



WEBER COUNTY PLANNING DIVISION

Administrative Review Meeting Agenda

**January 29, 2026
11:00 am**

1. Administrative Items

- 1.1 SUB121725:** Consideration and action on a request for final approval of the Bitton Estates Subdivision Phase 1. A 59 lot single family development accessing from 4100 West Street.

Staff Presenter: Felix Lleverino

- 1.2 SUB121025:** Consideration and action on a request for final approval of the Bitton Estates Subdivision Phase 2. A 27 lot single family development accessing from 3600 West Street.

Staff Presenter: Felix Lleverino

Adjourn

The meeting will be held in Public Works Conference Room, in the Weber Center, 2nd Floor Suite240, 2380 Washington Blvd, Ogden Utah 84401

****Public comment may not be heard during administrative items. Please contact***

The Planning Division Project Manager at 801 -399-8374 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 801-399-8374



Staff Report to the Weber County Planning Division

Weber County Planning Division

Synopsis

Application Information

| | |
|-----------------------------|---|
| Application Request: | Consideration and action on a request for final subdivision approval of the Bitton Estates Subdivision Phase 1. A 59 lot single-family development accessing from 4100 West Street. |
| Type of Decision: | Administrative |
| Agenda Date: | Thursday, January 29, 2026 |
| Applicant: | Pat Burns |
| File Number: | SUB121725 |

Property Information

| | |
|----------------------------------|--|
| Approximate Address: | 800 S 4100 W |
| Project Area: | 19.909 acres |
| Zoning: | R1-15 |
| Existing Land Use: | Agricultural |
| Proposed Land Use: | Residential |
| Parcel ID: | 15-046-0066 |
| Township, Range, Section: | Township 6 North, Range 2 West, Section 16 |

Adjacent Land Use

| | | | |
|---------------|--------------|---------------|--------------|
| North: | Agricultural | South: | Agricultural |
| East: | Agricultural | West: | Agricultural |

Staff Information

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

Applicable Ordinances

- Title 104, Zones, Chapter 12, Residential (R1-15) Zone
- Title 106, Subdivisions

Development History

- The Weber County Commission approved a rezone of the Bitton Estates Subdivision on July 1, 2025. The rezone facilitated the development of the Bitton and Herrick land that is currently vacant agricultural ground. A rezone development agreement is included with this report under Exhibit C.
- The Western Weber Planning Commission granted preliminary approval of the Bitton Estates subdivision phases one through ten in a public meeting held on November 18, 2025, with the following conditions:
 - Taylor West Weber Water District shall provide a capacity assessment letter or a final will-serve letter before final approval from the Planning Division
 - Hooper Irrigation shall provide a capacity assessment letter or final will-serve letter before final recommendation from the Planning Division.
 - Proof of satisfactory contribution towards parks and open space is required before each phase is recorded.
 - Developer is required to show compliance with the recorded development agreement.
 - The civil drawings shall comply with all Weber County Engineering requirements

Background

This is a request for final approval of the Bitton Estates Subdivision, Phase 1, from the Weber County Planning Division. The development plan subdivides a 19.9-acre parcel into 59 single-family lots. The development agreement allows for a total of 93 lots within the Bitton Estates development. The total number of lots across all phases totals 91 lots. The streets throughout the single-family development will be made public, complete with curb, gutter, sidewalk, and street trees.

Pathway Segments within the development are designed to satisfy the minimum distance between pathway intersections and to align with the planned future pathway system found in the Transportation Map of the Weber County General Plan. The development agreement sets standards and specifications for streets and pathways. The construction drawings also show a pathway along the east side of 4100 West, as specified on the development agreement. The developer shall also build a ten-foot pathway within the 15-foot pathway easement along the Hooper Irrigation Company canal easement.

The Bitton Estates subdivision plan follows the approved concept plan from the development agreement.

The following section is a brief review of the development plan alongside the subdivision code and development agreement.

Analysis

General Plan: The proposal conforms to the Western Weber General Plan by creating a wider variety of housing types within a residential development that implements smart growth principles.

Zoning: The subject property is located in the Residential (R1-15) Zone.

The purpose of the Residential (R1-15) zone is identified in the LUC-§ 104-12-1 as:

The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are references to the R1-12 and R1-10 zones, respectively.

Phase one single-family lots range in size from 6,000 SF to 30,273 SF. The development plan would create 59 lots. After deducting the number of platted lots within phase 1 (59-lots), the remaining maximum number of lots totals 34. Phase 2 of Bitton Estates will amount to 27.

Culinary water: The Taylor West Weber Water District will provide culinary water to the Bitton Estates, for which, the developer has provide a final will serve letter indicating that the plan review has been paid. The developer shall satisfy the listed conditions and final subdivision recording cannot take place until a representative from Taylor West Weber Water District has signed the final mylar.

Pressurized Irrigation water: The Hooper Irrigation Company will provide pressurized secondary water to all of the lots within the Bitton Estates Subdivision.

The subdivision plat has been reviewed by Hooper Irrigation. "There are sufficient shares affiliated with the property to connect to the system. The developer shall pipe any private ditches and drains. The final will-serve letter will be provided after the plans have received final approval, fees have been paid the water shares have been turned into Hooper Irrigation."

Sanitary Sewage Services: Central Weber Sewer District will serve the sanitary sewer treatment services to the Bitton Estates Subdivision. Annexation into the District is complete.

Geotechnical Study: A geotechnical investigation prepared by Christensen Geotechnical, dated January 16, 2025, is included with this proposal. The report finds that the site is suitable for the proposed construction provided the recommendations contained in the report are incorporated into the design and construction of the project.

Additional Standards and Development Agreement:

Landscaping within the public ROW, energy efficiency and outdoor lighting shall be verified before the certificate of occupancy by the Planning Division.

The landscape plan is included with this report to show how each standard from the development agreement will be implemented through pathways, ground covering, irrigation system, trees, and turf grass in the detention basin area.

The developer agrees to contribute toward the parks and open space of the Taylor West Weber Parks District, \$7,500 per lot within the project. This shall be remitted to the park district before recording a subdivision plat.

A review of the development agreement, included as Exhibit C, is ongoing to ensure that the development plan is in alignment and the required private infrastructure is installed before the planning division grants final approval for a certificate of occupancy.

Review Agencies: The subdivision application will be required to comply with all review agency requirements and consideration for final approval requires satisfaction of the conditions of approval stated in this report. The County Surveyors have several remaining review comments in the form of minor plat revisions that will be addressed before the plat may be recorded. The County Engineering Department comments will be addressed before the subdivision plat is recorded and before a pre-construction meeting is held. The Weber Fire District is recommending approval.

Staff Recommendation

Staff recommends final approval of Bitton Estates Subdivision Phase One, consisting of 59 single-family lots. This recommendation is based on all review agency requirements and the following conditions:

1. Hooper Irrigation shall provide a final will-serve letter before the subdivision plat is recorded.
2. Proof of satisfactory contribution towards parks and open space is required before phase 1 is recorded.
3. The landscaping and public infrastructure shall be installed to comply with the landscape plan and the development agreement.
4. The civil drawings shall comply with all Weber County Engineering requirements and the development agreement.
5. The subdivision improvements shall be completed or escrowed before the final subdivision plat is recorded.
6. The easement agreement for the Hooper Irrigation Canal pathway is recorded with the final subdivision plat.
7. A pre-construction meeting with county planning and engineering is complete before excavation begins.

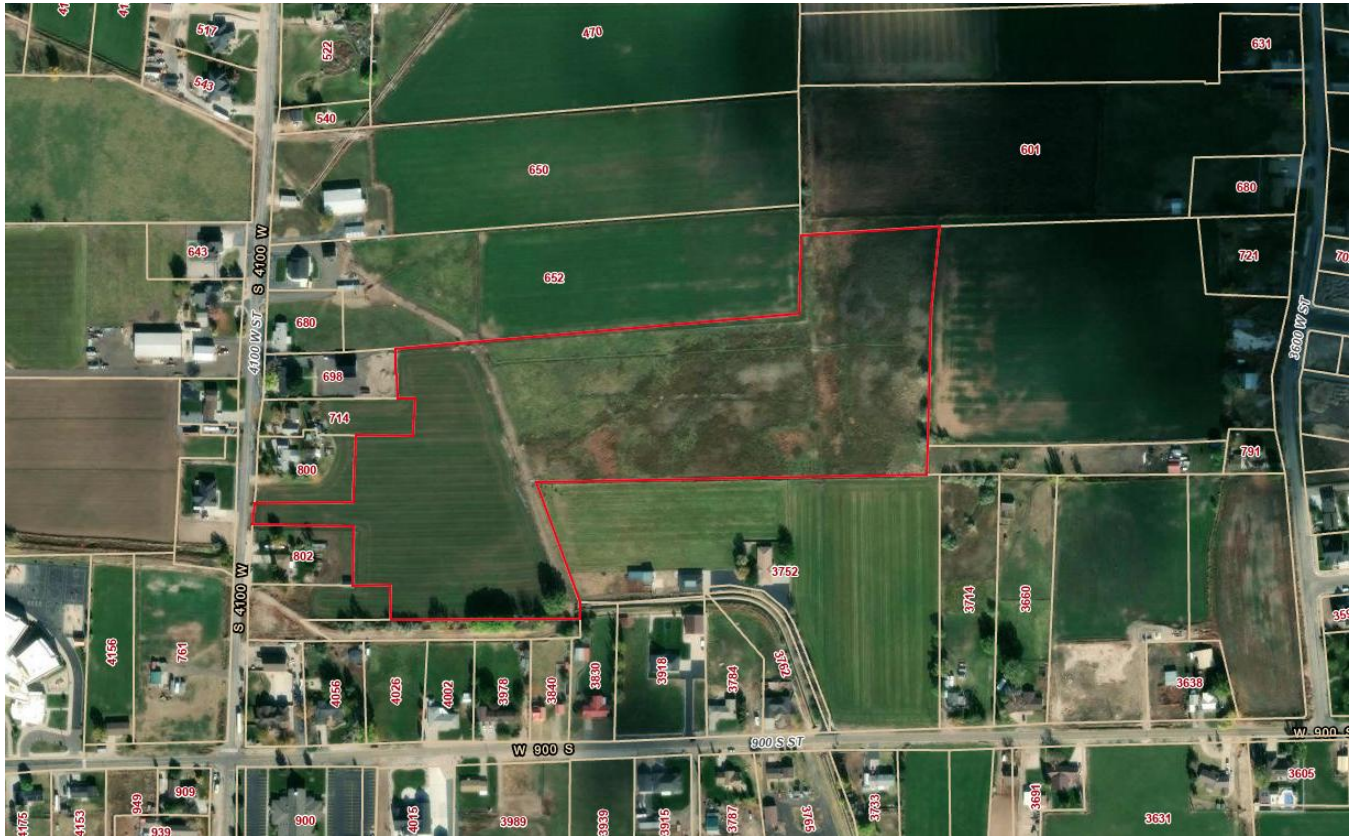
The following findings are the basis for the staff recommendation:

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

Exhibits

- A. Proposed final plan
- B. Improvement drawings, including the landscape plan
- C. Development Agreement (select pages)
- D. Will serve letters

Area Map



BITTON ESTATES PHASE 1

PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
JANUARY, 2026



VICINITY MAP
NOT TO SCALE

LINE TABLE

| # | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S89°51'46"W | 11.74' |
| L2 | N89°51'46"E | 1.17' |
| L3 | N89°51'46"E | 18.83' |
| L4 | S00°47'46"W | 41.12' |
| L5 | S03°42'06"E | 61.35' |
| L6 | S03°42'06"E | 60.00' |
| L7 | S03°42'06"E | 70.00' |
| L8 | N03°42'06"W | 70.00' |
| L9 | N03°42'06"W | 60.00' |
| L10 | N03°42'06"W | 61.35' |
| L11 | S03°42'06"E | 61.35' |
| L12 | S03°42'06"E | 60.00' |
| L13 | S03°42'06"E | 70.00' |
| L14 | N03°42'06"W | 70.00' |
| L15 | N03°42'06"W | 60.00' |
| L16 | N03°42'06"W | 61.35' |
| L17 | N09°18'22"E | 74.76' |
| L18 | N88°53'36"E | 42.20' |
| L19 | N86°17'54"E | 14.06' |
| L20 | N86°17'54"E | 16.44' |

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE BELOW DESCRIBED PROPERTY INTO LOTS AND STREETS AS SHOWN. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

BRASS CAP MONUMENTS WERE FOUND FOR THE SOUTH QUARTER CORNER; SOUTHWEST CORNER; SOUTHEAST CORNER; AND THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 89°15'33" WEST BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 16 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

A SURVEY OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, PREPARED BY WASHINGTON JENKINS, DATED APRIL 1898; A BOUNDARY SURVEY PREPARED BY LANDMARK SURVEYING FOR DEE BITTON, DATED APRIL 17, 1995, AND FILED JUNE 29, 1995 AS SURVEY #1195; A BOUNDARY SURVEY PREPARED BY LANDMARK SURVEYING FOR LEROY HERRICK, DATED OCTOBER 20, 2000, AND FILED JANUARY 21, 2003, AS SURVEY #2975; A BOUNDARY SURVEY PREPARED BY C.L.S., INC., FOR LEASA BUTLER, DATED SEPTEMBER 1, 2005, AND FILED APRIL 5, 2005, AS SURVEY #3599; 4100 WEST STREET CONTROL LINE SURVEY PREPARED BY WEBER COUNTY SURVEY, DATED JUNE 25, 2024, AND FILED JUNE 25, 2024, SURVEY #7844; AND MUSGRAVE BITTON SUBDIVISION PREPARED BY REEVE & ASSOCIATES, INC., FOR T. CARTER MUSGRAVE AND DAN T MUSGRAVE, DATED JANUARY 27, 2015, AND RECORDED JULY 28, 2015, AS ENTRY #2747888.

BOUNDARIES FOR THIS PROPERTY WERE DETERMINED BY DOCUMENTS OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. THE 1898 SURVEY OF SECTION 16, PREPARED BY WASHINGTON JENKINS WAS USED TO RE-ESTABLISH THE LOTS AS INDICATED IN THE DEEDS FOR THE SUBJECT PARCELS AND ADJACENT PARCELS. THAT SURVEY WAS ROTATED AND TRANSLATED TO MATCH HISTORICAL LINES OF OCCUPATION ON THE GROUND. SUBJECT PROPERTY BOUNDARIES WERE THEN FURTHER DETERMINED BY THESE LINES, OLD FENCE LINES AND DEEDS OF RECORD.

BOUNDARY DESCRIPTION

PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 4100 WEST STREET BEING 1229.85 FEET NORTH 89°15'33" WEST ALONG THE SECTION LINE AND 925.77 FEET NORTH 00°44'27" EAST FROM THE SOUTH QUARTER CORNER OF SECTION 16 (SAID SOUTH QUARTER CORNER BEING 2646.21 FEET SOUTH 89°15'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 16); THENCE NORTH 03°40'59" EAST 64.01 FEET ALONG THE CENTERLINE OF 4100 WEST STREET; THENCE SOUTH 89°12'14" EAST 420.79 FEET; THENCE NORTH 01°50'28" WEST 191.59 FEET; THENCE NORTH 00°47'44" EAST 99.89 FEET; THENCE NORTH 01°55'16" WEST 64.38 FEET; THENCE NORTH 52°57'36" WEST 5.04 FEET; THENCE NORTH 01°30'44" EAST 62.39 FEET; THENCE NORTH 86°17'54" EAST 1104.19 FEET; THENCE NORTH 01°27'14" WEST 265.40 FEET; THENCE NORTH 88°17'40" EAST 351.75 FEET; THENCE SOUTH 02°18'57" WEST 695.99 FEET; THENCE SOUTH 89°22'26" WEST 1045.11 FEET; THENCE SOUTH 17°57'14" EAST 339.19 FEET; THENCE SOUTH 00°47'46" WEST 44.09 FEET; THENCE SOUTH 89°51'46" WEST 526.00 FEET; THENCE NORTH 00°00'00" WEST 93.71 FEET; THENCE NORTH 89°12'14" WEST 67.76 FEET; THENCE NORTH 03°30'46" EAST 150.00 FEET; THENCE NORTH 89°12'14" WEST 308.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 867,223 SQUARE FEET OR 19.909 ACRES.

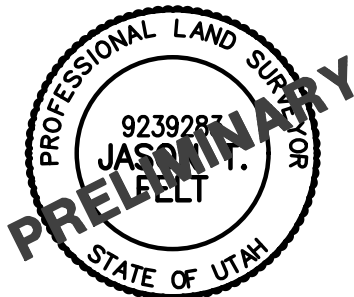
SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **BITTON ESTATES PHASE 1** IN **WEBER COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **BITTON ESTATES PHASE 1**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY AND STORM DRAIN EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY AND HEREBY GRANT A TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED LOTS SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE LOT OWNERS AND ALSO DO HEREBY DEDICATE PARCEL A TO WEBER COUNTY FOR DETENTION BASIN PURPOSES AND DO HEREBY DEDICATE PARCELS B, C, AND D TO WEBER COUNTY FOR TRAILS AND DO HEREBY DEDICATE THE ACCESS EASEMENT SHOWN ON LOTS 109-114 AND 121-126 TO THE INDIVIDUAL LOT OWNERS FOR ACCESS AND DO HEREBY DEDICATE THE SNOW STORAGE EASEMENT FOR SNOW REMOVAL PURPOSES.

SIGNED THIS _____ DAY OF _____, 20____.

LYNC HOLDINGS LLC

NAME/TITLE

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)SS.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

DEVELOPER

LYNC CONSTRUCTION, LLC
C/O PAT BURNS
1946 W 5600 S
ROY, UT 84067
801-710-2234



Project Info.

Surveyor: J. FELT
Designer: N. ANDERSON
Begin Date: 4-14-2025
Name: BITTON ESTATES
PHASE 1
Number: 6298-39
Revision:
Scale:
Checked:

HOOPER IRRIGATION COMPANY

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY HOOPER IRRIGATION COMPANY. SIGNED THIS _____ DAY OF _____, 20____.

HOOPER IRRIGATION COMPANY

Weber County Recorder

Entry No. _____ Fee Paid _____
_____ Filed For Record
And Recorded, _____
At _____ In Book _____
Of The Official Records, Page _____
Recorded For: _____

Weber County Recorder

Deputy.

WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION. SIGNED THIS _____ DAY OF _____, 20____.

CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

WEBER COUNTY ENGINEER

TAYLOR WEST WATER DISTRICT

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY TAYLOR WEST WATER DISTRICT. SIGNED THIS _____ DAY OF _____, 20____.

TAYLOR WEST WATER DISTRICT

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH

SIGNED THIS _____ DAY OF _____, 20____.

WEBER COUNTY SURVEYOR

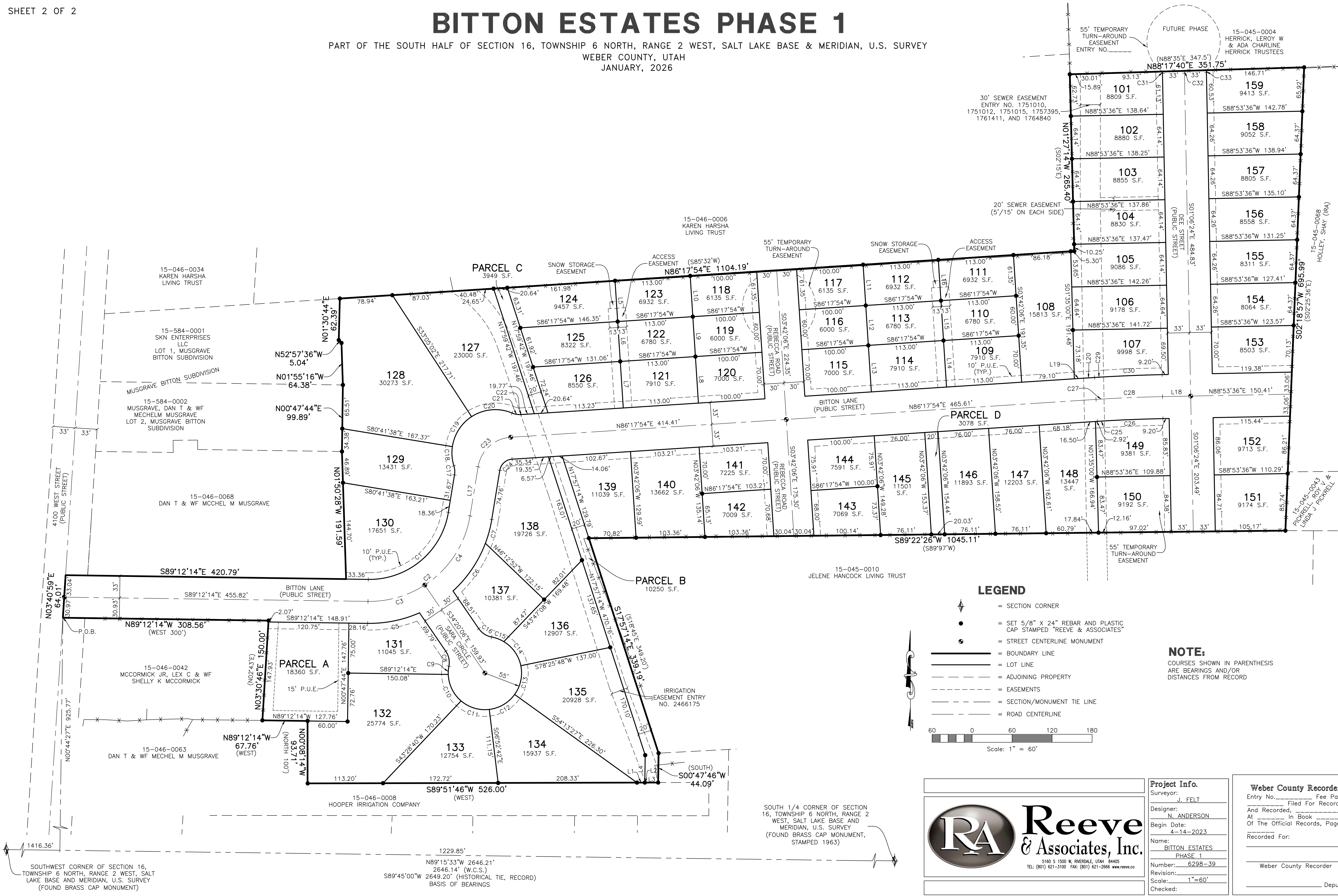
WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT. SIGNED THIS _____ DAY OF _____, 20____.

