Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: **ZMA2026-04:** A request for a public hearing and consideration regarding an application to amend the County's zoning map to rezone approximately 12.3 acres, located at approximately 1940 South, 4700 West, from the A-1 zone to the R1-15 zone.
Agenda Date: July 7, 2026
Applicant: Jordan Holmes
File Number: ZMA2026-04
Frontier Project Link: https://frontier.co.weber.ut.us/p/Project/Index/26846

Property Information

Approximate Address: 1940 South, 4700 West, Unincorporated West Weber
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North: Agriculture and rural residential (SFD) **South:** Agricultural and rural and medium-lot residential (SFD)
East: High School **West:** Agriculture and rural residential (SFD)

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 acts as a recommending body to the County Commission on a zoning map amendment, it acts in a legislative capacity. Legislative decisions allow broad discretion. Examples of legislative actions include general plan amendments, zoning map amendments, and land use code amendments.

For this application, the Planning Commission is asked to hold a public hearing and make a recommendation to the County Commission. In making that recommendation, the Planning Commission should review the proposal for compatibility with the General Plan, applicable ordinances, and the broader public health, safety, and welfare.

Summary and Background

This is an application to rezone approximately 12.3 acres from the A-1 Zone to the R1-15 Zone. The Planning Commission has not previously reviewed this proposal. The Applicant requested that the customary Planning Commission work session be waived to expedite consideration of the application. Given the relatively small size and standard nature of the proposal, the Planning Commission may find that a work session is not necessary before forwarding a recommendation to the County Commission.

The application appears generally consistent with recent expectations for similar rezones in the following ways:

- The Applicant proposes expected street and pathway connectivity, including access from 4700 West and a connection through or near the new Single Tree Acres development to the southeast.

- The concept plan generally follows the County's typical expectations regarding subdivision configuration. Minor, non-substantive edits may be necessary before final consideration by the County Commission.
- The Applicant is volunteering a contribution of $7,500 per lot for parks and recreation. The Applicant has also requested flexibility to allow all or a portion of that contribution to be used for offsite pathway improvements where feasible.
- The Applicant is not requesting deviations from any required or routinely expected improvement standard.

If approved, staff recommends that the rezone be accompanied by a development agreement. Through a negotiated development agreement, the County may memorialize the concept plan and voluntary commitments associated with the requested increase in residential development potential. The County's standardized development agreement template is expected to be used.

Staff recommends approval of the proposal based on the considerations and findings provided herein.

Policy Analysis

This is a proposed rezone of approximately 12.3 acres. The proposal includes all of parcel #15-080-0020 and the southern portion of parcel #15-080-0018, as illustrated in Figure 1. The actual acreage may be slightly greater or smaller depending on final negotiations between the landowner and Applicant. However, the general property area and project layout illustrated in the concept plan, Figure 2, are not expected to substantially change.

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

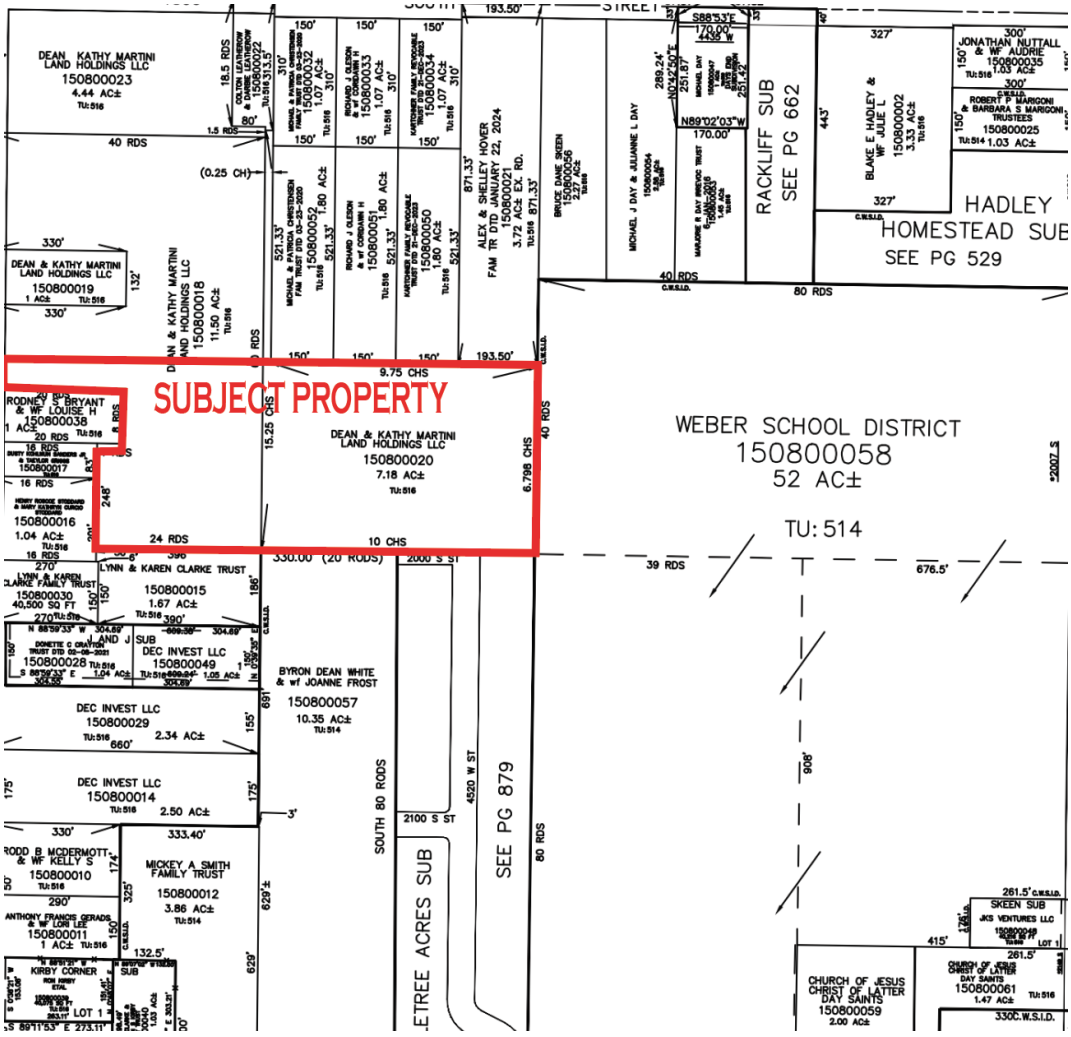


Figure 2: Concept Plan



The Weber County Land Use Code includes procedures and criteria for application-driven rezones. The following policy analysis evaluates the requested rezone in the context of the Land Use Code, the Western Weber General Plan, and applicable planning considerations.

Zoning Analysis – Purposes and Intent

The current zone of the subject property is A-1. **Figure 3** displays current zoning of the general area. The purpose and intent of the A-1 zone is to:

1. *Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
2. *Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
3. *Direct orderly low-density residential development in a continuing rural environment.*[1]

The Applicant proposes rezoning the subject property to the R1-15 Zone. The R1-15 Zone is one of the districts within the County's R1 residential zoning classification. The purpose of the R1 Zone is as follows:

> *"… The purpose of the R1 zone is to provide regulated areas for single-family dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. […]"*[2]

The proposed rezone is illustrated in Figure 4, with the yellow border outlining the proposed R1-15 zone polygon.

