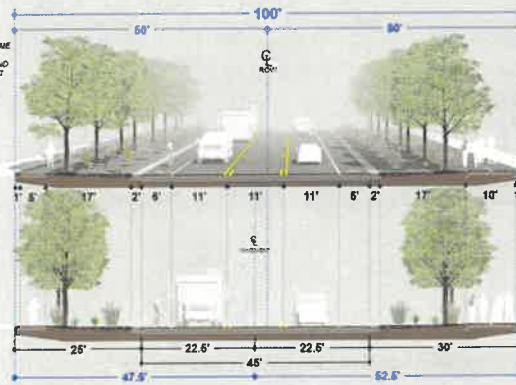


MAJOR COLLECTOR - 3

VEHICLE LANES 3
INTENDED SPEED 30-40 MPH
SHOULDER BIKE LANE NO PARKING
BICYCLE FACILITIES BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUPPLEMENT OFF-STREET PARKING ETC.)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS



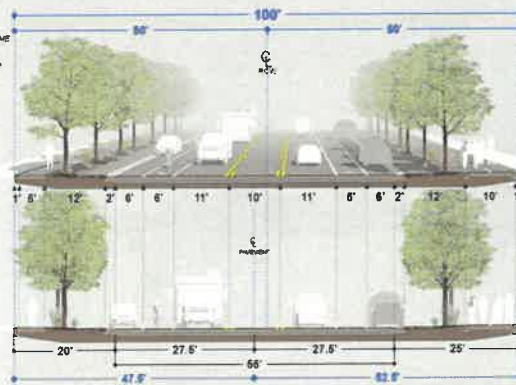
MAJOR COLLECTOR - 3P

VEHICLE LANES 3
INTENDED SPEED 30-40 MPH
SHOULDER BIKE LANE ON-STREET PARKING
BICYCLE FACILITIES BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJUTING LAND USES
- EMERGING ON PLANNED LAND USES WARRANT UNDER ASPHALT TO EXIST FUTURE UPGRADE TO MAJOR COLLECTOR 3P
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

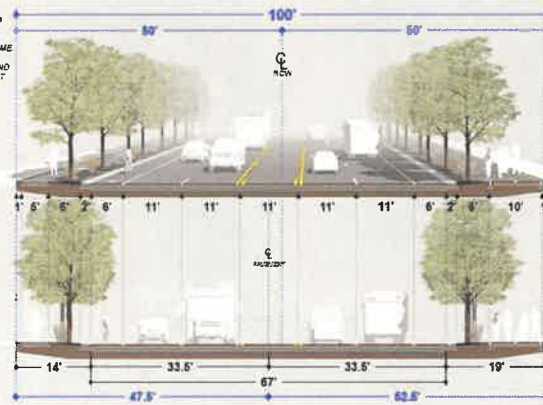
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES



MAJOR COLLECTOR - 5

VEHICLE LANES: 5
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

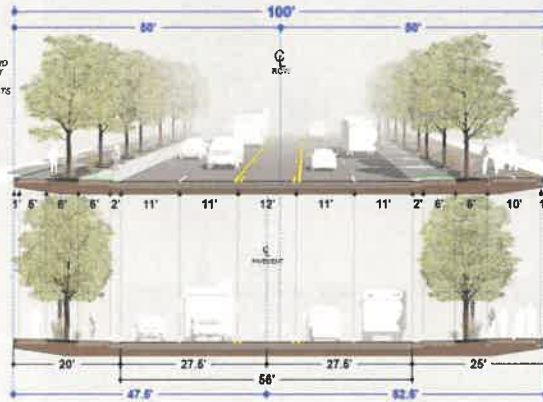
- CONTEXT: BETWEEN EDGES OF EXISTING OR PLANNED POPULATION CENTERS.
- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
 - CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
 - PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS
- NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES



MAJOR COLLECTOR - 5C

VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

- CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
- MODERATE EXPECTED SPEED, MODERATE VOLUME
 - CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
 - CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE
 - PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS
- NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES



