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REC FOR: WEBER COUNTY PLANNING

# DEVELOPMENT AGREEMENT

**Between**

**WEBER COUNTY, UTAH**

**and**

**Heritage Land Development, LLC**

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## DEVELOPMENT AGREEMENT

### Taylor Landing Subdivision Phase 6

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Heritage Land Development, L.L.C. (“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 identified in the general plan as West-Central Weber; and

**WHEREAS,** The Developer's objective is to develop a residential subdivision that supports the directives of the general plan, compliments character of the community, and is financially successful; and

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

**WHEREAS,** The general plan advocates, and the Board of County Commissioners hereby further affirm, that new development in the area resulting from a rezone should not only compensate for its impacts on the character of the community and the existing residents, it should also enhance and benefit the existing and future community using smart growth principles such as expansion of parks and open space areas, street and pathway connectivity, and other smart growth principles specified in the plan; and

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

**WHEREAS,** The Board of County Commissioners desire to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein, as well as rezoning the open space adjacent to the Project, which Developer owns and has offered for donation to the Taylor West Weber Park District, to the O-1 zone as generally depicted in **Exhibit E**: Associated Rezone Area; 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 **Exhibit A**: Project Area Legal Description and illustrated in **Exhibit B**: Project Area Graphic Representation. A concept plan showing the general location and layout of the Project is contained in **Exhibit C**: Taylor Landing Phase 6 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 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).

**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 12** 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.** **County Laws.** “County Laws” means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.

**2.5.** **Developer.** "Developer" means Heritage Land Development, L.L.C. or its Assignees as provided in **Section 10.1** or **10.2** of this Agreement.

**2.6.** **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** of this Agreement.

**2.7.** **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.

**2.8.** **Park District.** “Park District” means the Taylor West Weber Parks District.

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

**2.10.** **Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.

**2.11.** **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in **Exhibit A:** Project Area Legal Description and **Exhibit B**: Project Area Graphic Representation.

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

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

**2.14.** **Transferee.** A party to which the Project is transferred or assigned in part or in whole. “Assignee” shall also mean the same.

## 3. Conflicting Provisions

Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Exhibits. In the event of a conflict between the County’s laws and this Agreement, the more specific provisions of this Agreement and its Exhibits shall control. In the event of a conflict between the Exhibits of this Agreement and the main body of this Agreement, the main body shall control.

## 4. Project Description.

A residential subdivision within the R1-15 zone that complies with the requirements of Code **Section 106-2-4.030 "Connectivity-Incentivized Subdivision,"** as illustrated in **Exhibit C** and **Exhibit D.**

## 5. Restriction on Right to Protest Annexation.

If a city or district attempts to annex the Property, Developer, on behalf of itself and any successive property owner within the Project, hereby waives the right to protest the annexation, and agrees that any filed protest is void, and agrees to support the annexation unless County agrees, in writing, with and to the protest. If more than one municipality or district is available into which the entire Project can be annexed, Developer may choose which municipality or district the entire project will join.

## 6. Project Location and Illustration.

The Project is located on property as described in **Exhibit A**, and illustrated in **Exhibit B**. The Parties acknowledge that this Agreement pertains to the development of Phase 6 of Taylor Landing, as further described herein. However, in exchange for the right to develop Phase 6, Developer agrees to provide certain improvements or betterments within Phases 1-5 as specified in this agreement. Developer agrees that prior to any building permits being issued in Phase 6, all provisions of this agreement pertaining to Phases 1-5 shall first be completed.

## 7. Vested Rights and Reserved Legislative Powers.

**7.1.** **Vested Rights**. Developer shall have the vested right to develop and construct the Taylor Landing Phase 6 in accordance with the R1-15 zone, development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

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

**7.2.1.** Future laws that Developer agrees in writing to the application thereof to the Project;

**7.2.2.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulation affecting the Project;

**7.2.3.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

**7.2.4.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

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

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

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

## 8. Development Standards and Requirements.

**8.1.** **Project Density.** In exchange for the benefits offered by the developer in this Agreement, County agrees to allow no more than 135 total dwelling units within the proposed Taylor Landing Phases 4-6.

**8.2.** **Connectivity Incentivized.** For Phase 6, Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in **Section 106-2-4.030** of the Code as it was written prior to the adoption of **Ordinance 2024-21**. The County hereby agrees to allow the flexible lot standards as provided by that former section of Code. The County also agrees that the conceptual street and pathway layout illustrated in **Exhibit C** satisfactorily complies with that code section. County agrees that Phases 4 and 5 may be platted as previously approved by the Land Use Authority as long as

the street and pathway connections illustrated in **Exhibit D** are provided. County also agrees that Phases 4 and 5 may be replatted in whole or in part in a manner that allows Developer to benefit from the same flexible lot standards, provided, however, the replatting shall also provide for the street and pathway connectivity as specified in this Agreement.

**8.3.** **Lot Development Standards.** All lots within Phases 4-6 shall comply with the minimum lot standards of the R1-15 zone as provided in **Exhibit H,** as the standards existed prior to the adoption of Ordinance 2024-21, adopted November 5, 2024, and street connectivity incentivized subdivision standards. The county further agrees that the minimum lot width may be reduced from 60 feet to 50 feet.

**8.4.** **Phases 1-5 Connectivity Retrofit.** Developer agrees to retrofit the previously approved Taylor Landing Phases 1-5 with the following street and pathway connections as generally depicted in **Exhibit D**:

**8.4.1.** Rather than ending in a culdesac, the western end of 1920 South Street shall stub to the property to the south.

**8.4.2.** A pathway connection from the Park District property to 4140 West Street between lots 140 and 141, and provides a street crossing of 4140 West Street to connect to the sidewalk of 1920 South Street.

**8.4.3.** A pathway connection running southward or westward somewhere between lots 98 and 103, stubbing to the subdivision boundary and connecting to an existing pathway/sidewalk at the eastern edge of the Sunset Equestrian Cluster subdivision.

**8.4.4.** A pathway between lots 90 and 91, and 79 and 80, and street crossings of 4140 West Street and 4190 West Street to connect to the existing sidewalks of 2025 South Street on either side.

**8.4.5.** A pathway within an existing open space area between lots 9 and 10.

**8.4.6.** To enhance the security of the pathway by ensuring easy viewing of the use thereof, where the pathway runs between lots Developer agrees to install either a fence no taller than four feet on both sides of the pathway, or a fence no taller than six feet that has no less than 30 percent openings distributed evenly (for example, if a slatted wood fence, every third slat will be missing). It shall be prohibited for future lot owners to install a fence that violates this standard.

**8.5.** **Street Right-of-way dedication and Improvements.**

**8.5.1.** **1800 North Street (Minor Collector).** Developer agrees to provide at least a 40-foot wide half-width public street right-of-way for the project's frontage along 1800 South Street, including across the parcels to be dedicated to the Park District.

**8.5.2.** **3900 West Street (Major Residential).** Developer agrees to provide at least a 66-foot wide public street right-of-way for the 3900 West Street through Phase 6. Developer shall construct this segment of 3900 West Street to the 66-foot wide cross section provided in **Exhibit F**. Developer also agrees to extend 3900

West Street from Phase 6 southward to intersect with 2200 South Street. Developer shall construct this segment of 3900 West Street to the same cross section, but is not required to dedicate or install improvements behind the curb on the eastern edge of the street, provided however, that its construction shall be in a manner that creates no unreasonable hardship for completion of the remaining 66-foot wide cross section at some future time.

**8.5.3. 4140 West Street.** Developer agrees to provide at least a 66-foot wide public street right-of-way for the 4140 West Street. Developer shall construct 4140 West Street to the 66-foot wide cross section provided in **Exhibit F** but need not install the 10 foot pathway if not desired. Any difference if not installing the 10 foot pathway shall be provided in wider park strips.