The R1-15 Zone is designed to support a variety of single-family lot sizes at a density no greater than 2.9 units to the acre, provided no lot is smaller than 6,000 square feet. The R1-15 zone was specifically designed to support the residential directives prescribed by the Western Weber General Plan for this area.

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

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

Figure 3: Current Zoning Map and the Subject Property

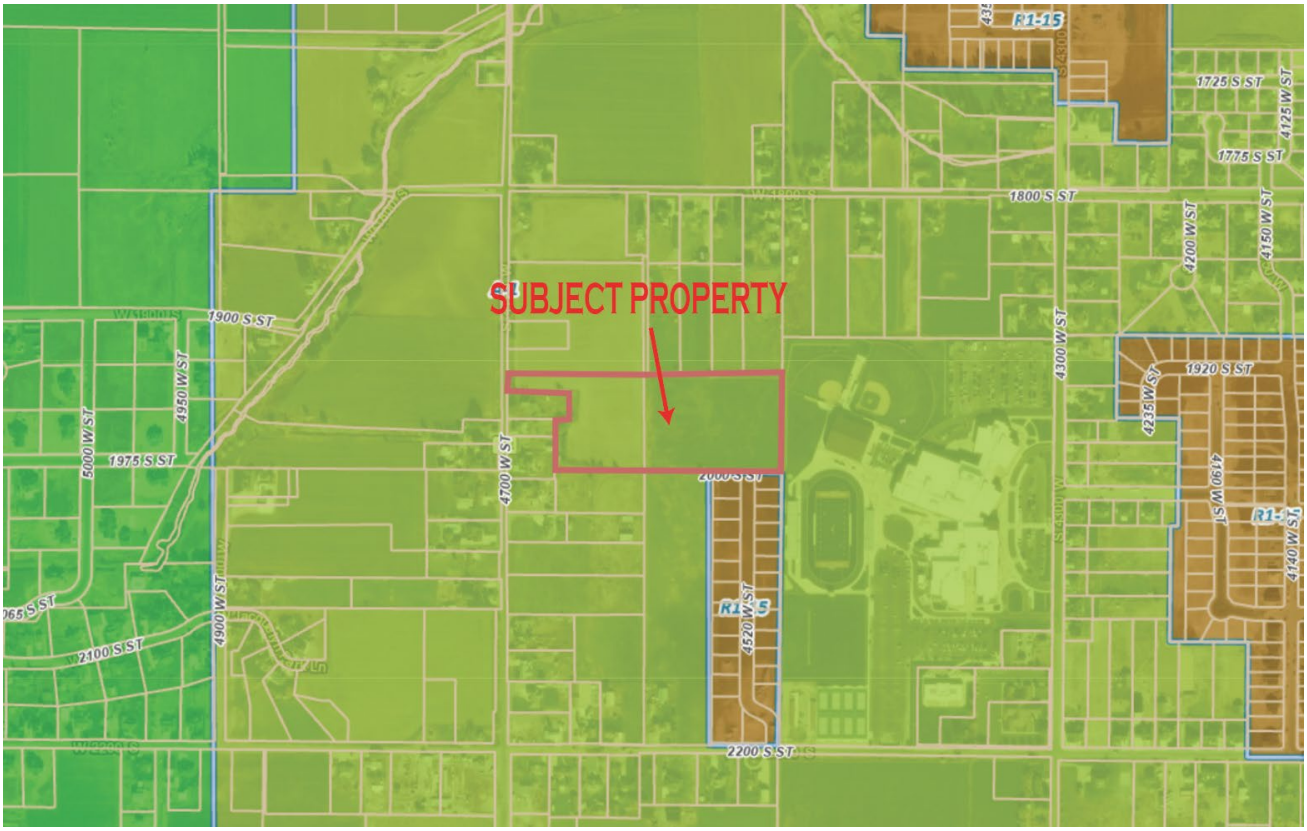
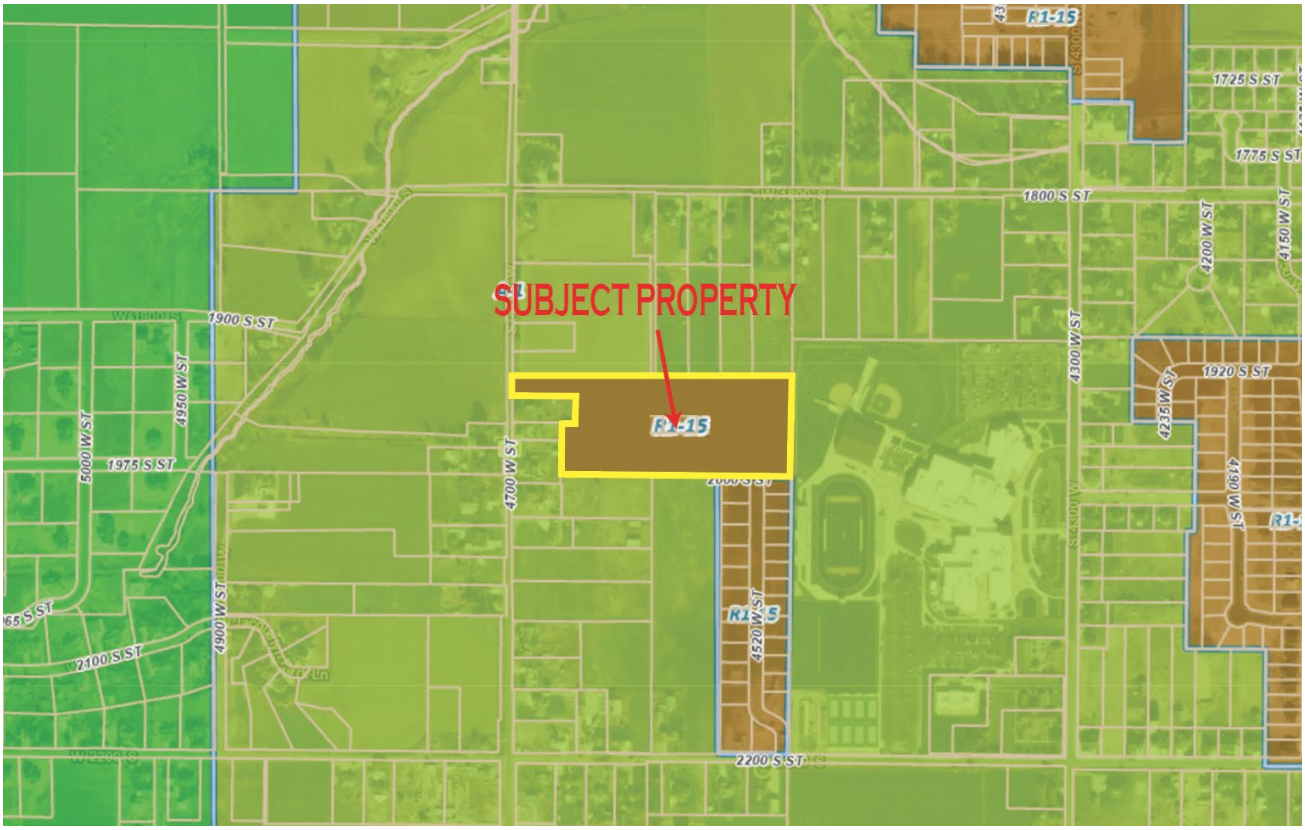


Figure 4: Proposed Zoning Map and the Subject Property.