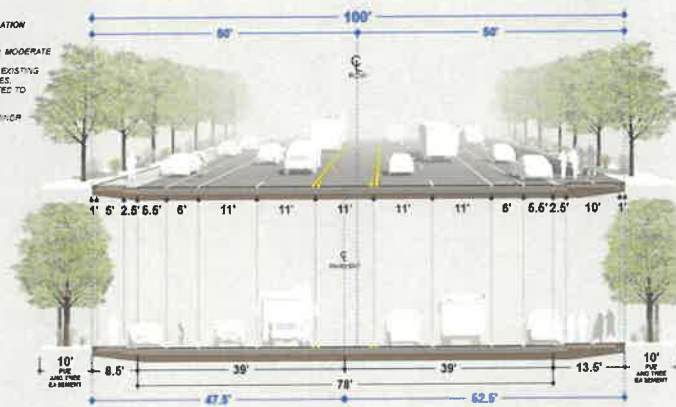
MAJOR COLLECTOR - 5P

VEHICLE LANES 5
 INTENDED SPEED 30-40 MPH
 SHOULDER BIKE LANE AND ON-STREET PARKING
 BICYCLE FACILITIES BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION
 CENTERS

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

NOTE: USE WHEN UPGRADING ROW TO MINOR ARTERIAL, SDC IS NOT FEASIBLE



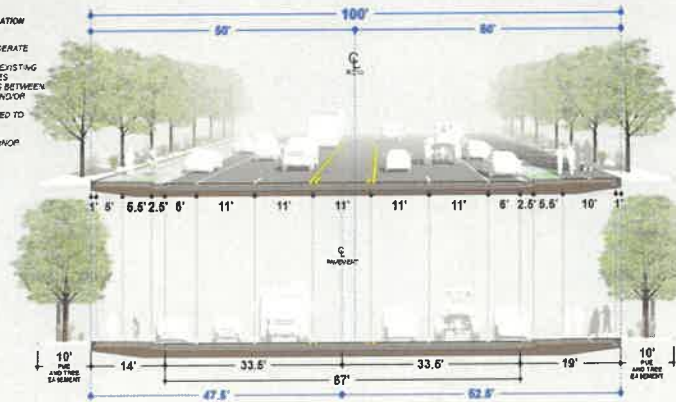
MAJOR COLLECTOR - 5PC

VEHICLE LANES 5
 INTENDED SPEED 35-45 MPH
 SHOULDER ON-STREET PARKING
 BICYCLE FACILITIES CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION
 CENTERS AND EDGES

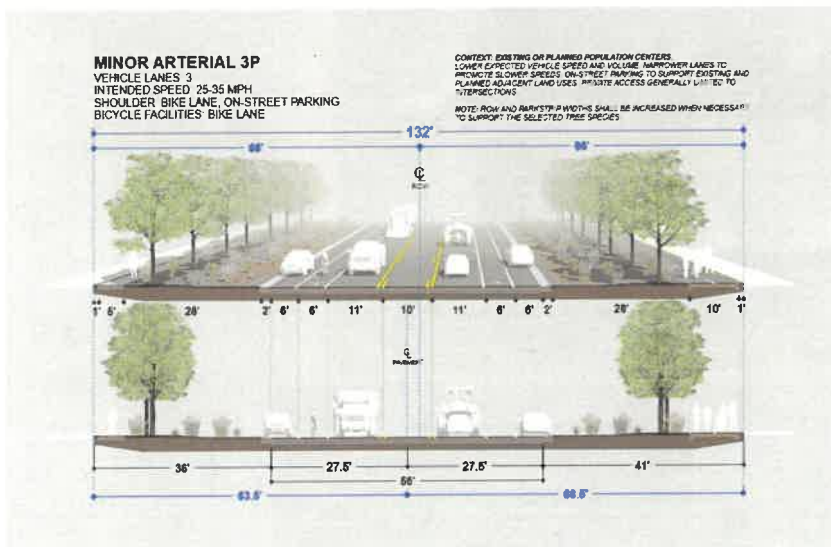
- MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

NOTE: USE WHEN UPGRADING ROW TO MINOR ARTERIAL, SDC IS NOT FEASIBLE



Minor Arterial Streets shall be labeled with an “E” on the Master Plan and shall be designed per the department of transportation specifications.

