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LEANN H KILTS, WEBER CTY. RECORDER
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REC FOR: WEBER COUNTY PLANNING

W3303020

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Regal Smart Fields, LLC

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

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DEVELOPMENT AGREEMENT

Smart Fields Subdivision

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

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as Ogden. Key components of the Project include eighty-one (81) detached single-family residential dwellings;

WHEREAS, The Developer's objective is to develop eighty-one (81) single-family lots that complement the character of the community and is financially successful;

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

WHEREAS, The Project is currently zoned A-1 and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

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

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

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. Effective Date. The Effective Date of this Agreement is the latter of:

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

1.1.2. The recordation of this Agreement; or

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

1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s) with such approval not to be unreasonably withheld. After the expiration of this agreement, the use restrictions of Section 7 herein shall prevail as legislatively adopted land use restrictions. Typical legislative action shall be required to make changes thereto.

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

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

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

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

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

2.1. **Agreement.** "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.

2.2. **Code.** "Code" means the Weber County Code.

2.3. **County.** "County" means Weber County, Utah.

2.4. **Developer.** "Developer" means Regal Smart Fields, LLC or its Assignees as provided in Section 11 of this Agreement.

2.5. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.

2.6. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

2.7. **Parties.** "Parties" means the Developer and the County.

2.8. **Project.** "Project" means eighty-one (81) detached single-family residential dwellings together with any common areas to be developed on the Project Site.

2.9. **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.

2.10. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.

2.11. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.

2.12. Transferee. A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. **Project Description**. There shall be no more than 81 residential lots developed on 34.6637 acres (approximately 1,509,952 square feet). Developer shall be entitled to develop the Project in two or more phases. Lots Nos. 1 – 37 may be developed in the 1st Phase located on the east side of 4300 West Street and Lots Nos. 38 – 81 may be developed in the 2nd Phase located on the west side of 4300 West Street.

4. The owner shall enter into a Covenant Restricting Protest of Annexation

5. Project Location and Illustration.

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

6. Vesting.

6.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also include all of those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code.

6.2. Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

6.3. The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the

Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), it progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

6.4. The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project.

7. Development Standards and Use Restrictions.

7.1. Lot Development Standards. The use of the Project shall be limited to eighty-one (81) detached single-family residential lots. The proposed lots range in size from 6,630 square feet to 1.28 acres. The setbacks in this development are as follows: front/rear – 20 feet, side 10 feet and 5 feet, side-facing street – 15 feet.

7.2. Public Improvements Required

7.2.1. Street Right-of-way dedication

7.2.1.1. The 1700 South Street on the project site shall be stubbed to 1725 South Street to make a connection to Halcyon Estates to the east of the project site as depicted in the concept plan (**Attachment B**). The width of 1700 South Street right-of-way shall be 60' and the width of 1725 South Street right-of-way shall be 60' and each of them shall be dedicated to the County.

7.2.1.2. That portion of 1600 South Street or similar on the project site shall be dedicated as a 66' right-of-way as depicted on the concept plan (**Attachment B**). Dedication and subdivision improvements of 1600 South Street and 1700 South Street shall extend to the furthest west edge of the project site.

7.2.1.3. Any portion of the project site that includes 4300 West Street with its 80' right-of-way as depicted on the concept plan (Attachment B) shall be dedicated to the County.

7.2.1.4. Any portion of the project site that includes 4250 West Street with its 60' right-of-way, 4350 West Street with its 60' right-of-way and 4400 West with its 60' right-of-way, as depicted on the concept plan (Attachment B), shall be dedicated to the County.

7.2.2. Street Improvements. Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment C.**

7.2.2.1. 1600 South Street shall follow the 66-foot ROW standard.

7.2.2.2. 4300 West shall follow the 80-foot standard.

7.2.2.3. Other streets may follow the 60-foot standard

7.2.2.4. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies converge. The trees shall be of a species that are deep rooting and have a high likelihood of survival, given the unique characteristics of the soils.

7.2.3. Pathway improvements

7.2.3.1. A 15-foot wide public pathway access point shall be placed on the final

plat at the corner of 4400 West and 1700 South.

7.2.3.2. All pathway improvements shown on the concept plan shall be within the street right-of-way or 15' pathway right-of-way, including 10 feet of pavement and two-and-a-half-foot landscaped shoulder on either side.

