



## Staff Report to the Weber County Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** File #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 and O-1 zones.

**Agenda Date:** June 13, 2025

**Applicant:** Heritage Land Holdings LLC. Agent: Selvoy Fillerup

**File Number:** ZMA2023-17

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/18945>

#### Property Information

**Approximate Address:** 500 North, 3600 West, Unincorporated West Weber

**Current Zone(s):** A-2 Zone

**Proposed Zone(s):** R1-15 Zone

#### Adjacent Land Use

<b>North:</b> Weber River/Marriott-Slaterville	<b>South:</b> Agricultural and Large Lot Residential
<b>East:</b> Weber River/Marriott-Slaterville	<b>West:</b> Agricultural

#### Staff Information

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

**Report Reviewer:** RG

### Legislative Decisions

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

### Summary and Background

The applicant seeks to rezone approximately 147.56 acres of land in unincorporated Western Weber County from A-2 (Agricultural/Low-Density Residential) to R1-15 (Single-Family Residential, 15,000 sqft average lot size). Planning staff are further recommending a portion of that property be rezoned to the O-1 (Open Space) zone.

In exchange for open space and improvements, proposed density of the project is based on the overall acreage – including that proposed to be in the O-1 zone. Given the R1-15 zone's allowed density, the overall project could support up to approximately 428 lots. Fitting this density in the smaller R1-15 area will necessitate the allowance of smaller lot sizes, as provided in the proposed (attached) development agreement.

#### Key Highlights.

**General Plan Compliance.** The proposed rezone supports the Western Weber General Plan, especially its smart growth objectives, including, strong street and pathway connectivity, dedication of an approximately 38-acre linear park along the Weber River, and a variety of lot sizes, which enhances housing diversity.

**Infrastructure & Services.** The applicant is required to mitigate any impacts to public services and infrastructure, including construction and extension of sewer and water to the area. Key road access (700 North) is not currently constructed, but the applicant proposes to escrow full construction costs until right-of-way acquisition is available.

Prior to development, a secondary paved egress road is required, as is upgrading the width of 3600 West Street from 400 South to the project.

**Environmental Considerations.** The project preserves a 300-foot natural buffer along the Weber River and proposes to dedicate this land for public park use. The park will serve as a one-mile segment of the “Emerald Necklace” trail, as envisioned in the general plan.

**Housing Affordability & Sustainability.** No formal moderate-income housing is proposed, though smaller lots will likely contribute to market affordability.

**Community Character.** While the proposal introduces a more suburban character compared to existing rural uses, it is generally compatible with planned future development and land use transitions in the area, as recommended by the general plan.

#### **Staff Position:**

Staff recommended approval to the planning commission contingent on a few concept plan adjustments and development agreement finalization. The proposal represents a balanced approach to growth, offering community benefits such as open space, recreational access, and neighborhood connectivity, while transitioning the area in line with long-term planning goals.

#### **Planning Commission Recommendation:**

The planning commission has recommended that the county commission approve the rezone and development agreement based on a number of stipulations. Planning staff have negotiated with the developer to provide for those stipulations in the attached development agreement.

### **Policy Analysis**

See attached planning commission staff report.

### **Planning Commission Recommendation**

Motion by Sarah Wichern:

I move that we forward a positive recommendation to the county commission for [the project]. I do so with the following additional edits and corrections:

1. Include all staff recommendations in the development agreement
2. Include that all utilities shall be built to the future build-out size requirements. A pioneering agreement may be included in the development agreement and shall only cover the cost of upsizing the utilities from the size required by the development’s impact to the future buildout sizing.

Recommendation is based on the findings listed in the January 9, 2024 staff report.

Motion seconded by Camie Klontz. The vote was unanimous 7-0 with all planning commissioners present and voting.

After the planning commission’s initial recommendation for approval, the applicant changed the concept plan a couple of times. Each change was re-reviewed by the planning commission in work session to verify consistency with their recommendation.

### **Model Motion**

The model motions herein are only intended to help the 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 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 approval:**



**ORDINANCE NUMBER 2025-**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE THE LOMOND VIEW MASTER PLANNED COMMUNITY, APPROXIMATELY 134 ACRES, FROM THE A-2 ZONE TO THE RESIDENTIAL R1-15 ZONE AND THE OPEN SPACE O-1 ZONE, AND ADOPTING A MASTER DEVELOPMENT AGREEMENT**

**WHEREAS**, the Weber County Board of Commissioners has adopted a zoning map for the unincorporated areas of Weber County; and

**WHEREAS**, the Weber County Board of Commissioners has received an application to amend the zoning designation on property located at approximately 500 North 3600 West; and

**WHEREAS**, State Code Section 17-27a-503 provides for the amendment of a zone district or land use regulation; and

**WHEREAS**, State Code Section 17-27a-503 requires an amendment to a zone district or land use regulation to first receive a recommendation from the planning commission; and

**WHEREAS**, State Code Sections 17-27a-102(b) and 528 allows the County to enter into development agreements that modify, extend, clarify and impose certain land use regulations after first receiving a recommendation from the planning commission; and

**WHEREAS**, After a public hearing on January 9, 2024, the Western Weber Planning Commission forwarded a recommendation to the Weber County Board of Commissioners regarding this zone map amendment and regarding the proposed Master Development Agreement; and

**WHEREAS**, After reviewing the Planning Commission's recommendation and the Western Weber General Plan, and in consideration of the mutual promises and other considerations in applicant's proposed voluntary public contributions and amenities accepted by Weber County Board of Commissioners by means of the associated Master Development Agreement, the Recitals of which are hereby incorporated by reference, the Weber County Board of Commissioners desires to rezone the subject property from the A-2 zone to the R1-15 and O-1 zones, as modified by the Master Development Agreement; and

**WHEREAS**, The Parties mutually understand that the Weber County Board of Commissioners is not obligated to rezone the project nor to approve the Master Development Agreement, but desires to do so as a result of the applicant's voluntary contributions as set forth in the associated Master Development Agreement, without which the County would not realize the full benefits of this decision and would not rezone the Property; and

**NOW THEREFORE**, the Weber County Board of Commissioners ordains:

**SECTION 1: REZONE.** An amendment to the Weber County Zoning Map to change the

zoning designation, as more precisely described in the attached exhibits, from the A-2 zone to the R1-15 zone and O-1 zone, as modified by the Master Development Agreement. The graphic representation of the rezone is included and incorporated herein as Exhibit B. The written legal description of the property being rezoned is included herein as Exhibit A. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

**SECTION 2: REZONE REVERSION.** If the Master Development Agreement expires or terminates as provided in the Master Development Agreement, the area this ordinance changes to the R1-15 zoning designation automatically reverts to the A-2 zone. This shall not affect the area this ordinance changes to the O-1 zone. If such zone reversion occurs, the process due and provided for the adoption of this ordinance and related Master Development Agreement accomplishes the process due for the zone map to be reverted to the A-2 zone, and any future owners of any portion of the Property are hereby on notice accordingly.

**SECTION 3: SIGNATURE AUTHORIZATION.** The Weber County Board of Commissioners hereby authorizes and appoints the Commission Chair to sign this ordinance and to sign the associated development agreement.