**8.5.4. Limited-Streets (Minor Residential).** Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector streets.

**8.5.5. Street Fencing along Rear-Facing or Side-Facing Lots.** Developer agrees to install a wall or fence along 1800 South Street where the rear or side of a lot abuts or is otherwise adjacent to and visible from these streets. The fence or wall shall match the fence or wall that will be constructed in the adjoining Winston Park Subdivision, as provided in the approved Winston Park development agreement, Weber County Recorder's Office Entry #3347179, or as otherwise agreed upon by the Planning Director, the Winston Park developer, and this Developer, in accordance with the flexibility provided in the Winston Park development agreement.

**8.5.6. Street Landscaping.**

**8.5.6.1. Street Trees.** All streets shall be lined with shade trees in the parkstrip.

**8.5.6.1.1. Tree Intervals.** Except as provided herein or when otherwise prohibited by Code, the trees shall be planted in intervals and of a species such that the average mature crown of one tree, will converge with the crown of the next tree.

**8.5.6.1.2. Tree Variety.** At least two different tree varieties shall be use and dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

**8.5.6.1.3. Driveways and Clearview Triangles.** Reasonable openings in the tree canopy shall be expected for driveway locations and intersection clear-view triangles.

**8.5.6.1.4. Irrigation.** Each street tree shall be given an irrigation mechanism tied either to a homeowner's association

master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Alternative irrigation mechanisms may be approved by the Planning Director as long as their use is in the best interest of the tree's health and longevity. Watering shall be done in a manner that encourages deep roots.

**8.5.6.1.5. Tree Size.** No tree with a caliper less than two inches shall be planted.

**8.5.6.2. Street Tree Installation and Maintenance Alternatives.** Developer has the following two options, or some combination if mutually agreeable by the Developer and Planning Director:

**8.5.6.2.1.** Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the adjoining owner is responsible for the tree's health. Developer shall protect the base (root area) of the tree from compacted soils; or

**8.5.6.2.2.** At Developer's expense, County shall contract with an arborist, botanist, landscape architect, urban forester, or similar professional to install the trees. Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable replacement costs related to average rates of failure to establish within one year. Developer agrees to periodically increase the escrow or reimburse the County if requested by the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of the trees. For this alternative, County agrees to waive the required warranty period for the trees.

**8.5.6.2.2.1.** 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.

**8.5.6.2.2.2.** If no appropriate and operating irrigation mechanism is provided, 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 Developer.

**8.5.6.2.2.3.** 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 county code.

**8.5.6.3. Park Strip Landscaping.** Except within the dripline of a tree (root area), Developer shall place four-inch plus angular rock, 8-inches deep, in each park strip with a weed barrier beneath. Drip irrigated plantings may also be placed in the park strip by the Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

**8.5.6.4. 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. County agrees that no landscaping is required in addition to that specified in this agreement or by current County Code.

**8.5.6.5. Public Landscaping Completion Collateral.** Developer agrees to provide a financial guarantee for all required landscaping improvements within the project's public rights-of-way in accordance with Title 106, Chapter 4 of the Code. Developer further agrees that required landscaping shall be installed before a certificate of occupancy is given for any building on the lot fronting those improvements. County agrees that Developer's financial guarantee for required landscaping improvements is not required until either the project enters conditional acceptance or the County starts issuing building permits in the Project, whichever occurs first. However, at all times during the term of this agreement, the amount of the financial guarantee held by the County for all project improvements must equal at least 110 percent of the then-current cost to complete and warrant the installation of all required landscaping improvements that have not yet been completed.

**8.6. Non-Public Landscaping**

**8.6.1. Water-wise landscaping.** All lots within the development will implement one of

the following two water wise landscaping measures. This requirement shall be satisfied prior to any dwelling unit receiving a final certificate of occupancy.

**8.6.1.1. Smart Controller.** A smart watering controller shall be installed and prewired for at least six irrigation zones. A smart water controller, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller, is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions.

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

**8.7. Public Utilities.** Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the property and within any right-of-way adjacent to the property. High voltage power transmission lines are exempt from this requirement.

**8.8. Parks, Open Space, and Trails**

In consideration of the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

**8.8.1. Parks and Open Space:**

**8.8.1.1. Park Dedication.** Developer agrees to dedicate the park and open space area (the "Park"), as represented in **Exhibit B** to the Park District with the first subdivision plat recorded for Phase 6. The dedicated Park area shall be no less than 21 acres.

**8.8.1.2. Park Irrigation.** Developer agrees to transfer the onsite wells and associated water rights to the Park District. This transfer shall occur prior to the acceptance of any building permit application. No building permit or land use permit shall be issued or is valid until this transfer has occurred.

**8.8.2. Trails, Sidewalks, and Pathways:**

**8.8.2.1. Pathways**

**8.8.2.1.1. Pathway Width.** Unless specified in this Agreement otherwise, all pathways shall be at least 10 feet wide.

**8.8.2.1.2. Street-Adjacent Pathways.** Due to the frequent driveway crossing, the 3900 West street-adjacent pathway shall be constructed of six-inch thick concrete. All other pathways may be asphalt provided they are bordered on both sides by a six-inch wide and 12-inch thick concrete ribbon.

**8.8.2.1.3. 3900 West Street Pathway.** Developer agrees to provide three pathway connections from the 3900 West Street

adjacent pathway to the Park, as shown on **Exhibit D.**

**8.8.2.1.4. Non-Street Adjacent Pathway Landscaping.** For pathways that are not adjacent to a street, Developer shall place three-to-four-inch angular rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.

**8.8.2.1.5. Pathway Street Crossings.** Wherever a pathway intersects with a street, Developer agrees to install crosswalk signage and zebra-style crosswalk paint on the street, and to repaint after the street is sealed. Crosswalks shall be at least 10 feet wide. Developer also agrees to install or cause to be installed the following:

**8.8.2.1.5.1.** On 1800 South Street, a user-activated rapid flashing beacon on both sides of the street as well as crosswalk signage in advance of the crosswalk on each side; if no public power exists in the street right-of-way, the beacon shall be battery powered and solar charged, but prewired to eventually connect to permanent public power; and

**8.8.2.1.5.2.** For other street crossings, either the rapid flashing beacon as provided above, or a curb extension bulb-out on both sides of the street to be developed by Developer that constrains the street's asphalt to no more than 26 feet and provides an ADA compliant pedestrian ramp on both sides within clear visibility of vehicle traffic, and with advanced crossing signage as prescribed by the County Engineer.

**8.9. Environmental and Air Quality Standards.**

**8.9.1. Energy Efficiency.** Developer further agrees that all buildings will be designed to have an HVAC system that is at least 95% efficient.

**8.10. Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be

governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code.

## 9. 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.

**9.1. 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.

**9.2. 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.

**9.2.1. 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.

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

**9.2.3. 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. General Provisions.

**10.1. Assignability.** 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 entire Project Site or entire Project and its entire rights and obligations under this Agreement to another entity at any time. A partial assignment of the Project Site or Project is allowed but shall not relieve Developer from its rights and obligations under this Agreement.