7.2.3.3. The pathway design shall include drought-tolerant landscaping, as well as trees at regular intervals.

7.2.3.4. Fencing along a 15' dedicated pathway right-of-way shall be in accordance with section 106-2-4.030.

7.2.3.5. A push-button flashing sign shall be placed at the crossing of 4300 West Street and 1700 South Street.

7.2.4. Public Utility Providers

7.2.4.1. Sewer infrastructure shall be extended to the west edge of the development.

7.2.4.2. Taylor West Weber Water and Hooper Irrigation shall provide the culinary water and the secondary water, respectively, for this development.

7.2.4.3. All storm water shall be managed in designated detention basin facilities.

7.2.4.4. The County shall provide trash removal for the project, typical of other developments.

7.2.4.5. Dominion Energy shall provide natural gas for the project.

7.2.4.6. Rocky Mountain Power shall provide electricity for the project.

7.2.5. Landscaping

7.2.5.1. All lots within the development will implement water wise landscaping measures described in the Smart Fields Landscape Guide as shown in Exhibit E.

7.2.5.2. Each lot owner within the Smart Fields Development shall submit a landscape plan included with the building permit application for the primary structure.

7.2.5.3. Developer agrees to create a HOA. The association shall be given the responsibility and authority to review and approve all final landscape proposals and shall enforce the same. The HOA shall also be responsible for landscape maintenance along all 15' dedicated pathway easements.

7.3. Agriculture

7.3.1. Agricultural Uses

7.3.1.1. Agricultural uses stated and governed in the RE-15 Zone code of the Land Use Code of Weber County Utah are permitted within the Smart Fields Development on lots greater than 20,000 sq. ft. in area.

7.4. Parks and Open Space

7.4.1. Voluntary Contributions

7.4.1.1. The Parties agree that as part of the mutual consideration of this

agreement and the rezone to which it is linked, Developer will donate $2,000 per lot to the local park district before the final plat recordation. This monetary donation may be actual funds, in-kind contribution, or any other equitable arrangement as mutually agreeable by the park district and developer, as evidenced in writing to the County from the park district.

8. Amendments and Revisions.

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

8.1. Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

8.2. Authorized Changes, Enlargements, or Alterations. As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

8.2.1. Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

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

8.2.3. De Minimis Changes. Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are routine and uncontested.

10. OMITTED

11. General Provisions.

11.1. Assignability. The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.

11.1.1. Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land that is sold or conveyed to the assignee, if applicable, complies with County Laws.

11.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs,

successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

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

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

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

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

11.7. **Force Majeure Event.** County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The County shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.

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

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

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

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

11.12. **No Third Party Beneficiaries**. All bonds, including but not limited to performance, warranty, and

maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

12. Notices.

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

12.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows:

12.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

If to the County:

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

With copies to:

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

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

If to Developer:

Regal Smart Fields, LLC
7730 S Union Park Ave., Suite 500
Midvale, UT 84047

13. Default and Remedies.

13.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

13.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.

13.3. Dispute Resolution Process.

13.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.3.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being

discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATORIES

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

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: 10/17/2023

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CLERK | AUDITOR OFFICIAL SEAL WEBER COUNTY, UTAH

"Developer"
Regal Smart Fields, LLC,

By: _____

Print Name: _____

Title: _____

DATE: _____

Developer Acknowledgment

State of Utah)
)ss.
County of Davis)

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

_____ _____

My Commission Expires: Notary Public, residing in

"Owner"
Smart Fields Development, LLC,

By: _____

Print Name: RScott Priest

Title: mgr

DATE: 10/19/23

Owner Acknowledgment

State of Utah)
)ss.
County of Davis)

On the 19th day of October, 2023 personally appeared before me Scott Priest, who being by me duly sworn, did say that he is the Manager of Smart Fields Development, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

February 7, 2026
My Commission Expires:

John Newhall
Notary Public, residing in

JOHN NEWHALL
Notary Public - State of Utah
Commission Number: 722928
My Commission Expires on
February 7, 2026

Attachment A - Project Area Legal Description and Graphic Depiction

Reeve & Associates, Inc.

SMART FIELDS
WEBER COUNTY, UTAH
JOB NO. 6298-22
5-23-2023

PHASE 1

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 1316.31 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89°10'04" EAST 521.46 FEET; THENCE SOUTH 00°33'49" WEST 1069.09 FEET; THENCE NORTH 89°08'12" WEST 258.45 FEET; THENCE NORTH 00°30'34" EAST 175.00 FEET; THENCE NORTH 89°08'11" WEST 262.00 FEET; THENCE NORTH 00°30'34" EAST 893.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 511,014 SQUARE FEET OR 11.731 ACRES.