This ordinance shall become effective fifteen (15) days after publication or on the day the Master Development Agreement between Heritage Land Holdings, LLC and Weber County is recorded, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
Sharon Bolos, Chair

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

Commissioner Froerer voted \_\_\_\_\_

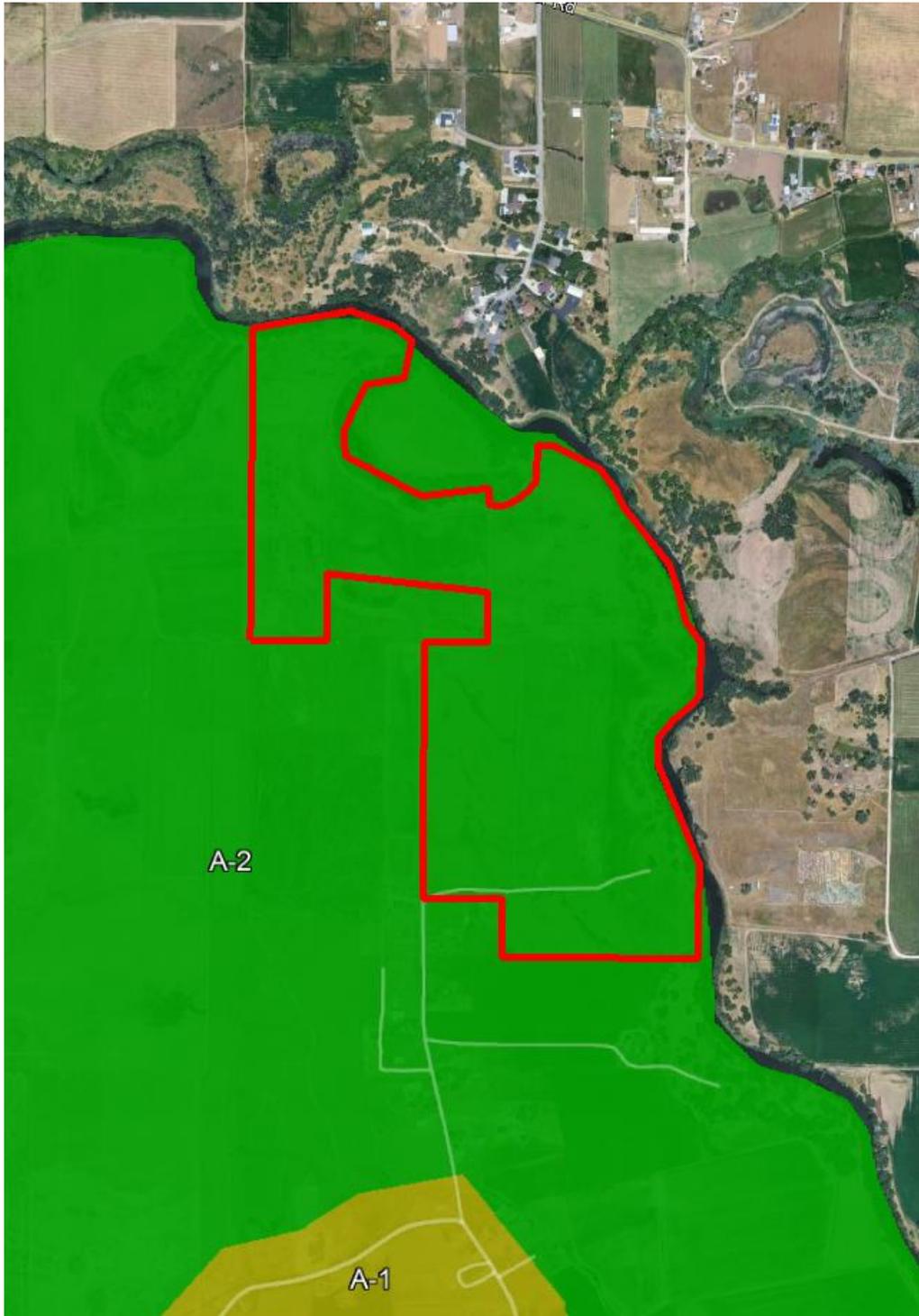
ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA

**Exhibit A**

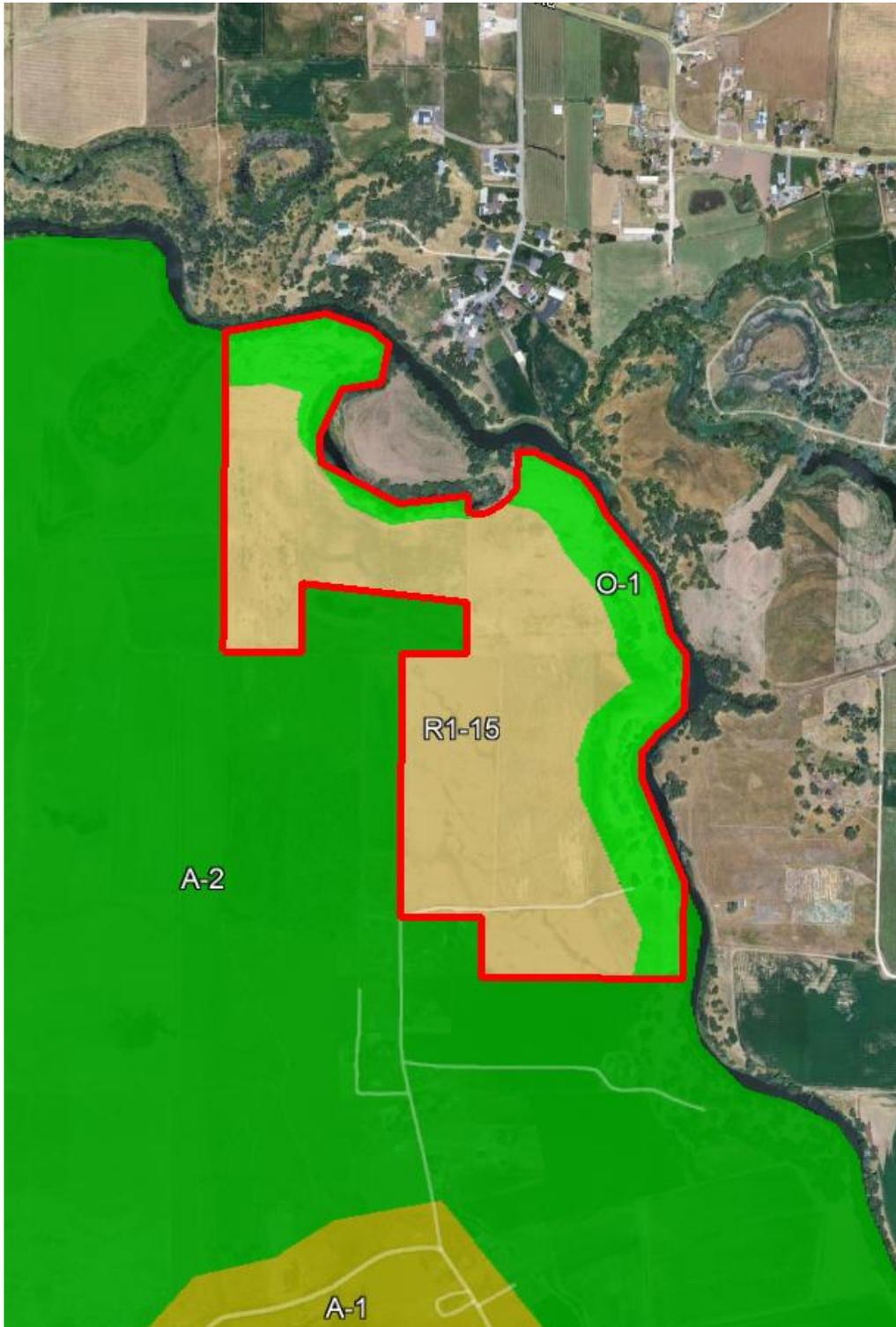
**Graphic Representation of the Property and the Rezone**

Zone map prior to rezone:



**Exhibit A (Cont.)**

Zone map after rezone:



**Exhibit B**

Written Description of Rezone

**R1-20 zone legal description.** All of the following less and excepting all area within the described O-1 zone:

Parcel #: **150280049**

PART OF THE NORTH HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT CENTER OF SAID SECTION 9 AND RUNNING THENCE NORTH 89D15'27" WEST 181.50 FEET ALONG THE QUARTER SECTION LINE, THENCE NORTH 0D51'29" EAST 1963.33 FEET TO THE CHANNEL OF RIVER, THENCE THE FOLLOWING TEN (3) COURSES ALONG SAID CHANNEL OF RIVER, (1) NORTH 82D13'27" EAST 457.93 FEET (2) NORTH 89D15'23" EAST 233.23 FEET, (3) SOUTH 71D56'20" EAST 170.94 FEET TO THE OLD CHANNEL OF RIVER, THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE OLD CHANNEL OF RIVER, (1) SOUTH 37D10'59" EAST 222.20 FEET, (2) SOUTH 10D23'44" WEST 184.63 FEET, (3) SOUTH 81D34'43" WEST 247.99 FEET, (4) SOUTH 26D40'32" WEST 327.20 FEET, (5) SOUTH 6D35'23" EAST 153.19 FEET, (6) SOUTH 61D30'49" EAST 526.19 FEET, (7) NORTH 83D59'38" EAST 434.06 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, THENCE SOUTH 0D51'31" WEST 638.64 FEET ALONG SAID EAST LINE TO AN EXISTING FENCE, THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID FENCE, (1) NORTH 82D48'56" WEST 571.68 FEET, (2) NORTH 83D59'27" WEST 442.90 FEET, (3) SOUTH 0D02'46" WEST 415.59 FEET TO THE QUARTER SECTION LINE THENCE NORTH 89D15'27" WEST 300.32 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Parcel #: **150280071**

