Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	File #ZMA2026-03, consideration of a rezone of approximately 20.36 acres at approximately 3655 West 1400 South from A-1 to R1-15, with an associated development agreement.
Agenda Date:	October 20, 2026
Applicant:	Anna Alfonsi; Agent: Shawn Alfonsi
File Number:	ZMA2026-03
Frontier Project Link:	https://frontier.co.weber.ut.us/p/Project/Index/26722

Property Information

Approximate Address:	3655 West 1400 South
Current Zone(s):	A-1 Zone
Proposed Zone(s):	R1-15 Zone

Staff Information

Report Presenter:	Charlie Ewert cewert@webercountyutah.gov 801-399-8763
Report Reviewer:	RG

Legislative Decisions

The County Commission is the legislative land use authority for this zoning map amendment. The Commission may consider the Planning Commission's recommendation, the adopted general plan, the applicable rezone criteria, and the public benefits and responsibilities established by the proposed development agreement.

Summary and Background

The County Commission is asked to consider rezoning approximately 20.36 acres from A-1 to R1-15 for the Little Italy single-family residential subdivision. The original concept contemplated 68 lots, including nine above the 59 lots associated with the 2.9 units-per-acre general plan guidance. The Planning Commission recommended a limit of 59 lots. A master development agreement negotiated with the Mario & Anna Alfonsi Family Living Trust accompanies this request.

The July 29, 2026 development agreement addresses roadway and pathway connectivity, utilities, landscaping, and a voluntary parks and trails contribution of $7,500 per lot. The terms are not identical to every condition recommended by the Planning Commission, as explained below.

Policy Analysis

The April 29, 2026 Planning Commission staff report (attached) provides the detailed analysis of all six rezone criteria, including general plan consistency, compatibility, adjacent-property impacts, facilities and services, natural resources, and transportation. That analysis generally supports the rezone when the public benefits and development obligations are secured through a mutually negotiated development agreement. The analysis is incorporated here by reference rather than repeated.

Planning Commission Recommendation

At the May 5, 2026 planning commission meeting, Commissioner Wichern moved to forward a positive recommendation to the County Commission for the proposed A-1 to R1-15 rezone, based on the findings and subject to the conditions in the Planning Commission staff report, together with seven additional conditions:

- All buildings shall conform to an architectural style recognized by the County's form-based code and have a prominent front porch.

- If a garage is not built, a rear-accessible, build-ready paved pad for at least two vehicles shall be provided. No front-facing garage door shall be within 50 feet of the street right-of-way.
- Development shall be limited to 59 lots.
- All existing irrigation ditches on the property shall be piped, with maintenance easements.
- Additional asphalt along 1400 South, from the development's western boundary to 3500 West, shall be provided as determined by a traffic impact study.
- A temporary packed-gravel pathway shall extend from the development's sidewalk frontage to 3500 West.
- Sewer infrastructure shall be installed at the future master sewer plan size, with the developer eligible to pursue a pioneering agreement for upsizing beyond the development's proportionate share.

Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, and Vice Chair Neville voted in favor. Chair Favero voted against. The recommendation carried 5-1. Chair Favero explained that he favored allowing some additional density in exchange for more robust roadway improvements.

Development Agreement Compared with PC Recommendation

The proposed agreement does not expressly incorporate the requested architectural and front-porch standards, garage and paved-pad requirements, or the specified 1400 South asphalt improvement. In a work session with county commissioners, the commission asked that the planning commission's architectural and design requirements not be included in the development agreement. If the improvements along 1400 South only need be determined through a traffic impact study then they can be better examined when a specific subdivision application is under review rather than at this time when only conceptual plans are available.

Attachments

Attachment A: Proposed Rezone Ordinance

Attachment B: Proposed Development Agreement

Attachment C: Planning Commission Staff Report

ATTACHMENT A:
Proposed Rezone Ordinance

ORDINANCE NO. 2026-____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE APPROXIMATELY 20.36 ACRES KNOWN AS THE ALFONSI "LITTLE ITALY" REZONE, LOCATED AT APPROXIMATELY 3655 WEST 1400 SOUTH, FROM THE A-1 ZONE TO THE R1-15 ZONE, AND ADOPTING A MASTER DEVELOPMENT AGREEMENT

WHEREAS, pursuant to Utah Code § 17-79-101, Weber County may enact ordinances, resolutions, rules, land use controls, and development agreements that the County considers necessary or appropriate for the use and development of land within the unincorporated area of the County, and pursuant to Utah Code § 17-79-501 and § 17-79-102(47), a legislative body may enact a land use regulation by ordinance, including the adoption or amendment of a zoning map; and

WHEREAS, pursuant to Utah Code § 17-79-503, only the county legislative body may amend the number, shape, boundaries, area, or general uses of any zoning district, any regulation of or within a zoning district, or any other provision of a land use regulation; and

WHEREAS, Weber County has adopted land use regulations pursuant to state law, codified as Part II of the Weber County Code, commonly known as the Weber County Land Use Code, which establishes and maps a variety of zoning districts in the unincorporated areas; and

WHEREAS, pursuant to Utah Code § 17-79-401, in order to accomplish the purposes of the County Land Use, Development, and Management Act, a county is required to prepare and adopt a comprehensive, long-range general plan for the present and future needs of the county and for growth and development of land within the unincorporated portions of the county; and

WHEREAS, Weber County has adopted a general plan and applicable plan elements in compliance with Utah Code Title 17, Chapter 79, Part 4; and

WHEREAS, pursuant to Utah Code § 17-79-405, the general plan is an advisory guide for land use decisions, and the Weber County Commission finds that whenever possible the general plan should guide legislative land use decisions, including the adoption and amendment of land use regulations; and

WHEREAS, the Weber County Board of Commissioners has received an application, file ZMA2026-09, submitted on behalf of the Mario & Anna Alfonsi Family Living Trust, to amend the zoning designation of approximately 20.36 acres located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone; and

WHEREAS, the Weber County Commission finds that with the adoption of a mutually negotiated development agreement, the proposed amendment will help implement the adopted general plan applicable to the area; and

WHEREAS, Utah Code § 17-79-508 allows the County to enter into development agreements that modify, extend, clarify, and impose certain land use regulations after first receiving a recommendation from the planning commission; and

WHEREAS, Utah Code § 17-79-302 requires the planning commission, with respect to land use regulations and amendments to existing land use regulations, to review and make a recommendation to the county legislative body and to hold a public hearing before making such recommendation; and

WHEREAS, following a duly noticed public hearing on May 5, 2026, the Weber County Planning Commission voted five to one to forward a positive recommendation for the proposed amendment, subject findings and conditions; and

WHEREAS, after reviewing the proposed zoning map amendment, the Planning Commission's recommendation, and the general plan, and in consideration of the mutual promises, voluntary public contributions, and amenities provided for in the associated Master Development Agreement, the recitals of which are hereby incorporated by reference, the Weber County Board of Commissioners desires to rezone the subject property from the A-1 zone to the R1-15 zone, as modified by the Master Development Agreement; and

WHEREAS, the Weber County Board of Commissioners acknowledges that it is not obligated to rezone the Property or approve the Master Development Agreement, but desires to do so in reliance on the commitments and voluntary contributions provided in the associated Master Development Agreement, without which the County would not realize the full benefits of this decision and would not rezone the Property; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated.

The foregoing recitals are incorporated into this ordinance as findings of the Weber County Commission.

Section 2. Adoption of Amendment to the county's zone map, incorporated by reference into Part II of the Weber County Code.

The county's zoning map is hereby amended to change the zoning designation of the subject property, as more precisely described in the attached exhibits, from the A-1 zone to the R1-15 zone, as modified by the associated Master Development Agreement. The graphic representation of the rezone is included and incorporated herein as Exhibit A. The written legal description of the property being rezoned is included herein as Exhibit B. In the event of a conflict between the two, the legal description shall prevail. If the legal description is found by a licensed surveyor to be invalid or incorrect, a corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal descriptions of surrounding properties.

All other parts of the county's zoning map not illustrated in **Exhibit A** remain unchanged.

Section 3. Adoption of Master Development Agreement.

The Master Development Agreement between Weber County and the Mario & Anna Alfonsi Family Living Trust, known as the "Little Italy" Development Agreement, in substantially the form presented to the Board of County Commissioners, is hereby approved and adopted.

The Chair of the Board of County Commissioners is authorized to execute the Master Development Agreement and any related documents necessary to carry out the intent of this ordinance, subject to final review and approval as to form by the Weber County Attorney's Office. The zoning map amendment adopted by this ordinance is approved in reliance upon,

and is conditioned upon, the execution and recording of the Master Development Agreement. As provided in the Master Development Agreement, the Agreement and this associated rezone shall be considered abandoned and become null and void if the Agreement is not presented to the County for recordation within one year after the County Commission's approval date.

Section 4. Rezone Reversion. Upon expiration or termination of the Master Development Agreement, any portion of the Property not developed pursuant to the Agreement, including any parcel or portion capable of further development, shall automatically revert from the R1-15 zone to the prior A-1 zone, unless the County Commission otherwise acts through its legislative authority. Such reversion, and the treatment of lawfully established development and uses, shall be governed by Section 2.2 of the Development Agreement. The process used to adopt this ordinance and its associated Development Agreement provides the process due for such reversion, and future owners of the Property are hereby on notice. Nothing herein limits the County Commission's legislative authority.

Section 5. Repealer of Conflicting Provisions.

All ordinances, resolutions, policies, or provisions of the Weber County Code that conflict with the amendment adopted by this ordinance are hereby repealed, but only to the extent of such conflict.

Section 6. Effective Date.

This ordinance shall become effective upon the latter of:

1. publication in accordance with Utah Code § 17-64-502 and other applicable state law, but not sooner than the date permitted by Utah Code § 17-64-502; or
2. the day the Master Development Agreement between the Mario & Anna Alfonsi Family Living Trust and Weber County is recorded in the Office of the Weber County Recorder.

PASSED, ADOPTED, AND ORDERED PUBLISHED this ___ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
WEBER COUNTY, UTAH

By: _____
Commission Chair

ATTEST:

_____

Weber County Clerk

Commission Vote:

Commissioner Froerer: ___
Commissioner Bolos: ___
Commissioner Harvey: ___

NOTICE OF ADOPTION AND PUBLICATION OF ORDINANCE NO. 2026-____

Notice is hereby given that on the ___ day of _____, 2026, the Weber County Commission adopted Ordinance No. 2026-____, amending Part II of the Weber County Code, known as the Weber County Land Use Code.

The ordinance adopts an amendment to the County's zoning map, rezoning approximately 20.36 acres of land located at approximately 3655 West 1400 South, known as the Alfonsi "Little Italy" rezone, from the A-1 zone to the R1-15 zone, together with an associated Master Development Agreement with the Mario & Anna Alfonsi Family Living Trust. A complete copy of the ordinance is available for public inspection at the Weber County Clerk's Office, 2380 Washington Boulevard, Ogden, Utah, during regular business hours.