Zoning Analysis – Ordinance Criteria

Weber County Code provides 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 each criterion.

(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 a minimum, should not be detrimental to them without good cause. The General Plan is a guiding document rather than a mandatory development regulation. However, because it expresses the County's desired future community outcomes, deviations from the General Plan should be approached with caution and supported by appropriate findings.

With the considerations provided in staff's recommendation and the standards typically included in the County's development agreement template, the proposal appears to follow the overall intent of the Western Weber General Plan.

The vision expressed in the General Plan's community character chapter provides an important lens for interpreting the Plan's goals and policies. 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]

To achieve this vision, the General Plan prioritizes implementation of smart growth principles as the area develops. The General Plan encourages the County to use the rezone process as an opportunity to help developers and landowners obtain the benefits of rezoning while also securing community benefits that protect the public health, safety, and welfare.

Because the General Plan is general in nature, its principles are not mandatory unless they have been adopted into the County's development regulations or voluntarily incorporated into a development agreement. Similarly, approval of a rezone is not mandatory. The rezone process therefore provides an opportunity for the County and the Applicant to consider mutually beneficial terms that help implement the General Plan.

General Plan Smart Growth Principles

The Western Weber General Plan identifies basic and exemplary smart growth principles. Among the basic smart growth principles are (1) street connectivity, (2) pathway and trail connectivity, (3) open space and recreation

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

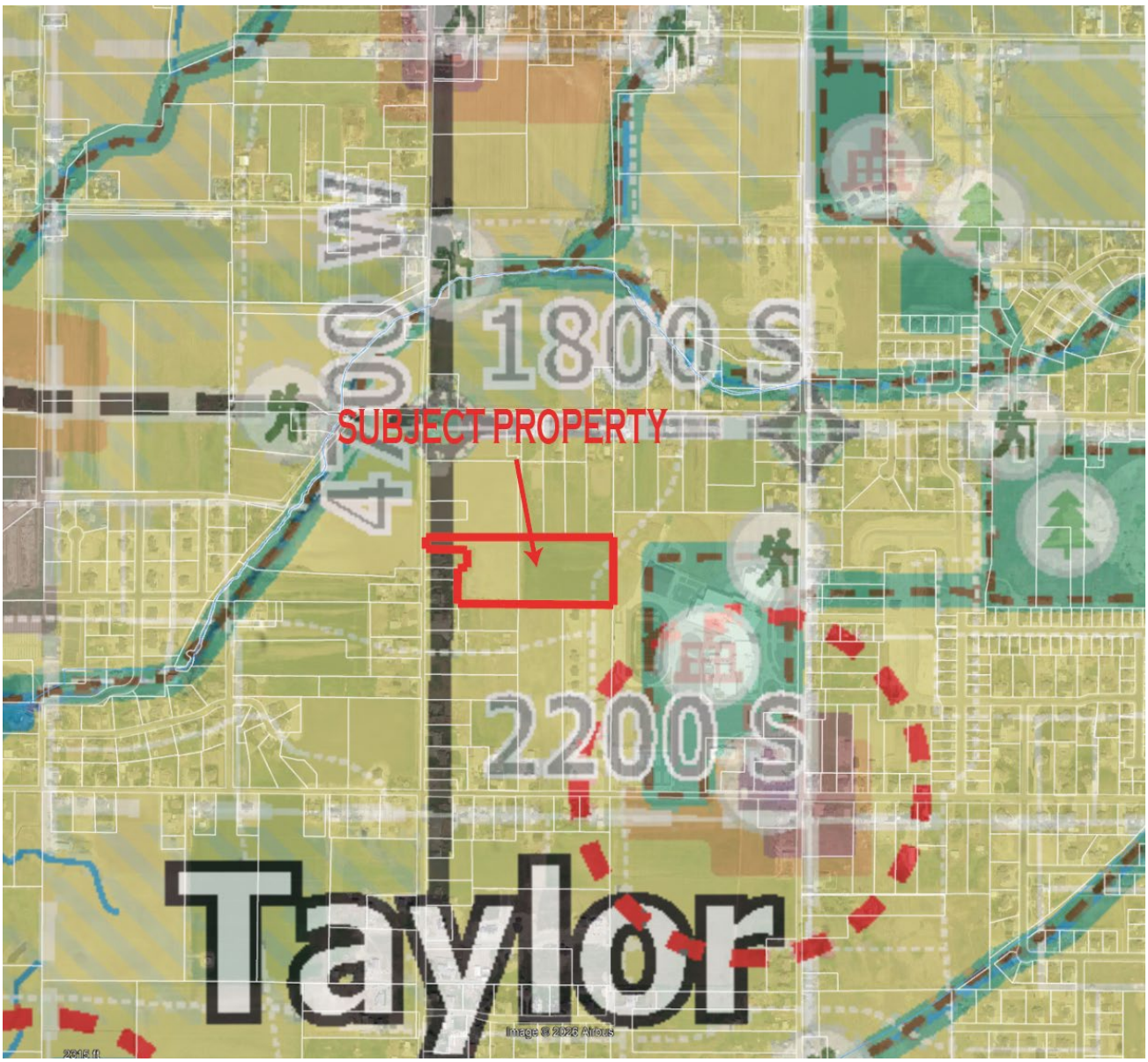
facilities, (4) dark sky considerations, (5) culinary and secondary water conservation planning, (6) emissions and air quality considerations.

The proposal's relationship to these principles is discussed throughout this report.

The General Plan also identifies exemplary smart growth principles. These principles are aspirational unless otherwise adopted into ordinance or voluntarily included in a development agreement. They are nevertheless relevant to the Planning Commission's legislative review because they help describe the kind of development pattern the General Plan seeks to encourage. The following are most relevant to this application.

- *Provision for a wide variety of housing options and use of tools such as lot-averaging to create smaller lots/housing that responds to the needed moderate-income housing of the area.*
    - The proposal is anticipated to be exclusively single-family residential. However, the flexible lot standards of the R1-15 Zone and the County's connectivity standards allow a variety of lot sizes. Smaller lots may be more affordable than larger lots, which may allow the Applicant to market homes to prospective single-family homeowners at different stages of life.

Figure 5: General Plan's Future Land Use Map



- Lot size variety is not mandatory in the R1-15 zone but enabled by allowing small minimum lot area (6,000sqft in the R1-15 zone) whilst capping density at a smaller number (2.9 units to the acre in the R1-15 zone) than might otherwise be allowed in a development where all lots are as small as the minimum lot area. This allows some lots to be smaller than the average lot size that would otherwise result if every lot were required to match the overall density cap. In turn, that may help provide a larger supply of smaller lots, which may help respond to housing cost pressures in the area.
- If the Planning Commission desires to discuss deed-restricted moderate-income housing, that discussion should be framed as a potential voluntary commitment to be negotiated through the development agreement, rather than as a standard requirement of the R1-15 Zone.