AREA BETWEEN 15-028-0019 AND THE BROW/UPPER BANK OF THE OLD WEBER RIVER CHANNEL. PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN MONUMENTED WITH A WEBER COUNTY ALUMINIUM CAP, THENCE NORTH 03D56'16" WEST 1779.92 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, THENCE NORTH 86D03'44" EAST 963.77 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE ALONG THE BOUNDARY OF WARRANTY DEED RECORDED IN THE WEBER COUNTY RECORDERS OFFICE UNDER E#3225236 ON MARCH 22, 2022 THE NEXT SIX COURSES: 1) THENCE SOUTH 10D23'44" WEST 226.81 FEET, 2) THENCE SOUTH 81D34'43" WEST 247.99 FEET, 3) THENCE SOUTH 26D40'32" WEST 327.20 FEET, 4) THENCE SOUTH 06D35'23" EAST 153.19 FEET, 5) THENCE SOUTH 61D30'49" EAST 526.19 FEET 6) THENCE NORTH 83D59'38" EAST 365.31 FEET 7) THENCE NORTH 00D00'00" WEST 62.74 FEET 8) THENCE NORTH 18D22'18" EAST 365.63 FEET TO THE CENTER OF THE MAIN CHANNEL OF THE WEBER RIVER AS DEFINED BY RIVER SIDE ESTATES (WEBER COUNTY RECORDERS OFFICE BOOK 04 PAGE 005) THENCE ALONG SAID CENTER OF MAIN CHANNEL THE NEXT TWO COURSES: 1) THENCE SOUTH 43D59'42" EAST 175.84 FEET, 2) THENCE SOUTH 87D10'07" EAST 73.16 FEET, THENCE SOUTH

01D06'19" WEST 205.87 FEET, THENCE ALONG THE BRIM/UPPER BANK OF THE OLD WEBER RIVER CHANNEL THE NEXT TWENTY FOUR COURSES: 1) THENCE SOUTH 33D51'33" WEST 47.75 FEET, 2) THENCE SOUTH 46D24'48" WEST 94.81 FEET, 3) THENCE SOUTH 64D40'00" WEST 108.21 FEET, 4) THENCE SOUTH 83D31'15" WEST 53.45 FEET, 5) THENCE NORTH 74D14'44" WEST 65.63 FEET, 6) THENCE NORTH 38D21'09" WEST 23.58 FEET, 7) THENCE NORTH 63D51'01" WEST 34.19 FEET, 8) THENCE SOUTH 76D30'56" WEST 216.77 FEET, 9) THENCE NORTH 82D26'43" WEST 33.76 FEET, 10) THENCE SOUTH 61D30'58" WEST 67.33 FEET, 11) THENCE NORTH 81D08'42" WEST 88.25 FEET, 12) THENCE NORTH 62D06'52" WEST 46.11 FEET, 13) THENCE NORTH 11D28'50" WEST 37.75 FEET, 14) THENCE NORTH 53D23'26" WEST 34.59 FEET, 15) THENCE NORTH 65D47'27" WEST 160.79 FEET, 16) THENCE SOUTH 84D14'51" WEST 23.58 FEET, 17) THENCE NORTH 50D46'04" WEST 71.33 FEET, 18) THENCE NORTH 65D23'41" WEST 112.56 FEET, 19) THENCE NORTH 19D13'06" WEST 206.96 FEET, 20) THENCE NORTH 00D21'38" EAST 141.95 FEET, 21) THENCE NORTH 20D03'35" EAST 159.36 FEET, 22) THENCE NORTH 39D07'57" EAST 86.21 FEET, 23) THENCE NORTH 64D58'36" EAST 140.06 FEET, 24) THENCE SOUTH 83D58'39" EAST 69.58 FEET THENCE NORTH 23D45'53" EAST 272.45 FEET TO THE CENTER OF MAIN CHANNEL OF THE WEBER RIVER, THENCE SOUTH 47D54'14" EAST 114.06 FEET ALONG SAID CENTER OF MAIN CHANNEL TO THE POINT OF BEGINNING. CONTAINING 5.829 ACRES MORE OR LESS.

Parcel #: **150280005**

PART OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE WEST 6.42 CHAINS; THENCE SOUTH 2D EAST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.21 CHAINS TO EAST LINE OF SECTION; THENCE NORTH 19.4 CHAINS TO BEGINNING. CONTAINING 10.42 ACRES. TOGETHER WITH A RIGHT-OF-WAY BEGINNING ON THE WEST LINE OF 33 FOOT LANE 912.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 122 RODS ALONG LANE; THENCE EASTERLY 68.48 RODS; THENCE SOUTH 20 FEET; THENCE WESTERLY 67.27 RODS TO A POINT 20 FEET EAST OF WEST SIDE OF LANE; THENCE SOUTH 80.25 RODS; THENCE EAST TO EAST SIDE OF 33 FOOT LANE; THENCE SOUTH 41.75 RODS TO ROAD; THENCE WEST 33 FEET TO BEGINNING. AS DESCRIBED IN THE QUIT CLAIM DEED DATED MARCH 7, 1936 AND RECORDED JUNE 4, 1936 IN BOOK 126 OF DEEDS AT PAGE 527. SUBJECT TO A RESERVATION OF A COMMON USE OF THE ABOVE DESCRIBED RIGHT-OF-WAY AND A 20 FOOT RIGHT-OF-WAY ADJOINING THE EAST TERMINUS OF THE ABOVE DESCRIBED RIGHT-OF-WAY; RUNNING EASTWARD TO THE EAST LINE OF SAID SECTION 9 FOR ACCESS TO SECTION 10, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY. (E #1647400, MAP E #1652953, BOOK 50, PAGE 10)

Parcel #: **150280006**

PART SOUTHEAST QUARTER SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 41.75 RODS NORTH FROM SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 1228.69 FEET; THENCE NORTH 0D56'30" EAST 362.32 FEET TO THE NORTHEAST CORNER OF MCFARLAND SUBDIVISION, THENCE EAST ALONG THE SOUTH LINE OF A 60 FOOT STRIP (E#1719913) TO A POINT NORTH 55D49'58" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03D08'19" EAST 1525.19 FEET, MORE OR LESS, TO THE

NORTH LINE OF SAID SOUTH-EASTERLY QUARTER; THENCE EAST ALONG SAID NORTH LINE 61.52 FEET, MORE OR LESS, THENCE SOUTH 2D WEST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.25 CHAINS; THENCE SOUTH TO THE PLACE OF BEGINNING. SUBJECT TO R-O-W (126-527).

Parcel #: **150280046**

PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 82D13'14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07D46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET; THENCE NORTH 89D03'35" WEST 664.65 FEET; THENCE NORTH 00D46'24" EAST 1526.76 FEET; THENCE SOUTH 89D13'33" EAST 391.42 FEET; THENCE NORTH 01D01'53" EAST 50.71 FEET; THENCE SOUTH 89D03'[35"] EAST 835.86 FEET; THENCE SOUTH 00D56'25" WEST 48.29 FEET; THENCE SOUTH 03D08'19" WEST 1465.19 FEET TO THE POINT OF BEGINNING. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.

Parcel #: **150280047**

A 60 FOOT WIDE STRIP OF GROUND WHICH IS PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, THE NORTHERLY BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH [82]D13'14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07D46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET; THENCE NORTH 89D03'35" WEST 664.65 FEET. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.