The ordinance vote of the commissioners is as follows:

Commissioner Froerer: ____
Commissioner Bolos: ____
Commissioner Harvey: ____

Exhibit A

Graphic Representation of the Property and the Rezone

Zone map after rezone:

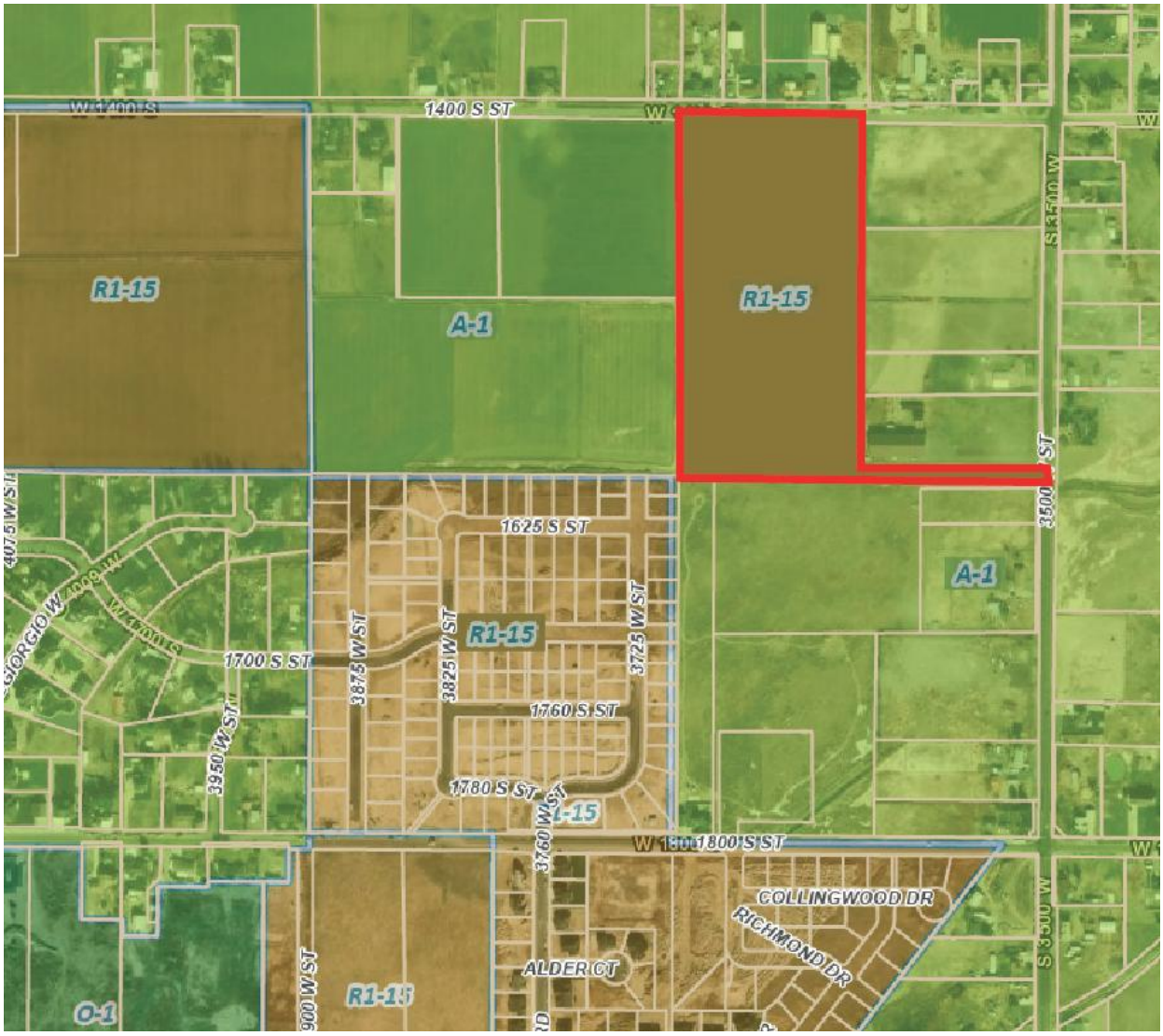


Exhibit B

Written Description of Rezone

THE WEST ONE HALF OF THE NORTHEAST QUARTER OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE MERIDIAN US SURVEY. ALSO: THE SOUTH 60 FEET OF THE FOLLOWING PARCEL,BEGINNING AT A POINT WHICH IS SOUTH 1166.8 FEET SOUTH FROM THENORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDRUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE SOUTH LINEOF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAIDSECTION 21, THENCE WEST 660 FEET, MORE OR LESS, TO THE WESTLINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THESOUTHEAST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150 FEET,THENCE EAST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE ROADWAY. ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THEWIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET, BEING PARTOF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE& MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OFSAID ENTIRE TRACT, WHICH POINT IS THE SOUTHEAST CORNER OF SAIDNORTHEAST 1/4 SOUTHEAST 1/4 AT A POINT 1316.70 FEET SOUTH00D43'11" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89D13'35"WEST (RECORD WEST) 40.00 FEET ALONG THE SOUTHERLY BOUNDARYLINE OF SAID ENTIRE TRACT AND THE SOUTH LINE OF SAID NORTHEAST1/4 SOUTHEAST 1/4 TO A POINT 40.00 FEET PERPENDICULARLYDISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL OF SAID 3500WEST STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 155+94.00,THENCE NORTH 00D43'11" EAST 60.00 FEET PARALLEL WITH SAIDRIGHT OF WAY CONTROL LINE TO A NORTHERLY BOUNDARY LINE OF SAIDENTIRE TRACT, THENCE SOUTH 89D13'35" EAST (RECORD EAST) 40.00FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A NORTHEAST CORNEROF SAID ENTIRE TRACT AND SAID SECTION LINE, THENCE SOUTH00D43'11" WEST (RECORD SOUTH) 60.00 FEET ALONG THE EASTERLYBOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SECTION LINE TOTHE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LANDCONTAINS 2400 SQUARE FEET IN AREA OR 0.055 ACRE, MORE OR LESS,OF WHICH 1980 SQUARE FEET, MORE OR LESS, IS NOW OCCUPIED BY3500 WEST STREET, BALANCE 420 SQUARE FEET IN AREA OR 0.010ACRE, MORE OR LESS. (E# 2728912)

ATTACHMENT B:
Proposed
Development
Agreement

MASTER DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

MARIO & ANNA ALFONSI FAMILY LIVING TRUST

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MASTER DEVELOPMENT AGREEMENT

“Little Italy”

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and *MARIO & ANNA ALFONSI FAMILY LIVING TRUST* (“Master Developer”), known together herein as the “Parties."

RECITALS

WHEREAS, The Master Developer desires and intends to develop a residential subdivision (the “Project”) in the unincorporated area of Weber County known as West-Central Weber;

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

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

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

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

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

WHEREAS, Prior to the execution of this Agreement, the Property’s zone is/was the A-1 zone, and Master Developer desires to rezone the Property to the R1-15 zone consistent with the terms and provisions contained herein;

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

WHEREAS, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **THE WEST ONE HALF OF THE** NORTHEAST QUARTER OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE MERIDIAN US SURVEY. ALSO: THE SOUTH 60 FEET OF THE FOLLOWING PARCEL,BEGINNING AT A POINT WHICH IS SOUTH 1166.8 FEET SOUTH FROM THENORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDRUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE SOUTH LINEOF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAIDSECTION 21, THENCE WEST 660 FEET, MORE OR LESS, TO THE WESTLINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THESOUTHEAST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150 FEET,THENCE EAST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE ROADWAY. ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE

FOR THEWIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET, BEING PARTOF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE& MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OFSAID ENTIRE TRACT, WHICH POINT IS THE SOUTHEAST CORNER OF SAIDNORTHEAST 1/4 SOUTHEAST 1/4 AT A POINT 1316.70 FEET SOUTH00D43'11" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89D13'35"WEST (RECORD WEST) 40.00 FEET ALONG THE SOUTHERLY BOUNDARYLINE OF SAID ENTIRE TRACT AND THE SOUTH LINE OF SAID NORTHEAST1/4 SOUTHEAST 1/4 TO A POINT 40.00 FEET PERPENDICULARLYDISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL OF SAID 3500WEST STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 155+94.00,THENCE NORTH 00D43'11" EAST 60.00 FEET PARALLEL WITH SAIDRIGHT OF WAY CONTROL LINE TO A NORTHERLY BOUNDARY LINE OF SAIDENTIRE TRACT, THENCE SOUTH 89D13'35" EAST (RECORD EAST) 40.00FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A NORTHEAST CORNEROF SAID ENTIRE TRACT AND SAID SECTION LINE, THENCE SOUTH00D43'11" WEST (RECORD SOUTH) 60.00 FEET ALONG THE EASTERLYBOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SECTION LINE TOTHE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LANDCONTAINS 2400 SQUARE FEET IN AREA OR 0.055 ACRE, MORE OR LESS,OF WHICH 1980 SQUARE FEET, MORE OR LESS, IS NOW OCCUPIED BY3500 WEST STREET, BALANCE 420 SQUARE FEET IN AREA OR 0.010ACRE, MORE OR LESS. (E# 2728912)

Exhibit B – Property Graphic Depiction. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

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-G** are hereby incorporated into this Agreement.

2. Effective Date, Expiration, Termination.

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

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

2.1.2. The recordation of this Agreement; or

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

2.2. Expiration and Zone Reversion.

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

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

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

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

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

2.2.3. Term. This agreement expires five years after the Effective Date.

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

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

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

2.3.3. The Master Developer defaults on any provision of this Agreement and the default is

not resolved as specified in **Section 13** of this Agreement; or

2.3.4. The provisions of **Section 5.4** of this agreement take effect.

3. Definitions and Interpretation.

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

3.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. **§17-79-101**, et seq.

3.2. **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.

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

3.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

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

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

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

3.8. **Buildout** means the completion of all of the development on all of the Property for all of the Project.

3.9. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

3.10. **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

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

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

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

3.14. **Design Review** means the County's design review process, as specified in the Code.

3.15. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

3.16. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.

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

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

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

3.20. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.

3.21. **Master Developer** means *MARIO & ANNA ALFONSI FAMILY LIVING TRUST* or its Assignees as provided in **Section 11.4** of this Agreement.

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

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

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

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

3.26. **Owner** means *the same as Master Developer.*

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

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

3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with **Exhibit E – Street Cross Sections** or **Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.

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

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

located.