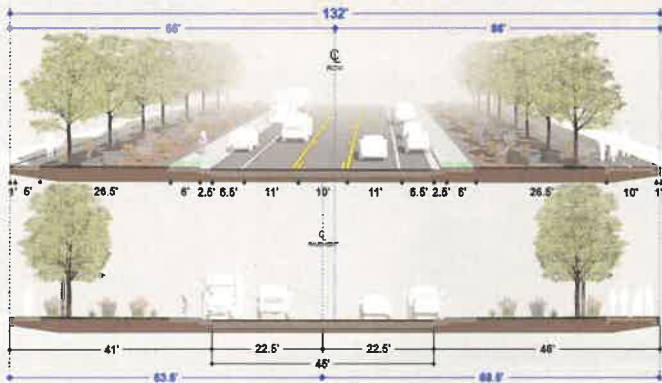
[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]



MINOR ARTERIAL 3PC

VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK

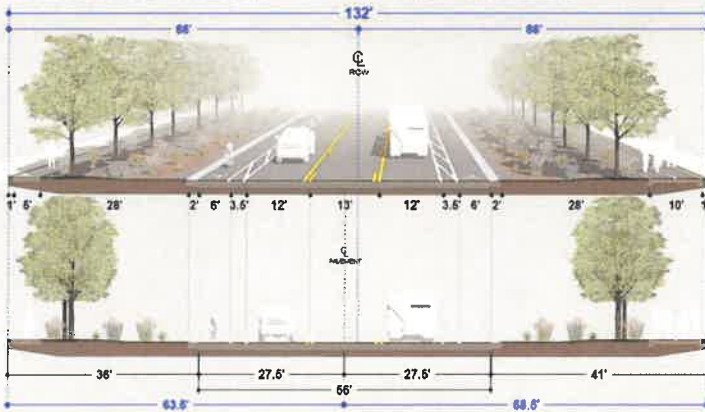
CONTEXT: EDGES OF POPULATION CENTERS.
MODERATE EXPECTED VEHICLE SPEED, LOWER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICT BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



MINOR ARTERIAL 3HS

VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE

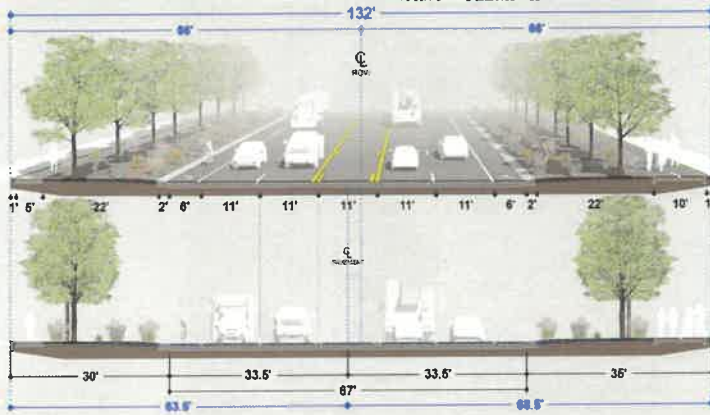
CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
HIGHEST EXPECTED VEHICLE SPEED, MODERATE VOLUME. CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.). PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



MINOR ARTERIAL 5

VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

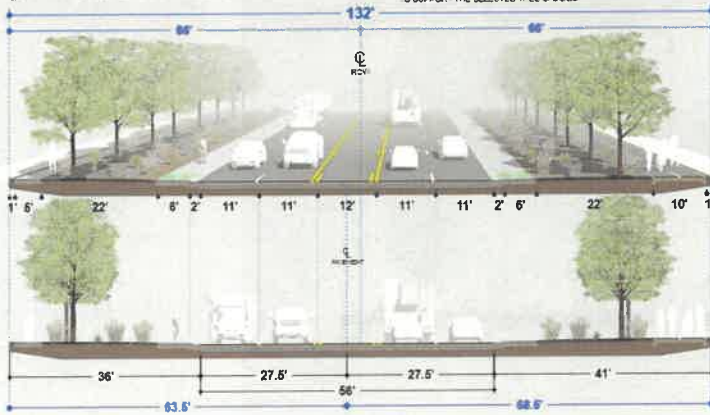
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
SLOWER VEHICLE SPEEDS, HIGHER VOLUME DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5PC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES



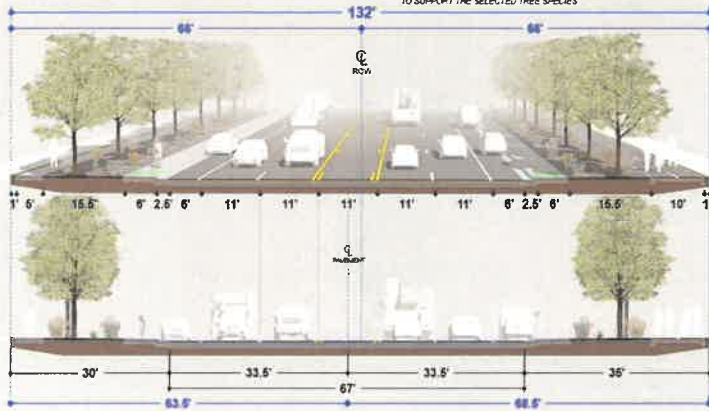
MINOR ARTERIAL 5C

VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME, CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES

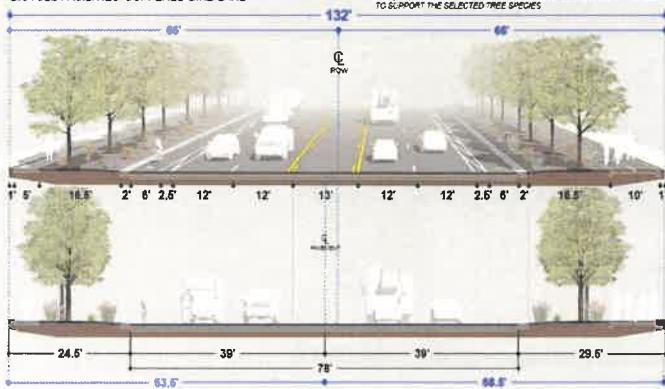


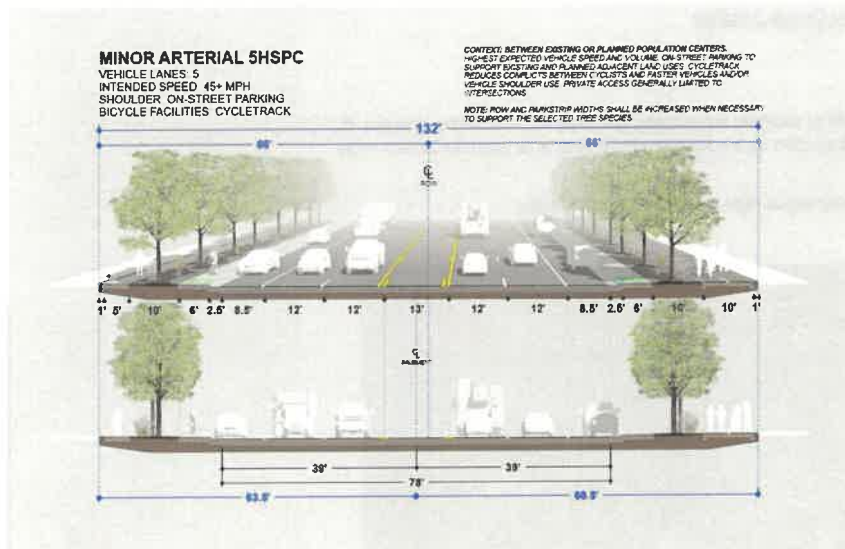
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES



05

TO SUPPORT THE SELECTED ALL-STATE





Major Arterial Streets shall be labeled with an “F” on the Master Plan and shall be designed per the department of transportation specifications.

Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for alternative right of way width standards.



Exhibit G – Corridor Fence Design Examples



Exhibit H – Waterwise Yard Landscape Plan Requirements

The yard landscape plan shall be created by a landscape architect licensed in the State of Utah. The architect shall certify that the plan is designed, using a combination of planting and watering methods, to use 50 percent less outdoor water than expected for a typical residential lot in Weber County.

Weber Basin Water Conservancy District estimates the typical quarter-acre (10,890 square-foot) residential lot has an expected outdoor water use of 0.38 acre feet (119,385 gallons) annually. This equates to approximately 11.37 gallons per square foot of the total lot area (both landscaped area and non-landscaped area). 50 percent less is 5.68 gallons per square-foot annually.

Thus, the yard landscape plan's landscaping and watering methods shall be certified by the landscape architect to allow no more than 5.68 gallons of water per square-foot of total lot area for each lot up to 10,890 square feet (up to 59,693 gallons). For lots greater than 10,890 square feet, the applicant's architect shall certify that the plan allows for no more than 59,693 total gallons of water per year. Care shall be taken to reduce use of sprinklers where possible.

Exhibit I – Trailhead Conceptual Design and Improvements

Insert conceptual trailhead design here. Enter "reserved" in exhibit title if not applicable.

Exhibit J – Architectural Design Requirements

Insert building designs or specific design standards here. Enter “reserved” in exhibit title if not applicable.