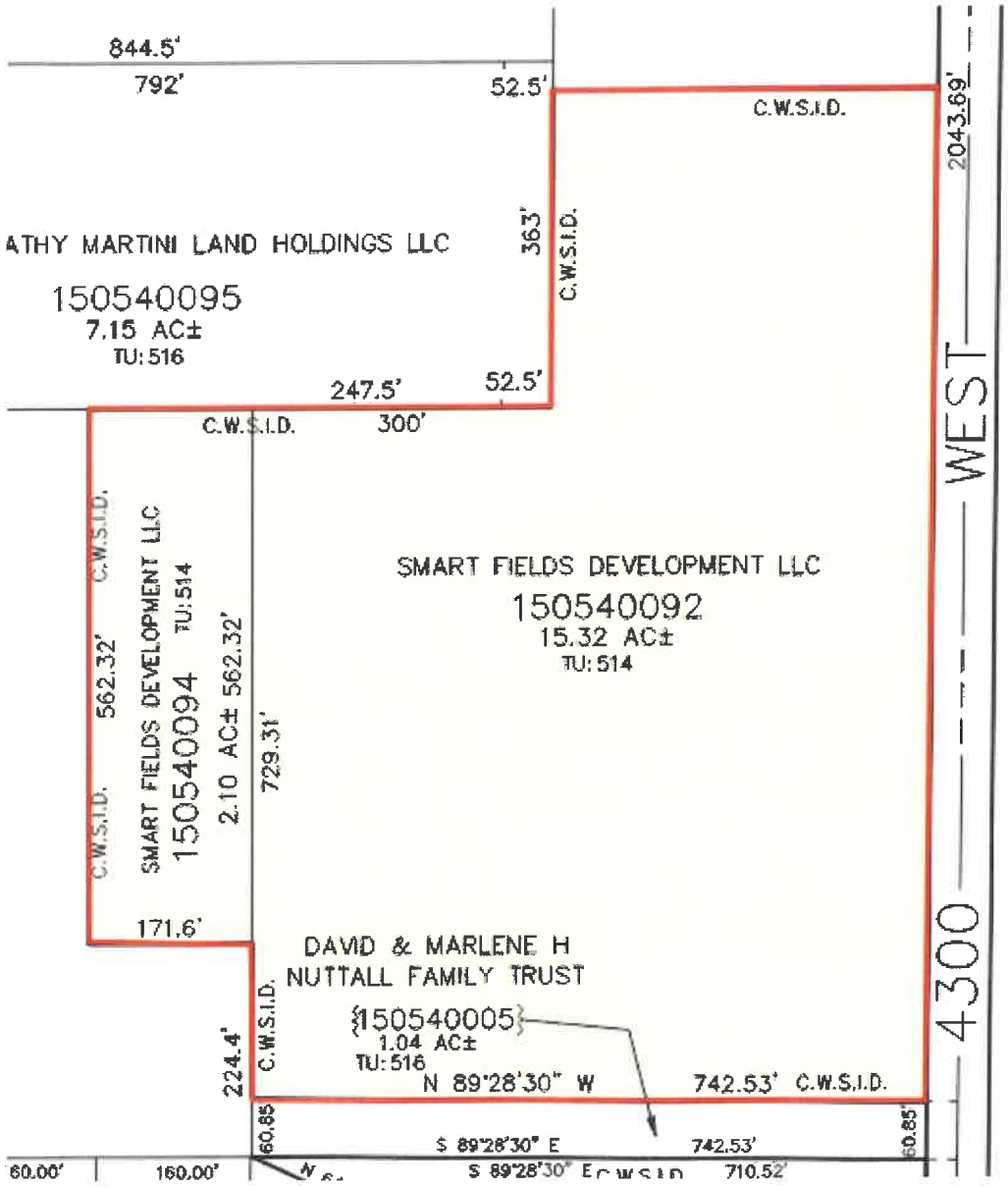
PHASE 2

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 989.98 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SECTION 20; THENCE SOUTH 00°30'34" WEST 1053.68 FEET; THENCE NORTH 88°57'43" WEST 742.53 FEET; THENCE NORTH 00°30'34" EAST 167.77 FEET; THENCE NORTH 89°03'22" WEST 168.69 FEET; THENCE NORTH 00°53'10" EAST 547.76 FEET; THENCE SOUTH 89°29'37" EAST 165.08 FEET; THENCE NORTH 00°30'34" EAST 12.50 FEET; THENCE SOUTH 88°48'42" EAST 289.41 FEET; THENCE NORTH 00°48'25" EAST 320.96 FEET; THENCE SOUTH 89°29'26" EAST 451.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 778,680 SQUARE FEET OR 17.876 ACRES.