3.32. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

3.33. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

3.34. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **THE WEST ONE HALF OF THE** NORTHEAST QUARTER OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE MERIDIAN US SURVEY. ALSO: THE SOUTH 60 FEET OF THE FOLLOWING PARCEL,BEGINNING AT A POINT WHICH IS SOUTH 1166.8 FEET SOUTH FROM THENORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDRUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE SOUTH LINEOF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAIDSECTION 21, THENCE WEST 660 FEET, MORE OR LESS, TO THE WESTLINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THESOUTHEAST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150 FEET,THENCE EAST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE ROADWAY. ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THEWIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET, BEING PARTOF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE& MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OFSAID ENTIRE TRACT, WHICH POINT IS THE SOUTHEAST CORNER OF SAIDNORTHEAST 1/4 SOUTHEAST 1/4 AT A POINT 1316.70 FEET SOUTH00D43'11" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89D13'35"WEST (RECORD WEST) 40.00 FEET ALONG THE SOUTHERLY BOUNDARYLINE OF SAID ENTIRE TRACT AND THE SOUTH LINE OF SAID NORTHEAST1/4 SOUTHEAST 1/4 TO A POINT 40.00 FEET PERPENDICULARLYDISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL OF SAID 3500WEST STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 155+94.00,THENCE NORTH 00D43'11" EAST 60.00 FEET PARALLEL WITH SAIDRIGHT OF WAY CONTROL LINE TO A NORTHERLY BOUNDARY LINE OF SAIDENTIRE TRACT, THENCE SOUTH 89D13'35" EAST (RECORD EAST) 40.00FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A NORTHEAST CORNEROF SAID ENTIRE TRACT AND SAID SECTION LINE, THENCE SOUTH00D43'11" WEST (RECORD SOUTH) 60.00 FEET ALONG THE EASTERLYBOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SECTION LINE TOTHE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LANDCONTAINS 2400 SQUARE FEET IN AREA OR 0.055 ACRE, MORE OR LESS,OF WHICH 1980 SQUARE FEET, MORE OR LESS, IS NOW OCCUPIED BY3500 WEST STREET, BALANCE 420 SQUARE FEET IN AREA OR 0.010ACRE, MORE OR LESS. (E# 2728912)

3.35. Exhibit B – Property Graphic Depiction**.**

3.36. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or

tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

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

3.38. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.

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

3.40. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.

3.41. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.

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

3.43. **Subdivision Application** means the application to create a Subdivision.

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

4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the R1-15 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of

this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

5.2. Existing Laws. Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

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

5.3.1. County Discretion to Apply Future Laws. County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by **Section 5.5** of this agreement.

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

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

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

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

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

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

5.4. Future Laws and Preservation of Material Obligations. The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part

of the consideration received by the County.

5.4.1. Future Laws. For purposes of this Section, "Future Law" means any statute, regulation, ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.

5.4.2. Waiver by Master Developer. To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

5.4.3. Non-Waivable Change in Law. If a Future Law is not legally waivable, or if Master Developer's waiver under **Subsection 5.4.2** is ineffective to preserve the County's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

5.4.4. County Determination. If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in **Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.

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 §17-79-508, and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the Vested Rights doctrine.

6. Project Description.

A single-family detached residential subdivision within the R1-15 zone.

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **THE WEST ONE HALF OF THE** NORTHEAST QUARTER OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE MERIDIAN US SURVEY. ALSO: THE SOUTH 60 FEET OF THE FOLLOWING PARCEL,BEGINNING AT A POINT WHICH IS SOUTH 1166.8 FEET SOUTH FROM THENORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDRUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE SOUTH LINEOF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAIDSECTION 21, THENCE WEST 660 FEET, MORE OR LESS, TO THE WESTLINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THESOUTHEAST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150 FEET,THENCE EAST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE ROADWAY. ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THEWIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET, BEING PARTOF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE& MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OFSAID ENTIRE TRACT, WHICH POINT IS THE SOUTHEAST CORNER OF SAIDNORTHEAST 1/4 SOUTHEAST 1/4 AT A POINT 1316.70 FEET SOUTH00D43'11" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89D13'35"WEST (RECORD WEST) 40.00 FEET ALONG THE SOUTHERLY BOUNDARYLINE OF SAID ENTIRE TRACT AND THE SOUTH LINE OF SAID NORTHEAST1/4 SOUTHEAST 1/4 TO A POINT 40.00 FEET PERPENDICULARLYDISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL OF SAID 3500WEST STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 155+94.00,THENCE NORTH 00D43'11" EAST 60.00 FEET PARALLEL WITH SAIDRIGHT OF WAY CONTROL LINE TO A NORTHERLY BOUNDARY LINE OF SAIDENTIRE TRACT, THENCE SOUTH 89D13'35" EAST (RECORD EAST) 40.00FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A NORTHEAST CORNEROF SAID ENTIRE TRACT AND SAID SECTION LINE, THENCE SOUTH00D43'11" WEST (RECORD SOUTH) 60.00 FEET ALONG THE EASTERLYBOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SECTION LINE TOTHE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LANDCONTAINS 2400 SQUARE FEET IN AREA OR 0.055 ACRE, MORE OR LESS,OF WHICH 1980 SQUARE FEET, MORE OR

LESS, IS NOW OCCUPIED BY3500 WEST STREET, BALANCE 420 SQUARE FEET IN AREA OR 0.010ACRE, MORE OR LESS. (E# 2728912)

Exhibit B – Property Graphic Depiction.

8. Development Standards.

8.1. Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone.

8.2. Phasing. The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

8.2.1. Construction Drawings Required. Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

8.2.2. Streets and Pathways. Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

8.2.3. Project Improvements. Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

8.2.4. Public Park Open Space. Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community. If a per-lot financial donation, the per-lot financial donation shall be paid before recordation of the plat creating the lots to which the donation applies.

8.3. Street Connectivity. Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.

8.4. Street Right-of-Way Dedication. Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, as public thoroughfares at no cost to the County.

8.4.1. Minimum Requirements. Each street right-of-way shall meet the minimum applicable

width specifications illustrated in **Exhibit E – Street Cross Sections**. Notwithstanding these specifications, Master Developer shall be allowed to taper the south side of the right-of-way width of 1600 South Street down to a 60-foot width wherever 1600 South Street directly abuts undeveloped property outside and to the south of the Project.

8.4.2. Reserved.

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

8.5.1. Reserved.

8.5.2. Project-Specific Street Improvements. Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

8.5.2.1. 1600 South Street. Master Developer shall design and construct 1600 South Street as a Major Residential Street. Notwithstanding the applicable Major Residential Street standards, Master Developer shall not be required to install the sidewalk or park strip on the south side of any portion of 1600 South Street that directly abuts property outside the Project.

8.5.2.2. Reserved.

8.5.3. Sidewalks. Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be of concrete that is no less than five-feet wide and six inches thick.

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

8.5.5. Corridor Fencing along Collector or Arterial Streets. Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.

8.5.5.1. Corridor Fence Design. Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of Corridor Fences is provided in **Exhibit G – Corridor Fence Design Examples.**

8.5.5.2. Corridor Fence to Match Others in Area. If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor Fences installed or previously approved along the same street corridor.

8.5.5.3. Corridor Fence Alternative Design. Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.

8.5.5.4. Prohibited Corridor Fence Material. A Corridor Fence shall not be made

of vinyl or chain link.

8.5.5.5. Corridor Fence Maintenance. Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.

8.5.5.6. Reserved.

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

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

8.5.6.2. Tree Selection. At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by a an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

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

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

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

8.5.7.1. Master Developer Controlled:

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

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

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

8.5.7.1.2.2. volunteers to be responsible for tree care,

pursuant to **Section 8.5.7.1.3**, for an additional two years after the end of the warranty period.

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

8.5.7.2. County Controlled:

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

8.5.7.2.2. For this alternative, County agrees to waive the required warranty period for the trees.

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

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

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

8.5.7.2.6. Master Developer agrees that regardless of the escrowed amount and regardless of the submitted or approved tree or landscaping plan, that the County has sole discretion

over the number and type of trees planted within the development, provided that the funds shall be used for reasonable costs associated with street tree planting and warranty care within the Project.

8.5.7.2.7. Master Developer agrees that the expense associated with street tree installation and warranty care is offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of Street Tree requirements of the Code or of Section 8.5.7.1.

8.5.8. Public Landscaping. The following apply to required landscaping within public rights-of-way and along public pathways:

8.5.8.1. Parkstrip Rock. Except around the base of a tree (root area), Master Developer shall place four-inch-plus angular rock, eight-inches deep, in each parkstrip, with a weed barrier beneath.

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

8.5.8.3. Construction Drawings to Include Landscaping. Each Development Application submitted shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.5.8.4. Quality Control. For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

8.5.9. Reserved.

8.5.10. Secondary Egress.

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

8.5.10.2. Reserved.

8.6. Non-Public Landscaping to be Water-Wise. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping measures as follows.

8.6.1. Water-wise landscaping. Except within a publicly accessible park, if applicable, all

lots within the development will implement water-wise landscaping measures as follows. all lots within the development will implement water wise landscaping measures as follows:

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

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

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

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

8.6.2.1. Reserved.

8.7. Utilities.

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

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

8.7.2.1. Reserved.

8.7.2.2. 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 the Code; and provided compliance with County standards, which may be updated from time-to-time.

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

8.7.2.4. 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 to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the general area, at buildout, from the area to the existing gravity sewer main that crosses under the Union Pacific Railroad tracks at approximately 4100 West or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.

8.7.2.5. Reserved.

8.7.2.6. Sewer Upsize Compensation. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing sewer facilities. For example, if an upsize to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. 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. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement and shall be executed by different instrument.

8.7.2.7. Reserved.

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

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

8.7.4.1. Stormwater Storage Ownership and Maintenance. The County reserves the right to require the maintenance of a stormwater storage facility to be the responsibility of a homeowner's or landowner's association in the event

the County Engineer determines that the proposed facility presents an inordinate demand for services.

8.7.4.2. Reserved.

8.7.5. Reserved.

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

8.8.1. ***Parks Financial Donation.*** Master Developer agrees to voluntarily donate $7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the Taylor-West Weber Park District ("Park District"). The inflation-adjusted amount will be calculated using the "Consumer Price Index for All Urban Consumers: All Items," using $7,500.00 in 2024 dollars as the baseline. Master Developer agrees that this is a donation offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of developing using the Prior Zone. As such, this donation is not a fee or exaction imposed by the County or Park District. Master Developer agrees to remit these funds prior to recordation of a subdivision plat. Master Developer hereby relinquishes control over how the County or Park District spends the donated funds, provided that the funds shall be used for reasonable costs associated with providing Public Park Open Space or recreational trails in an unincorporated area of the County. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation or, if allowed by the County, a written confirmation of receipt of it from the Park District.

8.8.2. ***Reserved.***

8.8.3. ***Reserved.***

8.8.4. ***Project-Specific Public Park Open Space Improvements and Considerations.*** Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements and considerations.

