W3400197

E# 3400197 PG 1 OF 141
B. Rahimzadegan, WEBER COUNTY RECORDER
08-Jan-26 1057 AM FEE $0.00 DEP SD
REC FOR: WEBER COUNTY SUBMITTER ACCOUNT
ELECTRONICALLY RECORDED

Note: This document is not the official recorded document. It is a reference to it. This document retains the quality of the original; quality that is lost by virtue of the recording process.

dc

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

BENNET LLC, a Utah limited liability company

For the

BENNET MASTER PLANNED DEVELOPMENT

TABLE OF CONTENTS

DEVELOPMENT AGREEMENT 8
RECITALS 8
AGREEMENT TERMS 9
1. Incorporation of Recitals and Exhibits. 9
2. Effective Date, Expiration, Termination. 9
2.1. Effective Date 9
2.2. Expiration and Zone Reversion 9
2.2.1. Expiration of Agreement Related To Development of the Property 9
2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities 9
2.2.3. Term 10
2.3. Termination 10
3. Definitions and Interpretation 10
4. Conflicting Provisions 14
5. Vested Rights and Reserved Legislative Powers. 14
5.1. Vested Rights 14
5.2. Rescission Option 15
5.3. Exceptions to Vested Rights 15
5.3.1. Written Agreement 15
5.3.2. Compliance with State and Federal Laws 15
5.3.3. Safety Code Updates 15
5.3.4. Taxes 15
5.3.5. Fees 15
5.3.6. Impact Fees 16
5.4. Future Laws 16
5.5. Reserved Legislative Powers 16
5.6. Early Termination Right for Jurisdictional Change 16
6. Project Description. 16
7. Project Location and Illustration. 17
8. Development and Use. 17
8.1. Accounting and Report 17
8.2. Project Density 17

8.2.1. Maximum Residential Primary Dwelling Units. 17
8.2.2. Development Report 17
8.2.3. Density for Parcels Conveyed to Subdevelopers. 18
8.2.4. Delegation of Master Developer's Obligations to Subdevelopers 18
8.3. Phasing; Project Land Plan. 18
8.3.1. Phasing 18
8.3.2. Open Space Phasing 19
8.3.3. Project Land Plan 21
8.4. Use 21
8.5. Major Streets Right-of-Way Dedication; Street Connectivity 21
8.5.1. Minimum Requirements. 22
8.5.2. Project-Specific Right-of-Way Dedication or Conveyance 22
8.6. Street Improvements 22
8.6.1. Project-Boundary Street Stubs 22
8.6.2. Sidewalks 23
8.6.3. Drive Approach Accesses along Major Streets. 23
8.6.4. Reserved 23
8.6.5. Street Trees 23
8.6.6. Street Tree Installation and Maintenance 23
8.6.7. Public Landscaping 23
8.6.8. Reserved. 23
8.7. Reserved. 23
8.8. Utilities and Services. 23
8.8.1. Burying Utilities. 23
8.8.2. Sanitary Sewer. 24
8.8.3. Culinary and Secondary Water 25
8.8.4. Stormwater 25
8.8.5. Floodplain 26
8.9. Parks and Open Space 27
8.9.1. Open Space Required 27
8.9.2. Open Space Ownership and Operation 27
8.9.4. Public Park Open Space 28
8.9.5. Public Park Open Space Improvements 28
8.9.6. Project-Specific Weber River Provisions 29
8.10. Pathways and Trailheads 31

8.10.1. Pathway and Trailhead Dedication. 31
8.10.2. Reserved. 32
8.10.3. Trailhead Improvements 32
8.11. Environmental and Air Quality Standards 33
8.12. Outdoor Lighting 33
8.13. Town Architect 33
8.13.1. Nomination and Selection 33
8.13.2. Initial Appointment 33
8.13.3. Mutual Removal and Replacement of Town Architect 33
8.13.4. County's Unilateral Removal of Town Architect 33
8.13.5. Master Developer's Removal of Town Architect 34
8.13.6. Town Architect Costs 34
8.14. Application of Design Code 34
8.15. Design Code 34
8.16. Boundary Changes 35
8.17. Certain Code Standards Not Applicable 35
9. Amendments, Modifications, and Revisions. 35
9.1. Who may Submit Modification Applications 35
9.2. Modification Application Contents and Process 36
9.2.1. Contents 36
9.2.2. County Cooperation in Processing Modification Applications 36
9.2.3. Planning Commission Review of Modification Applications. 36
9.2.4. Board of County Commissioners' Review of Modification Application 36
9.3. Project Facility Repair, Maintenance, and Replacement 36
9.4. Administrative Amendments 36
9.5. Authorized Changes, Enlargements, or Alterations 37
9.5.1. Major Street and Minor Street Changes 37
9.5.2. De Minimis Changes 37
10. Miscellaneous Provisions 37
10.1. Development Applications 37
10.2. Land Use Authority for Certain Development Applications 37
10.3. Reserved. 37
10.4. Financial Guarantee Requirements 37
10.3. Financial Assurance and Guarantee for Public Landscaping and Open Space Improvements 37
10.5. Future Taxes, Services, and Districts. 37

10.6.1. District(s) 38
10.6.2. Municipal Services Tax 38
10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity 38
10.6. Expert Review for Development Applications 38
10.7. Parcel Sales 38
10.8. Provision of Services 38
10.9. Schools; Library, Fire District Facility 39
10.10. System Improvements 39
10.11. Senior Housing 39
10.12. Development Adjacent to 4700 West 39
11. General Provisions. 39
11.1. Integration 39
11.2. Headings 39
11.3. No Third Party Rights/No Joint Venture 40
11.4. Assignability 40
11.4.1. Sales not an Assignment 40
11.4.2. Related Party Transfer 40
11.4.3. Non-Related Entity; Notice 40
11.4.4. Grounds for Denying Non-Related Entity Assignment 40
11.4.5. Assignee Bound by this Agreement 41
11.4.6. Lease of Parcels; Financing 41
11.4.7. Assignment and Transfer of Development 41
11.5. Binding Effect 41
11.6. No Waiver 41
11.7. Severability 41
11.8. Appointment of Representatives 41
11.9. Mutual Drafting 41
11.10. Utah Law 41
11.11. Authority 42
11.12. Duty to Act Reasonably and in Good Faith 42
11.13. Communication and Coordination 42
11.14. Force Majeure 42
11.15. Incorporation of Recitals and Introductory Paragraph 42
11.16. Reserved. 42
11.17. Other Necessary Acts 42

11.18. Agreement Recordation Deadline 42
12. Notices. 42
12.1. Written Notice 42
12.2. Addresses 42
12.3. Effectiveness Of Notice 43
12.3.1. Physical Delivery 43
12.3.2. Electronic Delivery 43
12.3.3. Mail Delivery 43
13. Default and Remedies. 43
13.1. Notice of Default 43
13.1.1. Contents of the Notice of Default 44
13.2. Dispute Resolution Process. 44
13.2.1. Conference 44
13.2.2. Mediation 44
13.3. Remedies 44
13.3.1. Code Enforcement 44
13.3.2. Legal Remedies 44
13.3.3. Enforcement of Security. 45
13.3.4. Withholding Further Development Approvals 45
13.3.5. Cure or Enjoin 45
13.3.6. Extended Cure Period 45
13.3.7. Cumulative Rights 45
13.4. Venue 45
13.5. Default of Assignee 45
14. Entire Agreement 45
15. Covenants Running with the Land 45
16. Counterparts. 45
17. Referendum or Challenge 45
SIGNATURES 47
Exhibit A – Property Legal Description 55
Exhibit B-1 – Property Graphic Depiction 65
Exhibit B-2 – Property Depiction of Prior Zones 66
Exhibit C – Conceptual Design Code 67
Exhibit D – Project Land Plan 83
Exhibit E-1 – Major Street Transportation Plan 85

Exhibit E-2 – Major Street Cross-Sections 87
Exhibit E-3 – Minor Street Cross-Sections 94
Exhibit F – Form of Development Report 102
Exhibit G – Form of Transfer Acknowledgment 103
Exhibit H – Title 108 Modifications 105

DEVELOPMENT AGREEMENT

Bennet

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Bennet, LLC, a Utah limited liability company ("Master Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Master Developer is the developer of the Property and desires and intends to develop a large-scale planned development on the Property, that may include a variety of residential, commercial, and civil uses, currently located in in the unincorporated area of Weber County known as West-Central Weber;

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

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

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

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

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

WHEREAS, The Property is owned by Bennet, LLC; GGA, LLC; Shayne R. and Cara L. Bitton; Gibson Legacy, LLC; Brent and Renee Wagstaff Family Trust; and KN & LN, LLC (collectively, "Owner"). By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement;

WHEREAS, Prior to the execution of this Agreement and the associated rezone to which this agreement is inextricably linked, the Property's zone is/was Agricultural (A-1 and A-2) ("Prior Zone");

WHEREAS, Concurrently with the approval of this Agreement, the County intends to enact an ordinance that amends the County's zoning ordinances to create the Traditional Neighborhood ("TN") zone and Master Developer desires to rezone the Property to the TN zone consistent with the terms and provisions contained herein by the County's adoption of a zoning map amendment that applies the TN zone to the Property (collectively, the "Rezone Ordinance");

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

WHEREAS, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B-1 – Property Graphic Depiction**.

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

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

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

2. Effective Date, Expiration, Termination.

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

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

2.1.2. The recordation of this Agreement; or

2.1.3. The recordation of the Rezone Ordinance to which this Agreement is associated and inextricably linked.

2.2. Expiration and Zone Reversion.

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

2.2.1.1. the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

2.2.1.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

2.2.1.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to its typical legislative authority.

2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations,

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

2.2.3. **Term.** This Agreement expires thirty (30) years after the Effective Date; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 30-year period expires, and the Project has not achieved Buildout, then this Agreement shall automatically be extended successive periods of ten (10) years each (as applicable, the "Term"), unless either Party delivers a notice of non-renewal to the other Party within six (6) months prior to expiration of the then current Term.

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

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

2.3.2. A complete Development Application is not submitted for development within the Project within five (5) years after the Effective Date, or within five (5) years after the last submitted Development Application or, in lieu of submittal of a complete Development Application within the above time period(s), a presentation to the County Commission, in a public meeting, regarding the nature and status of the Project has not occurred within one (1) year after the expiration of the above time period(s); or

2.3.3. The Master Developer defaults on any provision and default is not resolved subject to and in accordance with **Section 13** of this Agreement.

3. Definitions and Interpretation.

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

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

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

3.3. **Applicable Law** means the County's Vested Laws, including the Code, the Rezone Ordinance, and all development specific standards contained therein and in effect as of the Effective Date and any of the County's Future Laws that may apply as provided in **Sections 5.3 or 5.4** herein.

3.4. **Applicant** means, as the context may require, a person or entity submitting a Development Application or a Modification Application.

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

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

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

3.8. **Buildout** means the completion of all of the development on all of the Property for all of the Project, as communicated by Master Developer in writing delivered to the County.

3.9. **Code** means the County's Code in effect as of the Effective Date, containing its land use regulations adopted pursuant to the Act, to the extent not modified or vested by the TN Zone, the Rezone Ordinance, or this Agreement.

3.10. **Commercial Development** means development intended for office, retail, and lodging functions, as well as for an activity involving the sale of goods or services carried out for profit.

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

3.12. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

3.13. **County's Future Laws** means the laws and ordinances of the County that are in effect after the Effective Date, and which may or may not apply as provided in **Section 5.3 or 5.4** herein.

3.14. **County's Vested Laws** means all laws and ordinances of County in effect as of the Effective Date.

3.15. **Default** means a material breach of this Agreement.

3.16. **Design Code** means the design code for the Project that is approved by the Town Architect pursuant to **Section 8.13** below. The initial conceptual Design Code for the Project is attached hereto as Exhibit C.

3.17. **Development Application** means, subject to this Agreement, an application to the County required by the Code for development of a portion of the Project including a Subdivision, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

3.18. **Development Report** means a report in accordance with and containing the information specified in **Section 8.2.2** submitted to the County.

3.19. **Drive Approach** means a driveway serving one or more residential dwelling units or a curb cut serving non-residential development.

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

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

vandalism; embargoes; and, actions of governmental or judicial authority.

3.22. **Intended Uses** means the uses listed in and governed by the TN zone's land use table pursuant to **Section 104-23-3**, and that, if in compliance with the provision of the TN zone, may be included within the Project as determined by the Master Developer.

3.23. **Impact Fees** means those fees, assessments, or payments of money lawfully imposed by the County as a condition on development activity as specified and provided in **Utah Code Ann., §§ 11-36a-101, et seq**.

3.24. **Improvements** means those elements of public infrastructure that are planned to be dedicated to the County or other public entities, and the other public infrastructure or public service facilities serving the Project.

3.25. **Major Streets** means the arterial and collector streets, as referenced and conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, that serve as the backbone transportation infrastructure for the Project.

3.26. **Master Developer** means Bennet, LLC, a Utah limited liability company, or it's Assignees as provided in **Section 11.4** of this Agreement.

3.27. **Maximum Residential Primary Dwelling Units** means the maximum number of Primary Dwelling Units allowed to be developed within the Project pursuant to **Section 8.2.1** herein.

3.28. **Minor Streets** means the Minor Collector Streets, as referenced and conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, and the local streets, roadways, accessways, or alleyways within the Project that facilitate vehicular, pedestrian, and bicycle traffic from the Intended Uses to the Project's Major Streets.

3.29. **Modification Application** means an application to amend this Agreement.

3.30. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

3.31. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

3.32. **Open Space** means an above ground outdoor area devoted for use by the public without fee unless otherwise specifically provided in this Agreement and otherwise in accordance with this Agreement. Open Space includes the above ground outdoor area of Public Park Open Space. Open Space areas may include developed or undeveloped areas for recreational, agricultural, aesthetic, social, cultural, educational, or entertainment uses, including but not limited to, pedestrian, bicycle, and equestrian trails; regional and neighborhood parks; water features and waterways; natural habitat areas; plazas; commonly maintained natural or landscaped areas; storm water retention areas; public schools and other public civic spaces or civic spaces for the benefit of the public; agritourism uses with or without a fee; trails which are in addition to, and not in lieu of, the sidewalk or trail requirements of the applicable Major Street or Minor Street cross-section; the positive incremental difference between park strip and street median areas actually constructed and the standard required by this Agreement or the Design Code; and any other matter approved by the County.

3.33. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

3.34. **Owner** is defined in the Recitals above.

3.35. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

3.36. **Park District** means the Taylor West Weber Parks District or other local park district.

3.37. **Parties** means the Master Developer and the County, including their Successors.

3.38. **Pathway** means a multi-use paved pathway, as generally illustrated in **Exhibits E-1 and E-2** intended for generally non-motorized modes of transportation and recreation.

3.39. **Prior Zone** means the A-1 and A-2 zones, as illustrated in **Exhibit B-2**.

3.40. **Phase or Phasing** means the development of a portion of the Project as determined by Master Developer but in compliance with the Code and this Agreement.

3.41. **Planning Commission** means the Planning Commission for the area in which the Property is located.

3.42. **Primary Dwelling Units** means a permanent primary structure designed and capable of year-round, daily residential occupancy. A Primary Dwelling Unit contains at least one kitchen, one bathroom, and a sleeping area.

3.43. **Project** means the development to be constructed on the Property as contemplated by the TN zone and conceptually depicted on the Project Land Plan.

3.44. **Project Land Plan** means the plan attached hereto as **Exhibit D** which is hereby approved by the County as part of this Agreement.

3.45. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B-1 – Property Graphic Depiction**.

3.46. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area that includes the Property. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

3.47. **Public Landscaping** means landscaping Improvements within street rights-of-way, in a Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

3.48. **Public Park Open Space** means the portion(s) of the Open Space intended to be dedicated for the benefit of the public to the County, the Park District, special service district or other governmental entity, or private non-profit entity, as reasonably acceptable to the County, in accordance with this Agreement.

3.49. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

3.50. **Subdeveloper** means an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer who acquires a Phase for development or purchases a Parcel for Subdivision platting prior to development thereon.

3.51. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

3.52. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved Subdivision.

3.53. **System Improvement** means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large, but not including improvements that would otherwise be required, necessary, or are intended to only serve the Project but, in all cases, do not constitute a taking.

3.54. **Town Architect** means the person, group of persons, or entity designated as the town architect pursuant to **Section 8.13** below.

3.55. **Town Architect Consent** means the Town Architect's review of a Development Application and consent that such Development Application conforms to the intent of the Design Code.

3.56. **Traditional Neighborhood Base Standard** means the planning principles of New Urbanism referenced in the ***Lexicon of New Urbanism*** and ***Smartcode v9.2*** by Andres Duany, et al.

3.57. **Transect District(s)** means the applicable Transect District area that is identified on the Project Land Plan and governed by this Agreement and the TN zone.

3.58. **Weber River Corridor** means that area within 100 feet of the Weber River's ordinary high water mark. For the purposes of this Agreement, the Weber River Corridor is the T1 Transect District pursuant to the provisions of the TN zone, and vice-versa.

3.59. **Weber River Park** means the public park required by this Agreement and located within the Weber River Corridor except those areas approved for a special permit in accordance with this Agreement and the TN zone.

4. Conflicting Provisions

The development of the Property shall be in accordance with County's Vested Laws, County's Future Laws (to the extent that they apply as allowed by this Agreement), and this Agreement. The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in all exhibits thereto). To the extent there is a conflict between the County's Vested Laws, County's Future Laws, and this Agreement, the hierarchy of priority (from highest priority to lowest priority), with the terms and conditions of each having a higher priority controlling over any conflicting terms and conditions of those with a lower priority, is as follows: (i) this Agreement; (ii) the County's Vested Laws; and (iii) the County's Future Laws. County agrees that Developer shall have the full power and exclusive control of the Property.

5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the Applicable Law, including County's Vested Laws and the provisions of the TN zone, without modification or change by the County except as specifically provided herein and other matters specifically addressed in this Agreement and the Project Land Plan, subject to the terms and conditions of this Agreement. Specifically, Master Developer is vested with the right to: (i) to develop and construct the Project in accordance with this Agreement; (ii) develop Primary Dwelling Units up to the Maximum Residential Primary Dwelling Units; (iii) develop Commercial Development; and (iv) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. By way of further clarification, Master Developer is vested with the right to develop and locate on the Property the uses

and densities including, without limitation, the Intended Uses. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Master Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property.

5.2. **Rescission Option**. To the extent Master Developer has executed this Agreement in advance of County approval of the Rezone Ordinance, and if the Rezone Ordinance is not enacted in a form reasonably satisfactory to Master Developer, then Developer may deliver notice of rescission to County to terminate this Agreement. Upon Developer's delivery of notice of rescission pursuant to this **Section 5.2**, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights contemplated herein shall be of general application to all development activity in the County; and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. Additionally, the Parties understand and agree that the County's Future Laws with respect to the Project or the Property shall not apply except as follows:

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

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

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

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

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

5.3.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

5.4. Future Laws. The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that materially limits or materially interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision that the County reasonably determines materially frustrates the purposes of this Agreement in relation to Master Developer's responsibilities specified in this Agreement, the County shall provide notice thereof to the Master Developer and, within ten (10) days after such notice, the Parties shall meet and confer in good faith to determine whether this Agreement should be amended, suspended, or terminated, or whether alternative arrangements can be made to address such future law or binding judicial decision. If the Parties are unable to agree upon the manner which to address the future law or binding judicial decision pursuant to this **Section 5.4** within twenty (20) days after the notice delivered pursuant to this Section, then the County may deliver a notice of termination of this Agreement. Upon delivery of a notice of termination pursuant to this **Section 5.4**, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. Nothing in this Section shall be construed as a waiver of any rights of either Party to contest, appeal, or otherwise challenge any future law, legal proceeding or order affecting any portion of this Agreement or the Project.

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

5.6. Early Termination Right for Jurisdictional Change. At any time during the Term of this Agreement, Master Developer may elect to terminate this Agreement as to all or part of the Property by sending notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County; provided, however, in the event of such termination, the following Master Developer obligations set forth herein shall remain in full force and effect notwithstanding such termination: (i) the improvement and dedication of the Project's Major Streets to a governmental entity, (ii) the improvement and dedication of the Project's stormwater facilities to accommodate the Project's Major Streets, and (iii) **Section 8.9.6** (Weber River Corridor provisions).

6. Project Description.

A large-scale traditional neighborhood community, intended to substantially comply with the Traditional Neighborhood Base Standard within the TN zone, which has a collection of mixed-use walkable neighborhoods with a range of uses, which may include residential, lodging, office, retail, restaurant, and civic

uses.

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B-1 – Property Graphic Depiction**.

8. Development and Use.

8.1. Accounting and Report. The Parties agree that any accounting or reporting provision in this Agreement is intended to assist Master Developer in its governance of development and land uses within the Project. Any such provision shall not be construed to mean the County has any obligation to control, verify, mediate, or otherwise determine Master Developer's allocation or conveyance of density, development types, or allowed uses within the Project between Master Developer and any Subdevelopers or Successors.

8.2. Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the Maximum Residential Primary Dwelling Units, as specified herein, in the Project. Master Developer may develop Primary Dwelling Units throughout the Project up to the Maximum Residential Primary Dwelling Units. Except in the T1 Transect District as otherwise provided in this Agreement, the intensity of neighborhoods and residential units may be determined by the Master Developer in compliance with the provisions of the Design Code applicable for each Transect District, provided that Master Developer installs sufficient infrastructure to support such development and reasonably enable future development on adjoining parcels pursuant to **Sections 8.6.1** and **8.10.1.1**, and the Project's overall density does not exceed the Maximum Residential Primary Dwelling Units.

8.2.1. Maximum Residential Primary Dwelling Units. County agrees that the number of Primary Dwelling Units (or Maximum Residential Primary Dwelling Units) allowed to be developed within the Project shall be equal to a number calculated by multiplying the total number of acres comprising the Property by six (6).

8.2.2. Development Report. A Development Report shall be submitted with any Development Application that is for the creation of a Primary Dwelling Unit(s) or a subdivision. The Development Report shall be in the form of **Exhibit F** attached hereto, and shall provide for the following:

8.2.2.1. Consent. If Master Developer is the owner of the property that is subject of the Development Application, written consent from Master Developer, free from any conditions, reporting Master Developer's agreement to the submittal and processing of the Development Application, and, if the Applicant is other than the Master Developer, the Development Report shall include reasonable evidence of the valid assignment from the Master Developer to the Applicant.

8.2.2.2. Ownership. Ownership of the property that is subject of the Development Application.

8.2.2.3. Maximum Units. The total number of Maximum Residential Primary Dwelling Units allowed in the Project.

8.2.2.4. Units Previously Platted. The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units previously platted within any part of the Project.

8.2.2.5. **Units in Ongoing Applications.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded.

8.2.2.6. **Units Proposed to be Developed.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units proposed in the Development Application.

8.2.2.7. **Units Transferred or Remaining.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units remaining to be proposed for development.

8.2.2.8. **Open Space.** The count of Open Space (and identifying any Public Park Open Space included therein) included in the Development Application and such Development Application's percentage of total required acreage of Open Space.

8.2.3. **Density for Parcels Conveyed to Subdevelopers**. Master Developer or Assignees shall maintain control over the allocation and conveyance of density to Assignees or Subdevelopers and, if applicable, return of any unused Primary Dwelling Units density, and shall do so in a manner that does not involve the County.

8.2.4. **Delegation of Master Developer's Obligations to Subdevelopers.** Subject to other provisions in this **Section 8.2** and in **Section 10.7** "Parcel Sales," County agrees that Master Developer shall have the right to delegate its obligations and responsibilities specified in this Agreement to Subdevelopers as Master Developer sees fit for the purpose of phasing the Project; provided, however, compliance with the following:

8.2.4.1. Any such delegation shall:

8.2.4.1.1. be managed and enforced between Master Developer and Subdeveloper without assistance from County;

8.2.4.1.2. not result in additional uncompensated administrative or financial burden on the County; and

8.2.4.1.3. not void or otherwise excuse Master Developer from fulfilling its obligations and responsibilities to County. County may, but has no obligation to, enforce any provision of this Agreement or the Code on a Subdeveloper.

8.3. **Phasing; Project Land Plan**.

8.3.1. **Phasing**. Except as provided in this **Section 8.3,** nothing in this Agreement nor in the TN zone shall obligate Master Developer (or its Successors) to develop the Property or to develop in any particular order or Phase and that Master Developer reserves all discretion to determine whether to develop a particular portion or Phase of the Property based upon Master Developer's business judgment; however, in connection with or prior to the approval of the next site plan or Subdivision within the Project, Master Developer shall have designed and obtained all necessary approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure or street or Pathway with sufficient capacity to meet the requirements of the next Phase of development. Master Developer shall thereafter construct or cause to be constructed any such other utility infrastructure or street or Pathway necessary in connection with the development and improvement of each subsequent Phase or to reasonably enable future development on adjoining parcels.

8.3.2. Open Space Phasing. Subject to the provisions of this Section, each Phase shall provide for the platting and installing of at least a proportionate share of Open Space area and any Open Space Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Subject to **Section 8.3.2.1**, Master Developer shall be entitled to choose which Open Space area and Improvements are provided for each Phase.

8.3.2.1. Dedication Triggers. Unless first agreed otherwise by the County, no less than fifty percent (50%) of any Subdivision plat's minimum required Open Space shall be contributed to the Weber River Park, until it contains all acreage of the Weber River Park intended or required, by Subdivision plat dedication and with an immediate lease or temporary, exclusive easement by the County or Park District to Master Developer, as reasonably determined and negotiated by the Parties and providing for Master Developer's ability to install the intended or required Open Space Improvements in such area(s) of the Weber River Park subsequent to the dedication and terminating upon Master Developer's completion of the Open Space Improvements in such area(s) of the Weber River Park.

8.3.2.2. Land Contribution In Lieu of Financial Assurance. At the time of each such Weber River Park area's dedication, if the Improvements to be included in such Weber River Park area have not been completed, Master Developer shall contribute Additional Open Space Land ("Additional Open Space Land") to the Weber River Park until it contains all acreage of the Weber River Park intended or required; and, with the same immediate lease or temporary, exclusive easement by the County or Park District to Master Developer.

8.3.2.2.1. Land Value Determination. Such Additional Open Space Land shall have a Fair Market Value ("Fair Market Value") at least equal to the cost of the Improvements (as determined by a licensed engineer's estimate of such Improvements obtained by Master Developer) to be included in such minimum portion of the original Weber River Park area included in the subject Subdivision plat.

8.3.2.2.2. Land Appraisal – Master Developer. Under this subsection with respect to the contribution of such Additional Open Space Land, Master Developer will obtain an appraisal of the Additional Open Space Land contribution from a certified appraiser having earned the Member of the Appraisal Institute (M.A.I.) designation and having at least ten (10) years of recent professional experience in valuing real estate, and Master Developer and County will meet and negotiate in good faith to determine and agree upon a per-acre Fair Market Value of land, in order to calculate the Fair Market Value of the Additional Open Space Land contribution.

8.3.2.2.3. Land Appraisal – County. If Master Developer and County cannot agree upon the Fair Market Value of the Additional Open Space Land contribution, County will, within sixty (60) days after the initial meeting to determine the Fair Market Value, obtain an appraisal of the Additional Open Space Land

contribution from a certified appraiser having earned the Member of the Appraisal Institute (M.A.I.) designation and having at least ten (10) years of recent professional experience in valuing real estate. Master Developer and County will each be responsible for the payment of the costs and expenses associated with their respective appraisers, and will share a copy of the appraisal with the other party.

8.3.2.2.4. Land Appraisal Dispute Resolution. If, after receiving the County's appraisal, Master Developer and County agree on the Fair Market Value of the Additional Open Space Land contribution, that Fair Market Value will be deemed agreed. If, however, Master Developer and County cannot agree on the Fair Market Value of the Additional Open Space Land contribution, but the appraisals are within ten percent (10%) of each other, then the Fair Market Value will be the average of the two (2) appraisals obtained by Master Developer and County. If, after receiving the appraisals, Master Developer and County cannot within ten (10) County business days agree on the Fair Market Value of the Additional Open Space Land contribution and the appraisals are not within ten percent (10%) of each other, then the Fair Market Value for the Additional Open Space Land contribution will be determined by having Master Developer's appraiser and County's appraiser, within ten (10) days after such County 10-business day period, select and appoint a third, similarly qualified appraiser to appraise the Additional Open Space Land contribution's Fair Market Value and whose fees and expenses may be paid, at Master Developer's election, either: (i) solely by Master Developer, or (ii) equally by Master Developer and County. If clause (ii) in the immediately preceding sentence is selected, the time period to select the third qualified appraiser shall be extended to the extent reasonably necessary for the County's compliance with applicable County or State procurement codes.

8.3.2.2.4.1. If Master Developer's appraiser and County's appraiser cannot agree upon the identity or qualifications of the third appraiser, the third appraiser will be selected according to the American Arbitration Association's then-current Arbitration Rules for the Real Estate Industry ("**AAA Rules**") or if the AAA Rules fail to make such an appointment, then by the presiding judge of the Second Judicial District Court of Utah. Once selected, the Parties shall act in good faith to enable the third appraiser to render, within thirty (30) calendar days after being selected, a written decision regarding the determination of the Additional Open Space Land contribution's Fair Market Value, which will be the Fair Market Value and which decision will be final, conclusive, and binding on Master Developer and County, and may be enforced by a court of competent jurisdiction.

8.3.2.2.4.2. Master Developer and County agree to cooperate fully and provide all information that the third appraiser may request to assist in determining the Fair Market Value, which information may include delivery of both of the appraisals from Master Developer's appraiser and County's appraiser.

8.3.2.3. Improvement Completion Assurance. After contribution of all acreage of the Weber River Park intended or required pursuant to this subsection, Master Developer shall provide, or shall cause to be provided, an improvement completion assurance in accordance with this Agreement and Applicable Law for the Improvements to be included in such Weber River Park area that have not been completed.

8.3.3. Project Land Plan. The Property will be developed, and Master Developer is entitled to develop the Project, in accordance with (i) the requirements of the TN zone, (ii) the provisions of the Design Code applicable for each Transect District, (iii) the Project Land Plan, and (iv) this Agreement. The Project Land Plan is conceptual in nature and sets forth only a conceptual layout and overall intensity for the Project, and Developer may reconfigure or modify the Project's layout, streets, intensity, and uses depicted in the Project Land Plan based on Developer's business judgment, provided Master Developer shall not:

8.3.3.1. adjust the area of the Transect Districts depicted in the Project Land Plan by more than twenty percent (20%)

8.3.3.2. modify the T1 Transect District (Weber River Corridor);

8.3.3.3. alter the general configuration of the Major Streets; or

8.3.3.4. adjust the orientation of the Transect Districts relative to one another as depicted in the Project Land Plan, without County staff administrative approval. Master Developer may not expand the Transect District areas within 200 feet of the Property's exterior boundary without a Substantial Amendment.

8.4. Use. Master Developer may develop, construct, and maintain the Intended Uses throughout the Project as provided in the TN zone, including the Intended Uses permitted or conditionally permitted within each Transect District as provided in the TN zone. However, no use of private property is permitted in the Project until and unless approved by Master Developer. Each Development Application or a Subdivision plat or site plan approval, except those for accessory uses reasonably related and incidental to a lawfully established main use on the same lot or parcel, shall be submitted with written consent from Master Developer, free from any conditions, reporting Master Developer's agreement to the submittal and processing of such Development Application as to use.

8.5. Major Streets Right-of-Way Dedication; Street Connectivity. The Project's Major Streets are conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, and Master Developer agrees to dedicate and County agrees to accept or, if allowed by the County, otherwise reserve the Project's Major Streets rights-of-way as public thoroughfares at no cost to the County. The County also agrees that because of the connectivity requirements contained in the Design Code, the County's street connectivity requirements set forth in **Section 106-2-1.020** of the Code shall not apply to the Project; provided, however, dedicated street connections to the Project's exterior boundary shall be provided pursuant to **Section 8.6.1**, the Transportation Plan, and the Design Code; provided further, notwithstanding the foregoing, no cul-de-sacs shall be allowed in the Project without the County planning division director's approval.

8.5.1. Minimum Requirements. Notwithstanding anything in County Code or this Agreement to the contrary, the County agrees that Major Street and Minor Street pavement widths within the Project set forth in the Major Street and Minor Street cross-sections in **Exhibit E-2 and Exhibit E-3** and shall not exceed what is required by the Project for the efficient ingress and egress of automobiles into the Project, it being expressly understood that the Project may elect to accommodate pedestrian and alternative transportation uses (i.e., bicycles) within paseos, walkways, and Pathways located in connection with pedestrian and Open Space networks intended for the Project and not within road rights of way as long as there is a pedestrian facility that generally parallels and provides as much if not more efficient pedestrian routing than would pedestrian facilities within the street right-of-way. Each Major Street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E-1 – Major Street Cross Sections**; provided, however, that the County's planning division director may authorize deviations from the cross-sections attached hereto as requested by the Master Developer. Allowed cross-sections for the Project's Minor Streets are set forth in **Exhibit E-3 – Minor Street Cross Sections** or as included in the Design Code; provided, however, that the County's planning division director or the Town Architect may authorize deviations from the cross-sections attached hereto as requested by the Master Developer after receiving approval for the deviation from the Local Fire Authority.

8.5.2. Project-Specific Right-of-Way Dedication or Conveyance Master Developer agrees to dedicate or otherwise convey, or cause to be dedicated or otherwise conveyed, the following:

8.5.2.1. 700 North. At no cost to the County dedicate area within the Property for a street right-of-way for 700 North Street. The right-of-way shall be no less than 80 feet wide. County agrees that Master Developer may align the right-of-way in whatever manner it deems appropriate through the Project provided the eastern end of the right-of-way shall stub to adjoining property in a location and in a configuration that, given other possible alignments, creates no unreasonable burden on its future extension to and intersection with 4700 West Street in the location as illustrated in the general plan; and the western side of the right-of-way abuts, or is extended to the center of, the Weber River in a location and in a configuration that, given other possible alignments, creates no unreasonable burden on bridging the river and extended the right-of-way westward in the future.

8.6. Street Improvements. Master Developer shall be responsible for constructing, or causing to be constructed, the Project's Major Streets and Minor Streets necessary for a particular Phase. The Project's Major Streets are conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**. The Major Street types and precise locations of the Major Streets may be adjusted by the Master Developer as necessary for the Project's development, provided that the same provide efficient ingress and egress of automobiles in and out of the Project. Master Developer shall identify on future Subdivision plats for the Property whether individual Minor Streets will be privately owned or dedicated to the County or other governmental entity. If a Minor Street is dedicated to the County, the Parties may execute, or cause to be executed, a dedication agreement to facilitate the operation of the Minor Street to accommodate the uses and provisions intended for the Project.

8.6.1. Project-Boundary Street Stubs. Pursuant to the provisions of **Section 8.5**, for any Phase located within fifty (50) feet of the Project's exterior boundary, Master Developer shall construct or cause to be constructed a street stub to the Project's exterior boundary within such Phase unless the County planning division director otherwise approves.

8.6.2. Sidewalks. Master Developer agrees that all public sidewalks in the Major Street public rights-of-way shall be no less than five-feet wide, have a minimum concrete thickness of six inches, and be on a base course with a depth of no less than six inches. With the exception of expansion joints, sidewalk joints shall be saw cut.

8.6.3. Drive Approach Accesses along Major Streets. Master Developer agrees that no lot will be configured to provide private Drive Approach access directly onto any Major Street. Minor Streets, including alleys, may connect to Major Streets and County agrees to allow lots to front Major Streets if they are provided access by means other than Major Streets. County reserves the right to restrict alley intersections between street intersections on 1200 South Street and 4700 West Street.

8.6.4. Reserved.

8.6.5. Street Trees. All Major Streets will be lined with shade trees. Trees lining an adjacent and parallel sidewalk or Pathway/trail shall suffice for such street's trees. Trees along Major Streets and Minor Streets shall comply with the following:

8.6.5.1. Tree Count. No less than an average of one tree shall be planted per 44 lineal feet; provided tree spacing may be adjusted based on site design considerations or as necessary for the Project's development.

8.6.5.2. Tree Selection. At least three different tree varieties selected from County's adopted tree list shall be used for the Project.

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

8.6.6. Street Tree Installation and Maintenance. Master Developer agrees as follows with respect to installation and maintenance of street trees:

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

8.6.6.2. Tree Watering. Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association (or similar) master meter or tied directly to the meter providing secondary water to the lot fronting the street Improvements.

8.6.6.3. Tree Care. Master Developer agrees to be responsible for tree health until the dedication to the County or the homeowner's association, community foundation, or other similar entity has taken control over maintenance of right-of-way landscaping.

8.6.7. Public Landscaping. Public landscaping within public rights-of-way shall be in accordance with **Exhibit E-2 – Major Street Cross-sections** or the Design Code, as applicable.

8.6.8. Reserved.

8.7. Reserved.

8.8. Utilities and Services.

8.8.1. Burying Utilities. Master Developer agrees, subject to the approval of the respective utility and any third-party owner, to underground all utilities in a manner that complies with applicable standards of the respective utility, including any existing overhead distribution-level utilities within the Property and within any area between the centerline of

an adjoining right-of-way and the common boundary of the right-of-way and the Property. Long distance high voltage power or transmission lines are exempt from this requirement. The County shall cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

8.8.2. Sanitary Sewer. Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system through the Project. The County shall cooperate with Master Developer's efforts to have a sewer system developed and operated for the Project. Master Developer shall dedicate the sewer system for the Project to the applicable government entity.

8.8.2.1. Reserved.

8.8.2.2. Sewer Collection Service from County. County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and Applicable Law.

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

8.8.2.4. Gravity Sewer Collection Lines. Master Developer agrees to install or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and, subject to this Agreement, Applicable Law, the Act, or applicable state or federal law**,** to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. The gravity sanitary sewer collection system within the Project shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the Project at Buildout, from the Project area to the lift station.