WEBER COUNTY ATTORNEY

BITTON ESTATES PHASE 1

PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
JANUARY, 2026



Project Info.

Surveyor: J. FELT
Designer: N. ANDERSON
Begin Date: 4-14-2023
Name: BITTON ESTATES
Phase: 1
Number: 6298-39
Revision:
Scale: 1"=60'
Checked:

Weber County Recorder

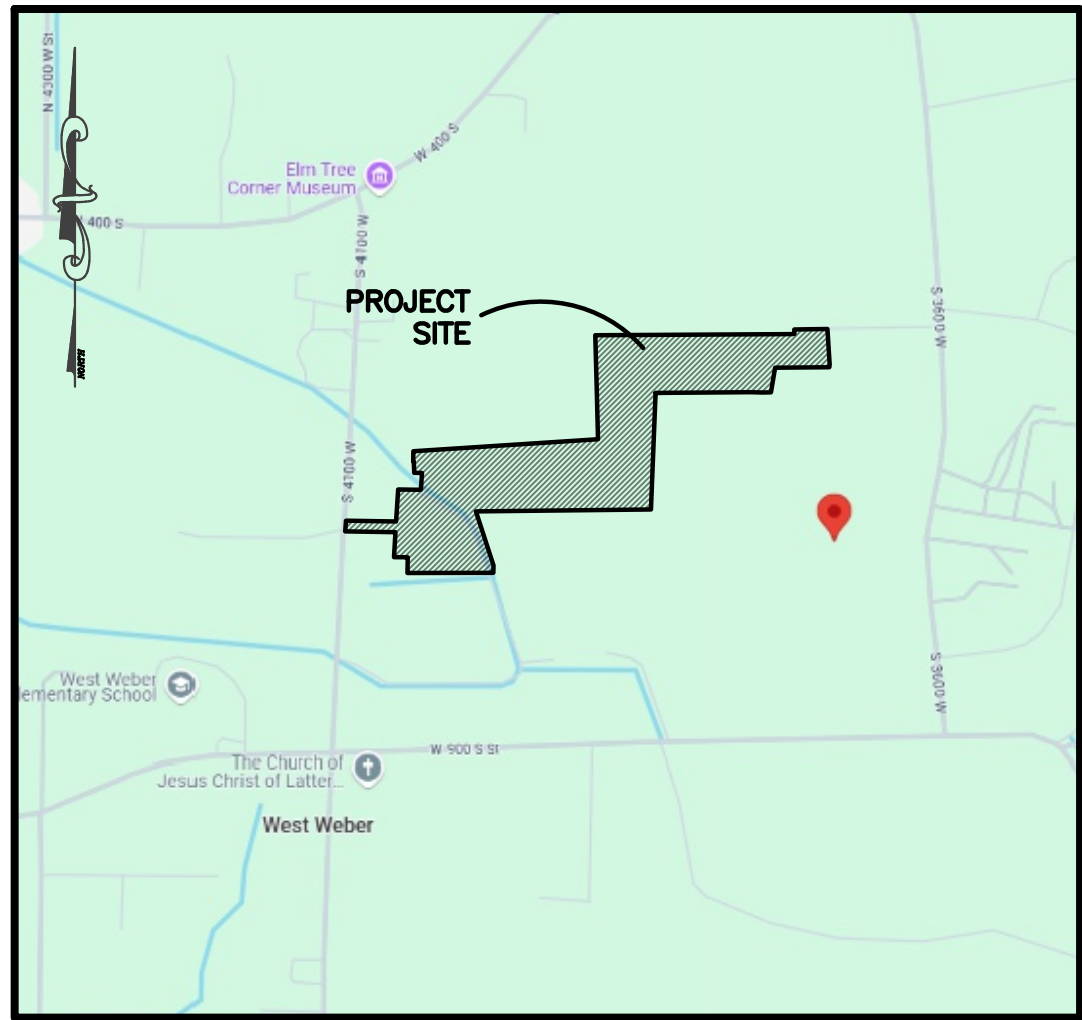
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And Recorded, Filed For Record
At In Book
Of The Official Records, Page
Recorded For:
Weber County Recorder
Deputy.

Project Narrative/Notes/Revisions

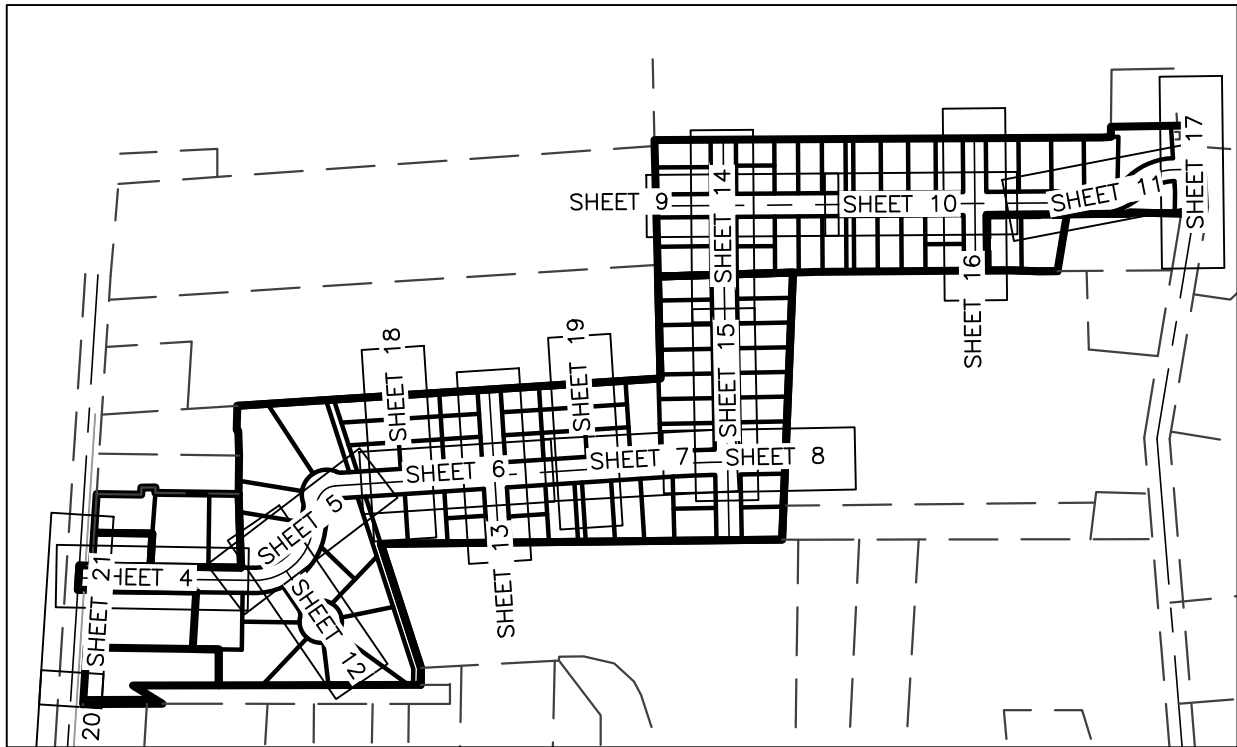
- 05/06/2025 CK - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
- 05/23/2025 CK - UPDATED SEWER DESIGN.
- 09/10/2025 CK - REVISED PEDESTRIAN CROSSINGS.
- 10/21/2025 CK - UPDATED PER REVIEW COMMENTS.
- 12/02/2025 CK - UPDATED SW & IRRIGATION PER REVIEW COMMENTS.
- 12/04/2025 CK - UPDATED LOT 404 SERVICE LATERAL.
- 01/12/2026 KH - ADDITIONAL COUNTY AND UTILITY COMMENTS.

Bitton Estates Subdivision Improvement Plans

WEBER COUNTY, UTAH
APRIL 2025



VICINITY MAP
(NOT TO SCALE)



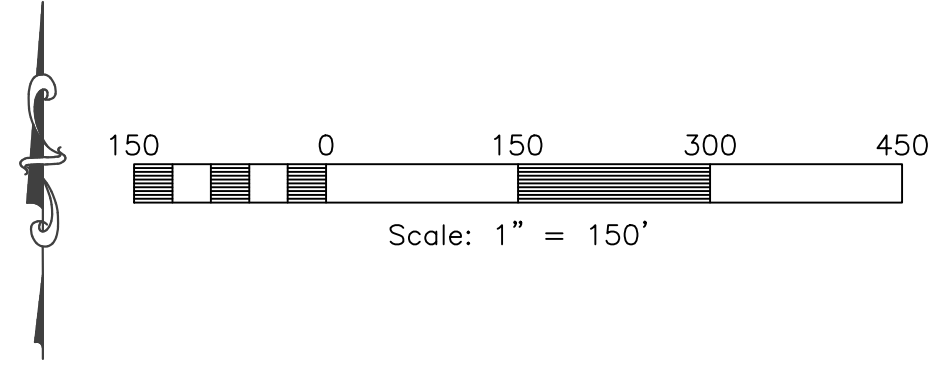
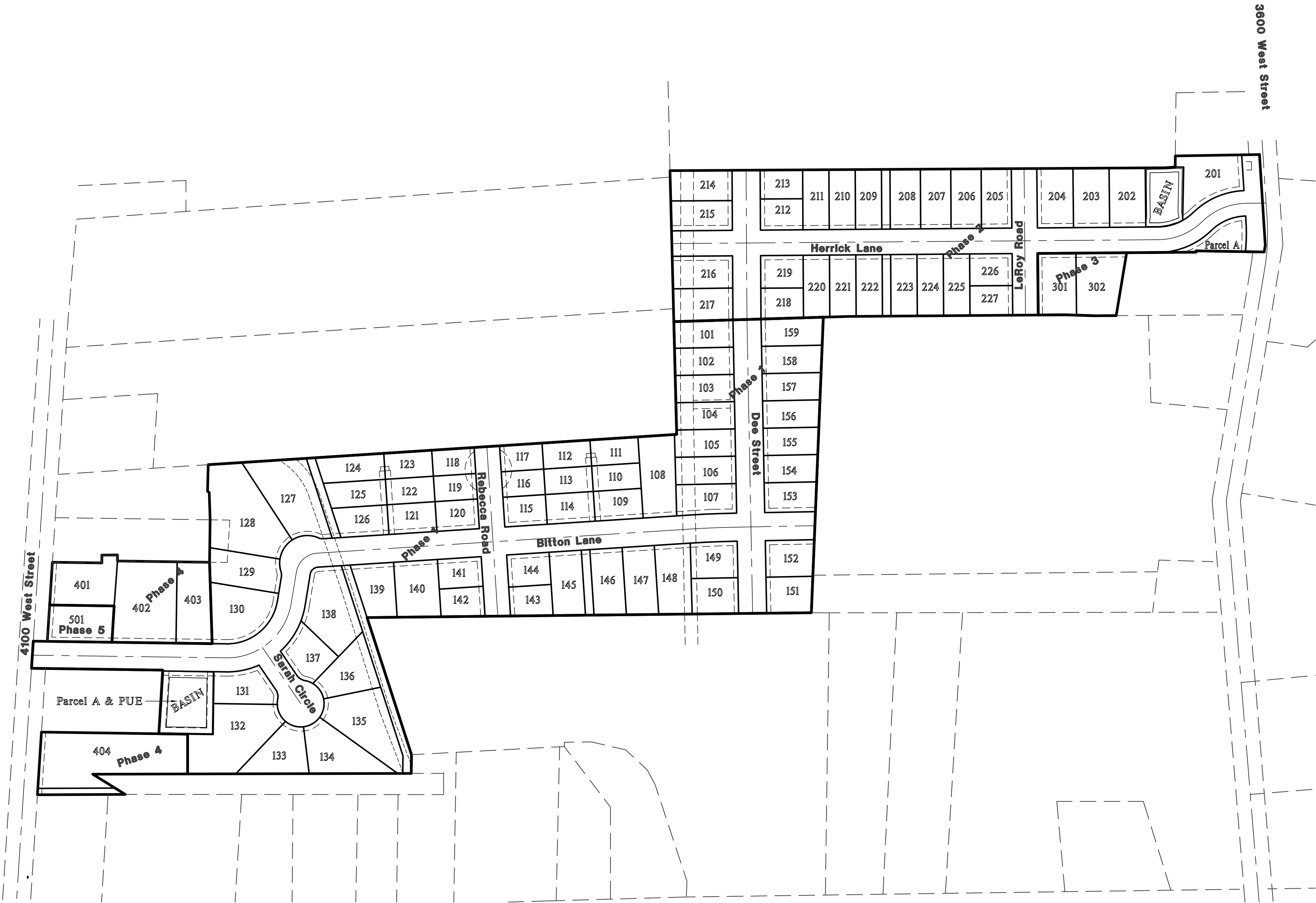
Sheet Index Key Map
NOT TO SCALE

Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Notes/Legend/Details
- Sheet 3 - Existing Site & Demolition Plan
- Sheet 4 - Bitton Lane 0+00.00 - 4+50.00
- Sheet 5 - Bitton Lane 4+50.00 - 9+30.00
- Sheet 6 - Bitton Lane 9+30.00 - 14+10.00
- Sheet 7 - Bitton Lane 14+10.00 - 18+00.00
- Sheet 8 - Bitton Lane 18+00.00 - 20+26.00
- Sheet 9 - Herrick Lane 0+00.00 - 4+50.00
- Sheet 10 - Herrick Lane 4+50.00 - 9+30.00
- Sheet 11 - Herrick Lane 9+30.00 - 14+10.00
- Sheet 12 - Sarah Circle 0+00.00 - 2+65.00
- Sheet 13 - Rebecca Road 0+00.00 - 4+00.00
- Sheet 14 - Dee Street 0+00.00 - 4+50.00
- Sheet 15 - Dee Street 4+50.00 - 10+50.00
- Sheet 16 - Leroy Road 0+00.00 - 3+45.00
- Sheet 17 - 3600 West Street 0+00.00 - 5+00.00
- Sheet 18 - Private Drive (West) 0+00.00 - 2+50.00
- Sheet 19 - Private Drive (East) 0+00.00 - 2+50.00
- Sheet 20 - 4100 West Street - 1+00.00 - 5+00.00
- Sheet 21 - 4100 West Street - 5+00.00 - 10+25.00
- Sheet 22 - Irrigation Profile
- Sheet 23 - Grading & Drainage Plan
- Sheet 24 - Grading & Drainage Plan (Continued)
- Sheet 25 - Utility Plan
- Sheet 26 - Utility Plan (Continued)
- Sheet 27 - Basin Details
- Sheet 28 - Basin Details
- Sheet 29 - Street Cross Sections
- Sheet 30 - Details
- Sheet 31 - Storm Water Pollution Prevention Plan Exhibit
- Sheet 32 - Storm Water Pollution Prevention Plan Details
- Sheet 33 - Street Tree Plan
- Sheet 34 - Detention Basins Landscape Plan

Engineer's Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.



Surveyor:

Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Geotechnical Report:

Dated: January 16, 2025
Christensen Geotechnical
8143 South 2475 East
South Weber, Utah
PH: (801) 804-6413

Project Contact:

Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

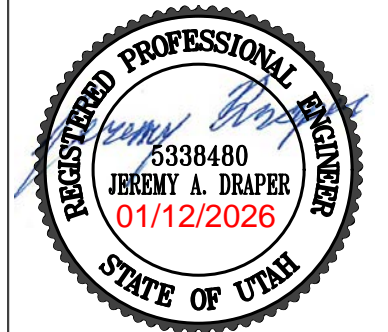


| DATE | DESCRIPTION |
|----------|--------------------|
| 05-23-25 | CK Sewer Design |
| 05-28-25 | CK Ped Crossings |
| 09-10-25 | CK Ped Crossings |
| 10-21-25 | CK Review Comments |
| 12-02-25 | CK Review Comments |
| 12-04-25 | CK Service Lateral |

Bitton Estates
Improvement Plans

WEBER COUNTY, UTAH

Cover/Index Sheet



Project Info.

Designer:
KENNETH H. HUNTER, P.E.
Drafter:
C. KINGSLEY
Begin Date:
APRIL 2025
Name:
BITTON ESTATES
SUBDIVISION
Number: 6298-39

| REVISIONS | DATE | DESCRIPTION |
|-----------|------|-----------------|
| 05-23-25 | CK | Sewer Design |
| 05-28-25 | CK | Ped Crossings |
| 09-10-25 | CK | Ped Crossings |
| 10-21-25 | CK | Review Comments |
| 12-02-25 | CK | Review Comments |
| 12-04-25 | CK | Service Lateral |