Solutions You Can Build On™
Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com


844.5'
792'
52.5'
C.W.S.I.D.
2043.69'
363'
C.W.S.I.D.
ATHY MARTINI LAND HOLDINGS LLC
150540095
7.15 AC±
TU: 516
247.5'
52.5'
C.W.S.I.D.
300'
SMART FIELDS DEVELOPMENT LLC
150540092
15.32 AC±
TU: 514
C.W.S.I.D.
562.32'
C.W.S.I.D.
SMART FIELDS DEVELOPMENT LLC
150540094
TU: 514
2.10 AC± 562.32'
729.31'
171.6'
DAVID & MARLENE H
NUTTALL FAMILY TRUST
150540005
1.04 AC±
TU: 516
224.4'
C.W.S.I.D.
N 89°28'30" W
742.53'
C.W.S.I.D.
60.85'
S 89°28'30" E
742.53'
60.85'
60.00'
160.00'
S 89°28'30" E C.W.S.I.D.
710.52'
WEST
4300

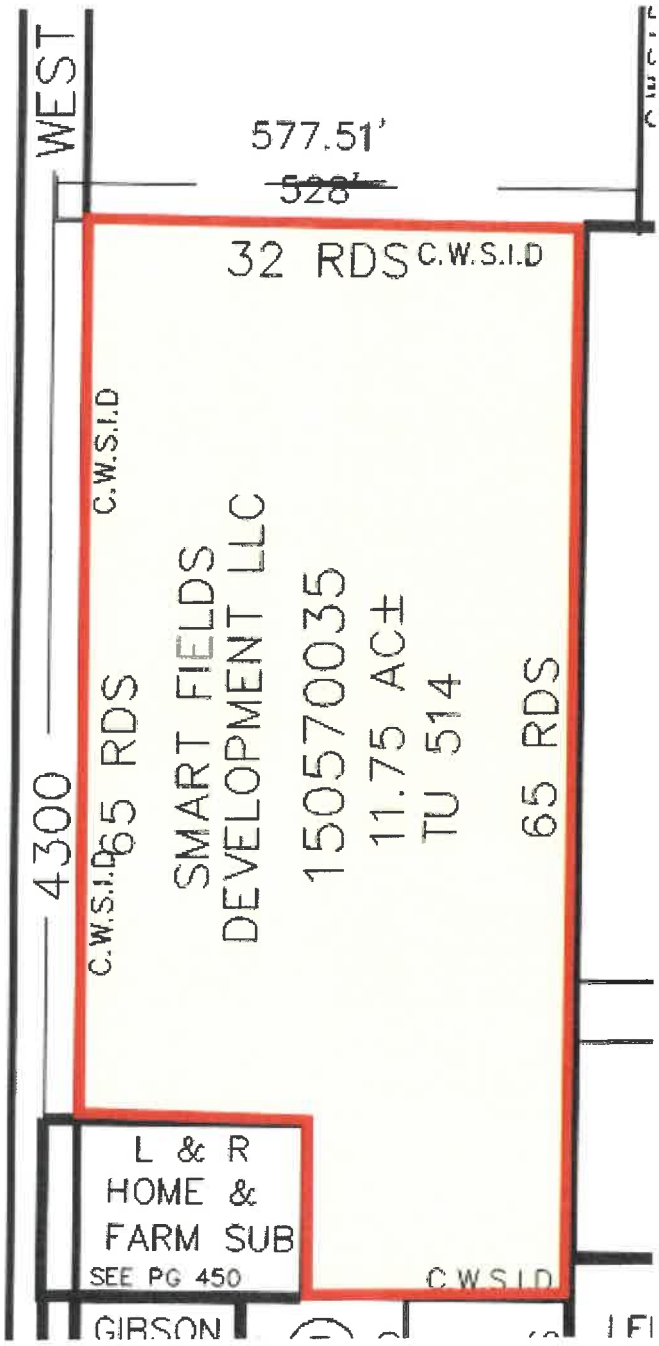
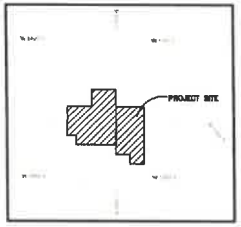
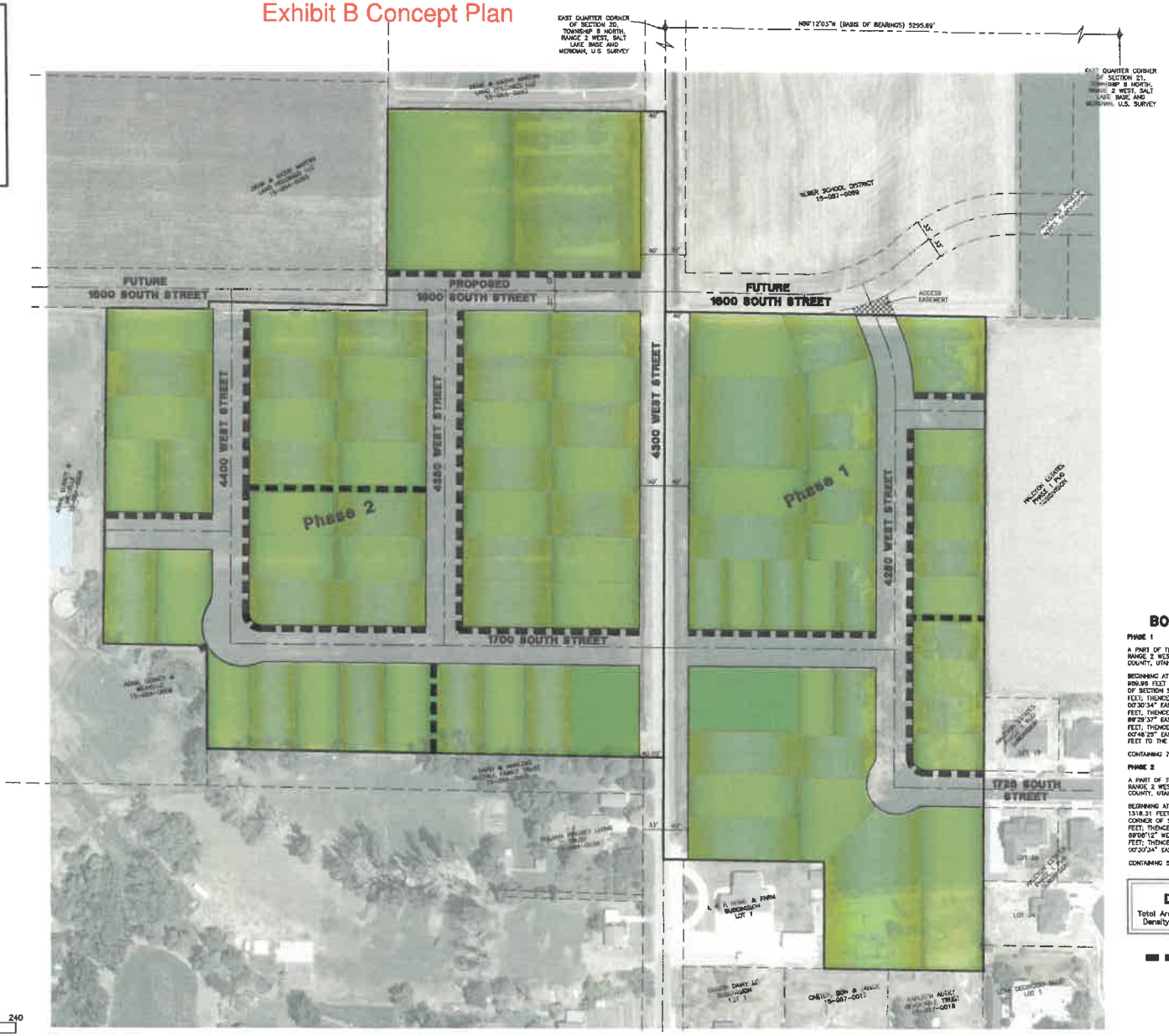

WEST
577.51'
528'
32 RDS
C.W.S.I.D
C.W.S.I.D
4300
65 RDS
C.W.S.I.D
SMART FIELDS
DEVELOPMENT LLC
15057003 5
11.75 AC±
TU 514
65 RDS
L & R
HOME &
FARM SUB
SEE PG 450
C.W.S.I.D
GIBSON