8.8.2.5. Reserved.

8.8.2.6. Sewer Lift Station and Pressurized Collection Lines. Subject to this Agreement, Applicable Law, the Act, or applicable state or federal law, Master Developer agrees to install, or cause to be installed, a sewer lift station on the Property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main, as System Improvements. The Parties anticipate these facilities will be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise agreed by the County Engineer and Master Developer.

8.8.2.7. Sewer Upsize Compensation. County agrees to compensate, in a manner mutually determined appropriate by the Parties and consistent with protections against unlawful exactions as exist in Utah and federal law, Master Developer for the incremental or additive cost of upsizing sewer facilities or

System Improvements under **Sections 8.8.2.4 or 8.8.2.6**, together with the payment of a reasonable interest fee to Master Developer if it advances funds for an oversized Improvement(s) or System Improvements. The County has the right to choose the acceptable compensation method, including, but not limited to, reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements, so long as acceptable to Master Developer. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement but shall be mutually agreed and executed before County requires Master Developer to construct or advance funds for any such oversized Improvement(s) or System Improvements.

8.8.2.8. Reserved.

8.8.3. Culinary and Secondary Water. Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the applicable Phase, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and, if applicable, pressurized secondary water Improvements to and across the Property to serve development in such development Phase. Master Developer shall dedicate the culinary water system, and, if applicable, a secondary water system, for the Project to the applicable government entity or water provider. Unless otherwise agreed in writing, Master Developer shall use an existing culinary water district in the area to provide culinary water for the Project; however, **Section 106-4-2.010(a)(1)a. of the Code** shall not apply with respect to secondary water supply or a secondary water delivery system within the Project.

8.8.4. Stormwater. Master Developer shall have the right and obligation to install a stormwater drainage and detention system throughout the Project to collect and transmit stormwater runoff created by the Project. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full Buildout such that multiple new drainage or detention facilities are avoided, if possible, in the future. Master Developer shall not be required to design and construct such retention and detention facilities to address stormwater flows originating from development outside the Property. The Parties acknowledge and agree that those stormwater flows originating from portions of the Project may be directed into storm water facilities which flow to the existing slough; provided, however, any storm water discharge into the Weber River shall be at a water quality standard consistent with applicable state or federal law. Upon completion of stormwater retention areas or other stormwater detention facilities and distribution lines within the Project, Master Developer may dedicate the same to the County, special service district or other governmental entity, or may elect to retain ownership thereof.

8.8.4.1. Stormwater Storage Ownership and Maintenance. Except when agreed otherwise pursuant to **Section 8.8.4.2.1.3**, the County reserves the right to require the maintenance of the landscaping components of a floodwater or stormwater storage facility to be the responsibility of a professionally managed HOA or similar entity in the event the County Engineer determines that the proposed facility has the potential to present an inordinate demand for County services.

8.8.4.2. Project-Specific Stormwater Requirements.

8.8.4.2.1. Stormwater Master Plan. Master Developer agrees to create a stormwater master plan for the needs of the Project. The Par-

ties agree to collaborate in the creation of the plan. The stormwater master plan(s) shall be deemed complete when approved by the County Engineer, who shall not unreasonably delay or withhold approval and who shall not withhold approval as long as the plan(s):

8.8.4.2.1.1. Meet(s) stormwater industry best practices and is certified by a Qualified Professional (as defined in Applicable Law); and

8.8.4.2.1.2. Does not create any proven additional, unreasonable cost on the County for the incremental amount between the County's existing level of such service for the unincorporated areas of the County and the services proposed in the stormwater master plan without sufficient compensation to the County for such proven incremental amount. Master Developer bears the burden of providing such proof, which the County shall accept provided it is created by a Qualified Professional.

8.8.4.2.1.3. A requirement of a stormwater master plan shall be to address the ownership and operation of each stormwater facility. Each stormwater facility that is to be owned and operated by the County may be landscaped by Master Developer, with such landscaping to be selected from landscaping improvements agreed upon or not otherwise prohibited in the stormwater master plan and maintained by Master Developer, an HOA, or similar entity, and shall be accessible to County for stormwater operations and maintenance at all times.

8.8.4.2.2. **Mass Grading.** Master Developer agrees that no mass grading shall begin within an area of the Property with a FEMA special flood hazard zone designation of two-tenths percent (0.2%) or greater annual chance of flooding until after the completion of the stormwater master plan. After which, County shall allow Master Developer to grade any such applicable site as Master Developer deems necessary and in compliance with the completed plan.

8.8.5. **Floodplain.** Subject to **Section 8.8.5.1**, Master Developer agrees that no development shall occur within an area of the Property with FEMA flood zone designation of one percent (1%) or greater annual chance of flooding.

8.8.5.1. **FEMA Map Amendment/Revision.** Prior to development of any area currently within an existing floodway or a FEMA special flood hazard zone with a one percent (1%) or greater annual chance of flooding, Master Developer agrees to remove such area from the special flood hazard zone in accordance with federal regulations. County agrees to participate with reasonable diligence to complete its role in that process.

8.9. Parks and Open Space. Master Developer understands that the creation and/or preservation of Open Space is a critical part of the County's consideration for this Agreement and the associated rezone. The Parties acknowledge this Agreement facilitates the County in reaching its goal of providing ten acres of Open Space per 1,000 persons.

8.9.1. Open Space Required. Master Developer shall build or conserve an Open Space network within the Property, with a minimum ratio of one (1) Open Space acre for every thirty-four (34) Primary Dwelling Units developed within the Property at Buildout, and consistent with an approved final site plan or Subdivision plat and construction plans approved by the County. Any Open Space provided by Master Developer in excess of the minimum required Open Space is not governed by this **Section 8.9**, unless specifically stated in this Agreement. Further, for any Open Space dedicated as Public Park Open Space in excess of the minimum required Open Space, Master Developer may seek and qualify for certain tax benefits by reason of donating such Public Park Open Space to the County. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to help the Master Developer to take advantage of any such tax benefits, including executing and delivering the appropriate Internal Revenue Service form(s). The County does not warrant or represent that the Master Developer will obtain any tax benefits.

8.9.2. Open Space Ownership and Operation. Required Open Space may be owned and/or maintained publicly or privately; provided, however, if privately owned, subject to the specific provisions of this Agreement, in order to qualify as Open Space the area must be open and accessible daily to the public from dawn until the earlier of dusk or 9:00 p.m., excluding reasonable closures for emergencies, maintenance, replacement, or repair of such areas, and up to thirty (30) acres of agritourism area(s). Such agritourism area(s) will be open and accessible to the public for a fee and during such agritourism area's established operating hours. Other than agritourism area(s), the Parties agree that private Open Space may temporarily require a fee for use or access as long as at no time shall (i) the fee duration for each such private Open Space area exceed 48 consecutive hours within a 15-day period, (ii) the fee duration for each such private Open Space area exceed 24 total weekend hours within a 20-day period, and (iii) if each such private Open Space area is part of a larger private or public Open Space area, the temporary fee permit for each such private Open Space fee area shall not allow an unreasonable obstruction of typical non-motorized traffic flows through the larger Open Space area.

8.9.3. Open Space Master Plan Option. Master Developer shall have the option to create an Open Space master plan, which may include Public Park Open Space. If chosen, the Parties agree to collaborate in the creation of the plan. The Open Space master plan shall be deemed complete in whatever form it takes as long as it provides Open Space Improvements of equal or greater value than those contemplated in this Agreement. Upon completion, the Open Space master plan shall replace the portions of this Agreement that pertain to Open Space, parks, trails and Pathways, and trailheads, provided:

8.9.3.1. Compliance with the minimum ratio of one (1) Open Space acre for every thirty-four (34) Primary Dwelling Units developed within the Property at Buildout;

8.9.3.2. Dedication and construction of the Weber River Park and the Weber River Parkway Trail; and

8.9.3.3. The Open Space master plan provides Improvements of equal or greater value than those Open Space Improvements contemplated in

this Agreement. Equal or greater value in relation to Open Space Improvements shall be determined in one of the following two ways, at Master Developer's sole election:

8.9.3.3.1. by the County planning division director, who may defer the matter to the Planning Commission, and be based on whether the Open Space master plan meets or exceeds the purpose and intent of the provisions in this Agreement proposed to be replaced by the Open Space master plan; or

8.9.3.3.2. by Master Developer shall submit proof from a Qualified Professional that the Open Space master plan's Open Space Improvements have an equal or greater financial value to the Open Space Improvements contemplated in this Agreement.

8.9.4. Public Park Open Space. Any Open Space dedicated as Public Park Open Space shall comply with the following:

8.9.4.1. Dedication Method. Unless specified otherwise in this Agreement, the Public Park Open Space shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to a Park District instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

8.9.4.2. Maintenance of Public Park Open Space. Master Developer is responsible for the operations and maintenance of the Public Park Open Space, including all installed improvements, until County's final acceptance of all improvements occurs, in writing, after the one year warranty period. Upon the County's final acceptance, Master Developer shall be relieved of all maintenance responsibilities.

8.9.4.3. Weber River Park. See **Section 8.9.6**.

8.9.5. Public Park Open Space Improvements. Master Developer agrees, unless specified in this Agreement otherwise, the Public Park Open Space shall be improved as follows.

8.9.5.1. Park Detail Submittal. Each Development Application that proposes to dedicate, convey, or otherwise establish Public Park Open Space area shall include a site specific detail of the required Public Park Open Space and Improvements. The detail shall provide:

8.9.5.1.1. The location, configuration, and construction detail of required Improvements.

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

8.9.5.1.3. Other proposed landscaping and other Improvements.

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

8.9.5.2. Public Park Open Space Financial Guarantee. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.

8.9.5.3. Quality Control. For best practices quality control, all efforts shall be con-

ducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the release of any financial guarantee for the work.

8.9.6. Project-Specific Weber River Provisions. The Parties agree to the following.

8.9.6.1. Weber River Corridor and Weber River Park. Pursuant to **Section 8.17** of this Agreement, **Section 108-7-23(a)** of the Code shall not apply to the development or use of the Property; however, Master Developer agrees that structures, accessory structures (except structures or accessory structures that typically contribute to park or trail or Pathway uses), roads, or parking areas (except Open Space Improvements, parking, trailheads and other improvements or facilities contemplated or required in **Sections 8.9** and **8.10**) shall not, be developed or located within the Weber River Corridor, except those areas in the Weber River Corridor approved for a special permit in accordance with this Agreement and the TN zone. Master Developer agrees to develop or preserve the areas within the Weber River Corridor defined as the Weber River Park as a Public Park Open Space in accordance with this **Section 8.9.6**. Trails, and stormwater drainage, detention, or retention facilities may be located within the 100' Weber River Park area. If the Weber River Park's, or any portion thereof, vegetative condition within the Property has not been cultivated or otherwise has not been substantially disturbed by human activity as of the Effective Date, Master Developer agrees to employ commercially reasonable efforts, prior to the dedication of such area, to ensure that such portions of the Weber River Park within the Property maintain such vegetative condition existing as of the Effective Date, subject to the provisions of this Agreement allowing Master Developer to locate the Weber River Parkway Trail and stormwater drainage or retention facilities within the Weber River Park area. If the Weber River Park's, or any portion thereof, vegetative condition within the Property has been cultivated or otherwise substantially disturbed by human activity, Master Developer agrees, at a minimum, to vegetate or revegetate such portions of Weber River Park within the Property as follows: Master Developer will (i) cause such portions of the Weber River Park within the Property to be grubbed, (ii) cause such area to be planted with native grass seed mix (for purposes of this Agreement, "native grass seed mix" is to be consistent with grass species established as acceptable grass plantings for northern Utah natural or riparian areas by various regional resources), and (iii) cause such area to be temporarily irrigated, if necessary for the establishment of the native grass seed mix. The vegetation or revegetation of certain portions of Weber River Park within the Property, as provided in the immediately preceding sentence, will occur in phases corresponding to the completion of the Weber River Parkway Trail as provided in **Section 8.8.6** herein. Master Developer shall dedicate the 100' Weber River Park area within the Property, and associated improvements within such area, to the Park District or, if the Park District does not accept the 100' Weber River Park area within the Property, the County shall accept the 100' Weber River Park area within the Property.

8.9.6.2. Improvement Completion Deadline. Unless completed earlier, the Weber

River Park Improvements contemplated under this Agreement shall be constructed and dedicated in phases corresponding to at least the widest width of the subject Phase when measuring north/south and when the subject Phase is within 200 feet of the Weber River Corridor. Unless agreed otherwise by the Parties, when required under this Section the said Weber River Park Improvements shall be installed no later than one year after the issuance of the subject Phase's first certificate of occupancy for a dwelling or commercial structure.

8.9.6.3. Minimum Weber River Park Improvements Required. Unless agreed otherwise by County, Master Developer shall provide the following minimum Improvements for the Weber River Park.

8.9.6.3.1. ADA Access. Weber River Park Improvements will meet applicable ADA requirements.

8.9.6.3.2. Restroom. Two restroom buildings with no less than two private toilet rooms each.

8.9.6.3.3. Pavilions. No less than 11,000 square feet of total covered pavilion or gazebo area with no less than one (1) covered pavilion or gazebo for each one-half (1/2) mile length of the Weber River Park (measured linearly with the current course of the Weber River). Each constructed pavilion or gazebo shall have at least one picnic table for each 150 square feet of pavilion or gazebo (rounded down to the nearest whole).

8.9.6.3.4. Benches. No less than one park bench per each 800 linear feet of Weber River Parkway Trail (measured linearly with the Weber River Parkway Trail), spaced no greater than 1,000 feet apart (measured linearly with the Weber River Parkway Trail).

8.9.6.3.5. Weber River Parkway Trail. Master Developer agrees to install the Weber River Parkway Trail, as a Pathway, adjacent to the east banks of the Weber River, and within the Weber River Park pursuant to this **Section 8.9.6** , for the portions of the Weber River to which the Project has direct frontage on the Property's boundary (the "**Weber River Parkway Trail**"). Master Developer shall dedicate the Weber River Parkway Trail to the County, Park District, special service district or other governmental entity, or private non-profit entity, as reasonably acceptable to the County, as an Open Space and trail recreation area. The Weber River Parkway Trail shall be 10-feet wide and constructed of three inches of asphalt on six inches of base-course.

8.9.6.4. 300-Foot River Setback Development. Master Developer agrees to obtain and comply with recommendations of Bowen Collins & Associates, Inc., or, if Bowen Collins & Associates, Inc. is not used, a Qualified Professional mutually selected by the Parties, for any development within 300 feet of the Weber River. Master Developer agrees to cause Bowen Collins & Associates, Inc. or the Qualified Professional, as applicable, to endeavor to include such measures that identify and implement long-term, resilient, economical, and low-maintenance solutions that reasonably protect the quality of water in the Weber River and the habitat of native vegetation and

wildlife along the Weber River, and such recommendations may include but are not necessarily limited to:

8.9.6.4.1. Riparian zone protection, preservation, restoration, and long-term maintenance;

8.9.6.4.2. Erosion control measures, such as implementing engineered solutions recommended by a third party engineer such as riprap, vegetative stabilization, buried riprap trench, or other mitigation measures to minimize the risk of bank instability or the river meandering, as needed, within the 100' Weber River Corridor.

8.9.6.4.3. Floodproofing design, such as constructing buildings with elevated foundations, flood barriers, or other adaptive designs to withstand potential flooding.

8.9.6.4.4. Hydraulic modeling to evaluate the potential impacts of development on flood risk and river dynamics.

8.9.6.4.5. Environmental impact assessment to identify any potential effects on the local environment and water quality, along with proposed mitigation strategies.

8.9.6.4.6. Permit and compliance assurance related to obtaining all applicable and required permits from local, state, and federal agencies, including, without limitation, compliance with FEMA and USACE guidelines for floodplain management and adherence to the Clean Water Act requirements to protect water quality and aquatic habitats.

8.10. Pathways and Trailheads. Master Developer understands that the creation and interconnection of trails/Pathways is a critical part of the County's consideration for this Agreement and the associated rezone. The Parties acknowledge this Agreement facilitates the County in reaching its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. For the avoidance of doubt, the required amenities referenced or set forth in this **Section 8.10** are complimentary and not mutually exclusive of the same or similar amenities referenced in other provisions of this Agreement, including, without limitation, **Section 8.9.6.3**; therefore, satisfaction of such other provisions of this Agreement will satisfy the provisions of this **Section 8.10** and vice versa.

8.10.1. Pathway and Trailhead Dedication.

8.10.1.1. Pathway Dedication. Required trails or Pathways within the Project shall be as provided elsewhere in this Agreement, provided, however, that Pathways within the Project shall be extended and connect to approved pathways that stub or are designed to stub to the exterior Project boundary. Further, each applicable Phase shall stub the internal Project Pathway network to the exterior Project boundary as generally depicted on the General Plan.

8.10.1.2. Trailhead Dedication. Acreage for no less than one (1) trailhead shall be dedicated or conveyed in the general location as illustrated in the Design Code. County agrees to allow trailhead parking to be shared with other parking as long as trailhead parking is not restricted.

8.10.1.2.1. Trailheads as Open Space. Any area dedicated or conveyed

and devoted to use as a trailhead shall be allowed to count toward the Open Space.

8.10.2. Reserved.

8.10.3. Trailhead Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed trailhead shall be developed as an improved trailhead. At a minimum, each trailhead shall provide the following:

8.10.3.1. Parking. Paved access and paved or stabilized lawn vehicle parking sufficient to provide spaces for at least 15 typical passenger vehicles and three vehicles with trailers. Such trailhead parking may be located on streets within a reasonable walking distance of the trailhead.

8.10.3.2. Amenities. Amenities:

8.10.3.2.1. A bicycle fix-it stand.

8.10.3.2.2. A drinking fountain or water bottle filling station.

8.10.3.2.3. A bench or picnic table.

8.10.3.3. Restroom. At least one sewered restroom building(s) with no less than two single-use toilet facilities each.

8.10.3.4. Trailhead Utilities. Trailhead utilities:

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

8.10.3.4.2. Sewer connection sufficient for the sewer needs of the trailhead.

8.10.3.4.3. Electrical connections sufficient for the electrical needs of the trailhead.

8.10.4. Weber River Trail Pedestrian Bridges; Trail Impact Fee Waiver.

8.10.4.1. Subject to **Section 8.10.4.2,** Master Developer agrees to install, or cause to be installed, two (2) pedestrian pathway bridges over the Weber River as part of the Weber River Parkway Trail Improvements contemplated by **Section 8.9.6** herein, as System Improvements. One pedestrian bridge shall be placed in a location determined by Master Developer that connects to the planned pathway within the Promontory Commerce Center and shall be constructed at a time consistent with **Section 8.9.6.** The second pedestrian bridge shall be located between the planned 200 North Street Weber River crossing and the planned 700 North Street Weber River crossing, in an exact location determined by Master Developer, and constructed at a time consistent with **Section 8.9.6**, or at a time when either Party gains control over property on the west side of the river to which the bridge will extend, whichever is later.

8.10.4.2. County is willing and agrees to reimburse Master Developer, by means of trail impact fee credits and consistent with protections against unlawful exactions as it exists in Utah and federal law, for the two (2) pedestrian pathway bridges System Improvements under **Section**

8.10.4.1, together with the payment of a reasonable interest fee to Master Developer if it advances funds for such System Improvements, to be further detailed pursuant to a mutually agreeable reimbursement agreement. Such reimbursement agreement is not a part of this Agreement but shall be executed separate and apart from this Agreement.

8.11. Environmental and Air Quality Standards. The Parties agree to cooperate in good faith to implement the County's overall goal of minimizing development impacts on the environment to a reasonable degree practicable.

8.12. Outdoor Lighting. Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will comply with the County's Outdoor Lighting Ordinance set forth in Chapter 108-16 of the Code.

8.13. Town Architect. Development of the Project shall be supervised by a Town Architect pursuant to the Design Code. The Town Architect shall be a licensed architect who can demonstrate proficiency in Traditional Neighborhood Base Standard. The Town Architect shall not be an employee of Master Developer or any other Subdeveloper of the Project. The Town Architect shall be an independent authority unbeholden to Master Developer and as such, decisions that the Town Architect is authorized to make shall prioritize the overall betterment of the Project and the advancement of the Traditional Neighborhood Base Standard, and the general community at-large. The Town Architect shall have the authority to apply any standard of the Traditional Neighborhood Base Standard to any part of the Property unless it is in conflict with a more specific provision or requirement required to be applied by the Land Use Authority. The role of the Town Architect shall be independent of the applicable Land Use Authority and shall not supersede or preempt the authority of the applicable Land Use Authority. Any supplemental requirement applied by the Town Architect shall not be questioned or controlled by the Land Use Authority unless it is in direct conflict with the obligations of the Land Use Authority.

8.13.1. Nomination and Selection. In the event of a vacancy or resignation of the Town Architect, Master Developer shall present, in writing, a nomination for the position to the County Commission, who shall either confirm or reject the nomination without unreasonable delay. Unless the Parties mutually agree otherwise, the County Commission's failure to confirm or reject within 30 days of receipt of the nomination shall constitute the County Commission's acceptance of the nomination. The County Commission shall not unreasonably reject Master Developer's nomination. Any rejection of a nomination shall be based on objective professional and/or performance criteria of the architect and not based on the performance or compliance of the Master Developer or other matters unrelated to the responsibilities of the Town Architect. Appointment of the Town Architect shall be executed by this Agreement, an amendment to this Agreement, or by a separate resolution of the County Commission.

8.13.2. Initial Appointment. Master Developer hereby nominates Michael Watkins Architect, LLC to be the initial Town Architect for the Project. The County hereby accepts the nomination and executes the appointment.

8.13.3. Mutual Removal and Replacement of Town Architect. Except as otherwise provided herein, the Town Architect can be removed and replaced by mutual agreement of the Parties. Replacement shall follow the same nomination and selection process as set forth herein.

8.13.4. County's Unilateral Removal of Town Architect. The County Commission is hereby authorized to unilaterally remove the Town Architect based on the following circumstances:

8.13.4.1. Immediate Removal. (i) Fraud, an intentional act, or gross negligence in

the Town Architect's administration of the Design Code, (ii) violation of the American Institute of Architect's Code of Ethics and Professional Conduct, as substantiated by a decision made by the National Ethics Council or (iii) commission of or an announced, official investigation of the Town Architect's commission of a felony, each shall be cause, at the sole discretion of the County Commission, for immediate suspension of all duties of the Town Architect, including the suspension of any pending Development Applications with Town Architect's Consent included, pending completion of the dispute resolution process set forth in **Section 13.2.** After which, the County Commission may permanently remove the Town Architect and Master Developer may nominate a replacement. In the interim, and as long as there is no default under this Agreement, a temporary Town Architect may be appointed if requested by Master Developer using the nomination and selection process set forth herein.

8.13.4.2. Removal after Repeat Noncompliance. If the County determines or claims that the Town Architect has not adequately or accurately complied with the Design Code or the Traditional Neighborhood Base Standard, and it is reasonably debatable that the noncompliance is the result of accidental oversight, reasonable interpretive ambiguities, or conflicting written direction from the County, then the County planning division director shall notify the Town Architect and Master Developer, in writing and with specificity, about the noncompliance. The notification shall provide directions for adjustments thereafter, and the Town Architect shall make the directed adjustments moving forward. A repeat noncompliance of more than two (2) written notices under this Section within a three (3) year period and that is in clear violation of the County planning division director's written directions shall then constitute grounds for immediate removal pursuant to **Section 8.13.4.1.**

8.13.5. Master Developer's Removal of Town Architect. Master Developer shall have no unilateral authority to remove the Town Architect, but may request the removal pursuant to **Section 8.13.1** together with a written explanation of the request for removal. If Master Developer requests removal for cause it shall provide the cause for the removal, in writing, to the County Commission. The County Commission shall consider Master Developer's cause for removal, together with any explanation from the Town Architect, and shall not unreasonably withhold, condition, or delay the removal of the Town Architect. The Town Architect shall be removed if Master Developer's request is based on a reason set forth in **Section 8.13.4.1**.

8.13.6. Town Architect Costs. Master Developer shall bear the sole responsibility of contracting with and paying for all expenses related to the Town Architect.

8.14. Application of Design Code. Master Developer agrees to apply the Design Code to the entire Property, which the Town Architect shall implement and enforce. County's application of design standards shall be limited to those specified in the TN zone. In the event the TN zone's design standards conflict with the Design Code, the County planning division director shall determine which shall apply after consultation with the Town Architect.

8.15. Design Code. Master Developer shall finalize a Design Code, which should follow the Traditional Neighborhood Base Standard, for the Project and submit the same to the Town Architect for approval. After the Town Architect approves the Design Code, then all development within the Project must comply with the Design Code and Master Developer agrees to apply the Design Code to the entire Property. Master Developer shall apply the Design Code to any private lot or

Parcel as a private covenant prior to the sale or conveyance of that lot or Parcel, including, without limitation, a provision that authorizes and implements the Town Architect's administration of the Design Code. The Town Architect may amend or modify the Design Code as necessary to facilitate the Project's development so long as the Design Code follows the Traditional Neighborhood Base Standard. The County has no rights or obligations to enforce or approve the Design Code. The Town Architect's administration of the Design Code shall be separate and independent of the County's land use authority under the Act. The County may request that the Town Architect deliver to the County the most recent copy of the Design Code. The initial conceptual Design Code for the Project is attached hereto as **Exhibit C**.

8.16. Boundary Changes. The County and Master Developer shall support and cooperate with each other in any manner reasonably required to ensure completion of any boundary changes relating to the Project as may be requested by Developer and approved by the County. In the event of any boundary changes pursuant to which adjacent or contiguous land areas presently excluded from the Project are incorporated therein, then such land areas, together with any and all development to be constructed thereon, shall be subject to the terms, conditions and requirements of the TN zone and this Agreement, including without limitation the provisions thereunder relating to Open Space and density, and such other terms and conditions as the County and Master Developer may mutually approve. Thus, as a result of any such addition, additional Primary Dwelling Units, Open Space, and other features will be located on such land, and the Maximum Residential Primary Dwelling Units, Open Space and the like for the overall Project shall be increased.

8.17. Certain Code Standards Not Applicable. Notwithstanding anything to the contrary in this Agreement or the TN zone, the land use regulations, standards, provisions, and requirements of Title 108 (Standards) of the Code shall apply to the Property or the Project as modified in Exhibit H.

8.18. Reduction of Development Application Fee. The amount of any fee generally payable to County for the processing of a Development Application shall be reduced given that the design-related portions of the Development Application will be substantially reviewed by the Town Architect rather than County. The amount reduced shall be mutually agreed upon by The County and Master Developer at a future date.

9. Amendments, Modifications, and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). Any Amendment that alters or modifies the Term, alters the Intended Uses, increases the Maximum Residential Primary Dwelling Units, or creates a substantive change to the text of this Amended DA relating to the foregoing items, or is required to be processed as a legislative land use regulation consistent with the requirements of the Code and Utah law shall be considered a "Substantial Amendment" and processed as a legislative land use regulation consistent with the requirements of the Code and Utah law. Any change to (a) provisions for reservation and dedication of substantial portions of land, or (b) any approved mechanism that imposes financial obligations on Master Developer shall be deemed a Substantial Amendment. The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

9.1. Who may Submit Modification Applications. Only the County and Master Developer or a Successor that succeeds to all of the rights and obligations of Master Developer under this

Agreement (and not including a Subdeveloper) may submit a Modification Application. The consent of an owner, occupant, or resident subsequent to development within the Project is not required to amend this Agreement.

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

9.2.1.3. Identification of Non-County Agencies. Identify any Non-County Agencies potentially having jurisdiction over the Modification Application.

9.2.1.4. Identification of Amendment Type. Identify whether the Modification Application relates to a Substantial Amendment or an Administrative Amendment.

9.2.1.5. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application and in accordance with Applicable Law.

9.2.2. County Cooperation in Processing Modification Applications. The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

9.2.3. Planning Commission Review of Modification Applications.

9.2.3.1. Review. All aspects of a Modification Application for a Substantial Amendment or required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

9.2.3.2. Recommendation. The Planning Commission's vote on such Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of such Modification Application by the Board of County Commissioners.

9.2.4. Board of County Commissioners' Review of Modification Application. After the Planning Commission, if required, has made or been deemed to have made its recommendation of the Modification Application for a Substantial Amendment the Board of County Commissioners shall consider the Modification Application. Substantial Amendments shall be in writing mutually agreed to and accepted by the Parties, approved by the Board of County Commissioners, and recorded with the Office of the Weber County Recorder.

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

9.4. Administrative Amendments. Unless otherwise provided by Applicable Law, the Act, or applicable state or federal law, all Amendments that are not Substantial Amendments shall be deemed "Administrative Amendments" and, when approved, shall be approved, and executed by the County planning division director. Subject to the preceding sentence, the Board of County

Commissioners hereby designates the County planning division director as the authorized administrative authority and empowers that official to make all final Administrative Amendment decisions. Administrative Amendments shall be reflected in a writing approved by the County planning division director and the Master Developer, which shall be recorded with the Office of the Weber County Recorder.

9.5. 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.

9.5.1. Major Street and Minor Street Changes. See **Section 8.4.1**.

9.5.2. De Minimis Changes. Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this Agreement and the TN zone, and are Routine and Uncontested.

10. Miscellaneous Provisions.

10.1. Development Applications. Submittal of a Development Application to the County for a Subdivision, design review, Building Permit, or conditional use permit shall include written authorization from Master Developer for the proposed use, pursuant to **Section 8.4**, and written Town Architect Consent for the proposed site and architectural design.

10.2. Land Use Authority for Certain Development Applications. All Development Applications for design review, site plan, or land use permit within the Project shall be reviewed and, if in compliance with all applicable provisions of this Agreement, approved by the County's planning division director acting as the "land use authority" as that term is defined in **Section 103(44) of the Act**. Unless it presents a health or safety concern otherwise governed by Applicable Laws, and except as it relates to public rights-of-way, County acknowledges and agrees that the Town Architect Consent for site layout, building architecture and orientation, landscaping, screening, and other general site design matters satisfies all requirements of Applicable Laws governing such matters and shall be accepted by the Land Use Authority, and shall be promptly accepted by the County. To the extent any Applicable Law requires an Applicant to obtain a development permit not described in this Section, then the County shall be responsible for reviewing and approving such permit application in accordance with Applicable Law, provided, however, if such permit implicates any provision of the Design Code, then the Town Architect shall be responsible for determining the permit's compliance with the Design Code.

10.3. Reserved.

10.4. Financial Guarantee Requirements. Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Effective Date. In addition to required financial guarantee requirements for public Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required public Improvements specified in this Agreement.

10.3. Financial Assurance and Guarantee for Public Landscaping and Open Space Improvements. Master Developer agrees to provide a financial assurance and guarantee to the County for required landscaping on public property, including public rights-of-way, and for the final 20 acres of the Project's Public Park Open Space Improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.4** of this Agreement.

10.5. Future Taxes, Services, and Districts.

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

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

10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity. If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property, so long as the Proposed Taxing Entity or Proposed Tax is lawful and does not effect a taking. Subject to the foregoing, future owners are hereby on notice that the right is waived. The Board of County Commissioners may consent, in writing, to the protest and waiver of this provision.

10.6. Expert Review for Development Applications. Nothing in this agreement shall be construed to mean that County cannot subject a Development Application to Outsourcing, including expert peer reviews of the work conducted by Qualified Professionals. If the County subjects a Development Application to Outsourcing, then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

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

10.8. Provision of Services. The County agrees to provide all County services to the Project that it provides at the level of service provided from time-to-time to other residents and properties within the unincorporated areas of the County. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County. If, after a reasonable period of time but at least one (1) year of the County providing applicable services, the County may, with prior written notice to Master Developer, commission a study by a Qualified Professional to determine the existence of any incremental cost between the existing level of service for the unincorporated areas of the County and the services proposed in a Development Application for any service, administration, operations, maintenance, ownership, or any other obligation or burden arising on the County. If such study by a Qualified Professional establishes any such proven, incremental cost,

then (i) such incremental cost shall be exclusively born by Master Developer, a special service district, an HOA, community foundation, or similar, or some combination thereof, and (ii) Master Developer will reimburse the County for fifty percent (50%) of the actual cost incurred for the Qualified Professional's study, before County shall be obligated to assume any such incremental obligation or burden, or act on any item that creates such incremental cost or burden.

10.9. Schools; Library, Fire District Facility. County agrees that the acreage for public school grounds may be counted toward the Open Space requirement pursuant to **Section 8.9.1** and forty percent of the acreage for public school grounds may be counted toward the 100' Weber River Park area requirement pursuant to **Section 8.9.6.1**. Master Developer agrees to diligently pursue, in good faith, a collaborative and cooperative relationship with the Weber School District leadership to designate and reserve properties for future school sites. Care shall be taken to find mutual community gains by locating schools adjacent to public park facilities wherever possible. County agrees that the acreage for a Weber County Library facility may be counted toward the Open Space requirement pursuant to **Section 8.9.1** and forty percent of the acreage for Weber County Library facility may be counted toward the 100' Weber River Park area requirement pursuant to **Section 8.9.6.1**. County agrees that the acreage for Weber Fire District facilities may be counted toward the Open Space requirement pursuant to **Section 8.9.1** and forty percent of the acreage for Weber Fire District facilities may be counted toward the 100' Weber River Park area requirement pursuant to **Section 8.9.6.1**. Master Developer agrees to cooperate in good faith with the Weber Fire District regarding any potential Weber Fire District sites.

10.10. System Improvements. Except as provided in and subject to **Section 8.8.2 and Section 8.10.4**, the County shall not require Master Developer to construct any System Improvements or upsize any other Improvements for the Project unless and until after the County and Master Developer execute a reimbursement agreement, including a provision for the payment of a reasonable interest fee to the party advancing any such funds for an oversized improvement, on terms acceptable to the Parties, consistent with protections against unlawful exactions as exist in Utah and federal law.

10.11. Senior Housing. The Project is planned as a multigenerational community that supports a broad spectrum of housing needs, including opportunities well-suited for senior residents. The Project's walkable layout, diverse housing types, and proximity to parks, trails, and neighborhood amenities are expected to naturally appeal to senior households. Master Developer is committed to fostering a community framework that welcomes residents at all life stages, including seniors, through thoughtful design and a variety of residential options.

10.12. Development Adjacent to 4700 West. Excluding any commercial building, including a mixed-use building, with 4700 West Street frontage and ground-level uses devoted exclusively to commercial uses, Master Developer agrees that any residential development, adjacent to 4700 West Street will require a twenty-five-foot (25') wide landscaping buffer, measured from the planned 4700 West right-of-way line, unless the planning division director otherwise approves or reduces such requirement in compliance with the general plan. The planning division director may, among other reasons, reduce such requirement if a separate community benefit is proposed with the applicable Development Application.

11. General Provisions.

11.1. Integration. This Agreement, and all exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written Amendment.

11.2. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11.3. No Third Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public Improvement shall be the County's.

11.4. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned in whole by Master Developer with the consent of the County as provided herein. No partial assignment shall be allowed except as allowed or approved in this **Section 11.4**.

11.4.1. Sales not an Assignment. Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment". Despite the selling or conveyance, as it relates to the Parties, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

11.4.2. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project, or Master Developer's pledging of part or all of the Project as security for financing, shall each not require the County's prior consent and shall each be considered pre-approved by the County. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred if there is a newly responsible Party and such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

11.4.3. Non-Related Entity; Notice. Master Developer's assignment of all or any part of the Master Developer's rights and responsibilities under this Agreement to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the County's approval, which shall not be unreasonably withheld, conditioned or delayed. Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Unless the County objects in writing within twenty (20) business days of the Notice, the County shall be deemed to have approved of and consented to the assignment. Such Notice shall include the following:

11.4.3.1. All necessary contact information for the proposed Assignee.

11.4.3.2. The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

11.4.3.3. A verbatim transcription of this **Section 11.4.** "Assignability," or future amendment thereof, if applicable.

11.4.4. Grounds for Denying Non-Related Entity Assignment. The County may only withhold its consent under **Section 11.4.3** for the reasons listed in this **Section 11.4.4**. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in **Sections 13.2.**

11.4.4.1. If the County is not reasonably satisfied of the proposed Assignee's ability

to perform the obligations of Master Developer proposed to be assigned;

11.4.4.2. there is an existing breach of a development obligation owed to the County or a Non-County Agency by the Assignee or an Assignee-related entity that has not either been cured or in the process of being cured in a manner acceptable to the County; or

11.4.4.3. the proposed Assignee or an Assignee-related entity has a documented history of failing to meet its obligations in prior agreements with the County or other governmental entities.

11.4.5. Assignee Bound by this Agreement. Subject to the terms of this Agreement, including this **Section 11.4**, an Assignee shall be bound by the assigned terms and conditions of this Agreement.

11.4.6. Lease of Parcels; Financing. The notice, approval, and consent provisions set forth in this **Section 11.4** do not apply to Master Developer's lease of parcels within the Project. Master Developer may pledge part or all of the Project as security for financing without requiring County's approval.

11.4.7. Assignment and Transfer of Development. Subject to the County's express approval rights set forth in this **Section 11.4**, Master Developer may execute and deliver a "Transfer Acknowledgment" in the form attached hereto as **Exhibit G** for the purpose of notifying the County of any event specified in this **Section 11.4**. Upon delivery of a fully executed Transfer Acknowledgment, the obligations of Master Developer shall automatically be assigned and assumed to the identified Assignee and Master Developer shall be released from the obligations that are assumed by the identified Assignee.

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

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

11.7. Severability. If any 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.

11.8. Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the County planning division director and the initial representative for Master Developer shall be the individuals listed in **Section 12 (Notices)** under Master Developer. The parties may change their designated representatives by Notice.

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

11.10. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties

hereto intend that Utah law shall apply to the interpretation hereof.