**10.2. 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.

**10.3. 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.

**10.4. 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.

**10.5. 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.

**10.6. 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.

**10.7. 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.

**10.8. 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.

**10.9. 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

**10.10. 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.

**10.11. 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.

**10.12. 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.

## 11. Notices.

**11.1. 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.

**11.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.

**11.3. 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:**

Heritage Land Development, LLC
470 N 2450 W
Tremonton, UT 84337

## 12. Default and Remedies.

**12.1. 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.

**12.2. 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.

**12.3. Dispute Resolution Process.**

**12.3.1. 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.

**12.3.2. 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.

## 13. Entire Agreement.

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

**14. 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.

**15. Counterparts.**

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

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

(Signatures on following pages)

**SIGNATURES**

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

By: _____ DATE: 02/25/2025

Sharon Bolos, Chair
Weber County Commission

COMMISSION APPROVAL DATE: 02/25/2025

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

FOX

**"Developer and Owner"**

**Heritage Land Development, LLC**

By: _____

Print Name: L Boyd Cook

Title: CFO

**DATE:** 6/23/2025

**Developer Acknowledgment**

State of Utah )
)ss.
County of Davis )

DAINA CORDOVA
Notary Public - State of Utah
Comm. No. 737630
My Commission Expires on
Jun 10, 2028

On the 23rd day of June, 2025 personally appeared before me Loyal Boyd Cook, who being by me duly sworn, did say that he is the CFO of Heritage Land 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.

6·10·2028
My Commission Expires:

Daina Cordova
Notary Public, residing in

## Exhibit A – Project Area Legal Description

### Taylor Landing Phase 6 Legal Description

Taylor Landing Phase 6 Legal Descriptions

Parcel 158570029

Open Space 4A as shown on Taylor Landing Phase 4 recorded in the Weber County Recorder's Office under Entry No. 3350420 on December 10, 2024

Less: Commencing at the North Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence N 89º07'58" W 74.33 feet along the north line of the Northwest Quarter of said Section 28; thence S 00°52'02" W 150.00 feet to the POINT OF BEGINNING and running

thence S 33°02'57" W 168.48 feet;

thence N 00°42'57" E 142.59 feet;

thence S 89°07'58" E 90.11 feet to the point of beginning.

Parcel 15-078-0189

THE WEST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTEROF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKEMERIDIAN, CONTAINING 29 ACRES. LESS AND EXFEPTING: PART OF THE EAST HALF OF THENORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2WEST, OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28,TOWNSHIP 6NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN,MONUMENTED WITH A BRASS CAP, THENCE SOUTH 89D13'14" EAST2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OFSECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28, THENCENORTH 00D42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THENORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNEROF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAIDSECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE

NORTH00D42'57" EAST 1.96 FEET, THENCE NORTH 89D13'14" WEST 164.84FEET, THENCE NORTH 00D42'57" EAST 1175.87 FEET, THENCE SOUTH89D07'58" EAST 90.11 FEET, THENCE NORTH 00D52'02" EAST 150.00FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAIDSECTION 28, THENCE SOUTH 89D07'58" EAST 74.33 FEET ALONG SAIDNORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 28,THENCE SOUTH 89D15'08" EAST 333.86 FEET ALONG THE NORTH LINETO THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH00D37'17" EAST 1328.06 FEET TO THE SOUTH LINE OF THE NORTHWESTQUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCENORTH 89D14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THEPOINT OF BEGINNING.

## Exhibit B – Project Area Graphic Representation



**Donated Open Space Property Description:**

**Parcel 157980030**

ALL OF OPEN SPACE B, TAYLOR LANDING PHASE 1A, 1ST AMENDMENT,WEBER COUNTY, UTAH.

**Parcel 157920021**

ALL OF OPEN SPACE 2A, TAYLOR LANDING PHASE 2, A CLUSTER SUBDIVISION, WEBER COUNTY, UTAH.

**Parcel 158250036**

Open Space Phase 3 as shown on Sheet 2 of Taylor Landing Phase 3 recorded in the Weber County Recorder's Office under Entry No. 3294250 on August 11, 2023

Less: Commencing at the North Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence N 89º07'58" W 74.33 feet along the north line of the Northwest Quarter of said Section 28; thence S 00°52'02" W 150.00 feet; thence S 33°02'57" W 168.48 feet to the POINT OF BEGINNING and running

thence N 89°07'58" W 380.27 feet;

thence N 00°52'02" E 122.59 feet;

thence S 89°07'58" E 180.00 feet;

thence N 00°52'02" E 20.00 feet;

thence S 89°07'58" E 199.89 feet;

thence S 00°42'57" W 142.59 feet to the point of beginning.