**O-1 zone description.** Less and excepting Parcel 15-028-0019 and Parcel 15-028-0071, the strip of unincorporated Weber County that is between the Marriott-Slaterville city limits and a line that runs parallel to, but is 300 feet westerly of, the Weber River's ordinary high water, and is bounded by the southern boundary line of Parcel 15-028-0006 and the western boundary of Parcel 15-028-0049.

COUNTY COMMISSION (FINAL) DRAFT – MINOR EDITS FOR GRAMMAR, FORMAT, OR SCRIVENERS  
ERRORS MAY OCCUR PRIOR TO SIGNATURES.

**DEVELOPMENT AGREEMENT**  
**Between**  
**WEBER COUNTY, UTAH**  
**and**  
**HERITAGE LAND HOLDINGS, LLC**  
**for the**  
**LOMOND VIEW DEVELOPMENT**

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## **DEVELOPMENT AGREEMENT**

### **Lomond View Subdivision**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Heritage Land Holdings, LLC ("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 A-2 and Master Developer desires to rezone the Property to the R1-15 and O-1 zones 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-K** are hereby incorporated into this Agreement.

### **2. Effective Date, Expiration, Termination.**

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

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

**2.1.2.** The recordation of this Agreement; or

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

**2.2. Expiration and Zone Reversion.**

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

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

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

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

**2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities.**

Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering,

screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.2.3. Term.** This agreement expires ten years after the Effective Date.

**2.2.3.1.** 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 5 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 Heritage Land Holdings, LLC 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. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.27. **Parties** means the Master Developer and the County, including their Successors.
- 3.28. **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.
- 3.29. **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.
- 3.30. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.31. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.32. **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.
- 3.33. **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.
- 3.34. **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.
- 3.35. **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.
- 3.36. **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.
- 3.37. **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.

- 3.38. **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.
- 3.39. **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.
- 3.40. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.41. **Subdivision Application** means the application to create a Subdivision.
- 3.42. **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 all 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 in effect on the Approval Date, and other matters specifically addressed in this Agreement, 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.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.
- 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 Master Developer 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 Master Developer or 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 requirements of Code Section 106-2-1.020 "Connectivity-Incentivized Subdivision," and which provides a linear park along the Weber River with improvements set forth herein.

**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. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including that in the O-1 zone, to be included in the density calculation.

**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. Prelim Plat and 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. Phases shall not be configured to leave a gap between the Phase and a nearby required Improvement unless the County Engineer can find that there is a reasonable explanation for the gap that is not related to the avoidance of a timely installation of, or financial hardship for,

said Improvement.

- 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. **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. **Escrow for Street.** Master Developer shall escrow the total value to acquire and construct 700 North Street, from the western edge of the Property to 4300 West Street, to County standards. This escrow shall be reevaluated and updated/replenished by the Master Developer annually to compensate for market fluctuations and inflation.
    - 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 such a fence or wall is provided in **Exhibit G – Street Fencing/Wall 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 unless specifically approved by the Planning Commission as an administrative action.

**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.

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

**8.5.7.1. Master Developer Controlled:**

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

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

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

**8.5.7.1.2.2.** volunteers to be responsible for tree care, pursuant to **Section 8.5.7.1.3**, for an additional two years after the end of the warranty period.

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

**8.5.7.1.4. 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.

**8.5.7.2. County Controlled:**

**8.5.7.2.1.** At Master Developer's expense, County shall 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 and reasonable costs for tree replacements based on the average rate of establishment failure 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. For this alternative, County agrees to waive the required warranty period for the trees.

**8.5.7.2.2.** 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 an appropriate and operating irrigation mechanism is.

**8.5.7.2.3.** 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.

**8.5.7.2.4.** 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.

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

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

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

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

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

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

**8.5.9.1. 3600 West Street Offsite Improvements.** Developer agrees to improve 3600 West Street to the County's minimum required asphalt width.

**8.5.9.2. Reserved.**

**8.5.9.3. Reserved.**

**8.5.9.4. Reserved.**

**8.5.10. Secondary Egress.**

**8.5.10.1.** Except as otherwise specified herein, 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.** Until a second street connection that is compliant with minimum county standards is constructed and accepted by the County, in order to plat lots that increase the number of residential lots along 3600 West Street north of 400 S greater than 30 lots or residences, the Developer agrees to provide for the following:

- 8.5.10.2.1. An emergency egress from the Project to the greater interconnected street network, and that does not double back onto 3600 West, shall be fully constructed to the minimum 20-foot paved travel surface width or as otherwise required by the local fire authority; and example of such is provided in **Exhibit K**;
- 8.5.10.2.2. A 10-percent warrantee guarantee escrow is provided to the County to assure performance of the egress for at least one year;
- 8.5.10.2.3. The egress shall remain ungated;
- 8.5.10.2.4. The egress is fully operational and accessible for emergency use by any member of the public at any time;
- 8.5.10.2.5. The egress is operated and maintained, including regular snow removal, by Master Developer, or at the option of Master Developer, a homeowners association, community foundation, or similar, throughout development of the Project; and
- 8.5.10.2.6. The egress is approved by the local fire authority.

**8.6. Non-Public Landscaping to be Water-Wise.** 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. **Lawns.** No more than 20 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.
- 8.6.1.2. **Mulched Areas.** Mulched areas shall be mulched to a depth of at least four inches. Mulch may include organic materials such as wood chips, bark, and compost. It may also include inorganic materials such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.
- 8.6.1.3. **Shrub Bed Watering.** Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid system or point-source emitters that provide water directly to the base of each plant.

**8.6.2. 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.**

**8.7. Utilities.**

**8.7.1. Burying Utilities.** Master Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the Property and within any right-of-way adjacent to the Property. 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.
- 8.7.2.4. Gravity Sewer Collection Lines.** Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County. With the intent of reducing reliance on and maintenance of County controlled sewer lift stations and associated facilities, Master Developer agrees to extend gravity sewer infrastructure as far as reasonably practicable.
- 8.7.2.5. Sewer Lift Station and Pressurized Collection Lines.** Master Developer agrees to install, or cause to be installed, a sewer lift station on the property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main. The facilities shall be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise required by the County Engineer.
- 8.7.2.6. Reserved.**
- 8.7.2.7. Reserved.**
- 8.7.3. Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit

for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure sufficient water necessary for both culinary and secondary needs for each subdivision plat prior to recordation of the subdivision plat.

**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. Reserved.**

**8.7.5. Reserved.**

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

**8.8.1. Reserved.**

**8.8.2. Park Dedication.** As Master Developer's Public Park Open Space acreage contribution, Master Developer agrees to dedicate the entire Weber River linear park area ("Public Park Open Space") to the County with the first subdivision plat recorded within the Property. The County shall have the right to convey the Public Park Open Space to the Taylor West Weber Park District (the Park District), or similar, entity, thereafter. The width of the Public Park Open Space shall be no less than 300 feet from ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

**8.8.2.1. Reserved.**

**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. Reserved.**

**8.8.2.4. Reserved.**

**8.8.2.5. Reserved.**

**8.8.2.6. Reserved.**

**8.8.2.7. Reserved.**

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

**8.8.3.1. Reserved.**

**8.8.3.2. Park Detail Submittal.** With the first subdivision plat or improvement drawings, provide site specific detail of the Public Park Open Space. The detail shall provide location, configuration, and construction detail of required Improvements.

**8.8.3.3. Public Park Open Space Financial Guarantee.** The Public Park Open Space Improvements shall be included in the first subdivision plat's financial guarantee regardless of ownership.

**8.8.3.4. Reserved.**

**8.8.3.5. Weber River Corridor.** The Public Park Open Space improvements shall include a completed Weber River Parkway Trail. The trail shall be constructed to the cross section standards illustrated in **Exhibit J – Weber River Parkway Trail**. At least eight pathway-adjacent benches, affixed to the ground, shall be installed along the trail. The benches shall be relatively evenly spread out, or in a location as determined by the Park District, if applicable.

**8.8.3.5.1. Reserved.**

**8.8.3.5.2. Reserved.**

**8.8.3.5.3. Reserved.**

**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 with native species 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. Reserved.**

**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 when in compliance



- 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 and provisions as set forth in **Section 8.5.6** and **Section 8.5.7**.
- 8.9.2.3. Non-Street Adjacent Pathway Landscaping.** For a pathway or pathway right-of-way that is not within a street right-of-way but abuts one or more lots, 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 or similar entity. 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.