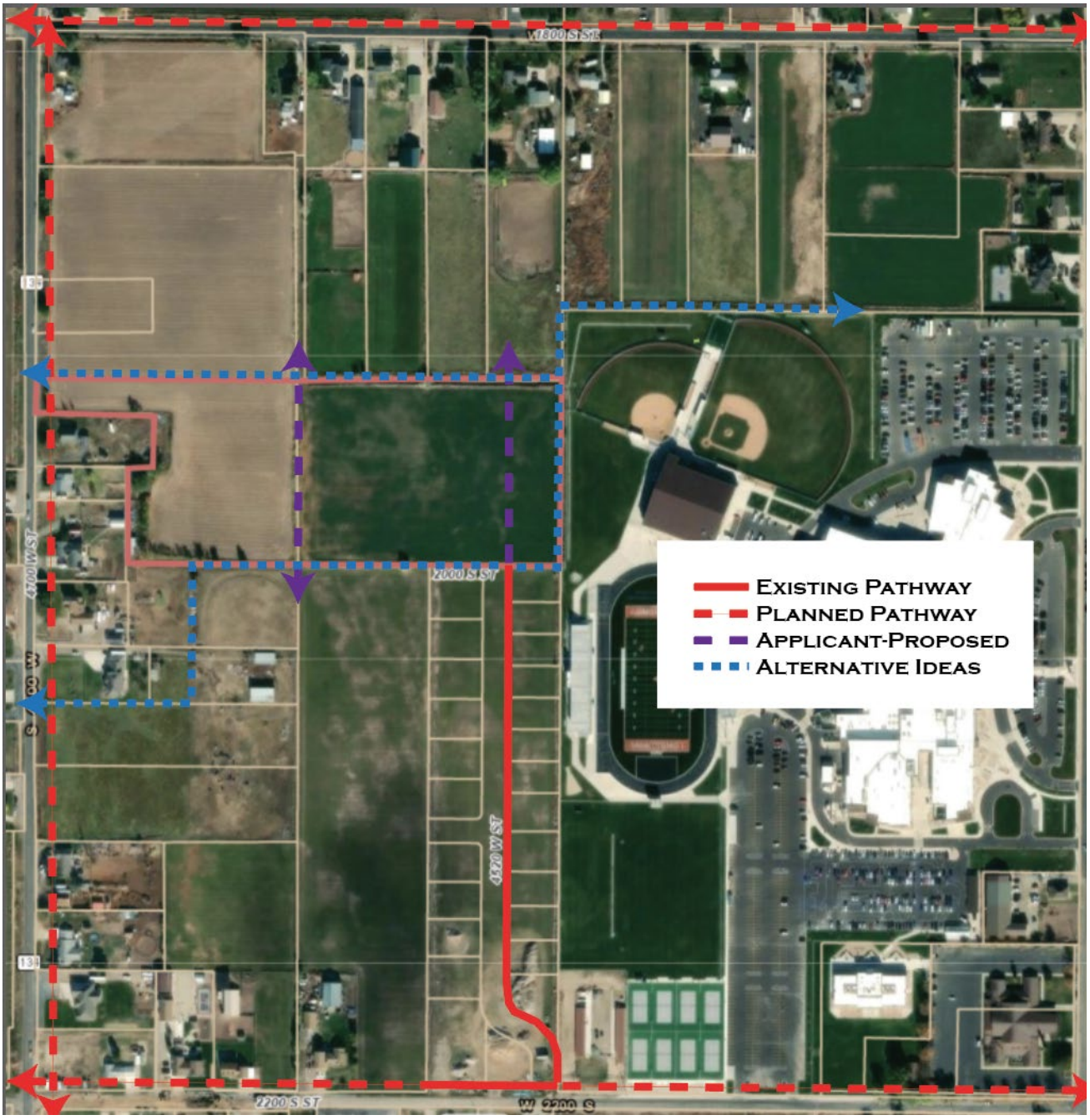
- *Strong trail network with excellent trail connectivity that prioritizes ease of bicycling and pedestrians.*
  - Because the proposal includes approximately 12.3 acres, it can be challenging to determine how trail connectivity should be realized for the immediately surrounding area. For this reason, the connectivity standards recently adopted in County Code apply a pathway-intersection interval of no greater than 400 feet. A pathway connectivity interval occurs where a pathway intersects with another pathway, trail, or sidewalk, including sidewalks that are part of a street right-of-way.
  - The proposal includes two north/south pathway corridors through the project. One appears to parallel or overlap an existing farm ditch. The other parallels 4520 West Street and connects to a pathway in the new Single Tree Acres subdivision. This would extend the 4520 West Street pathway for almost three-quarters of the distance between 2200 South and 1800 South, both of which are planned to have street-adjacent pathways.
  - One item for the Planning Commission and Applicant to consider is whether the 4520 West Street pathway should be moved out of the street right-of-way and behind the lots that abut the high school property. The County has not yet been successful in securing a pedestrian connection through the school property. However, aligning a pathway along the school boundary may improve the possibility of such a connection in the future.
  - Because the property's north/south width is greater than 400 feet, the County can justify requiring up to two east/west pathways through the proposed development. One east/west pathway through the middle of the project may also satisfy the standard, provided the undeveloped land to the north and south eventually provides east/west pathways within a few hundred feet of the project boundary.
  - The Applicant has not proposed an east/west pathway. That omission may be justifiable for the following reasons:
    - Existing development along the east side of 4700 West limits opportunities to create through connections to 4700 West. There may be some space between existing buildings or along property lines where future connections could occur, but those connections are uncertain unless neighboring landowners choose to allow them
    - A future pathway is planned along the east side of 4700 West as part of the County's plan, the Utah Trails Network plan, and the Beehive Bikeways plan. Given the planned facility, a pathway stub toward 4700 West may still be reasonable even if the ultimate connection is not immediately available.
    - The high school campus east of the property has presented pedestrian connectivity challenges in the block between 4700 West and 4300 West. The school district has thus far prohibited pedestrian connections across the campus. This limits the usefulness of an east/west pathway that would otherwise be aligned through the proposed development.
  - There is also an opportunity, though not an ideal one, to provide an east/west pathway along the northern boundary of the subject property or farther north. The Applicant has informed the County that the landowner does not want such a pathway installed at this time because of continued farming on the property to the north. This presents competing considerations:
    - Requiring a pathway along the northern boundary as part of this development would convert a hypothetical future connection into a real community asset.

        - Deferring the pathway may preserve a straighter and more direct future alignment across property farther north.
        - The property to the north spans multiple ownerships, which reduces the predictability of future development and may make a later connection more difficult to secure.
        - Because the northern boundary of the subject property is south of the northern boundary of the neighboring school property, a pathway along the subject property's northern boundary may eventually require a jog around the school property.
    - Figure 5 illustrates some of the potential pathway connections.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
    - As shown on the concept plan, the Applicant has configured the project to provide street connections that appear appropriate in the context of existing development and future developable properties in the area. Additional discussion regarding access, roadway adequacy, and traffic is provided later in this report.
- *Large and meaningful open space areas with improved parks, recreation, etc.*

- The Applicant is volunteering to contribute $7,500 per lot for parks and recreation. The Applicant has requested that the development agreement allow flexibility for the contribution, or a portion of the contribution, to be used for offsite pathway improvements where feasible. This commitment appears consistent with the General Plan's emphasis on open space, parks, recreation, and pathway connectivity. Because the contribution is proposed as a voluntary commitment associated with the development agreement, staff recommends that it be expressly memorialized in the agreement if the rezone is forwarded with a positive recommendation

- *Homes that have higher efficiency ratings than required by local building codes.*
    - The General Plan identifies higher building efficiency as an exemplary smart growth principle. This principle reflects the Plan's broader interest in reducing long-term energy demand and improving air quality.

Figure 6: Pathway Connectivity Opportunities.



