

## 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.



## WESTERN WEBER PLANNING COMMISSION MEETING

### MEETING AGENDA

September 16, 2025

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



- Pledge of Allegiance
- Roll Call:

#### Petitions, Applications, and Public Hearings:

1. Minutes: 7-8-2025, 7-15-2025
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.**

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

Adjourn

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

*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***

Minutes of the Work Session Meeting of the Western Weber Planning Commission for July 8, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1<sup>st</sup> 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, 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.

**WS1: A discussion on a proposal to amend the zoning map to expand the zoning C-2 zone boundary so it aligns with the property lines and extends to the center of 4700 West Street and 1400 South Street. This property is located on the corner of 1400 South and 4700 West, parcel numbers 15-054-0075 and 15-054-0073.**

Planner Lleverino presented a map of the subject property to orient the Commission to its location and its surroundings; the applicant feels the proposed zoning amendment will make the property more usable and marketable for sale. The proposal is simply for the zone boundary to follow the parcel boundary and encompass the entire parcel. He noted the landowner, Dale Jordan, is present to discuss his proposal with the Commission. The Commission heard from Mr. Jordan regarding the history of the property and discussed the property characteristics with him.

Planning Director Grover interjected that he is somewhat concerned about the C-2 zoning designation for the property; he acknowledged that the old meat packing operation was zoned C-2 and that is the same zoning designation that has been assigned to a majority of the subject parcel. However, he believes the C-1 zoning is a more appropriate designation for the property because it is intended for neighborhood commercial uses and the subject property is in a neighborhood. Mr. Jordan indicated he prefers C-2 zoning given that the business he is currently operating at the property – a roofing business – would not be permitted in the C-1 zone. Mr. Grover stated that in that case, he would recommend a development agreement for the property that would grant C-2 zoning, but limit the uses that would be permitted on the property. Principal Planner Ewert indicated the general plan indicates the future land use of the subject property is mixed-use, which can include commercial/retail uses with storefronts on the street front and residential uses on upper levels of development. This led to high level philosophical discussion and debate among the Commission regarding the appropriate zoning and use of the property given the current character of the property and surrounding area. Mr. Jordan discussed the improvements he has made to the property in recent months and years and indicated he wants to operate a business that is a meaningful part of the community and will not infringe on neighboring property owners. Chair Favero stated that he is willing to accommodate the current use of the property, but the Planning Commission and staff are responsible for responsible planning for the future of the area; for that reason, he feels Mr. Grover's suggestion of a development agreement is appropriate. Mr. Lleverino discussed the types of actions that would trigger the need for a future owner of the property to bring the property into compliance with C-1 zoning standards rather than C-2. The Commission and Planning staff discussed important components of a development agreement for the subject property, ultimately concluding to direct staff to work through the negotiation of a development agreement and bring the agreement and zoning application before the Commission at a future meeting.

## **WS2: Halcyon Estates Potential Rezone Review**

Principal Planner Ewert discussed the outstanding items in phase one of the Halcyon Estates development and noted the County Commission wanted more information about those issues before proceeding with any changes to future phases of the project. He invited the applicant to address the Planning Commission about his project. Dade Rose, developer of Halcyon Estates, discussed his plans regarding development of 24 to 25 lots; programming and improvement of the open space in the project, including planting of trees by the community; street and trails connectivity; and partnering with service districts to ensure adequate irrigation water for the public park space.

Commissioners conveyed the concerns they have heard from residents about the proposed rezone; some residents believe that changing of the zoning of property adjacent to their homes will impact their private property rights relative to things like setbacks for outbuildings or other property improvements. The Commission and Mr. Ewert engaged in discussion of the likelihood of any

of the residents' concerns coming to fruition. Commissioner Andreotti stated that the issues that have been raised are an example of the problems with cluster subdivisions; developers eventually seek to develop the large open spaces that have been preserved as part of a cluster subdivision because there is not sufficient demand for continued agricultural use of the preserved areas. This led Mr. Ewert to provide a historical review of the Halcyon Estates project, with a focus on commitments regarding road and trail connectivity, perceived benefits of the requested zoning, and the need to ensure some positive aspects for the existing residents that have already bought into the project area. The Commission concluded they are comfortable with Mr. Rose continuing to work with Planning staff to finalize the changes being requested for future phases of Halcyon Estates and come back to the Commission for continued review and ultimately scheduling a public hearing regarding the application.

Before adjourning the meeting, the Commission and staff briefly discussed the meeting calendar for the coming weeks and agenda items that will be coming before the body in the near future.

The work session adjourned at 5:54 p.m.

**Respectfully Submitted,**

***Cassie Brown***

**Weber County Planning Commission**

Minutes of the Meeting of the Western Weber Planning Commission for July 15, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1<sup>st</sup> 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, 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.

### **1. Minutes: April 22, 2025 and May 6, 2025**

Chair Favero introduced the minutes of the April 22, 2025 and May 6, 2025 meetings; there were no suggested edits to the minutes, and he declared the minutes approved as presented.

### **2. Updates:**

#### **2.1 The Bennet Master Planned Development.**

**Staff presenter: Charlie Ewert**

Principal Planner Ewert stated the County Commission is working through the Bennet Master Planned Development application, but asked for input from the Planning Commission on a few outstanding issues; he facilitated discussion among the Commission and the applicant regarding the following topics, which he characterized as inconsequential:

- Pedestrian bridges over the Weber River and related trail impact fee credits;
- The section of the development agreement dealing with development standards (Title 108 of the County Land Use Code);
- Open space belt along the portion of the development on 4700 West – but only properties owned by the developer; and
- Certain amount of housing units set aside for senior housing;

Mr. Ewert indicated he will use the feedback provided by the Commission to draft a memo and update the development agreement; he will submit the documentation to the Planning Commission before submitting it to the County Commission.

Chair Favero stated that he feels the County Commission truly values the input of the Planning Commission; it is important for this body to have the trust and confidence of the County Commission, and he is grateful for that.