8.8.4.1. **8.8.4.1. Optional Public Park Alternative.** Notwithstanding the Concept Plan, Master Developer and the Park District may mutually agree to provide a public park, or a portion of a public park, within the Project.

8.8.4.1.1. A park provided pursuant to this Section is permitted within the Project even if it is not depicted on the Concept Plan and shall not, solely for that reason, require an amendment to this Agreement, provided compliance with all other applicable development standards.

8.8.4.1.2. The park shall be of a location, configuration, and total size acceptable to the Park District. The park may extend beyond the Project if the entire park area is committed to public park use through a recorded agreement, easement, dedication, or other instrument acceptable to the County and the Park

District. The portion within the Project shall be identified and reserved on the applicable preliminary subdivision plat and shall be dedicated or conveyed to the County or, at the County's option, the Park District, at the time approved by the County and the Park District.

8.8.4.1.3. The reasonable fair-market value of land dedicated or conveyed for the park, together with the reasonable cost of any park improvements provided by Master Developer, shall be credited against the $7,500-per-lot contribution required by **Section 8.8.1**. The value of the land and improvements shall be established by an appraisal, cost documentation, or another valuation method acceptable to the County after consultation with the Park District. Any portion of the required contribution not satisfied by the approved credit shall remain due under **Section 8.8.1**. Any value exceeding the required contribution shall not entitle Master Developer to reimbursement or additional credit unless otherwise approved in writing by the County.

8.8.4.2. Reserved.

8.9. Pathways. Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (**Exhibit C – Concept Plan**) and as otherwise specified as follows.

8.9.1. Pathway Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (Exhibit F – Non-Street-Adjacent Pathway Cross Section,** or if adjacent to a street, **Exhibit E – Street Cross Sections)**.

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

8.9.2.1. Reserved.

8.9.2.2. Pathway Trees. Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

8.9.2.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-

inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

8.9.2.4. Construction Drawings to Include Pathway Landscaping. Each subdivision's improvement plans shall provide a detailed Pathway Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.9.2.5. Pathway Crossing of Residential Street. Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:

8.9.2.5.1. Raised Crosswalk. A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.

8.9.2.5.2. Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

8.9.2.5.2.1. Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;

8.9.2.5.2.2. The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.

8.9.2.5.2.3. The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

8.9.2.6. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.2.5** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.9.2.7. Project Specific Pathway Improvements.

8.9.2.7.1. Pathway Connection to 3725 West Street. Master Developer agrees to employ all reasonable and continuing efforts to acquire, in favor of Weber County, a pathway right-of-way or easement at least ten feet wide extending from the Project's 1600 South Street pathway to the pathway or sidewalk on the east side of 3725 West Street. If the right-of-way or easement is acquired, Master Developer agrees to install a road-based pathway extending from the 1600 South Street pathway to the pathway or sidewalk along 3725 West Street. The reasonable fair-market value of the acquired right-of-way or easement, together with the reasonable cost to design and install the pathway and any necessary fencing, shall be credited against the $7,500-per-lot open-space contribution required by Section 8.8.1. Master Developer shall install the road-based pathway promptly after the right-of-way or easement is secured and the applicable portion of 1600 South Street and its pathway are installed within the Project.

8.9.2.7.2. Reserved.

8.9.3. Reserved.

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

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

8.10.2. Reserved.

8.10.3. Reserved.

8.10.4. Reserved.

8.10.5. Reserved.

8.11. Reserved.

8.12. Reserved.

9. Amendments, Modifications, and Revisions.

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

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

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

9.2.1.4. Map. Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

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

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

9.2.3. Planning Commission Review of Modification Applications.

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

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

County Commissioners.

9.2.4. Board of County Commissioners' Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

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

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

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

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

9.4.3. De Minimis Changes. Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

10. Miscellaneous Provisions.

10.1. Certificate of Occupancy Requirements. The following references within this document are required prior to issuance of a certificate of occupancy.

10.1.1. Installation of street trees, as specified in **Section 8.5.6.4** of this Agreement.

10.1.2. Installation of a smart watering controller, as specified in **Section 8.6.2** of this Agreement.

10.1.3. Reserved.

10.1.4. Reserved.

10.1.5. Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this Agreement.

10.1.6. Reserved.

10.2. Financial Guarantee Requirements. Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

10.2.1. Reserved.

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.4**.

10.2.3. Reserved.

10.3. Financial Guarantee for Public Landscaping, and Public Park Open Space. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, and for required Public Park Open Space Improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.2** of this Agreement.

10.4. Reserved.

10.5. Reserved.

10.6. Future Taxes, Services, and Districts.

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

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

10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity. If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

10.7. Expert Review for Development Applications. If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

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

County to ensure those public improvements or spaces are provided.

10.9. Provision of Services. The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

11. General Provisions.

11.1. Entire Agreement. This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

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

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

11.4. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.

11.4.1. Partial Assignment. Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.

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

11.4.3. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

11.4.4. Notice. Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.

11.4.4.1. All necessary contact information for the proposed Assignee.

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

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

11.4.5. Grounds for Denying Assignment. The County may only withhold its consent for the reasons listed herein.

11.4.5.1. If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

11.4.5.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

11.4.5.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

11.4.6. Assignee Bound by this Agreement. An Assignee shall be bound by the assigned terms and conditions of this Agreement.

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

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

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

11.8. Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of ***MARIO & ANNA ALFONSI FAMILY LIVING TRUST*****.** The parties may change their designated representatives by Notice.

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

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

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

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

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

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

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

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

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

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

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

11.19. Agreement Recordation Deadline. This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

12. Notices.

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

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

If to the County:

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

With copies to:

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

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

If to Master Developer:

Shawn Alfonsi
418 N Van Buren Ave
Ogden UT. 84404

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

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

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

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

13. Default and Remedies.

13.1. Notice of Default. If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

13.1.1. Contents of the Notice of Default. The Notice of Default shall:

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

13.1.1.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

13.1.1.3. Specify Materiality. Identify why the Default is claimed to be material; and

13.1.1.4. Optional Proposed Cure. If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

13.2. Dispute Resolution Process.

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

13.2.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

13.3. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

13.3.1. Code Enforcement. The Master Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof.

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

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

13.3.4. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been cured.

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

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

Signed by: _____ on: _____
Commission Chair *Signature Date*

Commission Approval Date:_____
Approval Date
(as defined in this Agreement)

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

“Master Developer”

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

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

_____ _____

My Commission Expires: Notary Public, residing in

Exhibit A – Property Legal Description

THE WEST ONE HALF OF THE NORTHEAST QUARTER OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE MERIDIAN US SURVEY. ALSO: THE SOUTH 60 FEET OF THE FOLLOWING PARCEL,BEGINNING AT A POINT WHICH IS SOUTH 1166.8 FEET SOUTH FROM THENORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDRUNNING THENCE SOUTH 150 FEET, MORE OR LESS, TO THE SOUTH LINEOF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAIDSECTION 21, THENCE WEST 660 FEET, MORE OR LESS, TO THE WESTLINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THESOUTHEAST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150 FEET,THENCE EAST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE ROADWAY. ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THEWIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET, BEING PARTOF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE& MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OFSAID ENTIRE TRACT, WHICH POINT IS THE SOUTHEAST CORNER OF SAIDNORTHEAST 1/4 SOUTHEAST 1/4 AT A POINT 1316.70 FEET SOUTH00D43'11" WEST ALONG THE SECTION LINE FROM THE EAST QUARTERCORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89D13'35"WEST (RECORD WEST) 40.00 FEET ALONG THE SOUTHERLY BOUNDARYLINE OF SAID ENTIRE TRACT AND THE SOUTH LINE OF SAID NORTHEAST1/4 SOUTHEAST 1/4 TO A POINT 40.00 FEET PERPENDICULARLYDISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL OF SAID 3500WEST STREET, OPPOSITE APPROXIMATE ENGINEERS STATION 155+94.00,THENCE NORTH 00D43'11" EAST 60.00 FEET PARALLEL WITH SAIDRIGHT OF WAY CONTROL LINE TO A NORTHERLY BOUNDARY LINE OF SAIDENTIRE TRACT, THENCE SOUTH 89D13'35" EAST (RECORD EAST) 40.00FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A NORTHEAST CORNEROF SAID ENTIRE TRACT AND SAID SECTION LINE, THENCE SOUTH00D43'11" WEST (RECORD SOUTH) 60.00 FEET ALONG THE EASTERLYBOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SECTION LINE TOTHE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LANDCONTAINS 2400 SQUARE FEET IN AREA OR 0.055 ACRE, MORE OR LESS,OF WHICH 1980 SQUARE FEET, MORE OR LESS, IS NOW OCCUPIED BY3500 WEST STREET, BALANCE 420 SQUARE FEET IN AREA OR 0.010ACRE, MORE OR LESS. (E# 2728912)