- The County has not adopted local development standards requiring single-family homes in this area to exceed the applicable building code efficiency requirements. If the Planning Commission and Applicant desire to pursue this principle for this project, it should be addressed only as a voluntary development agreement commitment.

- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*
  - The General Plan also identifies solar-paneled rooftops and watt-smart compliant batteries as an exemplary smart growth principle. This reflects the Plan's support for energy resilience and reduced utility demand.
  - The County has not adopted development standards requiring rooftop solar or battery systems for single-family homes in this area. If pursued for this project, such provisions should be included only as voluntary commitments in the development agreement.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - The General Plan encourages development that creates attractive communities and a distinctive sense of place. Given the relatively small size of this project and its interior block location, significant sense-of-place improvements may be challenging. However, the proposed pathway connections and the volunteered parks and recreation contribution may help advance this principle.
- *Use of transferable development rights from agricultural lands identified for protection.*
  - The General Plan identifies transferable development rights as an exemplary smart growth tool for preserving agricultural lands. The County has not yet implemented a transferable development right program in this area.
  - Separately, House Bill 237 from the 2025 Utah General Session amended the State's rollback tax regulations to require county treasurers to deposit 100 percent of rollback tax funds into a county account or fund set aside for preserving or restoring open land and agricultural land. This information is provided as context for the General Plan's agricultural preservation policies, not as a recommended condition of this application.

(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 Planning Commission should be able to find that the proposal is generally consistent with the pattern of recent development activity in the area, including the neighboring Single Tree Acres subdivision.

There are several large-lot residential properties along 4700 West, 1800 South, and 2200 South that were developed under one-acre-per-lot zoning standards. Residential development at varying lot sizes is generally more compatible with existing residential development than with nonresidential land uses. However, residents who are accustomed to large-acreage lots and nearby agricultural operations may view the proposed density as inconsistent with the existing rural character.

The Western Weber General Plan acknowledges that some incompatibilities may occur as the area develops over time. If the General Plan is followed, the surrounding area is expected to transition toward a pattern that is more similar to the proposed development than to the area's current agricultural and large-lot residential character. For that reason, staff finds that the proposed rezone is compatible with the area's planned future character, even though it may be more intense than some existing nearby development.

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

A rezone can affect adjacent properties in several ways. These may include objective impacts, such as traffic, noise, infrastructure demand, drainage, and service levels. They may also include perceived or character-based impacts, such as changes to neighborhood identity, rural atmosphere, and expectations about future development.

Staff recommends that the Planning Commission prioritize fact-based impacts while also recognizing that perceived impacts may be relevant to a legislative decision.

If rezoned, the proposed development and others like it will likely change the immediate area. Existing and future streets may need to be upgraded, new streets will be constructed, and small, medium, and medium-large residential lots should be expected. The proposed development will likely change the visual character of the area, traffic volumes and patterns, and potential noise levels.

That said, the proposed use is single-family residential and is not expected to generate impacts greater than those typically associated with a residential neighborhood. During subdivision review, the Applicant will be responsible for addressing any material degradation in services and infrastructure caused by the development. As a result, most objective impacts are expected to be mitigated through standard development review and improvement requirements.

Staff also recognizes that some neighboring residents may perceive the proposal as inconsistent with the rural character they value. Adjacent property owners do not have a legal right to preserve neighboring zoning classifications indefinitely. However, those concerns may still be considered by the Planning Commission as part of its legislative recommendation, particularly when weighing the proposal against the long-term vision of the General Plan.

(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 adopted development regulations are intended to require each development to address its impact on local service levels and infrastructure. As noted above, the Applicant will be responsible for mitigating material degradation caused by the development.

Roadways/Traffic.

See criterion (f) herein.

Police and Fire Protection

The proposed development is not expected to generate a greater per capita demand for police or fire protection than typical single-family residential development.

Stormwater Drainage Systems

Stormwater drainage is not typically resolved at the time of rezoning unless there are known regional drainage issues affecting the property. In most cases, drainage is more appropriately addressed when specific construction drawings are submitted during subdivision review.

Water Supply

The property is located within the Taylor West Weber Water Improvement District boundaries. The Applicant has provided a letter from the district acknowledging the rezone application and the potential for the district to serve the development. The Applicant has also provided a will-serve letter from Hooper Irrigation.

Wastewater

The project is proposed to be served by sewer that will be routed through County collection lines to the Central Weber Sewer Improvement District gravity trunkline in the area. The Applicant has provided a will-serve letter from Central Weber Sewer.

Refuse Collection

At this time, the development is expected to be served by the County's typical contracted garbage collection service. If a different arrangement is proposed, it can be addressed during subdivision review.

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

Staff is unaware of any natural, ecological, or sensitive lands affecting the property.

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

The concept plan indicates access from 4700 West and to 2200 South through the Single Tree Acres subdivision to the southeast. Additional access opportunities may become available as surrounding properties develop.

Because 4700 West is a state highway, the Applicant will be required to obtain any necessary permits from UDOT and provide any required 4700 West improvements needed to mitigate the development's impacts. 2200 South was

recently improved by the County, in coordination with the developer of the Single Tree Acres subdivision, from 4700 West to 4300 West. This development is not expected to materially degrade the level of service of surrounding transportation corridors. However, the County may require a traffic impact study before subdivision plat approval to confirm this assumption and identify any necessary mitigation.

Staff Recommendation

After reviewing the proposal in the context of the Western Weber General Plan, staff finds that the proposed rezone can help advance the vision and goals of the General Plan if appropriate commitments are memorialized through a development agreement. Staff recommends approval of the rezone, subject to the following considerations, which are intended to be incorporated into a zoning development agreement:

1. The concept plan should be updated to include any additional items requested by the Planning Commission, if any.
2. The County's typical development agreement template should be used, including the standards typically established therein.
3. Parks, open space, and trails:
    a. The development agreement should memorialize the Applicant's volunteered $7,500 per lot parks and trails contribution.
    b. The agreement should allow flexibility for all or a portion of the contribution to be used for offsite pathway improvements where feasible.
    c. The Planning Commission should determine whether one or more east/west pathways should be required, and if so, where. The simplest option may be to align one pathway along the property's northern boundary.

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 #ZMA2026-04, an application to amend the county's zoning map to rezone approximately 12.3 acres, located at approximately 1940 South, 4700 West, from the A-1 zone to the R1-15 zone.

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 #ZMA2026-04, an application to amend the county's zoning map to rezone approximately 12.3 acres, located at approximately 1940 South, 4700 West, from the A-1 zone to the R1-15 zone, 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 for denial to the County Commission for File #ZMA2026-04, an application to amend the county's zoning map to rezone approximately 12.3 acres, located at approximately 1940 South, 4700 West, from the A-1 zone to the R1-15 zone. 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 Information.
Exhibit B: Template Development Agreement.