**Bitton Estates
Improvement Plans**

WEBER COUNTY, UTAH

Grading & Drainage Plan

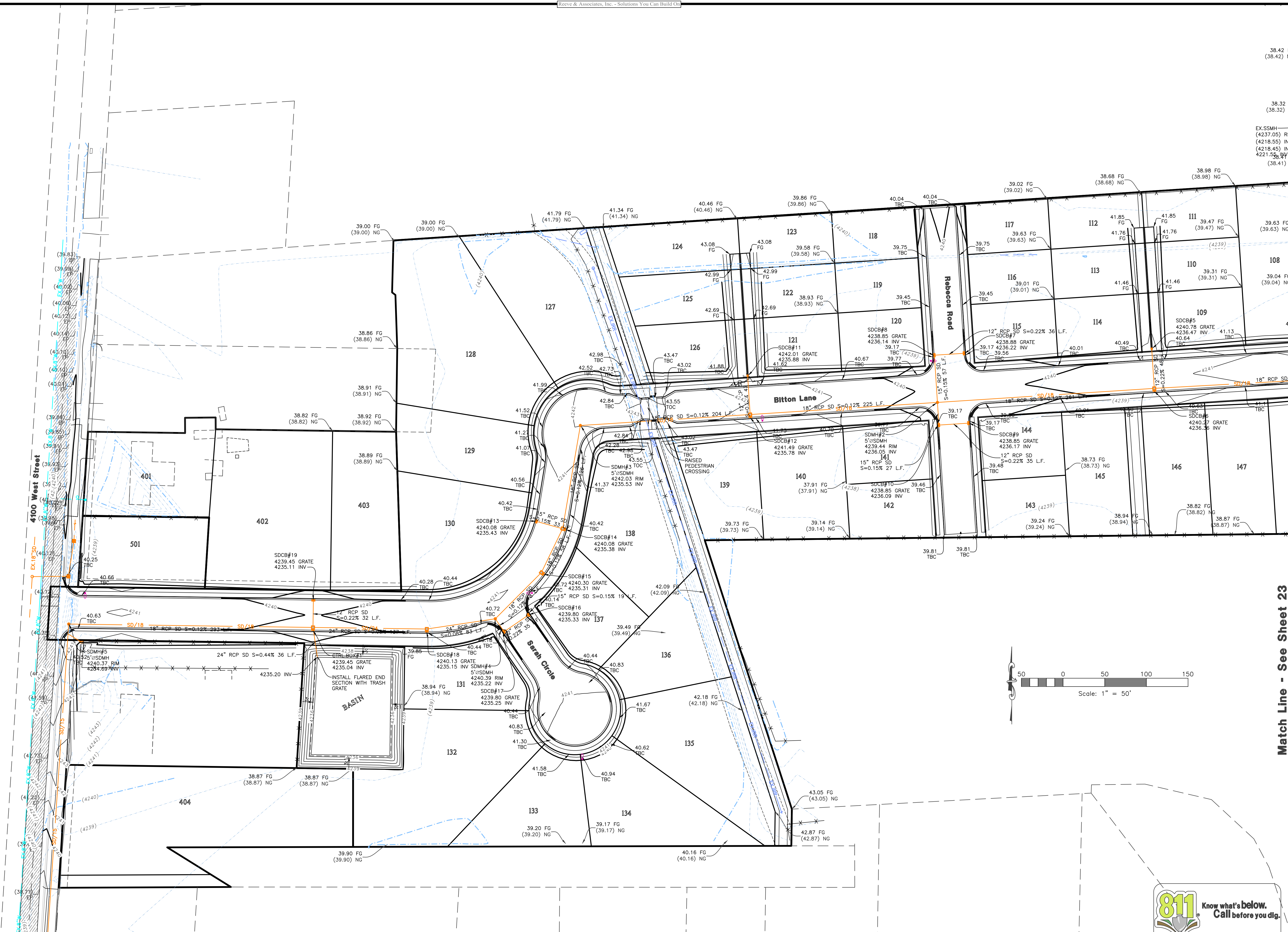
Match Line - See Sheet 23

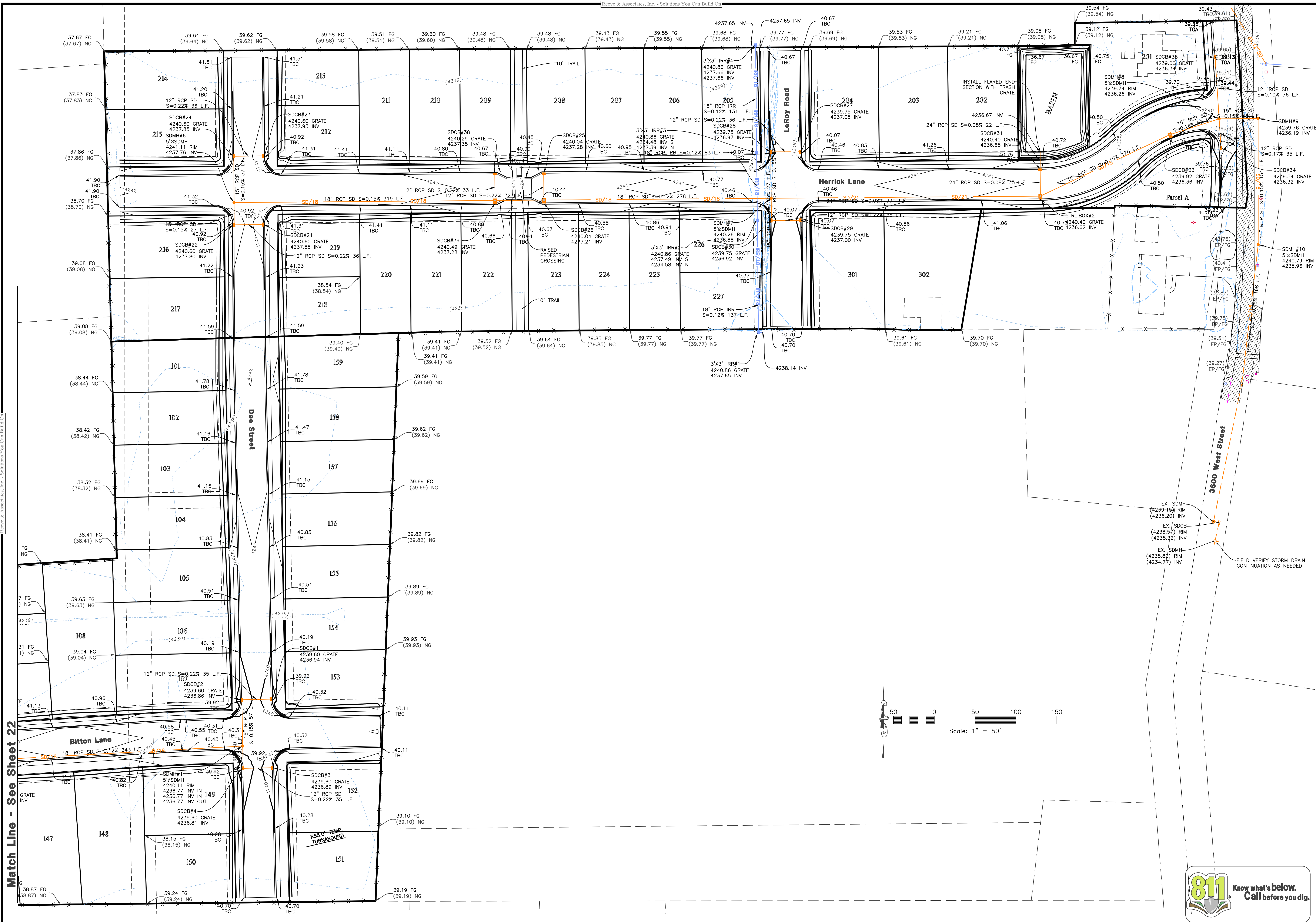


Project Info.
 Designer: KENNETH H. HUNTER, P.E.
 Drafter: C. KINGSLEY
 Begin Date: APRIL 2025
 Name: BITTON ESTATES SUBDIVISION
 Number: 6298-39

23

34 Total Sheets





Match Line - See Sheet 22

Reeve & Associates, Inc. - Solutions You Can Build On

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Reeve & Associates, Inc.

PA

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeveco.com

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

| DATE | DESCRIPTION |
|----------|--------------------|
| 05-23-25 | CK Sewer Design |
| 05-28-25 | CK Ped Crossings |
| 09-10-25 | CK Ped Crossings |
| 10-21-25 | CK Review Comments |
| 12-02-25 | CK Review Comments |
| 12-04-25 | CK Service Lateral |

Bitton Estates
Improvement Plans

WEBER COUNTY, UTAH

Grading & Drainage Plan

REGISTERED PROFESSIONAL ENGINEER

5338480

JEREMY A. DRAPER

01/12/2026

STATE OF UTAH

Project Info.

Designer: KENNETH H. HUNTER, P.E.

Drafter: C. KINGSLEY

Begin Date: APRIL 2025

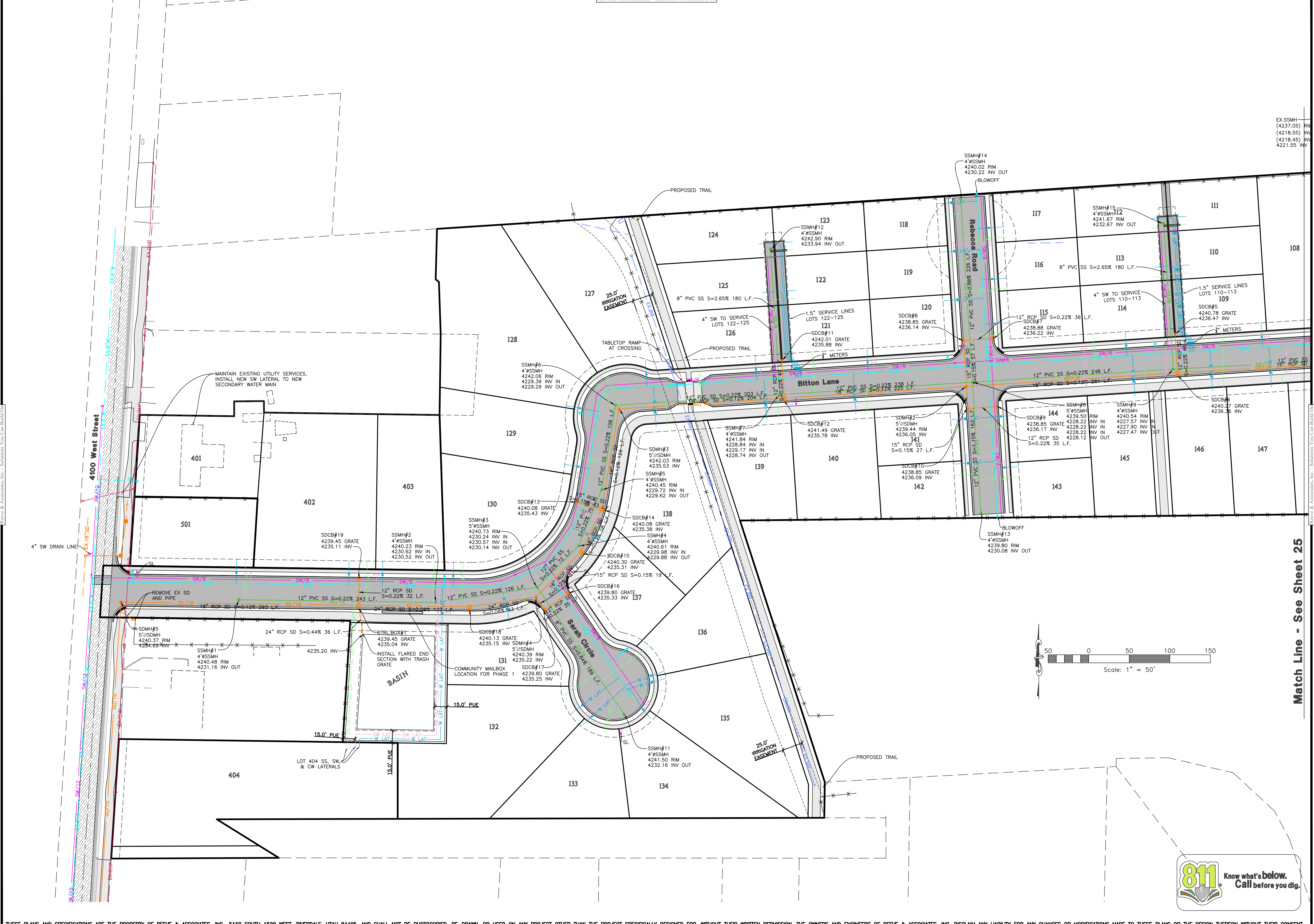
Name: BITTON ESTATES SUBDIVISION

Number: 6298-39

24

34 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



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Reeve & Associates, Inc.

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TEL: (801) 621-3100 www.reeve.co

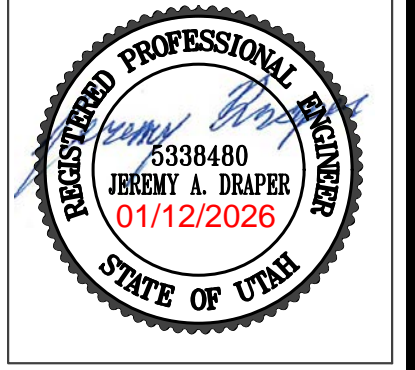
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| REVISIONS | DATE | DESCRIPTION |
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| 12-02-25 | CK | Review Comments |
| 12-04-25 | CK | Service Lateral |

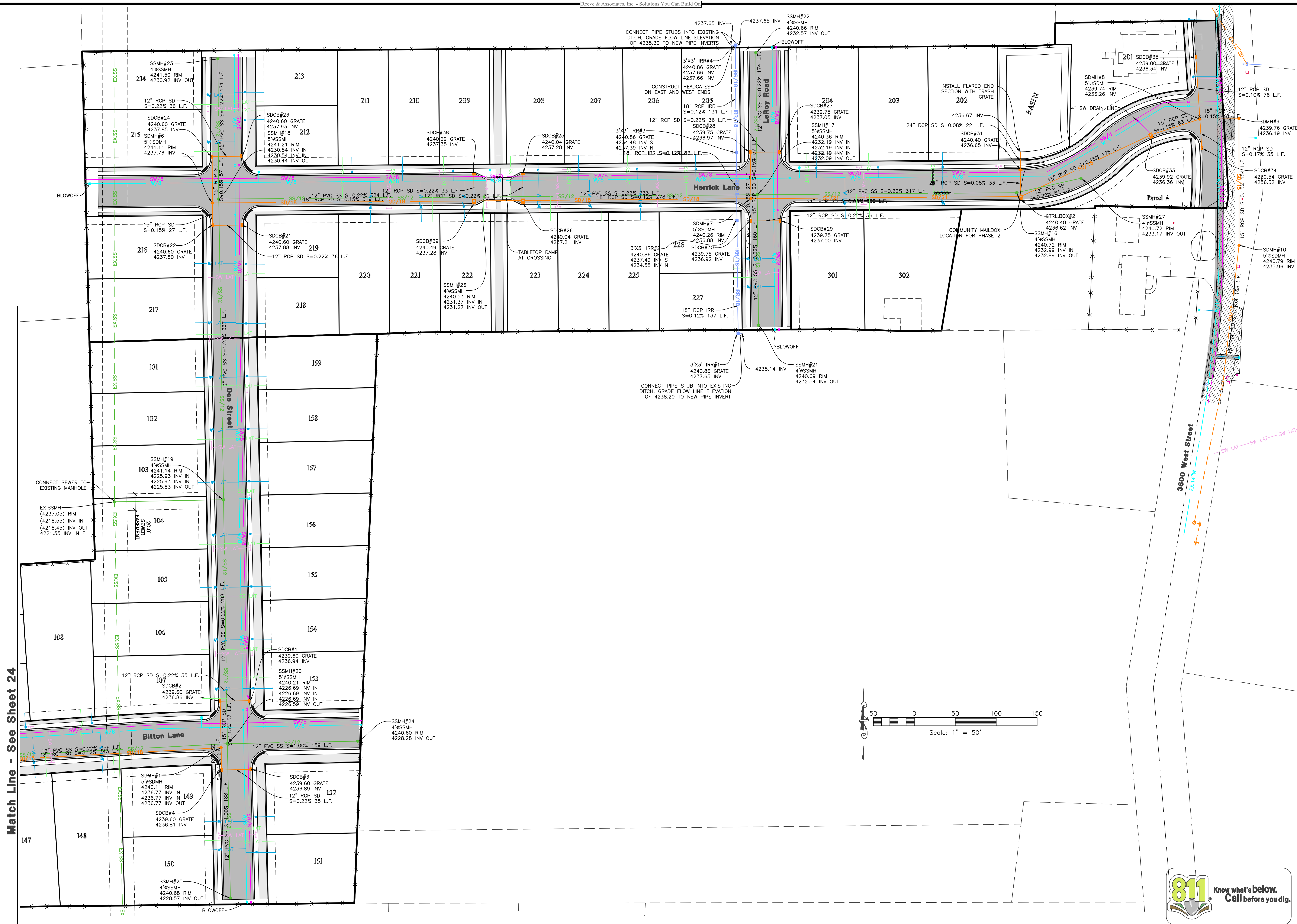
Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

Utility Plan



| |
|--|
| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: C. KINGSLEY |
| Begin Date: APRIL 2025 |
| Name: BITTON ESTATES SUBDIVISION |
| Number: 6298-39 |

Match Line - See Sheet 24



Reeve & Associates, Inc.
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 TRAFFIC ENGINEERS • ENVIRONMENTAL ENGINEERS • LANDSCAPE ARCHITECTS

| DATE | DESCRIPTION |
|----------|--------------------|
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| 10-21-25 | CK Review Comments |
| 12-02-25 | CK Review Comments |
| 12-04-25 | CK Service Letter |

Bitton Estates Improvement Plans
 WEBER COUNTY, UTAH

Utility Plan

REGISTERED PROFESSIONAL ENGINEER
 5338480
 JEREMY A. DRAPER
 01/12/2026
 STATE OF UTAH

| |
|-----------------------------------|
| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: C. KINGSLEY |
| Begin Date: APRIL 2025 |
| Name: BITTON ESTATES SUBDIVISION |
| Number: 6298-39 |