**8.9.2.7. Reserved**

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

**8.9.3.1. Quantity.** Master Developer agrees to construct two trailheads in the locations as generally illustrated in Exhibit C – Concept Plan.

**8.9.3.2. Parking.** Paved access and a vehicle parking lot sufficient to provide off-street parking spaces for at least 15 typical passenger vehicles and six large vehicles or vehicles with trailers. The parking lot shall be configured in a manner that it can be expanded later.

**8.9.3.3. Amenities.** The trailhead shall at a minimum have the following amenities.

**8.9.3.3.1.** A bicycle fix-it stand.

**8.9.3.3.2.** A drinking fountain or water bottle filling station.

**8.9.3.3.3.** A bench.

**8.9.3.4. Restroom.** At least one sewerer restroom building with no less than two single-use toilet facilities.

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

**8.9.3.6. Trailhead Utilities.** The following minimum trailhead utilities shall be installed.

**8.9.3.6.1.** Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary

water needs of the trailhead.

**8.9.3.6.2.** Sewer connection sufficient for the sewer needs of the trailhead.

**8.9.3.6.3.** Electrical connections sufficient for the electrical needs of the trailhead.

**8.9.3.6.4.** Sufficient water rights or shares necessary to provide for the culinary and secondary water needs of each trailhead.

**8.9.3.7. Project Specific Trailhead Improvements and Considerations.**

**8.9.3.7.1.** Before or simultaneous to platting the first lot or residential dwelling unit, Master Developer shall complete the required trailhead improvements for the first trailhead. The first trailhead shall be the trailhead that is closest to the first plat.

**8.9.3.7.2.** Before or simultaneous to platting the 300<sup>th</sup> lot or residential dwelling unit, or when platting within 100 feet of the 300-foot Weber River corridor, Master Developer shall complete the required trailhead improvements for the second trailhead.

**8.10. 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. Lot Development Standards.** The site development standards of the R1-15 zone shall apply except as modified as follows or as provided in **Exhibit I – Bungalow Lot Detail**:

**8.12.1.** The minimum lot area in Section 104-12-5.020 shall be modified from 6,000 square feet to 5,000 square feet.

**8.12.2.** The minimum lot width and frontage in Section 104-12-5.030 shall be modified from 60 feet to no less than 50 feet.

**8.12.3.** The minimum side yard setback for a dwelling pursuant to **Section 104-12-5.050** shall be modified to be no less than five feet. All other setback standards of that section apply

**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.



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.** Reserved.
  - 10.1.2.** Reserved.
  - 10.1.3.** Reserved.
  - 10.1.4.** Installation of required street and pathway trees and landscaping, as specified in **Section 8.5.7.1.4**, if applicable. Installation of required Weber River Parkway Trail improvements, as specified in **Section 8.8.3.6.3**.
  - 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.** Reserved.
  - 10.2.2.** If applicable, written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.4**.
  - 10.2.3.** Reserved.
- 10.3. Reserved.**
- 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.
  - 11.4.1. Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned

but shall remain responsible for the performance of any obligations that were not assigned. Unless approved otherwise by the County, the only rights and responsibilities assignable under partial assignments are the rights and responsibilities pertaining to development within the assigned area, and Master Developer retains all other rights and responsibilities that pertain to the project not located within the assigned area, including any applicable offsite improvements.

- 11.4.1.1. Development within an assigned area is prohibited until and unless all infrastructure required to serve the assigned area is installed and operational. No development applications shall be submitted until such time.
- 11.4.1.2. Development within an assigned area is prohibited until and unless all of the required Public Park Open Space area has been dedicated for the Weber River Corridor Park. No development applications shall be submitted until such time.
- 11.4.1.3. After any partial assignment of the Project, a cash escrow equal to \$7,500 per residential lot shall be submitted to the County with or prior to recordation of any plat in the Project. The escrow funds shall be held as financial assurance for the installation of the required Public Park Open Space improvements.

**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." 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. 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. 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 Heritage Land Holdings, LLC. 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.

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### **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

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### **If to Master Developer:**

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

**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.

**13.1.2. Default Resolution Required.** In the event of Default by Master Developer, the County agrees any declaration of Default shall be executed by passing a resolution that declares the Default.

**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)

**17. 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”**

**Heritage Land Holdings, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Master Developer Acknowledgment**

State of Utah )  
 )ss.

County of Davis )

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

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public, residing in

**Exhibit A – Property Legal Description**

Parcels and Legal Description of Lots Comprising Lomond View

Parcel #: **150280049**

PART OF THE NORTH HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT CENTER OF SAID SECTION 9 AND RUNNING THENCE NORTH 89D15'27" WEST 181.50 FEET ALONG THE QUARTER SECTION LINE, THENCE NORTH 0D51'29" EAST 1963.33 FEET TO THE CHANNEL OF RIVER, THENCE THE FOLLOWING TEN (3) COURSES ALONG SAID CHANNEL OF RIVER, (1) NORTH 82D13'27" EAST 457.93 FEET (2) NORTH 89D15'23" EAST 233.23 FEET, (3) SOUTH 71D56'20" EAST 170.94 FEET TO THE OLD CHANNEL OF RIVER, THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE OLD CHANNEL OF RIVER, (1) SOUTH 37D10'59" EAST 222.20 FEET, (2) SOUTH 10D23'44" WEST 184.63 FEET, (3) SOUTH 81D34'43" WEST 247.99 FEET, (4) SOUTH 26D40'32" WEST 327.20 FEET, (5) SOUTH 6D35'23" EAST 153.19 FEET, (6) SOUTH 61D30'49" EAST 526.19 FEET, (7) NORTH 83D59'38" EAST 434.06 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, THENCE SOUTH 0D51'31" WEST 638.64 FEET ALONG SAID EAST LINE TO AN EXISTING FENCE, THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID FENCE, (1) NORTH 82D48'56" WEST 571.68 FEET, (2) NORTH 83D59'27" WEST 442.90 FEET, (3) SOUTH 0D02'46" WEST 415.59 FEET TO THE QUARTER SECTION LINE THENCE NORTH 89D15'27" WEST 300.32 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Parcel #: **150280071**

AREA BETWEEN 15-028-0019 AND THE BROW/UPPER BANK OF THE OLD WEBER RIVER CHANNEL. PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN MONUMENTED WITH A WEBER COUNTY ALUMINIUM CAP, THENCE NORTH 03D56'16" WEST 1779.92 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, THENCE NORTH 86D03'44" EAST 963.77 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE ALONG THE BOUNDARY OF WARRANTY DEED RECORDED IN THE WEBER COUNTY RECORDERS OFFICE UNDER E#3225236 ON MARCH 22, 2022 THE NEXT SIX COURSES: 1) THENCE SOUTH