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

11.12. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This Section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

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

11.14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, pandemics, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

11.16. Reserved.

11.17. 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.

11.18. Agreement Recordation Deadline. This Agreement shall be considered abandoned and become null and void if not presented to the County for recordation within one (1) year of the Effective Date. The County agrees to record the Agreement within fifteen (15) calendar days after Master Developer's presentation of the signed Agreement.

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), or by facsimile transmission or email as provided herein.

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

section.

If to the County:

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

With copies to:

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

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

If to Master Developer:

BlackPine, LLC
221 25th Street, Ste. 213
Ogden, UT 84401
Attn: Jeff Beck and Daniel Stephens
Email: Jeff@theblackpinegroup.com
Daniel@theblackpinegroup.com

With copies to:

Snell & Wilmer LLP
Attn: Craig Jenson
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: cjenson@swlaw.com

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

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

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

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

13. Default and Remedies.

13.1. Notice of Default. If Master Developer or a Subdeveloper or the County fails to perform their

respective obligations hereunder or to comply with the terms hereof, the other Party shall provide Notice to the Party in failure of its performance or compliance obligations.

13.1.1. Contents of the Notice of Default. The Notice under this subsection shall:

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

13.1.1.2. Identification of Provisions. Identify with reasonable particularity the failure or the provisions of any Applicable Law or provision of this Agreement that is claimed to be in Default;

13.1.1.3. Specify Materiality. Identify if the failure is claimed to be a Default and, if so, why the failure is claimed to be material; and

13.1.1.4. Notice of Cure. State that if the failure or alleged Default is not cured within thirty (30) days of the Notice, the non-defaulting Party will consider such other Party in Default. If any failure or alleged Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended an additional thirty (30) days so long as the defaulting Party can provide evidence that it has commenced and is pursuing a cure with reasonable diligence to completion. The non-defaulting Party may, in its discretion, propose a method for curing the failure in such Notice.

13.2. Dispute Resolution Process.

13.2.1. Conference. In the event of any Notice delivered pursuant to **Section 13.1** or a dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days after delivery of the Notice of the request to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.2.2. Mediation. If the Conference process is elected and does not resolve the dispute within the 14-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 after the close of the 14-day Conference period. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their remedies in accordance with **Section 13.3.**

13.3. Remedies. If the Parties are not able to resolve the Default within the cure period under **Section 13.1** or, if elected, by the “Dispute Resolution Process” under **Section 13.2**, then the parties shall have the right to pursue any or all of the following remedies:

13.3.1. Code Enforcement. If the Master Developer’s failure to comply with this Agreement constitutes a violation of the Code, such failure may be subject to the enforcement provisions and remedies thereof.

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

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

13.3.4. Withholding Further Development Approvals. The right to withhold any or all further reviews or approvals of Development Applications for development of the Project in the case of a Default by Master Developer until the Default has been cured.

13.3.5. Cure or Enjoin. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

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

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

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

13.5. Default of Assignee. A default of any obligations assumed by an Assignee shall not be deemed a default of Master Developer.

14. Entire Agreement.

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

15. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual Primary Dwelling Units, Commercial Development 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 Primary Dwelling Units, Commercial Development or lots; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise, it being the intent of this Agreement that it governs the development of the Project.

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.

17. Referendum or Challenge.

Both Parties understand that a legislative action by the Board of County Commissioners may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Board of County Commissioner's approval of this Agreement or the TN zone, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Master Developer may deliver a notice of rescission to the County to terminate this Agreement. Upon Master Developer's delivery

of a notice of rescission pursuant to this **Section 17**, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either Party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under 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: _____

Sharon Bolos
Chair, Weber County Commission

DATE: 1/16/26

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CLERK / AUDITOR OFFICIAL SEAL WEBER COUNTY, UTAH

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

BENNET, LLC, a Utah limited liability company

By: _____

Print Name: Jeff Beck

Title: Manager

DATE: 12/22/25

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

The foregoing instrument was acknowledged before me this 22 day of December, 2025 by Jeffrey Beck, as Manager of BENNET, LLC, a Utah limited liability company.

NOTARY PUBLIC
MANDY PIERCE
730370
MY COMMISSION EXPIRES
APRIL 03, 2027
STATE OF UTAH

Mandy Pierce

NOTARY PUBLIC

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

GGA, LLC, a Utah limited liability company

By: _____

Print Name: Ron B Gibson

Title: Manager

DATE: 12/12/25

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

The foregoing instrument was acknowledged before me this 12 day of December, 2025, by Ron B. Gibson, as Manager of GGA, LLC, a Utah limited liability company.

GENNEVA BLANCHARD
Notary Public, State of Utah
Commission # 739447
My Commission Expires On
September 30, 2028

_____
NOTARY PUBLIC

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

Shayne R. Bitton

Cara L. Bitton

DATE: 10/3/25

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

The foregoing instrument was acknowledged before me this 3 day of October, 2025, by Cara L. Bitton and Shayne R. Bitton.

NOTARY PUBLIC

GENNEVA BLANCHARD
Notary Public, State of Utah
Commission # 739447
My Commission Expires On
September 30, 2028

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

Gibson Legacy, LLC, a Utah limited liability company

By: Julie Eggington

Print Name: Julie Eggington

Title: President

DATE: 9/24/25

Owner Acknowledgment

State of Utah)

)ss.

County of Davis)

The foregoing instrument was acknowledged before me this 24 day of Sept, 2025, by Julie Eggington, as President of Gibson Legacy, LLC, a Utah limited liability company.

CHERISE SMITH
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 728904
COMM. EXP. 01/20/2027

NOTARY PUBLIC

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

Brett and Renee Wagstaff Family Trust

By: Brent W. Wagstaff
Print Name: Brent William Wagstaff
Title: Trustee

DATE: October 1, 2025

Owner Acknowledgment

State of Utah)
)ss.
County of Weber)

The foregoing instrument was acknowledged before me this 1 day of October, 2025 by Brent Wagstaff, as Trustee of the Brett and Renee Wagstaff Family Trust.

GENNEVA BLANCHARD
Notary Public, State of Utah
Commission # 739447
My Commission Expires On
September 30, 2028

NOTARY PUBLIC

By: Anna ReNee Beck Gee Wagstaff
Print Name: Anna ReNee Beck Gee Wagstaff
Title: Trustee

DATE: October 1st, 2025

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

The foregoing instrument was acknowledged before me this 1 day of October, 2025, by Anna Renee Wagstaff, as Trustee of the Brett and Renee Wagstaff Family Trust.

GENNEVA BLANCHARD
Notary Public, State of Utah
Commission # 739447
My Commission Expires On
September 30, 2028

NOTARY PUBLIC

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

KN & LN, LLC, a Utah limited liability company

By: Lana Nielsen

Print Name: Lana Nielsen Kent Nielsen

Title: Owners

DATE: 9-17-2025

Owner Acknowledgment

State of MN)

)ss.

County of Todd)

The foregoing instrument was acknowledged before me this 17 day of Sept, 2025 by Lana + Kent Nielsen, as owners of KN & LN, LLC, a Utah limited liability company.

Alisha Winter

NOTARY PUBLIC

ALISHA M. WINTER
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Exhibit A – Property Legal Description

[On following pages.]

A parcel of land located in the East Half of Section 7, West Half of Section 8, West Half of Section 17, East Half and Southwest Quarter of Section 18, and Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the Center of Section 17 (6N2W17C – 2023); thence S. 00°54'07" W. 325.91 feet along the Quarter Section Line; thence N. 89°33'05" W. 925.90 feet to the center of an existing ditch; thence along the center of said existing ditch the following three (3) courses: 1) S. 01°00'48" W. 266.57 feet; 2) S. 00°08'28" W. 318.02 feet; 3) S. 00°54'43" E. 76.40 feet to a northerly edge of dirt road; thence N. 89°06'16" W. 130.79 feet along said northerly edge of dirt road to a north extension of the centerline of an existing ditch; thence along said extension and centerline of existing ditch the following tow (2) courses: 1) S. 00°14'35" W. 271.83 feet; 2) S. 02°19'14" E. 81.27 feet; thence S. 89°09'36" E. 673.52 feet; thence S. 01°49'43" W. 506.66 feet to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence S. 88°44'54" E. 340.26 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering” and a westerly right-of-way line of 4700 West Street; thence S. 01°06'08" W. 513.34 feet along said westerly right-of-way line to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence N. 89°03'02" W. 1,304.03 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering”; thence N. 00°34'19" E. 6.70 feet to a easterly extension of an old existing wire fence; thence N. 89°51'09" W. 1,317.23 feet along said extension and old existing wire fence and extension thereof to the Section Line; thence N. 00°44'30" E. 136.95 feet along said Section Line; thence N. 89°19'20" W. 1,393.18 feet to an along an existing wire fence to a fence post; thence S. 01°57'57" W. 139.10 feet; thence S. 01°05'40" W. 192.54 feet; thence S. 01°03'13" W. 383.32 feet to an along an existing fence; thence along said existing fence the following six (6) courses: 1) S. 01°38'51" W. 336.73 feet; 2) S. 03°54'55" W. 47.92 feet; 3) S. 06°30'05" W. 46.97 feet; 4) S. 19°10'57" W. 12.75 feet; 5) S. 33°37'26" W. 18.71 feet; 6) S. 01°57'07" W. 258.51 feet to the northerly right-of-way line of 1200 Street also, known as Project No. LG_WC_1200 South; thence N. 88°48'23" W. 810.00 feet along said northerly right-of-way line to the easterly line of K & K Moo View Subdivision recorded August 2, 2002 as Entry No. 1866233 in Book 56, at Page 19 in the Office of the Weber County Recorder; thence along said K & K Moo View Subdivision the following two (2) courses: 1) N. 04°26'49" E. 1,130.77 feet; 2) N. 86°44'10" W. 202.66 feet to the northwesterly corner of said K & K Moo View Subdivision and an existing fence; thence N. 04°41'07" E.

209.84 feet along said existing fence; thence N. 07°27'33" E. 62.39 feet along said existing fence; thence N. 03°02'11" E. 48.67 feet along a broken fence; thence N. 00°07'35" E. 61.59 feet along a broken fence; thence N. 23°41'14" W. 66.55 feet to a fence corner; thence along said fence the following two (2) courses: 1) N. 23°04'15" W. 51.55 feet; 2) N. 44°38'16" W. 85.79 feet to a railroad tie; thence N. 61°43'07" W. 65.61 feet to the center of channel of Weber River; thence along said center of channel of Weber River the following thirty-six (36) courses: 1) N. 30°18'11" E. 14.34 feet; 2) N. 04°52'41" W. 272.77 feet; 3) N. 35°48'16" W. 294.17 feet; 4) N. 69°59'01" W. 378.34 feet; 5) N. 47°23'38" W. 313.57 feet; 6) N. 37°12'51" W. 290.22 feet; 7) N. 12°18'57" W. 168.55 feet; 8) N. 08°15'50" E. 124.04 feet; 9) N. 14°23'03" E. 443.45 feet; 10) N. 85°56'51" E. 180.52 feet; 11) S. 74°02'23" E. 225.40 feet; 12) S. 78°53'20" E. 263.31 feet; 13) S. 89°27'21" E. 433.05 feet; 14) N. 60°19'39" E. 237.66 feet; 15) N. 43°53'15" E. 155.25 feet; 16) N. 21°59'13" E. 169.36 feet; 17) N. 23°33'34" W. 177.12 feet; 18) N. 37°53'31" W. 228.96 feet; 19) N. 25°11'53" E. 124.39 feet; 20) N. 73°36'04" E. 198.80 feet; 21) N. 85°56'24" E. 230.55 feet; 22) S. 73°26'31" E. 162.75 feet; 23) S. 41°30'10" E. 177.43 feet; 24) S. 11°13'36" E. 159.60 feet; 25) S. 00°27'13" W. 85.79 feet; 26) S. 09°42'20" W. 75.94 feet; 27) S. 15°26'29" W. 44.53 feet; 28) S. 28°20'57" W. 114.74 feet; 29) S. 33°47'02" W. 77.48 feet; 30) S. 28°17'35" W. 80.69 feet; 31) S. 06°42'37" W. 69.66 feet; 32) S. 00°18'17" W. 46.40 feet; 33) S. 09°29'25" E. 57.10 feet; 34) S. 28°26'30" E. 64.60 feet; 35) S. 43°38'03" E. 78.32 feet; 36) S. 49°03'06" E. 44.57 feet; thence S. 00°44'30" W. 90.49 feet to the top bank of the Weber River; thence along said top bank of the Weber River the following thirteen (13) courses: 1) S. 52°56'51" E. 69.44 feet to a point of tangency with a 275.00 feet radius to the left, concave North; 2) Easterly 472.87 feet along the arc of said curve, through a central angle of 98°31'21" (Chord bears N. 77°47'28" E. 416.73 feet); 3) N. 28°31'47" E. 319.08 feet; 4) N. 53°50'39" E. 114.80 feet; 5) N. 37°12'37" E. 280.54 feet; 6) N. 18°27'47" E. 185.42 feet to a point of tangency with a 550.00 feet radius to the left, concave westerly; 7) Northerly 460.05 feet along the arc of said curve, through a central angle of 47°55'31" (Chord bears N. 05°29'59" W. 446.75 feet); 8) N. 29°27'44" W. 297.86 feet; 9) N. 38°36'35" W. 144.11 feet; 10) N. 45°25'13" W. 177.78 feet to a point of tangency with a 275.00 feet radius to the right, concave easterly; 11) Northerly 384.56 feet along the arc of said curve, through a central angle of 80°07'24" (Chord bears N. 05°21'31" W. 353.99 feet); 12) N. 34°42'11" E. 158.99 feet; 13) N. 13°51'45" E. 234.56 feet; thence to and along an existing wire fence the following two (2) courses: 1) N. 87°32'10" E. 132.46 feet; 2) S. 89°31'53" E. 658.06 feet to the Section Line; thence N. 00°44'37" E. 649.12 feet along the Section Line to the Northwest Corner of said Section 17 (6N2W18NE – 1963);

thence S. 89°43'59" E. 500.00 feet along the Section Line; thence N. 00°18'59" W. 596.81 feet; thence to and along an existing wire fence the following three (3) courses: 1) N. 89°38'14" W. 741.41 feet; 2) N. 05°56'52" E. 202.29 feet; 3) N. 85°17'34" W. 643.96 feet to said top bank of the Weber River; thence along said top bank of the Weber River the following seventeen (17) courses: 1) N. 08°30'10" E. 230.11 feet; 2) N. 00°40'13" W. 232.22 feet; 3) N. 07°52'21" E. 438.26 feet; 4) N. 30°57'57" E. 120.64 feet; 5) N. 56°14'58" E. 360.09 feet to a point of tangency with a 850.00 feet radius to the left, concave northwesterly; 6) Northeasterly 653.13 feet along the arc of said curve, through a central angle of 44°01'32" (Chord bears N. 34°14'13"E. 637.18 feet); 7) N. 12°13'27" E. 80.73 feet; 8) N. 20°52'33" E. 203.01 feet; 9) N. 18°41'57" E. 307.33 feet; 10) N. 50°56'30" E. 88.91 feet; 11) N. 56°35'00" E. 129.38 feet; 12) N. 63°17'55" E. 127.45 feet; 13) N. 72°57'00" E. 71.26 feet; 14) N. 79°49'34" E. 186.95 feet; 15) S. 83°18'14" E. 149.03 feet; 16) S. 75°00'05" E. 254.48 feet; 17) N. 79°04'38" E. 102.05 feet to an existing wire fence shown on that Record of Survey filed as #834 in the Office of the Weber County Surveyor; thence along said existing fence shown in said Record of Survey filed as #834 the following two (2) courses: 1) S. 01°10'31" W. 693.30 feet; 2) S. 01°15'46" W. 490.92 feet; thence S. 01°16'22" W. 1,062.40 feet along said existing fence as shown on that Record of Survey filed as #2559 in the Office of said Surveyor to a fence corner on the northerly side of an existing 20.00-foot right of way; thence S. 00°00'03" W. 20.04 feet; thence S. 88°43'44" E. 1,567.76 feet to the Quarter Section Line; thence S. 00°51'09" W. 1,023.31 feet along the Quarter Section Line to the North Quarter Corner of said Section 17; thence N. 89°43'59" W. 432.74 feet along the Section Line to the northwesterly corner of Hucknall Torkard Villas recorded May 25, 2018 as Entry No. 2922676 in Book 83, at Page 45 in the Office of the Weber County Recorder; thence along said Hucknall Torkard Villas the following four (4) courses: 1) S. 07°02'52" E. 91.36 feet; 2) S. 18°57'16" E. 341.07 feet; 3) S. 00°39'01" E. 188.19 feet; 4) S. 89°12'29" E. 301.27 feet to the Quarter Section Line; thence S. 00°41'56" W. 70.03 feet along the Quarter Section Line to the northeasterly corner of a parcel of land shown on that Record of Survey filed as #539 in the Office of said Surveyor ; thence along said parcel shown on said Record of Survey filed as #539 the following three (3) courses: 1) N. 89°12'29" W. 2,474.95 feet; 2) S. 00°41'57" W. 1,074.64 feet; 3) S. 89°19'25" E. 2,242.00 feet to the northwesterly corner of Lot 1, Ingram Subdivision recorded March 19, 2013 as Entry No. 2625850 in Book 73, at Page 84 in the Office of said Weber County Recorder; thence S. 00°42'08" W. 661.53 feet along the westerly line of said Ingram Subdivision and CJ Hancock Subdivision recorded September 22,

2010 as Entry No. 2492767 in Book 71, at Page 58 in the Office of said Recorder and extension thereof; thence S. 89°18'04" E. 224.44 feet to and along and existing wire fence to the Quarter Section Line; thence S. 00°54'09" W. 243.85 feet along said Quarter Section Line to the **Point of Beginning**.

The above-described parcel contains 24,459,473 sq. ft. or 561.512 acres, more or less.

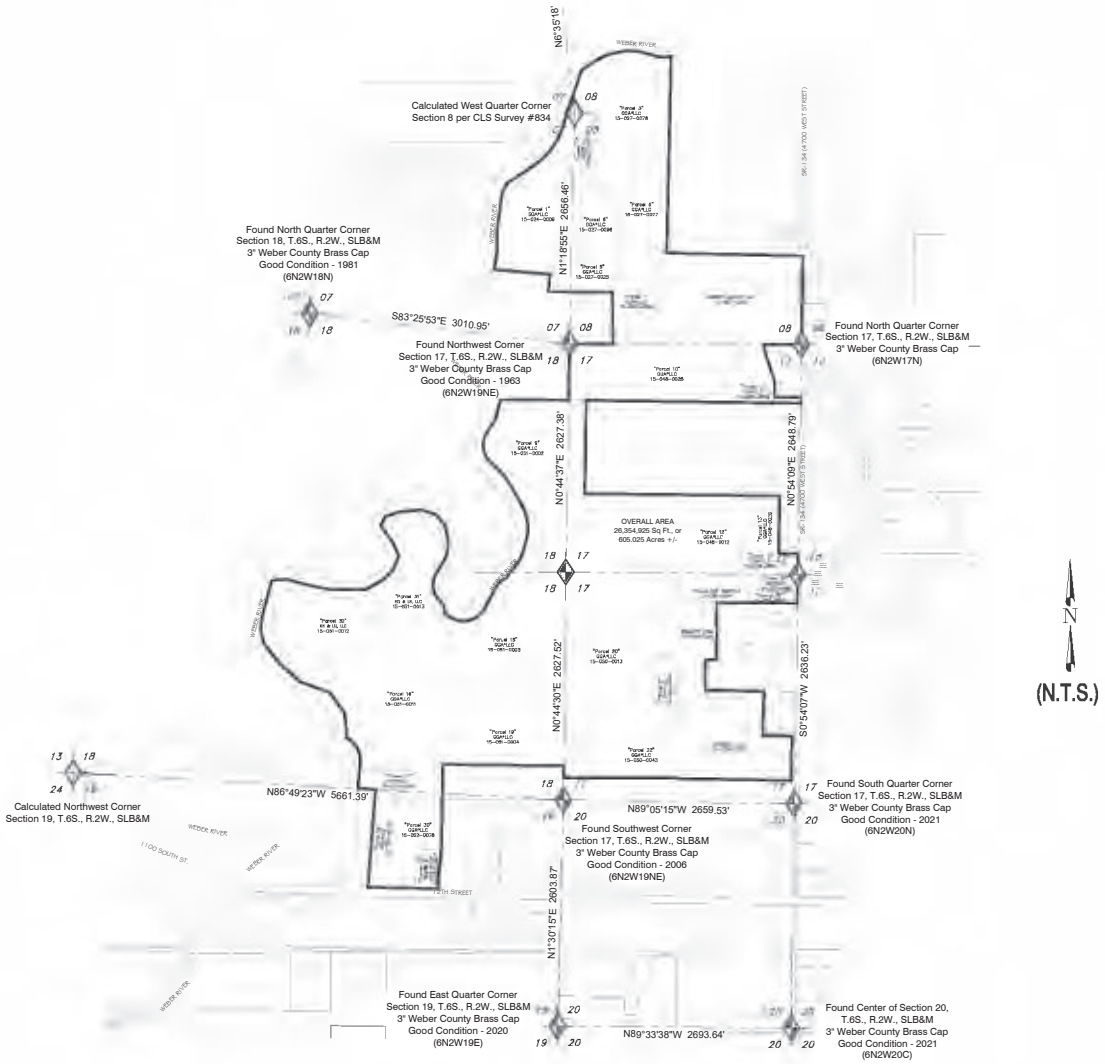
EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 00°54'07" W. along the Quarter Section line between the Center of Section (6N2W17C - 2023) and the South Quarter Corner of said Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

DEVELOPMENT AGREEMENT

LOCATED IN THE EAST HALF OF SECTION 7, THE WEST HALF OF SECTION 8, THE EAST HALF AND SOUTHWEST QUARTER OF SECTION 18, WEST HALF OF SECTION 17, AND NORTHEAST QUARTER OF SECTION 19 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WEST WEBER CITY, WEBER COUNTY, UTAH

DECEMBER 2025



NO.	DATE	DESCRIPTION OF REVISION	INITIAL

PREPARED BY:

CIVIL ENGINEERING + SURVEYING

10718 SOUTH BECKSTEAD LANE STE. 102, SOUTH JORDAN, UT 84095
Phone: 435-503-7841

DEVELOPMENT AGREEMENT

BlackPine Group

E 1/2, Sec. 7, W 1/2, Sec. 8, E 1/2 & SW 1/4, Sec. 18, W 1/2, Sec. 17, NE 1/4, Sec. 19, NW 1/4, Sec. 20, T6N., R2W., SLB&M.

Prepared By: BFM	Date: 12/23/2025	
Surveyed By: JL	Date: 05/07/2024	
Checked By: BFM	Date: 12/23/2025	

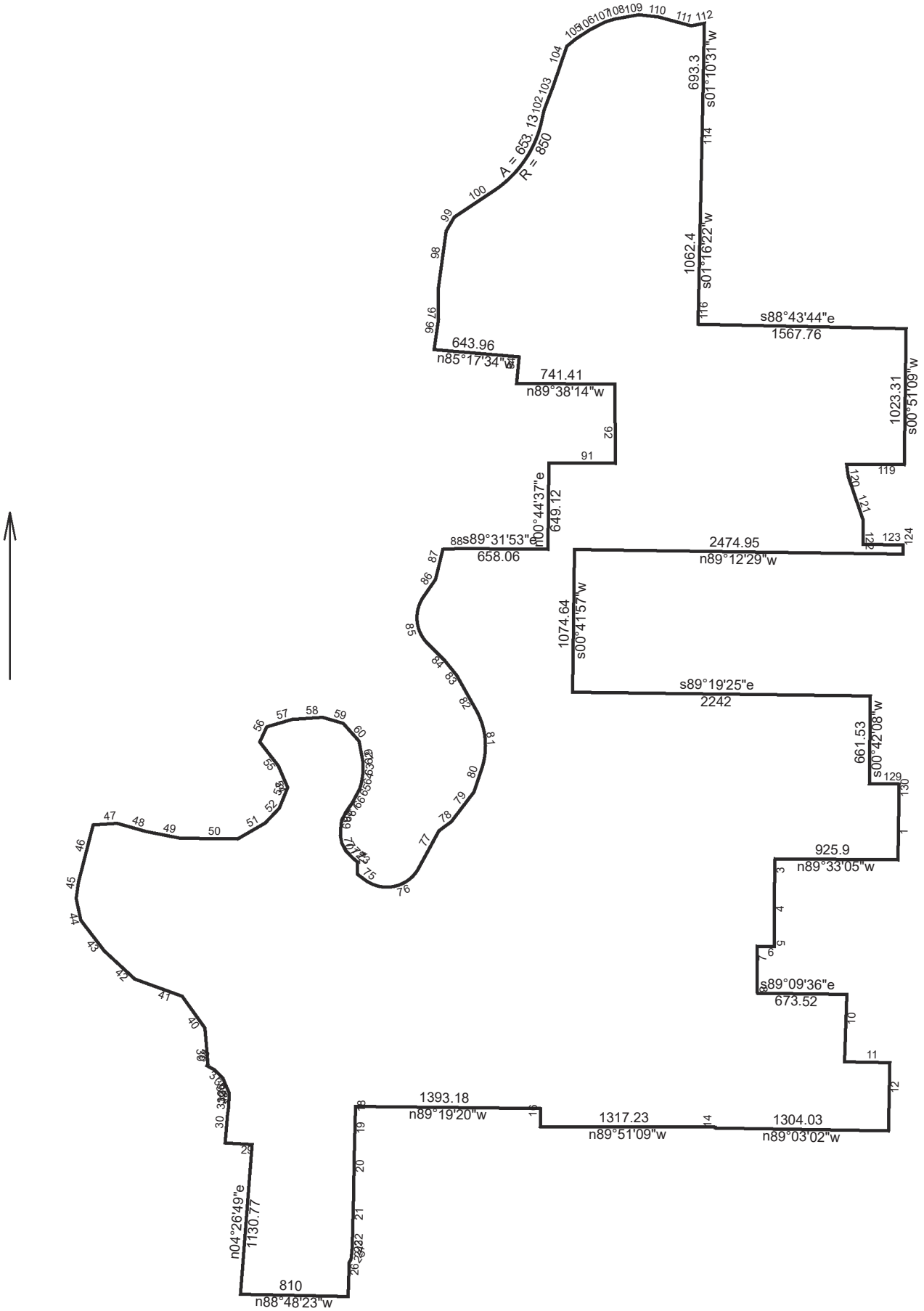
16

SVY

PROJECT ID: 524-131

DATE: 12/23/2025

FILE NAME:



West Weber Gibson Development Agreement Boundary	12/23/2025
Scale: 1 inch= 1050 feet	File:

Tract 1: 561.5127 Acres, Closure: n09.4131w 0.02 ft. (1/999999), Perimeter=43537 ft.

Tract Data and Deed Calls

Tract 01: 561.5127 Acres, Closure: n09.4131w 0.02 ft. (1/999999), Perimeter=43537 ft.

1: s00.5407w 325.91
2: n89.3305w 925.9
3: s01.0048w 266.57
4: s00.0828w 318.02
5: s00.5443e 76.4
6: n89.0616w 130.79
7: s00.1435w 271.83
8: s02.1914e 81.27
9: s89.0936e 673.52
10: s01.4943w 506.66
11: s88.4454e 340.26
12: s01.0608w 513.34
13: n89.0302w 1304.03
14: n00.3419e 6.7
15: n89.5109w 1317.23
16: n00.4430e 136.95
17: n89.1920w 1393.18
18: s01.5757w 139.1
19: s01.0540w 192.54
20: s01.0313w 383.32
21: s01.3851w 336.73
22: s03.5455w 47.92
23: s06.3005w 46.97
24: s19.1057w 12.75
25: s33.3726w 18.71
26: s01.5707w 258.51
27: n88.4823w 810
28: n04.2649e 1130.77
29: n86.4410w 202.66
30: n04.4107e 209.84
31: n07.2733e 62.39
32: n03.0211e 48.67
33: n00.0735e 61.59
34: n23.4114w 66.55
35: n23.0415w 51.55
36: n44.3816w 85.79
37: n61.4307w 65.61
38: n30.1811e 14.34
39: n04.5241w 272.77
40: n35.4816w 294.17
41: n69.5901w 378.34
42: n47.2338w 313.57
43: n37.1251w 290.22
44: n12.1857w 168.55
45: n08.1550e 124.04
46: n14.2303e 443.45
47: n85.5651e 180.52
48: s74.0223e 225.4
49: s78.5320e 263.31
50: s89.2721e 433.05
51: n60.1939e 237.66
52: n43.5315e 155.25
53: n21.5913e 169.36
54: n23.3334w 177.12
55: n37.5331w 228.96
56: n25.1153e 124.39
57: n73.3604e 198.8
58: n85.5624e 230.55
59: s73.2631e 162.75

Tract Data and Deed Calls

60: s41.3010e 177.43
61: s11.1336e 159.6
62: s00.2713w 85.79
63: s09.4220w 75.94
64: s15.2629w 44.53
65: s28.2057w 114.74
66: s33.4702w 77.48
67: s28.1735w 80.69
68: s06.4237w 69.66
69: s00.1817w 46.4
70: s09.2925e 57.1
71: s28.2630e 64.6
72: s43.3803e 78.32
73: s49.0306e 44.57
74: s00.4430w 90.49
75: s52.5651e 69.44
76: curve left radius 275 arc 472.87 delta 98.3121 chord n77.4728e 416.73
77: n28.3147e 319.08
78: n53.5039e 114.80
79: n37.1237e 280.54
80: n18.2747e 185.42
81: curve left radius 550 arc 460.05 delta 47.5531 chord n05.2959w 446.75
82: n29.2744w 297.86
83: n38.3635w 144.11
84: n45.2513w 177.78
85: curve right radius 275 arc 384.56 delta 80.0724 chord n05.2131w 353.99
86: n34.4211e 158.99
87: n13.5145e 234.56
88: n87.3210e 132.46
89: s89.3153e 658.06
90: n00.4437e 649.12
91: s89.4359e 500
92: n00.1859w 596.81
93: n89.3814w 741.41
94: n05.5652e 202.29
95: n85.1734w 643.96
96: n08.3010e 230.11
97: n00.4013w 232.22
98: n07.5221e 438.26
99: n30.5757e 120.64
100: n56.1458e 360.09
101: curve left radius 850 arc 653.13 delta 44.0132 chord n34.1413e 637.18
102: n12.1327e 80.73
103: n20.5233e 203.01
104: n18.4157e 307.33
105: n50.5630e 88.91
106: n56.3500e 129.38
107: n63.1755e 127.45
108: n72.5700e 71.26
109: n79.4934e 186.95
110: s83.1814e 149.03
111: s75.0005e 254.48
112: n79.0438e 102.05
113: s01.1031w 693.3
114: s01.1546w 490.92
115: s01.1622w 1062.4
116: s00.0003w 20.04
117: s88.4344e 1567.76
118: s00.5109w 1023.31
119: n89.4359w 432.74
120: s07.0252e 91.36

Tract Data and Deed Calls

121: s18.5716e 341.07
122: s00.3901e 188.19
123: s89.1229e 301.27
124: s00.4156w 70.03
125: n89.1229w 2474.95
126: s00.4157w 1074.64
127: s89.1925e 2242
128: s00.4208w 661.53
129: s89.1804e 224.44
130: s00.5409w 243.85

Exhibit B-1 – Property Graphic Depiction

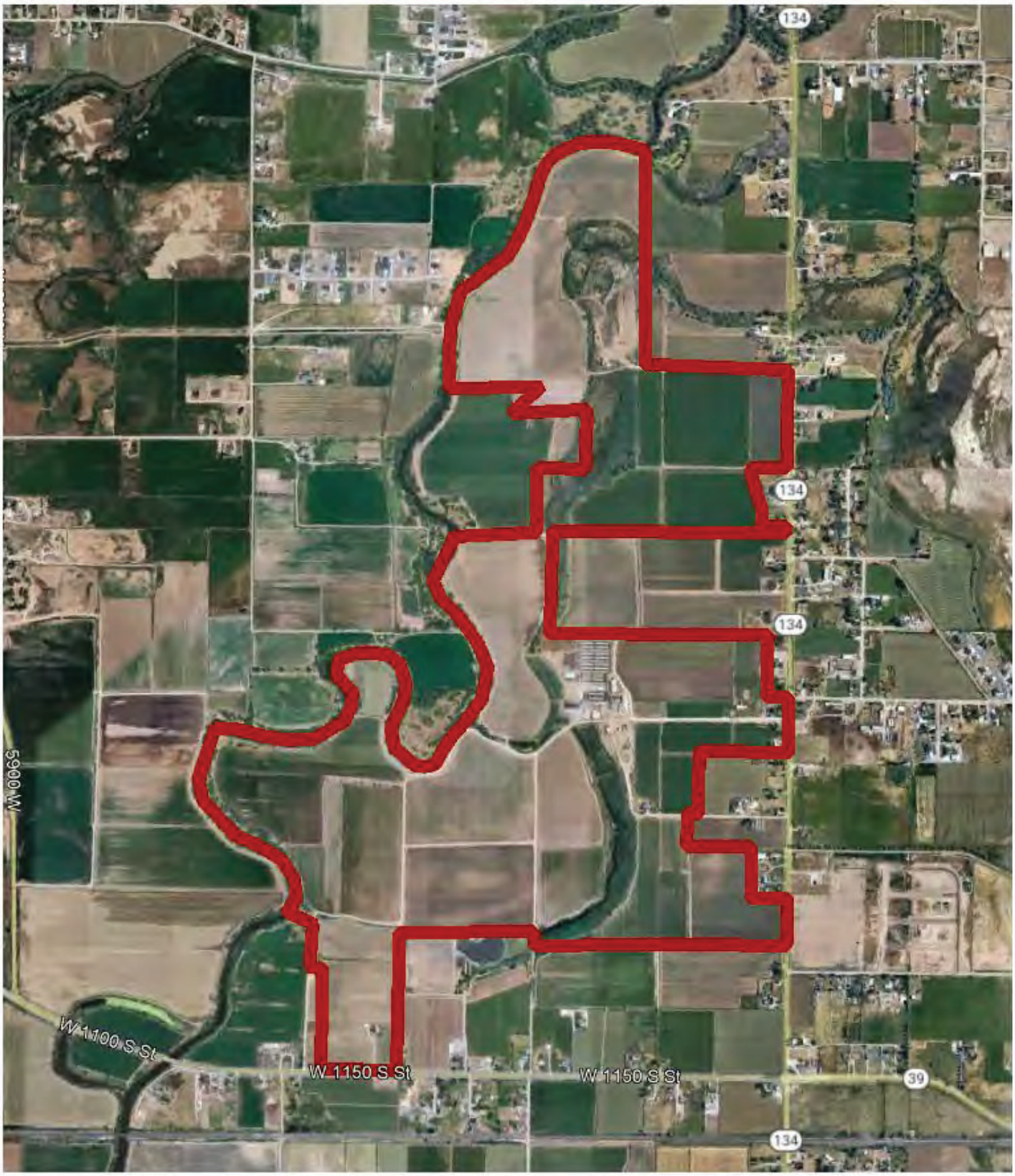


Exhibit B-2 – Property Depiction of Prior Zones

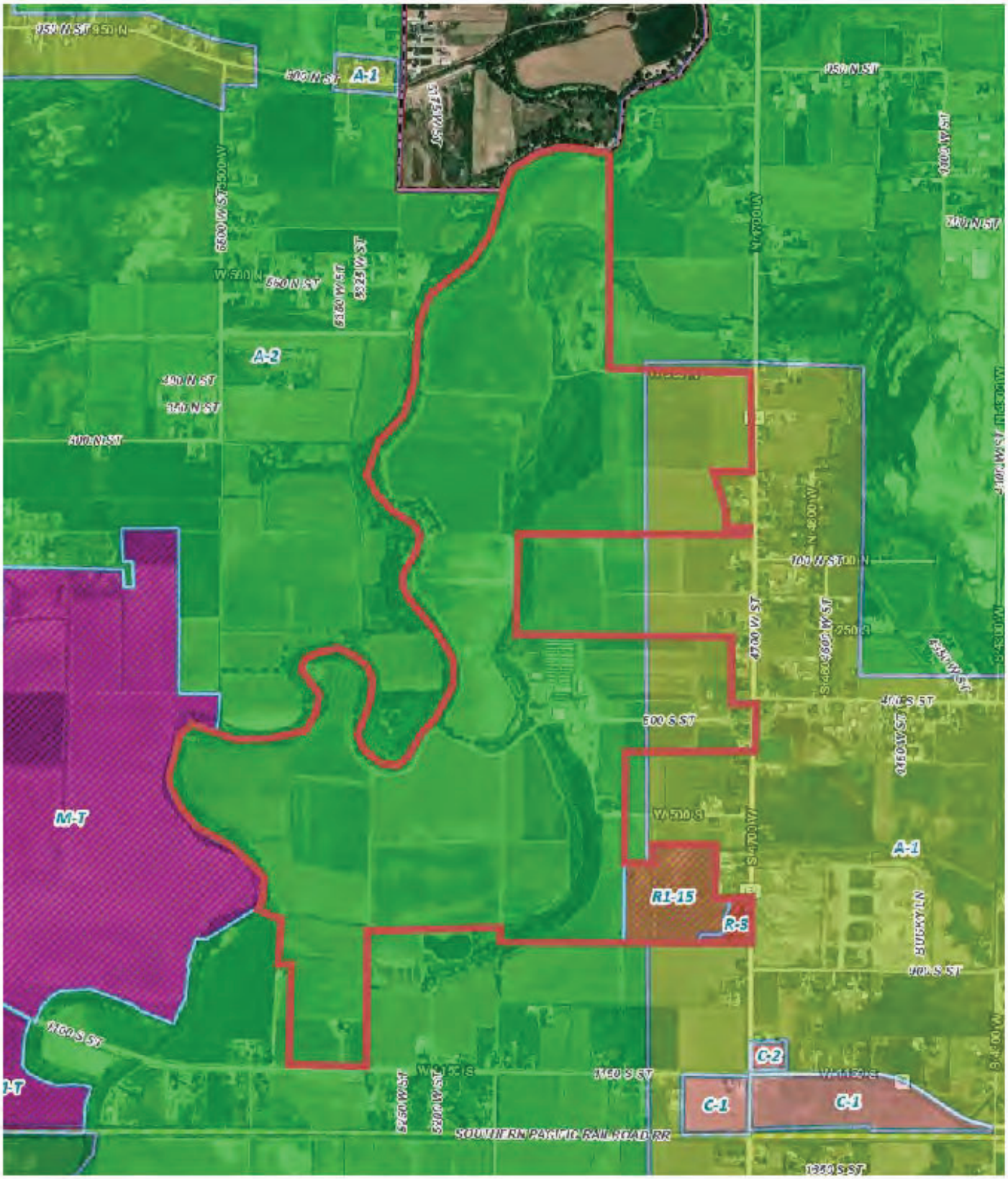
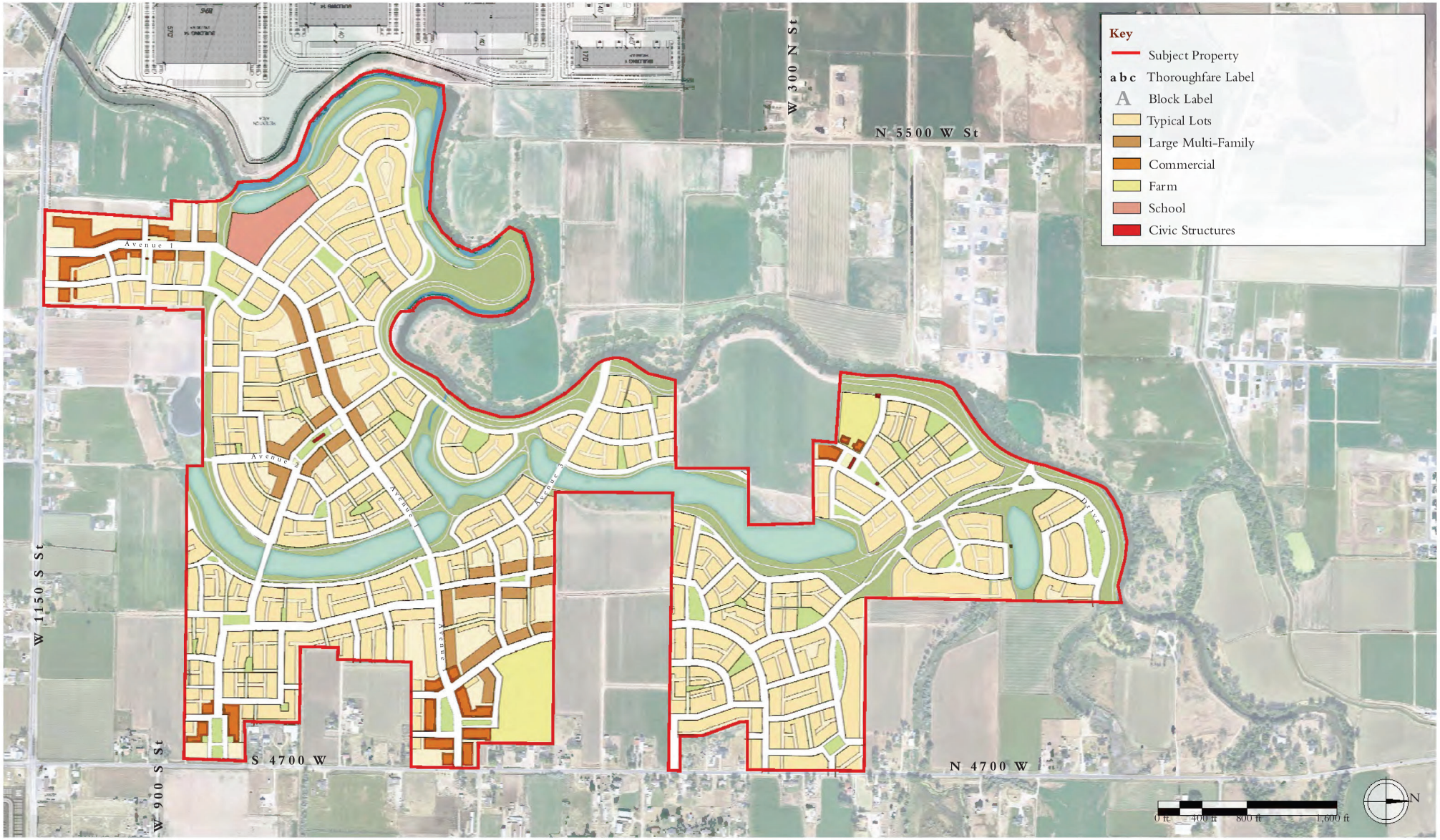


Exhibit C – Conceptual Design Code

[On following pages.]