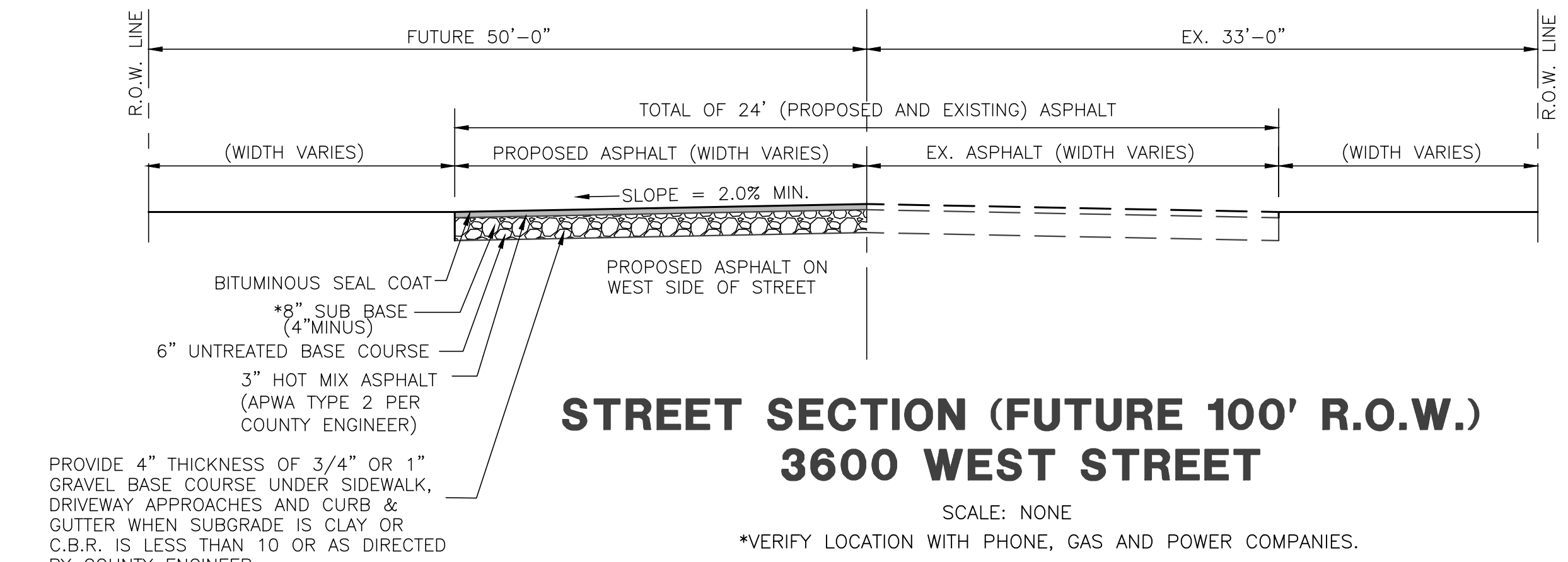
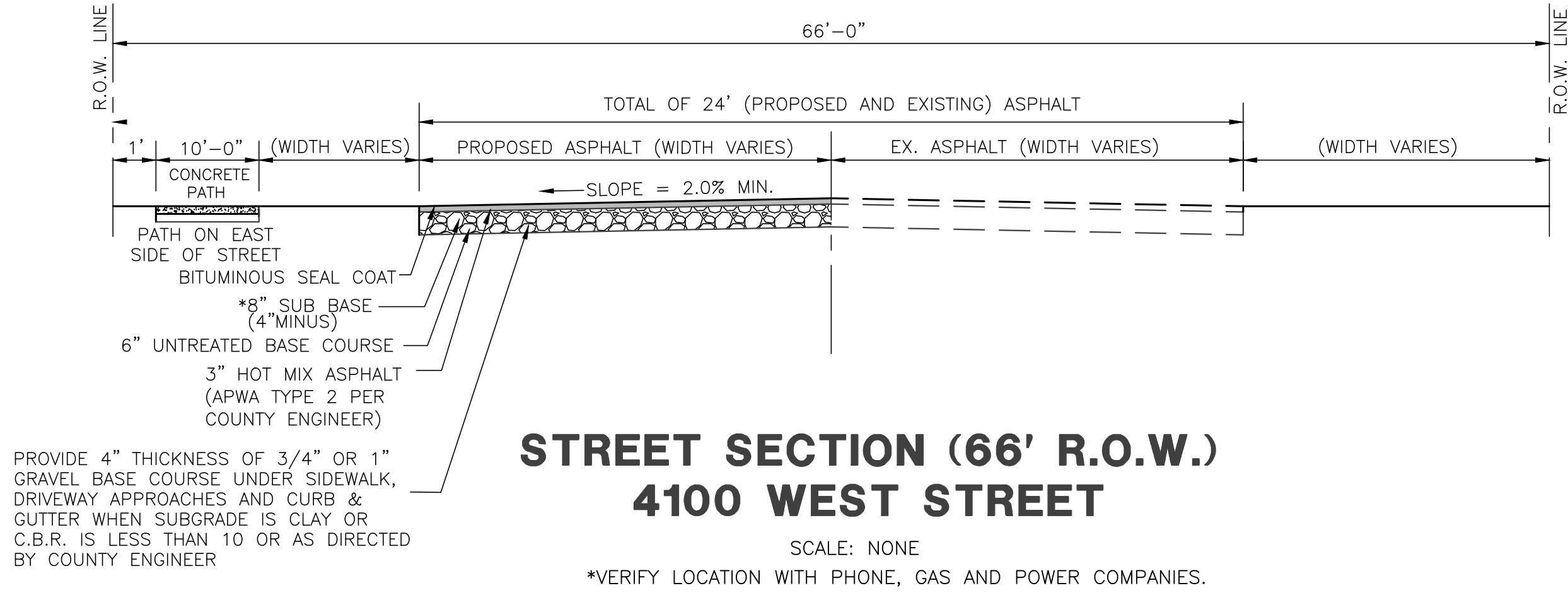
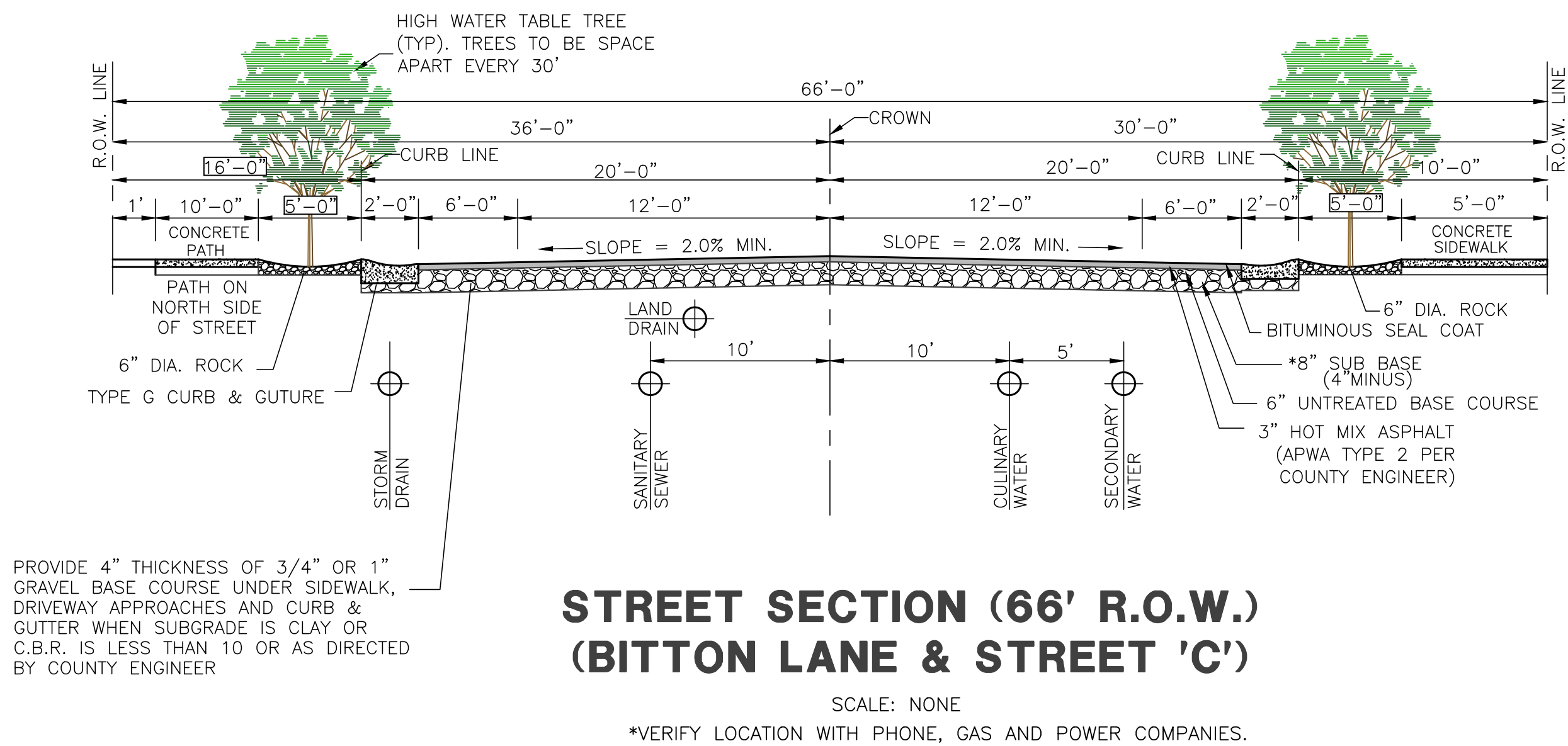
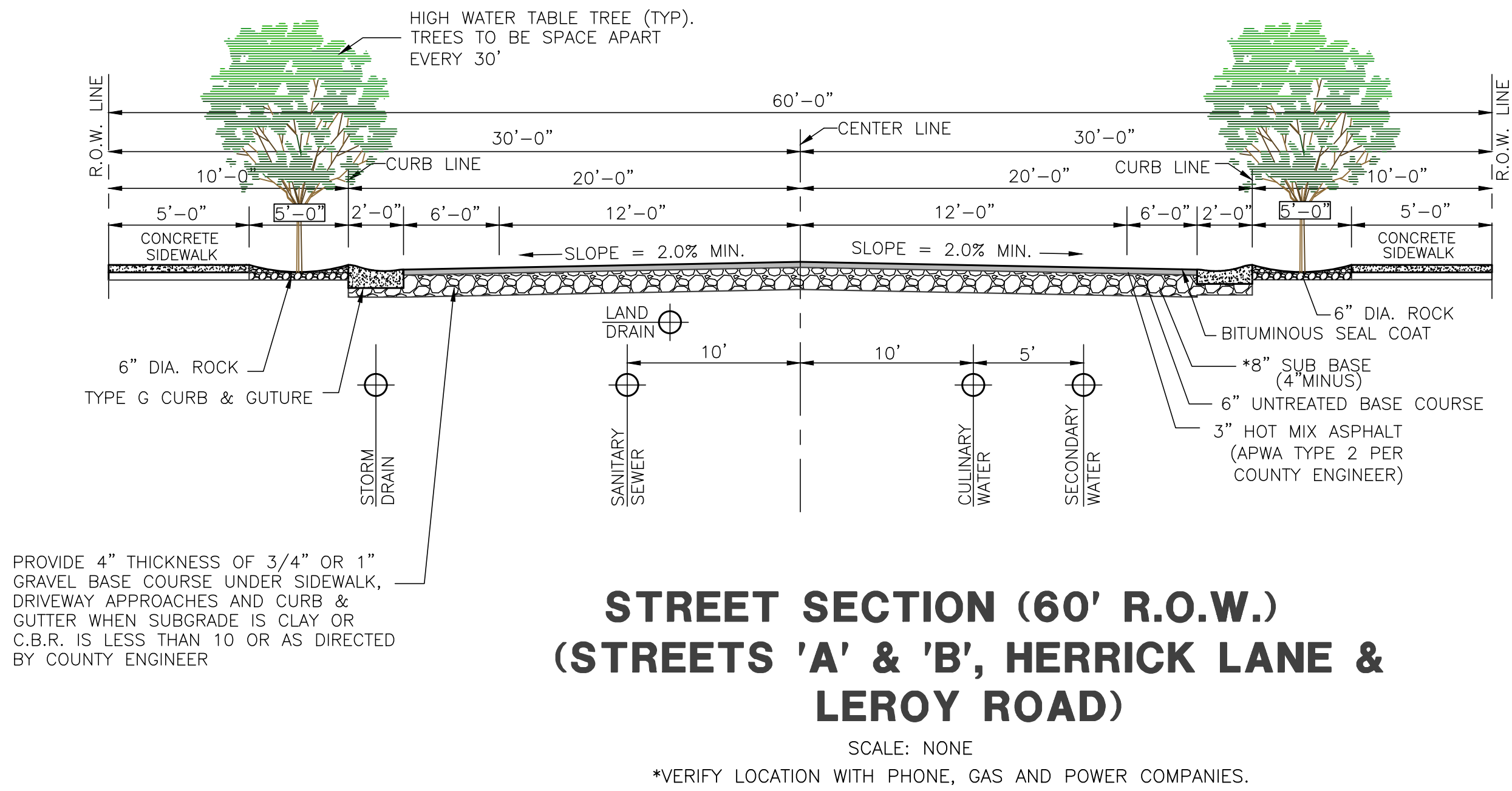
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| 12-04-25 | CK | Service Lateral |

Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

Street Cross Sections



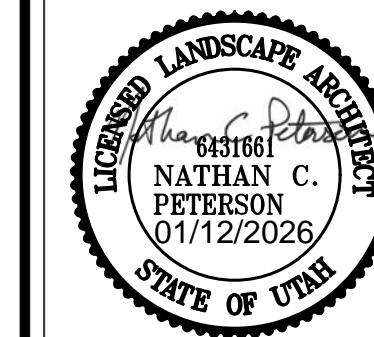
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| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: C. KINGSLEY |
| Begin Date: APRIL 2025 |
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| REVISIONS | DESCRIPTION |
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| DATE | |
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Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

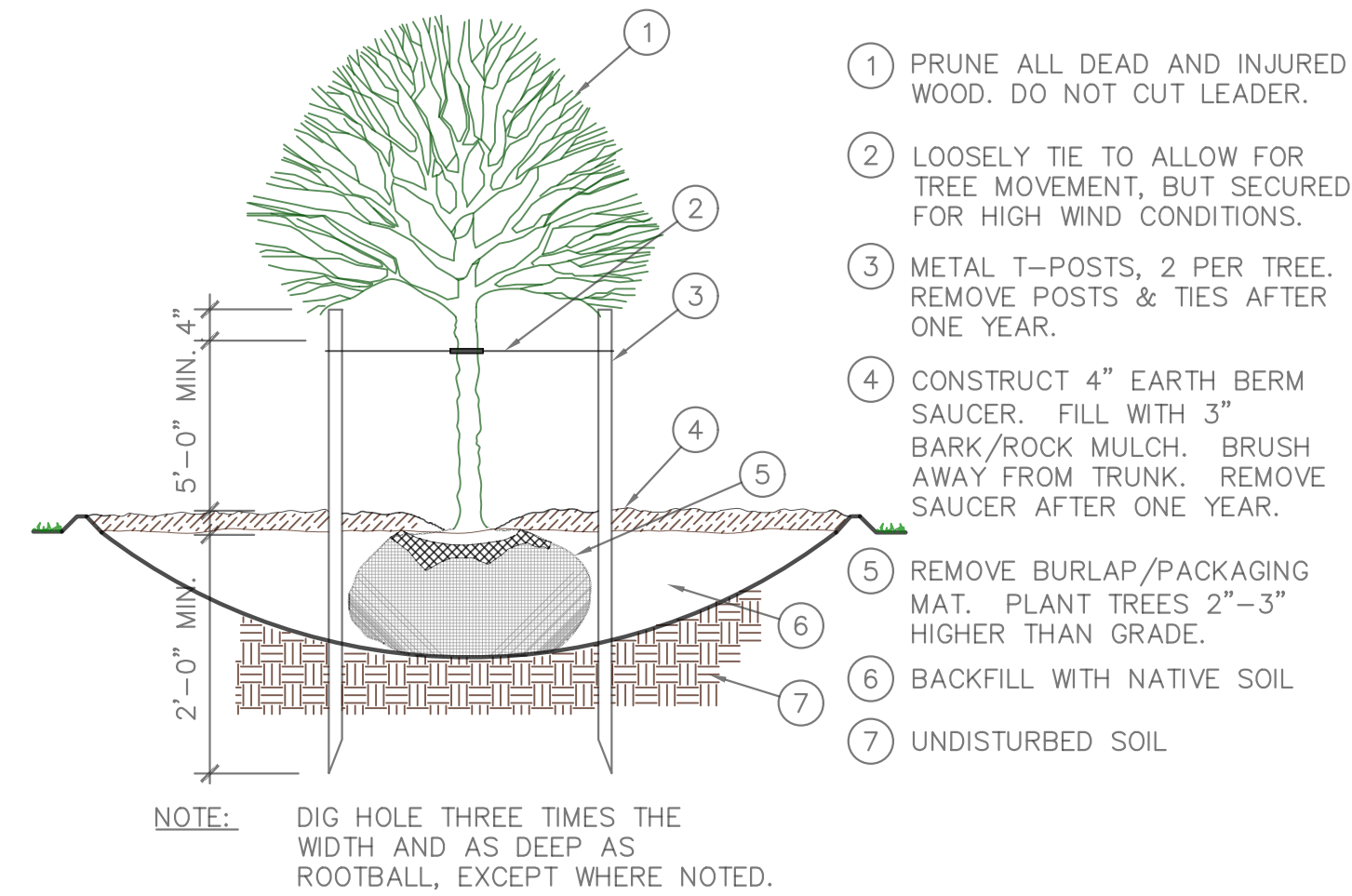
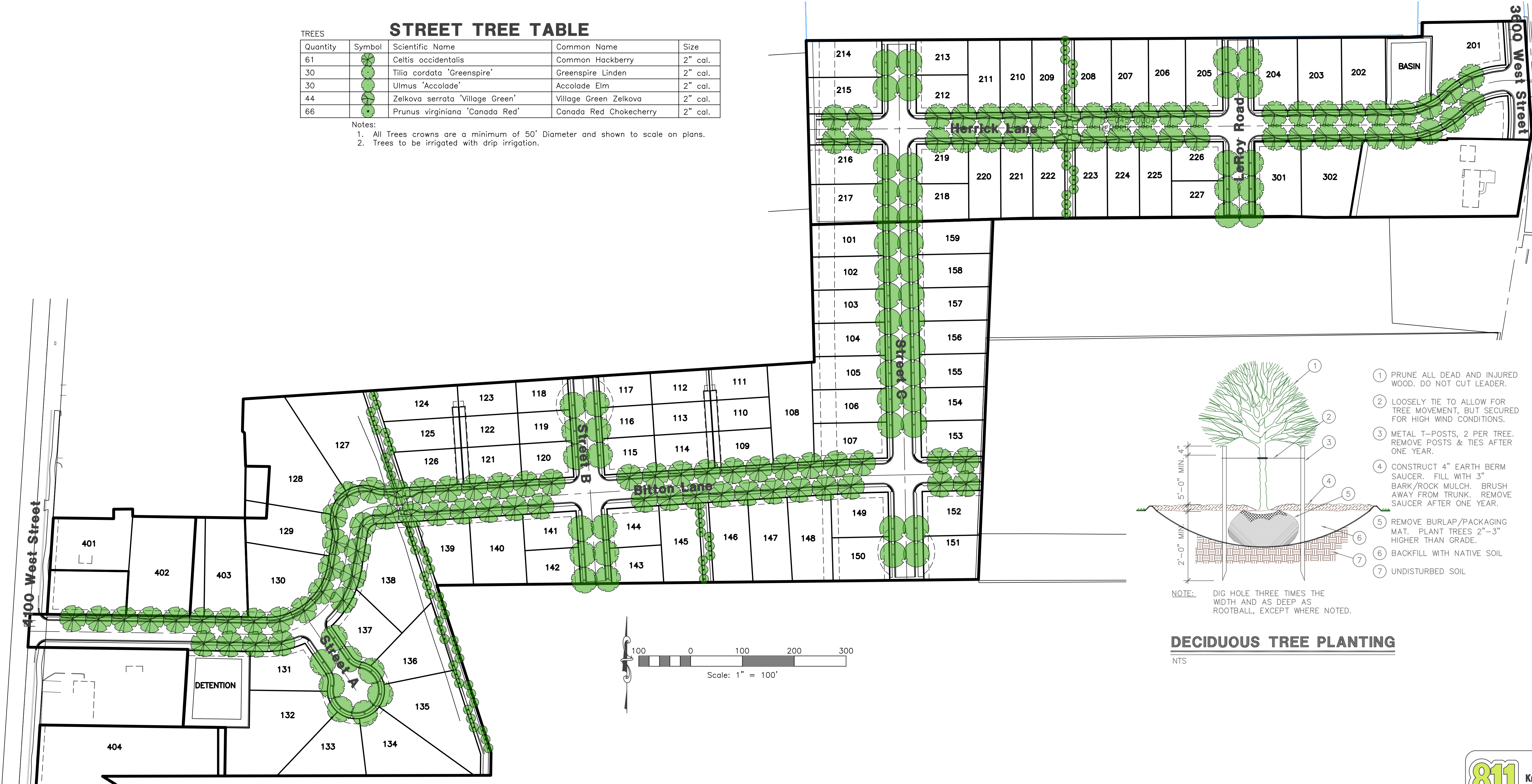
Street Tree Plan



| |
|--|
| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: N. PETERSON |
| Begin Date: APRIL 2025 |
| Name: BITTON ESTATES SUBDIVISION |
| Number: 6298-39 |

| STREET TREE TABLE | | | | |
|-------------------|--------|---------------------------------|------------------------|---------|
| Quantity | Symbol | Scientific Name | Common Name | Size |
| 61 | | Celtis occidentalis | Common Hackberry | 2" cal. |
| 30 | | Tilia cordata 'Greenspire' | Greenspire Linden | 2" cal. |
| 30 | | Ulmus 'Accolade' | Accolade Elm | 2" cal. |
| 44 | | Zelkova serrata 'Village Green' | Village Green Zelkova | 2" cal. |
| 66 | | Prunus virginiana 'Canada Red' | Canada Red Chokecherry | 2" cal. |

- Notes:
1. All Trees crowns are a minimum of 50' Diameter and shown to scale on plans.
 2. Trees to be irrigated with drip irrigation.



DECIDUOUS TREE PLANTING

NTS



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

8. Development Standards.

- 8.1. Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the following amount of dwelling units in the Project.
- 8.1.1.** 93 total single-family dwelling units.
- 8.1.2. Reserved**
- 8.2. Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:
- 8.2.1. Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.
- 8.2.2. Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;
- 8.2.3. Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.
- 8.2.4. Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.
- 8.3. Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in Exhibit C – Concept Plan satisfactorily complies with that code section.
- 8.4. Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in Exhibit C – Concept Plan, as public thoroughfares at no cost to the County.
- 8.4.1. Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.

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

8.4.2.1. The 3600 West Street is a 100' ROW.

8.4.2.2. The 4100 West Street is a 66' ROW.

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

8.5.1. Project-Specific Street Improvements. All street improvement shall at minimum meet applicable Weber County specifications and street construction requirements. Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

8.5.1.1. 4100 West Street. Developer shall make the necessary street improvements to 4100 West which may include, but is not limited to, the installation of additional asphalt, grading, and compacted road base as directed by the County Engineer and as determined appropriate in the sole discretion of the County Engineer and in compliance with Exhibit E. Developer shall construct said street improvements on areas of the subdivision boundary fronting 4100 West and extending to the south to 900 South Street.

8.5.1.2. 3600 West Street. Developer shall make the necessary street improvements to 3600 West which may include, but is not limited to, the installation of additional asphalt, grading, and compacted road base as directed by the County Engineer and as determined appropriate in the sole discretion of the County Engineer and in compliance with Exhibit E. Developer shall construct said street improvements on areas fronting the subdivision boundary and continuing to the intersection of 3600 West and 725 South.

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

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

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

8.5.4.1. Tree Canopy. Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

8.5.4.2. Tree Selection. At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified

by a an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

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

8.5.4.4. Certificate of Occupancy. No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the park strip to which the lot is abutting.

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

8.5.5.1. Master Developer Controlled:

8.5.5.1.1. Planting. Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

8.5.5.1.2. Tree Watering. Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:

8.5.5.1.2.1. can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and

8.5.5.1.2.2. volunteers to be responsible for tree care, pursuant to **Section 8.5.5.1.3**, for an additional two years after the end of the warranty period.

8.5.5.1.3. Tree Care. Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

8.5.5.2. County Controlled:

8.5.5.2.1. At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time

to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

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

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

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

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

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

8.5.6.2. 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.

8.5.6.3. 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.

8.5.7. Offsite or Project-Specific Street Improvements. Master Developer agrees to construct, or cause to be constructed, the following.

8.5.7.1. Street asphalt improvements to 4100 West Street, typical of a 66-foot public ROW with a ten-foot pathway on the east side of the street, are made from the north property line of 698 South to 900 South Street to connect with the 900 South Street and street adjacent pathway.

- 8.5.7.2. The street labeled (B) shall follow the major residential cross section in Exhibit E with the ten foot pathway on the south side of the street.

8.5.8. Secondary Egress.

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

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

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

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

- 8.6.2.1. **Lawns.** No more than 20 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.
- 8.6.2.2. **Mulched Areas.** Mulched areas shall be mulched to a depth of at least four inches. Mulch may include organic materials such as wood chips, bark, and compost. It may also include inorganic materials such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.
- 8.6.2.3. **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.

8.7. Utilities.

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

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

- 8.7.2.1. **Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property

into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

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

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

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

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

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

8.8.1. Parks Financial Donation. Master Developer agrees to donate \$7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County,

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

- 8.9. 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. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (Exhibit C – Concept Plan) and as otherwise specified as follows.

- 8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (**

8.9.2. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, **Exhibit E – Street Cross Sections**). Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section** Error! Reference source not found. of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term “Park” being supplanted with the term “pathway” or “trailhead” as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

8.9.3. Pathway Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.

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

8.9.3.2. Pathway Trees. Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.4**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer’s responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

8.9.3.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner’s association. Refer to

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

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

8.9.3.7. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.3.6** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.10. Environmental and Air Quality Standards. The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.

8.10.1. Energy Efficiency. All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.

8.10.2. Reserved

8.11. Outdoor Lighting. Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.

9. Amendments, Modifications, and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

- 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
- 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 9.2.3. Planning Commission Review of Modification Applications.**
- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
- 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.
- 9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.
- 9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 9.4.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Division Director.
- 9.4.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 9.4.3. De Minimis Changes.** Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.