Mr. Ewert stated that he spoke to a landowner who lives across the river from the area encompassed in the Bennet Master Planned development; she communicated her family – the Hansens – are concerned about 400 South going through their property and they would like to pursue a nature preserve or park in the area. He has provided her with contact information for special service districts that could assist her, but he believes the family may be interested in participating in the development if there were some commitments for the open space to be preserved as a lasting legacy for the family. The group discussed this matter and how the road running along the property could be reconfigured if they are unwilling to sell.

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

There were no public comments.

### **4. Remarks from Planning Commissioners:**

There were no additional remarks from Planning Commissioners.

### **5. Planning Director Report:**

Planning Director Grover was not present; Principal Planner Ewert had nothing additional to report.

**6. Remarks from Legal Counsel:**

There were no remarks from Legal Counsel.

The meeting adjourned at 5:35 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 #ZMA2025-03, an application to rezone approximately 1.3 acres of land located at approximately 1402 South 4700 West, from the A-2 zone to the C-2 zone.  
**Agenda Date:** September 16 2025  
**Applicant:** Dale Jordan Owner of JORCO Construction  
**File Number:** ZMA2025-03  
**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/22736>

### Property Information

**Approximate Address:** 1402 South 4700 West Unincorporated Weber County  
**Current Zone(s):** A-1 Zone  
**Proposed Zone(s):** C-2

### Adjacent Land Use

<b>North:</b> 1400 South Street	<b>South:</b> Agricultural
<b>East:</b> Residential, Agricultural	<b>West:</b> Residential, Agricultural

### Staff Information

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

## Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.  
§Title 104, Chapter 2 Agricultural Zones.  
§Title 104, Chapter 20 Commercial 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 is an application for 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 the 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.

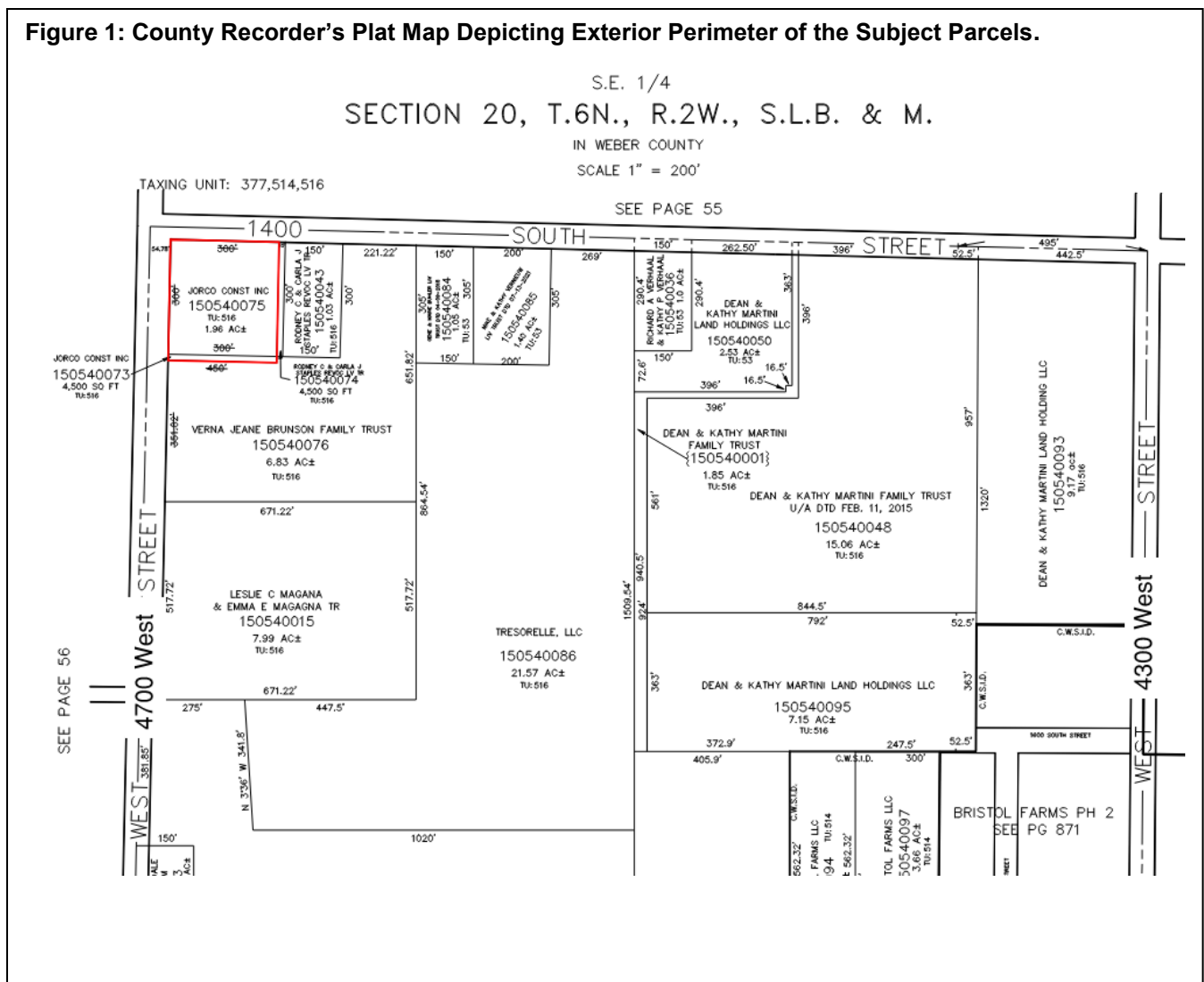
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the planning commission may modify the application of commercial uses and site development standards. As was expressed in our August work session, impact to the neighboring home 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 set back with a maintenance agreement. The owner feels this would help keep the property marketable and would maintain the existing, longstanding allowances.