Exhibit B – Property Graphic Depiction

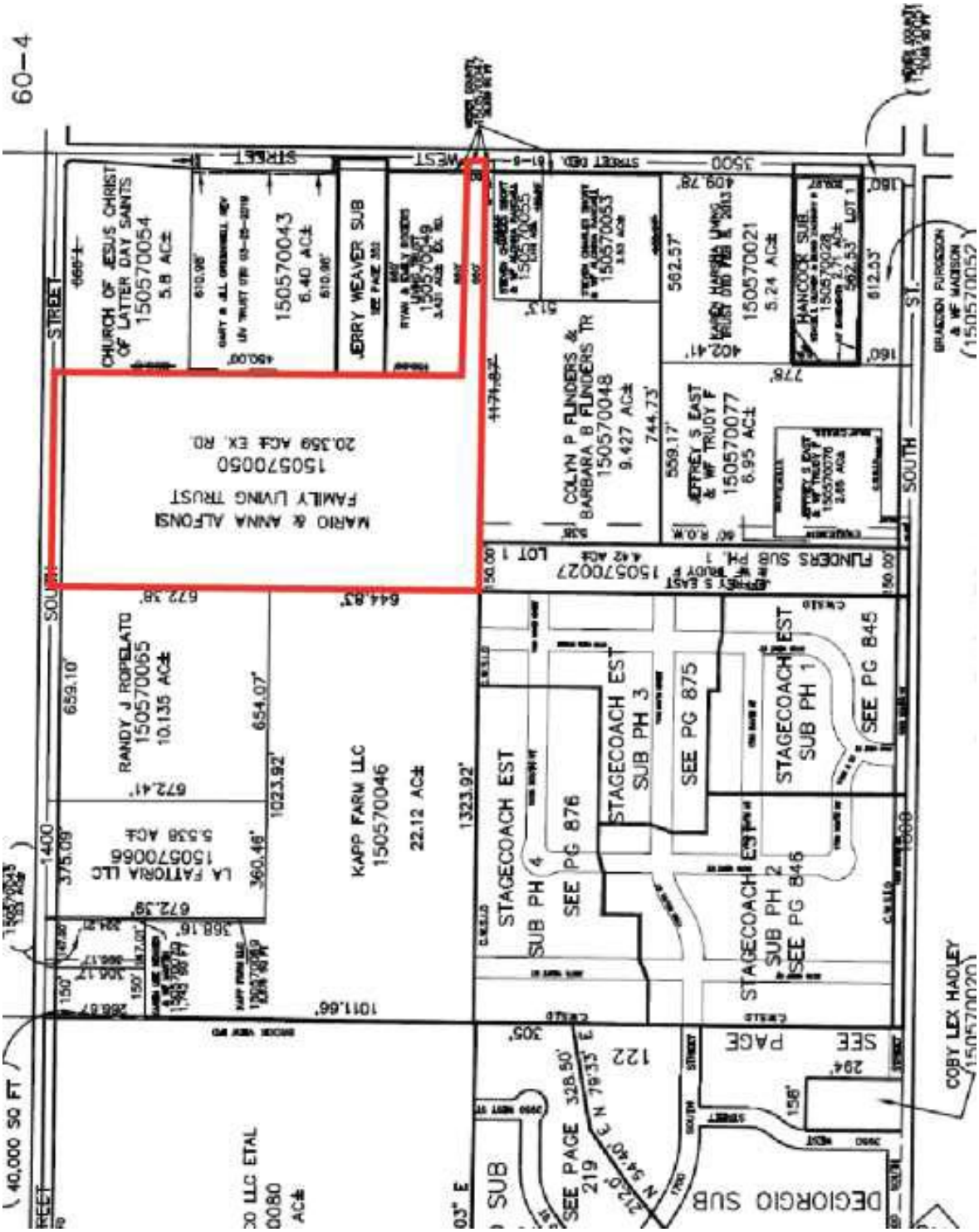


Exhibit C – Concept Plan

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the County, regardless of how it may affect the Project.

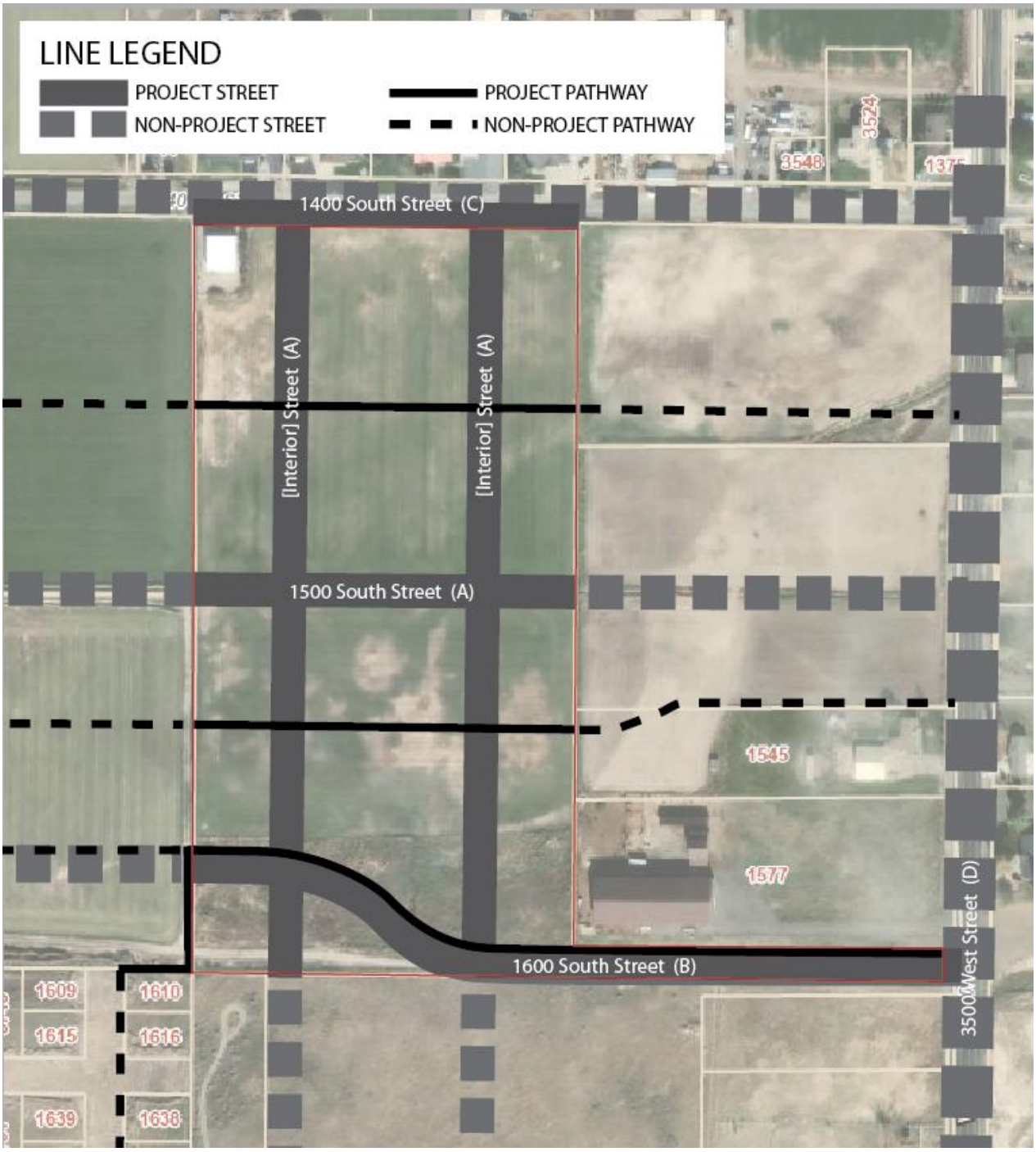


Exhibit D – Associated Rezone Area

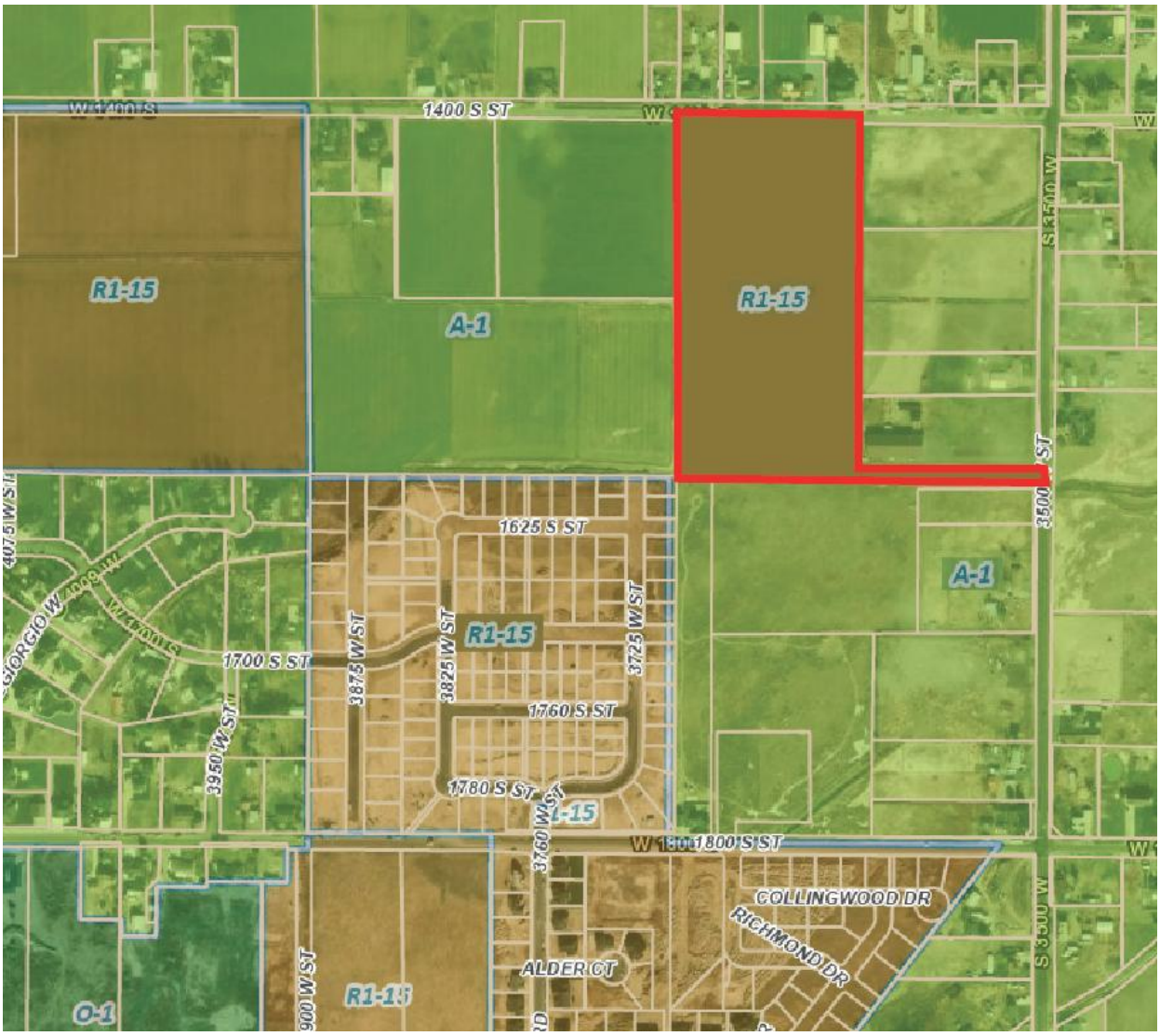


Exhibit E – Street Cross Sections

Notes:

1. ***Materials and Thicknesses.*** *Materials and thicknesses shall follow minimum typical requirements. The County Engineer may require increased thicknesses or more durable materials where unique site-specific conditions warrant such modifications to improve longevity.*
2. ***Curb and Gutter.*** *Curb and gutter shall conform to APWA Type G standards. The sidewalk or pathway shall be elevated above the top back of curb at a minimum upward grade of 2%, measured over the intervening horizontal distance. The County Engineer may approve alternative curb types or sidewalk/pathway elevations.*
3. ***Pathway****.*
   a. *Pathways shall be 10 feet wide, consisting of 9 feet of asphalt bounded on each side by a 6-inch-wide, 12-inch-deep concrete ribbon, flush with the asphalt surface.*
   b. *Where a pathway crosses a driveway or other vehicular accessway, concrete shall replace asphalt for the full pathway width, extending at least 30 feet beyond each edge of the driveway or vehicle accessway.*
   c. *The County Engineer may require concrete in lieu of asphalt for any portion of a pathway.*
   d. *All contraction joints in concrete pathways shall be saw-cut.*

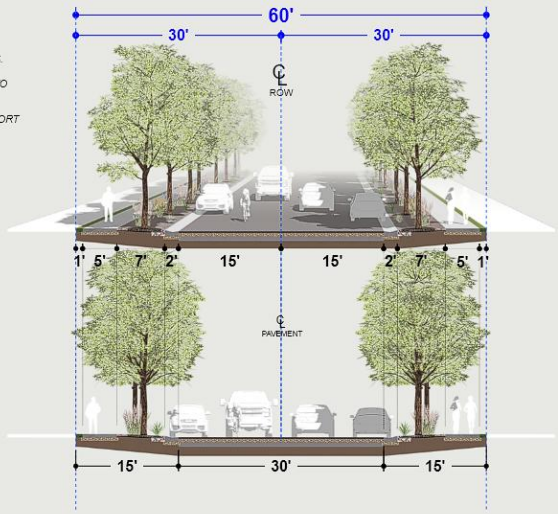
Minor Residential Streets shall be labeled with an "A" on the Master Plan.