W3361705

ANNEXATION

E# 3361705 PG 1 OF 9

B RAHIMZADEGAN, WEBER CTY. RECORDER
19-MAR-25 134 PM FEE \$00 LC
REC FOR: CENTRAL WEBER SEWERANNEXATION TO: CENTRAL WEBER SEWERORDINANCE NO. 2025-01RECORDED FOR: CENTRAL WEBER SEWER

RECORDING FEE: NONE

SEC. 16 TOWNSHIP 6N RANGE 2WBOOK 99 PAGE 19

15-045-0025, 15-045-0004, 15-046-0066



**2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
1/6/2026**

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This document is a **Conditional Final Will Serve** letter from the Taylor West Weber Water District for the **Bitton Estates Subdivision**.

It outlines the specific requirements that must be met before the subdivision can be recorded and construction can begin. Below is a summary of the key details and obligations mentioned:

Project Overview

- **Subdivision Name:** Bitton Estates
- **Location:** Approx. 3600 W. 300 N., West Weber, UT
- **Total Scope:** 93 Lots across 5 Phases
- **Service Type:** Culinary water only (No outdoor/irrigation water provided by this District).

Financial Requirements

The District has established several fees, some already paid and others due at specific milestones:

| Fee Type | Amount / Status |
|------------------------------|--|
| Plan Review Fee | \$18,600 (Paid) |
| Total Water Right Impact Fee | \$713,622.00 (Breakdown below) |
| Individual Impact Fee | \$6,856.00 per lot (Includes meter; paid at building permit) |

Water Right Impact Fee Breakdown by Phase:

- **Phase 1 (59 lots):** \$462,678.00
- **Phase 2 (27 lots):** \$203,892.00 (Includes 1 existing connection)
- **Phase 3 (2 lots):** \$15,684.00
- **Phase 4 (4 lots):** \$23,526.00 (Includes 1 existing connection)
- **Phase 5 (1 lot):** \$7,842.00


Critical Conditions for Approval

To proceed to recording and building, the developer must satisfy these conditions:

1. **Secondary Water:** The subdivision **must** have a functional pressurized secondary water system for outdoor use. Verification of payment and water transfer to **Hooper Irrigation** is required.
2. **Executed Development Agreement:** The signed agreement must be fully executed before building lot approval.
3. **Plat Requirements:** A signature block for Taylor West Weber Water must be included on the plat sets for every phase.
4. **Inspections:** The District must be notified before any water line installation begins. All construction must pass inspections and follow District standards.
5. **Final Authorization:** **Final subdivision approval and recording** cannot occur until a representative from Taylor West Weber Water has signed the final Mylar.

Important Note

The District reserves the right to revise these requirements based on advice from their engineer or attorney. Additionally, impact fees are subject to change until the time building permits are requested.

Sincerely, 
Ryan Rogers-Manager
Taylor West Weber Water District



August 26, 2025

Weber County Planning Commission
2380 Washington Blvd #240
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – West Weber Unnamed Subdivision

There is a proposed subdivision located in West Weber relating to two separate but adjacent parcels: located at approximately 800 S 4100 W and 601 S 3600 W and consists of 93 building lots. The subdivision is in the boundaries of the Hooper Irrigation Company service area and Hooper Irrigation is willing and able to provide secondary pressurized water for the subdivision.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. There are sufficient shares affiliated with the property to connect to the secondary pressurized system for the proposed building lots, and the shares are in good standing.

Any private ditches, drains, or tailwater ditches, within the boundaries of the subdivision will need to be piped with a minimum of 18-inch RCP, according to Hooper Irrigation standards and specs, to ensure a continuation of water flow for irrigation users. Ditches should not be planned to be located underneath building structures. This project only is in consideration and guaranteed service, and the plan review is good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned into Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office. If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston
Office Manager
Board Secretary



Staff Report to the Weber County Planning Division

Weber County Planning Division

Synopsis

Application Information

| | |
|-----------------------------|---|
| Application Request: | Consideration and action on a request for final subdivision approval of the Bitton Estates Subdivision Phase 2. A 27 lot single-family development accessing from 3600 West Street. |
| Type of Decision: | Administrative |
| Agenda Date: | Thursday, January 29, 2026 |
| Applicant: | Pat Burns |
| File Number: | LVB121025 |

Property Information

| | |
|----------------------------------|--|
| Approximate Address: | 601 S 3600 W |
| Project Area: | 9.4 acres |
| Zoning: | R1-15 |
| Existing Land Use: | Agriculture |
| Proposed Land Use: | Residential |
| Parcel ID: | 15-045-0004 |
| Township, Range, Section: | Township 6 North, Range 2 West, Section 16 |

Adjacent Land Use

| | | | |
|---------------|--------------------------|---------------|--------------|
| North: | Residential, Agriculture | South: | Agricultural |
| East: | Residential | West: | Residential |

Staff Information

| | |
|--------------------------|---|
| Report Presenter: | Felix Lleverino flleverino@co.weber.ut.us 801-399-8766 |
| Report Reviewer: | RG |

Applicable Ordinances

- Title 104, Zones, Chapter 12, Residential (R1-15) Zone
- Title 106, Subdivisions

Development History

- The Weber County Commission approved a rezone of the Bitton Estates Development on July 1, 2025. The rezone facilitated the development of the Bitton Estates Subdivision for Residential (R1-15) zoning and in accordance with the rezone development agreement. Select pages of the development agreement are included with this report under Exhibit C.
- The Western Weber Planning Commission granted preliminary approval of the Bitton Estates Subdivision in a public meeting held on November 18, 2025 with the following conditions:
 - Taylor West Weber Water District shall provide a capacity assessment letter or a final will-serve letter before final approval from the Planning Division
 - Hooper Irrigation shall provide a capacity assessment letter or final will-serve letter before final recommendation from the Planning Division.
 - Proof of satisfactory contribution towards parks and open space is required before each phase is recorded.
 - Developer is required to show compliance with the recorded development agreement.
 - The civil drawings shall comply with all Weber County Engineering requirements.

Background

This is a request for final approval of the Bitton Estates Subdivision phase 2 from the Weber County Planning Division. The development plan subdivides an 9.4 acre parcel into 27 single-family lots. The streets throughout the single-family development will be made public complete with curb, gutter, sidewalk, and street trees.

The proposal has been reviewed against the zoning development agreement, the current subdivision ordinance, and the standards in the R1-15 zone. To the fulfillment of the preliminary plan requirements and approval procedure, the preliminary plan was presented to the Planning Commission on November 18, 2025. On that date the request received a positive recommendation from the planning commission and was forwarded for final subdivision review. The following section is a brief analysis against the subdivision code and development agreement.

Analysis

General Plan: The proposal conforms to the Western Weber General Plan by creating a wider variety of housing types within a residential development that implements smart growth principles.

Zoning: The subject property is located in the Residential (R1-15) Zone.

The purpose of the Residential (R1-15) zone is identified in the LUC-§ 104-12-1 as:

The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are references to the R1-12 and R1-10 zones, respectively.

Phase two single-family lots range in size from 6,800 to 15,600 SF. The development plan would create 27 lots.

Culinary water: The Taylor West Weber Water District will provide culinary water to the Bitton Estates, for which, the developer has provide a final will serve letter indicating that the plan review has been paid. The developer shall satisfy the listed conditions and final subdivision recording cannot take place until a representative from Taylor West Weber Water District has signed the final mylar.

Pressurized Irrigation water: The Hooper Irrigation Company will provide pressurized secondary water to all of the lots within the Bitton Estates Subdivision.

The subdivision plat has been reviewed by Hooper Irrigation. "There are sufficient shares affiliated with the property to connect to the system. The developer shall pipe any private ditches and drains. The final will-serve letter will be provided after the plans have received final approval, fees have been paid the water shares have been turned into Hooper Irrigation."

Sanitary Sewage Services: Central Weber Sewer District will serve the sanitary sewer treatment services to the Bitton Estates Subdivision. Annexation into the District is complete.

Geotechnical Study: A geotechnical investigation prepared by Christensen Geotechnical, dated January 16, 2025, is included with this proposal. The report finds that the site is suitable for the proposed construction provided the recommendations contained in the report are incorporated into the design and construction of the project.

Additional Standards and Development Agreement:

Landscaping within the public ROW, energy efficiency and outdoor lighting shall be verified before the certificate of occupancy by the Planning Division.

The landscape plan is included with this report to show how each standard from the development agreement will be implemented through pathways, ground covering, irrigation system, trees, and turf grass in the detention basin area.

The developer agrees to contribute toward the parks and open space of the Taylor West Weber Parks District, \$7,500 per lot within the project. This shall be remitted to the park district before recording a subdivision plat.

A review of the development agreement, included as Exhibit C, is ongoing to ensure that the development plan is in alignment and the required private infrastructure is installed before the planning division grants final approval for a certificate of occupancy.

Review Agencies: The subdivision application will be required to comply with all review agency requirements and consideration for final approval requires satisfaction of the conditions of approval stated in this report. The County Surveyors have several remaining review comments in the form of minor plat revisions that will be addressed before the plat may be

recorded. The County Engineering Department comments will be addressed before the subdivision plat is recorded and before a pre-construction meeting is held. The Weber Fire District is recommending approval.

Staff Recommendation

Staff recommends final approval of Bitton Estates Subdivision Phase Two, consisting of 27 single-family lots. This recommendation is based on all review agency requirements and the following conditions:

1. Hooper Irrigation shall provide a final will-serve letter before the subdivision plat is recorded.
2. Proof of satisfactory contribution towards parks and open space is required before phase two is recorded.
3. The landscaping and public infrastructure shall be installed to comply with the landscape plan and the development agreement.
4. The civil drawings shall comply with all Weber County Engineering requirements and the development agreement.
5. The subdivision improvements shall be completed or escrowed before the final subdivision plat is recorded.
6. The easement agreement for the Hooper Irrigation Canal pathway is recorded with the final subdivision plat.
7. A pre-construction meeting with county planning and engineering is complete before excavation begins.

The following findings are the basis for the staff recommendation:

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

Exhibits

- A. Proposed final plan
- B. Improvement drawings, including the landscape plan
- C. Development Agreement (select pages)
- D. Will serve letters

Area Map



BITTON ESTATES PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
JANUARY, 2026



VICINITY MAP
NOT TO SCALE

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE BELOW DESCRIBED PROPERTY INTO LOTS AND STREETS AS SHOWN. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

BRASS CAP MONUMENTS WERE FOUND FOR THE SOUTH QUARTER CORNER; SOUTHWEST CORNER; SOUTHEAST CORNER; AND THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 89°15'33" WEST BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 16 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

A SURVEY OF SECTION 16, TOWNSHIP 6 NORTH, RNAGE 2 WEST, SALT LAKE MERIDIAN, PREPARED BY WASHINGTON JENKINS, DATED APRIL 1898; A BOUNDARY SURVEY PREPARED BY LANDMARK SURVEYING FOR DEE BITTON, DATED APRIL 17, 1995, AND FILED JUNE 29, 1995 AS SURVEY #1195; A BOUNDARY SURVEY PREPARED BY LANDMARK SURVEYING FOR LEROY HERRICK, DATED OCTOBER 20, 2000, AND FILED JANUARY 21, 2003, AS SURVEY #2975; A BOUNDARY SURVEY PREPARED BY C.L.S., INC., FOR LEASA BUTLER, DATED SEPTEMBER 1, 2005, AND FILED APRIL 5, 2005, AS SURVEY #3599; 4100 WEST STREET CONTROL LINE SURVEY PREPARED BY WEBER COUNTY SURVEY, DATED JUNE 25, 2024, AND FILED JUNE 25, 2024, SURVEY #7844; AND MUSGRAVE BITTON SUBDIVISION PREPARED BY REEVE & ASSOCIATES, INC., FOR T. CARTER MUSGRAVE AND DAN T MUSGRAVE, DATED JANUARY 27, 2015, AND RECORDED JULY 28, 2015, AS ENTRY #2747888.

BOUNDARIES FOR THIS PROPERTY WERE DETERMINED BY DOCUMENTS OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. THE 1898 SURVEY OF SECTION 16, PREPARED BY WASHINGTON JENKINS WAS USED TO RE-ESTABLISH THE LOTS AS INDICATED IN THE DEEDS FOR THE SUBJECT PARCELS AND ADJACENT PARCELS. THAT SURVEY WAS ROTATED AND TRANSLATED TO MATCH HISTORICAL LINES OF OCCUPATION ON THE GROUND. SUBJECT PROPERTY BOUNDARIES WERE THEN FURTHER DETERMINED BY THESE LINES, OLD FENCE LINES AND DEEDS OF RECORD.

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 278.82 FEET SOUTH 89°32'24" EAST ALONG THE SECTION LINE AND 1759.64 FEET NORTH 00°27'36" EAST FROM THE SOUTH QUARTER CORNER OF SECTION 16 (SAID SOUTH QUARTER CORNER BEING 2646.21 FEET SOUTH 89°15'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 16); THENCE NORTH 01°27'14" WEST 355.51 FEET; THENCE NORTH 89°40'16" EAST 1165.20 FEET; THENCE NORTH 85°44'15" EAST 23.15 FEET; THENCE NORTH 00°25'15" EAST 26.20 FEET; THENCE NORTH 89°04'52" EAST 198.01 FEET; THENCE SOUTH 03°39'14" EAST 213.66 FEET; THENCE SOUTH 09°27'46" WEST 16.37 FEET; THENCE NORTH 89°00'54" WEST 160.21 FEET; THENCE SOUTH 00°27'27" EAST 3.06 FEET; THENCE SOUTH 89°32'33" WEST 372.54 FEET; THENCE SOUTH 00°34'03" EAST 144.95 FEET; THENCE SOUTH 89°34'12" WEST 446.00 FEET; THENCE SOUTH 88°17'40" WEST 411.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 410,404 SQUARE FEET OR 9.422 ACRES.

SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **BITTON ESTATES PHASE 2** IN **WEBER COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **BITTON ESTATES PHASE 2**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY AND STORM DRAIN EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY ALSO DO HEREBY DEDICATE PARCEL A TO BE RETAINED BY LYNX HOLDINGS LLC AND DO HEREBY DEDICATE PARCEL B TO WEBER COUNTY FOR DETENTION BASIN PURPOSES AND DO HEREBY DEDICATE PARCELS C AND D TO WEBER COUNTY FOR TRAILS.

SIGNED THIS _____ DAY OF _____, 20____.

HERRICK, LEROY W & ADA CHARLINE HERRICK TRUSTEES

NAME/TITLE

ACKNOWLEDGMENT

STATE OF UTAH _____)SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID TRUST AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID TRUST FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

CURVE TABLE

| CURVE | RADIUS | ARC | LTH | CHD | LTH | CHD | BEARING | DELTA |
|-------|---------|---------|---------|-------------|-----------|-----|---------|-------|
| C1 | 533.00' | 4.19" | 4.19' | 500°33'14"E | 0°27'00" | | | |
| C2 | 500.00' | 3.39" | 3.39' | 500°31'24"E | 0°23'19" | | | |
| C3 | 467.00' | 2.60" | 2.60' | 500°29'19"E | 0°19'08" | | | |
| C4 | 120.00' | 60.47" | 59.83' | N75°06'23"E | 28°52'19" | | | |
| C5 | 120.00' | 31.56" | 31.47' | N53°08'12"E | 15°04'02" | | | |
| C6 | 180.00' | 132.58" | 129.61' | N66°42'17"E | 42°12'11" | | | |
| C7 | 150.00' | 115.03" | 112.23' | N67°34'22"E | 43°56'21" | | | |
| C8 | 150.00' | 114.23" | 111.49' | N67°25'13"E | 43°38'03" | | | |
| C9 | 180.00' | 138.04" | 134.68' | N67°34'22"E | 43°56'21" | | | |
| C10 | 120.00' | 89.99" | 87.90' | N67°05'14"E | 42°58'06" | | | |
| C11 | 450.00' | 172.26" | 172.18' | S00°52'36"W | 9°12'01" | | | |

DEVELOPER

LYNX CONSTRUCTION, LLC
C/O PAT BURNS
1946 W 5600 S
ROY, UT 84067
801-710-2234

WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION. SIGNED THIS _____ DAY OF _____, 20____.

CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

WEBER COUNTY ENGINEER

TAYLOR WEST WATER DISTRICT

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY TAYLOR WEST WATER DISTRICT. SIGNED THIS _____ DAY OF _____, 20____.

TAYLOR WEST WATER DISTRICT

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH

SIGNED THIS _____ DAY OF _____, 20____.

WEBER COUNTY SURVEYOR

WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.

SIGNED THIS _____ DAY OF _____, 20____.

WEBER COUNTY ATTORNEY

HOOPER IRRIGATION COMPANY

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY HOOPER IRRIGATION COMPANY. SIGNED THIS _____ DAY OF _____, 20____.

HOOPER IRRIGATION COMPANY

Project Info.

Surveyor:

J. FELT

Designer:

N. ANDERSON

Begin Date:

4-14-2025

Name:

BITTON ESTATES

PHASE 2

Number:

6298-39

Revision:

Scale:

Checked:

Weber County Recorder

Entry No. _____ Fee Paid

_____ Filed For Record

And Recorded, _____

At _____ In Book _____

Of The Official Records, Page

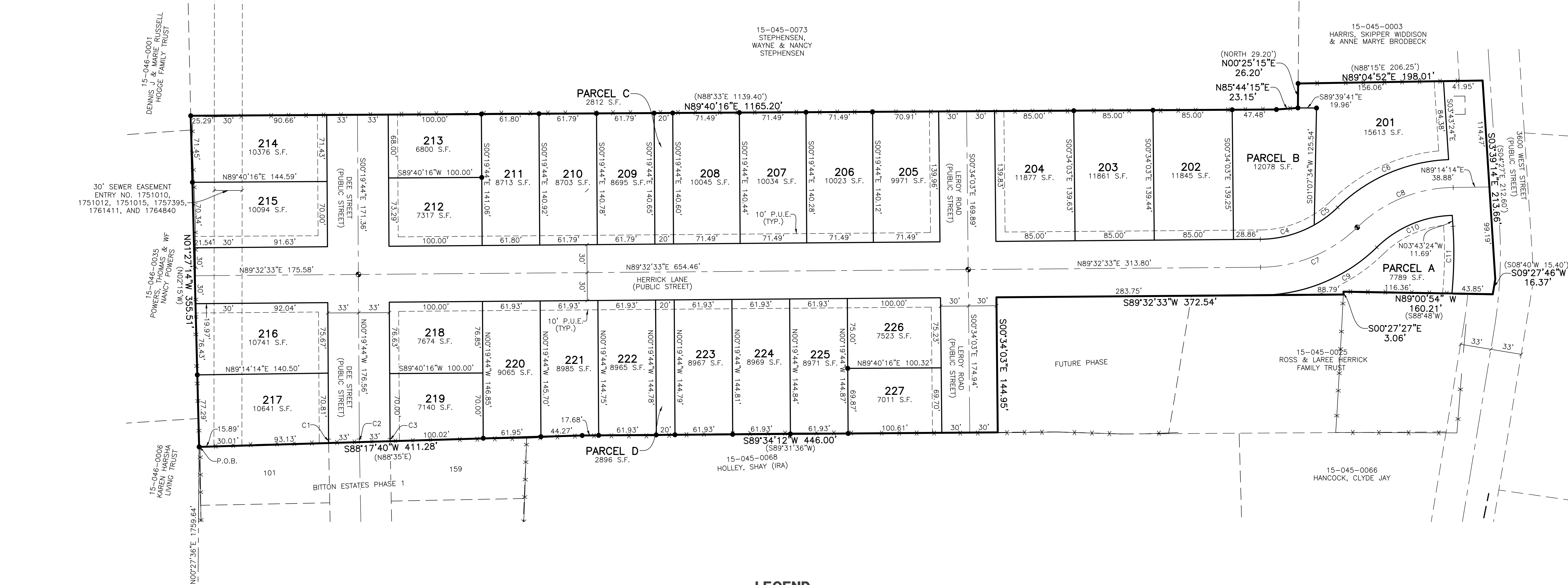
Recorded For:

Weber County Recorder

Deputy.

BITTON ESTATES PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
JANUARY, 2026



SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND BRASS CAP MONUMENT)

N89°15'33"W 2646.21'
2646.14' (W.C.S.)
S89°45'00"W 2649.20'
(HISTORICAL TIE, RECORD)
BASIS OF BEARINGS

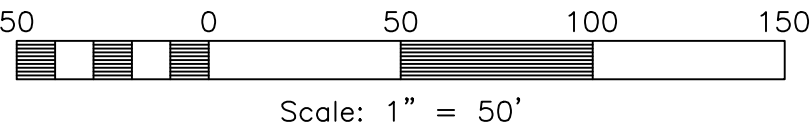
SOUTH 1/4 CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND BRASS CAP MONUMENT, STAMPED 1963)

S89°32'24"E 278.82'

NOTE:
COURSES SHOWN IN PARENTHESIS ARE BEARINGS AND/OR DISTANCES FROM RECORD

LEGEND

- SECTION CORNER
- SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- STREET CENTERLINE MONUMENT
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- SECTION/MONUMENT TIE LINE
- ROAD CENTERLINE



Project Info.