Key
Subject Property
a b c Thoroughfare Label
A Block Label
Typical Lots
Large Multi-Family
Commercial
Farm
School
Civic Structures
W 300 N St
N 5500 W St
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
Avenue 1
Avenue 3
Avenue 4
Avenue 5
Avenue 6
Drive 4
0 ft
400 ft
800 ft
1,600 ft
N

Intent

The intent of this Design Code is to enable pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, building types, and uses, generally arranged with distinct centers and edges. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

The Community is designed as a collection of mixed-use, walkable neighborhoods with a range of uses which may include residential, lodging, office, retail, restaurant, and civic uses. The neighborhood will be built incrementally over time and is designed to be flexible to respond to the market.

At the Scale of the Neighborhood:

- Various daily needs occur within a walk of most dwellings.
- The Transect Zones include a variety of distinct physical environments, providing meaningful choices to potential residents.
- An interconnected network of Thoroughfares is designed to disperse vehicular traffic and encourage bicycle and pedestrian activity.
- A range of Civic Spaces (parks, greens, squares, plazas, and pocket parks) is distributed throughout the Neighborhood.
- Most commercial and civic activity is embedded in the Neighborhood Center.
- A range of housing types to meet market demand.

At the Scale of the Block and the Building:

- The design of Thoroughfares and buildings should reinforce safe environments, but not at the expense of accessibility.
- Buildings and landscaping should contribute to the physical definition of thoroughfares and civic spaces.
- Civic Buildings are distinctive and reflect their importance.
- The Neighborhood evolves harmoniously and orderly.
- Architecture and landscape design reflects climate, topography, history, and regional building practices.

Different people thrive in different places. There are those who could never live in an urban center; there are those who would wither in a rural hamlet. The rural-to-urban Transect is divided into six Transect Zones. These six zones vary by the level of intensity of their physical—and therefore social—character. Elements of the built environment are coordinated by these Transect Zones at all scales of planning, from the community to the individual lot and building.

This Neighborhood includes four of these Zones as well as a Special District.

Rural (T2) consists of low intensity development that, in this Community, is predominantly naturalistic Park space.

The Neighborhood Edge Zone (T3) consists of low density residential areas adjacent to more dense zones that may include a small amount of mixed-use. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate existing natural features.

The Neighborhood General Zone (T4) consists of a mixed-use but primarily medium residential density urban fabric. It may have a wide range of building types including houses, cottages, and townhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

The Neighborhood Center Zone (T5) consists of higher density mixed-use buildings, apartments, and townhouses. It has a tight network of streets, with wide sidewalks, regular street tree planting and buildings close to the sidewalks.

The Special District (SD) consists of areas with buildings that by their Function, Disposition, or Configuration cannot, or should not, conform to one or more of the normative Transect Zones.



Accessory Building: a building on the same Lot as a Principal Building usually located toward the rear.

Accessory Dwelling Unit: a dwelling unit sharing ownership and utility connections with a Primary Building.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

Arcade: *See Definitions: Illustrated.*

Attic: the part of a building contained within a pitched roof that, though it may be accessible, does not include habitable space.

Awning: a flexible roof-like cover that extends out from an exterior wall and shields a window, doorway, sidewalk, or other space below from the elements.

Basement: the interior part of a building (which may or may not include habitable space) below the ground of every story of main entry level, and which has a maximum of 5 feet of height above grade, measured from the average finished grade along the front Facade to the finished ceiling of the Basement.

Bay Window: a combination of window units which projects from a building.

Block: the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Front Thoroughfares or Civic Spaces.

Civic: entities serving the following purposes are considered civic uses: arts, culture, education (including schools), government, recreation, religion, social services, transit, cemeteries, meeting halls, post offices, wedding chapels, and the like.

Civic Building: a building dedicated to Civic use(s).

Civic Space: an outdoor area dedicated for Civic use.

Commercial: the term collectively including Lodging, Office, and Retail Uses.

Commercial Street (CS): a local, slow-movement thoroughfare most suitable for general and center zones — typically where there are adjacent lodging, office, and/or retail uses. A Commercial Street is typically urban in character, with closed drainage, wide sidewalks, parallel parking, and trees in individual planting areas.

Common Lawn: *see Definitions: Illustrated.*

Community: the community proposed in this Design Code.

Corner Lot: a Lot with two intersecting Frontages.

Cul-de-sac: a vehicular Street that is closed at one end, often terminating in a vehicular turnaround.

Curb: the edge of the vehicular pavement that may be raised, mountable, or flush. It usually incorporates the drainage system.

Density: the number of dwelling units within a standard measure of area.

Dwelling Unit: a room or collection of rooms intended for residential occupancy in which sleeping quarters are provided, and kitchen and bathroom facilities are shared by occupants.

Effective Turning Radius: *see Definitions: Illustrated.*

Elevation: *see Definitions: Illustrated.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Enfront: to place an element along a Frontage, as in "porches Enfront the street."

Facade: *see Definitions: Illustrated.*

Forecourt: *See Definitions: Illustrated.*

Front Thoroughfare: a Thoroughfare that typically runs along the front of Private Lots and which creates Frontages.

Frontage: *see Definitions: Illustrated.*

Frontage Line: *see Definitions: Illustrated.*

Gallery: *see Definitions: Illustrated.*

Green: *see Civic Space Types.*

Home Occupation: non-retail commercial operation and/or remote work which takes place in a residence.

Lodging: premises available for short-term human habitation, including daily and weekly rental.

Lot: a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

Lot Coverage: the percentage of lot area covered by buildings including Principal Buildings, Accessory Buildings, Porches, Stoops, and steps..

Lot Line: *see Definitions: Illustrated.*

Lot Width: the length of the Primary Frontage Line of a Lot.

Main Entrance: the main point of access for pedestrians into a building.

Marquee: an architectural projection serving as a roof, the sides of which are vertical and are intended for the display of signs, and which is supported entirely from an exterior wall of a building.

Master Plan: the proposed design for the Neighborhood as described through this Design Code and accompanying drawings.

Office: premises available for the transaction of general business including medical and dental offices, clinics and outpatient facilities, but excluding retail sales and manufacturing.

Open Space: land intended to remain undeveloped; it may be for Civic Space.

Park: *see Civic Space Types.*

Parking Area: portions of Private Lots intended for parking, including Parking Lots, garages, and Parking Structures.

Parking Lane: a portion of a Thoroughfare dedicated to vehicular parking.

Parking Structure: a building containing one of more Stories of parking above grade.

Passage (PS): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and often to connect rear Parking Areas to a Frontage.

Path (PT): a pedestrian way of traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pavement Radius: *see Definitions: Illustrated.*

Planting Strip: in Public Frontage, the element which accommodates street trees, whether continuous or individual.

Plaza: *see Civic Space Types.*

Principal Building: the main building on a Lot, usually located toward the Frontage.

Primary Entrance: the main point of access for pedestrians into a building.

Primary Frontage: *See Definitions: Illustrated. See* **Frontage.**

Private Frontage: *See Definitions: Illustrated. See* **Frontage.**

Public Frontage: *See Definitions: Illustrated. See* **Frontage.**

Rear Thoroughfare: a Thoroughfare that typically runs along the rear of Private Lots and does not create Frontages.

Regulating Plan: a map or set of maps that shows the Transect Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by this Design Code.

Residential: premises available for long-term human habitation by means of ownership or rental for more than 30 days.

Retail: premises available for the commercial sale of merchandise, services, and prepared foods (including restaurants).

Right-of-Way (ROW): *See Definitions: Illustrated.*

Road (RD): a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity.

Secondary Frontage: *See Definitions: Illustrated. See* **Frontage.**

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed on the Urban Standards.

Shared-Use Path: a path intended for use by pedestrians, cyclists, and other micro-mobility users.

Sidewalk: the paved section of the Public Frontage dedicated to pedestrian activity.

Site: the entire area to which this Design Code applies.

Special District (SD): an area that inherently cannot or should not conform to one or more of the normative Transect Zones due to its auto-oriented design and uses, but is nonetheless incorporated into the Neighborhood.

Square: *see Civic Space Types.*

Stoop: *see Definitions: Illustrated.*

Storefront: *see Definitions: Illustrated.*

Story: a habitable level within a building, excluding an Attic or Basement.

Street (ST): a local urban Thoroughfare of low-to-moderate speed and capacity.

Thoroughfare: *see Definitions: Illustrated.*

Thoroughfare Component: one of the elements which can be assembled with others into a Thoroughfare. These include Vehicular Travel Lanes, Parking Lanes, Medians, Sidewalks, pedestrian Paths, Shared-Use Paths, and Planting Strips.

Tower: a portion of a structure which exceeds the parapet or ridge height of the attached building.

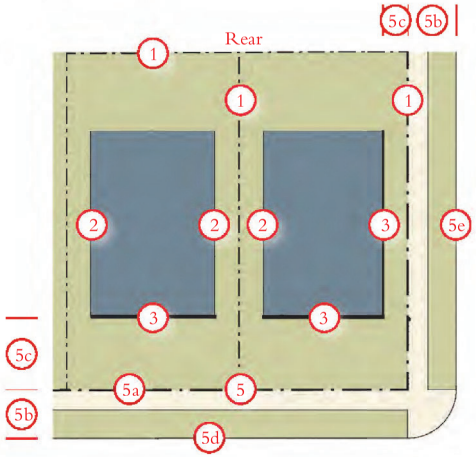
Transect: a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment used in this Design Code is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

Transect Zone: one of several areas on a Zoning Map regulated by this Design Code. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage.

Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

Use: the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

Vehicular Travel Lane: a portion of a Thoroughfare dedicated to vehicular movement.



1 **Lot Line:** the boundary that legally and geometrically demarcates a lot.

2 **Elevation:** an exterior wall of a building not facing a frontage line.

3 **Facade:** the exterior wall(s) of a building that is (are) set along a frontage line. Facades face frontage lines and define the public realm, and are therefore more regulated than the elevations facing other lot lines.

4 **Thoroughfare:** the composite public area dedicated to circulation, including vehicular lanes (if any), pedestrian paths and walks, public frontage.

5 **Frontage:** the area between a building facade and a thoroughfare or civic space, including built and planted components. Frontage is divided into public frontage and private frontage.

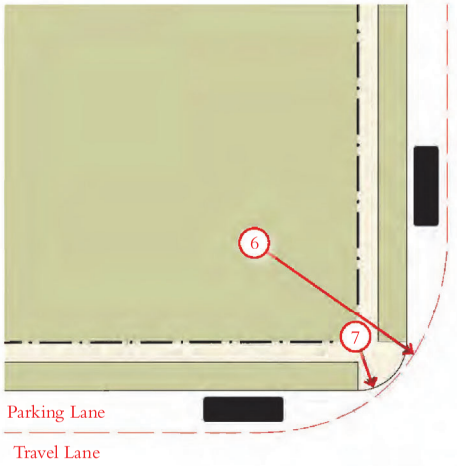
a **Frontage Line:** the line between the public and private frontage. The frontage line is coincident with the property line(s), at frontages.

b **Public Frontage:** the area between the edge of vehicular lanes, if present, and the frontage line, which is within the right-of-way. Typically, the public frontage consists of the planter and the sidewalk.

c **Private Frontage:** the area between the frontage line and the principal building facade, which is within the private lot.

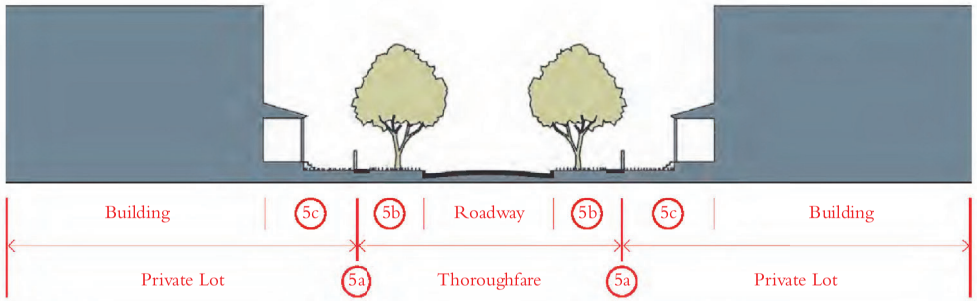
d **Primary Frontage:** on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.

e **Secondary Frontage:** on lots with multiple frontages, the frontage(s) that are not the primary frontage.



6 **Effective Turning Radius:** the measurement of the inside turning radius taking parked cars into account.

7 **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.



INTRODUCTION: DEFINITIONS, ILLUSTRATED

Common Lawn: a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.

Porch: a facade is set back from the frontage line with a front porch. The porch should be within a conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none should be less than 6 feet deep.

Terrace & Light Court: a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk, by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.

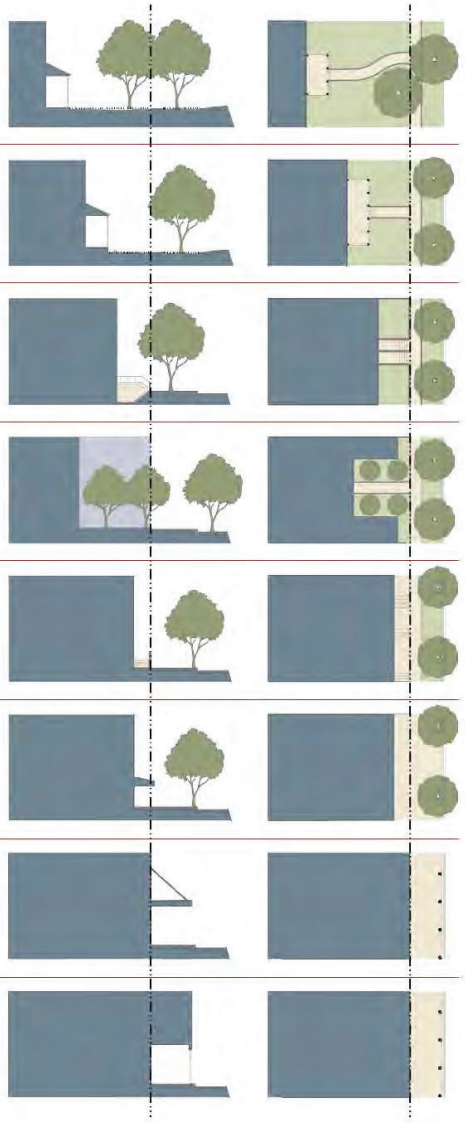
Forecourt: a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.

Stoop: a facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.

Storefront: a facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is conventional for retail frontage. It is commonly equipped with a cantilevered shed roof or an Awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may be present where retail is anticipated in the future.

Gallery: a roof extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for office, retail, and manufacturing uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.

Arcade or Colonnade: An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.



Administration

1. **Conformity.** It is the Intent not the "letter" of this Design Code to which Thoroughfares, Civic Spaces, Private Lots, utilities, and other improvements shall conform.
2. **Typical and Actual Condition.** This Design Code are typologically-based and this represents the typical condition. It is expected that actual conditions will vary from the typical conditions shown. All components of Thoroughfares, Civic Spaces, and Private Lots are expected to be refined to be appropriate for specific locations in a reasonable manner that achieves the intent of this Design Code.
3. **Town Architect.** The Town Architect serves as the keeper of the urban and architectural vision of the Neighborhood. The Town Architect provides direction and inspiration to developers, lot purchasers, architects, designers, landscape architects, and builders.
    a. **Specific Duties.** All plans for improvements within the Neighborhood shall be reviewed by the Town Architect to confirm compliance with the intent of this Design Code. The Town Architect may modify or amend this Design Code as permitted by the Master Developer Agreement for the Project.
    b. **Design Review.** Given their familiarity with the principles of traditional neighborhood and architectural design, the Town Architect shall review all building designs prior to the issuing of a building permit by the County in place of design review by the Weber County Planning Commission.

Neighborhood Structure

1. **Applicability.** The requirements of this section apply to the configuration of the Master Plan including future refinements therein.
2. **Transect Zones.** Transect Zones shall be assigned to all portions of the Site as mapped on the Regulating Plan (page 8).
    a. **Adjustments to Area of Transect Zones.** The location of boundaries between Transect Zones may be adjusted to accommodate future adjustments to the Master Plan.
3. **Block Size.** On average, Blocks shall be 660 feet long in each direction.
4. **Thoroughfare Network.** Thoroughfares shall be laid out in an interconnected network to disperse vehicular traffic and promote walking and cycling. Given the intention of creating an interconnected network of Thoroughfares, connections to adjacent properties are proposed as noted on the Regulating Plan (page 8).
    a. **Section Line & Quarter Section Line Streets.** Streets shall not be required along section lines and quarter section lines.
5. **Allocation of Civic Spaces.** A minimum of 10% of the total area of the Site shall be allocated to Civic Spaces. For the purposes of calculating this area, the Public Frontage of adjacent Thoroughfares may be counted towards the area of a Civic Space.
6. **Private Lots.** Buildings shall be located on Private Lots as consistent with the requirements of the Private Realm section of this Design Code (pages 26-30). Multiple Principal Buildings with associated Accessory Buildings may also be located on one legally defined parcel (e.g. an apartment complex of multiple buildings) as long as they are placed as if the Principal Buildings are on separate Lots.
7. **Access to Lots.** Public access to Private Lots may be provided via publicly accessible sidewalks, paths, passages, or similar means. Emergency vehicle access shall be provided through Front or Rear Thoroughfares. Lots shall also include a means of automobile access, with exceptions permitted by the Town Architect.
8. **Addressing.** Lots shall be addressed to an adjacent Front Thoroughfare or Civic Space, including exclusively pedestrian Front Thoroughfares.
9. **Utilities.** Utilities shall typically be located in Thoroughfares (as described in the Thoroughfare Standards on page 22) or in Civic Spaces. Location of utilities in easements on Private Lots shall be the exception and the location of last resort.
10. **Buffers.** No Buffers shall be required between different Uses, Lots, or any other components within the Master Plan.
11. **Perimeter Landscaping & Fencing.** Landscaping or fencing along the perimeter of the Neighborhood shall not be required except where adjacent to agricultural Uses and to screen Parking Areas.
12. **Fire Apparatus Access.** Fire apparatus access shall be provided to all buildings as consistent with the International Fire Code (IFC) as adopted by the County.
13. **Density & Intensity of Uses.** All Transect Zones are mixed-use and the proposed Uses in each phase may be adjusted as consistent with this Design Code. The Residential density of the Neighborhood shall be a maximum of 6 units per gross acre.

Thoroughfares

1. **Thoroughfare Types.** Each Thoroughfare is assigned a Thoroughfare Type on the Thoroughfare Types Plan (page 9). Each Thoroughfare shall be improved based on its corresponding Thoroughfare Type (pages 10-20) including modifications based on the specific conditions of the Site and the Master Plan.

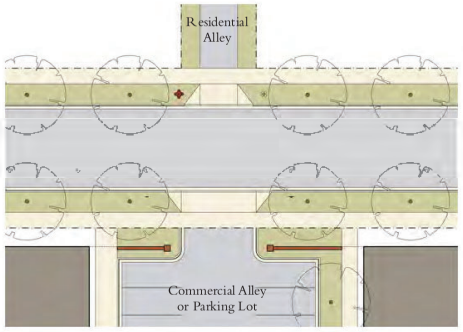
2. **Ownership.** Thoroughfares shall be publicly owned unless noted otherwise in the Thoroughfare Type Sections (pages 10-20).

3. **Thoroughfare Uses & Encroachments.** The following uses are permitted within Thoroughfares as consistent with the Encroachments Table (page 28) in this Design Code.
   a. Sidewalk dining.
   b. Retail, including restaurants.
   c. Art installations.
   d. Recreation facilities.
   e. Community gardens.
   f. Outdoor festivals or gatherings.

4. **Roadway Geometry.** The following standards apply to the design of all Vehicular Thoroughfares in the Master Plan, with the intent of calming traffic and creating a safe, comfortable space for pedestrians and cyclists:
   a. **Roadway Width.** Pavement and vehicular lane widths shall be measured from face-of-curb to face-of-curb and include the width of adjacent gutter pans, if any.
   b. **Turning Radius.** Turning radii shall be evaluated using Effective Turning Radius.
   c. **Centerline Crossing.** Emergency and service vehicles may cross the centerline to complete turning movements.
   d. **Centerline Radius.** The centerline radius for roadways shall be a minimum of 22 feet.
   e. **Sight Visibility Triangles.** The outside edges of Vehicular Travel Lanes, not Thoroughfares or Roadways, shall be used in the determination of sight visibility triangles that control the placement of potential obstructions. Goundcover other than turf grass is permitted within sight visibility triangles.
   f. **Chamfered & Radiused Lots.** The area required for sight visibility triangles shall typically be contained within the width of the Thoroughfare through the use of Parking Lanes, Planting Strips, Sidewalks, and other Thoroughfare Components wherever reasonably possible. Lot Lines shall only be chamfered or radiused if necessary to satisfy requirements related to sight visibility triangles.

5. **Intersections.** The following requirements apply to the design of all intersections of Vehicular Thoroughfares in the Master Plan, with the intent of calming traffic and creating a safe, comfortable space for pedestrians and cyclists.
   a. **Intersection Spacing.** Thoroughfares shall not be subject to intersection spacing requirements.
   b. **Intersection Angles.** Intersection angles and offsets are permitted if consistent with the Master Plan or minor adjustments therein. Thoroughfares may have offset intersections or intersections at angles other than 90 degrees as a means of calming traffic.
   c. **Alley Intersections.** Alley intersections shall conform to the design shown in the Alley Intersection Diagram or another design consistent with the intent of this section

Street & Alley Intersection Diagram



6. **Additional Thoroughfare Types.** Additional Thoroughfare Types that consist of a combination of the components described in this Design Code may be incorporated into refinements of the Master Plan in later submissions.

7. **Vehicular Travel Lanes.** The following apply to the design of vehicular travel lanes.
   a. **Configuration.** The travel lanes of a thoroughfare (considered together) may be designed to accommodate one-way, two-way, or two-way yield movement.
   b. **Fire Apparatus Access.** Travel lanes may be wider than those shown in the Thoroughfare Types in order to accommodate wider clear width for fire apparatus access. This arrangement is subject to the approval of the Fire Official.

8. **Parking Lanes.** The following apply to the design of parking lanes:
   a. **Configuration.** Parking lanes shall typically consist of parallel parking spaces.
   b. **Width.** Parallel parking lanes shall typically be 7 feet wide on predominantly Residential Thoroughfares and 8 feet wide on predominantly Commercial Thoroughfares.
   c. **Fire Apparatus Access.** Parking spaces or portions thereof may be omitted from parking lanes in order to accommodate wider clear width for fire apparatus access.

9. **Medians.** Medians have a minimum typical width of 18 feet, which may taper to no less than 8 feet based on the specific conditions of the Site and the Master Plan. Medians shall comply with the landscaping requirements for Planting Strips in the Public Realm Details section of this Design Code (page 25). Medians may also include Sidewalks, pedestrian paths, and shared-use paths.

10. **Public Frontage.** Standards for components of the public frontage, including street signs and lights, are listed in the Public Realm Details section of this Design Code (page 25).

11. **Paving Material.** Vehicular travel and parking lanes may be paved with any material or combination of materials listed in the Public Realm Details section of this Design Code (page 25).

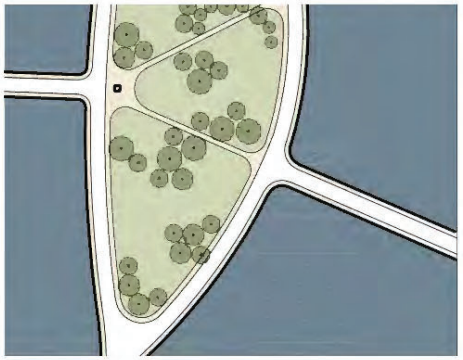
12. **Striping.** Striping between any vehicular lanes and between parking spaces on any Thoroughfare may be omitted.



Park

Transect Zones: T2,T3,T4

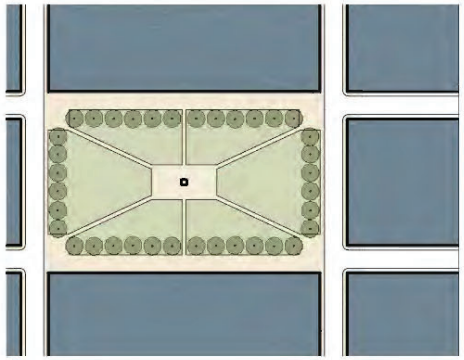
Intended Character: A large Civic Space available for recreation, often serving as entire neighborhood or region. Its landscape may include paved paths and unpaved trails, open lawn, trees, ponds, and other natural features, all with a naturalistic character.



Green

Transect Zones: T2,T3,T4,T5

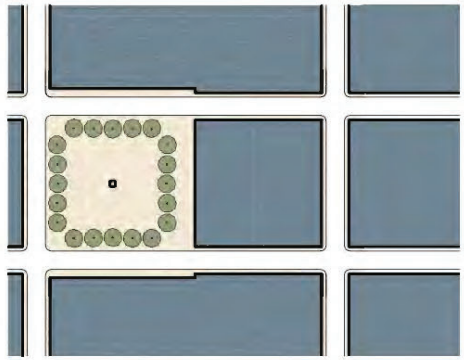
Intended Character: A medium Civic Space available for recreation. A green is typically shaped by buildings and its landscape consists mostly of lawn and trees with a naturalistic character requiring limited maintenance.



Square

Transect Zones: T3,T4,T5

Intended Character: A small-to-medium Civic Space, typically at the intersection of important thoroughfares. A Square is shaped by buildings, some or all of which may be mixed-use, and its landscape consisted of paved walks, lawn, trees, and Civic Buildings with a formal character.



Plaza

Transect Zones: T4,T5

Intended Character: Civic Space which is predominantly paved. A Plaza is often fronted with mixed-use or commercial buildings, as the hardscape is ideal for outdoor seating.

Civic Spaces

1. **Applicability.** This section applies to all Civic Spaces in the Master Plan.
2. **Civic Space Types.** Each Civic Space is assigned a Civic Space Type on the Civic Space Plan (page 23). Each Civic Space shall be improved based on its corresponding Civic Space Type (page 24), including modifications based on the specific conditions of the Site and the Master Plan.
3. **Civic Space Adjustments.** The location, size, and design of Civic Spaces may be refined or modified based on the specific conditions of the Site and the Master Plan.
4. **Ownership.** Civic Spaces may be publicly or privately owned.
5. **Pedestrian Connectivity & Access to Lots.** Civic Spaces shall have Sidewalks or Pedestrian Paths sufficient to provide access to all Enfronting lots and provide connectivity to adjacent Front Thoroughfares and Civic Spaces. These Sidewalks or pedestrian paths shall comply with the Public Realm Details Section of this Design Code.
6. **Civic Space Uses & Encroachments.** The following Uses are permitted within Civic Spaces as consistent with the Encroachments Table (page 28) in this Design Code.
    a. Natural landscape.
    b. Gardens including ornamental and productive gardens.
    c. Lawns.
    d. Recreation facilities including sport courts, pools, skate parks, and exercise equipment.
    e. Playgrounds.
    f. Stormwater managements facilities.
    g. Cemeteries.
    h. Sidewalk dining.
    i. Retail including restaurants.
    j. Art installations.
    k. Outdoor festivals or gatherings.
7. **Stormwater Management.** The area of stormwater management facilities shall count towards the required Civic Spaces if designed in a manner that is integrated into a Civic Space.
8. **Covered Structures.** Covered, unenclosed structures may be included within Civic Spaces and shall count towards the required Civic Spaces. Enclosed buildings in Civic Spaces shall be considered Civic Building Sites.
9. **Landscaping.** Landscaping in Civic Spaces shall consist of ground cover, shrubs, and trees as described in the Public Realm Details section of this Design Code. Minimum required ground planting and quantity of trees are listed in the Civic Space Types (page 24). The minimum required quantity of trees shall be calculated based on the area of the Civic Space.

Public Realm Details

1. **Sidewalks & Pedestrian Paths.** Sidewalks and pedestrian paths shall have a minimum width of 5 feet and may consist of any paving material specified below (requirement #4). Sidewalks may also include tree grates.
2. **Shared-Use Paths.** Shared-use paths shall have a minimum width of 8 feet and may consist of any paving material specified below (requirement #4).
3. **Planting Strips.** Planting strips shall include ground cover and trees planted in Allees or Clustered. Planting strips of a width less than 5 feet need not include trees. The width of planting strips may be adjusted in order to accommodate curb ramps and adjustments to curb height.
4. **Paving Materials.** In addition to paving materials and surfaces currently acceptable to the County, asphalt, stabilized decomposed granite, limestone, concrete, brick, Grasscrete (and similar products), integral colored concrete, stamped concrete, granite, granite pavers, cobblestone, decomposed granite, tar and chip, asphalt pavers, brick pavers, and concrete pavers may be used. Other materials may also be permitted.
5. **Ground Planting.** Ground planting shall consist of a combination of shrubs and ground cover. Ground cover shall be spaced a maximum of 12 inches apart on center and may include irrigated turf grass.
6. **Tree Planting.** The following requirements apply to tree planting:
    a. **Total Species Variation.** Individual Thoroughfares and Civic Spaces need not have any variation in tree species.
    b. **Allees.** Where tree planting is in an Allee, it shall consist of a single species. Trees shall be spaced between 30 and 40 feet apart on center.
    c. **Clustered.** Where tree planting is clustered, it may consist of multiple species.
    d. **Distance from Curb & Sidewalk.** The distance of trees from curbs, sidewalks, and pedestrian paths shall be determined by the Town Architect.
7. **Species.** The species used in landscaping for all Thoroughfares and Civic Spaces shall conform to the Approved Plant List and the Prohibited Plant List in the Weber County Code of Ordinances.
8. **Lighting.** The following requirements apply to lighting in Thoroughfares and Civic Spaces:
    a. **Spacing.** Light fixtures shall be spaced as determined by the Town Architect.
    b. **Shielding.** All light fixtures shall be fully shielded and direct light downward.
    c. **Height.** Light pole height shall not exceed 25 feet. The height of wall-mounted light fixtures shall not exceed 30 feet.
    d. **Light Fixtures.** The design of light fixtures shall be determined by the Town Architect.
    e. **Signs.** Thoroughfare name and traffic control signs may be attached to street light fixtures.
9. **Furniture.** The following may be located in any Civic Space or in the Public Frontage of any Thoroughfare in a manner that maintains a minimum pedestrian clear width of 5 feet. Furniture not listed here may also be permitted.
    a. Benches.
    b. Chairs.
    c. Tables.
    d. Water fountains.
    e. Trash cans.
    f. Bike racks.
    g. Bollards, which may include lights.
    h. Play equipment.
    i. Exercise equipment.
    j. Artwork.
10. **Signage.** Designs for street signs, freestanding signs, and all other signs installed by the Developer to identify the Neighborhood may vary from the Weber County Code of Ordinances as determined by the Town Architect.



















The images shown in this Figure were taken in Norton Commons, a Traditional Neighborhood Development in Louisville, Kentucky. The architectural character of The West Weber Property will be similar to that of Norton Commons and will be achieved through a similar design review process. The development of Norton Commons has been shaped by a Design Code (a.k.a. Pattern Book) enforced by a Town Architect similar to this Design Code. The Design Code is based on principles of traditional architecture which regulate many aspects of the design from massing and composition to architectural details. The administration of the Design Code by a Town Architect has allowed for detailed consideration for how each design contributes to the identity of the place, resulting in a neighborhood that generates value from its walkability, mix of uses, and traditional neighborhood character.









Private Lot & Building Requirements by Transect Table

	T2 Rural	T3 Neighborhood Edge	T4 Neighborhood General	T5 Neighborhood Cener	SD Special District
1. **Lot Dimensions**					
a. Lot Width	Determined by Town Architect	50 ft. min.	16 ft. min.	10 ft. min.	See page 29
b. Lot Coverage		80% max.	90% max.	100% max.	
2. **Building Setbacks**					
a. Primary Front Setback	Determined by Town Architect	10-40 ft.	5-30 ft.	0-20 ft.	See page 29
b. Secondary Front Setback		10-40 ft.	5-30 ft.	0-20 ft.	
c. Side Setback		5 ft. min.	0 ft. min	0 ft. min	
d. Rear Setback		0 ft. min.	0 ft. min.	0 ft. min.	
3. **Building Height**		2½ stories max.	3 stories max.	4 stories max.	
4. **Frontage Types**					
a. Common Lawn	Determined by Town Architect	permitted	permitted	not permitted	See page 29
b. Porch		permitted	permitted	permitted	
c. Terrace & Light Court		not permitted	permitted	permitted	
d. Forecourt		not permitted	permitted	permitted	
e. Stoop		permitted	permitted	permitted	
f. Storefront		not permitted	permitted	permitted	
g. Gallery		not permitted	permitted	permitted	
h. Arcade / Colonnade		not permitted	not permitted	permitted	
5. **Principal Uses**					
a. Residential	not permitted	restricted	limited	open	See page 29
b. Lodging	not permitted	restricted	limited	open	
c. Office	not permitted	restricted	limited	open	
d. Retail	not permitted	restricted	limited	open	
e. Agricultural	restricted	restricted	not permitted	not permitted	restricted
f. Civic	open	open	open	open	open

Private Lots & Buildings

1. **Applicability.** The requirements of this section apply to all Private Lots and buildings within the Master Plan.