MINOR RESIDENTIAL
VEHICLE LANES: 2 (UNMARKED)
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET (UNMARKED)

CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *DOES NOT PROVIDE SIGNIFICANT CONNECTIONS THROUGH NEIGHBORHOOD OR TO COLLECTOR OR ARTERIAL STREETS.*

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



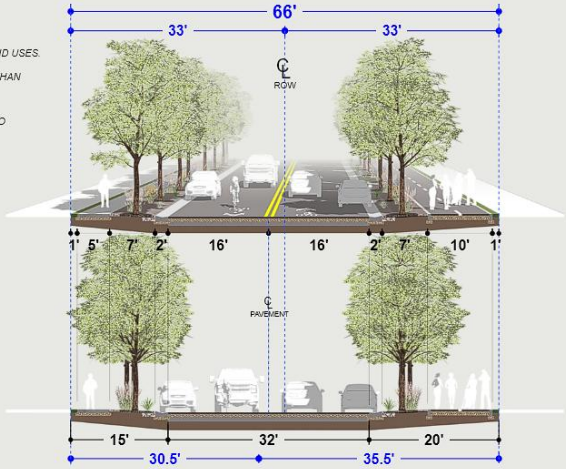
Major Residential Streets shall be labeled with a "B" on the Master Plan.

MAJOR RESIDENTIAL
VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET LANE SHARROW

CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *GENERALLY PROVIDES CONTINUOUS ROUTE, THAT IS USUALLY GREATER THAN 1,300 FEET, THROUGH NEIGHBORHOOD; OR CONNECTS A COLLECTOR OR ARTERIAL STREET TO OTHER RESIDENTIAL STREETS.*

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



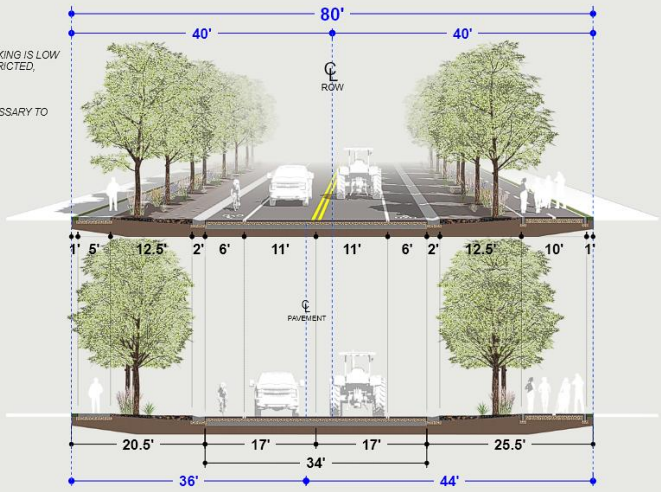
Minor Collector Streets shall be labeled with a "C" on the Master Plan.

MINOR COLLECTOR - 2
VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- *LOW/MODERATE EXPECTED SPEED, LOWER 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.*



Major Collector Streets shall be labeled with an “D” on the Master Plan.

MAJOR COLLECTOR - 3
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- *LOW/MODERATE EXPECTED 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.*

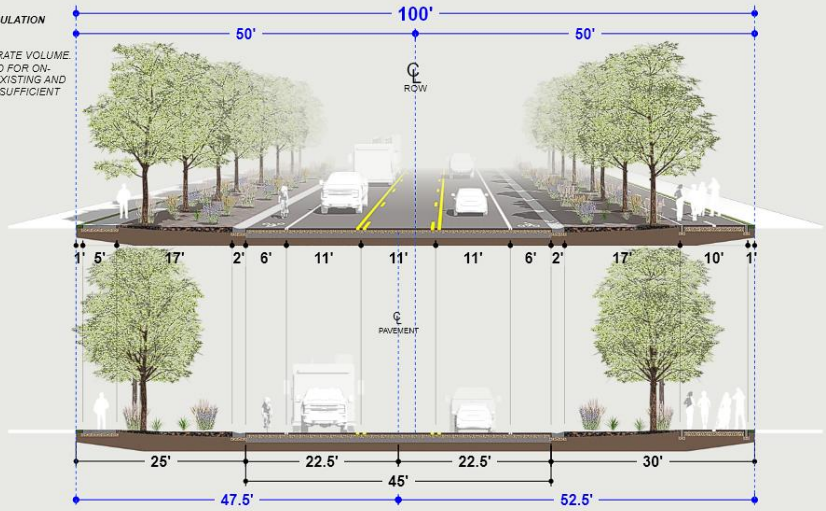


Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for alternative right of way width standards.



Exhibit G – Corridor Fence Design Examples



ATTACHMENT C:
Planning Commission
Staff Report

Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2026-09, an application to rezone approximately 20.36 acres of property at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone.
Agenda Date: May 5, 2026
Applicant: Anna Alfonsi; Agent: Shawn Alfonsi
File Number: ZMA2026-09
Frontier Project Link: https://frontier.co.weber.ut.us/p/Project/Index/26722

Property Information

Approximate Address: approximately 3655 West 1400 South
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North: Large Lot Residential
South: Vacant/Agriculture/Large Lot Residential
East: Vacant/Agriculture/Large Lot Residential
West: Vacant/Agriculture

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763
Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural Zones.
§Title 104, Chapter 12 Residential Zones.

Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary and Background

This is an application for a rezone from the A-1 Zone to the R1-15 Zone. The planning commission informally reviewed this request and the associated concept development plan in a work session on April 14, 2026. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal. The applicant has addressed the comments from the planning commission and staff in the attached revised site plan.

Adjustments/resolutions proposed by applicant:

- Parks and Rec: The applicant is proposing to donate $7,500 per residence for parks and recreation.
- Density: After hearing the planning commission's work session discussion, the applicant is requesting an additional nine lots above the base 2.9 units per acre. If approved this will increase the number of lots from 59 to 68.
- Building Style: The applicant is agreeing to restricting home designs to those similar to the development on Porter Avenue between 22nd Street and 21st Street in Ogden. Images of that development are attached.

- Garages: The applicant is proposing garages that are behind the dwelling.

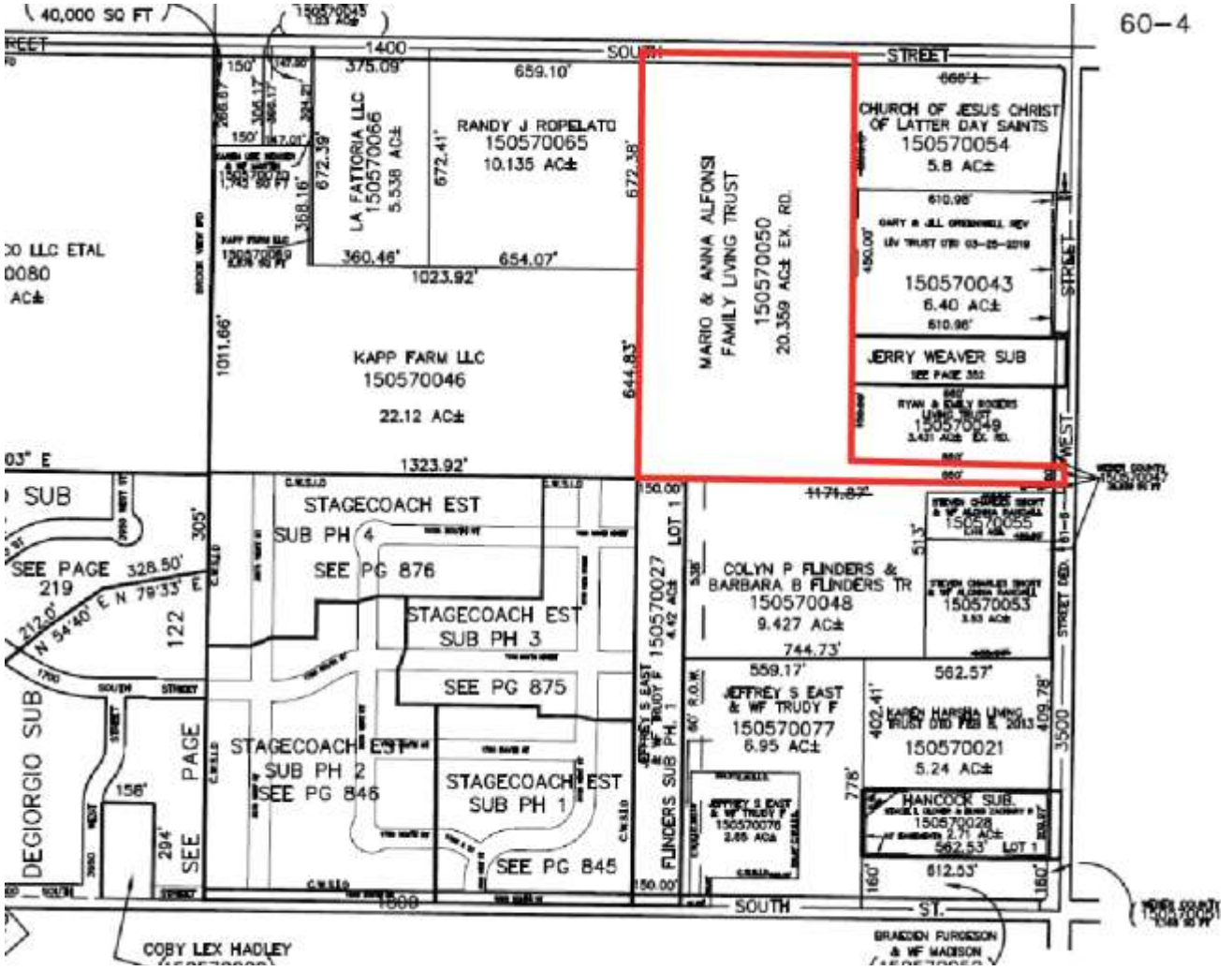
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county and applicant can consent to the added density, the building design standards, and garage location standards.