Surveyor: J. FELT
Designer: N. ANDERSON
Begin Date: 4-14-2023
Name: BITTON ESTATES PHASE 2
Number: 6298-39
Revision:
Scale: 1"=50'
Checked:

Weber County Recorder

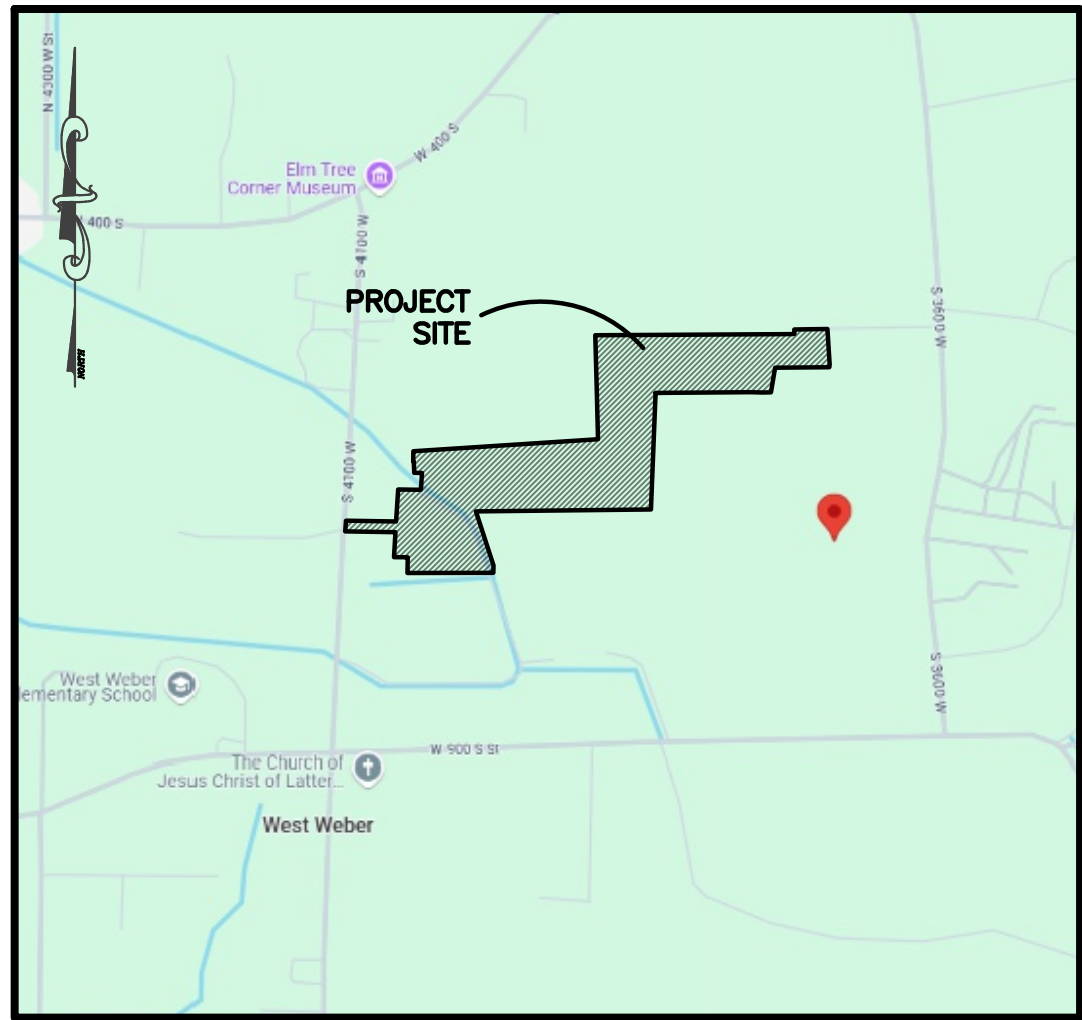
Entry No. _____ Fee Paid _____
At _____ Filed For Record _____
Of The Official Records, Page _____
Recorded For: _____
Weber County Recorder _____
Deputy: _____

Project Narrative/Notes/Revisions

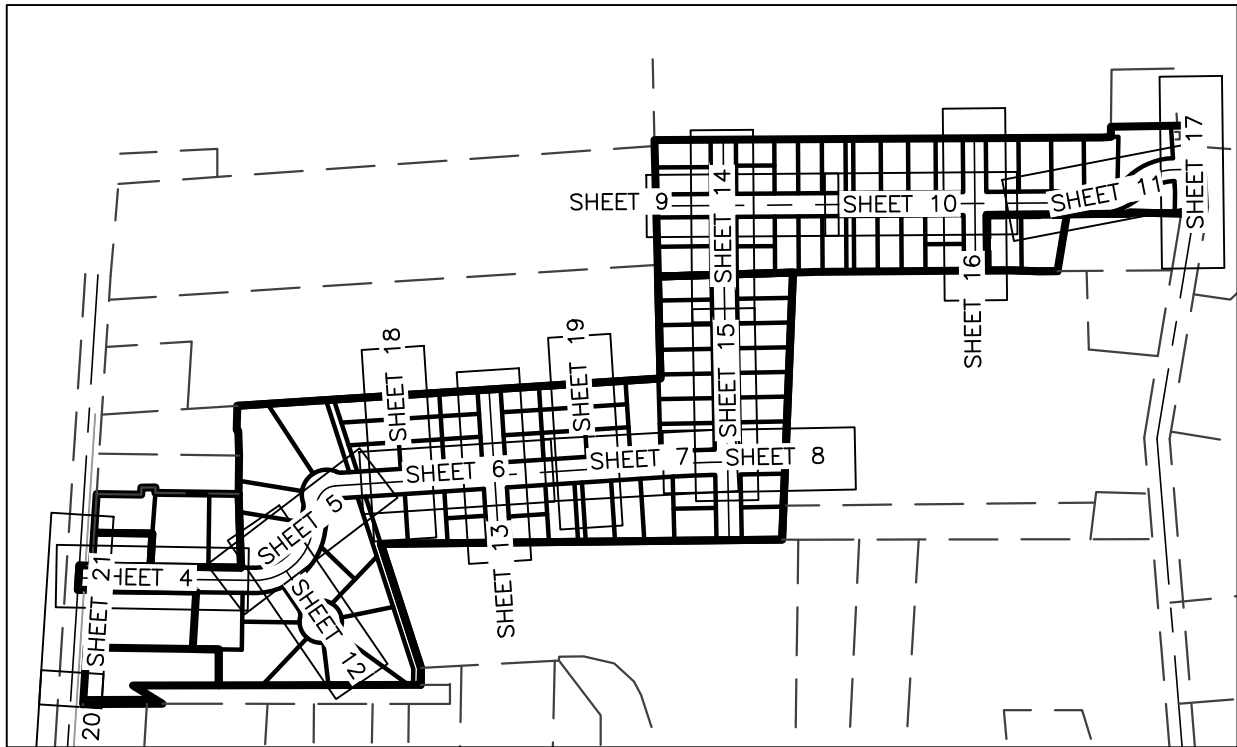
- 05/06/2025 CK - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
- 05/23/2025 CK - UPDATED SEWER DESIGN.
- 09/10/2025 CK - REVISED PEDESTRIAN CROSSINGS.
- 10/21/2025 CK - UPDATED PER REVIEW COMMENTS.
- 12/02/2025 CK - UPDATED SW & IRRIGATION PER REVIEW COMMENTS.
- 12/04/2025 CK - UPDATED LOT 404 SERVICE LATERAL.
- 01/12/2026 KH - ADDITIONAL COUNTY AND UTILITY COMMENTS.

Bitton Estates Subdivision Improvement Plans

WEBER COUNTY, UTAH
APRIL 2025



VICINITY MAP
(NOT TO SCALE)



Sheet Index Key Map
NOT TO SCALE

Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Notes/Legend/Details
- Sheet 3 - Existing Site & Demolition Plan
- Sheet 4 - Bitton Lane 0+00.00 - 4+50.00
- Sheet 5 - Bitton Lane 4+50.00 - 9+30.00
- Sheet 6 - Bitton Lane 9+30.00 - 14+10.00
- Sheet 7 - Bitton Lane 14+10.00 - 18+00.00
- Sheet 8 - Bitton Lane 18+00.00 - 20+26.00
- Sheet 9 - Herrick Lane 0+00.00 - 4+50.00
- Sheet 10 - Herrick Lane 4+50.00 - 9+30.00
- Sheet 11 - Herrick Lane 9+30.00 - 14+10.00
- Sheet 12 - Sarah Circle 0+00.00 - 2+65.00
- Sheet 13 - Rebecca Road 0+00.00 - 4+00.00
- Sheet 14 - Dee Street 0+00.00 - 4+50.00
- Sheet 15 - Dee Street 4+50.00 - 10+50.00
- Sheet 16 - Leroy Road 0+00.00 - 3+45.00
- Sheet 17 - 3600 West Street 0+00.00 - 5+00.00
- Sheet 18 - Private Drive (West) 0+00.00 - 2+50.00
- Sheet 19 - Private Drive (East) 0+00.00 - 2+50.00
- Sheet 20 - 4100 West Street - 1+00.00 - 5+00.00
- Sheet 21 - 4100 West Street - 5+00.00 - 10+25.00
- Sheet 22 - Irrigation Profile
- Sheet 23 - Grading & Drainage Plan
- Sheet 24 - Grading & Drainage Plan (Continued)
- Sheet 25 - Utility Plan
- Sheet 26 - Utility Plan (Continued)
- Sheet 27 - Basin Details
- Sheet 28 - Basin Details
- Sheet 29 - Street Cross Sections
- Sheet 30 - Details
- Sheet 31 - Storm Water Pollution Prevention Plan Exhibit
- Sheet 32 - Storm Water Pollution Prevention Plan Details
- Sheet 33 - Street Tree Plan
- Sheet 34 - Detention Basins Landscape Plan

Engineer's Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Surveyor:

Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Geotechnical Report:

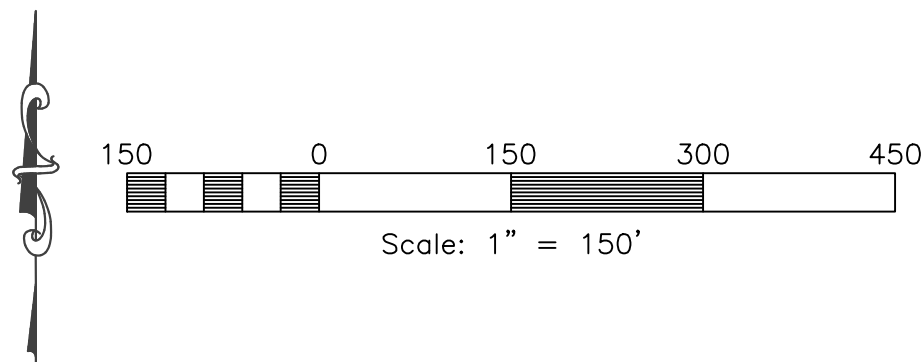
Dated: January 16, 2025
Christensen Geotechnical
8143 South 2475 East
South Weber, Utah
PH: (801) 804-6413

Project Contact:

Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100



Know what's below.
Call before you dig.



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TEL: (801) 621-3100 www.reeveco.com
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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

| DATE | DESCRIPTION |
|----------|--------------------|
| 05-23-25 | CK Sewer Design |
| 05-28-25 | CK Ped Crossings |
| 09-10-25 | CK Ped Crossings |
| 10-21-25 | CK Review Comments |
| 12-02-25 | CK Review Comments |
| 12-04-25 | CK Service Lateral |

Bitton Estates
Improvement Plans

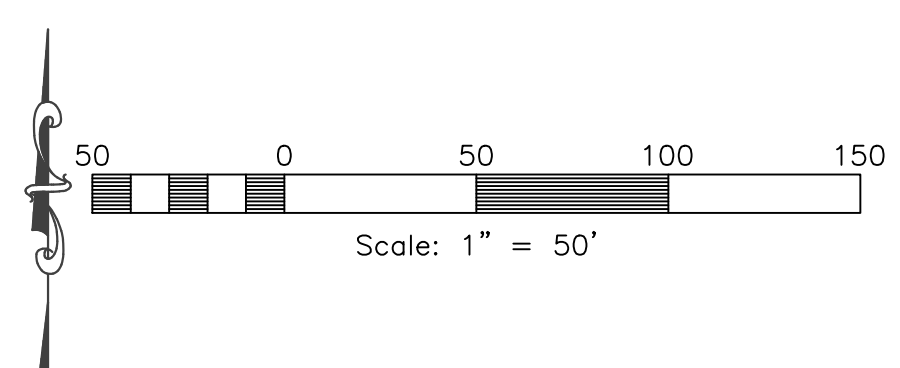
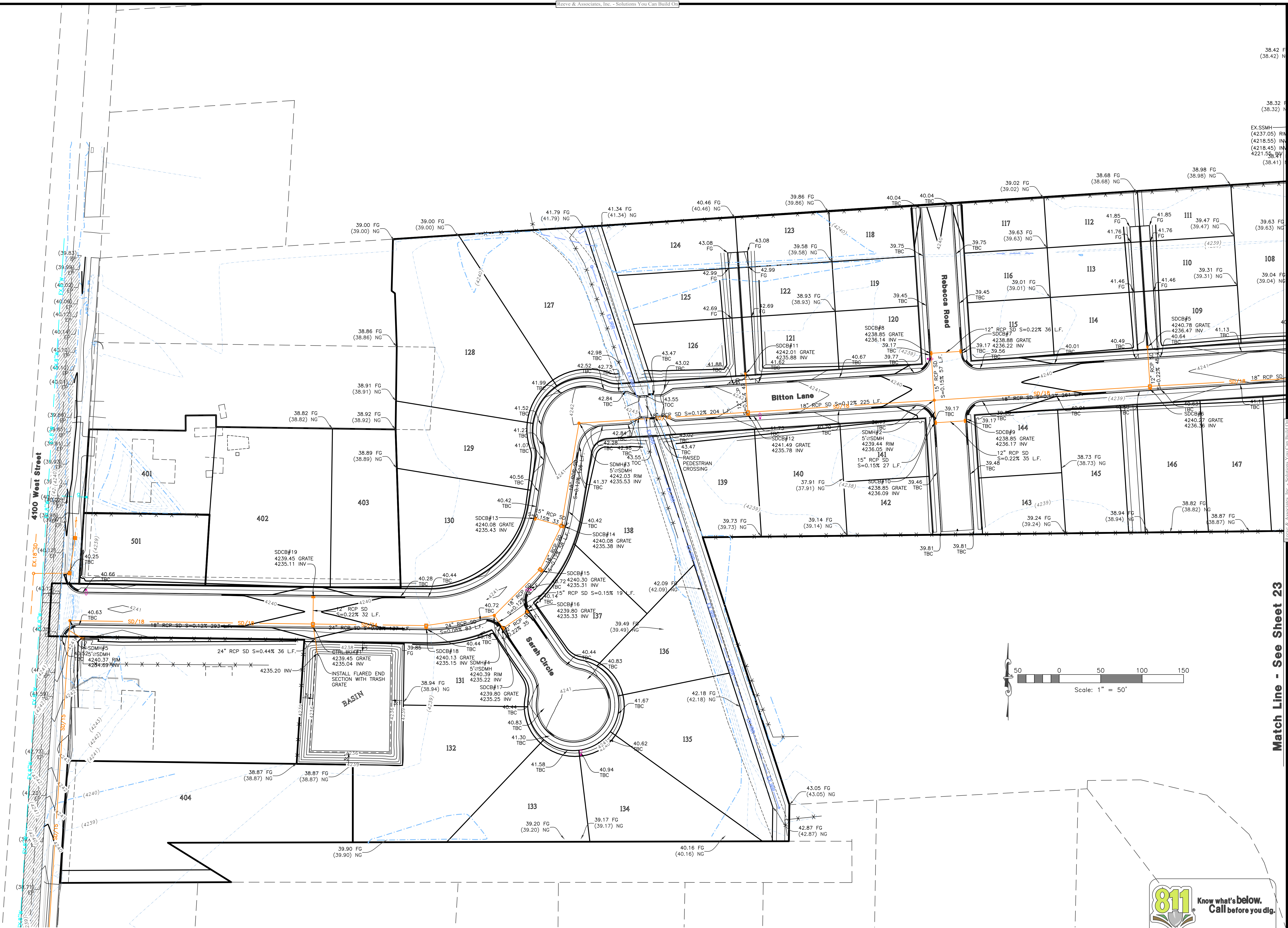
WEBER COUNTY, UTAH

Cover/Index Sheet



Project Info.

Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: APRIL 2025
Name: BITTON ESTATES SUBDIVISION
Number: 6298-39



Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 www.reeve.co

PA

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| REVISIONS | DATE | DESCRIPTION |
|-----------|------|-----------------|
| 05-23-25 | CK | Sewer Design |
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| 12-04-25 | CK | Service Lateral |

Bitton Estates Improvement Plans
 WEBER COUNTY, UTAH

Grading & Drainage Plan

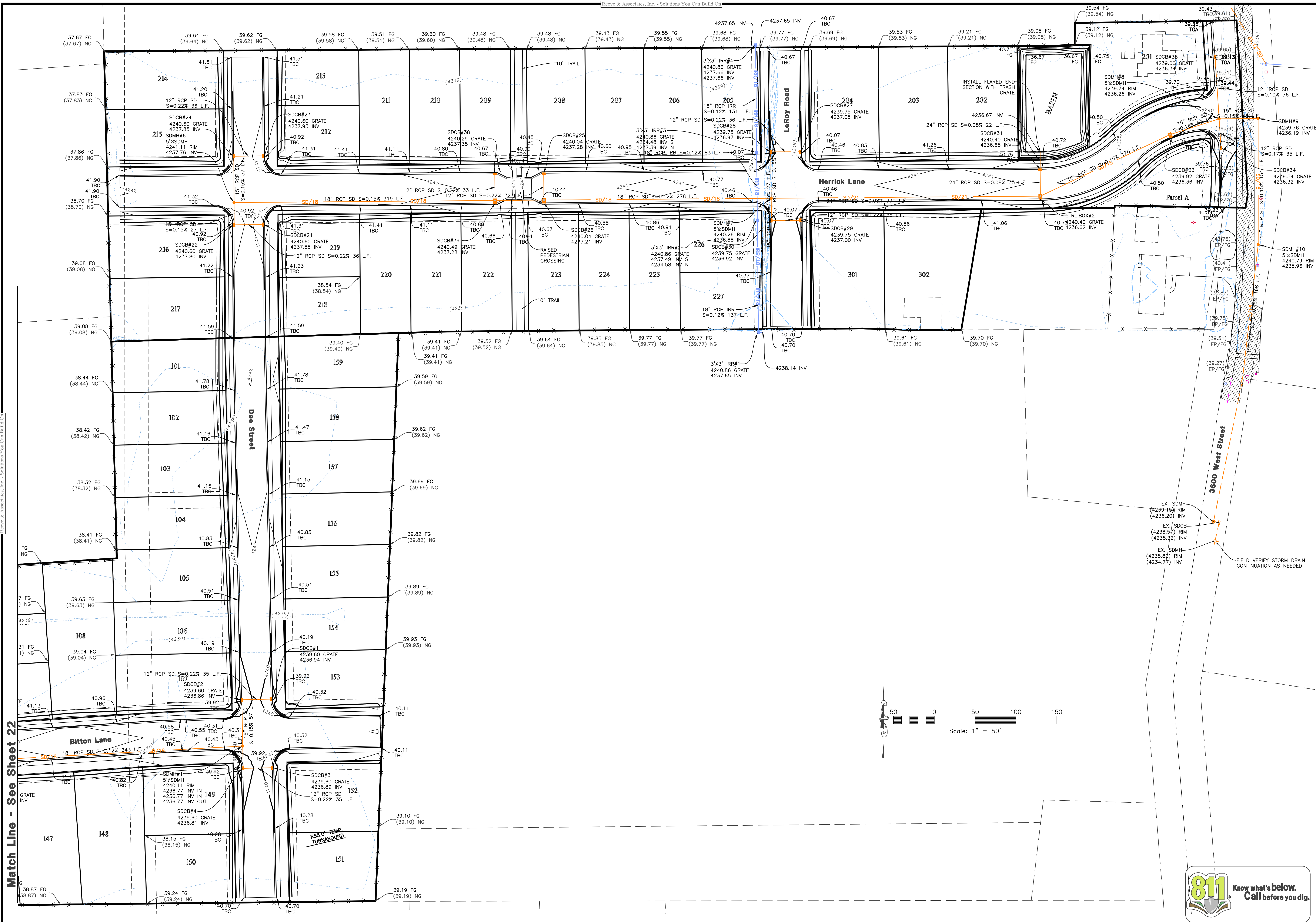
Match Line - See Sheet 23

REGISTERED PROFESSIONAL ENGINEER
 JEREMY A. DRAPER
 01/12/2026
 STATE OF UTAH

Project Info.
 Designer: KENNETH H. HUNTER, P.E.
 Drafter: C. KINGSLEY
 Begin Date: APRIL 2025
 Name: BITTON ESTATES SUBDIVISION
 Number: 6298-39