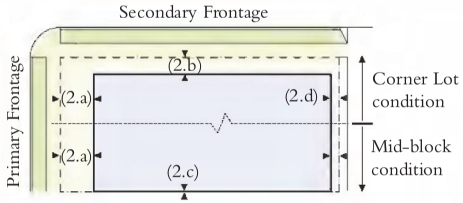
2. **Lot Dimensions.** Lot Width and Lot Coverage requirements for Private Lots in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27). There shall be no minimum or maximum Lot Depth or Lot Size. Corner Lots may be up to 10 feet wider than otherwise permitted in that Transect Zone.

3. **Private Frontages.**
   a. **Lot Frontage.** The minimum Lot Frontage shall be equivalent to the minimum Lot Width.
   b. **Primary & Secondary Frontages.** Primary and Secondary Frontages are mapped on the Regulating Plan (page 8). Each Lot shall have at least one Primary Frontage, and the location of transitions between Primary and Secondary Frontages may be modified.
   c. **Main Entrance.** The Main Entrance of all Principal Buildings shall be oriented to the Primary Frontage, and pedestrian access shall be provided from the Main Entrance to the adjoining Sidewalk or Pedestrian Path.
   d. **Lots Without Frontage.** Lots without Frontage on a Front Thoroughfare or Civic Space may be permitted by determination of the Town Architect.
   e. **Private Frontage Types.** All Principal Buildings shall include a minimum of one Private Frontage Type.

4. **Principal & Accessory Buildings.** On each Lot, one Principal Building shall be positioned within the range required by the Primary Front Setback. Lots may also include any number of Accessory Buildings. This requirement does not apply to Lots without Frontage as permitted within this Design Code.

5. **Building Setbacks.** Building Setback requirements for buildings in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27). Buildings shall be distanced from Lot Lines according to the Setbacks as illustrated in the Setback Diagram.

Setback Diagram



Notes

1. The label for each Setback dimension corresponds to a row of the Private Lot & Building Requirements by Transect Table (page 27).

6. **Building Height.** Building Height requirements for buildings in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27).
   a. **Building Height Exceptions.** Towers, including but not limited to: spires, church steeples, fire towers, and scenery lofts may be exempted from these Building Height requirements by determination of the Town Architect.
   b. **Attics and Basements.** Attics and Basements are not counted toward a building's required number of Stories.

7. **Building Size & Width.** There shall be no minimum building size or width in any Transect Zone or for any Use.

8. **Encroachments.** Permitted encroachments into Setbacks, Thoroughfares, and Civic Spaces are listed in the Permitted Encroachments Table. All encroachments into utility easements are subject to applicable easement restrictions.

9. **Parking Areas.** Parking Areas on Private Lots shall be located within the Buildable Area. Parking Areas on Private Lots shall comply with the Parking Areas requirements of this Design Code (page 29).

Encroachments Table

	Front Setbacks	Side & Rear Setbacks	Thoroughfares & Civic Spaces
Private Frontage Types[1,3]	•	•	•
Building[2,3]	•		•
Stairs & Ramps	•	•	•
Balconies	•	•	•
Bay Windows	•	•	•
Towers	•	•	•
Chimneys	•	•	•
Eaves & Architectural Details	•	•	•
Canopies & Marquees	•	•	•
Awnings[1,3]	•	•	•
Lights	•	•	•
Fences & Walls	•	•	
Signs[1,3]	•	•	•
Planters	•	•	•
Furniture[1,3]	•	•	•
Merchandise[1,3]	•	•	•
Patios & Decks		•	
Mechanical Equipment		•	
Utility Meters		•	
Window Wells		•	

Notes

1. These elements may encroach into Thoroughfares and Civic Spaces only if associated with a Storefront, Gallery, Arcade, or Colonnade.

2. These elements may encroach into Thoroughfares and Civic Spaces only if associated with an Arcade or Colonnade.

3. These elements may encroach within 2 feet of Vehicular Travel or Parking Lanes. A 7-foot minimum clear height shall be maintained with the exception of columns, piers, and posts. A 5-foot-wide minimum pedestrian clear zone shall also be maintained.

Special Districts

1. **Applicability.** The requirements of this section apply to all Private Lots within Special Districts as shown on the Regulating Plan (page 8) or revisions therein. Requirements in this section shall supersede any conflicting requirements in other sections.
2. **Private Lots & Buildings.** Requirements for all the items described in the Private Lots & Buildings and Uses sections of this Design Code shall be determined by the Town Architect.
3. **Uses.** All Uses permitted in T5 are also permitted in Special Districts.
4. **Frontages.** The location of Frontages shall be determined by the Town Architect and may not correspond to Lot Lines.
5. **Access.** A means of pedestrian and bicycle access shall be provided to a building's Main Entrance from within the neighborhood and from the Sidewalk at the Primary Frontage. Access may be provided through some combination of Sidewalks, crosswalks, and Paths, all with a minimum clear width of 5 feet.
6. **Parking Placement.** Parking need not be located within the Buildable Area and need not be screened from Frontages.
7. **Yards & Landscaping:** There shall be no required landscaping in Front Yards in Special Districts.

Parking Areas

1. **Applicability.** The requirements of this section apply to all Parking Areas. Parking Lanes in Thoroughfares are not considered Parking Areas.
2. **Location & Access.** Parking Areas on Private Lots shall be located as consistent with this Design Code. Parking Areas shall be accessed by Alleys unless it is located on a Lot that does not adjoin an Alley.
3. **Size.** Head-in parking spaces shall have a minimum depth of 18 feet and a minimum width of 9 feet, with the exception of compact spaces. Drive aisles serving head-in spaces shall have a minimum width of 22 feet. The required dimensions for diagonal spaces and associated drive aisles shall be determined by the Town Architect.
4. **Tandem Parking Spaces.** Parking Areas associated with Residential Uses may include tandem parking spaces.
5. **Truck Loading.** Given the small scale of the Commercial Uses anticipated for the Neighborhood, truck loading shall typically be accommodated via Alleys and Commercial Streets. If required, the design of off-street truck loading spaces shall be determined by the Town Architect.
6. **Bicycle Parking.** The quantity and design of parking for bicycles shall be determined by the Town Architect.
7. **Parking Lots.** The following requirements apply only to Parking Lots:
   a. **Connectivity.** Parking Lots on adjacent Private Lots shall connect to one another.
   b. **Landscaping.** One tree island (of 100 square feet minimum with one 2-inch minimum caliper tree and ground cover) is required for every 10 spaces that are side-by-side. Alternatively, an equivalent number of trees may be provided at the perimeter of the Parking Lot. Parking Lots of fewer than 50 spaces and/or those of no more than one row of double-loaded head-in parking are exempt from landscaping requirements. Landscaping in Parking Lots shall comply with the requirements for Yards & Landscaping (page 29).
   c. **Paving Materials.** Asphalt, stabilized decomposed granite, limestone, concrete, brick, Grasscrete (and similar products), integral colored concrete, stamped concrete, granite, granite pavers, cobblestone, decomposed granite, tar and chip, asphalt pavers, brick pavers, concrete pavers, and permeable pavers may be used. Other materials may also be permitted.
8. **Bumpers.** Bumpers may or may not be included in the design of Parking Areas.
9. **Light Spillover.** Lighting on one Parking Area may spill over onto a Parking Area on an adjacent lot.
10. **Screening.** Parking Areas shall be screened from Frontages with landscaping, fences, or walls, as determined by the Town Architect.

Yards & Landscaping

1. **Applicability.** The requirements of this section apply to all Yards and to all landscaping on Private Lots. Requirements for landscaping in Thoroughfares and Civic Spaces are listen in the Public Realm section of this Design Code.
2. **Species.** The species used in landscaping for all Yards shall conform to the Approved Plant List and the Prohibited Plant List in the Weber County Code of Ordinances. Additional species may be permitted by the Town Architect only if they are not listed on the Prohibited Plant List.
3. **Swimming Pools.** Swimming pools may be located in Side or Rear Yards as permitted by the Design Code as described in this Design Code.
4. **Design Code.** Additional regulations for Yards and landscaping will be included in the Design Code as described in this Design Code.

Lighting

1. **Applicability.** The requirements of this section apply to all lighting on Private Lots. Requirements for lighting in Thoroughfares and Civic Spaces are listed in the Public Realm Details section of this Design Code.
2. **Shielding.** All light fixtures shall be fully shielded and direct light downward, with the exception of lighting for signs or art as consistent with this Design Code and the Design Code.
3. **Spillover.** Light need not be directed away from adjacent Thoroughfares, Civic Spaces, and Front Yards.
4. **Height.** Light pole height shall not exceed 25 feet. The height of wall-mounted light fixtures shall not exceed 30 feet, with the exception of lighting for signs as consistent with this Design Code and the Design Code.
5. **Design Code.** Additional regulations for Yards and landscaping will be included in the Design Code as described in this Design Code.

Exhibit D – Project Land Plan

[On following pages.]

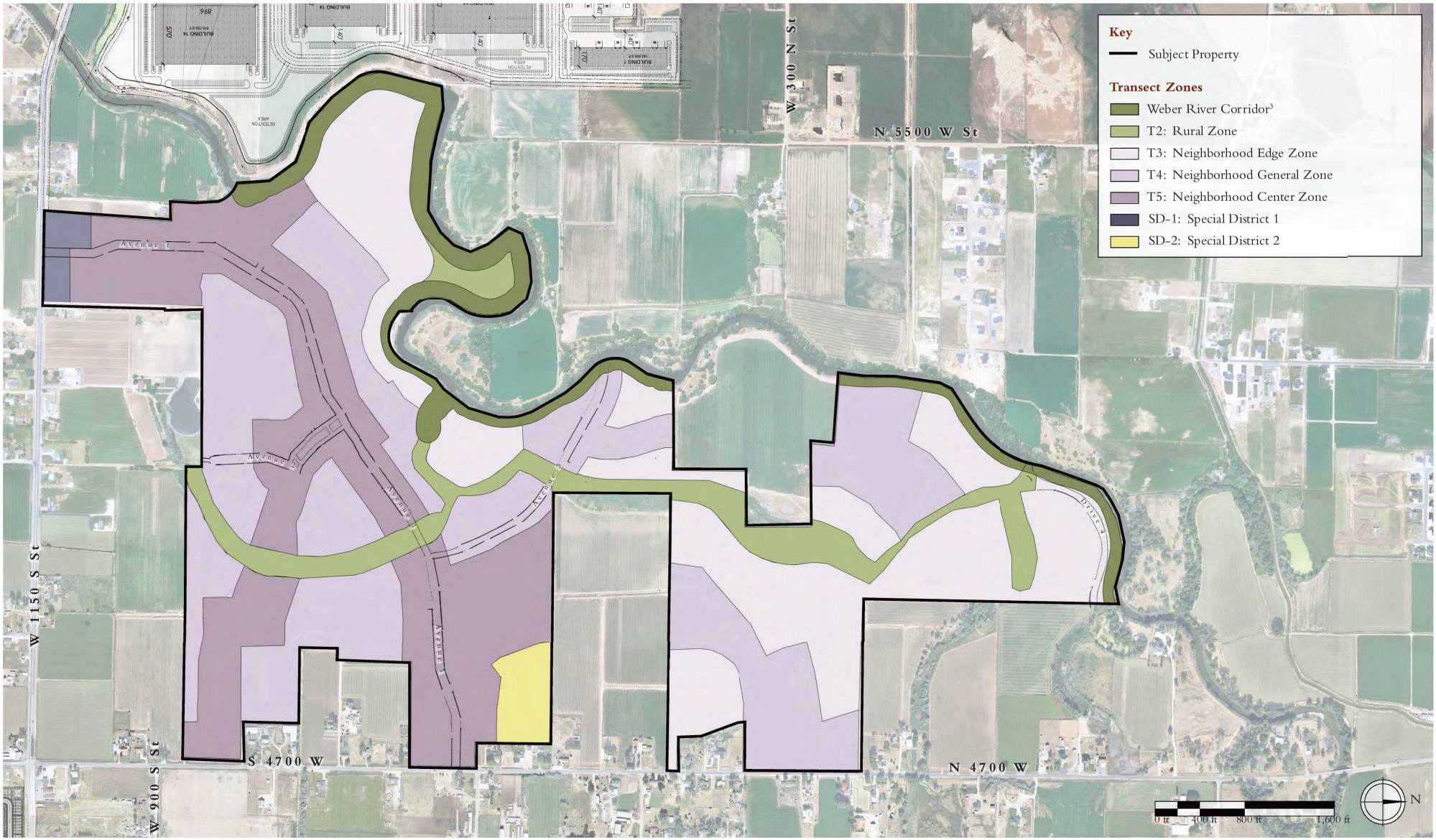

Key
Subject Property
Transect Zones
Weber River Corridor[3]
T2: Rural Zone
T3: Neighborhood Edge Zone
T4: Neighborhood General Zone
T5: Neighborhood Center Zone
SD-1: Special District 1
SD-2: Special District 2
W 300 N St
N 5500 W St
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
Avenue 1
Avenue 2
Avenue 3
Avenue 4
Avenue 5
Drive 1
0 ft
400 ft
800 ft
1,600 ft
N

Exhibit E-1 – Major Street Transportation Plan

[On following pages.]

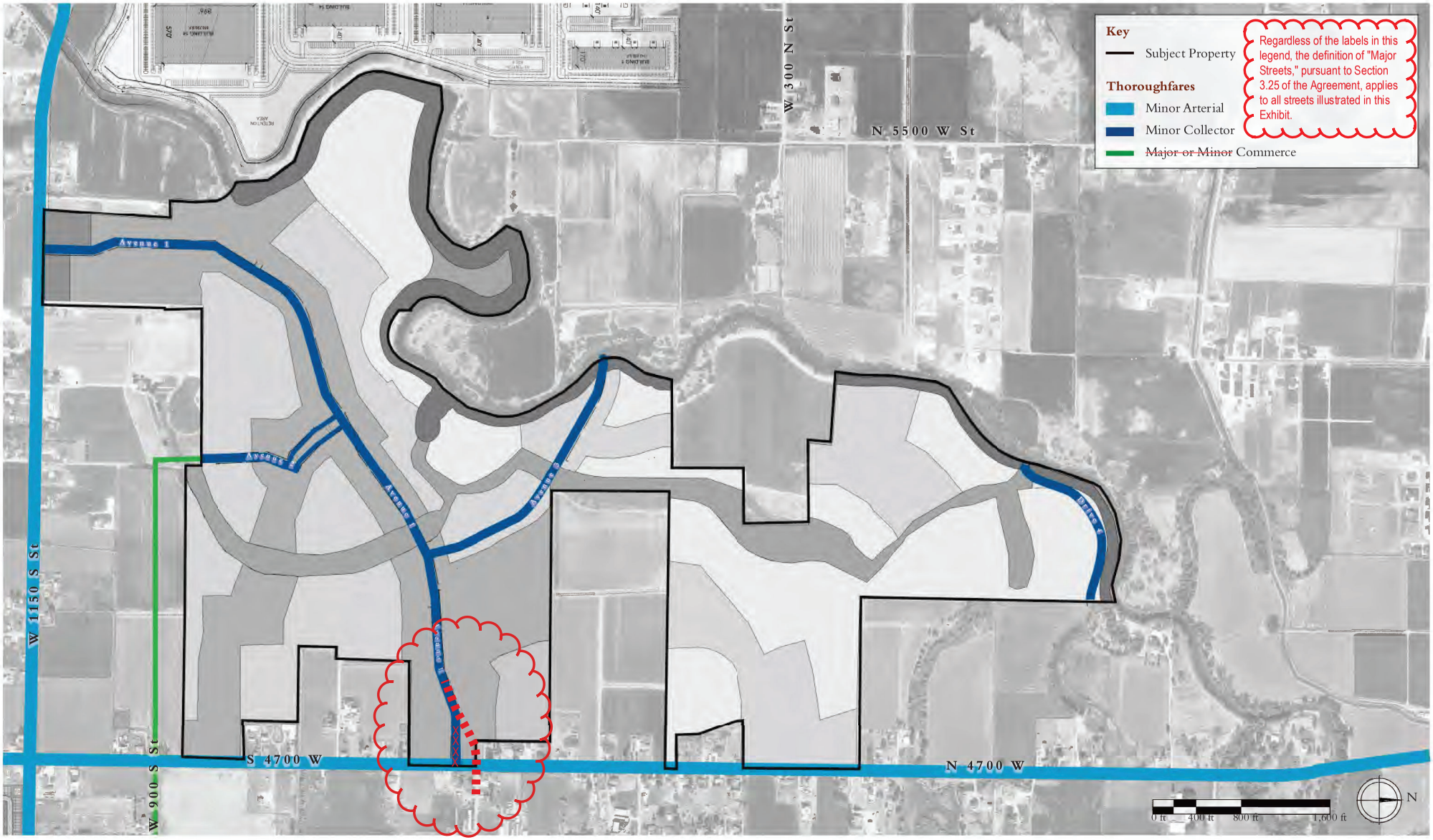
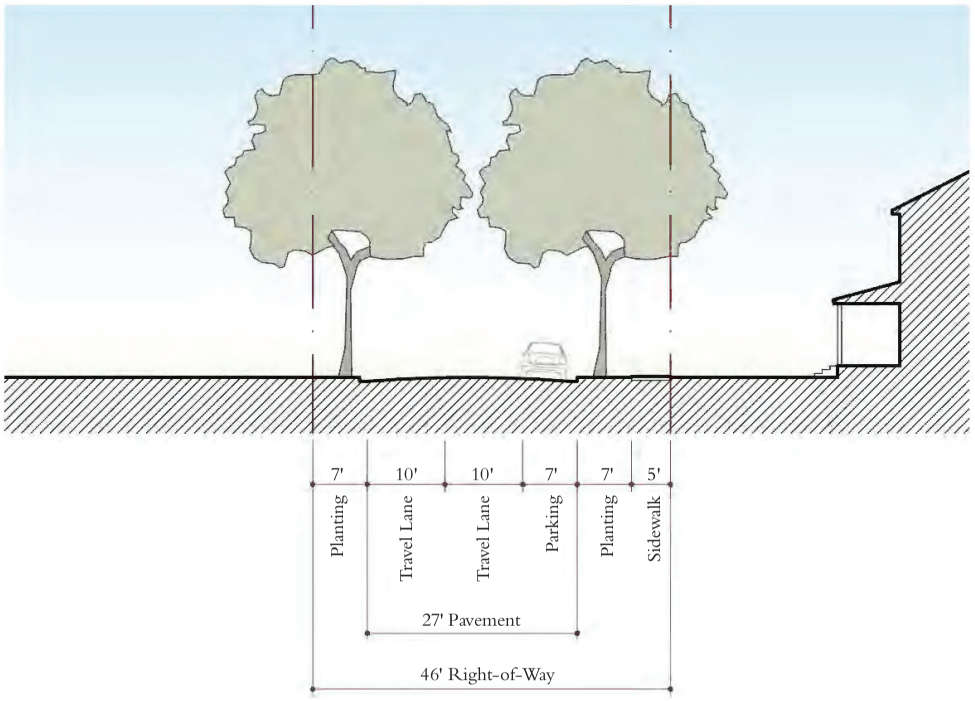

Key
Subject Property
Thoroughfares
Minor Arterial
Minor Collector
~~Major or Minor~~ Commerce
Regardless of the labels in this legend, the definition of "Major Streets," pursuant to Section 3.25 of the Agreement, applies to all streets illustrated in this Exhibit.
W 300 N St
N 5500 W St
Avenue 1
Avenue 2
Avenue 3
Avenue 4
Drive 4
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
0 ft
400 ft
800 ft
1,600 ft
N

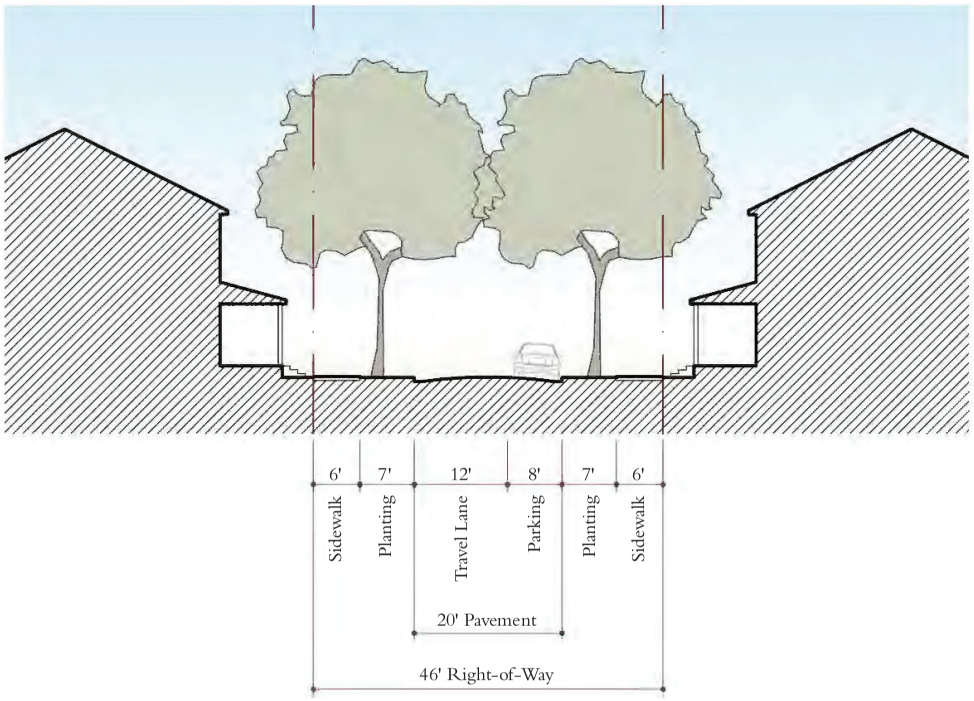
Exhibit E-2 – Major Street Cross-Sections

[On following pages.]



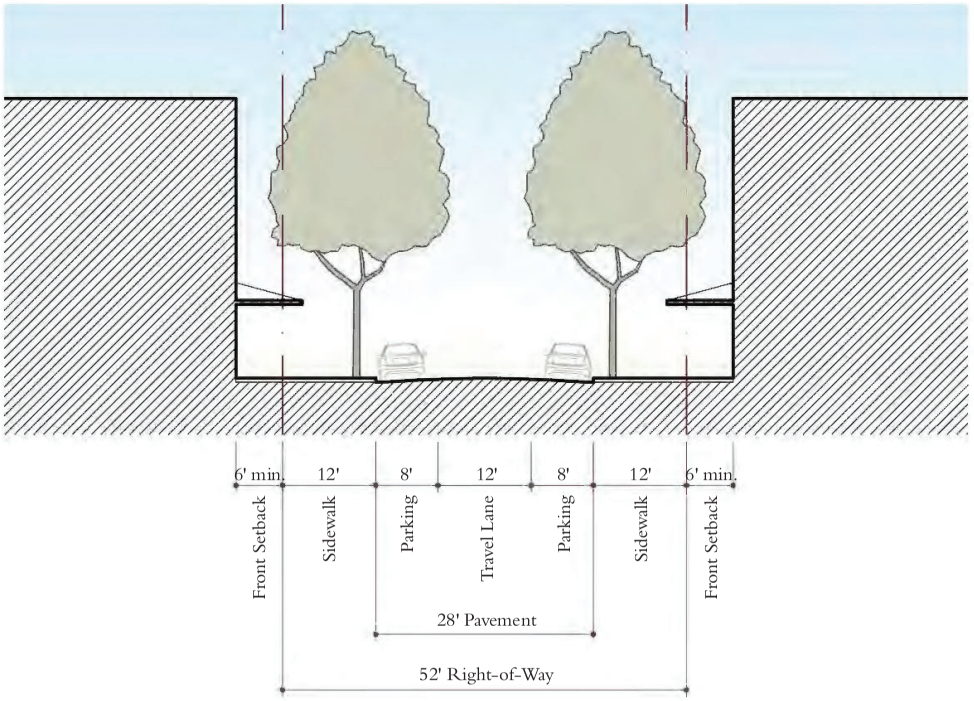
DR-46-27

Thoroughfare Type:	Drive	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	Where used as a Collector Street, this Thoroughfare will be paired with a minimum 10-foot trail in the adjacent park..
Vehicular and Fire Apparatus Clear Width:	20 ft.		



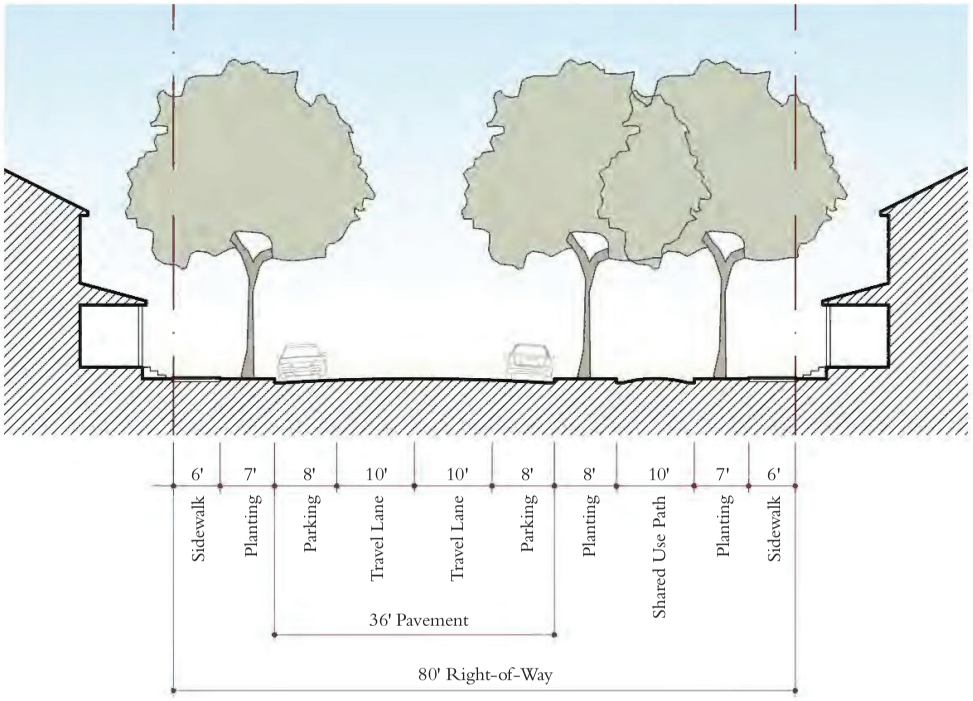
ST-46-20

Thoroughfare Type:	Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	1-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	Where used as a Collector Street, this Thoroughfare will be used in opposing pairs separated by a Civic Space.
Vehicular and Fire Apparatus Clear Width:	20 ft.		



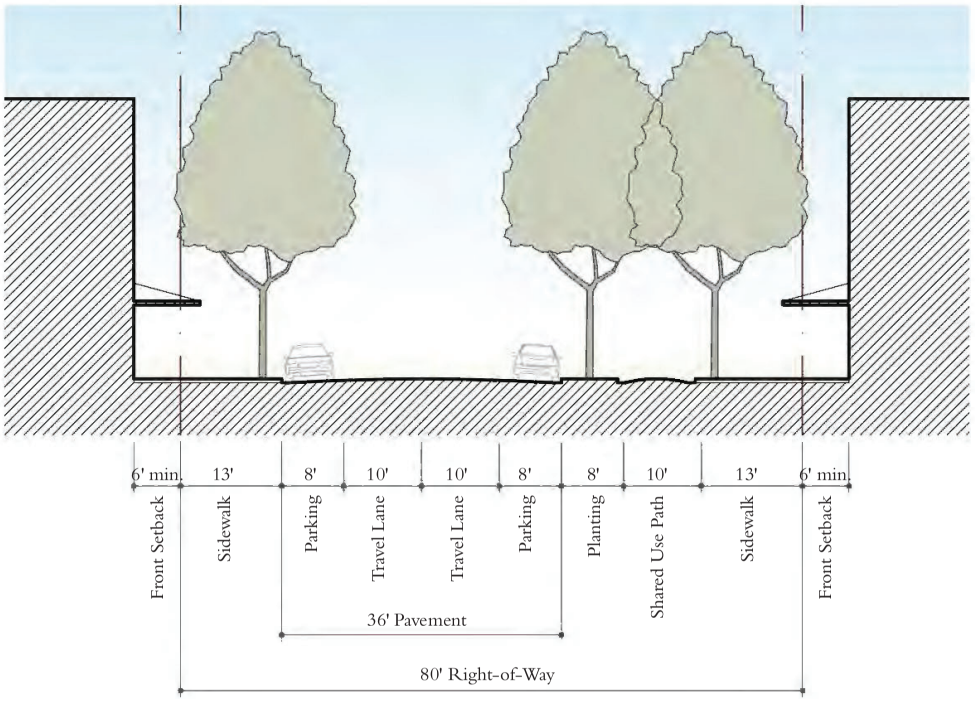
CS-52-28

Thoroughfare Type:	Commercial Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	1-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	Where used as a Collector Street, this Thoroughfare will be used in opposing pairs separated by a Civic Space.
Vehicular and Fire Apparatus Clear Width:	12 ft.		



AV-80-36

Thoroughfare Type:	Avenue	**Bicycle Facility:**	Shared Use Path
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



AV-80-36-C

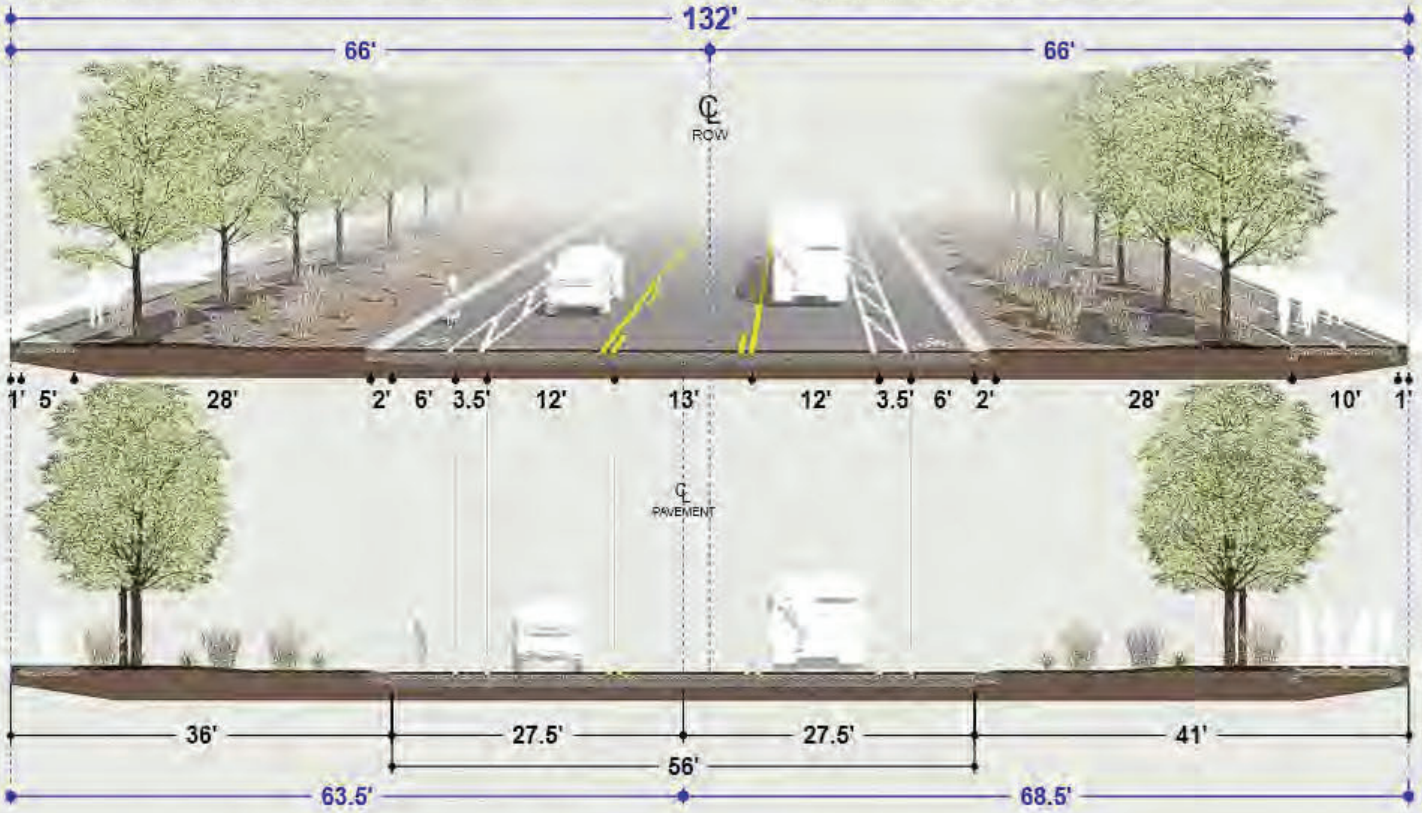
Thoroughfare Type:	Avenue	**Bicycle Facility:**	Shared Use Path
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		

MINOR ARTERIAL 3HS

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

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

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

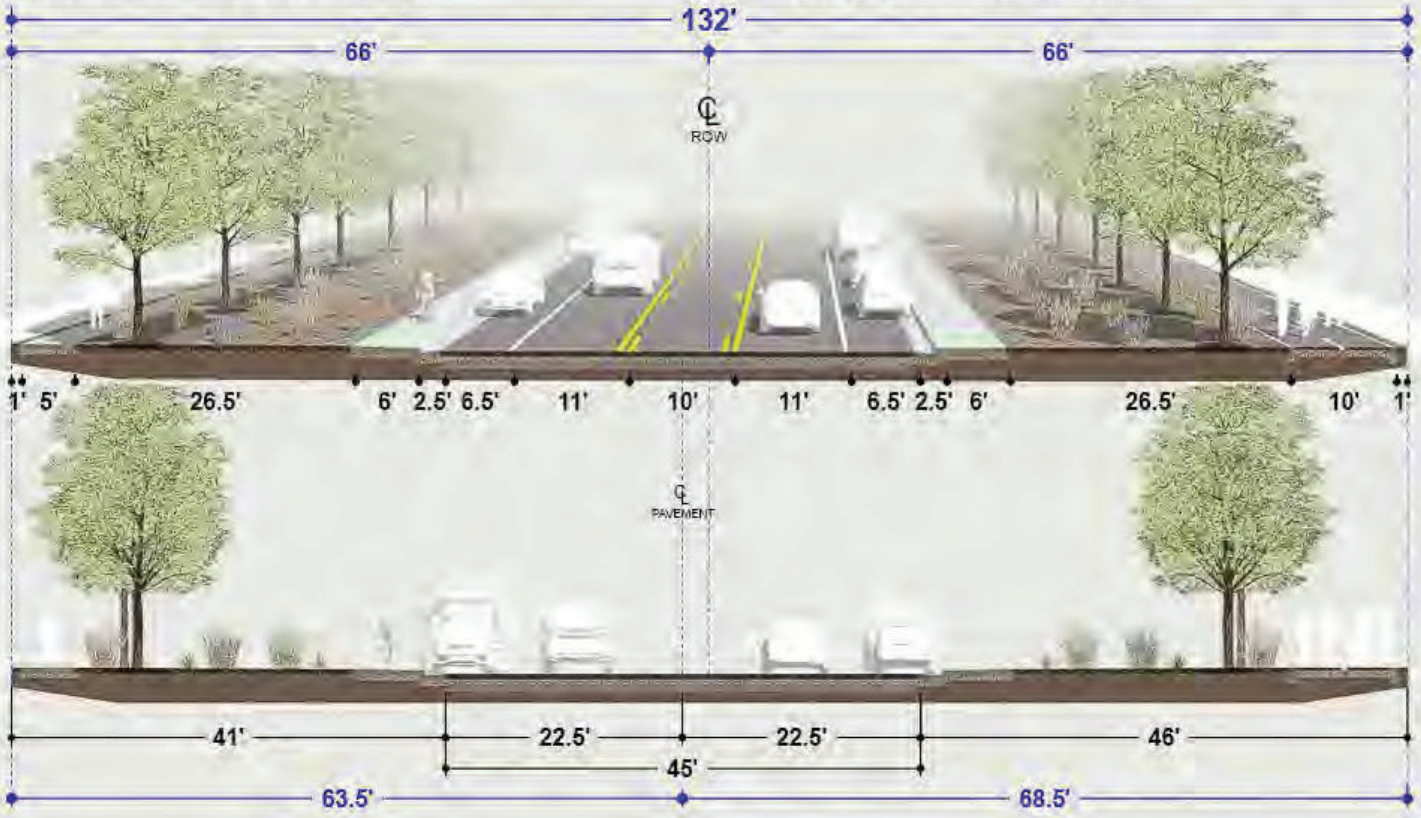


MINOR ARTERIAL 3PC

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

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

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



MINOR ARTERIAL 3P

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

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
LOWER EXPECTED VEHICLE SPEED AND VOLUME. NARROWER LANES TO PROMOTE SLOWER SPEEDS. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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