## **Policy Analysis**

This is a proposed rezone of approximately 1.3 acres. The property is currently held as two separate parcels: #150540075 (1.96 acres), and #150540073 (.10 acres). This property has been the location of several commercial uses over the years, since its initial rezone in 1985. Currently, the land is used for a roofing company office.



**Figure 1: County Recorder's Plat Map Depicting Exterior Perimeter of the Subject Parcels.**



The Weber County Land Use Code has a chapter that governs applicant-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code and best planning practices.



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



The proposed rezone can be observed in **Figure 3**<sup>2</sup>, with the pink polygon depicting the proposed C-2 zone.

The C-2 Zone is intended to broad range of commercial services and goods to serve a larger community area. These areas are intended to be clustered around traditional town or village centers and not strung out along the highways

Through a development agreement, the county can apply other regulations to the project that may help soften the strict requirements of Weber County Land Use Ordinance if those requirements do not make sense for the specifics of the project, or strengthen sections of code that may not adequately govern the specifics of the project.

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<sup>2</sup> See also Exhibit C.

Working with the applicant, planning staff are confident that the proposal to bring this entire property into the C-2 zone will result in the ability for the owner utilize the entire property to its full commercial potential and avoid confusion regarding zoning violations from commercial uses expanding beyond the zone boundary. The county will also benefit from having a defined boundary that aligns with the parcel boundary because at the time when the commercial uses are expanded, complete street requirements will become applicable and the appropriate street frontage improvements will become applicable.

The total acreage of two parcels under the same ownership totals 2.06, as indicated by a record of survey prepared by Gardner Engineering. A rezone of this parcel will enable the owner to a total lot coverage of 60 percent and a maximum building height of 35 feet. Further, site development within the parcel are confined to a 50 feet front yard setback that is measured from the center of 1400 South right of way and 50 feet from the center of the 4700 West Street. An Increased setback from the center of 4700 West Street will become applicable under the guidance from the Utah Department of Transportation because the future ROW width for 4700 West is 132 feet. Commercial structures within the parcel are allowed a zero side and rear yard setback if the owner has obtained a perpetual building maintenance contract, otherwise the minimum side and rear setback is 10 feet.

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

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

The following is an analysis of the proposal in the context of these 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, 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."*<sup>3</sup>

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 negotiated well enough.

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<sup>3</sup> Western Weber General Plan (p. 21)

### 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 (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide optimal community benefits.

- *Commercial Property.*
  - This property is partially zone C-2 possibly in an effort to create a buffer between the potential commercial uses and the adjacent agricultural and residential uses. In the event that the commercial uses are allowed to expand to the property line, additional screening requirements may be added. The staff's recommendation on page 12 of this report include language related to the required site development standards.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
  - Complete street design for the frontage of 1400 South and 4700 West Streets will become applicable with any new conditional use and design review application, which will result in sidewalk connectivity along collector and arterial streets.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - This property has long been a location of various businesses that have served the community. The property is currently listed for sale by the owner. New businesses will likely be created on this property that would serve the community with goods and services.

***(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.***

This request is not in conflict with the current character of the existing development. There are currently a number residential properties in the vicinity along 4700 West and 1400 South that directly face the commercial property and one home that neighbors the property to the east. At this time, the commercial property is not compatible with the neighboring development, however, guidance from the Western Weber General Plan would suggest that the immediate surrounding area could become mixed residential, and proceeding north, become commercial.

***(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.

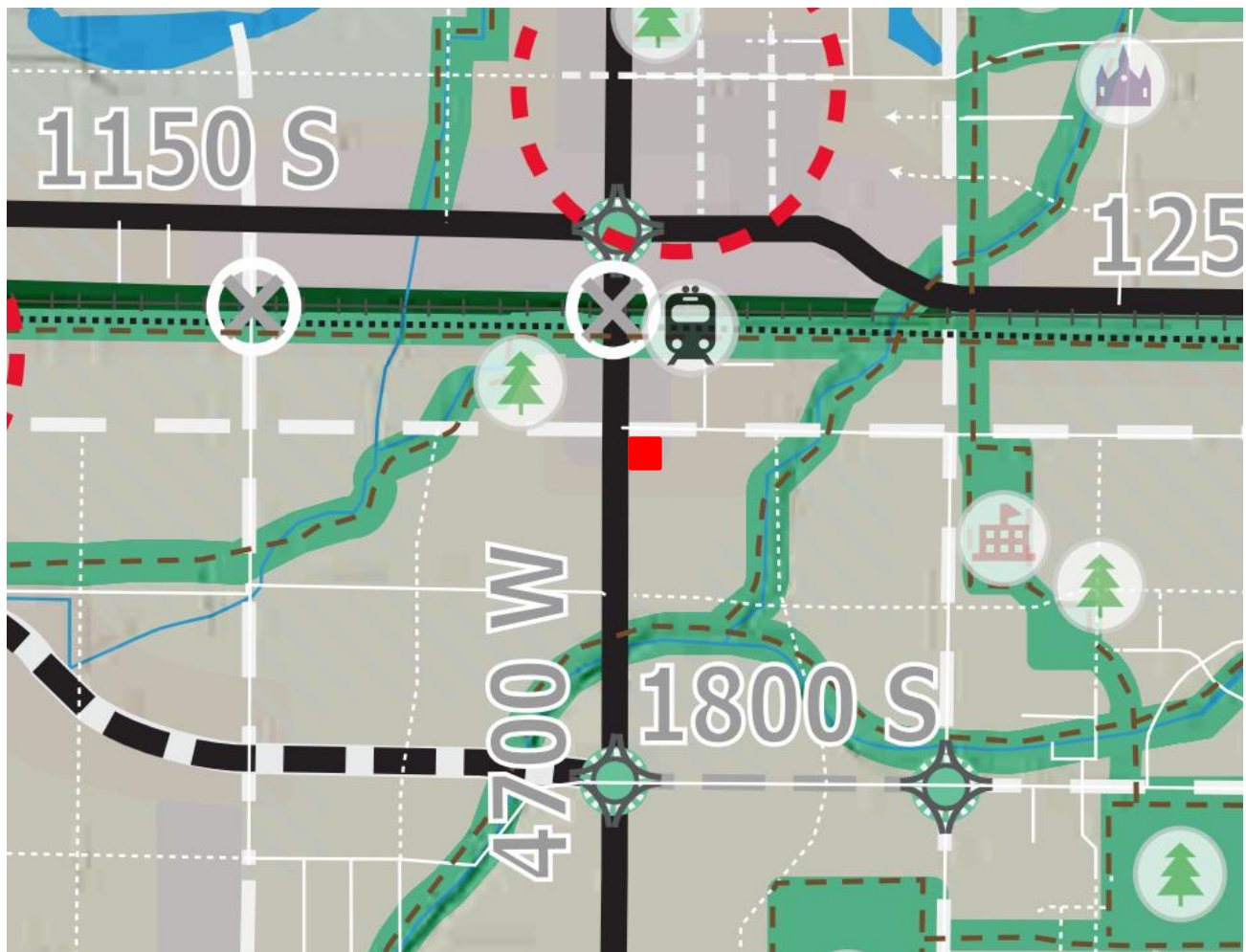
***(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