10D23'44" WEST 226.81 FEET, 2) THENCE SOUTH 81D34'43" WEST 247.99 FEET, 3) THENCE SOUTH 26D40'32" WEST 327.20 FEET, 4) THENCE SOUTH 06D35'23" EAST 153.19 FEET, 5) THENCE SOUTH 61D30'49" EAST 526.19 FEET 6) THENCE NORTH 83D59'38" EAST 365.31 FEET 7) THENCE NORTH 00D00'00" WEST 62.74 FEET 8) THENCE NORTH 18D22'18" EAST 365.63 FEET TO THE CENTER OF THE MAIN CHANNEL OF THE WEBER RIVER AS DEFINED BY RIVER SIDE STATES (WEBER COUNTY RECODERS OFFICE BOOK 04 PAGE 005) THENCE ALONG SAID CENTER OF MAIN CHANNEL THE NEXT TWO COURSES: 1) THENCE SOUTH 43D59'42" EAST 175.84 FEET, 2) THENCE SOUTH 87D10'07" EAST 73.16 FEET, THENCE SOUTH 01D06'19" WEST 205.87 FEET, THENCE ALONG THE BRIM/UPPER BANK OF THE OLD WEBER RIVER CHANNEL THE NEXT TWENTY FOUR COURSES: 1) THENCE SOUTH 33D51'33" WEST 47.75 FEET, 2) THENCE SOUTH 46D24'48" WEST 94.81 FEET, 3) THENCE SOUTH 64D40'00" WEST 108.21 FEET, 4) THENCE SOUTH 83D31'15" WEST 53.45 FEET 5) THENCE NORTH 74D14'44" WEST 65.63 FEET, 6) THENCE NORTH 38D21'09" WEST 23.58 FEET, 7) THENCE NORTH 63D51'01" WEST 34.19 FEET, 8) THENCE SOUTH 76D30'56" WEST 216.77 FEET, 9) THENCE NORTH 82D26'43" WEST 33.76 FEET, 10) THENCE SOUTH 61D30'58" WEST 67.33 FEET, 11) THENCE NORTH 81D08'42" WEST 88.25 FEET, 12) THENCE NORTH 62D06'52" WEST 46.11 FEET, 13) THENCE NORTH 11D28'50" WEST 37.75 FEET, 14) THENCE NORTH 53D23'26" WEST 34.59 FEET, 15) THENCE NORTH 65D47'27" WEST 160.79 FEET 16) THENCE SOUTH 84D14'51" WEST 23.58 FEET, 17) THENCE NORTH 50D46'04" WEST 71.33 FEET. 18) THENCE NORTH 65D23'41" WEST 112.56 FEET 19) THENCE NORTH 19D13'06" WEST 206.96 FEET, 20) THENCE NORTH 00D21'38" EAST 141.95 FEET, 21) THENCE NORTH 20D03'35" EAST 159.36 FEET, 22) THENCE NORTH 39D07'57" EAST 86.21 FEET, 23) THENCE NORTH 64D58'36" EAST 140.06 FEET, 24) THENCE SOUTH 83D58'39" EAST 69.58 FEET THENCE NORTH 23D45'53" EAST 272.45 FEET TO THE CENTER OF MAIN CHANNEL OF THE WEBER RIVER, THENCE SOUTH 47D54'14" EAST 114.06 FEET ALONG SAID CENTER OF MAIN CHANNEL TO THE POINT OF BEGINNING. CONTAINING 5.829 ACRES MORE OR LESS.

Parcel #: **150280005**

PART OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE WEST 6.42 CHAINS; THENCE SOUTH 2D EAST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.21 CHAINS TO EAST LINE OF SECTION; THENCE NORTH 19.4 CHAINS TO BEGINNING. CONTAINING 10.42 ACRES. TOGETHER WITH A RIGHT-OF-WAY BEGINNING ON THE WEST LINE OF 33 FOOT LANE 912.5 FEET

EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 122 RODS ALONG LANE; THENCE EASTERLY 68.48 RODS; THENCE SOUTH 20 FEET; THENCE WESTERLY 67.27 RODS TO A POINT 20 FEET EAST OF WEST SIDE OF LANE; THENCE SOUTH 80.25 RODS; THENCE EAST TO EAST SIDE OF 33 FOOT LANE; THENCE SOUTH 41.75 RODS TO ROAD; THENCE WEST 33 FEET TO BEGINNING. AS DESCRIBED IN THE QUIT CLAIM DEED DATED MARCH 7, 1936 AND RECORDED JUNE 4, 1936 IN BOOK 126 OF DEEDS AT PAGE 527. SUBJECT TO A RESERVATION OF A COMMON USE OF THE ABOVE DESCRIBED RIGHT-OF-WAY AND A 20 FOOT RIGHT-OF-WAY ADJOINING THE EAST TERMINUS OF THE ABOVE DESCRIBED RIGHT-OF-WAY; RUNNING EASTWARD TO THE EAST LINE OF SAID SECTION 9 FOR ACCESS TO SECTION 10, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY. (E #1647400, MAP E #1652953, BOOK 50, PAGE 10)

Parcel #: **150280006**

PART SOUTHEAST QUARTER SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 41.75 RODS NORTH FROM SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 1228.69 FEET; THENCE NORTH 0D56'30" EAST 362.32 FEET TO THE NORTHEAST CORNER OF MCFARLAND SUBDIVISION, THENCE EAST ALONG THE SOUTH LINE OF A 60 FOOT STRIP (E#1719913) TO A POINT NORTH 55D49'58" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03D08'19" EAST 1525.19 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH-EASTERLY QUARTER; THENCE EAST ALONG SAID NORTH LINE 61.52 FEET, MORE OR LESS, THENCE SOUTH 2D WEST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.25 CHAINS; THENCE SOUTH TO THE PLACE OF BEGINNING. SUBJECT TO R-O-W (126-527).

Parcel #: **150280046**

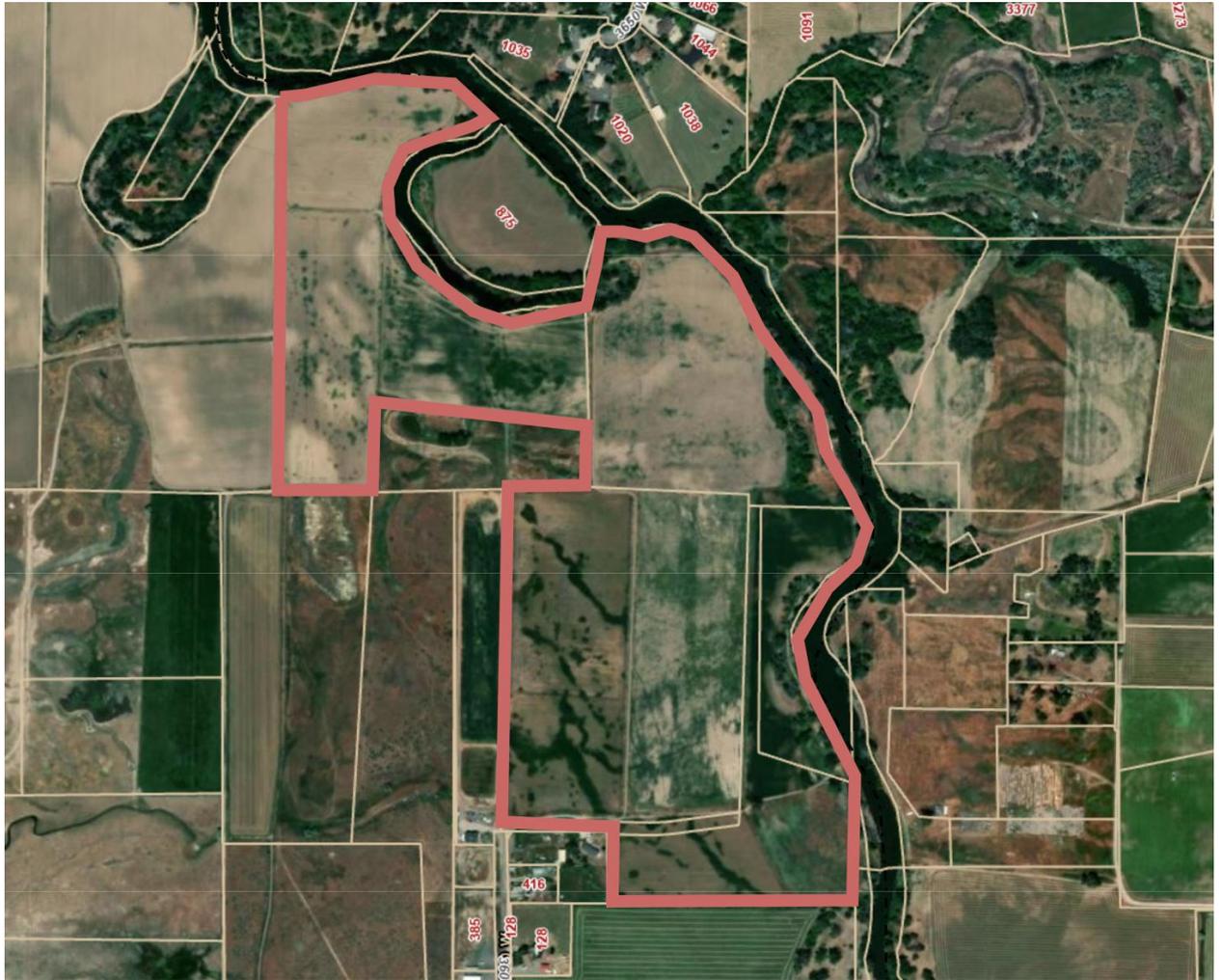
PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 82D13'14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07D46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET;

THENCENORTH 89D03'35" WEST 664.65 FEET; THENCE NORTH 00D46'24" EAST 1526.76 FEET; THENCE SOUTH 89D13'33" EAST 391.42 FEET; THENCENORTH 01D01'53" EAST 50.71 FEET; THENCE SOUTH 89D03'[35]" EAST 835.86 FEET; THENCE SOUTH 00D56'25" WEST 48.29 FEET; THENCESOUTH 03D08'19" WEST 1465.19 FEET TO THE POINT OF BEGINNING. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.