Exhibit A: Application Information

Application

Project Description	Single family housing, affordable housing.
Property Address	2057-2087 S 4520 W Weber County, UT, 84401
Property Owner	Jordan Holmes
Representative	Jordan Holmes
Accessory Dwelling Unit	False
Current Zoning	A-1
Subdivision Name	
Number of new lots being created	30
Lot Number	
Lot Size	.25
Frontage	
Culinary Water Authority	Taylor-West Weber Water District
Secondary Water Provider	Hooper Irrigation Company
Sanitary Sewer Authority	Central Weber Sewer
Nearest Hydrant Address	
Signed By	Owner, Jordan Holmes

Parcel Number
150800020
150800018

SITE LAND USE SUMMARY	SF	AC	%
Parcel Area	482152	11.07	100%
ROW	156520	3.59	32.5%
Lots	315621	7.25	65.5%
Retention	8254	0.19	1.7%
Site Total	482152	11.03	100%

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SCALE: 1" = 60'
DATE: 6/29/2026
DESIGN: JJS
DRAWN: JJS
CHECKED: TMN

REVISIONS
DATE | DESCRIPTION

DWG:

JUNE 29, 2026

PROFESSIONAL STRUCTURAL ENGINEER
No. 4859845
TYLER M. NIELSON
LICENSED
STATE OF UTAH

CONCEPT 4
MARTININ PROPERTY
1950 S. 4700 W.
WEBER COUNTY, UTAH 84404

GARDNER ENGINEERING
CIVIL - LAND PLANNING
MUNICIPAL - LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

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Central Weber Sewer Improvement District

June 3, 2026

Felix Llevernio
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Martini Farms
Sanitary Sewer Service
Will Serve Letter

Felix:

We have reviewed the request Jordan Holmes to provide sanitary sewer treatment services to the Martini Farms comprising 34 residential lots located at approximate address 4520 South 2057 West, Weber County. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber Sewer Improvement District (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.

2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. **A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.**

3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:

Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities.** This annexation must be complete before the sale of any lots in the subdivision. Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.

6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Paige Spencer Central Weber Sewer
Jordan Holmes

HOOPER IRRIGATION CO.
EST. 1866

June 3, 2026

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

RE: PRELIMINARY WILL SERVE LETTER – Martini Farms Subdivision

Martini Farms Subdivision is located at approximately 2000 South and 4700 West in Weber County and has proposed a total of 32 lots. The subdivision is in the boundaries of the Hooper Irrigation Company service area.

The subdivision preliminary plat has been reviewed by Hooper Irrigation. The plans have been preliminarily approved for the subdivision. The developer owns sufficient water shares to connect to the secondary pressurized system. The plan review is good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after final fees have been paid and water shares submitted for connection to the secondary system.

Hooper Irrigation's specifications are available at the Company office.

If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston

Michelle Pinkston
Hooper Irrigation
Board Secretary

1. Parks and open space will depend on lot layout and sizing.
2. Red lines show where the proposed trail system will be installed and connect to existing developments.

Exhibit B: Draft Development Agreement - From Template

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

[Master Developer Name]

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Exhibit I – Trailhead Conceptual Design and Improvements .... **Error! Bookmark not defined.**

Exhibit J – Architectural Design Requirements..... **Error! Bookmark not defined.**

DEVELOPMENT AGREEMENT

Development Name

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and *[Master Developer Name]* (“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 *[Prior Zone]* and Master Developer desires to rezone the Property to the *[Proposed Zone]* 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 **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-*[X]*** are hereby incorporated into this Agreement.

2. <u>Effective Date, Expiration, Termination.</u>

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.

2.2.3.1. ***Automatic Renewal.*** If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional five years.

2.2.3.2. ***Reserved.***

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. **§§17-27a-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 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 *[name of Master Developer]* 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 **Exhibit B – Property Graphic Depiction.**

3.35. **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.

3.36. **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.

3.37. **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.

3.38. **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.

3.39. **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.

3.40. **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.

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

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

3.43. **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 §17-27a-508, and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the Vested Rights doctrine.

6. Project Description.

A residential subdivision within the R1-15 zone that complies with the connectivity requirements of Code **Section 106-2-1.020**.

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – 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/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

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

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

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

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

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

8.4.1. Minimum Requirements. Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.

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

8.4.2.1. Reserved.

8.4.2.2. 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. Reserved.

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 no less than five-feet wide.

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 these lots to front these 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.

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 8.5.6.1.6**, 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 the installation of trees within the development.

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

8.5.8.1. Other Landscaping. Except around the base of a tree (root area), Master Developer shall place six-inch-plus angular rock, 10-inches deep, in each parkstrip, with a weed barrier beneath. 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.

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

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

number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

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

8.5.9.1. Reserved.

8.5.9.2. Reserved.

8.5.9.3. Reserved.

8.5.9.4. 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. Project-Specific Egress Requirements.

8.5.10.2.1. Reserved.

8.5.10.2.2. 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. All lots within the development will implement water wise landscaping measures as follows:

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

8.6.1.2. Reserved.

8.6.2. Project-Specific Water-Wise Requirements.

8.6.2.1. The requirements of this Section 8.6 shall not apply to a lot or area that is xeriscaped and no sprinkler or flood watering is used.

8.6.2.2. Reserved.

8.6.2.3. 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 sewer treatment options that do not involve the County.

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

8.7.2.1.1. Reserved. *[See note].*

8.7.2.1.2. Reserved. *[See note].*

8.7.2.2. Reserved. *[see note.]*

8.7.2.3. **Reserved.** *[see note.]*

8.7.2.4. Project-Specific Sanitary Sewer Requirements.

8.7.2.4.1. Reserved.

8.7.2.4.2. 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. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

8.7.4. Stormwater. Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to accommodate the general area's anticipated storm water and drainage needs at the

area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

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

8.7.4.2. Reserved.

8.7.4.3. Project-Specific Stormwater Requirements.

8.7.4.3.1. Reserved.

8.7.4.3.2. Reserved.

8.7.5. Project-Specific Utility Requirements.

8.7.5.1. Reserved.

8.7.5.2. 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 agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

8.8.1. ***Parks Financial Donation.*** *Master Developer agrees to donate $7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the [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 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 a written confirmation of receipt of it from the Park District, if applicable.*

8.8.2. ***Park Dedication.*** *Master Developer agrees to dedicate a minimum of one acre per every 34 residential lots as Public Park Open Space, with the open space rounded up to the nearest whole acre, if applicable. Open space provided by Master Developer in excess of the minimum required Public Park Open Space is not governed by this* ***Section 8.8.2****. unless more specifically provided in this Agreement. The minimum required Public Park Open Space shall comply with the following.*

8.8.2.1. ***Dedication Method.*** *Unless specified otherwise in this Agreement, the minimum acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the [Park District] ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.*

8.8.2.2. ***Deferred Conveyance.*** *County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.*

8.8.2.3. ***Publicly Accessible Private Parks.*** *When allowed, the acreage of a private park that is continuously open for public use may be counted toward the minimum required Public Park Open Space, provided compliance with the following.*

8.8.2.3.1. *Master Developer shall provide County with a written recommendation on this matter from the Park District.*

8.8.2.3.2. *The private park shall be open for use by the general public from sunrise until dusk or 9:00 PM daily, whichever is earlier, excluding reasonable closures for emergencies, maintenance, replacement, or repair; and*

8.8.2.3.3. *The private park shall be operated and maintained by a professional management company that is funded by the owners in the Project.*

8.8.2.4. ***Follow Concept Plan****. The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park District.*

8.8.2.5. ***Phasing Public Park Open Space Dedication.*** *Each subdivision plat within the Property shall plat and dedicate no less than its pro-rata share of Public Park Open Space acreage per lot, but never less than one acre until all proposed Public Park Open Space is platted.*

8.8.2.6. ***Reserved,***

8.8.2.7. ***Other Waterways.*** *County may require open space corridors along creeks, sloughs, canals, or other waterways or former waterways specified in the general plan or others that can provide valuable public open space or pathway connectivity to be dedicated.*