If rezoned, commercial uses on the property are not likely, in the short-term, to change due to the absence of the sewer services in the vicinity. All new uses will require further review from the Weber-Morgan Health Department and new commercial proposals that invite a large customer base will require a connection to the Central Weber Sewer District.



**Figure 6** shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and surrounding area, the plan recommends securing 1400 South Street as a future minor collector street, and 4700 West Street as a future minor arterial street.

**Figure 6: Planned Streets – Western Weber General Plan**



### Police and Fire Protection

It is not anticipated that this zone amendment will generate a greater per capita demand for police and fire protection than a typical commercial property.

### 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 conditional use permit and design review.

### Water Supply

The property currently utilizing a connection for culinary water services from the Taylor West Weber Water Improvement District. At this time there are no secondary or irrigation water rights associated with this property. The property is within Hooper Irrigation Company's declared expansion area. Hooper Irrigation Company is the only irrigation company on record that has provided the county a mapped expansion area. Current county code states:

*"If any lot within the subdivision is located within a distance of 50 feet multiplied by the number of proposed lots from a public culinary water service provider's existing and functional main delivery line, or that of a secondary water service provider, and the service provider is willing and able to serve the subdivision, then in accordance with the service provider's standards and any applicable County standards, each lot within the subdivision shall be connected to the service provider's water delivery system."*<sup>4</sup>

Hooper Irrigation Company can provide the best organization of secondary water infrastructure to this project should they be willing and able to serve it. Like stormwater, that is likely unnecessary to nail down during the rezone, as it will be required during subdivision or development review.

### Wastewater

The sanitary facilities are currently served by two septic systems. It is anticipated that this property will be served by sewer that will be collected by Central Weber Sewer Improvement District. The project is located in a Potential Low Pressure Area according to the Sewer Master Plan, as illustrated in **Figure 8**. The plan anticipates a potential gravity trunk line along the south side of 1400 South Street. The proposed gravity line is depicted in bright green, and the Potential Low Pressure Area is light blue with a red dashed line.