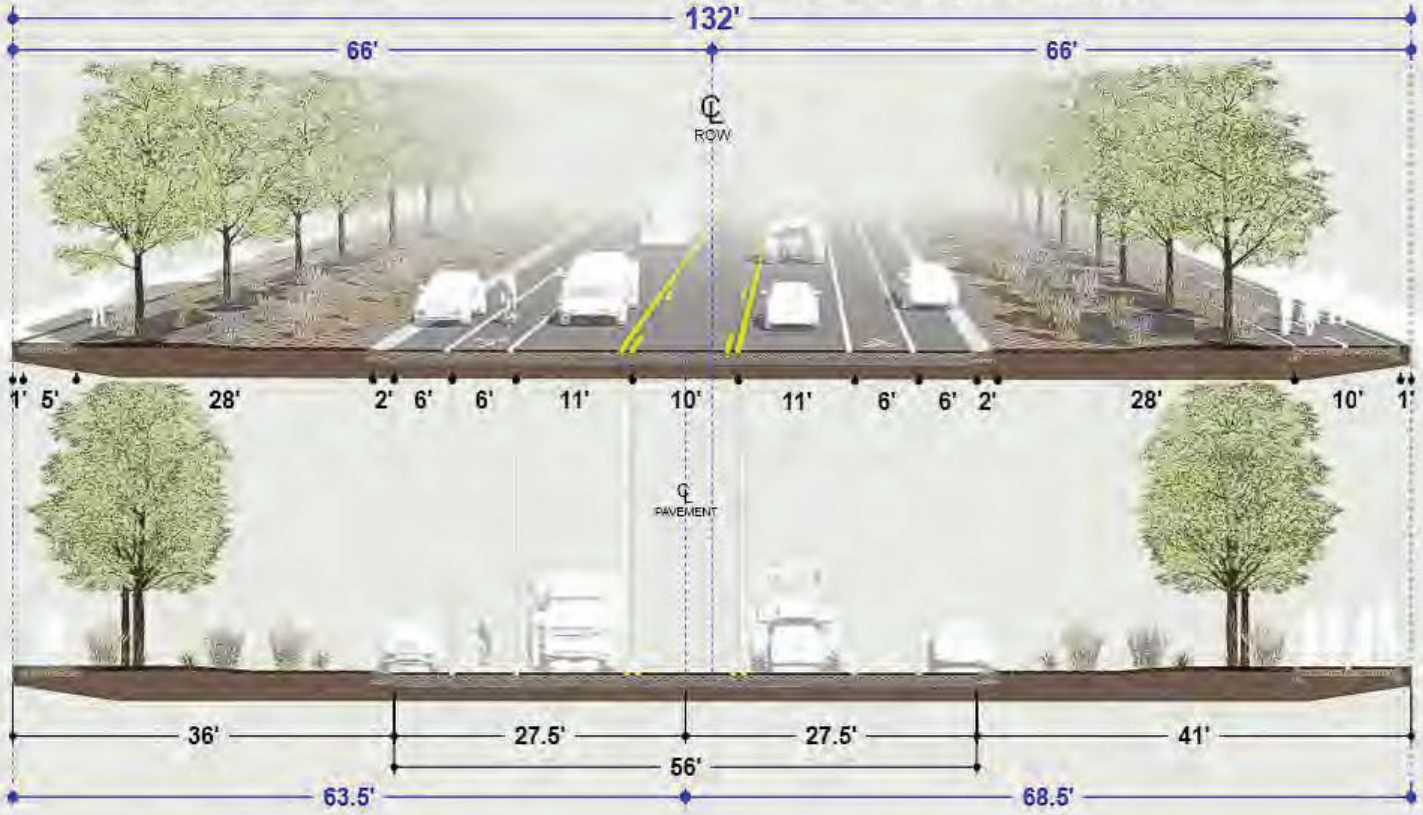
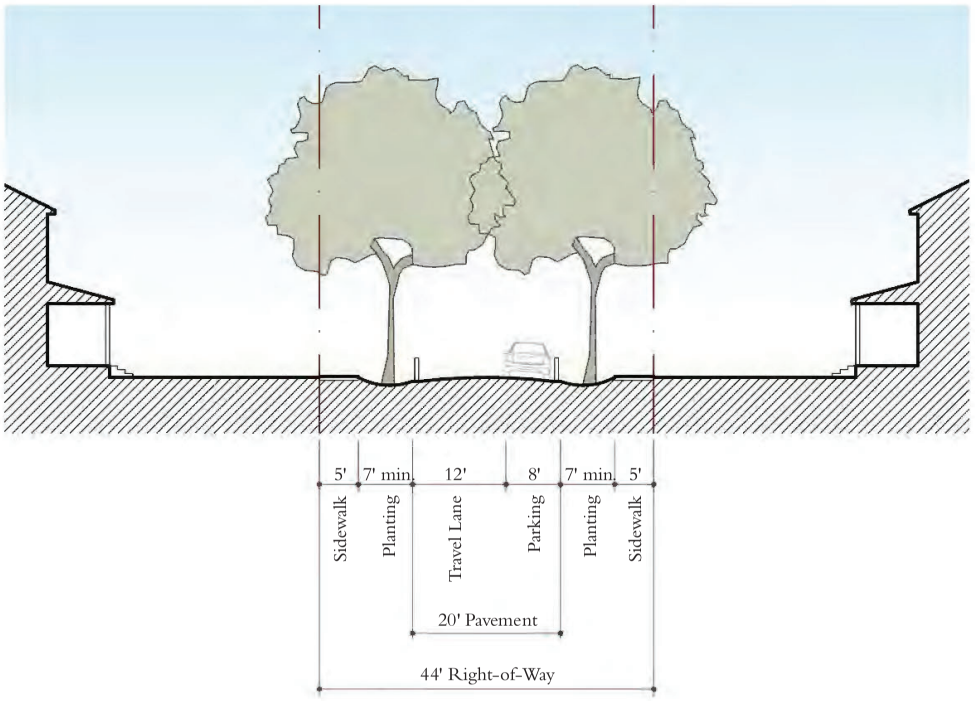


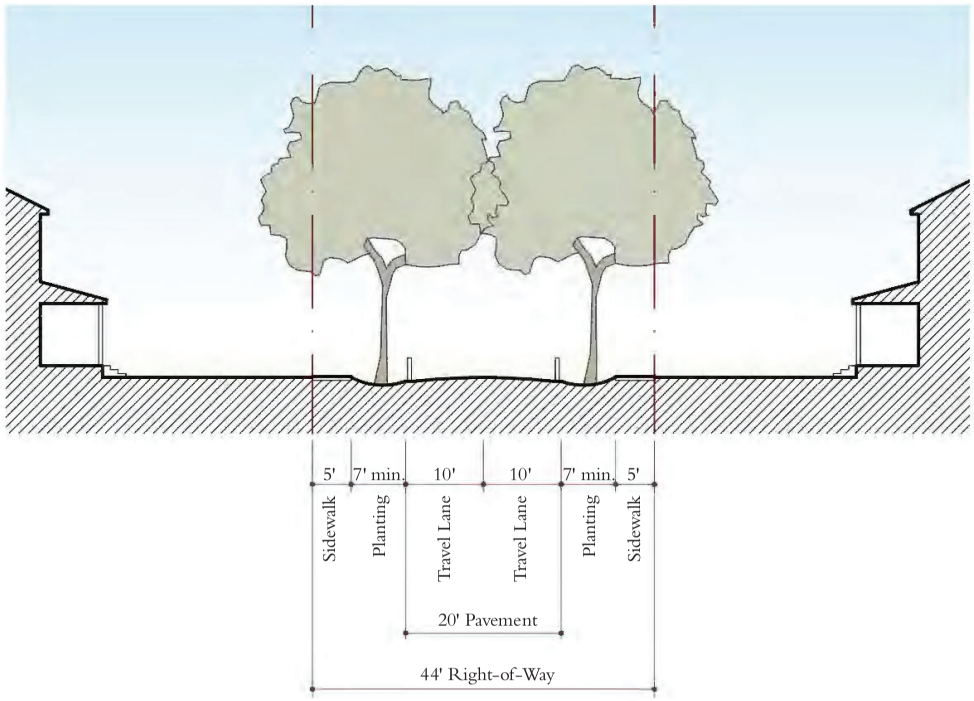
Exhibit E-3 – Minor Street Cross-Sections

[On following pages.]



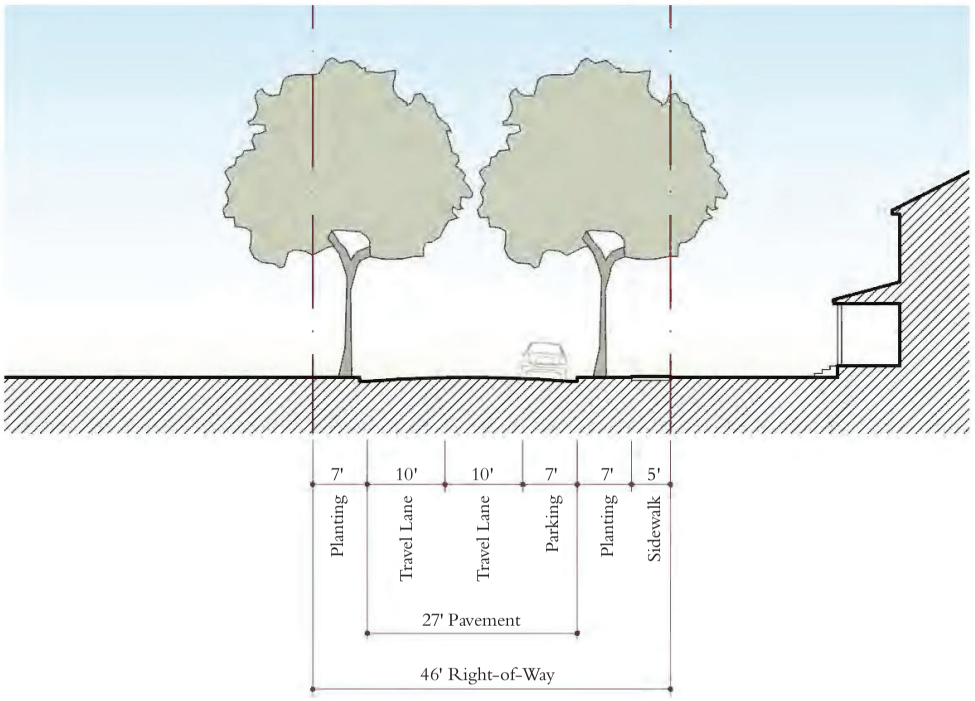
RD-44-20-A

Thoroughfare Type:	Road	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Ribbon or Rolled
Vehicular Movement:	1-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



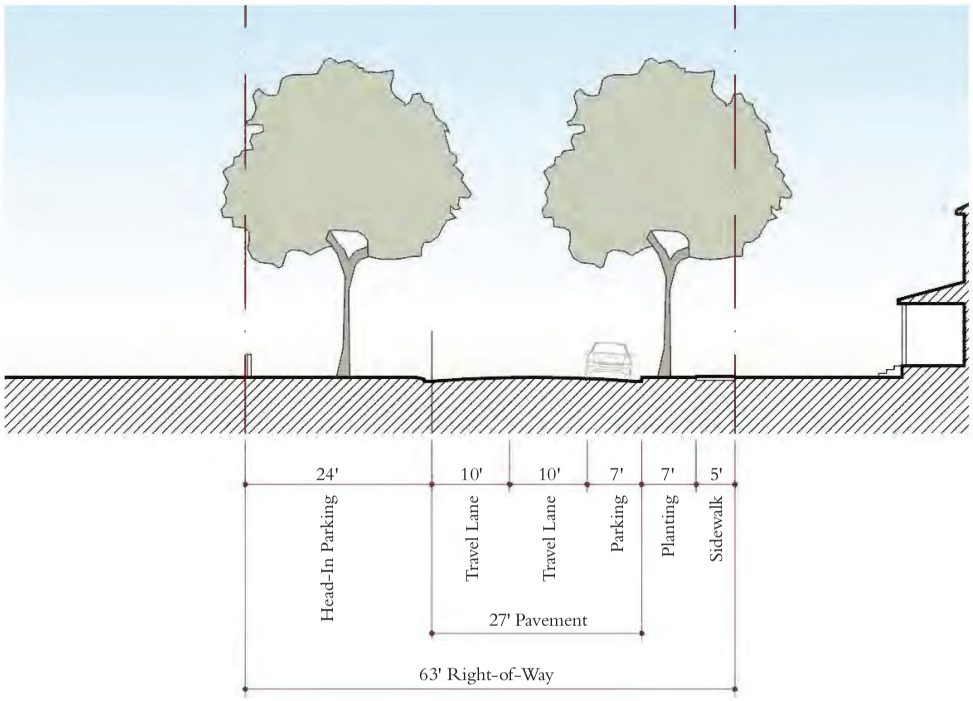
RD-44-20-B

Thoroughfare Type:	Road	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Ribbon or Rolled
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	The travel lanes may also be separated by a planted median of varying width. In this case, the travel lanes will be 12 feet wide.
Vehicular and Fire Apparatus Clear Width:	20 ft.		



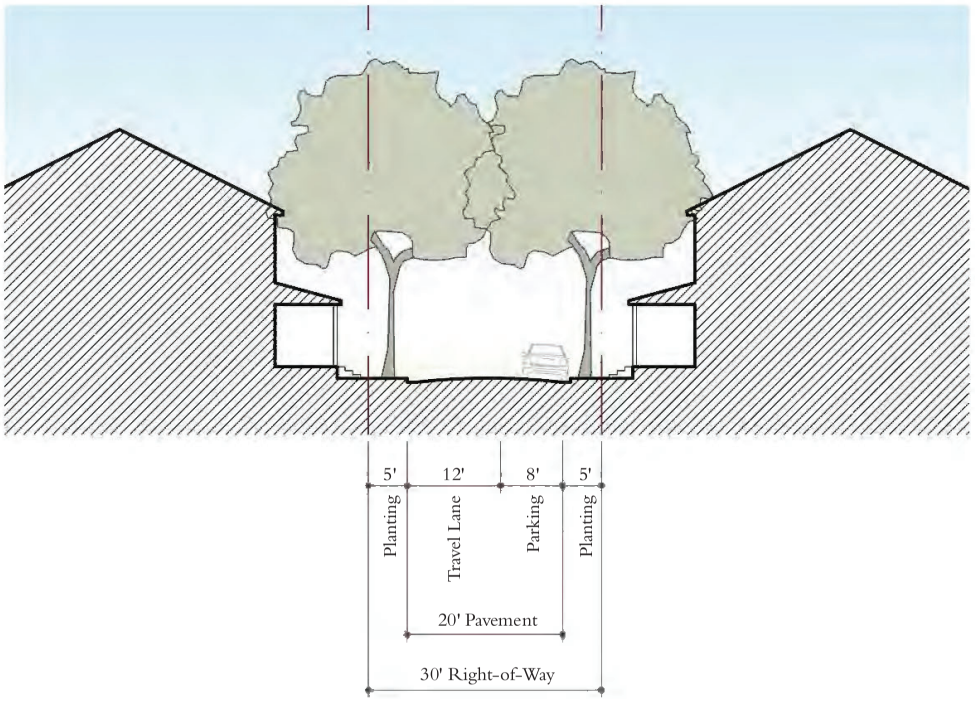
DR-46-27

Thoroughfare Type:	Drive	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



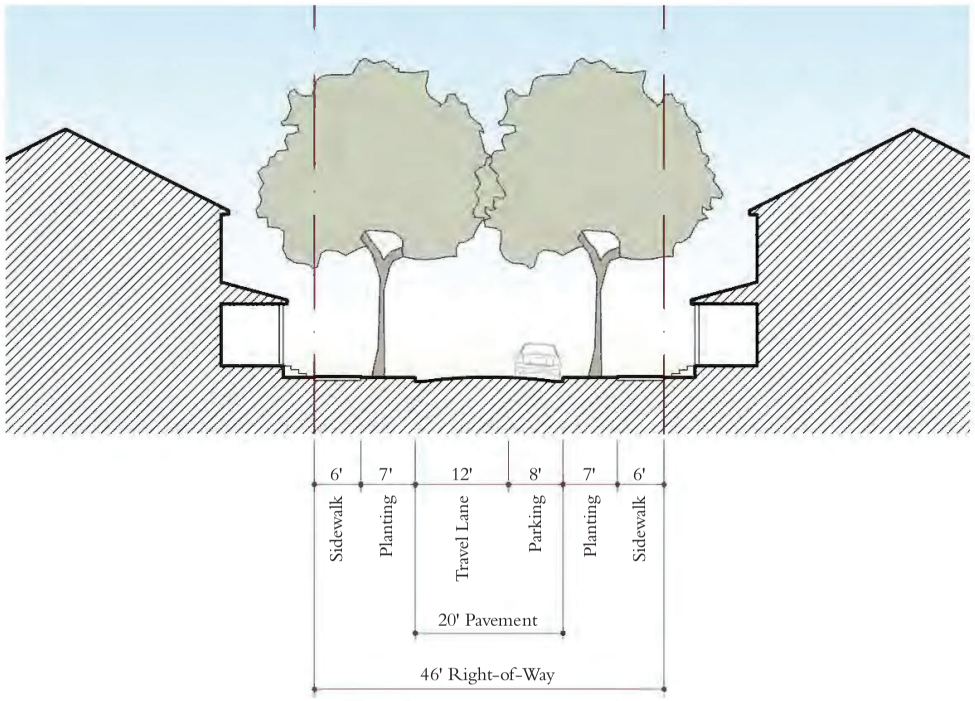
DR-63-27

Thoroughfare Type:	Drive	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Rolled or Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



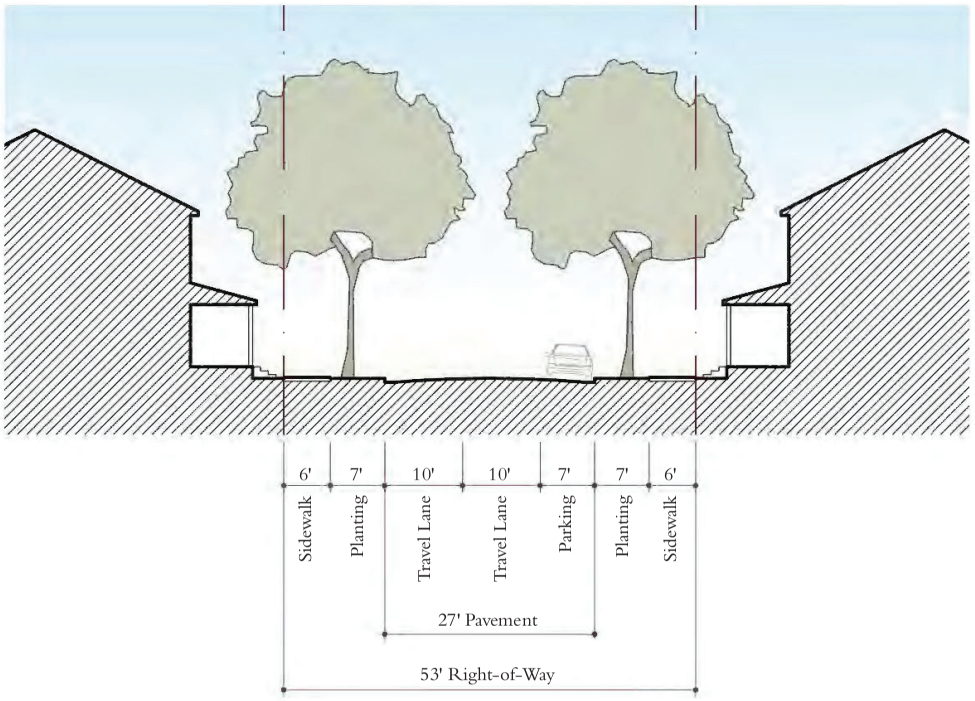
LN-30-20

Thoroughfare Type:	Lane	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



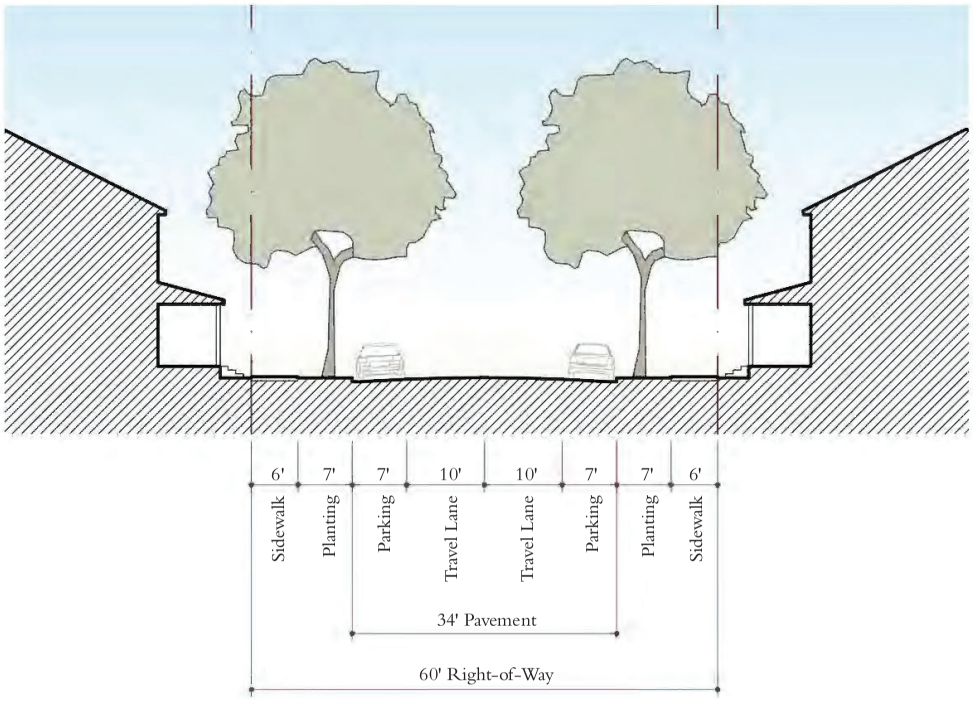
ST-46-20

Thoroughfare Type:	Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	1-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



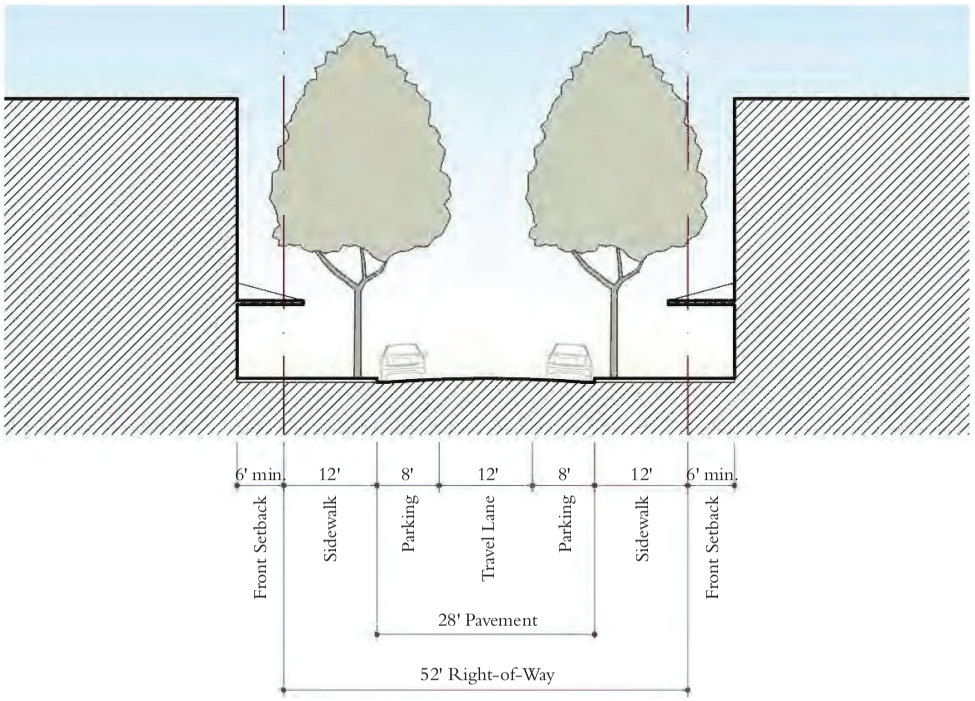
ST-53-27

Thoroughfare Type:	Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



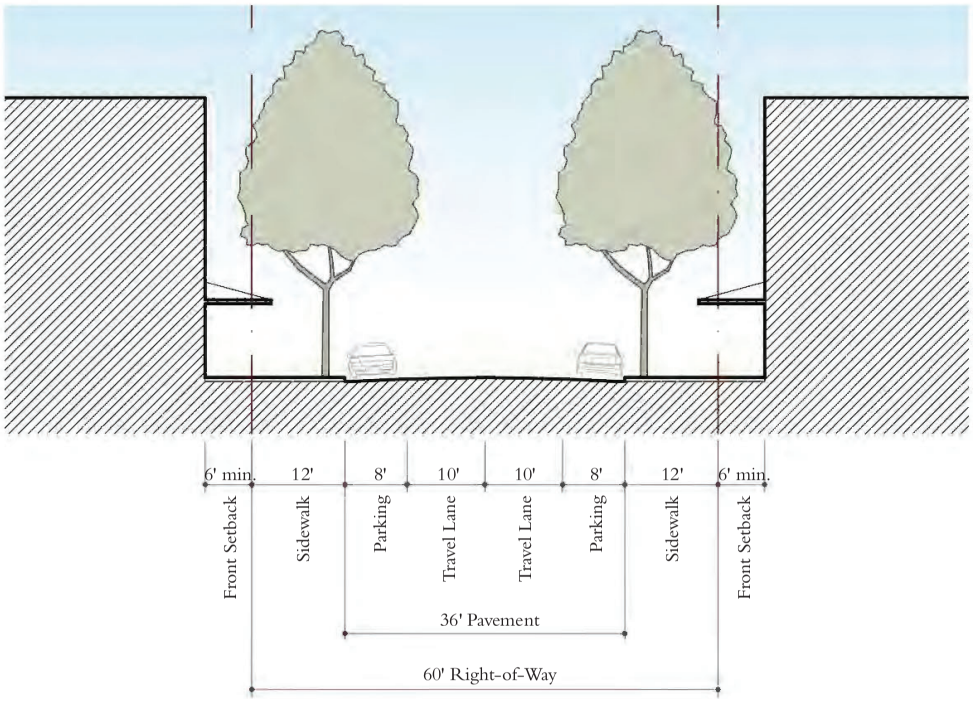
ST-60-34

Thoroughfare Type:	Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



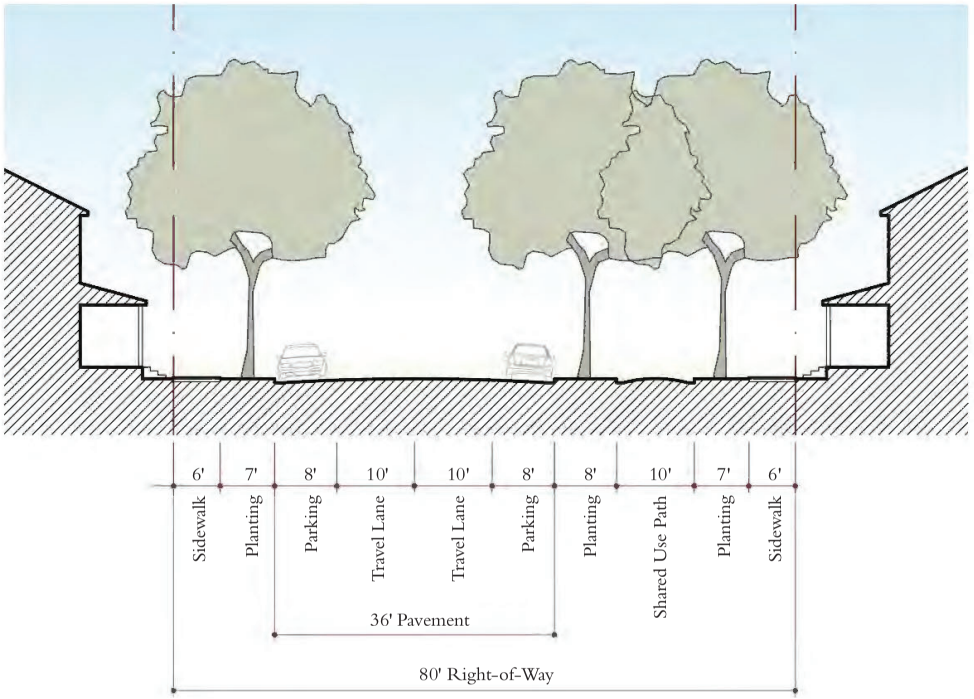
CS-52-28

Thoroughfare Type:	Commercial Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	1-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



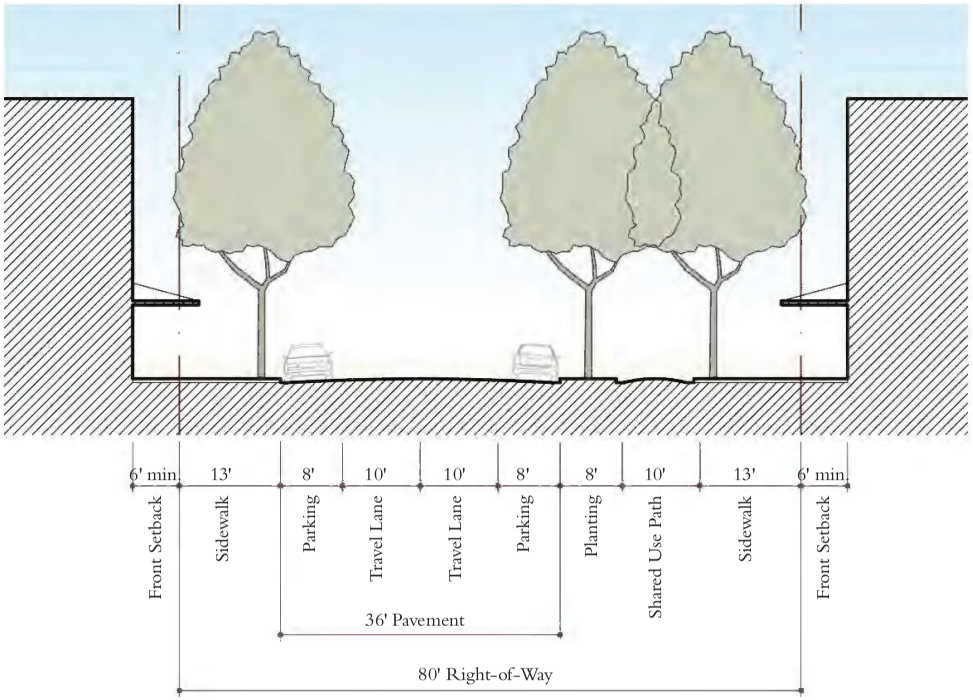
CS-60-36

Thoroughfare Type:	Commercial Street	**Bicycle Facility:**	Shared with Vehicles
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



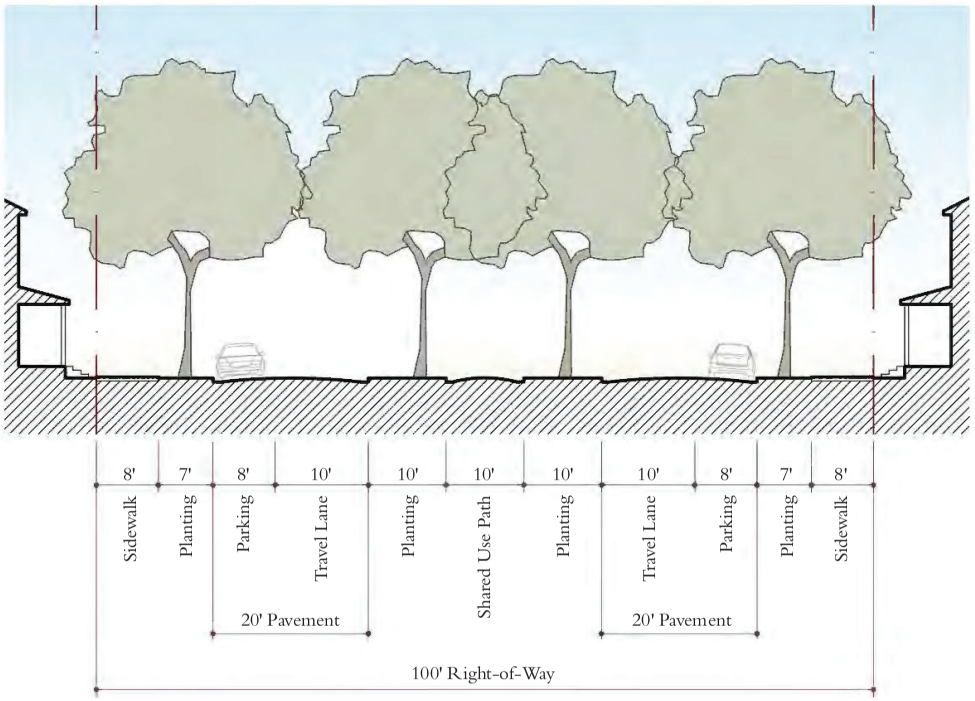
AV-80-36

Thoroughfare Type:	Avenue	**Bicycle Facility:**	Shared Use Path
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



AV-80-36-C

Thoroughfare Type:	Avenue	**Bicycle Facility:**	Shared Use Path
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



BV-100-20-20

Thoroughfare Type:	Boulevard	**Bicycle Facility:**	Shared Use Path
Ownership:	Public	**Curb Type:**	Header
Vehicular Movement:	2-way	**Typical Utilities:**	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	**Notes:**	
Vehicular and Fire Apparatus Clear Width:	12 ft.		

Exhibit F – Form of Development Report

DEVELOPMENT REPORT

THIS DEVELOPMENT REPORT is executed and delivered this _____, 20__, by the undersigned "Applicant" and provided to Weber County, a county and political subdivision of the State of Utah ("County") in connection with the "Development Application" submitted simultaneously herewith, and pursuant to **Section 8.2.2** of that certain Development Agreement with County, recorded on __, as Entry No. _____ in Book _____ at Page ___ of the official records of the _____Weber County Recorder, State of Utah (as amended, the "Development Agreement"). Capitalized terms used but not defined herein shall have the same meaning as used in the Development Agreement.

A. **Ownership of property that is subject of the Development Application**: _____ _____. This Development Report shall include the consent of the owner of the property that is subject of the Development Application and, if other than Master Developer, a copy of the notice of assignment from the Master Developer to the Applicant.

B. **Total number of Maximum Residential Primary Dwelling Units allowed in the Project**: _____ _____.

C. **Total number of The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units previously platted within any part of the Project**: _____ _____.

D. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded**: _____ ___.

E. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units proposed in the Development Application**: _____ _____.

F. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units remaining to be proposed for development in the Project**: _____ _____.

G. **The count of Open Space (and identifying any Public Park Open Space included therein) included in the Development Application and such Development Application's percentage of total required acreage of Open Space in the Project**: _____.

Applicant hereby certifies to the County that the above information is true and correct as of the date hereof.

Dated _____, 20__.

APPLICANT:_____

Exhibit G – Form of Transfer Acknowledgment

TRANSFER ACKNOWLEDGEMENT

THIS TRANSFER ACKNOWLEDGEMENT is executed and delivered this _____, 20__, by [Master Developer] ("Developer") and provided to Weber County, a county and political subdivision of the State of Utah ("County").

RECITALS

A. Developer entered into that certain Development Agreement with County, recorded on _____, as Entry No. _____ in Book _____ at Page ___ of the official records of the _____Weber County Recorder, State of Utah (the "Development Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Development Agreement.

B. The Development Agreement vests the use, configuration, densities, and processes for the Property's development.

C. Pursuant and subject to **Section 11.4** of the Development Agreement, Developer may assign or transfer "any of the rights and obligations under this Agreement" and in connection with such a transfer is to provide notice on this form to County.

NOW, THEREFORE, Developer hereby acknowledges that it has transferred and assigned the following rights, obligations, and duties as a developer under the Development Agreement to _____ ("Transferee"), and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations described below:

_____

_____

_____

_____

EXECUTED as of the date first above written.

DEVELOPER:

[Master Developer Entity]

By:_____

Name:_____

Title:_____

TRANSFEREE:

_____

By: _____

Name: _____

Title: _____

CERTIFICATE AND NOTICE OF DELIVERY

I certify that the foregoing acknowledgment was delivered to Weber County on this ___ day of _____, 202__ through the following method of delivery _____.

By:_____

Exhibit H – Title 108 Modifications

[On following pages.]

Exhibit H – Title 108 Modifications

TITLE 108 STANDARDS

CHAPTER 108-1 DESIGN REVIEW

Sec 108-1-1 Purpose

(a) The purpose and intent of design review by the planning ~~commission~~ division director is to secure the general purposes of this chapter and the master plan and to ensure that the general design, layout and appearance of buildings and structures and the development of property shall in no case be such as would impair the orderly and harmonious development of the neighborhood or impair investment in and occupation of the neighborhood.

(b) It shall not be the intent of this chapter to restrict or specify the particular architectural design proposed or to specify the exterior detail or design, color, or materials proposed by the applicant, except as such detail is of such magnitude as to affect the general appearance and compatibility of the development with its surroundings ~~or as guided by the Ogden Valley Architectural and Landscape chapter.~~.

Sec 108-1-2 Application And Review

(a) All applications for occupancy permits or building permits for all multifamily (over eight) dwellings, recreation resort uses, public and quasi-public uses, business, commercial and manufacturing buildings, structures and uses and their accessory buildings, shall be accompanied by architectural elevations and site development plans to scale, which shall show building locations, major exterior elevations, ~~exterior building materials and color schemes,~~ landscaping, prominent existing trees, ground treatment, fences, off-street parking, vehicle and pedestrian circulation, ~~adjacent buildings,~~ streets and property lines, and existing grades and proposed new grades. All plans shall be reviewed ~~and approved~~for compliance by the planning division director.~~commission with the exception that small buildings or additions with a total footprint of less than 10,000 square feet, and which impact an area of less than one acre may be reviewed and approved by the planning director after meeting the requirements of all applicable ordinances. In the Ogden Valley Destination and Recreation Resort Zone at elevations of at least 6,200 feet above sea level, the buildings with a total footprint of less than 75,000 square feet may be reviewed and approved by the planning director after meeting the requirements of all applicable ordinances and/or the intent of the applicable master plan.~~ All of the above required architectural and site development plans shall first be reviewed and receive ~~approved~~ approval prior to the issuing of any land use, occupancy or building permit.