With a mutually negotiated development agreement, staff is recommending approval of the rezone.

Policy Analysis

This is a proposed rezone of approximately 20.36 acres. The property is currently held as one parcel (15-057-0050). **Figure 1** shows the subject parcel outlined in red.

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



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

Zoning Analysis

The current zone of the subject property is A-1. **Figure 2** displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area.

The purpose and intent of the A-1 zone is:

"…to designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; to set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and to direct orderly low-density residential development in a continuing rural environment.."[1]

Figure 2: Current Zoning Map and the Subject Parcel.



The proposed zone for the subject property is the R1-15 Zone. The purpose of the R1-15 Zone is:

> *"… to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. […]"*[2]

The proposed rezone can be observed in **Figure 3**, with the red polygon depicting the proposed R1-15 zone.

The R1-15 Zone is intended to support single-family lots that are an average of 15,000 square feet in area. The R1-15 zone was specifically designed to support the residential directives that the Western Weber General Plan prescribes for this area. In addition to the creation of the R1-15 zone, following the directives of the general plan, Weber County also adopted modifications to its previously adopted street connectivity incentivized subdivision standards and have since been applying the new standards to all new residential rezones. Typically, compliance with street connectivity incentives is voluntary. When applied to the project through a rezone development agreement, the county can obligate the developer to comply, and from there-on the standards are compulsory.

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



Connectivity incentivized development allows the developer to maintain a consistent number of lots while still placing streets, pathways, and open spaces where they can be most optimal given the specific site and surrounding area characteristics.

Working with the applicant, planning staff have a high degree of confidence that the proposal can meet the R1-15 zone requirements, as well as street and pathway connectivity standards. The site plan provided in the attachments and **Figure 4** is a placeholder until the applicant's surveyor/designer can finish revisions. It may need a couple of minor adjustments or reconfigurations here or there, as requested by staff, but the planning commission should be

[1] Weber County Code Section 104-2-1.

[2] Weber County Code Section 104-12-1.

able to find that these changes can occur through the process of drafting a development agreement prior to final county commission consideration.

Figure 4: Applicant's Concept Plan, With Staff Comments/Edits



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

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

The following is an analysis of the proposal in the context of these criteria.

(a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.

As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcome, deviation from it should be done with caution.

The community character vision is the filter through which all interpretation and understanding of the plan should be run. This is the vision to which all other visions and goals within the plan are oriented. It reads as follows:

> *"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*[3]

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing for the public the benefits of these principles. Because the general plan is *general* in nature, no one principle is absolutely mandatory except when adopted into the development code. Similarly, allowing a property to be rezoned is also not mandatory. Both the developer and the County have the ability to substantially gain if a rezone is negotiated well enough.

[3] Western Weber General Plan (p. 21)

General Plan Smart Growth Principles

The general plan lists both basic and exemplary smart growth principles. The seven basic smart growth standards are:

1. Street connectivity.
2. Pathway and trail connectivity.
3. Open space and recreation facilities.
4. Dark sky considerations.
5. Culinary and secondary water conservation planning.
6. Emission and air quality.

The proposal's compliance with each of these standards are further provided in this report.

The following nine bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide optimal community benefits.

- *Provision for a wide variety of housing options.*

  While this proposal is anticipated to be exclusively single-family residential, the flexible lot standards of the R1-15 zone will help the developer create a wide variety of lot sizes. Further, the added nine lots, if allowed will help implement smaller lot sizes for the development overall.

- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*

  The applicant has not proposed any moderate income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, as small as 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing within the development, the requirement can be inserted into the proposed development agreement.

  In exchange for the additional requested nine lots, the planning commission may want to consider restricting house size or owner occupancy.

- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*

  The applicant's concept plan needs to be strengthened to better address minimum pathway connectivity standards. The county has been implementing a 400-foot maximum distance between pathways for similar development types in the area. This will necessitate two additional east/west pathways, one between 1400 South and 1500 South, and one between 1500 South and 1600 South.

- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*

  As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs and permanent dead-end streets. More on this later in this report.

- *Large and meaningful open space areas with improved parks, recreation, etc.*

  The applicant is opting to volunteer a donation of $7,500 per lot for investment into local parks and recreation.

- *Homes that have higher efficiency ratings than required by local building codes.*

  Buildings are required to be constructed to an efficiency standard based on the climate of the area. Usually, buildings located in higher (colder) elevations need to meet greater efficiency standards. However, given the wide degree of temperature swings in the Western Weber area over a one year period, requiring buildings to be constructed to better efficiency ratings will help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests buildings be built to an efficiency rating that is compliant with one climate zone greater than currently prescribed for the area.

- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*

  Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. The general plan recommends requiring rooftop solar panels, as well as power storage

capabilities such as a solar-charged battery. To assist with affordability, the county commission has resisted applying this requirement for single-family dwelling development thus far.

- *Provisions that create attractive communities for the long term and that create a distinctive sense of place*.

  The planning commission may determine that the street and pathway connectivity and parks and recreation investments effectively implement this principle.

  One additional item for the planning commission to consider on this point: When a limited access collector or arterial street serves a single-family residential area, these types of streets are likely to be lined with rear and/or side yards. As a result they can trend toward a less attractive aesthetic. The general plan suggests landscaping, fencing, and street art be located along limited access collector and arterial streets to enhance a greater sense of community character and aesthetic.

  Staff's recommendation and the template development agreement suggests minimum fence/wall standards for the fence/wall along 1400 South Street.

- *Use of transferable development rights from agricultural lands identified for protection.*

  The applicant has not proposed to transfer more development to this project.

(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.

The applicant's proposed development is similar to patterns of other recently approved development in the area.

The general plan identifies that heavy agricultural uses may not be very compatible with residential development/neighborhoods. It is worth evaluating how surrounding agricultural uses may affect this project, and vice versa.

The general plan suggests and acknowledges some incompatibilities will occur as the area develops over time. If the plan is followed, in time, the surrounding area is likely to be more similar to the character of this development than it is the character of the existing area.

(c) The extent to which the proposed amendment may adversely affect adjacent property.

When considering how this rezone might adversely affect adjacent property, there are a wide array of factors at play. These include impacts on private property rights and nuisances, as well as other factors such as impacts on a landowner's desires for their neighborhood and the intrinsic values they've imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider the perception-based impacts.

If rezoned, the development is likely to significantly change the immediate area. Existing streets will need to be upgraded and new streets will be constructed. Small, medium, and medium-large-lot residential uses should be expected. The smaller and relatively denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. The proposed uses are not expected to be greater than that found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

From an intrinsic perspective, current neighbors who have grown accustomed to the quiet rural nature of the immediate area may find the increase in development intensity unpleasant and contrary to the current reasons they reside in the area. Even though residents in the area do not own a property right that ensures their neighbor's property will not change, they may find dismay in the perception that changes beyond their control could upend their desired future for the area. This could lead to their eventual self-determined displacement from the neighborhood.

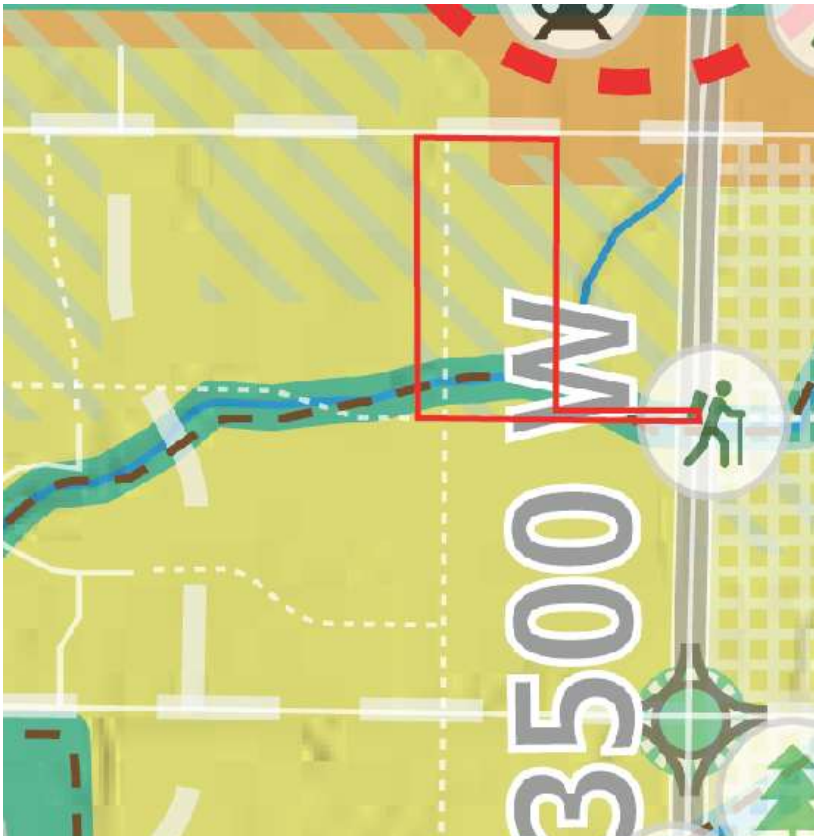
(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.

The County's currently adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic.

Figure 5 shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and surrounding area, the plan recommends securing 1400 South Street as a minor collector street, and 1600 South Street as a major residential street. Other streets planned for the area, represented by thin dashed white lines, are intended to, in part, represent important smaller section line and quarter section line streets to serve residential neighborhoods. The specific configuration of these dashed lines within subject property's boundary is generally inconsequential, but it can be observed that the applicant's concept plan provides the recommended connections.

Figure 5: Planned Streets – Western Weber General Plan



Parks and Recreation

The applicant's property may be too small to enable a park of sufficient size to provide for the needs of the greater community. The proximity of the property to the park in the Taylor Landing subdivision provides lends to an opportunity for the applicant to invest in that park on behalf of future homeowners in the proposed development. Thus, the applicant is proposing a $7,500 donation per lot for parks and recreation improvements.

If the adjacent landowners are amendable, staff recommends some of this donation contribute toward securing a temporary easement across the southeast corner of the neighboring property to provide a temporary pathway connection from the 1600 South pathway within the proposed development to the existing pathway on 3725 West within the Stagecoach subdivision. That pathway's connection to an existing pathway on 1800 South will provide a direct pathway link from this proposed development to the park in the Taylor Landing development. See **Figure 6** for a graphic illustration.

Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical single-family residential development.

Stormwater Drainage Systems

This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

Water Supply

The applicant is proposing to connect to the Taylor West Weber Water Improvement District's culinary line. The district has informed the applicant and the county that an existing six-inch line that serves the area will need to be

upgraded to an eight-inch line, and that the development must be connected to Hooper Irrigation Company's pressurized secondary water system.

Wastewater

The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District.