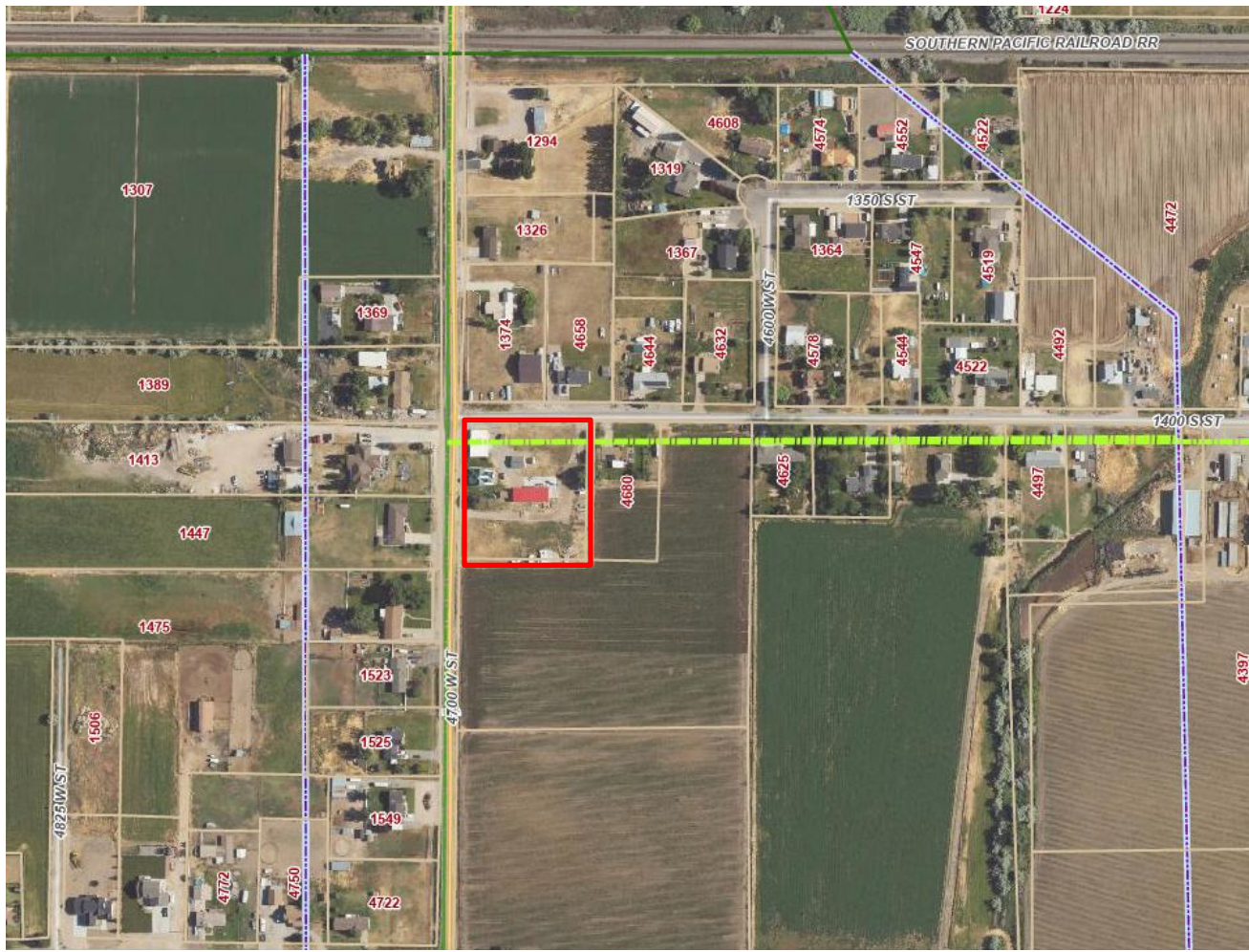
### Refuse Collection

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.

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<sup>4</sup> Weber County Code, Section 106-4-2.010.

**Figure 8: West Weber Sewer Master Plan**



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

Some type commercial development are more prone to environmental degradation. The planning staff has selected several uses that may be struck from the use table for this property other uses that have the history of causing a nuisance or a public health hazard may be removed upon the recommendation from the planning commission. The revised C-2 zone use table is included as Exhibit D.



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

Traffic along the existing thoroughfares will remain the same until additional businesses begin operation. Additional street frontage improvements such as asphalt, curb, gutter, and sidewalk will be required when the site is further developed.

## 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:

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 that standards of the C-2 zone code, Chapter 104-20.
  - c. Permitted and conditional uses allowed within the property are limited the list attached under page 29 of the development agreement. See Exhibit D.

Staff's 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.

## Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2025-03, an application to expand the C-2 zone boundary to encompass the entire 2.06 acre parcel located at approximately 1402 South 4700 West, from the A-1 zone to the C-2 zone, as illustrated in Exhibit C.

I do so with the following findings:

*Example findings:*

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

**Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZMA2025-03, an application to expand the C-2 zone boundary to encompass the entire 2.06 acre parcel located at approximately 1402 South 4700 West, from the A-1 zone to the C-2 zone, as illustrated in Exhibit C, **but with the following additional edits and corrections:**

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

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

I do so with the following findings:

*Example findings:*

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

#### **Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZMA2025-03, an application to expand the C-2 zone boundary to encompass the entire 2.06 acre parcel located at approximately 1402 South 4700 West, from the A-1 zone to the C-2 zone, as illustrated in Exhibit C I do so with the following findings:

*Examples findings for denial:*

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

#### **Exhibits**

Exhibit A: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.

Exhibit D: Development Agreement

**Project Name:** JORCO Dale Jordan-Zoning Map Amendments  
**Address:** 1402 South 4700 West  
**Project Type:** Zoning Map Amendments  
**Project Sub Type:** Zoning Map Amendments  
**Created By:** Dale Jordan  
**Created On:** 4/14/2025  
**Project Status:** Accepted  
**Status Date:** 7/18/2025  
**File Number:** ZMA2025-03  
**Project Manager:** Felix Lleverino

---

**Application**

**Project Description:**

1402 S 4700 W Is a property that has long been used for commercial use. The lines until the new electronic apps have come along , have been largely unclear. This property is a corner lot at the corner of 1400 South and 4700 W in Weber county near the Taylor community. So the property takes a C-2 zoning for a large portion of the property but does not encompass the entirety of the property. It would benefit this property to include C-2 zoning to be able to use the entire property. There is a Commercial building on the property now and the land would be of great use to the building.

**Property Address:**

1402 South 4700 West

**Property Owner:**

JorCo

601-573

dale@jorcoconstruction.com

**Representative:**

**Accessory Dwelling Unit:**

False

**Current Zoning:**

C-2

**Subdivision Name:**

**Number of Lots:**

0

**Lot Number:**

**Lot Size:**

2.06

**Frontage:**

**Culinary Water Authority:**

Taylor-West Weber Water District

**Secondary Water Provider:**

Not Applicable

**Sanitary Sewer Authority:**

Health Department (Septic)