8.8.2.8. ***Project-Specific Parks or Open Space Dedication.***

8.8.2.8.1. ***Reserved.***

8.8.2.8.2. ***Reserved.***

8.8.3. ***Public Park Open Space Improvements.*** *Master Developer agrees, unless specified in this Agreement otherwise, that the Public Park Open Space acreage shall be developed as an improved park.*

8.8.3.1. ***Minimum Park Improvements Required.*** *Unless agreed otherwise by the Parties and, if applicable, the Park District, Master Developer shall provide the following minimum Improvements for the Public Park Open Space.*

8.8.3.1.1. ***Parking.*** *Eight off-street parking spaces per acre of improved park area.*

8.8.3.1.2. ***ADA Access.*** *ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.*

8.8.3.1.3. ***Restroom.*** *One restroom building with no less than two private toilet rooms.*

8.8.3.1.4. ***Pavilion.*** *325 square feet of covered pavilion area per acre of developed park. There shall be no less than two picnic tables with attached benches for every 325 square feet of pavilion area (fractions may be rounded down to the nearest whole number). Restrooms and storage/mechanical area may be connected to the pavilion structure, but are not counted as pavilion area.*

8.8.3.1.5. ***Playground.*** *600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.*

8.8.3.1.6. ***Park Perimeter Pathway.*** *The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in* ***Exhibit F – Non-Street-Adjacent Pathway Cross Section****, or if adjacent to a street,* ***Exhibit E – Street Cross Sections.***

8.8.3.1.6.1. ***Benches.*** *At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.*

8.8.3.1.6.2. ***Bench Shade Trees.*** *At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.*

8.8.3.1.7. ***Park District Standards.*** *If the improved park is to be dedicated to the Park District, then all improvements must conform to the Park District's established standards.*

8.8.3.1.8. ***Additional Project Specific Improvements.*** *Master Developer shall additionally provide the project specific improvements established in* ***Section 8.8.4*** *below, if any.*

8.8.3.2. ***Park Detail Submittal.*** *With each subdivision plat or improvement drawings, provide site specific detail of the Park(s). The detail shall provide:*

8.8.3.2.1. *The location, configuration, and construction detail of required Improvements; and*

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

8.8.3.2.3. *Other proposed landscaping and other Improvements.*

8.8.3.2.4. *Tabulations that demonstrate compliance with required Improvements and associated acreage.*

8.8.3.3. ***Public Park Open Space Financial Guarantee.*** *Public Park Open Space Improvements shall be included in the subdivision's financial guarantee regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.*

8.8.3.4. ***Public Park Open Space Water.*** *Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. Unless allowed by the County otherwise, prior to recordation of the first plat in the Project, all of the right/shares needed to serve the entire Public Park Open Space needs shall be transferred to the Park District or other allowed park owner at the time the Public Park Open Space acreage is dedicated or otherwise transferred to the Park District or other allowed park owner. If the Park District or other allowed Park owner requires the rights/shares to be transferred to another entity instead, such as the applicable water service provider for the Park, the Master Developer shall do so.*

8.8.3.5. ***Weber River Corridor and/or Other Natural Park Areas.*** *The County reserves the right to waive any of the requirements in* ***Section 8.8.3.1*** *for a Public Park Open Space area that has a location or features that make it desirable to preserve in a relatively natural state, as generally guided by the general plan.*

8.8.3.5.1. ***Weber River Corridor.*** *As a supplement to the provisions of* ***Section 8.8.2.6****, Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable to the County and Parks District.*

8.8.3.5.2. ***Other Waterways.*** *As a supplement to the provisions of* ***Section 8.8.2.7****, County may require open space pathways and other Improvements that support the health of the open space corridor.*

8.8.3.5.3. ***Improvements and Expense.*** *For this acreage, County may require any restoration, reclamation, revegetation or other similar Improvements or efforts it deems necessary, provided those Improvements or efforts have the same or lower estimated expenses of what would otherwise be required if the Public Park Open Space acreage was improved to the required minimum standards of this Agreement.*

8.8.3.5.4. ***Removal of Vegetation and Hydroseeding.*** *At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with*

a native seed mix and erosion control methods shall be implemented in accordance with best practices.

8.8.3.5.5. Quality Control. *For best practices quality control, all efforts shall be conducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the release of any financial guarantee for the work.*

8.8.3.6. Phasing of Public Park Open Space Improvements. *Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan as long as:*

8.8.3.6.1. Approved Construction Drawings. *All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, have been approved by the County Engineer;*

8.8.3.6.2. Successive Improvements. *All Phases provide sufficient Improvements necessary for the successive construction of Improvements proposed in other Phases; and*

8.8.3.6.3. Completed prior to C/O. *A Phase's minimum required per-acre park Improvements specified in* ***Section 8.8.3.1*** *are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.*

8.8.3.7. Public Park Open Space Maintenance. *Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until _____.*

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. Reserved. *[see note.]*

8.8.4.2. Reserved. *[see note.]*

8.8.4.3. Reserved.

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

8.9.1. Pathway and Trailhead Dedication.

8.9.1.1. 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**). Pathway rights-of-way shall count toward the minimum required Public Park Open Space area specified in **Section 8.8.2** of this Agreement; this does not apply to Pathways within a street right-of-way. Dedication of a Pathway right-of-way shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

8.9.1.2. ***Trailhead dedication.*** *The minimum required trailhead dedication shall comply with* ***Exhibit I – Trailhead Conceptual Design and Improvements.*** *Trailhead area shall count toward the minimum required Public Park Open Space area specified in* ***Section 8.8.2*** *of this Agreement. Dedication of a trailhead area shall comply with that section, with the term "Park" being supplanted with the term "trailhead."*

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

8.9.2.2. 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 8.5.6.1**. 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 Landscaping. Each subdivision's improvement plans shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.9.2.5. 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. Reserved.

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.

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

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 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 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. Reserved.

10.1.3. Reserved.

10.1.4. 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.

10.1.5. Installation of dark-sky friendly outdoor lighting, as specified in **Section 8.11** of this Agreement.

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. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.8.3.5.5**.

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.3**.

10.2.3. Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section 8.8.3.3**.

10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead 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 **[name of entity].** 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:

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

“Owner”

_____

By: _____

Print Name: _____

Title: _____

DATE: _____

Owner 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

(Need from Applicant – Verify with GIS)

Exhibit B – Property Graphic Depiction

Insert aerial imagery with border around Property.

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.

Requirements of a concept plan. A concept plan shall comply with the following. The final agreement should replace this text box with the concept plan.