Parcel #: **150280047**

A 60 FOOT WIDE STRIP OF GROUND WHICH IS PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, THE NORTHERLY BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH [82]D13'14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07D46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET; THENCE NORTH 89D03'35" WEST 664.65 FEET. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.

**Exhibit B – Property Graphic Depiction**



**Exhibit C – Concept Plan**

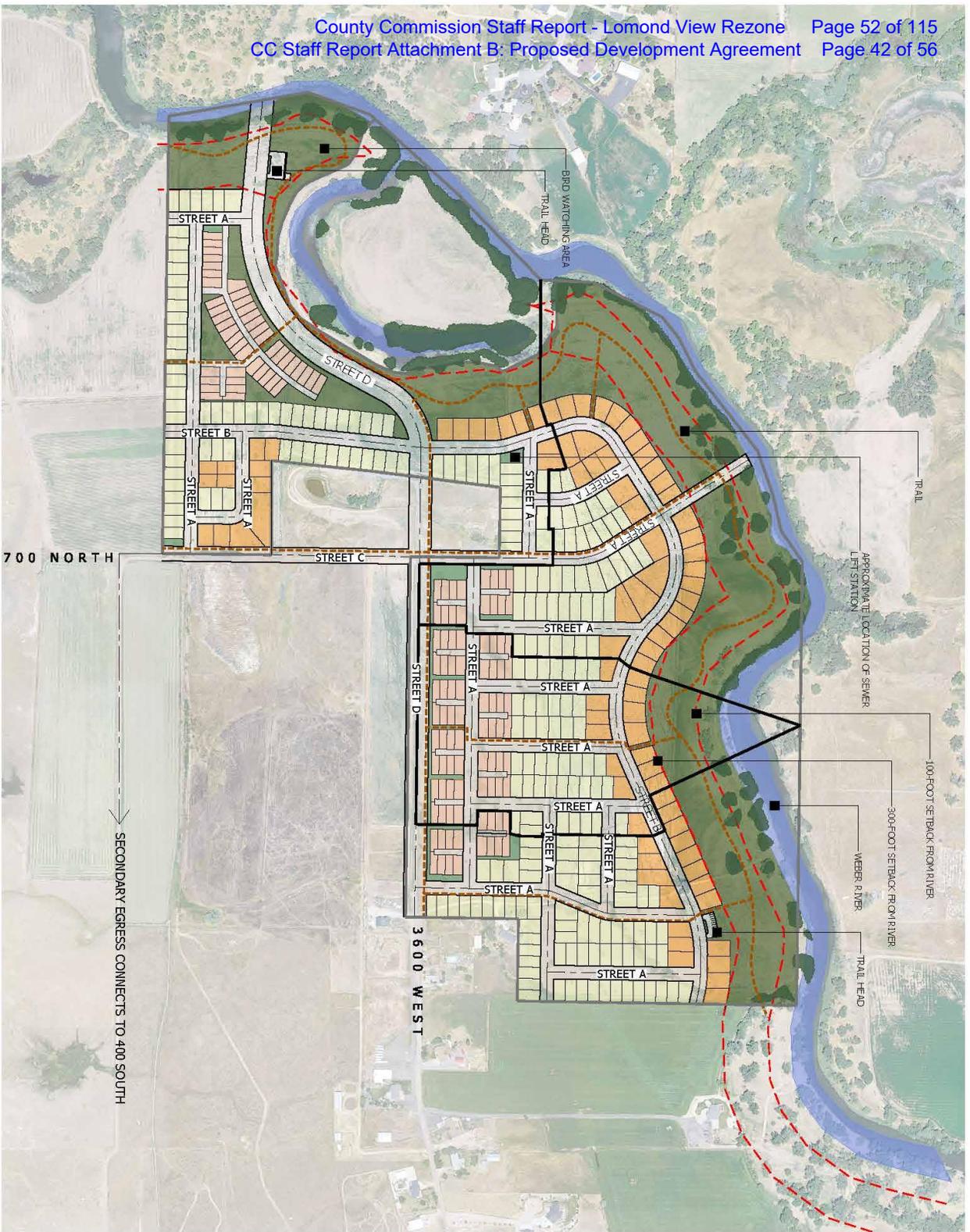
The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement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

Except as more specifically required in this Agreement, Master Developer shall have no obligation for improvements illustrated on others' parcels. If Master Developer acquires or gains control over all or part of Parcel 15-028-0053, Master Developer agrees to provide street connections to and from it to the Project's streets pursuant to the county's street connectivity requirements.