**Nearest Hydrant Address:**

**Signed By:**

Dale Jordan

---

**Parcel Number(s):**  
150540075

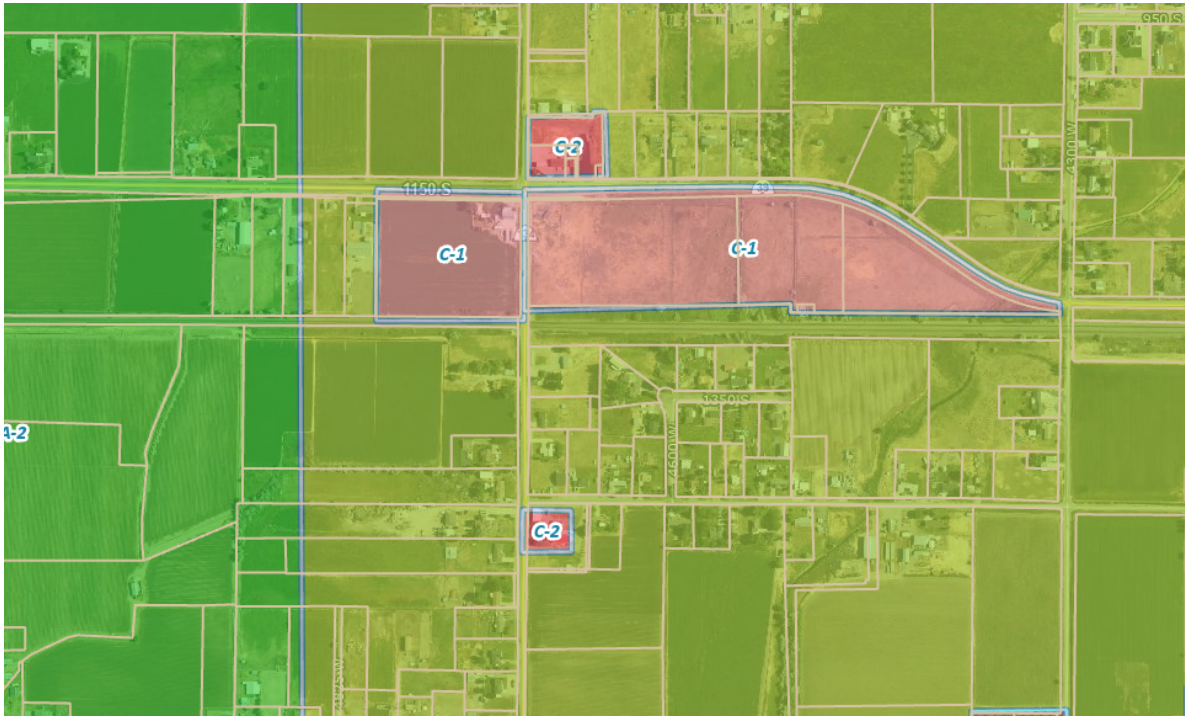
---

**Building Descriptions:**  
**Description:                      Building Square Feet:    Valuation:**

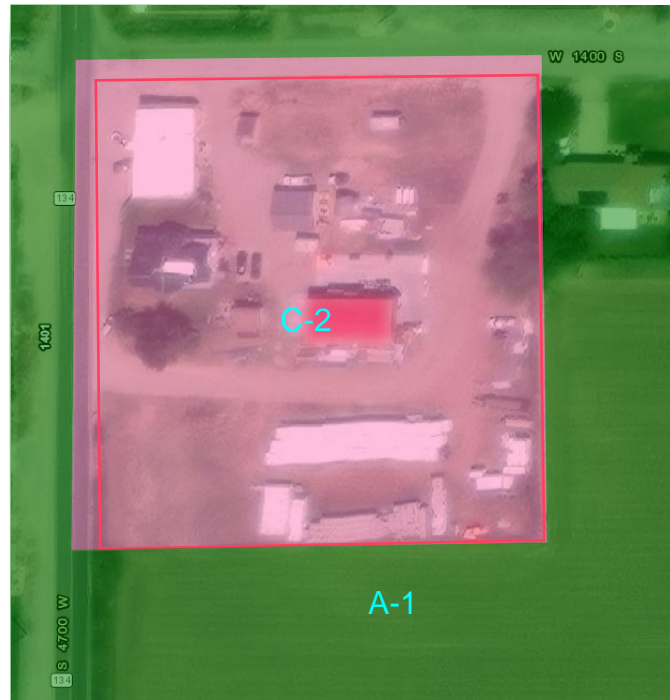
---

**Contractors:**  
**Type:                                      Name:                                      Contact:                                      Address:**

Exhibit B



## Exhibit C



**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

***Dale Jordan, JORCO Construction Inc.***



## **Table of Contents**

Table of Contents.....	2
DEVELOPMENT AGREEMENT .....	4
RECITALS.....	4
AGREEMENT TERMS.....	5
1. Incorporation of Recitals and Exhibits. ....	5
2. Effective Date, Expiration, Termination. ....	5
3. Definitions and Interpretation. ....	6
4. Conflicting Provisions .....	9
5. Vested Rights and Reserved Legislative Powers. ....	9
6. Project Description. ....	11
7. Project Location and Illustration. ....	11
8. Development Standards.....	11
9. Amendments, Modifications, and Revisions. ....	15
10. Miscellaneous Provisions. ....	16
11. General Provisions. ....	18
12. Notices. ....	20
13. Default and Remedies.....	21
14. Entire Agreement. ....	22
15. Covenants Running with the Land .....	23
16. Counterparts. ....	23
SIGNATURES.....	24
Exhibit A – Property Legal Description.....	27
Exhibit B – Property Graphic Depiction .....	28
Exhibit C – Permitted Uses .....	29
Exhibit D – Associated Rezone Area .....	30
Exhibit E – Street Cross Sections.....	31
Exhibit F – Reserved .....	33
Exhibit G – Reserved .....	34
Exhibit H – Reserved.....	35

Exhibit I – Reserved .....	36
Exhibit J – Reserved.....	37

## **DEVELOPMENT AGREEMENT**

**Dale Jordan**

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

### **RECITALS**

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

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

**WHEREAS**, The County's objective is to 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 C-2 zone area within this property was 1.1 acres and Master Developer desires to expand the C-2 zone area to encompass the entire parcel of roughly 2.06 acres consistent with the terms and provisions contained herein;

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

**WHEREAS**, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A list of permitted uses that are either permitted or conditional is contained in **Exhibit C – Permitted Uses**.

**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-H** are hereby incorporated into this Agreement.

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

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

**2.1.1.** The last date upon which it is signed by 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.**

**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 – Permitted Uses**, 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 Dale Jordan 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 Cross Sections** or
- 3.30. **Exhibit F** of this Agreement and any other requirements of the County Engineer.
- 3.31. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.32. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.33. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.34. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.35. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B – Property Graphic Depiction**.
- 3.36. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.37. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.38. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.
- 3.39. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.
- 3.40. **Smart Watering Controller** is an automatic landscape watering controller that can connect to

the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.

- 3.41. **Subdeveloper** means an entity not “related” (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.42. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.43. **Subdivision Application** means the application to create a Subdivision.
- 3.44. **Successor** means a person or entity that succeeds to a Party’s rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

#### 4. **Conflicting Provisions**

The Code shall apply to each Development Application except as the County’s Vested Laws are expressly modified by this Agreement (including any written provision in exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Permitted Uses** is designed to illustrate the general layout and configuration of the Project area boundary. 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 C-2 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.
- 5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
  - 5.3.1. **County Discretion to Apply Future Laws.** County has 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 proposal to amend the Western Weber Zoning Map to expand the C-2 zone boundary to cover the entire 2.06 acre parcel and to extend to the center of 4700 West Street and 1400 South Street and to specify the uses and site development standards of the C-2 zone code.