- **Survey.** The surveyed boundary lines of the Property and, if multiple zones, the boundaries of the zones, showing measured and/or recorded bearings, distances, and other controlling data with ties to section corners. Survey boundaries shall match the legal description(s) of **Exhibit A – Property Legal Description.**
- **Street and Pathway Layout and Configuration.**
    - **Connectivity Plan.** Conceptually illustrate the Project streets and how they align or connect to eachother and to other streets on the perimeter of the Project. Also include in dashed lines a concept for how streets ***might*** align or connect with other streets outside of the Property.
    - **Street Labels**. All streets shall be labeled accordingly.
        - Minor Residential Streets shall be labeled with an "A."
        - Major Residential Streets shall be labeled with a "B."
        - Minor Collector Streets shall be labeled with a "C."
        - Major Collector Streets shall be labeled with an "D."
        - Minor Arterial Streets shall be labeled with an "E."
        - Major Arterial Streets shall be labeled with an "F."
- **Public Park Open Space.** Conceptually illustrate the Public Park Open Space acreage.
    - Label and shade, in a unique hue of green, the acreage intended to be improved park.
    - Label and shade, in a unique hue of green, the acreage intended to be natural park.
    - Label and shade, in a unique hue of green, the acreage intended to be pathway right-of-way.
    - Provide an open space table that shows:
        - Total Public Park Open Space acreage;
        - Improved park acreage;
        - Natural park acreage;
        - Pathway right-of-way acreage (except that acreage already counted within improved or natural park area); and
        - Linear feet of pathway that is not street-adjacent.
- **Lots.** Conceptually illustrate the general configuration of lot area. Unless otherwise required by the county, each lot or unit need not be illustrated, but rather each area that will contain lots and the configuration thereof.
- **Other.** Conceptually illustrate areas that are likely to be used for other purposes not specified above, such as area for utilities, water reservoirs, lift stations, pump houses, etc.

Exhibit D – Associated Rezone Area

Insert depiction of the rezone.

Exhibit E – Street Cross Sections

Notes:

Each street may need ½ width Project boundary variant.

Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.

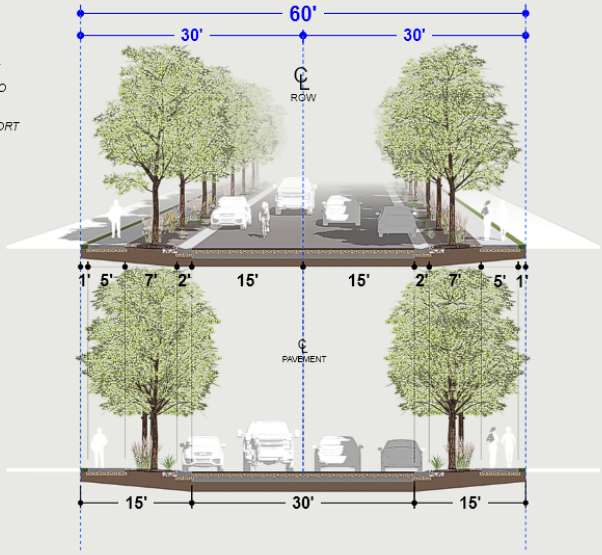
Minor Residential Streets shall be labeled with an "A" on the Master Plan.

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

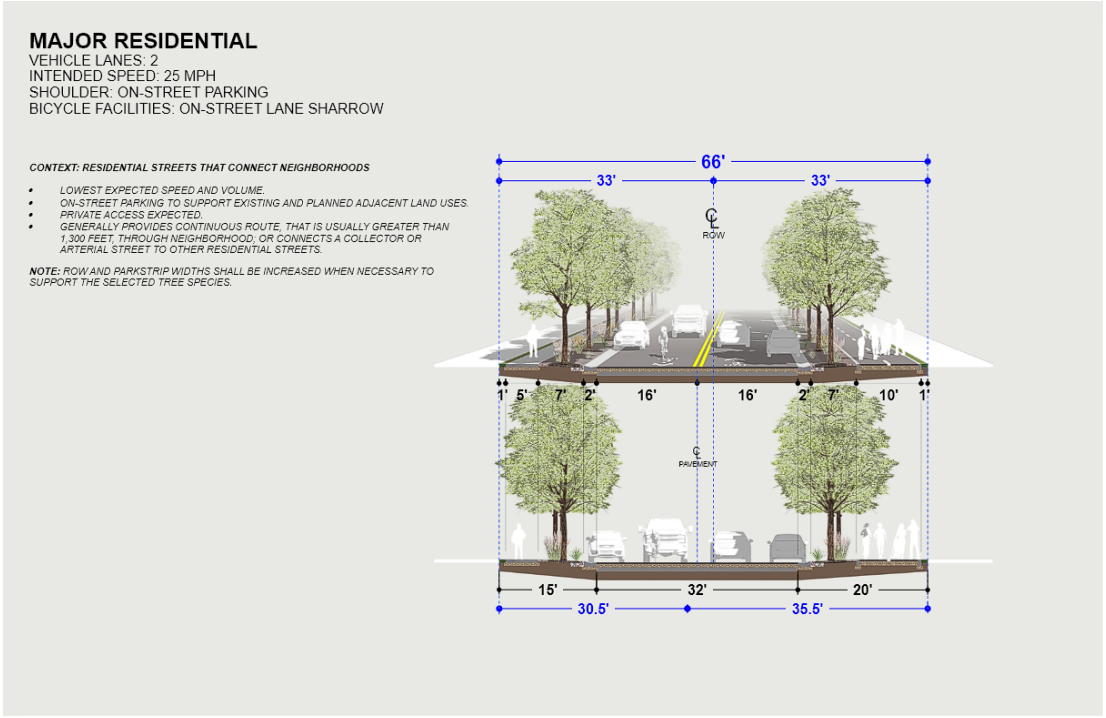
CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH

- *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.



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

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

Minor Arterial Streets shall be labeled with an “E” on the Master Plan and shall be designed per the department of transportation specifications.

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

MINOR ARTERIAL 3HS

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

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

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

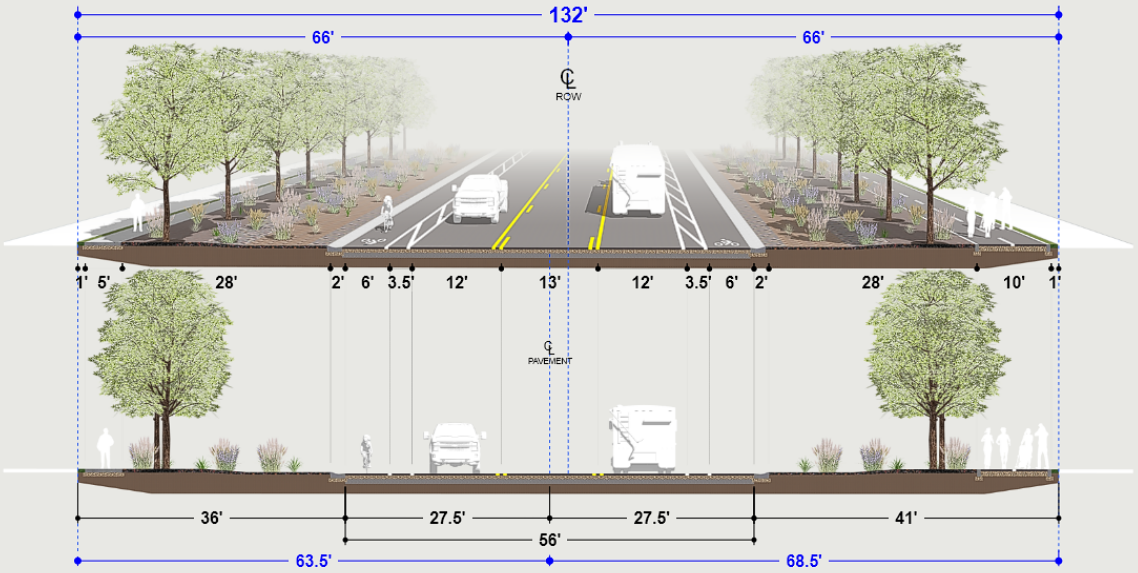


Exhibit F – Non-Street-Adjacent Pathway Cross Section

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



Exhibit H – Waterwise Yard Landscape Plan Requirements

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

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

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