(b) All documents submitted in the application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to site plans, architectural elevations/renderings, etc.)~~,~~ shall be scaled. ~~and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.~~

~~(c) The applicability of the provisions of this chapter may be waived or modified by the County Commission by means of an executed and recorded development agreement. The specific waiver or modification shall be explicitly stated in the development agreement. The specific waiver or modification is subject to a public hearing with, and recommendation from, the Planning Commission prior to County Commission final decision.~~

Sec 108-1-3 Exceptions

For buildings and uses covered by conditional use permits, ~~or planned unit development approval,~~ design review shall be incorporated within such conditional use permit ~~or planned unit development~~ approval and need not be a separate application, provided the requirements of this chapter are met.

Agricultural uses, including agritourism, shall be exempt from meeting the landscaping requirements as set forth in section 108-1-4.

Sec 108-1-4 Considerations In Review Of Applications

The planning director shall consider the following matters and others when applicable, in their review of applications and where the plan is found deficient, the plan design shall be amended or conditions imposed to mitigate such deficiencies when considering:

(a) ***Considerations relating to traffic safety and traffic congestion.***

(1) ***(Subsection not applicable to Project.)***

(2) The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, drives, and walkways; however, the applicability of this Subsection (a)(2) shall be limited to mitigation of anticipated or potential unsafe conditions.

(3) The arrangement and adequacy of off street parking facilities to prevent traffic congestion.

(4) The location, arrangement, and dimensions of truck loading and unloading facilities. See Sec 108-8-8 Off-Street Truck Loading Space, as modified herein. ~~In the case of a commercial or industrial development which includes an onsite owner/employee residential use, all residential windows should face away from loading docks.~~

(5) For lots fronting a Collector or Arterial street: when midblock vehicle access or parking areas are provided on adjoining lots, they shall be connected by means of a cross-access easement or similar and be configured in a manner to minimize the use of the collector or arterial street for vehicle circulation within the block. ~~The circulation patterns within the boundaries of the development. In the case of a commercial or industrial development which includes an onsite owner/employee residential use, a separate ingress/egress may be required, depending on the size and/or type of use, and for any multiple use complex.~~

~~(6) The surfacing and lighting of off street parking facilities.~~

(b) ***Considerations relating to outdoor advertising.*** The number, location, color, size, height, lighting, and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards, the blanketing of adjacent property signs and the appearance and harmony with other signs and structures with the project and with adjacent development.

(c) ***(Subsection not applicable to Project.)***

(d) ***(Subsection not applicable to Project.)***

(e) ***Considerations relating to utility easements, drainage, and other engineering questions.*** Provision within the development shall be made to provide for adequate storm water and surface water drainage, retention facilities, and for utilities to and through the property.

(f) ***(Subsection not applicable to Project.)***

Sec 108-1-5 Conditions

Design approval may include such other conditions consistent with the considerations of this~~, and/or any other~~ chapter of the Weber County Land Use Code, as the ~~commission or~~ planning division director deems reasonable and necessary under the circumstances to carry out the intent of the Land Use Code, subject to and in compliance with an applicable development agreement.

Sec 108-1-6 Planning Commission Approval. **(Section not applicable to Project.)**

Sec 108-1-7 Agreement For Improvements

Upon the grant of design approval, the developer shall enter into an agreement with the county detailing the public and private improvements to be constructed on and off site and acknowledging his responsibility for such installation within the time allowed. Financial guarantees for completing improvements shall be deposited into an escrow account with the Weber County Engineering Division when and where so required. Financial guarantees ~~of $25,000.00 or less~~ may be approved by the county engineer. Occupancy shall not occur until all improvements have either been installed or guaranteed.

Sec 108-1-8 Time Limitations On Approval

If construction of any development for which design review approval has been granted has not been commenced within 18 months from date of design review approval, the approval shall be deemed expired. Upon application, one 1-year extension of time may be granted by the planning division director. ~~If construction of any development for which design approval has been granted has not been commenced within 18 months from date of design review approval, the approval shall be deemed automatically revoked. Upon application, an extension of time may be granted by the planning commission.~~

Sec 108-1-9 Transfer Of Approval Upon Change In Use

Design review approval is specific to the use and design of the site and its buildings, as proposed in the design review application. A change in use or a change in design that is not otherwise consistent with the design review approval shall require a new design review approval. ~~Design approval shall be deemed revoked if the buildings erected or the classification of their use or the classification of the use of land for which the approval was granted is changed, unless the approval is transferred by the planning commission. The planning director may authorize the transfer of design approval provided that all requirements of the Weber County Land Use Code are met for the new use. If a conflict arises concerning the interpretation of the Land Use Code, the planning director shall refer the change in use to the planning commission for review and approval.~~

Sec 108-1-10 Conformance To Approval

Development for which design approval has been granted shall conform to the approval and any conditions attached thereto.

Sec 108-1-11 Enforcement~~Modification~~

A design approval which does not conform to any requirement of the approved permit may be enforced pursuant to Chapter 102-4. ~~Upon request of the applicant, modifications in the approved plan may be made by the planning commission or the planning director.~~

~~De minimis revisions. The planning director may approve revisions to an approved design review plan that he/she determines are de minimis. Proposed revisions shall be considered de minimis if the planning director determines the changes to be slight, inconsequential, and not in violation of any substantive provision of this Code. The planning director's written approval of a de minimis revision(s) shall be appended to the written decision of the planning commission. Revisions that are de minimis shall not require public notice.~~

~~The planning commission may revoke or modify a design approval which does not conform to any requirement of the approved permit.~~

CHAPTER 108-2 ARCHITECTURAL, LANDSCAPE, AND SCREENING DESIGN STANDARDS (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-3 CLUSTER SUBDIVISIONS. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-4 CONDITIONAL USES. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-5 (RESERVED)

CHAPTER 108-6 TIME SHARE. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-7 SUPPLEMENTARY AND QUALIFYING REGULATIONS

Sec 108-7-1 Purpose And Intent

The regulations hereinafter set forth in this chapter qualify or supplement, as the case may be, the zoning regulations appearing elsewhere in this title.

Sec 108-7-2 Projections. (Section not applicable to Project.)

Sec 108-7-3 Fencing Requirements. (Section not applicable to Project.)

Sec 108-7-4 Area Of Accessory Building. (Section not applicable to Project.)

Sec 108-7-5 Building Or Structure Height Requirements. (Section not applicable to Project.)

Sec 108-7-6 Garbage, Junk, And Weeds Unlawful

(a) *Garbage, inoperable or abandoned vehicles, and junk.* It is unlawful for any owner or occupant of land to permit garbage, inoperable or abandoned vehicles, or junk to accumulate or remain on or about the premises whenever it is unsightly and in public view, or whenever it is dangerous to the health, safety, and welfare of the people of the county. Every owner or occupant of land is hereby required to remove, or provide for the removal of, such garbage, inoperable or abandoned vehicles, and junk before the same become unsanitary, dangerous, or a nuisance.

(b) *Weeds and unkempt yards.* Landowners are responsible for clearing all weeds from their property, including their property's perimeter and any adjacent sidewalk, trail or pathway, parkstrip, or unimproved portions of public rights-of-way. A yard, and any adjacent sidewalk, trail or pathway, parkstrip, or unimproved portion of public rights-of-way that are visible from a public right-of-way shall be maintained so that the property's appearance does not detract from the appearance of the neighborhood. Weeds, except noxious or invasive weeds which shall be removed promptly, and turf grasses shall be maintained at a height of not more than eight inches at any time, and the cuttings shall be promptly disposed of in an organized manner or mulched in place. Native vegetation, including grasses, and wildflowers, and shrubs, maintained in a natural state are exempt from the eight-inch regulation. Where a street has curbing, or where a deferral agreement for curbing was required, it is the responsibility of the property owner, not the County, to maintain, cut, or remove any vegetation that is between the edge of the travel surface within the public right-of-way and the edge of the public right-of-way adjoining the owner's property.

(c) *Exemptions.* This section shall not apply to items which are clearly accessory and incidental to any agricultural use permitted in the zone, or to items completely and lawfully enclosed within a building or enclosure where it is not visible from a public or private way or other public or private property and which does not constitute a nuisance, endanger or adversely affect the health or welfare of the community, or the keeping of which does not violate any other law or ordinance.

(d) *Owner or occupant responsibility.* Any owner or occupant of land that allows for the violation of this section shall make proper arrangements for the correction of the violation.

(e) *Public streets and other public property.*

(1) It is unlawful for any person to place or deposit in or upon any public street, right-of-way, or other public property in unincorporated areas of the county any garbage, inoperable or abandoned vehicles, junk, weeds, or any other vegetation, if the deposited items or materials may interfere with pedestrian or vehicular traffic or may in any way be dangerous to the health, safety, and welfare of the people of the county.

(2) It is the responsibility of owners or occupants of land adjoining a public right-of-way, pedestrian pathway, or sidewalk to ensure continual removal of vegetation overgrowth.

(3) In addition to the requirements of Section 32-8-2, owners or occupants of a platted building lot, or a lot of record with an existing residential, commercial, or manufacturing use, that adjoins a paved pedestrian pathway and is less than five acres shall also be required to ensure continual removal of snow from the pathway.

Sec 108-7-7 Supplemental Street, Access, And Right-Of-Way Standards

Sec 108-7-7.010 Obstructions In Right-Of-Way

To ensure deposited items or materials do not interfere with pedestrian or vehicular traffic or in any way be dangerous to the health, safety, and welfare of the people of the county, it is unlawful for any person to place or deposit in or upon any Public Street, right-of-way, or other public property in unincorporated areas of the county any garbage, inoperable or abandoned vehicles, junk, weeds, or any other vegetation.

Sec 108-7-7.020 Vegetation And Snow Removal - Pedestrian Right's Of Way

(a) It is the responsibility of owners or occupants of land adjoining a public right-of-way, pedestrian pathway, or sidewalk to ensure continual removal of vegetation overgrowth.

(b) In addition to the requirements of Section 32-8-2 of the Weber County Code, owners or occupants of a platted building Lot, or a Lot of record with an existing residential, commercial, or manufacturing use, that adjoins a paved pedestrian pathway and is less than five acres shall also be required to ensure continual removal of snow from the pathway.

Sec 108-7-7.030 Clear View Of Intersecting Streets

When an access way intersects with a public right-of-way, or when the subject property abuts the intersection of two or more public rights-of-way, the triangular areas described below shall provide unobstructed cross-visibility at a level between two and eight feet in height. Trees may be planted inside the triangular areas, but shall be trimmed such that no limbs or foliage extend into the cross-visibility zone, and placed so as not to create a traffic hazard. Plant materials, excepting turf grass, shall not be located closer than three feet from the edge of any access way pavement. No other obstruction to view in excess of three feet in height shall be allowed. The triangular areas referred to above are defined as follows:

(a) The area of property on either side of an access way formed by the intersection of each side of the access way and the public right-of-way line. The two sides of the triangle shall be ten feet in length measured from the point of intersection and the third side (hypotenuse) being a line connecting the ends of these two sides.

(b) The area of property located at a corner formed by the intersection of two or more public rights-of-way. The two sides of the triangle shall be formed by the street rights-of-way lines for a length of 40 feet back from their intersection and the third side being a line connecting the ends of these two sides.

Sec 108-7-7.040 Public Tree Care

The provisions of this section shall not be applicable to vegetation that is maintained by Master Developer or a homeowner's association or organization. The County shall have the right, as determined by its sole discretion, to plant, prune, maintain, and remove trees, plants, and shrubs within rights-of-way, streets, and public property as may be necessary to ensure public safety or to preserve or enhance public grounds.

(a) ***Illegal to cut trees and/or top trees.***

(1) It is unlawful for any person to remove trees situated on County property, including streets and roadways of the County, without obtaining permission from the Planning Division Director for that purpose.

(2) It is unlawful as a normal practice for any person, firm, or County department to top any tree within the County's right-of-way. Topping is the severe cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning

practices are impractical, may be exempted from this section at the determination of the Planning Division Director.

(b) ***Pruning and corner clearance.*** Subject to the provisions of subsection (d), every owner of any tree or shrub overhanging any street, sidewalk, or right-of-way within the County shall prune the branches so that such branches shall not severely obstruct the light from any street lamp, obstruct the view of any street intersection, or obstruct or create a hazard on a street, sidewalk, or right-of-way. Said owners shall remove and replace all dead, diseased, or dangerous trees and shrubs, or broken or decayed limbs, which constitute a hazard to the safety of the public. The County shall have the right to prune any tree or shrub on private property when it severely obstructs the light from any street lamp, obstructs the view of any street intersection, or obstructs or creates a hazard on the street, sidewalk, or right-of-way. Any costs incurred by the County will be collected from the owner of the tree or shrub.

(c) ***Removal and replacement of dead and/or hazardous trees/plantings on the county's right-of-way; property owner responsibility.*** The removal of any tree, living or dead, is subject to the permit process, as outlined in subsection (d). Plantings and dead trees on the County's right-of-way that are determined by the County to be a hazard shall be removed and, if appropriate, replaced at the adjacent property owner's expense. If the adjacent property owner refuses to cooperate with the removal of a hazardous planting or dead tree, it shall be removed and, if appropriate, replaced by the County and any costs incurred will be collected from the adjacent property owner. Except for routine trimming, pruning, and watering, the County accepts responsibility for maintenance of planted areas on public property and the County's rights-of-way for County installed projects, which are regularly maintained by County staff.

(d) ***Permit to remove trees or vegetation from county property.*** Any person desiring to cut and remove trees or vegetation from County property, including the County's rights-of-way, shall first make written application to the Planning Division Director. The application shall contain the following information:

(1) The exact number of trees to be removed and the location of each with reference to street designations.

(2) A statement that the applicant will cut and remove the trees at his/her own cost and expense within thirty (30) days of the date of the permit.

(3) A statement that the applicant will restore the County property to the satisfaction of the County and will replant such trees as the County may require and where the County may specify.

(4) That the applicant will indemnify the County against any damage to the County property or to the adjacent property owners and against any injury to persons or property sustained in cutting and removing the trees.

Sec 108-7-8 Setbacks For Animals And Fowl. **(Section not applicable to Project.)**

Sec 108-7-9 Water And Sewage Requirements. **(Section not applicable to Project.)**

Sec 108-7-10 Required Building Setback From Designated Collector Or Arterial Streets. **(Section not applicable to Project.)**

Sec 108-7-11 Group Dwellings. **(Section not applicable to Project.)**

Sec 108-7-12 Water-Wise Landscaping

(a) **Landscape standards.** The following water-wise landscaping standards apply to all new development in the Western Weber Planning Area:

(1) In single-family residential developments, no more than 35 percent of the front and side yard of a lot or parcel, or no more than 3,000 square feet of the entire lot or parcel, may be irrigated turf grass, whichever is greater; and

(2) In commercial, industrial, institutional, and multi-family developments, no more than 15 percent of the total landscaped area may be irrigated turf grass. This provision shall not apply to active recreational areas that meet the design and landscape standards of Weber Basin Water Conservancy District; and

(3) Irrigated turf grass in a parkstrip, and any other yard area with a width of less than eight feet, is prohibited.

(b) ***Amortizing nonconforming landscaping.*** ***(Subsection not applicable to Project.)***

(c) ***Exemption.*** The provisions of this Section 12 shall not apply if the turf grass used is a special waterwise turf species approved by Weber Basin Water Conservancy District.

Sec 108-7-13 Residential Facility For Persons With A Disability Facility Requirements. **(Section applicable to Project without changes.)**

Sec 108-7-14 Residential Facility For Troubled Youth; Facility Requirements. **(Section applicable to Project without changes.)**

Sec 108-7-15 Residential Facility For Elderly Persons; Facility Requirements. **(Section applicable to Project without changes.)**

Sec 108-7-16 Large Accessory Buildings (1,000 Square Feet Or Larger). **(Section not applicable to Project.)**

Sec 108-7-17 New Construction In Residential And Commercial Developments

In approved residential and commercial developments, where developers may have up to two years to complete utility, road and other improvements, land use permits and building permits shall not be issued until all utility improvements requisite for residential occupancy are installed, except for the asphalt, curb, gutter, and sidewalk on the road.

Sec 108-7-18 Swimming Pools. **(Section not applicable to Project.)**

Sec 108-7-19 Development On A Substandard Street Or Public By Right-Of-Use Road. **(Section not applicable to Project.)**

Sec 108-7-20 Occupying Recreational Vehicles. **(Section not applicable to Project.)**

Sec 108-7-21 No Obstruction Of Irrigation Ditches, Drains And/Or Canals

No development shall obstruct the flow of water from an irrigation ditch, drain and/or canal. Any alteration or diversion of such waterways shall be approved by the county engineer and the irrigation company.

Sec 108-7-22 Temporary Real Estate Sales Office. (Section not applicable to Project.)

Sec 108-7-23 River And Stream Corridor Setbacks - Western Weber County. (Section not applicable to Project.)

Sec 108-7-24 Supplemental Energy Generation Standards

(a) ***Small Wind Energy System.*** The intent of this section is to regulate the placement and installation of small wind energy conversion systems in the county while providing for the safe, effective, and efficient use of such systems. These systems will be used primarily to produce clean energy and reduce on-site consumption of utility power for individual properties. The following regulations shall apply to all small wind energy conversion systems:

(1) The minimum lot size required for a small wind energy system shall be 20,000 square feet.

(2) Small wind energy systems shall be set back a distance equal to 110 percent of the tower height plus the turbine blade length from all property lines and a distance equal to 150 percent of the tower height plus the turbine blade length from any Dwelling on adjacent property. Small wind energy systems shall not be located within the minimum front yard setback of any lot, nor within the minimum side yard setback facing a street on a corner lot, nor on the roof of a residential structure.

(3) The maximum height of a small wind energy system (including tower and blades) shall not exceed 70 feet. Small wind energy systems proposed to be over 70 feet will require approval from the planning commission as part of the conditional use permit. The minimum distance between the ground and any protruding blades utilized on a small wind energy system shall be 15 feet as measured at the lowest point of the arc of the blades.

(4) Small wind energy systems must comply with applicable Federal Aviation Administration (FAA) regulations, including any necessary approvals for installations close to airports.

(5) Small wind energy system towers shall maintain either a galvanized steel finish or a finish in a color approved by the planning commission as part of the conditional use, and shall not be artificially lighted unless required by the FAA.

(6) Small wind energy systems shall not exceed 60 decibels as measured at the closest property line except during short term severe wind events. A manufacturer's sound report shall be required with an application for a small wind energy system.

(7) Manufacturer specifications for components and installation shall be required with an application for a small wind energy system.

(b) **(Subsection not applicable to Project.)**

Sec 108-7-25 (Reserved)

Sec 108-7-26 Land Use Applications Involving Lots/parcels With Existing Violations

No land use application shall be approved for any lot/parcel until all unresolved zoning, building, business license, nuisance, or other violations on any such lot/parcel, or on any parcel included in any manner as

part of the application are resolved, unless approval of the application will resolve all of the existing violations. A land use application submitted for approval, which will resolve all of the existing violations, must be accompanied by a letter from the applicant stating what the existing violations are, and how the proposed land use application will resolve them.

Sec 108-7-27 (Reserved)

Sec 108-7-28 Garage Sales/Yard Sales

Garage sales/yard sales of personal used items from a single-family dwelling shall not be held more than once every three months.

Sec 108-7-29 Access And Standards For A Land Locked Residential Lot Or Parcel. **(Section not applicable to Project.)**

Sec 108-7-30 (Reserved)

Sec 108-7-31 (Reserved)

Sec 108-7-32 Access To A Lot/Parcel At A Location Other Than Across The Front Lot Line. **(Section not applicable to Project.)**

Sec 108-7-33 Building Parcel Designation. **(Section not applicable to Project.)**

Sec 108-7-34 Cannabis Production Establishment. **(Section not applicable to Project.)**

Sec 108-7-35 Agricultural Building Exemption. **(Section not applicable to Project.)**

CHAPTER 108-8 PARKING AND LOADING SPACE, VEHICLE TRAFFIC AND ACCESS REGULATIONS

Sec 108-8-1 Purpose And Intent

The purpose of this chapter is to regulate parking and loading spaces, vehicle traffic and access in order to provide orderly and adequate development of these needed amenities and in so doing, promote the safety and well-being of the citizens of the county.

Sec 108-8-2 Parking Spaces. ~~For Dwellings~~

The provisions of this section are not applicable. The Project shall be designed to accommodate its day-to-day parking needs within the Project area without parking overflowing into residential neighborhoods that are not within the Project. If a special event occurs, Master Developer shall provide or cause to be provided parking mitigation in a manner that minimizes parking overflowing into residential neighborhoods that are not within the Project. Parking lots shall be constructed in a manner that does not result in the tracking of dirt onto public streets.

~~In all zones, the following number of parking spaces measuring no less than nine feet by 20 feet shall be provided:~~

~~Single-family dwelling~~	~~Two side-by-side parking spaces~~
~~Accessory dwelling unit~~	~~Two parking spaces in addition to any other required parking~~

~~Two-family dwelling~~	~~Four side-by-side parking spaces~~
~~Three-family dwelling~~	~~Six parking spaces~~
~~Four-family dwelling~~	~~Seven parking spaces~~
~~Other multiple-family dwellings~~	
~~Mixed bachelor, bachelorette and family~~	~~1¾ parking spaces per unit. Building permit will stipulate maximum number of persons per unit and number and type of unit.~~
~~Bachelor and/or bachelorette~~	~~(Presence of resident manager does not make this type a mixed complex.) One parking space for each person in each unit. Building permit will stipulate maximum number of persons per unit and number and type of unit.~~
~~Housing exclusively for elderly~~	~~One parking space per unit for the first 30 units, 0.75 space per unit for the next 20 units and 0.5 space per unit for each unit in excess of 50 in the development.~~
~~Increase occupancy~~	~~If any dwelling unit is increased by occupant use after the original building permit is issued, the parking requirements shall reflect that increase.~~

Sec 108-8-3 Access To Lots In Subdivisions. **(Section not applicable to Project.)**

Sec 108-8-4 Parking Space For Non-Dwelling Buildings And Uses. **(Section not applicable to Project.)**

Sec 108-8-5 Adjustments For Unusual And Unique Conditions. **(Section not applicable to Project.)**

Sec 108-8-6 Computation Of Parking Requirements. **(Section not applicable to Project.)**

Sec 108-8-7 Parking Lot Design And Maintenance. **(Section not applicable to Project.)**

Sec 108-8-8 Off-Street Truck Loading Space

(a) Truck loading and unloading shall typically occur onsite or in an alley.

(b) For small-scale retail uses, a commercial street may be occasionally used provided that lane blockage does not create significant vehicle backup. For the purposes of this subsection, "small-scale retail" means the sales of any item that can fit in a typical passenger vehicle

(c) On Collector and Arterial Streets, on-street truck loading and unloading shall not occur between the hours of 6:00 am and 8:00 pm or when snow is collecting on the street.

~~(a) On the same premises with every building or use involved in the receipt or distribution by vehicles of materials or merchandise, there shall be provided and maintained on the lot adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys.~~

~~(b) Such space, unless otherwise adequately provided, shall include a ten-foot by 25-foot loading space with 14 feet height clearance, for every 20,000 square feet or fraction thereof in excess of 3,000 square feet of building floor area used for purposes in subsection (a) of this section, or for every 20,000 square feet or fraction thereof in excess of 3,000 square feet of land use for purposes in subsection (a) of this section.~~

Sec 108-8-9 Business Requiring Automobile Access. **(Section not applicable to Project.)**

Sec 108-8-10 Vehicular Traffic To Commercial Or Manufacturing Zones. **(Section not applicable to Project.)**

Sec 108-8-11 Regulations Governing Accessory Vehicle Off-Street Parking Within Required Side Yard Areas. **(Section not applicable to Project.)**

Sec 108-8-12 Off-Site Improvements Required

(a) The applicant ~~for a use permit for all residential, commercial or industrial structures, all other business and uses, and public and semi-public buildings~~ shall install adequate drainage facilities in all parking areas. ~~install high back curb, gutter and sidewalk and entrance ways to county public works standards and location, within public or private streets along the entire property line which abuts the street, except in agricultural, shoreline and forestry zones, and where county regulations exempt such curb, gutter or sidewalk installation.~~

(b) **(Subsection not applicable to Project.)**

Sec 108-8-13 Ogden Valley Destination And Recreation Resort Zone. **(Section not applicable to Project.)**

CHAPTER 108-9 MOTOR VEHICLE ACCESS. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-10 PUBLIC BUILDINGS AND PUBLIC UTILITY SUBSTATIONS

Sec 108-10-1 Location

The location and arrangement of public buildings and public utility substations will comply with requirements set forth in this chapter and will be in accordance with construction plans submitted to and approved by the planning division director~~commission~~.

Sec 108-10-2 Site Development Standards For Public Utility Substation

(a) **(Subsection not applicable to Project.)**

(b) *Co-location.* Co-location of a public utility substation with other existing public utility substations is required provided that the co-location does not cause interference with any public utility, or the reasonable operation of the public utility substation.

(c) *Towers.* The following regulations govern the installation of public utility substation towers:

(1) *Tower distance from overhead power.* The height of a tower shall be one foot less than the linear distance between the base of the tower and the nearest overhead power line, or lesser height.

(2) *Tower setbacks.* In all zones, except in commercial and manufacturing zones, a tower shall not be located within the minimum front yard setback of any lot, nor within the minimum side yard setback facing a street on a corner lot, nor on the roof of a residential structure.

(3) *Tower building permit.* A building permit shall be required for a tower. An application for a permit shall include construction drawings showing the method of installation and a site plan depicting structures on the property and on any affected adjacent property and a structural engineering certification by a registered structural engineer from the state.

(4) *Tower disguise.* A public utility substation tower may exceed the maximum height allowed in the zone. A public utility substation tower that exceeds 35 feet and which cannot be reasonably co-located on an existing tower shall be disguised so that the average person cannot discern that it is a public utility substation from a distance greater than 200 feet.

a. With the exception of part b.1. herein, the disguise shall be constructed of painted, stained, sandblasted or carved wood, log timbers, brick, stone, textured concrete or similar material. Glass, metal, or metallic leaf, which is painted, anodized, or otherwise treated to prevent reflective glare may also be used. Copper, brass, wrought iron, and other metals may remain untreated and allowed to develop a natural patina. Support structures shall use natural, muted earth-tone colors including browns, black, grays, rusts, etc. White shall not be used as a predominant color, but may be used as an accent.

b. The disguise shall be designed by a licensed architect and shall:

1. Replicate natural features found in the natural environment within 1000 feet such that the average person cannot discern that it is not a natural feature from a distance greater than 200 feet. If it replicates vegetation it shall be located no greater than 20 feet from, and be no greater than ten feet taller than, three other native non-deciduous plants of the same species. Any proposal for new vegetation intended to satisfy this requirement shall:

i. Be located no more than 1,000 feet from the same species naturally occurring in the area;

ii. Cluster the new planting around the tower in a natural-appearing manner; and

iii. Demonstrate sufficient availability of soil nutrients and soil moisture necessary for species survival. A planting that dies shall be replaced no later than fall or spring, whichever comes first, with a plant of equal or greater size as the originally proposed planting.

2. Architecturally replicate structures that are commonly accessory to onsite agricultural uses;

3. Subsection not applicable.~~If in a village area as depicted in the Ogden Valley General Plan's Commercial Locations and Village Areas map, architecturally replicate structures that were commonly found in historic old-west or western mining towns prior to 1910, excluding poles, structures, or other features that were used for overhead utilities~~; or

4. If in an area governed by a master plan or development agreement that contains a specific architectural theme, replicate architectural structures that support the architectural theme.

c. The requirement for the disguise may be waived by the appropriate land use authority in cases where the disguise is inconsistent with existing or future-planned land uses onsite or in the area.

Sec 108-10-3 (Reserved)

Sec 108-10-4 (Reserved)

Sec 108-10-5 Public Building--Minimum Lot Area. (Section not applicable to Project.)

Sec 108-10-6 Same--Minimum Yards. (Section not applicable to Project.)

Sec 108-10-7 Same--Width Of Lot. (Section not applicable to Project.)

Sec 108-10-8 Same--Frontage. (Section not applicable to Project.)

CHAPTER 108-11 SHORT-TERM RENTALS. (CHAPTER APPLICABLE TO PROJECT WITHOUT CHANGES.)

CHAPTER 108-12 NONCOMPLYING STRUCTURES, NONCONFORMING USES, AND NONCONFORMING LOTS. (CHAPTER APPLICABLE TO PROJECT WITHOUT CHANGES.)

Chapter 108-13 Home Occupation; Short Term Vendors; Temporary Outdoor Sales; Farmer's Markets

Sec 108-13-1 Purpose And Intent. (Section applicable to Project without changes.)

Sec 108-13-2 Home Occupations. (Section applicable to Project without changes.)

Sec 108-13-3 Short-Term Vendors. (Section not applicable to Project.)

Sec 108-13-4 Temporary Outdoor Sales. (Section not applicable to Project.)

Sec 108-13-5 Farmer's Markets. (Section not applicable to Project.)

CHAPTER 108-14 HILLSIDE DEVELOPMENT REVIEW PROCEDURES AND STANDARDS. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-15 STANDARDS FOR SINGLE-FAMILY DWELLINGS

Sec 108-15-1 Codes And Standards

Any structure that is designed to be lived in by one family, and is located outside of a mobile or manufactured home park, camp, court, subdivision, or planned residential unit development (PRUD), shall meet all applicable standards and requirements including the International Building Code and those others listed below. If a structure, designed to be lived in by one family, is constructed as a mobile or manufactured home, it shall also meet all applicable standards and, if appropriate, be certified as meeting the U.S. Department of Housing and Urban Development's (HUD) Manufactured Home Construction and Safety Standards including the clear display of all necessary signage, insignias, labels, tags, and data plates.

Sec 108-15-2 Other Standards And Requirements

The following standards and requirements shall be met for the use of a single-family dwelling:

(a) ***(Subsection not applicable to Project.)***

(b) ***(Subsection not applicable to Project.)***

(c) ***(Subsection not applicable to Project.)***

(d) A single-family dwelling, together with its accessory buildings, shall have only one kitchen except:

(1) When otherwise specifically allowed by this Land Use Code;

(2) That a single additional kitchen may be located within an accessory dwelling unit that complies with Title 108, Chapter 19; or

(3) When the owner has signed and recorded a notarized covenant to run with the land, as prescribed by Weber County, which provides that it is prohibited to use the additional kitchen for an additional dwelling unit. The covenant shall be recorded prior to the issuance of a building permit. The owner may be released from this covenant at a later time by the County upon recordation of a notice of release of covenant, provided the second kitchen is then used in a manner otherwise allowed by this Land Use Code, as evidenced by the issuance of a land use permit.

Sec 108-15-3 Exceptions. (Section not applicable to Project.)

CHAPTER 108-16 OUTDOOR LIGHTING.

Sec 108-16-1 Purpose And Intent

The purpose and intent of this chapter is to promote the community character of the ~~Ogden Valley~~area, as provided for in the ~~Ogden Valley~~ general plan, and other areas of the County ~~and~~ as may be applicable, by providing regulations and encouragement for the preservation of a dark sky. This chapter is also intended to promote the health, safety, and general welfare of ~~Ogden Valley and other~~ County residents and visitors by:

(a) Reducing, eliminating, or preventing light trespass;

(b) Reducing, eliminating, or preventing unnecessary or inappropriate outdoor lighting;

(c) Reducing, eliminating, or preventing the effects of outdoor lighting on wildlife;

(d) Preventing unsightly and unsafe glare;

(e) Promoting energy conservation;

(f) Maintaining nighttime safety, utility, and security;

(g) Encouraging a minimal light footprint of land uses in order to reduce light pollution; and

(h) Promoting and supporting astrotourism and recreation, including the pursuit or retention of accreditation of local parks by the International Dark-Sky Association.

Sec 108-16-2 Applicability

~~In the Ogden Valley, and other areas of the County as may be provided in this Land Use Code, t~~The following apply:

(a) *New outdoor lighting.* All outdoor lighting installed after August 1, 2017, shall conform to the requirements established by this chapter.

(b) *Existing outdoor lighting.* Except as provided in subsection (c) below, all existing outdoor lighting that does not meet the requirements of this chapter and is not exempted by this chapter shall be considered a nonconforming use and as such shall be phased out as outlined in Section 108-16-7 of this chapter.

(c) *Lighting for residential use.* Except as may be provided in Section 108-16-7, the lighting standards of this chapter are not mandatory for a single-family, two-family, or three-family dwelling in existence or approved on or before August 1, 2017. The county shall employ educational methods and incentives to encourage voluntary compliance for these residential uses.

(d) *Conflict.* Should this chapter be found to be in conflict with other sections of this code, the more restrictive shall apply.

Sec 108-16-3 General Standards

(a) *Light shielding and direction.* Unless specifically exempted in Section 108-16-5, all outdoor lighting shall be fully shielded and downward directed in compliance with the following, examples of which are graphically depicted in Section 108-16-10:

(1) No artificial light source shall project direct artificial light into the nighttime sky.

(2) No artificial light source shall be placed at a location, angle, or height that creates a light trespass, as defined in Section 101-2 and graphically depicted in Section 108-16-11.

(3) The shielding shall be made of completely opaque material such that light escapes only through the bottom. Shielding that is translucent, transparent, has perforations or slits of any kind, or allows light to escape through it in any other manner is not permitted.

(4) Shielding may be attained by light fixture design, building design, or other site design features such as fencing, walls, landscaping, or other screening, provided it is in strict compliance with Subsections (a)(1) through (3) of this section.

(5) To ensure light does not trespass on neighboring property, light fixtures that comply with the shielding provisions of this section may also require additional or extended shielding elements to further mitigate its angle of light travel to ensure the direct artificial light source

does not trespass on neighboring property. This concept is graphically depicted in Section 108-16-11.

(b) *Light color.* Unless otherwise specified in this chapter, the color of any outdoor artificial light source shall be equal to or less than 3000K, in accordance with the standard Kelvin temperature chart, as graphically depicted in Section 108-16-12.

Sec 108-16-4 Specific Standards

In addition to the general standards of Section 108-16-3, the following are specific standards that apply to all commercial, industrial, manufacturing, public and quasi-public, institutional, recreation, and resort uses, and multiple-family dwellings as defined in Section 101-2:

(a) *Light curfew.* Unless exempt in Section 108-16-5, outdoor lighting shall be turned off by 10:00 p.m., or, if applicable, within one hour after the close of business, whichever is later, except the following, so long as they are activated by a motion sensor controller that is set to extinguish the light source within two minutes after the last detection of motion:

(1) Lighting to illuminate the building's point of entry only;

(2) Safety lighting of parking lots and pedestrian areas;

(3) Limited lighting that is absolutely necessary for after-hours business.

(b) *Flashing or flickering light.* No flickering or flashing lights shall be permitted.

(c) *Canopy lighting.* All direct artificial light sources shall be sufficiently recessed so as not to project direct light greater than five feet from the outside perimeter of the canopy, and shall not produce more than a ratio of eight lumens per square foot of canopy area. This ratio shall be calculated by combining the total lumen output of each artificial light source and dividing by the square footage of the canopy. See Section 108-16-13 for a graphic depiction.

(d) *Parking lot lighting.* All artificial light sources in open-air parking lots shall not exceed a ratio of two lumens per square foot of parking lot area. This ratio shall be calculated by combining the total lumen output of each artificial light source divided by the square footage of the parking lot area. See Section 108-16-14 for a graphic depiction.

(e) *Recreation facility lighting.* Recreation facility lighting, as defined in Section 101-2, shall comply with the following:

(1) The lighting for the recreation activity area shall only be directed onto the area where the recreation activities are occurring. It shall not be allowed to illuminate surfaces that are not essential to the function of the recreation activity.

a. The lighting shall not exceed a ratio of 10 lumens per square foot of recreation activity area. This ratio shall be calculated by combining the total lumen output of each artificial light source divided by the square footage of the recreation activity area. See Section 108-16-15 for a graphic depiction.

b. The recreation activity area shall be lit only when it is in use.

c. The light color standard of Section 108-16-3 does not apply to lighting for the recreation activity area.

(f) *Sign lighting.* Sign lighting shall comply with the requirements of Section 110-2-12.