**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. Reserved**

**8.1.1. Reserved**

**8.2. Reserved**

**8.2.1. Reserved .**

**8.3. 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 – Permitted Uses**, as public thoroughfares at no cost to the County.

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

**8.3.2. Reserved.**

**8.3.2.1. Reserved.**

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

**8.4.1. 4700 West Street Minor Arterial 132' ROW.**

**8.4.2. 1400 South Street Minor Collector 80' ROW.**

**8.4.3. Reserved.**

**8.4.3.1. Reserved.**

**8.4.4. Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be constructed in compliance with the complete street requirements of the C-2 zone code.

**8.4.5. Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that access to this parcel is limited to a single access point from 1400 South Street. A second access from 4700 West Street may be built at the discretion of the County

Engineer. The access design is at the discretion of the County Engineer.

**8.4.5.1. Reserved.**

**8.4.5.1.1. Reserved.**

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

**8.4.6.1. Complete Street Design.** Design criteria from Section 104-20-4 (c) for the Weber County Land Use Code is required for the street frontage of 4700 West and 1400 South Streets.

**8.4.6.2. 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.

**8.4.6.3. 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.

**8.4.7. Reserved.**

**8.4.7.1. Reserved.**

**8.4.8. Reserved.**

**8.4.8.1. Reserved.**

**8.4.8.1.1. Reserved.**

**8.5. Non-Public Landscaping to be Water-Wise.** All landscaping within the lot or parcel will implement water-wise landscaping measures as follows.

**8.5.1. Water-wise landscaping.** All development within the lot or parcel will implement water wise landscaping measures as follows:

**8.5.1.1. Lawns.** No more than 20 percent of any lot or parcel shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.

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

**8.5.1.3. Shrub Bed Watering.** Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid system or point-source emitters that provide water directly to the base of each plant.

**8.5.2. Reserved.**

**8.5.2.1. Reserved.**

**8.6. Utilities.**

**8.6.1. 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.

**8.6.2. Reserved.**

**8.6.2.1. Reserved.**

**8.6.2.2. Reserved.**

**8.6.2.2.1. Reserved.**

**8.6.2.2.2. Reserved.**

**8.6.3. 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.

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

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

**8.6.4.2. Reserved.**

**8.6.4.3. Reserved**

**8.6.4.3.1. Reserved.**

**8.6.5. Reserved**

**8.6.5.1. Reserved.**

**8.6.6. Reserved**

- 8.6.7. **Reserved**
- 8.6.8. **Reserved**
- 8.6.9. **Reserved**
  - 8.6.9.1. **Reserved**
  - 8.6.9.2. **Reserved**
- 8.6.10. **Reserved**
  - 8.6.10.1. **Reserved.**
- 8.7. **Pathways and Trailheads.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations.
  - 8.7.1. **Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **(Exhibit E – Street Cross Sections)**.
  - 8.7.2. **Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each pathway shall be developed as an improved pathway.
    - 8.7.2.1. **Required Pathways.** A street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.
    - 8.7.2.2. **Reserved.**
    - 8.7.2.3. **Reserved.**
      - 8.7.2.3.1. **Reserved.**
  - 8.7.3. **Reserved.**
    - 8.7.3.1. **Reserved.**
    - 8.7.3.2. **Reserved.**
    - 8.7.3.3. **Reserved.**
- 8.8. **Reserved.**
  - 8.8.1. **Reserved.**
    - 8.8.1.1. **Reserved.**
- 8.9. **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.
- 8.10. **Use of the Property.** The property shall be limited to those uses listed in Exhibit C.
  - 8.10.1. **Reserved.**
  - 8.10.2. **Reserved.**
    - 8.10.2.1. **Reserved.**
    - 8.10.2.2. **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.

**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 C-2 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 8.99** 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** Error! Reference source not found..

**10.2.2.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.4.6.3**.

**10.2.3.** Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section** Error! Reference source not found..

**10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads.** 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. Reserved.**

**10.4.1. Reserved.**

**10.4.2. Reserved**

**10.4.2.1. Reserved.**

**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.**

- 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 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 JORCO Construction Inc. The parties may change their designated representatives by Notice.

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

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

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

**11.12. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this

Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

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

## **12. Notices.**

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

Section.

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**If to the County:**

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

**With copies to:**

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

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

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**If to Master Developer:**

\_JorCo Construction INC.  
Dale Jordan  
1402 South 4700 West  
Ogden Utah 84401

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

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

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

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

**13. Default and Remedies.**

**13.1. Notice of Default.** If Master Developer 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

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Print Name: \_\_\_\_\_

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

State of Utah )  
 )ss.  
County of Davis )

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25



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Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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.

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My Commission Expires:

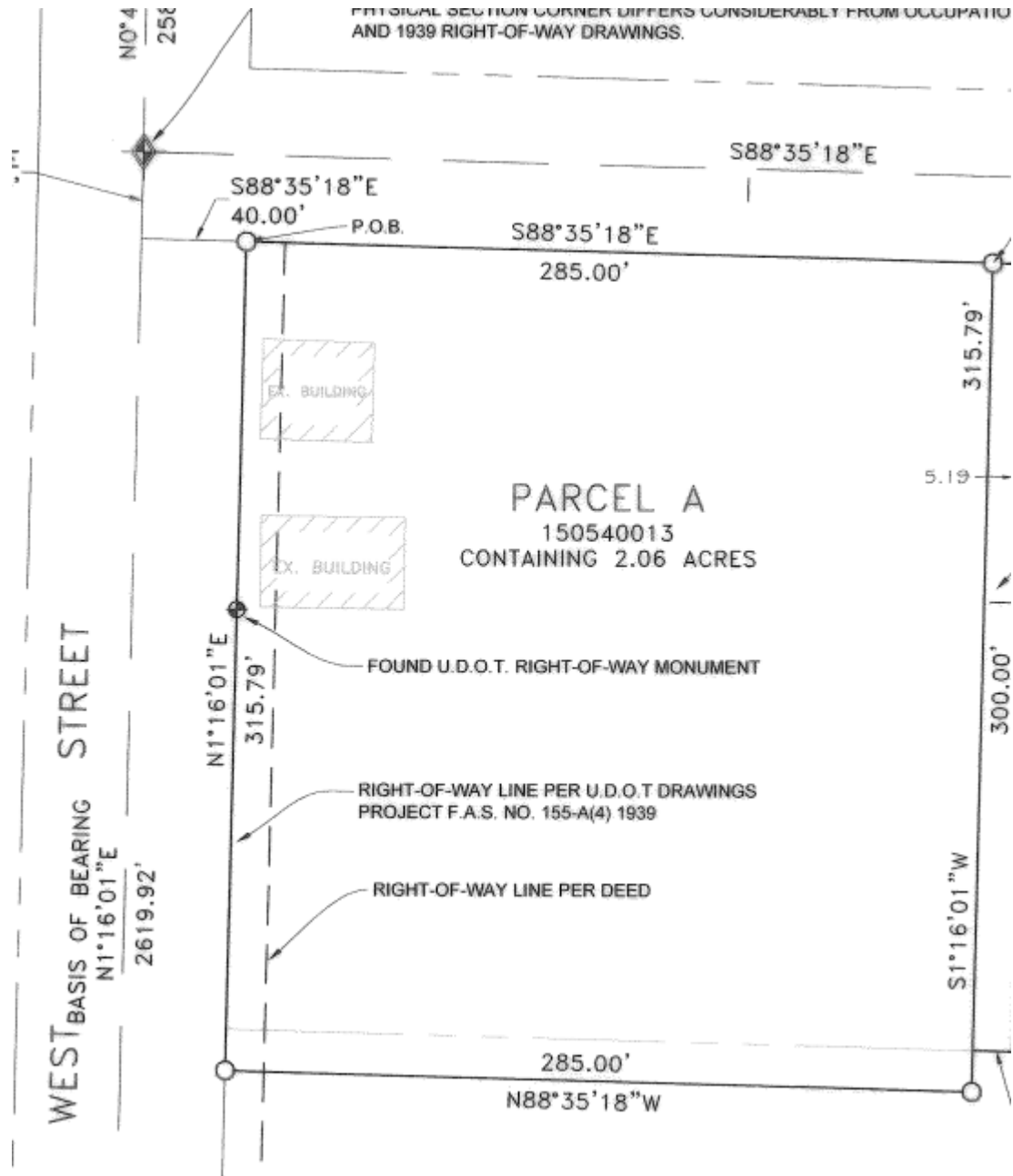
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Notary Public, residing in

**Exhibit A – Property Legal Description**

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 1400 SOUTH STREET AND THE MONUMENT EAST RIGHT-OF-WAY LINE OF 4700 WEST STREET SAID POINT BEING LOCATED SOUTH  $01^{\circ}16'01''$  WEST 33.00 FEET ALONG THE CURRENTLY MONUMENTED WEST LINE OF SAID SOUTHEAST QUARTER AND SOUTH  $88^{\circ}35'18''$  EAST 40.00 FEET FROM THE CURRENTLY MONUMENTED NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH  $88^{\circ}35'18''$  EAST 285.00 FEET; THENCE SOUTH  $01^{\circ}16'01''$  WEST 315.79 FEET; THENCE NORTH  $88^{\circ}35'18''$  WEST 285.00 FEET TO SAID MONUMENTED WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH  $01^{\circ}16'01''$  EAST 315.79 FEET TO THE POINT OF BEGINNING. CONTAINING 2.06 ACRES.

**Exhibit B – Property Graphic Depiction**



**Exhibit C – Permitted Uses**

See Next Pages

**Exhibit D – Associated Rezone Area**



## Exhibit E – Street Cross Sections

### Minor Collector Streets:

#### MINOR COLLECTOR - 2P

VEHICLE LANES: 2

INTENDED SPEED: 30-40 MPH

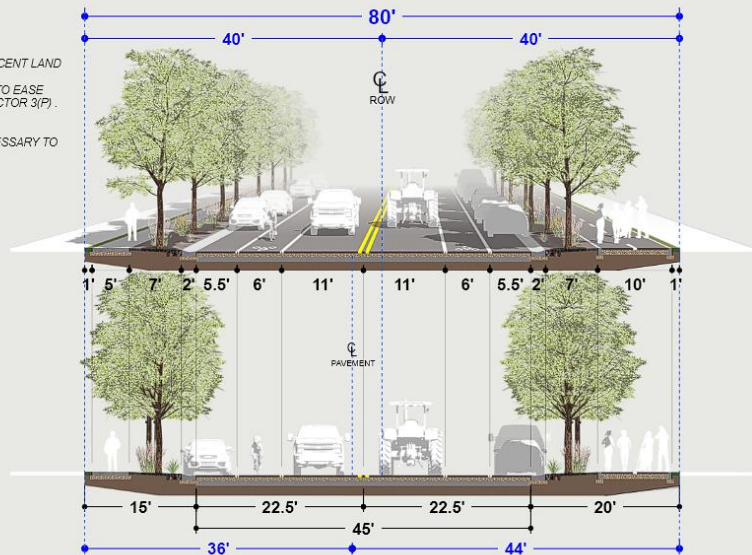
SHOULDER: BIKE LANE, ON-STREET PARKING

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 MINOR COLLECTOR 3(P) OR MAJOR COLLECTOR 3(P).
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



Minor Arterial Streets shall be designed per the department of transportation specifications.