Refuse Collection

It is expected at this time that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

Figure 6: Pathway/Park Connections



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

The national wetlands inventory map shows a large central area of the property as potentially being within a wetland area. However, after consultation with the County Engineer, staff has learned that any wetland on the property is likely an error, as the property has been draining into drainage improvements of the Walker Slough for a number of years.

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

Initially, the proposed development will gain access from 1400 South Street and 3500 West Street. The biggest transportation level of service challenge for the proposed development is on 1400 South Street. The applicant will be required to rebuild the property's frontage along 1400 South Street to meet minimum county standards. The development agreement will illustrate the minimum cross section, which will include curb and gutter and a five-foot wide sidewalk. The developer of property west of the subject property has been obligated to install asphalt width on 1400 South Street from that development to 3500 West. The planning commission may want to consider asking the applicant to help fund that portion of asphalt from his property's frontage to 3500 West.

Staff Recommendation

After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. Concept plan update: provide concept plan amendments for compliance with pathway connectivity standards, including a pathway located on the north side of 1600 South Street.
2. Parks, open space, and trails: Prior to plat recordation, $7,500 should be donated to the Taylor West Weber Parks District. Alternatively, that figure may be reduced by the fair-market cost to acquire and construct a temporary easement and pathway through the southeastern corner of Parcel 15-057-0046 (Owner: Kapp Farm LLC). The pathway shall be at least 10 feet wide and constructed of compacted road base or similar.
3. Weber County's outdoor lighting code should be applied to all lighting in the project.
4. Buildings should be designed with the same general size and architectural styling as those buildings located on Porter Avenue between 21st and 22nd street in Ogden. Such size and design shall include:
    a. No building footprint greater than the largest building footprint in that development

b. Each dwelling shall have a prominent front porch.
c. Each dwelling shall have similar architectural design features and articulation as those dwellings in the Porter Avenue development.
d. Each lot shall provide area for a garage in an accessory building that is no less than 10 feet behind the rear of the dwelling. No front-facing garage doors shall be within 50 feet of the street right of way.

5. Use development agreement should be based on the county's standard template agreement, with all other pertinent information applied therein.

Staff's recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Model Motion

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

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report.

I do so with the following findings:

Example findings:

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

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*

3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

Motion to recommend denial:

I move we forward a recommendation of denial to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report. I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Application Documents.

ALFONSI-ROPELATO LEGACY PROJECT
18 APRIL 2026 – v1.04
ZONING MAP AMENDMENTS

APPLICATION

Property Address
3699 W 1400 S (approximate 20-acre section with 60ft street outlet East to 3500 W)
Ogden, UT, 84401

Property Owner
Anna Alfonsi (Living Trust)
801-782-6933
salfonsi@yahoo.com

Representative
Shawn Alfonsi
801-597-7733
salfonsi@yahoo.com

Current Zoning
A-1

Number of new lots being created
80

Number of lots affected
1 – 20-acre section

Lot Size
From a 20-Acre section to 68 Lots; 67 lots - 61ft by 135ft (8,200 SqFt), 1 existing farm building lot - 88ft by 121ft, common mailbox area with "Little Italy" plaque - 47ft by 121ft, and 1 Large Retention Pond 32,000 SqFt. Also included is the 60ft by 1320ft access roadway (1600 South) to 3500 W., and a cross road in the middle of the property at 1500 S.

Culinary Water Authority
Taylor-West Weber Water District

Secondary Water Provider
Hooper Irrigation Company

Sanitary Sewer Authority
Central Weber Sewer

Who Signed
Owner Anna Alfonsi representative Shawn Alfonsi

Project Description
Alfonsi-Ropelato Legacy

Parcel Number
15-057-0050

NARRATIVE

This area in West Weber, Utah between 1400 South and 1800 South, from 3500 West to 4700 West was known in the early 1900's as "Little Italy". I'm Anna Alfonsi and at 101-years old I remember all the Italian Immigrant farmers that used to get together every Sunday to eat a meal together and play Bocce or cards at someone's home.

- ***We would like to see my parent's legacy (Balbina/Joe Ropelato) live on through a development project that focuses on building smaller "starter home" type houses with a set number of designs, colors, and fences to choose from, and a required 2-car garage set behind and separate from the house.***
- ***My mother Balbina Ropelato used to say; "It's more important to be happy and raise a family than try to keep up with the Joneses." She raised 3 boys and 1 girl on 1400 South in a house that's 30ft by 30ft and is still in use today. A house that could easily fit into one of the 3-car garages currently being built in adjacent development projects.***

A neighborhood with houses that have a front-porch where people and kids can gather and talk. *We hope to create a plaque near the common mail-box pickup area that will honor the Italians that farmed this area for over 125-years; Ropelato, Martini, Anselmi, Favero, DeGiorgio, Costesso, Bertoldi, Giordano, Della Lucia, Panunzio, Delpias, Rauzi, Tomea, D'Agnillo, Prevedel, and Alfonsi.* We would also like to name the two streets running North to South after two cities in Italy where our families are from; SPERA and CHIOGGIA, Italy.

- ***The southern edge of the lot and the 1320 feet that extends East beyond the 20-acre section to 3500 West would become 1600 South, and would greatly benefit other development projects connectivity to the South and West of our lot. We also included 1500 S to help adjacent properties with connectivity West to East.***

We especially like the home designs on Porter Avenue between 21st and 22nd Street in Ogden, Utah and think they represent the project's goal very well. See photos below.





CONCEPT PLAN

A neighborhood that's focused on building smaller "starter home" type houses with a set number of designs, colors, and fences to choose from, and a required 2-car garage set behind and separate from the house.

From a 20-Acre section to 68 Lots; 67 lots - 61ft by 135ft (8,200 SqFt), 1 existing farm building lot - 88ft by 121ft, common mailbox area with "Little Italy" plaque - 47ft by 121ft, and 1 Large Retention Pond 32,000 SqFt. Also included is the 60ft by 1320ft access roadway (1600 South) to 3500 W., and a cross road in the middle of the property at 1500 S.

18April2026: Landmark Surveyors is revising original 80-lot plan to 68-lot plan, and diagram below is accurate.



Layout based on a Re-zone to R1-15 which is what the subdivision to the Southwest is zoned.

STREET and PATHWAY CONNECTIVITY PLAN

We're doing something similar to the MARTINI LEGACY Project which is ¼ of a mile West on the same 1400 South as our lot, with the two-street layout off of 1400 South that run North to South. ***OUR ADDED ADVANTAGE is we have full ownership and access to extending the southern end of the lot to become the future 1600 South all the way East to 3500 West.***

- The southern edge of the lot and the 1320 feet that extends East beyond the 20-acre section to 3500 West would become 1600 South, and would *greatly benefit the current development projects connectivity to the South and West of our lot*.

Although the connectivity diagram below is hand-drawn, it provides a very good high-level view of the surrounding lots and people know immediately what it is. In other words, EASY to UNDERSTAND and USE.

We're matching both the 1500 S (blue line) and 1575 S (yellow line, orange line with curve, white line) roads that are in the Martini Legacy project all the way over to 3500 W, and we've had conversations with the Kapp's and they confirm they like that connectivity through their lot as well. We'll create the curve to 1600 S and over to 3500 W on our lot. The Stagecoach Estates connects nicely through Kapp's lot (tan lines), and the lot south of us (tan lines) ties in nicely North to South.





View East from Martini Legacy Project:



PARKS and RECREATION PLAN

We would like to select the alternative to donate $7500 to the Parks for their General Open Space fund.

- *The Mormon ward being developed on the corner of 1400 S and 3500 W is also a nice coincidence on the adjacent 5-acre lot.*

We know that the 1.8-acres that extend East past our 20-acre section on the southern edge of the lot not only benefits our project (60ft by 1320 ft), but ***will also benefit at least a half dozen future projects to the South and West with key access to 3500 West****.*

- ***Hopefully this will count as an additional positive consideration for Weber County to approve our rezoning application for 68-lots. Not exactly "OPEN SPACE" but the nearly 2-acres is a huge benefit for all the new development going on between 1400 South and 1800 South.***
- ***Also, as part of that rezoning consideration is including a crossroad at 1500 S in the middle of the lot that will help adjacent properties West to East connectivity for the Kapp's, Ropelato's, and Greenwell's.***

CULINARY and SEWER PLAN

This area in West Weber, Utah is CURRENTLY going through several very large HOUSING PROJECTS, the closest being the MARTINI LEGACY Project (116 lots) which is ¼ of a mile West on the same 1400 South as our lot, and has a similar two-street layout off of 1400 South that run North to South.

Also, directly adjacent to our lot, on the corner of 1400 South and 3500 West is a development project slanted to be completed in 2026 for a 5-acre The Church of Latter-day Saints WARD.

And the Stagecoach Estates project (121 lots) which is adjacent and Southwest of our lot.

We currently own 11.5 Shares of Hooper Irrigation Company secondary water; 7 to 8 shares used for this development of approximately 15-acres once the 5-acres of roadways and retention pond is taken into consideration (½ Share per Acre).

The Taylor-West Weber Water District and Central Weber Sewer will work with the developer to create a plan.

ACKNOWLEDGEMENT LETTERS

1. ***Taylor West Weber Culinary***; Ryan Rogers, Manager, 3/30/2026 – See Letter below.

TAYLOR WEST WEBER WATER DISTRICT

2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
3/30/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that Taylor West Weber Water District (the "District") has the ***Ability To Serve*** and that the District has the capacity to provide **only** culinary water for the property close to 3600 W. 1400 S. Taylor Utah. the developer may have a total of 80 eru's. The property rezone is being proposed by Shawn Alfonsi. The District has a 6" water line on 1400 S. This waterline will need to upgraded to an 8" waterline for fire suppression purposes. Pressurized secondary water must be provided by Hooper Irrigation Company. This is simply an ability to serve letter and an acknowledgement of the rezone request. A concept plan has been provided. For subdivision approval plans must be submitted and approved by the Board and District engineer, all District requirements must be met.

Requirements:
Requirements will be issued pending Board approval and a preliminary will serve letter will be issued.

Taylor West Weber Water District reserves the right to make or modify the level of service based on the engineering review and/or other circumstances that may arise before subdivision approval is issued. Fees and requirements are subject to change based on impact studies and engineering review.

FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER.

Sincerely,

Expires 9/30/2026.

Ryan Rogers – Manager

Taylor West Weber Water District

Central Weber Sewer; Clay Marriott, Project Manager, 4/1/2026 – See Letter below.

Central Weber Sewer Improvement District

April 1, 2026

Charlie Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Alfonsi-Ropelato Legacy Project
Sanitary Sewer Service
Will Serve Letter

Charlie:

At the request of Anna Alfonsi, we have received a will serve letter request for Alfonsi-Ropelato Legacy Project an 80 residential lot development located at approximate address of 3699 W. 1400 S. We require annexation into the district and offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.