**Exhibit C – Taylor Landing Phase 6 Concept Plan**

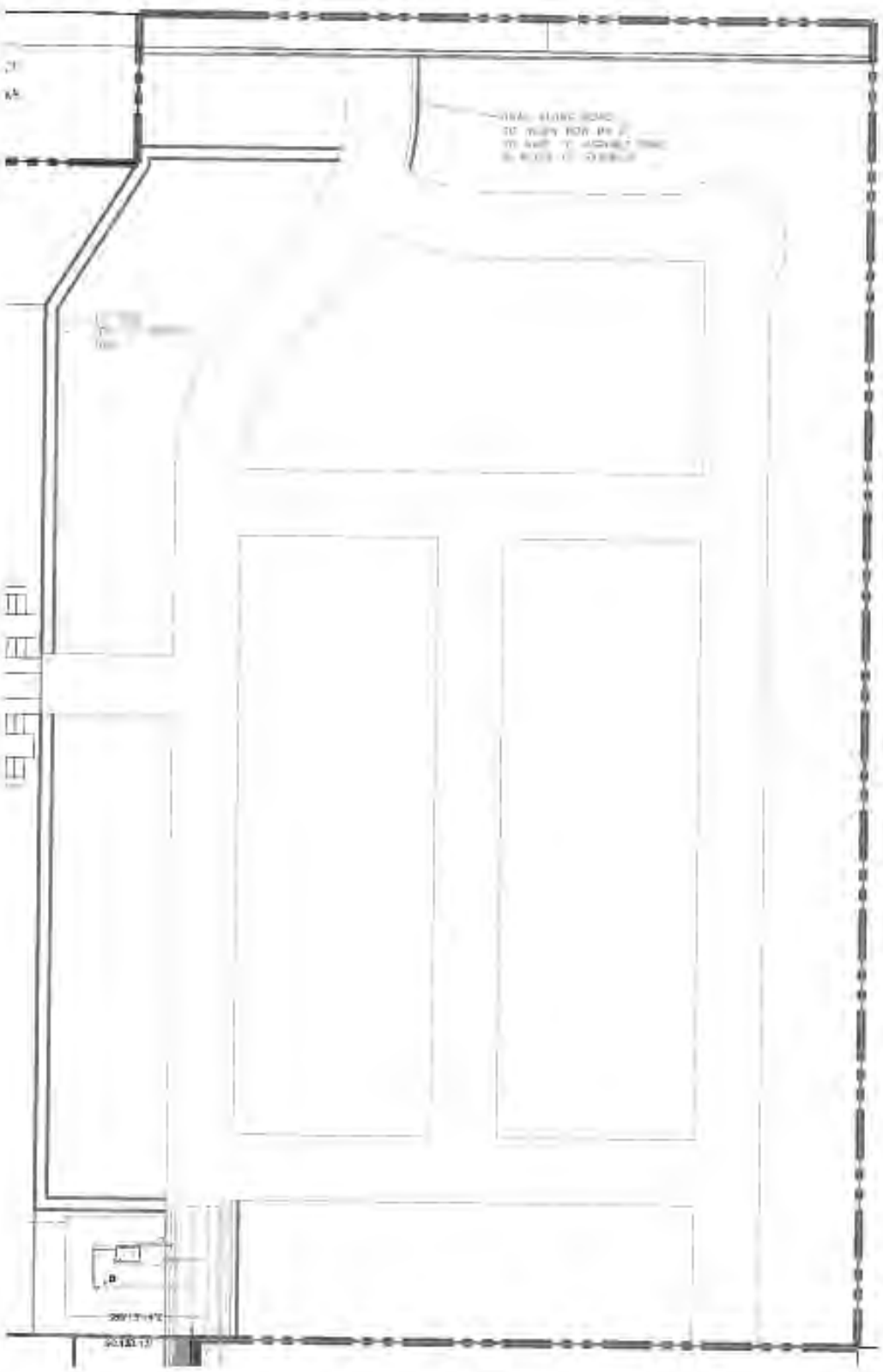
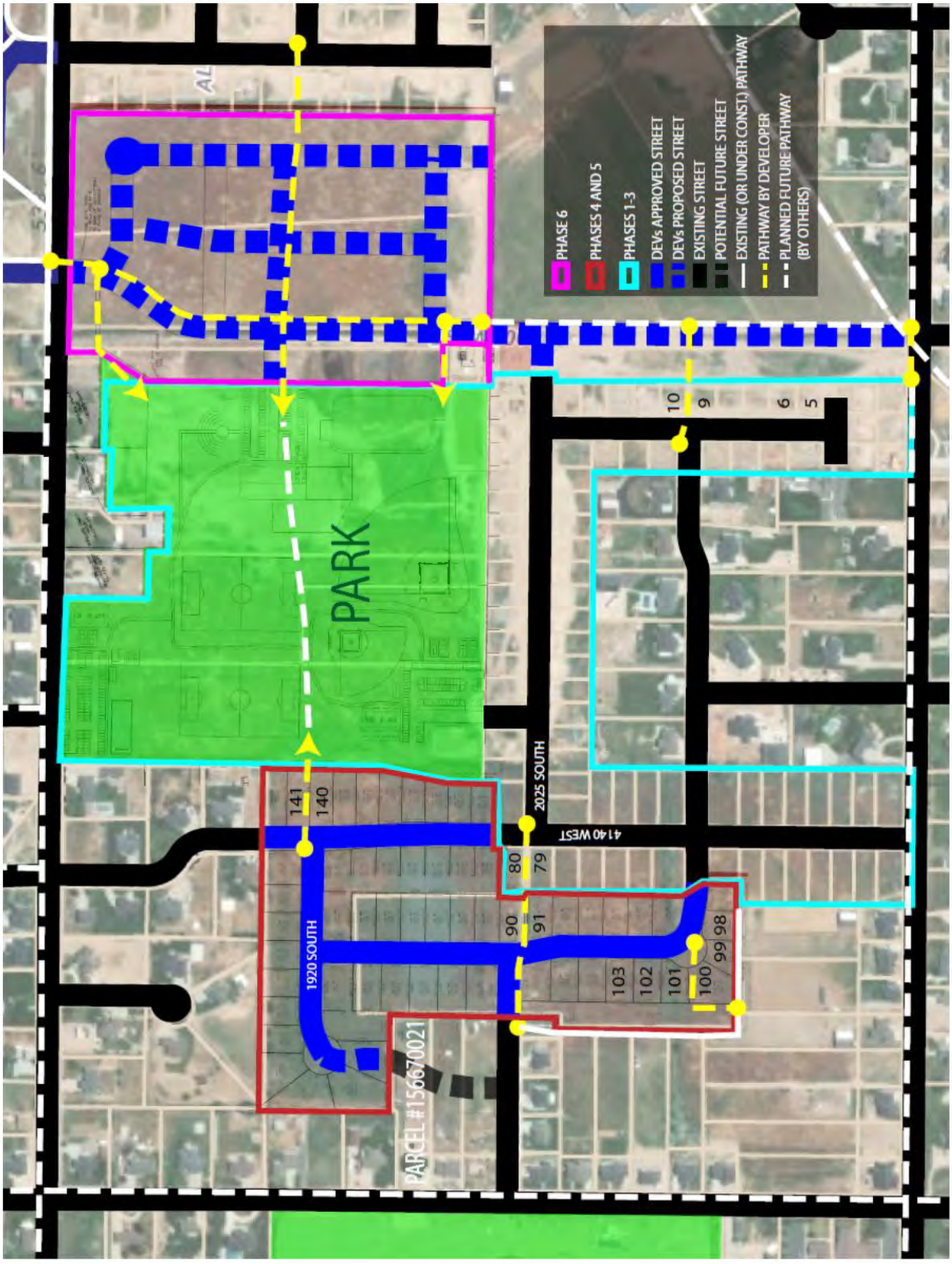
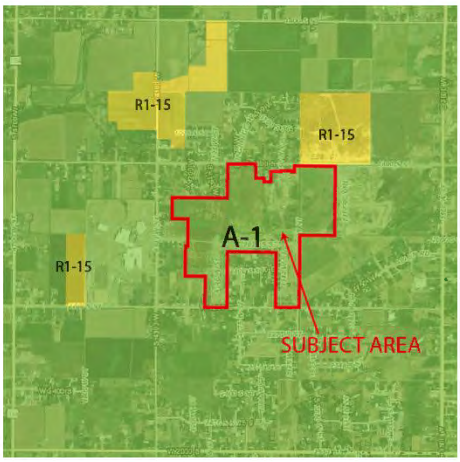


**Exhibit D – Connectivity Requirements**

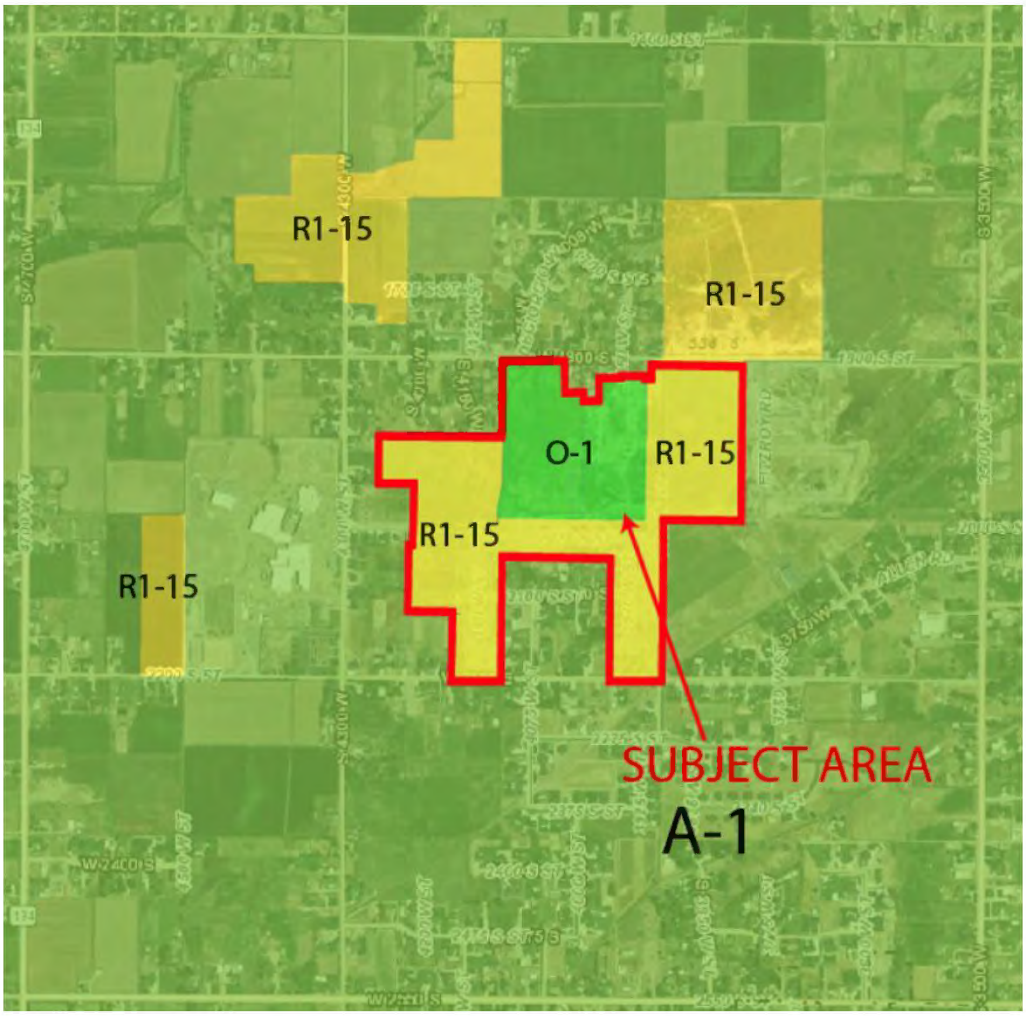


## Exhibit E – Associated Rezone Area

Pre Rezone Map:

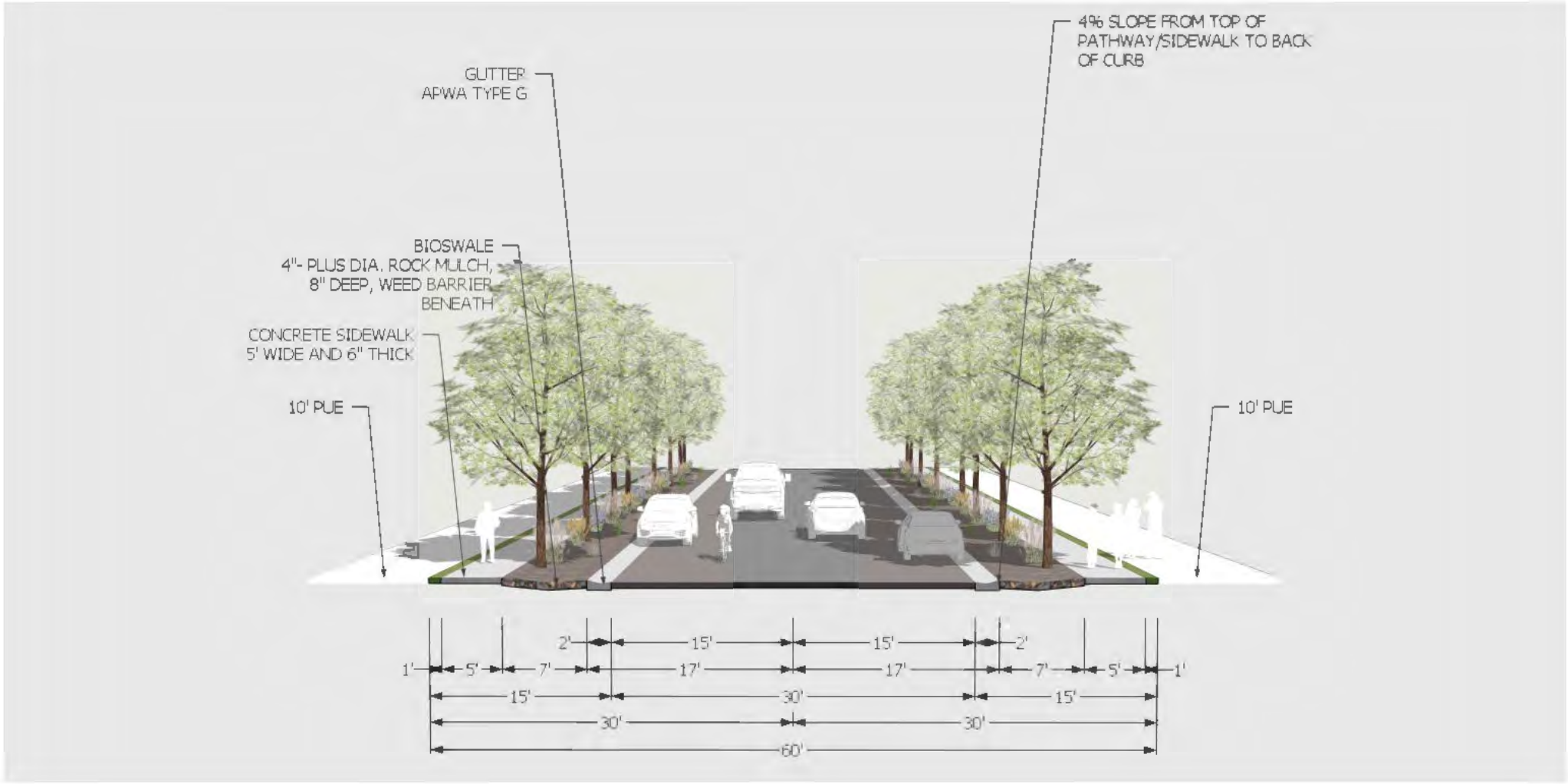



Post Rezone Map:

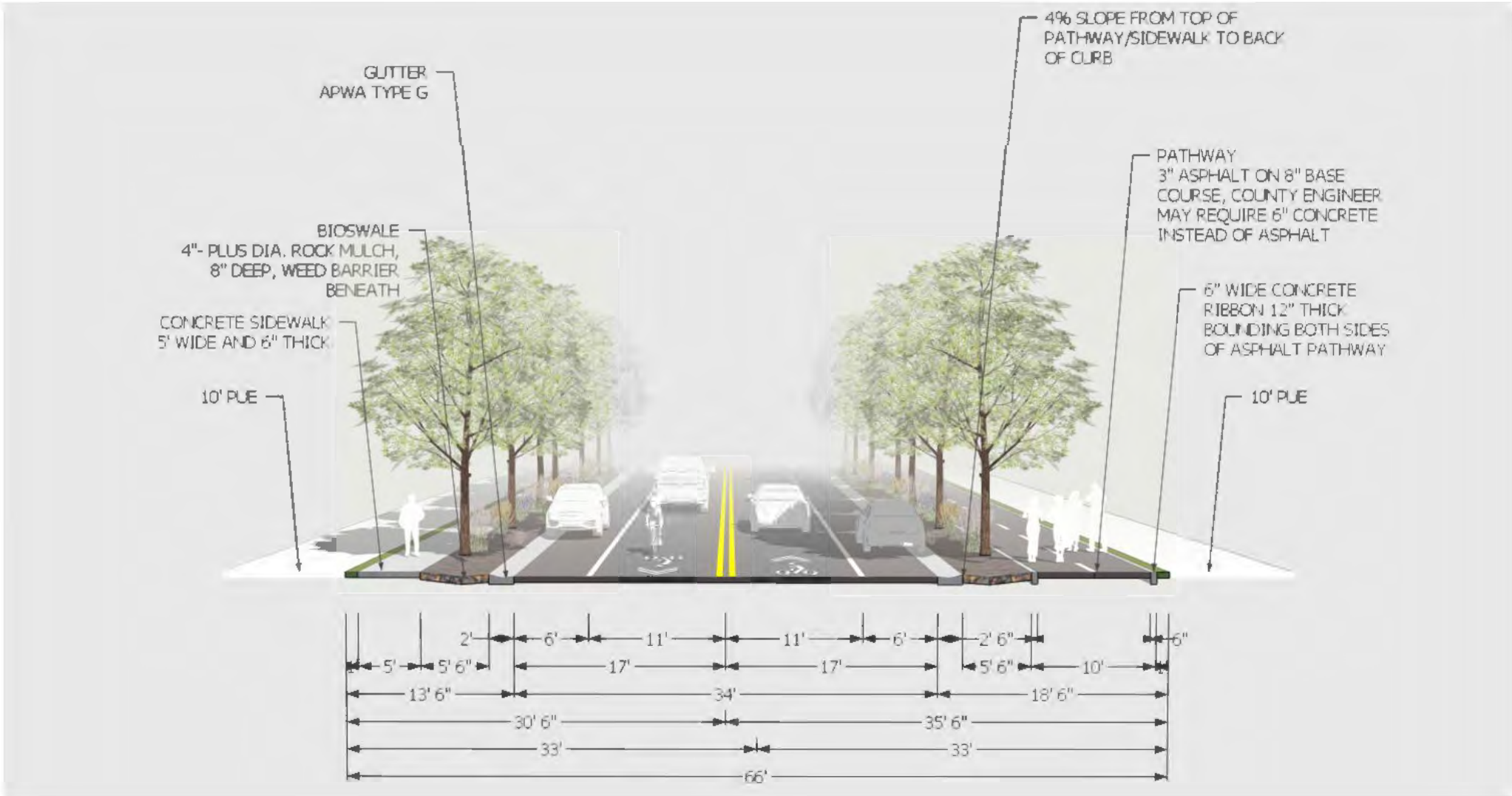


## Exhibit F – Street Cross Sections

MINOR RESIDENTIAL STREETS



MAJOR RESIDENTIAL STREET – 3900 WEST



MINOR COLLECTOR STREET – 1800 SOUTH AND 2200 SOUTH



## Exhibit G –Waterwise Yard Landscape Plan Requirements

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

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

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

**Exhibit H – Land Use Code Chapter 104-12 "Residential Zones R1, R2, and R3, and Section 106-2-4.030 "Connectivity-Incentivized Subdivision,"**

ON FOLLOWING PAGES

**Chapter 104-12 Residential Zones R1, R2, R3**

Sec 104-12-1 Purpose And Intent
Sec 104-12-2 (Reserved)
Sec 104-12-3 Land Use Table
Sec 104-12-4 (Reserved)
Sec 104-12-5 Site Development Standards

HISTORY
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 104-12-1 Purpose And Intent

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

(b) The purpose of the R2 Zone classification is to accommodate a need for moderate density residential districts incorporating both Single-Family Dwellings and Two-Family Dwellings. Any R-2 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R2 zone.

(c) The purpose of the R3 Zone classification is to provide residential areas that will accommodate the development of dwelling types from Single-Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses. Any R-3 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R3 zone.

(Ord. of 1956, § 10-1; Ord. No. 7-78; Ord. No. 2009-15)

HISTORY
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 104-12-2 (Reserved)

(Ord. of 1956, § 10-2; Ord. No. 96-35; Ord. No. 99-25; Ord. No. 2006-24; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY
*Amended by Ord. 2020-27 on 12/22/2020*
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 104-12-3 Land Use Table

Sec 104-12-3.010 Accessory Uses
Sec 104-12-3.020 Non-Animal Agricultural Uses
Sec 104-12-3.030 (Reserved)
Sec 104-12-3.040 Commercial Uses
Sec 104-12-3.050 Institutional Or Governmental Uses
Sec 104-12-3.060 Residential Uses
Sec 104-12-3.070 Utility Uses

The following tables display the uses permitted, conditionally permitted, or not permitted in the these Residential Zones. The letter "P" indicates a permitted use in the zone. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4, in the zone. The letter "N" indicates a use that is prohibited in the zone. A use listed is a main use, unless specifically listed as an accessory use.

***Editors Note:*** *The subsections within this section have been renumbered to better fit codification conventions.*

(Ord. of 1956, § 10-3; Ord. No. 3-72; Ord. No. 16-86; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-42; Ord. No. 2009-15; Ord. No. 2010-20)

HISTORY
*Amended by Ord. 2021-6 on 3/23/2021*
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 104-12-3.010 Accessory Uses

| ACCESSORY USES<br>An accessory use is prohibited unless located on the same Lot or Parcel as the main use to which it is accessory. | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Accessory building,*** when accessory and incidental to the use of a main building and when not otherwise specified in this table. | P | P | P | P | P | |
| ***Accessory Dwelling Unit.*** | P | P | P | P | P | See Title 108, Chapter 19. This use is only allowed when accessory to one Single-Family Dwelling per Lot. |
| ***Accessory use,*** when accessory and incidental to a permitted or conditional use and when not otherwise specified in this table. | P | P | P | P | P | |
| ***Cemetery accessory use,*** including but not limited to a mortuary, crematory, staff housing, service shop and chapel. | N | N | N | P | P | |
| ***Home occupation,*** when accessory to a residential use. | P | P | P | P | P | See Title 108, Chapter 13. |
| ***Household pets,*** when accessory to a residential use. | P | P | P | P | P | |
| ***Main building,*** which is accessory to, and designed or used to accommodate, a main use. | P | P | P | P | P | |
| ***Parking lot,*** when accessory to a main use allowed in the zone. | P | P | P | P | P | |
| ***Temporary building or use,*** accessory and incidental to onsite construction work typical for the area. | P | P | P | P | P | The building or use shall be removed upon completion or abandonment of the construction work. |

## Sec 104-12-3.020 Non-Animal Agricultural Uses

| NON-ANIMAL AGRICULTURAL USES | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Agriculture, limited.*** | P | P | P | P | P | Limited to noncommercial crop production in private or community gardens no greater than one acre. |

**Sec 104-12-3.030 (Reserved)**

**Sec 104-12-3.040 Commercial Uses**

| COMMERCIAL USES. The following are uses that typically generate customer-oriented traffic to the Lot or Parcel. | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Child day care.*** | C | C | C | C | C | |

**Sec 104-12-3.050 Institutional Or Governmental Uses**

| INSTITUTIONAL OR GOVERNMENTAL USES | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Cemetery.*** | P | P | P | P | P | At least half an acre devoted to the cemetery shall be provided. |
| ***Church, synagogue,*** or similar building used for regular religious worship. | P | P | P | P | P | |
| ***Convalescent*** or rest home. | N | N | N | P | P | |
| ***Private park, playground or recreation area.*** Fees collected, if any, shall be devoted to operations and maintenance of the park. No commercial venture allowed. | C | C | C | C | C | A private park and related infrastructure approved as part of a subdivision or development agreement shall be a permitted use provided compliance with the standards of Title 108, Chapter 4. |
| ***Public building.*** A building used by a governmental agency, or a nonprofit entity that provides typical governmental or government-sponsored functions. | P | P | P | P | P | |

| | | | | | | |
|---|---|---|---|---|---|---|
| ***Public park, recreation grounds and associated buildings.*** | P | P | P | P | P | |
| ***Public school,*** or private educational institution having a curriculum similar to that ordinarily given in public schools. | P | P | P | P | P | |

**Sec 104-12-3.060 Residential Uses**

| .RESIDENTIAL USES | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Dwelling, Group*** | N | N | N | P | P | See Section 108-7-11. No more than 24 Dwelling units allowed per Lot. |
| ***Dwelling, Single-Family.*** A Single-Family Dwelling, as defined by Title 101, Chapter 2. | P | P | P | P | P | |
| ***Dwelling, Two-Family.*** A Two-Family Dwelling, as defined by Title 101, Chapter 2 | N | N | N | P | P | |
| ***Dwelling, Three-Family.*** A Three-Family Dwelling, as defined by Title 101, Chapter 2. | N | N | N | N | P | |
| ***Dwelling, Four-Family.*** A Four-Family Dwelling, as defined by Title 101, Chapter 2. | N | N | N | N | P | |
| ***Dwelling, Multi-Family.*** A Multi-Family Dwelling, as defined by Title 101, Chapter 2. | N | N | N | N | P | |
| ***Residential facility for elderly persons.*** | P | P | P | P | P | See Section 108-7-15. |
| ***Residential facility for handicapped persons.*** | P | P | P | P | P | See Section 108-7-13. |
| ***Residential facility for troubled youth.*** | P | P | P | P | P | See Section 108-7-14. |
| ***Short-term rental. A short-term rental.*** | N | N | N | N | N | See Section 108-7-11. |

**Sec 104-12-3.070 Utility Uses**

| UTILITY USES. | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Public utility substations.*** | C | C | C | C | C | |
| ***Water storage reservoir,*** when developed by a utility service provider. | C | C | C | C | C | See Title 108, Chapter 10. |

## Sec 104-12-4 (Reserved)

(Ord. of 1956, § 10-4; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2013-29, 10-29-2013)

HISTORY
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 104-12-5 Site Development Standards

The following site development standards apply to the Residential Zones R1, R2, and R3, unless specified otherwise in this Land Use Code.