Exhibit B Concept Plan



VICINITY MAP
NO SCALE



BOUNDARY DESCRIPTION

PHASE 1

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 856.99 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SECTION SECTION 20; THENCE SOUTH 00°30'34" WEST 1053.88 FEET; THENCE NORTH 88°57'43" WEST 742.53 FEET; THENCE NORTH 00°30'34" EAST 187.77 FEET; THENCE NORTH 89°03'22" WEST 168.69 FEET; THENCE NORTH 00°53'10" EAST 547.76 FEET; THENCE SOUTH 89°29'37" EAST 185.08 FEET; THENCE NORTH 00°30'34" EAST 12.50 FEET; THENCE SOUTH 88°48'42" EAST 289.41 FEET; THENCE NORTH 00°48'25" EAST 320.98 FEET; THENCE SOUTH 89°29'28" EAST 451.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 778,880 SQUARE FEET OR 17.878 ACRES.

PHASE 2

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 1318.31 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89°10'04" EAST 321.46 FEET; THENCE SOUTH 00°33'48" WEST 1069.09 FEET; THENCE NORTH 89°08'12" WEST 236.45 FEET; THENCE NORTH 00°30'34" EAST 175.00 FEET; THENCE NORTH 89°08'11" WEST 282.00 FEET; THENCE NORTH 00°30'34" EAST 893.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 511,014 SQUARE FEET OR 11.731 ACRES.

Density Calculations
Total Area.....29.61 ac. (1,289,694 s.f.)
Density...1,289,694 s.f./15,000 s.f. = 85.98 Lots

■ ■ - LOCATION OF PROPOSED 10' PATHWAY

Developer:
Pat Burns
Lync Development
1407 N Mtn. Rd
Ogden, UT. 84404
(801) 710-2234

80 0 80 160 240
Scale: 1" = 80'

Smart Fields Subdivision

Weber County, Utah

Revised: June 29, 2023

Reeve & Associates, Inc.
5160 S. 1500 W., RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666
LAND PLANNING • CIVIL ENGINEERING • LAND SURVEYING
SURVEYING • ENGINEERING • SPECIAL INSPECTION • PROJECT MANAGEMENT

REVISIONS
DATE | DESCRIPTION

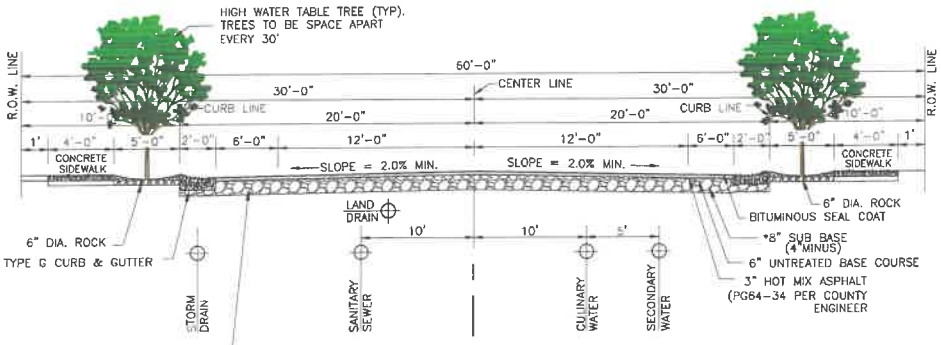
Smart Fields Subdivision
PART OF THE EAST HALF OF SECTION 20 & THE SW OF SECTION 21
T.8N., R.2W., S.L.B & M., U.S. SURVEY
WEBER COUNTY, UTAH

Zoning Exhibit

Project Info.
Engineer: N. Reeve
Planner: C. Cave
Designer: E. Roche
Date: 3-21-23
Name: SMART FIELDS SUBDIVISION
Number: 6298-22

Sheet 1 of 1 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., 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.

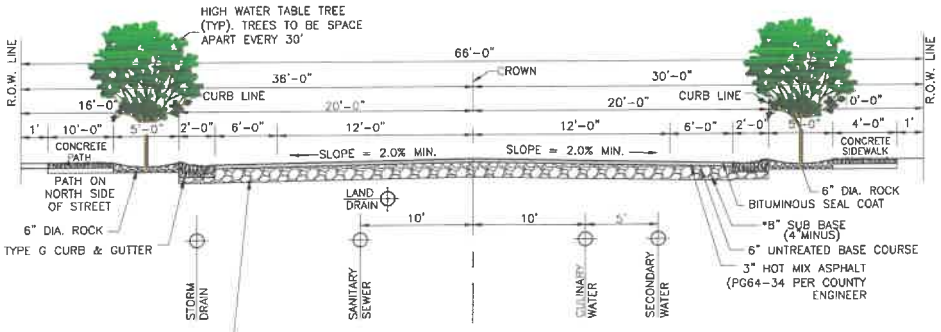


PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER WHEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER

Street Section (60' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

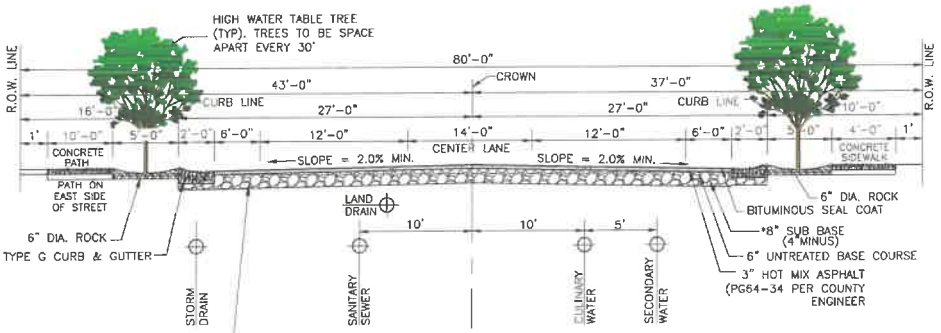


PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER WHEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER

Street Section (66' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.



PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER WHEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER

Street Section (80' R.O.W.)

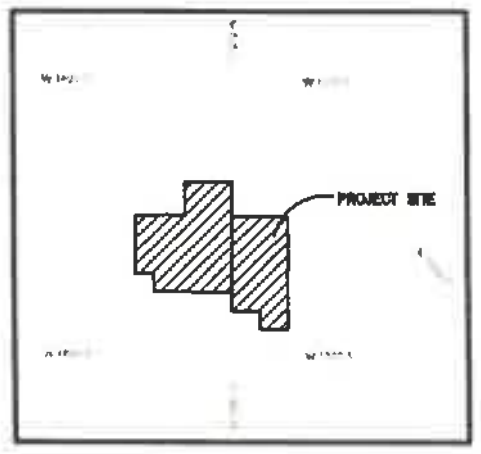
SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

STREET SECTION NOTES

- STREETS HEADING IN A EAST/WEST DIRECTION WILL HAVE A 10' PATH ON THE NORTH SIDE OF THE STREET
- STREETS HEADING IN A NORTH/SOUTH DIRECTION WILL HAVE A 10' PATH ON THE EAST SIDE OF THE STREET.

Exhibit D Pathway Plan





Smart Fields Subdivision

Weber County, Utah

BOUNDARY DESCRIPTION

PHASE 1

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 869.95 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SECTION SECTION 20; THENCE SOUTH 00°30'34" WEST 1053.86 FEET; THENCE NORTH 88°57'43" WEST 742.53 FEET; THENCE NORTH 00°30'34" EAST 187.77 FEET; THENCE NORTH 89°03'22" WEST 166.69 FEET; THENCE NORTH 00°53'10" EAST 547.76 FEET; THENCE SOUTH 89°29'37" EAST 165.08 FEET; THENCE NORTH 00°30'34" EAST 12.50 FEET; THENCE SOUTH 88°46'42" EAST 289.41 FEET; THENCE NORTH 00°48'29" EAST 320.98 FEET; THENCE SOUTH 89°29'28" EAST 451.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 778,860 SQUARE FEET OR 17.876 ACRES.

PHASE 2

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 1316.31 FEET SOUTH 00°30'34" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89°10'04" EAST 521.48 FEET; THENCE SOUTH 00°33'49" WEST 1069.09 FEET; THENCE NORTH 89°08'12" WEST 258.45 FEET; THENCE NORTH 00°30'34" EAST 175.00 FEET; THENCE NORTH 89°08'11" WEST 262.00 FEET; THENCE NORTH 00°30'34" EAST 893.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 511,014 SQUARE FEET OR 11.731 ACRES.