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23
 34 Total Sheets



Match Line - See Sheet 22

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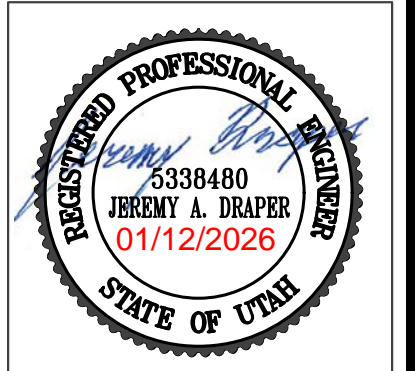
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
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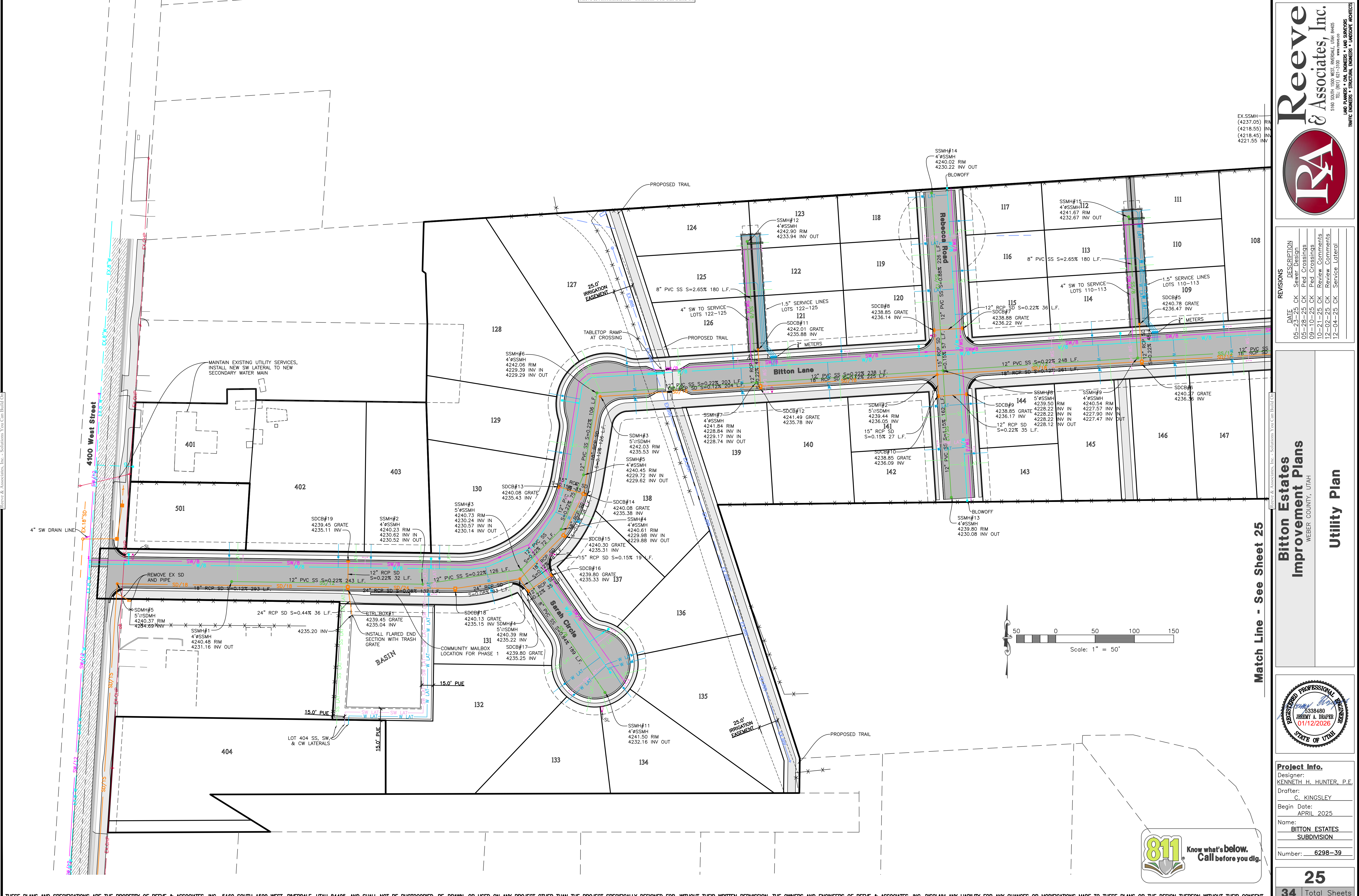
Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

Grading & Drainage Plan



Project Info.
Designer: KENNETH H. HUNTER, P.E.
Drafter: C. KINGSLEY
Begin Date: APRIL 2025
Name: BITTON ESTATES SUBDIVISION
Number: 6298-39





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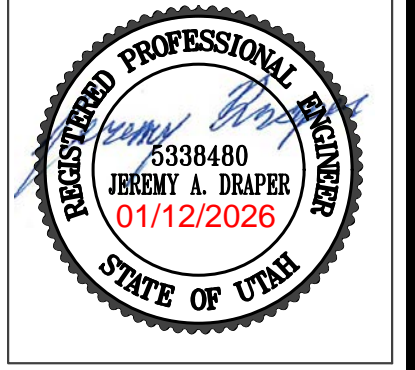
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Reeve & Associates, Inc.

| REVISIONS | DATE | DESCRIPTION |
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| 05-28-25 | CK | Ped Crossings |
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| 12-02-25 | CK | Review Comments |
| 12-04-25 | CK | Service Lateral |

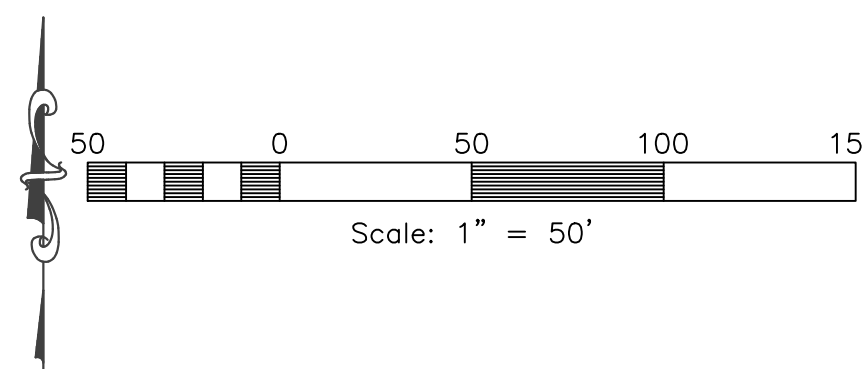
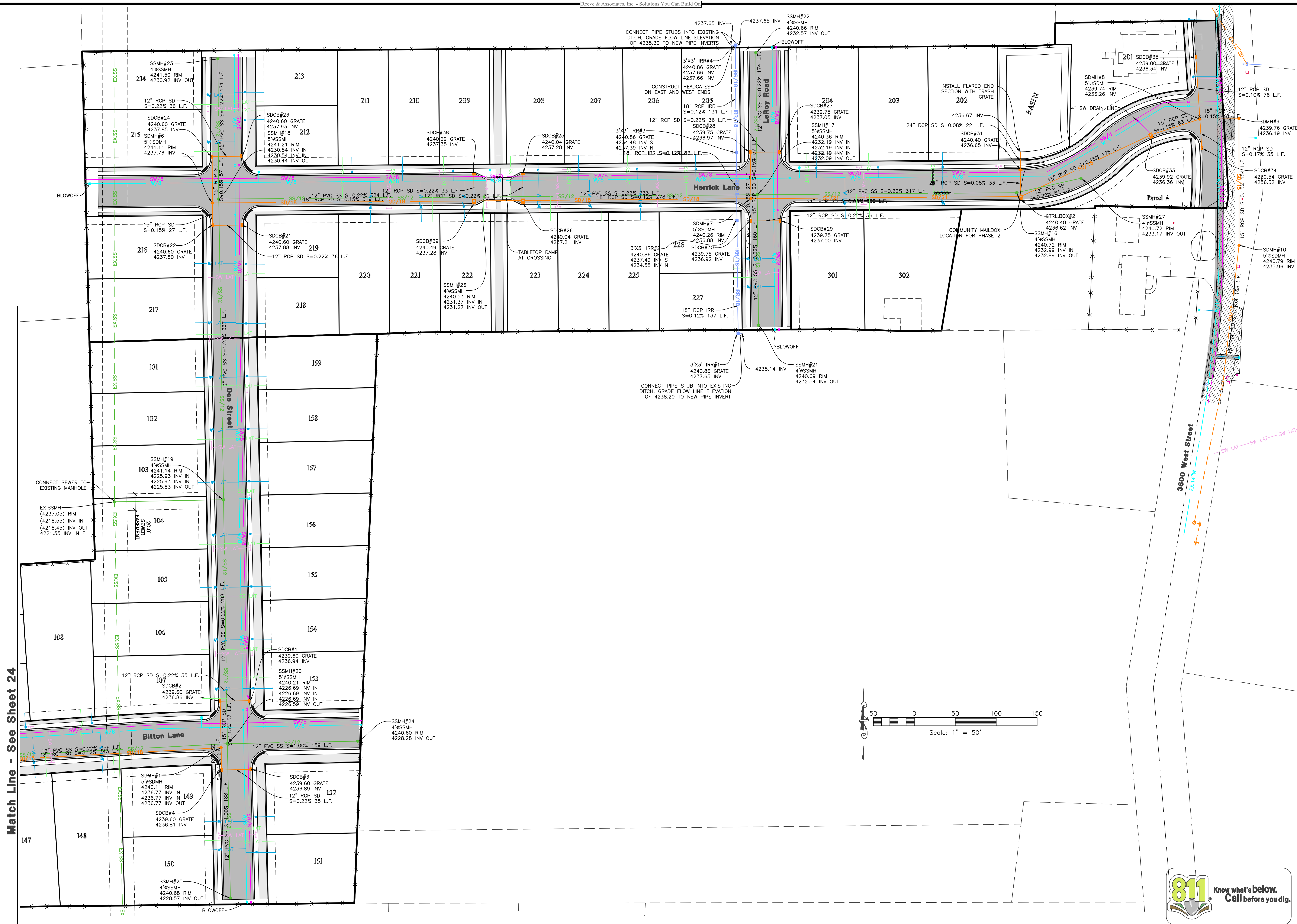
Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

Utility Plan



| |
|--|
| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: C. KINGSLEY |
| Begin Date: APRIL 2025 |
| Name: BITTON ESTATES SUBDIVISION |
| Number: 6298-39 |

Match Line - See Sheet 24



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| 12-02-25 | CK Review Comments |
| 12-04-25 | CK Service Letter |

Bitton Estates

Improvement Plans

WEBER COUNTY, UTAH

Utility Plan

Project Info.

Designer: KENNETH H. HUNTER, P.E.

Drafter: C. KINGSLEY

Begin Date: APRIL 2025

Name: BITTON ESTATES SUBDIVISION

Number: 6298-39

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

26

34 Total Sheets

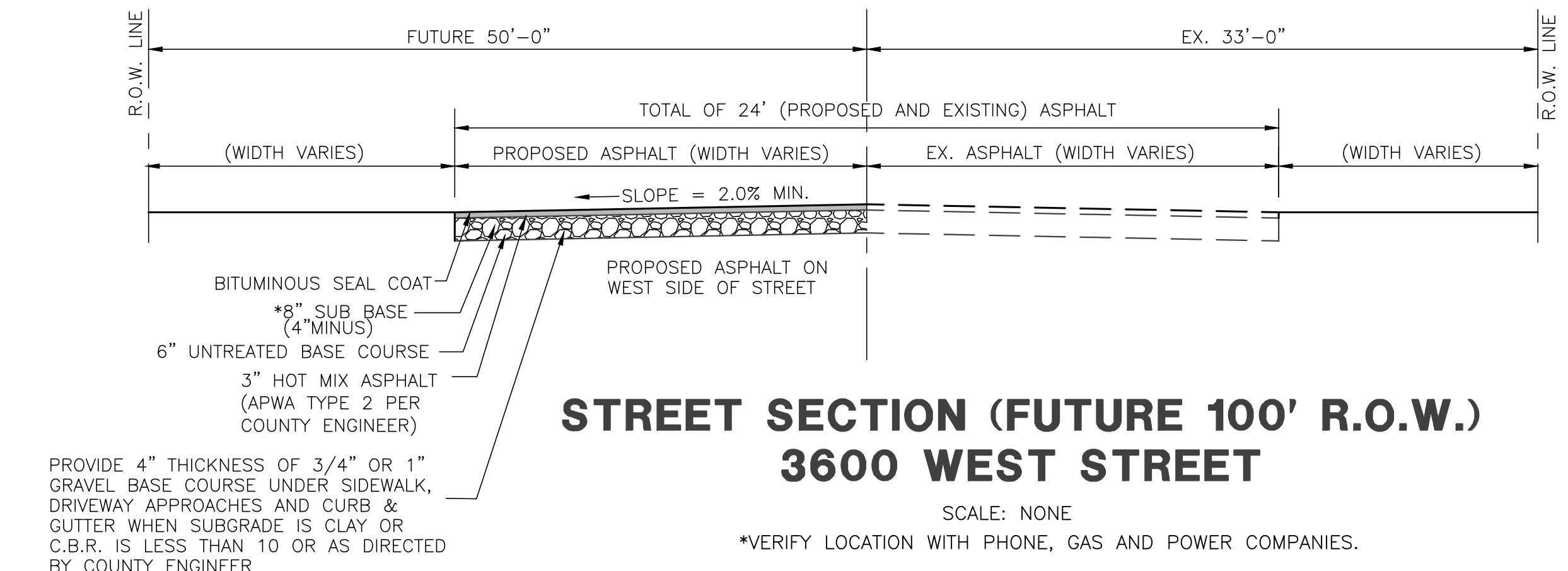
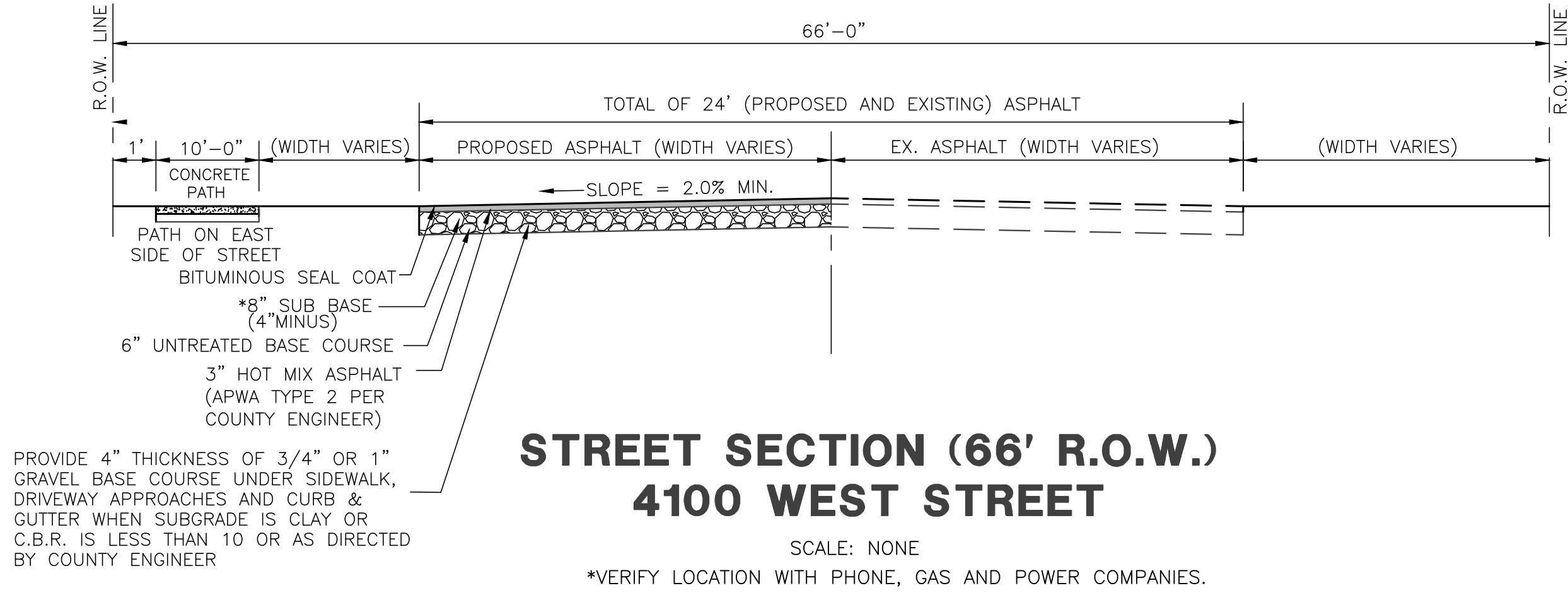
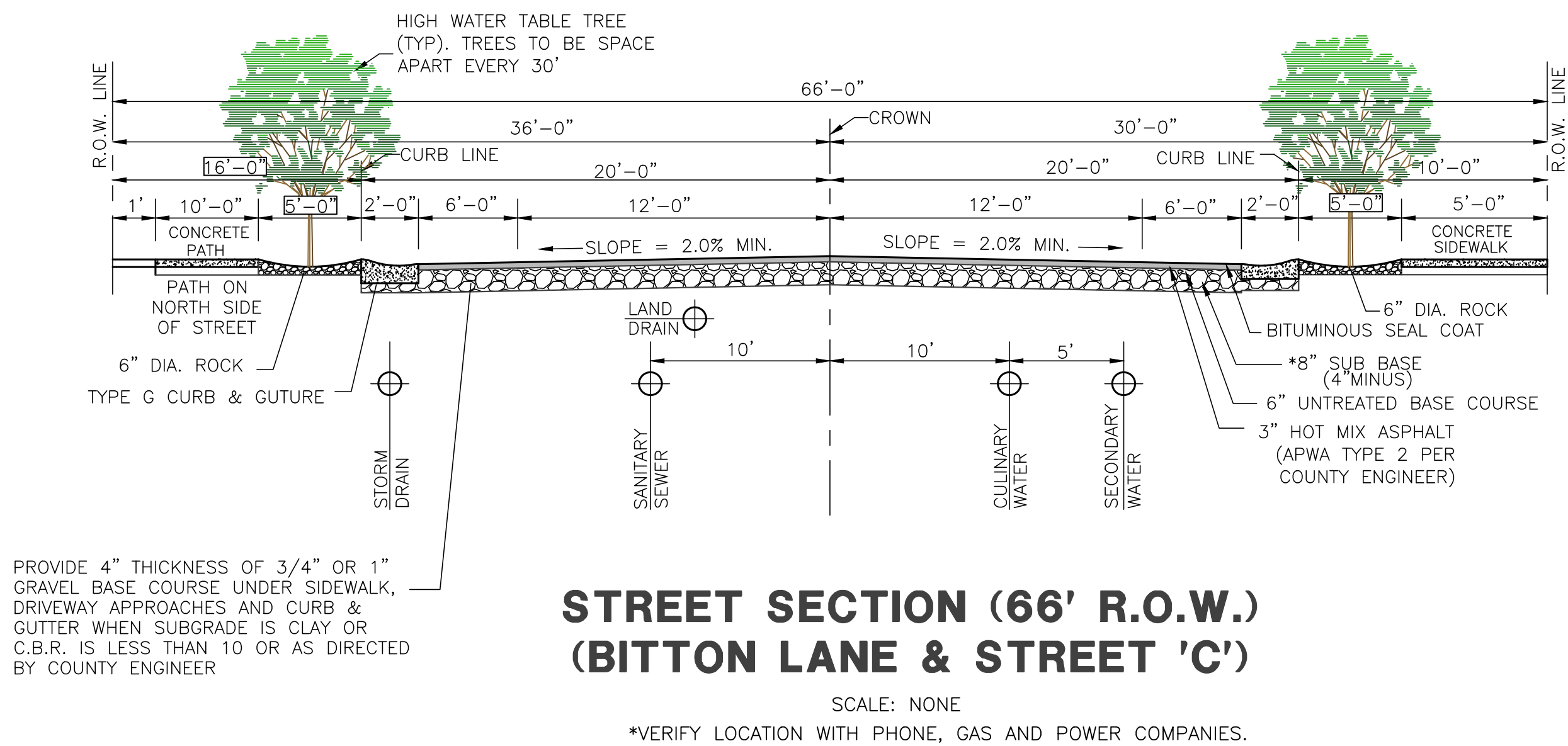
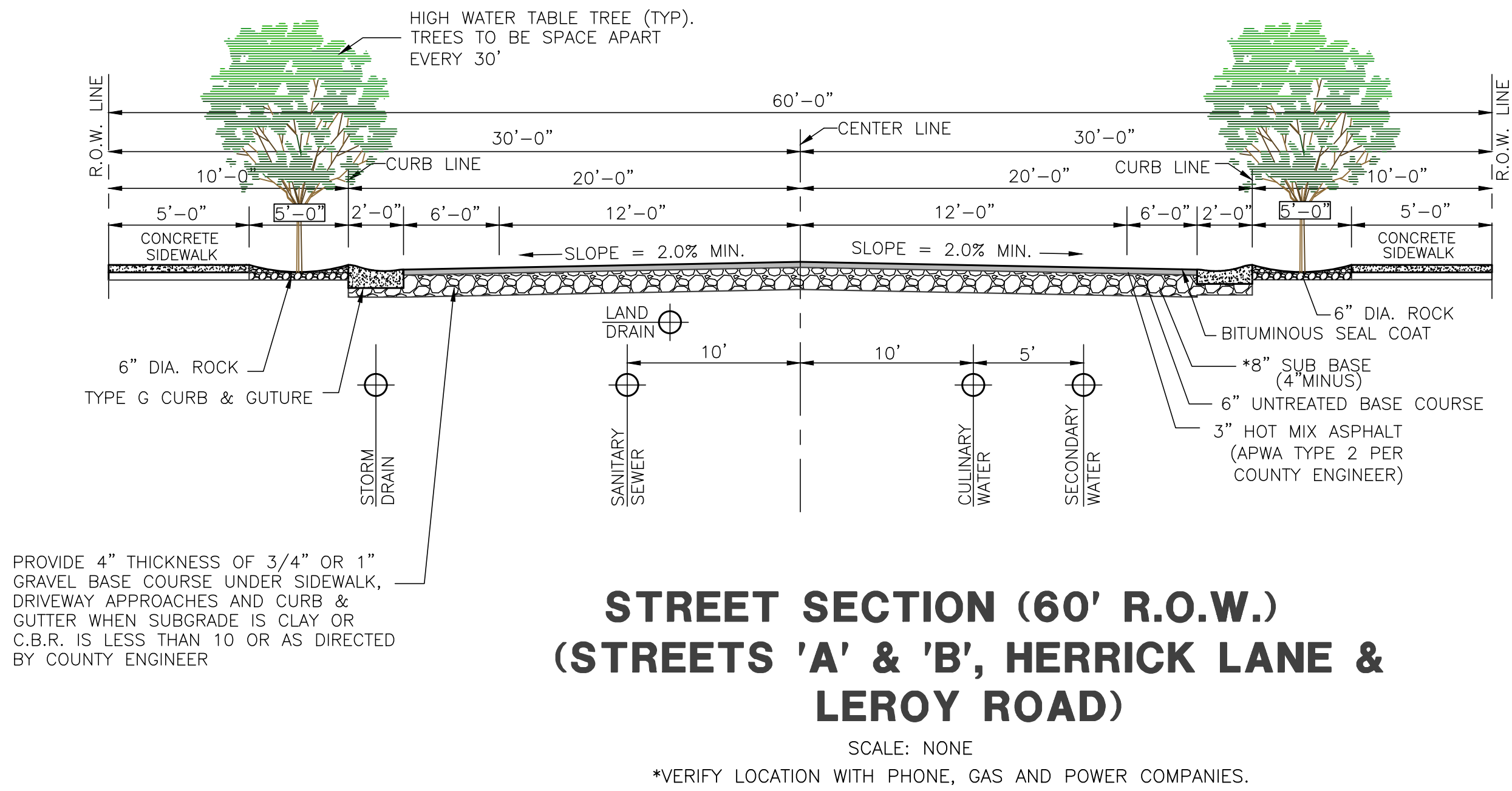
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| 12-02-25 | CK | Review Comments |
| 12-04-25 | CK | Service Lateral |

Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

Street Cross Sections



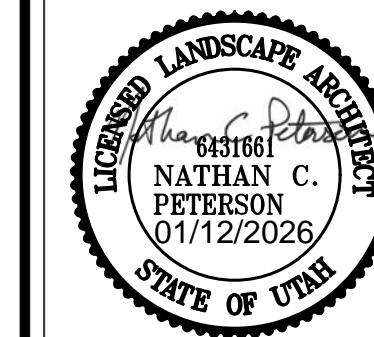
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| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: C. KINGSLEY |
| Begin Date: APRIL 2025 |
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| REVISIONS | DESCRIPTION |
|-----------|-------------|
| DATE | |
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Bitton Estates
Improvement Plans
WEBER COUNTY, UTAH

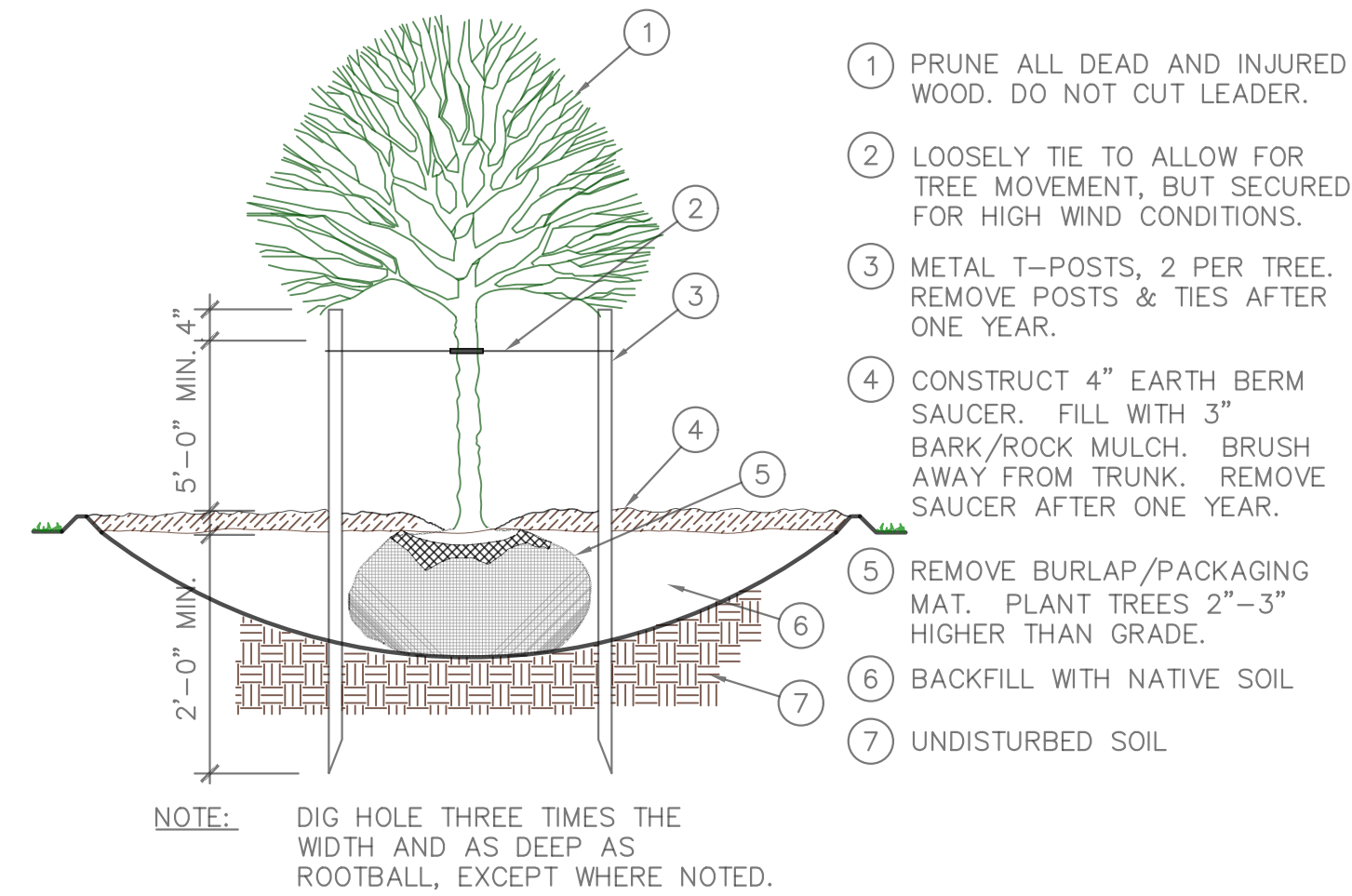
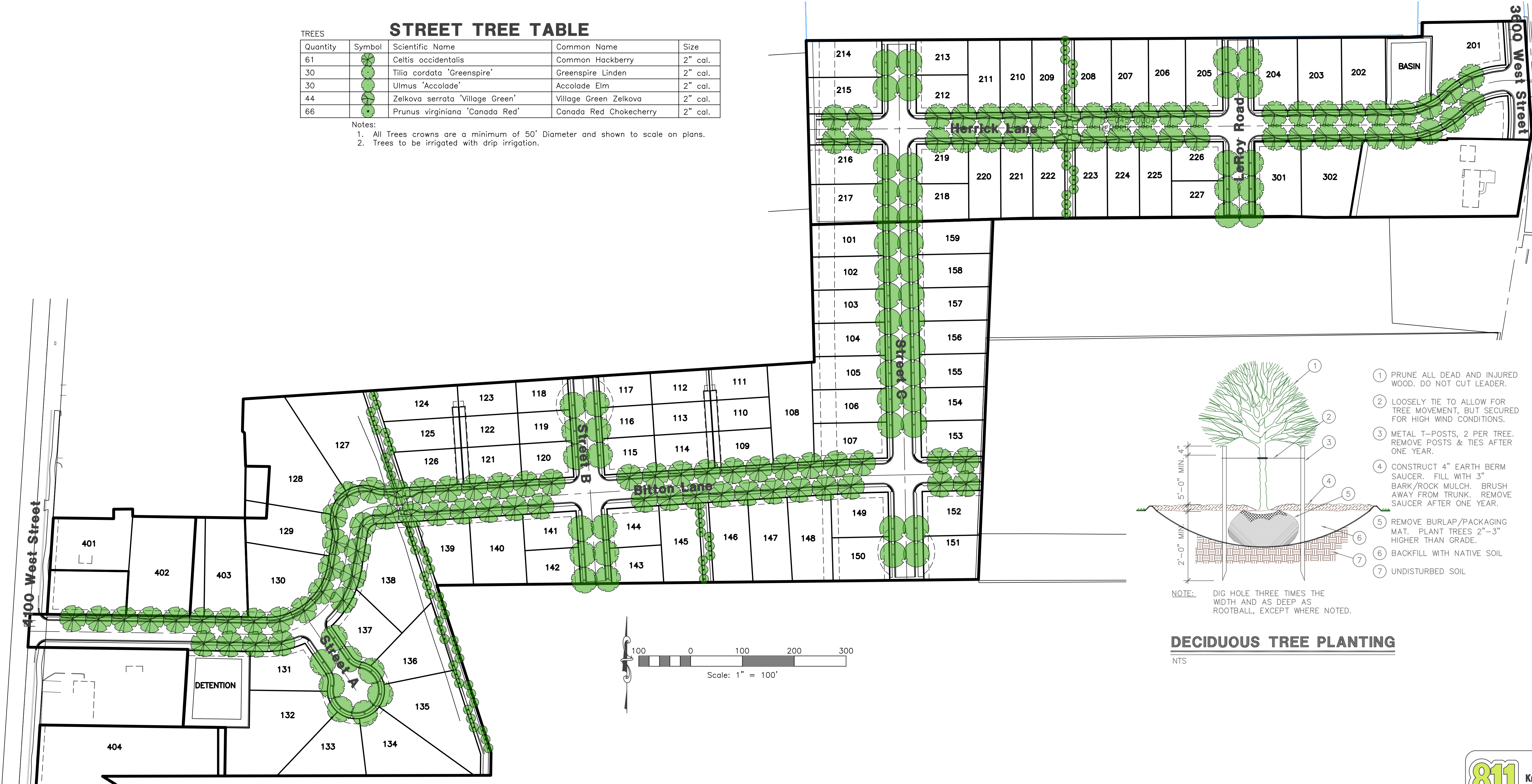
Street Tree Plan



| |
|--|
| Project Info. |
| Designer: KENNETH H. HUNTER, P.E. |
| Drafter: N. PETERSON |
| Begin Date: APRIL 2025 |
| Name: BITTON ESTATES SUBDIVISION |
| Number: 6298-39 |

| STREET TREE TABLE | | | | |
|-------------------|--------|---------------------------------|------------------------|---------|
| Quantity | Symbol | Scientific Name | Common Name | Size |
| 61 | | Celtis occidentalis | Common Hackberry | 2" cal. |
| 30 | | Tilia cordata 'Greenspire' | Greenspire Linden | 2" cal. |
| 30 | | Ulmus 'Accolade' | Accolade Elm | 2" cal. |
| 44 | | Zelkova serrata 'Village Green' | Village Green Zelkova | 2" cal. |
| 66 | | Prunus virginiana 'Canada Red' | Canada Red Chokecherry | 2" cal. |

- Notes:
1. All Trees crowns are a minimum of 50' Diameter and shown to scale on plans.
 2. Trees to be irrigated with drip irrigation.



DECIDUOUS TREE PLANTING

NTS



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

8. Development Standards.

- 8.1. Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the following amount of dwelling units in the Project.
- 8.1.1.** 93 total single-family dwelling units.
- 8.1.2. Reserved**
- 8.2. Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:
- 8.2.1. Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.
- 8.2.2. Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;
- 8.2.3. Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.
- 8.2.4. Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.
- 8.3. Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in Exhibit C – Concept Plan satisfactorily complies with that code section.
- 8.4. Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in Exhibit C – Concept Plan, as public thoroughfares at no cost to the County.
- 8.4.1. Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.

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

8.4.2.1. The 3600 West Street is a 100' ROW.

8.4.2.2. The 4100 West Street is a 66' ROW.

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

- 8.5.1. Project-Specific Street Improvements.** All street improvement shall at minimum meet applicable Weber County specifications and street construction requirements. Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

8.5.1.1. 4100 West Street. Developer shall make the necessary street improvements to 4100 West which may include, but is not limited to, the installation of additional asphalt, grading, and compacted road base as directed by the County Engineer and as determined appropriate in the sole discretion of the County Engineer and in compliance with Exhibit E. Developer shall construct said street improvements on areas of the subdivision boundary fronting 4100 West and extending to the south to 900 South Street.

8.5.1.2. 3600 West Street. Developer shall make the necessary street improvements to 3600 West which may include, but is not limited to, the installation of additional asphalt, grading, and compacted road base as directed by the County Engineer and as determined appropriate in the sole discretion of the County Engineer and in compliance with Exhibit E. Developer shall construct said street improvements on areas fronting the subdivision boundary and continuing to the intersection of 3600 West and 725 South.

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

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

- 8.5.4. Street Trees.** All streets shall be lined with shade trees in the park strip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

8.5.4.1. Tree Canopy. Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

8.5.4.2. Tree Selection. At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified

by a an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

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

8.5.4.4. Certificate of Occupancy. No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the park strip to which the lot is abutting.

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

8.5.5.1. Master Developer Controlled:

8.5.5.1.1. Planting. Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

8.5.5.1.2. Tree Watering. Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:

8.5.5.1.2.1. can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and

8.5.5.1.2.2. volunteers to be responsible for tree care, pursuant to **Section 8.5.5.1.3**, for an additional two years after the end of the warranty period.

8.5.5.1.3. Tree Care. Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

8.5.5.2. County Controlled:

8.5.5.2.1. At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time

to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

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

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

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

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

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

8.5.6.2. 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.

8.5.6.3. 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.

8.5.7. Offsite or Project-Specific Street Improvements. Master Developer agrees to construct, or cause to be constructed, the following.

8.5.7.1. Street asphalt improvements to 4100 West Street, typical of a 66-foot public ROW with a ten-foot pathway on the east side of the street, are made from the north property line of 698 South to 900 South Street to connect with the 900 South Street and street adjacent pathway.

- 8.5.7.2. The street labeled (B) shall follow the major residential cross section in Exhibit E with the ten foot pathway on the south side of the street.

8.5.8. Secondary Egress.

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

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

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

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

- 8.6.2.1. **Lawns.** No more than 20 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.
- 8.6.2.2. **Mulched Areas.** Mulched areas shall be mulched to a depth of at least four inches. Mulch may include organic materials such as wood chips, bark, and compost. It may also include inorganic materials such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.
- 8.6.2.3. **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.

8.7. Utilities.

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

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

- 8.7.2.1. **Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property

into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

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

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

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

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

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

8.8.1. Parks Financial Donation. Master Developer agrees to donate \$7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County,

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

- 8.9. 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. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (Exhibit C – Concept Plan) and as otherwise specified as follows.

- 8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (**

8.9.2. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, **Exhibit E – Street Cross Sections**). Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section** Error! Reference source not found. of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term “Park” being supplanted with the term “pathway” or “trailhead” as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

8.9.3. Pathway Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.

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

8.9.3.2. Pathway Trees. Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.4**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer’s responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

8.9.3.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner’s association. Refer to

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

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

8.9.3.7. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.3.6** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.10. Environmental and Air Quality Standards. The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.

8.10.1. Energy Efficiency. All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.

8.10.2. Reserved

8.11. Outdoor Lighting. Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.

9. Amendments, Modifications, and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

- 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
- 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 9.2.3. Planning Commission Review of Modification Applications.**
- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
- 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.
- 9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.
- 9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 9.4.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Division Director.
- 9.4.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 9.4.3. De Minimis Changes.** Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.



W3361705

ANNEXATION

E# 3361705 PG 1 OF 9

B RAHIMZADEGAN, WEBER CTY. RECORDER
19-MAR-25 134 PM FEE \$00 LC
REC FOR: CENTRAL WEBER SEWERANNEXATION TO: CENTRAL WEBER SEWERORDINANCE NO. 2025-01RECORDED FOR: CENTRAL WEBER SEWER

RECORDING FEE: NONE

SEC. 16 TOWNSHIP 6N RANGE 2WBOOK 99 PAGE 19

15-045-0025, 15-045-0004, 15-046-0066



**2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
1/6/2026**

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This document is a **Conditional Final Will Serve** letter from the Taylor West Weber Water District for the **Bitton Estates Subdivision**.

It outlines the specific requirements that must be met before the subdivision can be recorded and construction can begin. Below is a summary of the key details and obligations mentioned:

Project Overview

- **Subdivision Name:** Bitton Estates
- **Location:** Approx. 3600 W. 300 N., West Weber, UT
- **Total Scope:** 93 Lots across 5 Phases
- **Service Type:** Culinary water only (No outdoor/irrigation water provided by this District).

Financial Requirements

The District has established several fees, some already paid and others due at specific milestones:

| Fee Type | Amount / Status |
|------------------------------|--|
| Plan Review Fee | \$18,600 (Paid) |
| Total Water Right Impact Fee | \$713,622.00 (Breakdown below) |
| Individual Impact Fee | \$6,856.00 per lot (Includes meter; paid at building permit) |

Water Right Impact Fee Breakdown by Phase:

- **Phase 1 (59 lots):** \$462,678.00
- **Phase 2 (27 lots):** \$203,892.00 (Includes 1 existing connection)
- **Phase 3 (2 lots):** \$15,684.00
- **Phase 4 (4 lots):** \$23,526.00 (Includes 1 existing connection)
- **Phase 5 (1 lot):** \$7,842.00

Critical Conditions for Approval

To proceed to recording and building, the developer must satisfy these conditions:

1. **Secondary Water:** The subdivision **must** have a functional pressurized secondary water system for outdoor use. Verification of payment and water transfer to **Hooper Irrigation** is required.
2. **Executed Development Agreement:** The signed agreement must be fully executed before building lot approval.
3. **Plat Requirements:** A signature block for Taylor West Weber Water must be included on the plat sets for every phase.
4. **Inspections:** The District must be notified before any water line installation begins. All construction must pass inspections and follow District standards.
5. **Final Authorization:** **Final subdivision approval and recording** cannot occur until a representative from Taylor West Weber Water has signed the final Mylar.

Important Note

The District reserves the right to revise these requirements based on advice from their engineer or attorney. Additionally, impact fees are subject to change until the time building permits are requested.

Sincerely, 
Ryan Rogers-Manager
Taylor West Weber Water District



August 26, 2025

Weber County Planning Commission
2380 Washington Blvd #240
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – West Weber Unnamed Subdivision

There is a proposed subdivision located in West Weber relating to two separate but adjacent parcels: located at approximately 800 S 4100 W and 601 S 3600 W and consists of 93 building lots. The subdivision is in the boundaries of the Hooper Irrigation Company service area and Hooper Irrigation is willing and able to provide secondary pressurized water for the subdivision.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. There are sufficient shares affiliated with the property to connect to the secondary pressurized system for the proposed building lots, and the shares are in good standing.

Any private ditches, drains, or tailwater ditches, within the boundaries of the subdivision will need to be piped with a minimum of 18-inch RCP, according to Hooper Irrigation standards and specs, to ensure a continuation of water flow for irrigation users. Ditches should not be planned to be located underneath building structures. This project only is in consideration and guaranteed service, and the plan review is good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned into Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office. If you have questions, please call 801-985-8429.

Sincerely,

A handwritten signature in black ink that reads "Michelle Pinkston". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michelle Pinkston
Office Manager
Board Secretary