(1) ***Lot area:***

| LOT AREA | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Single-Family Dwelling.*** The minimum Lot Area for a Single-Family Dwelling shall be: | 15,000 square feet | 12,000 square feet | 10,000 square feet | 6,000 square feet | 3,000 square feet | See alternative Lot area allowances elsewhere in this Land Use Code for cluster subdivisions, lot-averaged subdivisions, and connectivity incentivized subdivisions |
| ***Non-Single-Family Dwelling.*** The minimum Lot Area for all Dwellings other than a Single-Family Dwelling: | NA | NA | NA | 9,000 square feet | 8,000 square feet | A development with multiple Dwellings per Lot shall provide the minimum Lot area per building. An additional 2,000 square feet of Lot area is required for each Dwelling Unit in excess of two per building. |
| ***Other main building.*** The minimum Lot Area for a main building other than a Dwelling: | 15,000 square feet | 12,000 square feet | 10,000 square feet | 9,000 square feet | 8,000 square feet | |

(2) ***Lot width:***

| LOT WIDTH | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***All buildings.*** The minimum Lot Width for all buildings: | 80 feet | 70 feet | 60 feet | 50 feet | 50 feet | Unless located at least 30 feet behind the front-most part of the Dwelling, one or more front-facing garage door(s) shall have a cumulative width no greater than 18 percent of the width of the Lot. |

(3) ***Yard setback:***

a. Front yard setback:

| FRONT YARD SETBACK | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Dwellings other than multi-family Dwellings.*** The minimum Front Yard Setback for Dwellings other than multi-family Dwellings: | 20 feet, except 15 feet if the Lot's only vehicle access is over a side or rear Lot Line adjacent to an Alley[1] | | | | | No parking area, pad, or driveway within the front setback shall be less than 20 feet deep when measured from the Front Lot Line. |
| ***Multi-Family Dwelling.*** The minimum Front Yard Setback for a Multi-Family Dwelling | N/A | | | | 15 feet | Parking shall be located on the opposite side of the building than the Public Street on which the building fronts; if a Corner Lot, the predominant Public Street. |

[1] *To qualify for the reduced setback, the Alley shall first comply with Section 106-2-2.100.*

b. Side yard setback:

| SIDE YARD SETBACK | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Dwellings other than multi-family Dwellings.*** The minimum Side Yard Setback for Dwellings other than multi-family Dwellings: | 5 feet on one side, 10 feet on the other | | | 5 feet | | Both sides may be 5 feet if the Lot's only vehicle access is over a side or rear Lot Line adjacent to an Alley[1]. No parking area, pad, or driveway shall be provided within the 15-foot front setback. |

| | | |
|---|---|---|
| ***Multi-Family Dwelling.*** The minimum Side Yard Setback for a Multi-Family Dwelling: | N/A | 8 feet[2] |
| ***Other main building.*** The minimum Side Yard Setback for other main building: | 20 feet | |
| ***Corner lot.*** The minimum Side Yard Setback for side fronting street on Corner Lot: | 15 feet | |
| ***Accessory building.*** The minimum Side Yard Setback for an accessory building: | Same as main building, except 1 foot if located at least 6 feet in rear of main building. | If an accessory building greater than 1000 square feet, see Section 108-7-16 for side setback requirements. |

[1] *To qualify for the reduced setback, the Alley shall first comply with Section 106-2-2.100.*
[2] *This shall be increased to 18 feet for a side adjacent to a Lot that has an existing Single-, Two-, Three-, or Four-Family Dwelling.*

c. Rear yard setback:

| REAR YARD SETBACK | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***Main building.*** The minimum Rear Yard Setback for a main building: | 30 feet | | | 20 feet | | |
| ***Accessory building.*** The minimum Rear Yard Setback for an accessory building: | 1 foot, except 10 feet when on a corner Lot and adjacent to the adjoining Lot's front-yard. | | | | | The entrance of an Alley-facing garage, carport, or similar shall be setback from the Alley right-of-way no less than 15 feet. |

(4) ***Building height:***

| BUILDING HEIGHT | | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|---|
| | | R1-15 | R1-12 | R1-10 | | | |
| ***Main building.*** Building height for a main building | Minimum: | 1 story | | | | | |
| | Maximum: | 35 feet | | | | | |
| ***Accessory building.*** Maximum building height for an accessory building | | 25 feet | | | | | See Section 108-7-16 for an accessory buildings over 1,000 sq. ft. |

(5) ***Lot coverage:***

| LOT COVERAGE | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***All buildings.*** Maximum Lot coverage by buildings: | N/A | | | 40 percent | | |

(6) ***Floor to area ratio:***

| FLOOR/AREA RATIO | R1 | | | R2 | R3 | SPECIAL REGULATIONS |
|---|---|---|---|---|---|---|
| | R1-15 | R1-12 | R1-10 | | | |
| ***All buildings.*** Maximum ratio of total building floor-area to Lot area: | N/A | | | 1:1 | | |

(Ord. of 1956, § 10-5; Ord. No. 2009-15)

HISTORY
*Amended by Ord. 2023-10 on 5/16/2023*

## Sec 106-2-4.030 Connectivity-Incentivized Subdivision

(a) ***Intent.*** The intent of this section is to provide efficient, convenient, logical, and frequent street and pathway connections to, within, through, and out of a proposed subdivision in a manner that other provisions of this Land Use Code do not. In exchange for providing the additional infrastructure, the applicant may use the acreage otherwise occupied by streets and pathways as credit toward creating Lots.

(b) ***Voluntary compliance.*** The provisions of this section offer a voluntary alternative to traditional and typical Lot development standards otherwise set forth in the applicable zone. An applicant shall not be allowed to use this section unless the applicant volunteers to comply with all provisions herein. Applying for a connectivity-incentivized subdivision constitutes the applicant's agreement to be governed by this section, and constitutes the applicant's acknowledgement that the discretionary authority this section offers to the Land Use Authority may result in a decision contrary to the applicant's initial intent. The applicant accepts all risk, including lost time and money, for voluntarily applying for subdivision review under these provisions. Otherwise, the applicant shall use other development types authorized by this Land Use Code to subdivide their land.

(c) ***Maximum allowed density.*** If the applicant provides a street and pathway layout that complies with this section and is approved at the discretion of the Land Use Authority after receiving a favorable recommendation from staff, the applicant may use the Base Density calculation, as defined in Section 101-2-3, to compute the maximum allowed Lots in the subdivision. Further, when calculating the Base Density, the area of the subdivision proposed to be occupied by public improvements is not required to be omitted from the net developable acreage.