Density Calculations

Total Area..................29.61 ac. (1,289,694 s.f.)
Density...1,289,694 s.f./15,000 s.f. = 85.98 Lots

— LOCATION OF PROPOSED 10' PATHWAY

Developer:
Pat Burns
Lync Development
1407 N Mtn. Rd
Ogden, UT. 84404
(801) 710-2234

Revised: June 29, 2023

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

Smart Fields Subdivision
PART OF THE EAST HALF OF SECTION 20 & THE SW OF SECTION 21
T.6N., R.2W., S.L.B & M., U.S. SURVEY
WEBER COUNTY, UTAH

Zoning Exhibit

REVISIONS	
DATE	DESCRIPTION

Project Info.
Engineer: N. Reeve
Planner: C. Cave
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Date: 3-21-23
Name: SMART FIELDS SUBDIVISION
Number: 6298-22

Sheet 1 of 1 Sheets

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Water Wise Landscape Guideline

Smart Field Development

Weber County, Utah

September 19, 2023

The developer of phases one and two of the Smart Field Development has created this landscape guideline with the intention of providing the lot owners information for water-wise landscaping. If any of the terms contained herein is ambiguous, then the information set forth on USU Extension's Center for Water-Efficient Landscaping website as it exists as of the date above shall be used for clarification purposes. https://extension.usu.edu/cwel/principles

Planning and Design

It is recommended that the residential landscaping is done in a manner that meets the needs of each homeowner, while implementing the latest water conservation practices. The first principle is to begin with a plot plan, drawn on graph paper, that maps out the existing features within the lot in relation to the property lines. Your map should also contain depictions of existing features that you intend to incorporate into your design and existing features that will be removed. When organizing your plantings, careful consideration should be given to the effect of the sun, soil conditions and other natural factors.

The shade trees should be placed on the buildings' south, east and west sides. Evergreens, if any, should be planted on the north side of the buildings.

The location of each plant is best accomplished by placing the largest trees first and then working down to the smallest plants. Consider hiring a professional landscaper who possesses experience in water conservation design for the plant selections and irrigation system.

Soil Preparation

Soils can be improved by tilling organic matter, such as compost, into the soil up to 6 inches deep. This may best be done prior to other landscaping activities. A soil test may help identify additives that will help to improve your specific soil type. Knowing your soil type will also help in choosing plants that will best thrive in that soil.

Plant Selection

Plants are best selected by using the "Salt Lake City Plant List & Hydrozone Schedule." https://extension.usu.edu/cwel/files/2013_SLCPlantList_ver2-1.pdf . The Weber Basin Conservancy Garden Plant List may also be used as well asthe USU Extension's Center for Water-Efficient Landscaping website and the Weber Basin Water Conservancy Garden Plant list. https://www.weberbasin.com/Conservation/PlantInfo

A well-balanced mix of plantings for your property may be designed with 25% native plants, 25% low water adapted plants, 25% medium water plants, 25% lawn areas, or high-water use plants. These percentages are guidelines only and there may be substantial variations to this mix by homeowners.

Point source drip irrigation can be used to adjust the amount of water delivered to each plant if mixing plants with different water needs.

Practical Turf Areas

Turf grasses should only be used in practical areas, with a maximum of 50 percent of any lot landscaped with turf grass. Turf grass areas can be minimized by increasing the sizes of shrub beds and using hardscapes such as patios, pathways, sports courts appropriate gravel areas, and structures. Turf shall not be used in areas smaller than 4 feet in width.

Mulch

Mulch may be installed at a minimum depth of 3 inches to maximize moisture and weed suppression. Mulch should be replenished on a regular basis to maintain the depth. Mulch may include organic materials such as wood, bark, and compost. It may also include inorganic mulches such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.

Efficient Irrigation

Irrigation systems shall include a smart controller that will automatically adjust irrigation amounts based on weather data such as the Rainbird ESP controller or Orbit B-hyve smart controller. Irrigation controllers that use soil moisture sensing capabilities such Hunter Soil-Clik may also be used.

Turf areas shall be irrigated by sprinkler heads that provide head-to-head coverage and matched precipitation rates. If a combination of sprinkler heads is used, they must be separated by zone to allow for proper adjustments to irrigation times. Spray, rotor, or rotary heads must be separated by irrigation valves and operated by separate clock stations. Nozzles that provide a lower precipitation rate are required.

Shrub beds shall be watered with drip irrigation 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.

Landscape Maintenance

Landscaped areas shall be regularly maintained to avoid weed infestations, excessive pest damage or overgrowth of plant materials. Irrigation systems shall be checked, adjusted, and repaired on a regular basis to limit overwatering or under-watering.

Use pre-emergent herbicides such as Preen or Barricade in the spring and fall to reduce weed growth in shrub beds.

Other

To view lot owner responsibilities, please see the Smart Fields CC&Rs.

On behalf of the Smart Fields HOA, thank you for conserving water through water-wise landscaping.

Once hired, the HOA Property Manager's contact information shall be inserted here.