Sec 108-16-5 Exemptions

The following artificial light sources are exempt from the requirements of this chapter:

(a) *Agricultural lighting.* Lighting for agricultural uses;

(b) *Federal and state flag lighting.* The outdoor lighting of a United States or State of Utah official flag, provided it is in compliance with the following:

(1) The light shall be downward directed from the top of the flag pole;

(2) The light shall be as narrow a beam as possible and aimed and shielded to illuminate, to the best effort practicable, only the area which the flag occupies in all wind conditions; and

(3) The light level shall be minimized to create the least amount of impact on the dark sky, while still offering noticeable illumination of the flag;

(c) *Federal and state facilities lighting.* Federal and state facilities are exempt from the requirements of this chapter. However, they are encouraged to cooperate and to coordinate with the county during the construction of their facilities to be in compliance with this chapter;

(d) *Fossil fuel lighting.* Fossil fuel light, produced directly by the combustion of natural gas or other utility-type fossil fuels;

(e) *Holiday or festive lighting.* Holiday or festive outdoor lighting for residential uses, provided it is in compliance with the following:

(1) That the lighting shall not create a hazard or glare nuisance; and

(2) That the lighting shall be temporary in nature and not permanently installed. It shall be removed within a reasonable time after the end of the holiday or festive event, but at least once per year;

(f) *Low output light source.* An artificial light source having an output equal to or less than 105 lumens, provided that the cumulative lumen output of all low output light sources shall not exceed a ratio of one and one-half lumens per square foot of cumulative area intended to be illuminated. This ratio shall be calculated by combining the total lumen output of each low output light source divided by the square footage of the area intended to be illuminated. The low output light sources shall be distributed across the area intended to be illuminated and not organized in a focused location. Low output light sources are exempt from the requirements of this chapter so long as they comply with the definition and use outlined in this section, except that a low output light source may not be integrated into a new or replacement outdoor light fixture that is either:

(1) rated to produce a lighting output that exceeds 105 lumens; or

(2) does not conform to the shielding requirements of Section 108-16-3(a);

(g) *Mobile lighting.* Lighting affixed to a vehicle, provided the lighting is not intended for the stationary illumination of an area;

(h) *Motion sensor controlled light source with an integrated camera system.* A motion controlled artificial light source with an integrated camera system, provided it is in compliance with the following:

(1) The light output is equal to or less than 1,800 lumens;

(2) The color temperature of the light source does not exceed 5,000 degrees kelvin;

(3) The motion sensor is set to turn the artificial light source off two minutes after the last detection of motion;

(4) Lighting shall not be triggered by any activity outside the property boundary; and

(5) The artificial light source is sufficiently shielded in a manner that prevents light trespass;

(i) *Safety or security lighting.* For the sole purpose of mitigating legitimate and verifiable safety or security hazards, the land use authority may exempt an artificial light source if it is shown to be necessary. The land use authority may apply reasonable conditions to ensure optimal compliance with the purpose and intent of this chapter. Evidence demonstrating that it is necessary shall be one or both of the following:

(1) Submitted proof of lighting requirements from a property insurance company that demonstrates that compliance with this chapter will render the property uninsurable. The minimum amount of lighting required by the property insurance company shall be considered the maximum for the purposes of this chapter; or

(2) Submitted reasonable research findings, from a qualified professional, as defined by Section 101-2, that offer a compelling argument for the need for the exemption. However, if the land use authority is aware of other research findings that refute what is submitted, then the land use authority must determine which research findings are more persuasive under the circumstances. If the land use authority grants the exemption, then the minimum amount of lighting necessary to ensure appropriate safety or security, as recommended by the qualified professional, shall be considered the maximum for the purposes of this chapter;

(j) *Occasional event lighting.* Outdoor lighting intended for an occasional event, such as a wedding, party, social gathering, or other similar event that occurs on an occasional basis, provided it is in compliance with the following:

(1) Occasional event lighting shall be turned off by 10:30 p.m. and any remaining lighting shall comply with this chapter; and

(2) Occasional events shall not occur more than twice per month;

(k) *Underwater lighting.* Underwater lighting in a swimming pool or other water feature provided it is not intended to illuminate features above water;

(l) *Temporary public agency lighting.* Temporary outdoor lighting in use by law enforcement or a government agency or at their direction;

(m) *Tower lighting.* Tower lighting required by the FAA or the FCC, provided that it shall not exceed the minimum requirements of those agencies. Collision markers shall have a dual mode for day and night to minimize impact to the night sky and migrating birds; and

(n) *Traffic control devices.* Traffic control devices and signals.

Sec 108-16-6 Procedures For Compliance

(a) *Applications.* Any application for a permit or approval required by this Land Use Code shall contain evidence that the proposed work complies with this chapter.

(b) *Contents of application or submittal.*

(1) In addition to the specific application requirements elsewhere in this Land Use Code, the application submittal shall contain the following:

a. Plans indicating the location of all artificial light sources on the premises, including their height above the ground.

b. Description of each artificial light source device, and supporting structure. This description may include, but is not limited to, device specifications from the manufacturer, drawings, details, and cross sections, when available.

(2) The required plans and descriptions set forth in Subsection (b)(1) of this section shall be complete and shall be presented in a manner that clearly demonstrates compliance with this chapter. The land use authority may require the applicant to submit photometric schematics and attestation from a qualified professional that the submittal complies with this chapter.

Sec 108-16-7 Required Replacement Of Nonconforming Outdoor Lighting. (Section not applicable to Project.)

Sec 108-16-8 Violations, Enforcement, And Implementation

(a) ***Violations.*** The following constitute violations of this chapter:

(1) The installation, maintenance, or operation of any outdoor artificial light source not in compliance with the provisions of this chapter.

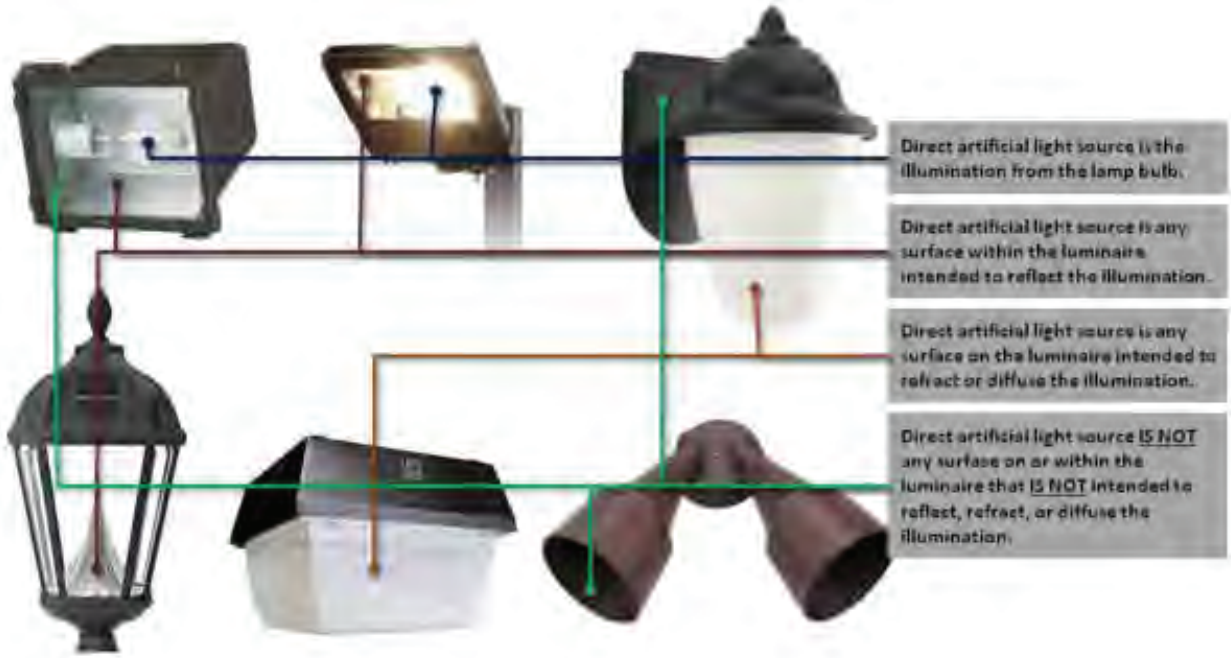
(2) The alteration of any outdoor artificial light source after outdoor lighting plan approval without the review and approval of the land use authority when such alteration does not conform to the provisions of this chapter.

(3) Failure to shield, correct, or remove lighting that is installed, operated, maintained or altered in a manner that does not comply with this chapter.

(b) ***Enforcement.*** Violations of this chapter are subject to enforcement and penalties as outlined in Section 102-4-4.

(c) **(Subsection not applicable to Project.)**

Sec 108-16-9 Examples Of Direct Artificial Light

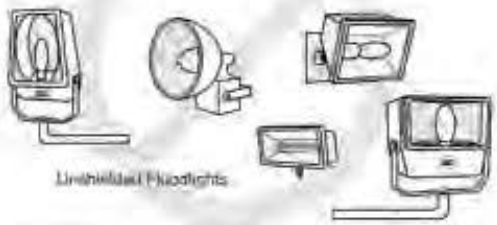


Sec 108-16-10 Examples Of Unshielded And Shielded Light Sources

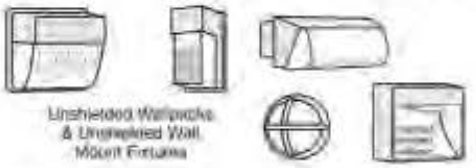


Unshielded ⊘

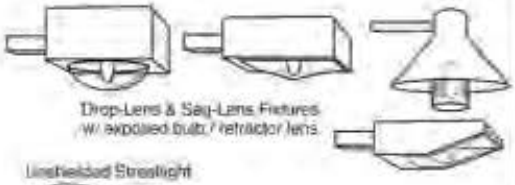
Fixtures that produce glare and light trespass



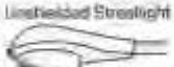
Unshielded Floodlights



Unshielded Wallpacks & Unshielded Wall Mount Fixtures



Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Streetlight



Unshielded Security Light



Unshielded "Period" Style Fixtures



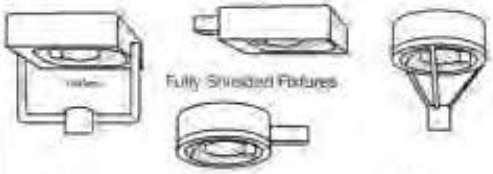
Unshielded PAR Floodlights



Drop-Lens Canopy Fixtures

Fully Shielded ✓

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



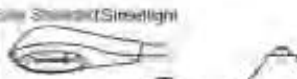
Fully Shielded Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures



Fully Shielded Streetlight



Fully Shielded Security Light



Fully Shielded "Period" Style Fixtures

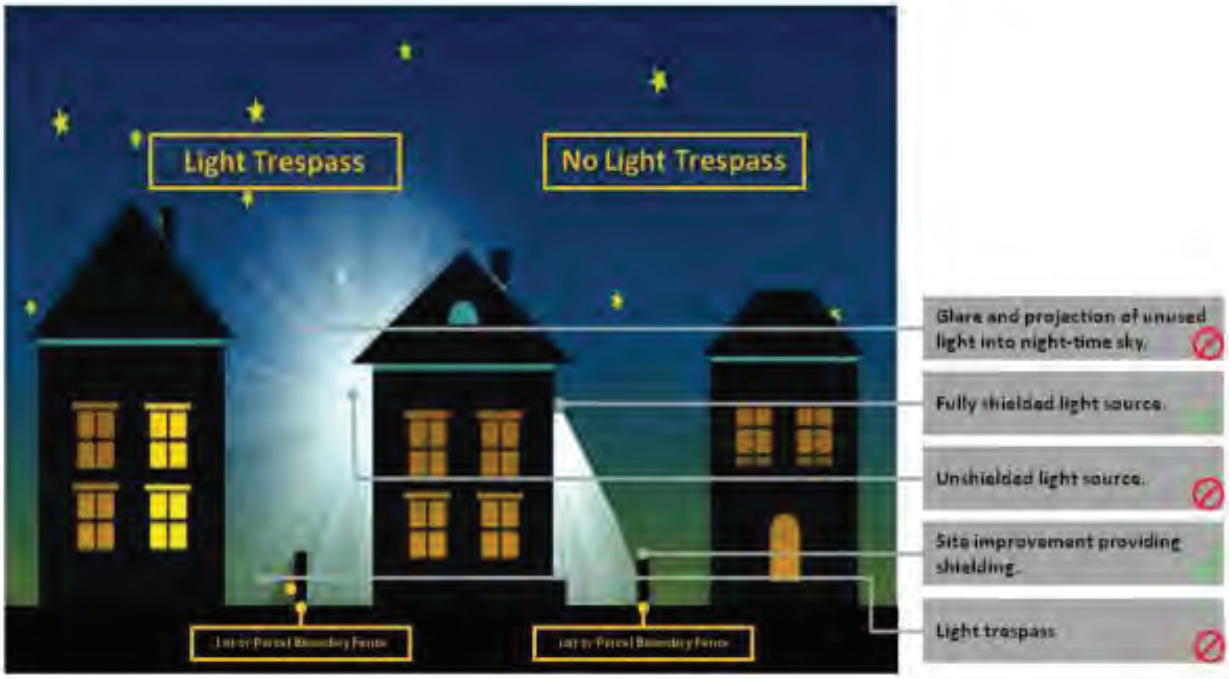


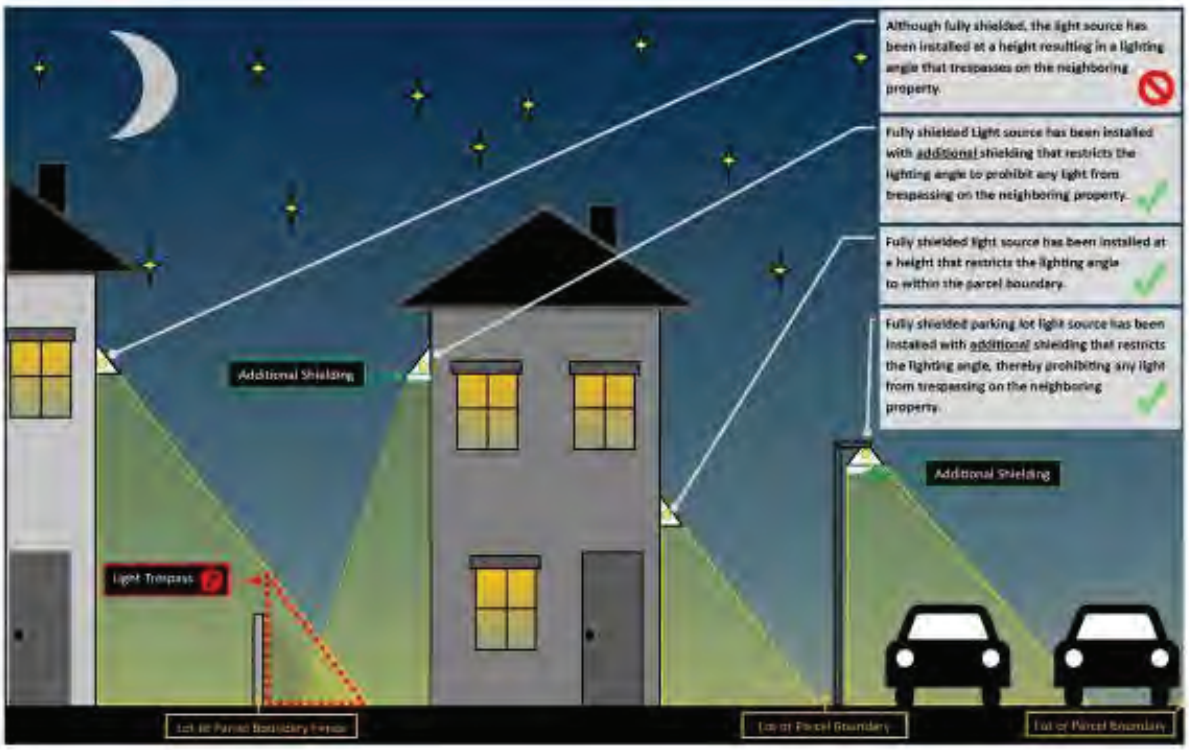
Shielded / Properly-aimed PAR Floodlights



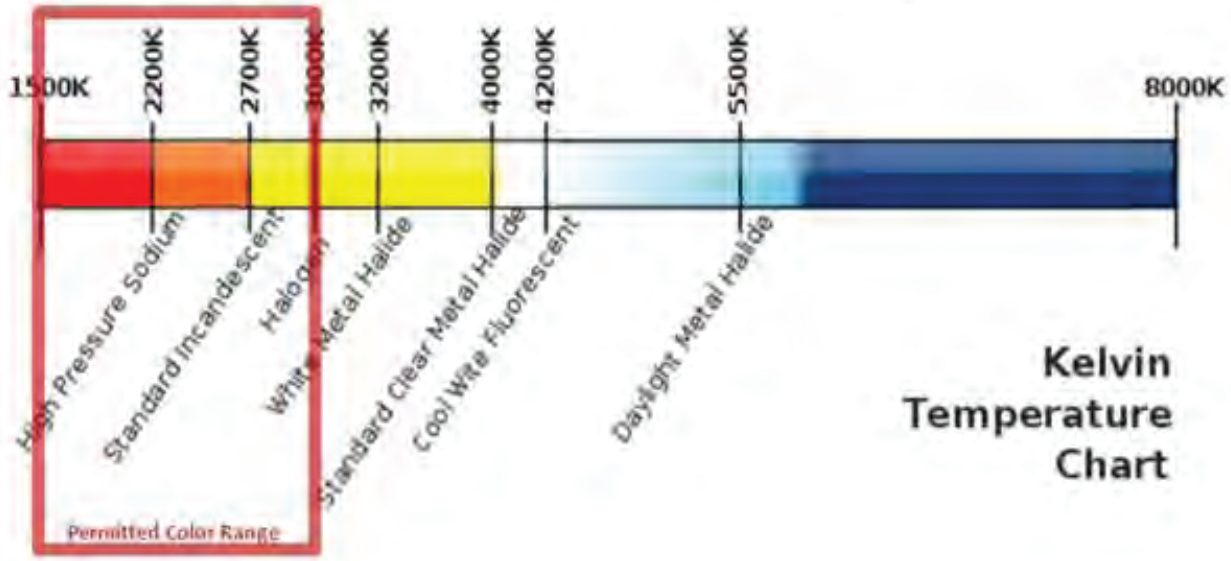
Fully Recessed Canopy Fixtures

Sec 108-16-11 Example Of Light Trespass





Sec 108-16-12 Standard Kelvin Temperature Chart



Sec 108-16-13 Example Of Canopy Lighting



Sec 108-16-14 Example Of Parking Lot Lighting



Sec 108-16-15 Example Of Recreation Facility Lighting



CHAPTER 108-17 OGDEN VALLEY PATHWAYS. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-18 DRINKING WATER SOURCE PROTECTION. (CHAPTER APPLICABLE TO PROJECT WITHOUT CHANGES.)

CHAPTER 108-19 ACCESSORY DWELLING UNITS

Sec 108-19-1 Purpose And Intent

The purpose of this chapter is to provide regulations for accessory dwelling units that are incidental and accessory to a single-family dwelling, where allowed by the zone. Accessory dwelling units are intended to

assist in providing housing types that meet the needs of populations of various income levels, ages, and stages of life.

Sec 108-19-2 Applicability

(a) *Applicability.* The provisions set forth in this chapter apply to an accessory dwelling unit~~, where allowed by the zone.~~

(b) ***(Subsection not applicable to Project.)***

Sec 108-19-3 General Provisions

The following provisions shall apply:

(a) ***Number of accessory dwelling units per parcel.*** No more than one accessory dwelling unit shall be allowed on a lot containing a single-family dwelling, unless explicitly specified otherwise in this Land Use Code.

(b) ***Amenities.*** An accessory dwelling unit shall contain sufficient amenities to be definable as a dwelling unit.

(c) ***(Subsection not applicable to Project.)***

(d) ***Occupancy.*** Either the accessory dwelling unit or the primary dwelling shall be owner-occupied. While away, the owner shall not offer the owner-occupied dwelling unit for rent. The non-owner-occupied unit is limited to no more than one family.

(e) ***(Subsection not applicable to Project.)***

(f) ***Relevant authority approvals.*** The accessory dwelling unit shall comply with local regulations and ordinances for a single-family dwelling. Approval is required from the Fire Authority, Addressing Official or similar, Culinary Water Authority, Sanitary Sewer Authority, and Building Official.

Sec 108-19-4 Standards And Requirements

(a) ***(Subsection not applicable to Project.)***

(b) ***(Subsection not applicable to Project.)***

(c) ***(Subsection not applicable to Project.)***

(d) ***(Subsection not applicable to Project.)***

(e) ***(Subsection not applicable to Project.)***

(f) ***Undivided ownership.*** Ownership of an accessory dwelling unit shall not be transferred separate from the single-family dwelling to which it is an accessory, unless the transfer is part of a lawfully platted subdivision that complies with all applicable ~~lot~~ standards~~ of this Land Use Code, including building setbacks and access across the front lot line. A notice shall be recorded to the title of the lot that states that ownership may not transfer except in these circumstances.~~

(g) ***(Subsection not applicable to Project.)***

Sec 108-19-5 Application Procedure

Approval of an accessory dwelling unit requires a land use permit. The application and review procedure for a land use permit is as follows:

(a) ***Application submittal requirements.***

(1) A completed application form signed by the property owner or assigned agent.

(2) An application fee. The payment of a partial application fee, or the submittal of plans for a pre-submittal review, does not constitute a complete application.

(3) A site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, any proposed building and its dimensions from buildings and property lines, and the location of parking stalls.

(4) Detailed floor plans, including elevations, drawn to scale with labels on rooms indicating uses or proposed uses.

(5) A statement of feasibility, also known as a will-serve letter from the utilities providing culinary water and sanitary sewer services, or, if the accessory dwelling unit will be served by a well or septic system, the local health department.

(6) Written verification that the applicant is the owner of the property and has permanent residency in the existing single-family dwelling where the request is being made. In order for an accessory dwelling unit to be permitted, the verification also requires the applicant to acknowledge that they are the owner-occupant and will remain an owner-occupant.

(b) ***Review procedure.***

(1) Upon submittal of a complete accessory dwelling unit application, Planning Division staff will review the application to verify compliance with this chapter and any other relevant component of this Land Use Code.

(2) Planning Division staff will route the application to the local fire authority, the County Building Division, and any other relevant review department or agency for verification of compliance, determination of need for land use permit application modifications, and for the submittal of other applications or reviews necessary to obtain their approvals of an accessory dwelling unit.

(3) If the land use permit application complies with relevant land use laws, and receives all required department and agency approvals, a land use permit shall be issued. If the application requires submittal of other applications or reviews necessary to attain the approvals of other required departments or agencies, but otherwise complies with relevant land use laws, the application shall be given conditional approval by Planning Division staff, conditioned on approval of other reviewers. The accessory dwelling unit shall maintain compliance with the approved permit.

(4) If the application does not comply, Planning Division staff shall notify the applicant using the notification method typical for similar Planning Division correspondence. The applicant shall be given the opportunity to revise the application to bring it into compliance. If the application cannot be brought into compliance, the applicant may either withdraw the application, forfeiting the fee, or pursue a final land use decision by the Planning Division, which shall be denial of the land use application.

(5) Upon receipt of an approved land use permit, the applicant shall submit for a building permit, if needed, prior to building or using any space as an accessory dwelling unit. The County may combine the land use permit and building permit application process.

(6) If the accessory dwelling unit is rented, a business license is required. If the business license is addressed to the site, it shall be reviewed as a home occupation business license, as provided in Title 108 Chapter 13, but the area regulations and confinement to one single-family dwelling onsite shall not apply.

Sec 108-19-6 Moderate Income Housing Provision. (Section not applicable to Project.)

Sec 108-19-7 Enforcement

Violations of this chapter are subject to enforcement and penalties as outlined in Title 102 Chapter 4. Noncompliance with the standards of this chapter shall be just cause for the denial of a business license application or renewal, or revocation of an existing business license, if the original conditions are not maintained that allow for long term rental of the accessory dwelling unit.

CHAPTER 108-20 FOREST CAMPGROUNDS. (CHAPTER NOT APPLICABLE TO PROJECT.)

CHAPTER 108-21 AGRITOURISM

Sec 108-21-1 Purpose And Intent

The County desires to create a culture that supports and celebrates its agrarian heritage and open spaces in the unincorporated areas. This chapter's purpose is to do this by providing owners of agricultural operations the ability to generate additional income from land uses that are not otherwise allowed in the zone, provided those uses are accessory, incidental, and inextricably related to the an onsite agricultural operation. The intent of this chapter is to create allowances and regulations that govern agriculture-oriented land uses that cater to tourists and other visitors coming to the site for recreational, educational, gastronomical, or similar agriculture-oriented attraction.

Sec 108-21-2 Applicability And Qualifications

(a) ***Applicability.*** The standards found in this chapter shall apply to all agritourism operations. Application and review provisions for an agritourism conditional use permit are set forth in Title 108, Chapter 4 of this Land Use Code. Any additional detail required by this chapter shall supplement the conditional use permit application. An agritourism use that operates outside of approved hours of operation, or that involves crowds in a number greater than that which can be served by existing facilities, shall obtain a Special Event Permit pursuant to Title 38 of the Weber County Code.

(b) ***Primary use.*** All agritourism operations shall clearly be accessory and incidental to a primary agricultural use of the property. To this end, unless the agritourism use is a routine part of cultivating or harvesting an agricultural product onsite, at no time shall the agritourism use occupy an area that is larger than 20 percent of the agricultural operation's gross acreage, as described in Subsection (c) of this Section 108-21-2.

(c) ***Qualifications***. An agricultural operator seeking an agritourism permit shall demonstrate at the time of application, as well as throughout the duration of the agritourism use, the following:

(1) ***Ownership.*** Demonstrate that the agricultural operator has owned the subject property for the last two years.

(2) ***Actively devoted to Agriculture.*** Demonstrate that the agricultural operation's gross acreage has been actively devoted to an agricultural use for at least the last two years. An agricultural operation's gross acreage shall be determined to be the area actively devoted to an agricultural use that is routinely maintained in an agriculturally productive manner, including barns and similar buildings or structures intended to serve the agricultural operation, and including temporarily nonproductive land if the land is temporarily nonproductive due to crop or animal rotation, crop immaturity, or other similar accepted agricultural practices.

(3) ***Minimum acreage.*** Demonstrate that the agricultural operation's gross acreage is equal to or greater than is required for the specific agritourism use or uses being pursued, as specified in Section 108-21-4 and Section 108-21-5. However, if an apiary is the primary agricultural operation:

a. The subject property shall be at least two acres; and

b. The agritourism use associated with the apiary shall be limited to only that which is listed as allowed for a Garden Operation, as specified in the Table in Section 108-21-5 herein.

(4) ***Proof of production, if necessary.*** ***(Subsection not applicable to Project.)***

(5) ***Private covenants.*** If the property is governed by private covenants that prohibit or restrict agritourism, then any approval otherwise is void.

(6) ***Modifications of applicability.*** Land use authority may waive applicability if it advance an agricultural operation's ability to function.

(d) ***Permit enforcement.*** An agritourism permit includes all conditions of approval as may be applied by the Land Use Authority. At no time shall an agritourism operation be conducted in a manner that conflicts with the details of the agritourism permit application or the conditions of approval. If a condition or finding of approval conflicts with any detail provided in the application, the condition or finding shall prevail.

(e) ***Supplemental application narrative.*** In addition to the application requirements listed in Title 108, Chapter 4 of this Land Use Code, all agritourism applications shall be accompanied by a detailed narrative describing the agricultural operation and the overall vision for the proposed agritourism operation. The narrative shall also include the following:

(1) ***History.*** The history of the agricultural operation along with evidence that demonstrates the operation meets the minimum qualifications herein.

(2) ***Description of anticipated changes.*** A description of any plans for changes to the agricultural operation, its general functions, maintenance, product(s), and customer base.

(3) ***Description of use's incidental and accessory nature.*** A description of how the agritourism operation is incidental and accessory to the agricultural operation, and a plan for how the owner will ensure the agritourism operation remains incidental and accessory in perpetuity.

(4) ***Description of new infrastructure and buildings.*** A description of all intended new infrastructure, including streets, driveways, parking lots, buildings, and utilities.

(5) ***Description of operation.*** An explanation or description of the agritourism operation including:

a. ***Products.*** Products that will be sold onsite.

b. ***Activities.*** Activities offered onsite.

c. ***Intended customer base and typical anticipated behavior.*** The type of customer or clientele base that is expected to patronize the operation, categorized based on the intensity of their visitation and the specific product or activity for which they are or will be visiting. For example, the customer base for onsite produce sales may be the general public with customers coming and going many hours throughout the day; the clientele for a barn dance might be a private party of a specified number of people that come and go once on the day of the party; and the customers or clientele for a lodging house might be pre-registered or reserved individuals or small groups.

d. ***Facilities and equipment.*** Agriculturally related and non-agriculturally related types of facilities and equipment to be used and their maintenance plan(s).

e. ***Vehicle accommodations.*** Traffic, circulation, and parking plan that accommodates the parking needs of both employees and patrons.

f. ***Hours and visitor volume.*** Hours of operation and number of patrons:

1. Normal and routine hours of operation, and anticipated events, dates, and times, or examples of anticipated events, dates, and times, that operations may go beyond those normal and routine hours.

2. Anticipated number of normal and routine daily patrons, employees, and vehicles, and anticipated number of patrons, employees, and vehicles at times or for events that go beyond what is normal and routine.

3. For the purpose of this subsection, the phrase “normal and routine” means the time or amount specified in the application, or if different, the approval. If the application or approval does not specify;

1. As it relates to time, this shall mean the hours of operation specified in Section 108-21-3.

2. As it relates to patrons or employees, this phrase means 25 people or fewer, or ten or fewer typical passenger vehicles onsite at any one time.

Sec 108-21-3 General Development And Operational Standards

The development standards imposed by this section do not alter, supersede, or nullify any codes, ordinances, statutes, or other applicable standards which may also regulate these same land uses.

(a) ***Access and frontage.*** An agritourism operation shall provide customers access from an Arterial Street or Collector Street. It is not required to have actual frontage on a street, but the access from the Arterial Street or Collector Street to the operation shall be owned either in fee or by recorded easement by the agricultural operation. The access from the public right-of-way to the operation shall meet the requirements of Section 108-7-29 unless specified otherwise by the local fire

authority. The Land Use Authority may allow access from a Major Neighborhood Street or Minor Neighborhood Street as long as the street is public and as long as the agritourism operation does not increase traffic beyond that which is typical for the type of street. Evidence of this shall be submitted with the application.

(b) ***(Subsection not applicable to Project.)***

(c) ***(Subsection not applicable to Project.)***

(d) ***Hours of operation.*** Not including residential overnight lodging accommodations, and unless specified otherwise in an approved application or other conditions of approval, the hours of operation shall be limited to between 8:00 a.m. and ~~8~~10:00 p.m., except if the use or activity is restricted to an area of the property that is at least 500 feet from an existing dwelling unit located on ~~another~~ a property outside of the Project. The Land Use Authority may, but is not obligated to, allow other hours of operation if the applicant can demonstrate mitigation of detrimental effects.

Sec 108-21-4 Agricultural Operation Designation

This section establishes a categorical designation for agricultural operations based on acreage. In all cases, the minimum area of the affected Lot or Parcel shall meet the minimum area requirements of this Land Use Code:

(a) ***Garden agricultural operation.*** A garden agricultural operation is when an agricultural operation's gross acreage, as described in Section 108-21-2(c)(2), is ~~three acres or more, but fewer than nine acres in the Ogden Valley Planning Area, or~~ two acres or more, but fewer than five acres in the Western Weber Planning Area.

(b) ***Small agricultural operation.*** A small agricultural operation is when an agricultural operation's gross acreage, as described in Section 108-21-2(c)(2), is ~~nine acres or more, but fewer than 20 acres in the Ogden Valley Planning Area, or~~ five acres or more, but fewer than 20 acres in the Western Weber Planning Area.

(c) ***Medium agricultural operation.*** A medium agricultural operation is when an agricultural operation's gross acreage, as described in Section 108-21-2(c)(2), is 20 acres or more, but fewer than 40 acres.

(d) ***Large agricultural operation.*** A large agricultural operation is when an agricultural operation's gross acreage, as described in Section 108-21-2(c)(2), is 40 acres or more, but fewer than 80 acres.

(e) ***Ranch.*** A ranch is when an agricultural operation's gross acreage, as described in Section 108-21-2(c)(2), is 80 acres or more.

Sec 108-21-5 Use Table

If an applicant can demonstrate appropriate mitigation of detrimental effects, as specified in Chapter 108-4, the following uses and activities shall be allowed for an agritourism operation when marked with an "A" under their corresponding agricultural operation designation. The use is not allowed if marked with an "N."

USES OR ACTIVITIES	AGRICULTURAL OPERATION DESIGNATION					SPECIAL REGULATIONS
	GARDEN	SMALL	MEDIUM	LARGE	RANCH	
Agricultural arts center:	N	A	A	A	A	
Agricultural Product Processing and Packaging:	N	A	A	A	A	Onsite retail sales of processed and packaged products is only allowed as otherwise specified herein.
Agritourism Events Facility:	N	A	A	A	A	
Agritourism Farm Tour:	A	A	A	A	A	
Agritourism Fee Fishing:	A	A	A	A	A	
Agritourism Health Farm:	N	A	A	A	A	Limited to wellness, nutrition, and cooking education, and exercise and yoga classes, and meditation, and massage therapy. A health farm may serve meals only when served to participating clientele.
Agritourism Hunting Preserve:	N	N	N	N	A	See Section 108-21-7
Agritourism You-Pick Operation:	A	A	A	A	A	
Agro-ecology research and education center:	N	A	A	A	A	Lodging, if any, is limited to accommodations for faculty, staff, and students.
Barn dance:	N	A	A	A	A	
Camping: *Glamorous camping area:*	N	N	A	A	A	No more than two tents, cabins, recreational

	Recreational Vehicle area:	N	N	N	A	A	vehicles, or combination thereof, per each five acres of gross agricultural operation, and no more than six people per tent or cabin. Tent and cabin area shall be completely screened from the view of adjoining properties.
Conference or Education Center:		N	A	A	A	A	Conferences and educational topics shall relate to agriculture, agritourism, vegetation management, or similar.
Day Camp:		A	A	A	A	A	The camp shall be based on an agricultural theme and provide agriculturally related activities.
Dude Ranch:		N	N	N	A	A	
Educational classes:		A	A	A	A	A	All courses of study or subject matter shall incorporate and consist of an agricultural or ecological component related to an Agricultural Product produced onsite.
Farm museum:		N	A	A	A	A	
Farmers Market. A farmer's market where multiple agricultural operators may sell their products:		N	N	A	A	A	
Food Prep:	*Bakery or café:*	N	A	A	A	A	At least one type of the onsite agricultural operation's products shall be continuously offered for sale. It may be combined into another product.
	Food concessions stand:	N	A	A	A	A	
	Restaurant:	N	N	A	A	A	At least one type of the onsite agricultural operation's products shall

							be continuously offered for sale.
Greenhouse or Nursery:		N	A	A	A	A	Sales are limited to plants produced on the premises.
Lodging House:	*with up to 2 guest rooms:*	N	N	A	A	A	No more than two guest rooms per each acre of the agricultural operation's gross acreage as defined in Section 108-21-2(c)(2). See Section 108-21-7
	with 3 to 7 guest rooms:	N	N	A	A	A	
	with 8 to 16 guest rooms:	N	N	N	A	A	
Petting zoo:		N	A	A	A	A	
Rental garden or garden row(s):		A	A	A	A	A	
Seasonal amusement, such as haunted house, corn maze, hay stack slide or climbing area, and similar seasonal amusement uses:		N	A	A	A	A	
Sleigh or hay ride:		N	A	A	A	A	
Store:	*Onsite Agricultural Produce Sales:*	A	A	A	A	A	The sales shall only be operated by the owner or manager of the onsite agricultural operation, and are limited to Agricultural Products, at least one of which must be produced onsite.
	Gift shop:						
	Market:	A	A	A	A	A	At least one type of the onsite agricultural operation's products shall be continuously offered for sale. It may be combined into another product. Products shall be limited to those commonly offered by a small grocer.

Sec 108-21-6 Site Development Standards

The following table contains certain uses listed in the Use Table in Section 108-21-5. Each use shall comply with the development standards provided in the table.

		SETBACK STANDARDS		
		FROM AGRICULTURAL OPERATION'S EXTERIOR BOUNDARY	FROM EXISTING DWELLING ~~ON AN ADJACENT LOT~~NOT WITHIN THE PROJECT	MAXIMUM ALLOWED BUILDING FOOTPRINT
Agroecology Research and Education Center:		100 feet[1]	200 feet[1]	Not applicable
Agricultural Product processing and packaging:		100 feet[1]	200 feet[1]	0.025 Percent of the agricultural operation's gross acreage.
Camping:	*Glamorous camping area:*	300 feet[1]	500 feet[1]	Not applicable
	Recreational Vehicle area:			
Conference or education center:		300 feet[1]	500 feet[1]	Not applicable
Educational classes:		100 feet[1]	200 feet[1]	Not applicable
Food Prep:	*Bakery or café:*	200 feet[1]	400 feet[1]	Not applicable
	Restaurant			
Market, farmers:		200 feet[1]	400 feet[1]	Not applicable
Lodging House:	*2 guest rooms*	100 feet[1]	200 feet[1]	Not applicable
	3 to 7 guest rooms	200 feet[1]	400 feet[1]	
	8 to 16 guest rooms	400 feet[1]	600 feet[1]	
Petting zoo.		400 feet[1]	600 feet[1]	Not applicable

Store:	*Onsite Agricultural Produce Sales:*	100 feet[1]	200 feet[1]	0.025 Percent of the agricultural operation's gross acreage.
	Gift shop:	100 feet[1]	200 feet[1]	
	Market:	150 feet[1]	200 feet[1]	

[1] The setback distances listed in this table shall be reduced by up to one-half when a six-foot high landscape berm is installed that screens the potential visual or audible impacts to neighboring properties.

Sec 108-21-7 Special Regulations

The uses listed below correspond with certain uses listed in the Use Table in Section 108-21-5. Due to their nature, each shall be further regulated as follows.

(a) ***Agricultural product processing and packaging.***

(1) Agricultural Product processing and packaging shall be limited to fowl, livestock, dairy, apiculture, aquaculture, and botanical products produced by the onsite agricultural operation.

(2) ***(Subsection not applicable to Project.)***

(b) ***Agritourism Hunting Preserve.***

(1) Limited to the Western Weber County Planning Area.

(2) Limited to upland game and waterfowl hunting only.

(3) Subject to Utah Division of Wildlife Resource standards.

(c) ***(Subsection not applicable to Project.)***

CHAPTER 108-22 NATURAL HAZARD AREAS. (CHAPTER APPLICABLE TO PROJECT WITHOUT CHANGES.)