(d) ***Allowed zones.*** A connectivity-incentivized subdivision is allowed only in the following zones: S-1, F-5, AV-3, FV-3, A-3, A-2, A-1, RE-20, RE-15, R1-15, R1-12, R1-10, R2, R3, FR-3, and CVR-1

(1) Unless excepted in Subsection (d)(2) of this section, at no time shall the Lot Area and Lot Width of any residential Lot be less than provided in this table:

| S-1 | F-5 | AV-3 | FV-3 | A-3 | A-2 | A-1 | RE-20 | RE-15 | FR-3 | R1 | R2 | R3 | CVR-1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| Reduced minimum Lot area:<br>Reduced minimum Lot width: | 50-percent of the zone's minimum. | 80-percent of the zone's minimum. | 6000[1] square feet<br>60 feet | 80-percent of the zone's minimum. | No minimum. |

[1]*Each Lot adjacent to a Lot in another subdivision, including across a street, shall be no smaller than the lesser of: 80 percent of the square footage specified for the maximum allowed density; or the actual Lot area of the Lot or Lots to which it is adjacent.*

(2) The following are exceptions to the Lot Area and Lot Width provisions of Subsection (d)(1) of this section:

a. A lot in a cluster subdivision shall not be reduced to less than 90 percent of the lot area and lot width standards of the cluster subdivision ordinance.

b. A pre-existing nonconforming lot of record that is smaller than fifty-percent of the lot area or lot width may continue with smaller dimensions as long it is not made more nonconforming.

(e) ***Public street layout.*** Nothing here shall waive the minimum street or pathway requirements as provided elsewhere in this Land Use Code. A subdivision shall be designed in a manner that prioritizes circulation efficiencies both within the subdivision and to adjacent neighborhoods. Priority shall be given to both vehicular and pedestrian connectivity. To this end, a connectivity incentivized subdivision is only allowed if it meets the following minimum standards.

(1) ***Street-Block.*** A Street-Block shall have a length of no greater than 660 feet. The Land Use Authority may, but is not obligated to, approve an exception to this rule if a Street-Block cannot be formed as a result of one or more of the following. However, in each case the applicant shall provide a Street-Block or a connection that will help form a future Street-Block as near as is otherwise reasonably practicable:

a. The adjacent area to which a street could otherwise be extended is built-out such that no reasonable street connection can be made thereto;

b. The adjacent area to which a street could otherwise be extended has characteristics that significantly reduce the likelihood the Street-Block will be needed, as determined by the Land Use Authority. These characteristics include, but are not limited to, sensitive lands such as geologic hazards, riverways, floodplains, wetlands, and slopes on which no reasonable street configuration can be created that complies with allowed street grades;

c. The adjacent area to which a street could otherwise be extended has culturally or locally important lands that can, are, or will be permanently preserved in a manner that benefits the general public. The Land Use Authority may require the applicant to secure the permanent preservation in a manner satisfactory to the Land Use Authority;

d. Adherence to the maximum Street-Block length will interrupt a regionally significant pedestrian pathway delineated in the area’s general plan or similar planning document; or

e. Strict adherence to the maximum Street-Block length will result in a Street-Block that is less than 200 feet in length.

(2) ***Street efficiency.*** A street or street segment shall provide the shortest connection reasonably possible without compromising the buildability of adjoining lots given compliance with other requirements of this Land Use Code.

(3) ***Intersections.*** Street intersections shall be four-way intersections wherever possible.

(4) ***Directional continuity.*** Streets shall provide directional continuity. Regardless of how a street may wind through a subdivision, whenever possible it shall exit the subdivision in the same general direction it entered so that it provides users a consistent direction of travel along the same street.

(5) ***Permanently terminal streets.*** Cul-de-sac and dead end streets shall be avoided. A cul-de-sac or dead end street may be allowed in rare circumstances if the same or similar characteristics as specified in the exceptions of Subsection (e)(1) of this section are present.

(6) ***Alignment and connection to other streets.*** Whenever possible, streets shall connect or be aligned to provide a future connection to other existing streets in the general area, with special deference for connecting to existing stubbed streets.

(f) ***Pathway location and design standards.*** Nothing here shall waive the minimum street or pathway requirements as provided elsewhere in this Land Use Code. A subdivision shall be designed in a manner that prioritizes circulation efficiencies both within the subdivision and to adjacent neighborhoods. Priority shall be given to both vehicular and pedestrian connectivity. To this end, a connectivity incentivized subdivision is only allowed if it meets the following minimum standards.

(1) ***Pathways and sidewalks, generally.***

a. Each development shall be configured so that the maximum pathway or sidewalk walking-distance between a pathway or sidewalk intersection is 400 feet.

1. This distance may be increased for a segment of a pathway that travels through a permanently preserved open space area or an area very unlikely to ever develop.

2. A pathway or sidewalk intersection is where a pathway or sidewalk intersects with another pathway, sidewalk, or street that has pedestrian facilities.

b. Pathway and sidewalk layout shall be designed in a manner that prioritizes efficiency of non-motorized modes of transportation.

c. Pathways shall connect to each other using shortest distance reasonably possible.

d. Pathway and sidewalk layout shall provide for the continuation of existing pathways or sidewalks in the general area, and for future planned pathways, as shown on an adopted pathway plan, general plan, master trails plan, or other applicable adopted planning document.

e. A pathway or sidewalk stubbed from an adjacent property shall be connected to a pathway or sidewalk within the subdivision.

f. Continuation of a pathway or sidewalk to adjacent undeveloped property shall be provided with a stub to the subdivision boundary.

g. Pathway and sidewalk arrangement shall not cause any unnecessary hardship for creating convenient and efficient access to nearby Lots or Parcels that are likely to

eventually be developed.

(2) ***Street-adjacent pathway.*** Along each Arterial Street, Collector Street, and Major Neighborhood Street, as provided in an adopted general plan, master streets plan, or similar adopted document, a 10-foot wide hard-surfaced pathway shall be installed.

a. When determining which side of the street the pathway is required, preference shall be given to the side of the street that has optimal sun exposure during winter months.

b. The Planning Director may require a pathway be located on the other side of the street to support pathway connectivity based on other factors such as existing or planned future pathways in the vicinity and potential pedestrian conflicts.

c. The pathway shall be located within the street right-of-way unless expressly authorized otherwise by the County Engineer. If not located within the street right-of-way, a pathway easement is required.

d. Unless required otherwise by the County Engineer, the pathway shall have an asphalt width of at least nine feet and be bounded on both sides by a six-inch concrete ribbon that is flush with the top of asphalt travel surface. The pathway shall be constructed of three inches of asphalt on eight inches of base-course. Greater thickness may be required where it intersects a vehicle-way.

e. Example of street-adjacent pathway:




(3) ***Non-street-adjacent pathway.*** Where generally depicted on a map or in the text of an applicable street regulating plan, general plan, master streets plan, or when otherwise required herein or in a development agreement, a 10-foot wide hard-surfaced pathway shall be installed through the development.

a. Where a pathway runs between buildings or fenced Lots, a minimum 30-foot wide pathway public right-of-way is required. The pathway shall run down the center of the 30-foot wide right-of-way. The width of the pathway right-of-way may be reduced to 15 feet if both of the adjoining Lots or Parcels are or will be used for Single-Family Dwellings, and are deed-restricted to:

1. Only allow a solid fence that is no greater than four-feet; or
2. Only allow a fence that is 30 percent open with the openings evenly distributed.

b. The adjoining land owners are responsible for the maintenance and upkeep of vegetation and waste on the half of the pathway right-of-way that is adjacent to their Lot or Parcel.

c. Example: Non-Street-Adjacent Pathway:



(g) ***Final plat note.*** Pursuant to Section 106-1-8.020, a subtitle and plat note regarding connectivity-incentivized subdivision shall be placed on the final plat.

HISTORY
*Adopted by Ord. 2021-23 on 7/6/2021*
*Amended by Ord. 2023-10 on 5/16/2023*