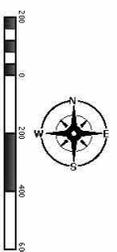
**LOMOND VIEW ESTATES**

WEBER COUNTY, UTAH



**LEGEND**

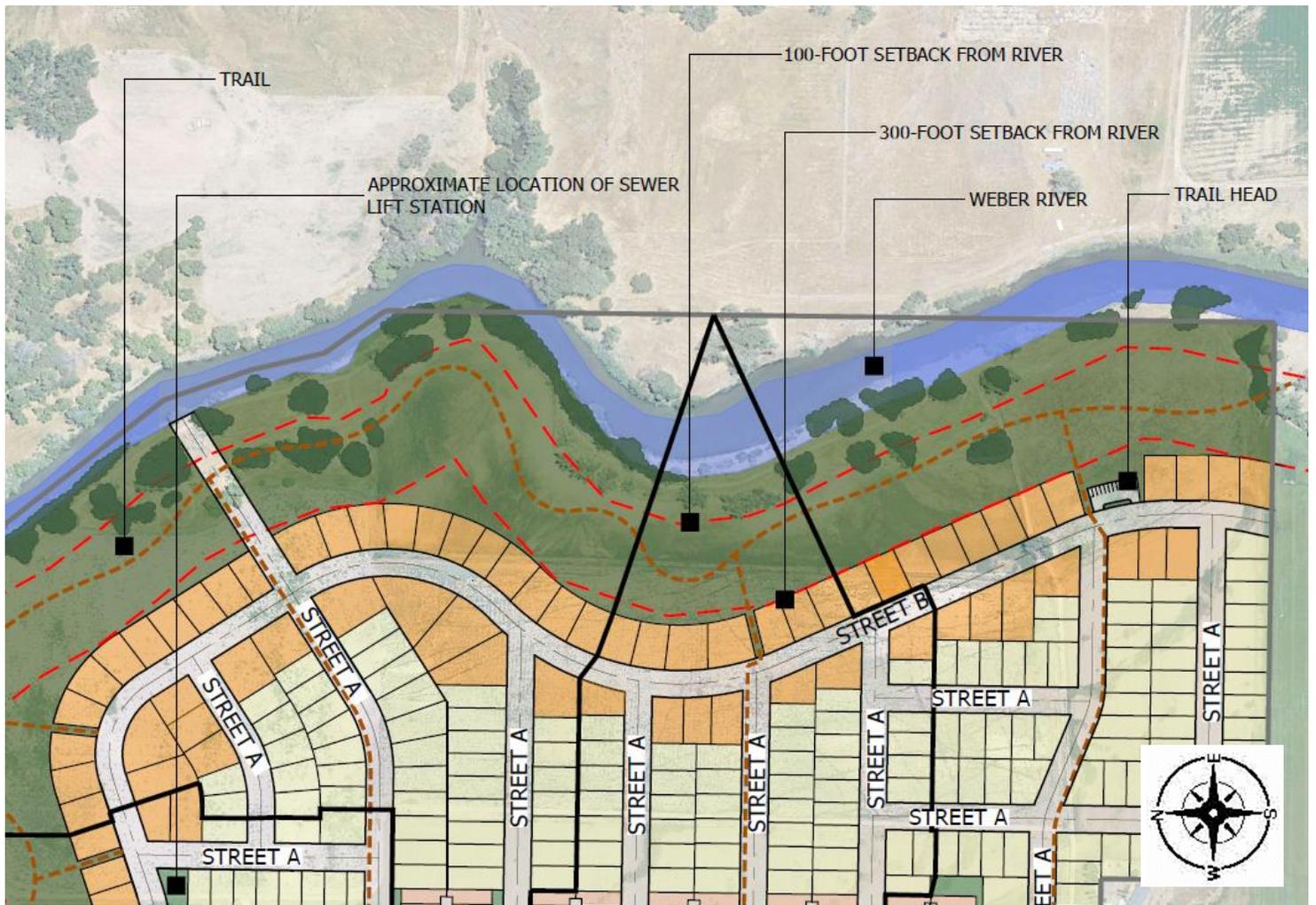
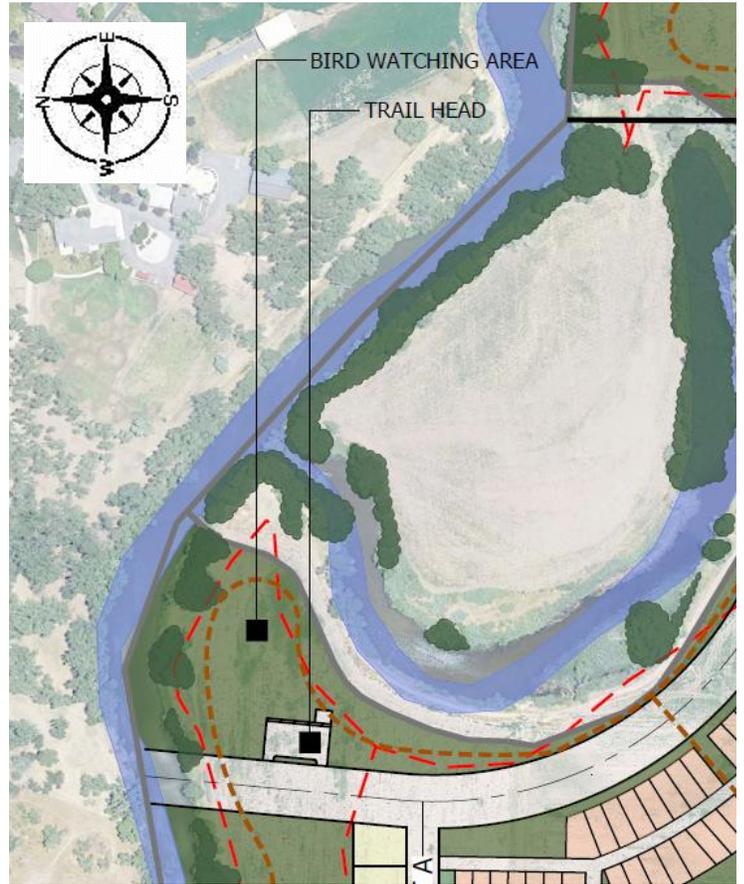
- 75-FOOT WAREHOUSES (8)
  - 50-FOOT WAREHOUSES (24)
  - BUSINESS OFFICES (13)
  - PRIVATE OPEN SPACE
  - PUBLIC OPEN SPACE
  - TOTAL UTILITIES (40)
  - SETBACK FROM RIVER
  - TRAIL
- STREET LABELS**
- STREET A - HIGH RESIDENTIAL
  - STREET B - MEDIUM RESIDENTIAL
  - STREET C - HIGH COLLECTOR
  - STREET D - MEDIUM COLLECTOR



Drawn: 15482606  
 Proj. No: 17762  
 File: 5 June 2015  
 Title: THE PLAN IS FOR INFORMATION PURPOSES ONLY

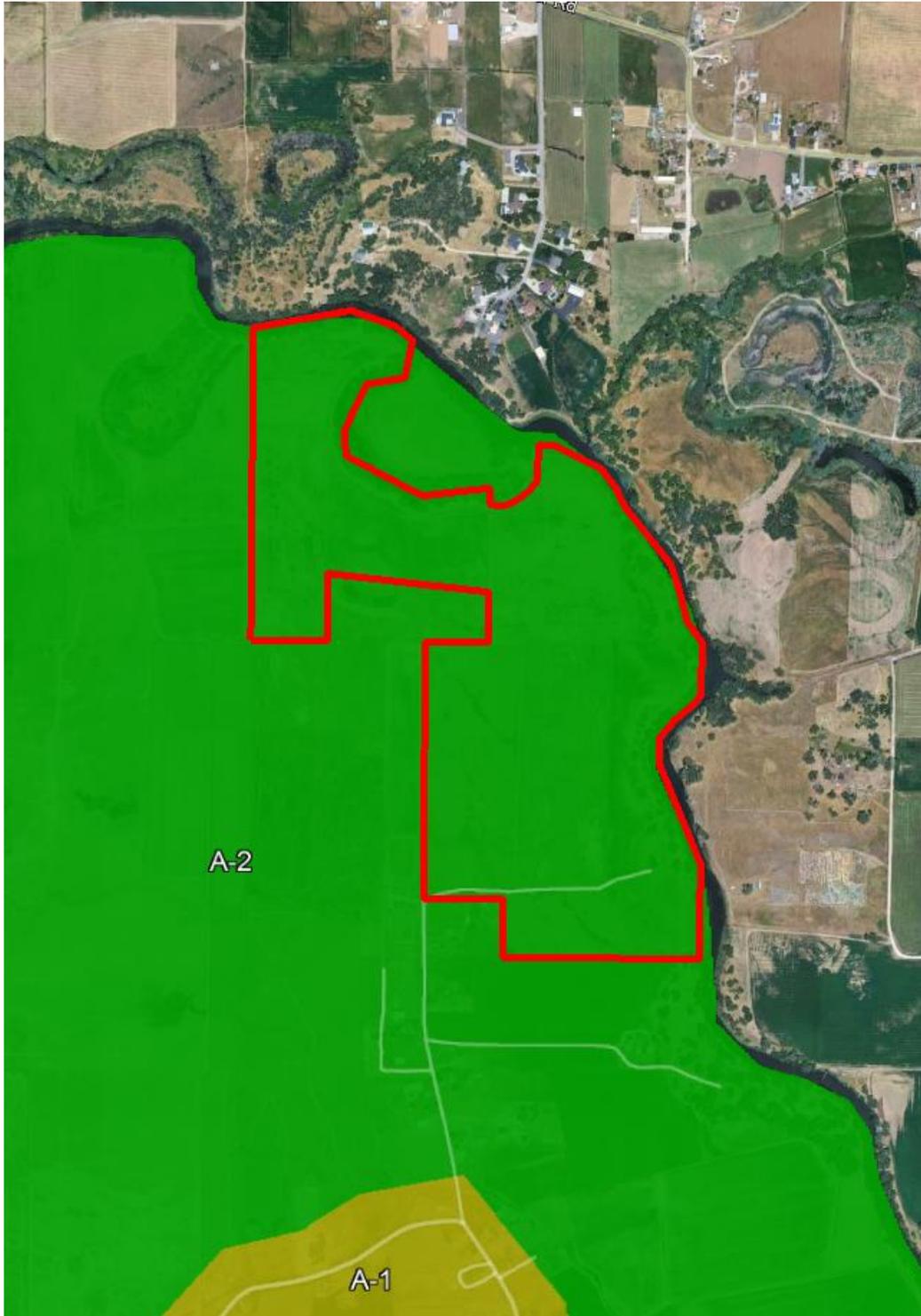
**LEGEND**

-  70-FOOT WIDE LOTS (88)
-  50-FOOT WIDE LOTS (241)
-  BUNGALOW LOTS (131)
-  PRIVATE OPEN SPACE
-  PUBLIC OPEN SPACE
- TOTAL UNITS (460)**
-  SETBACK FROM RIVER
-  TRAIL
- STREET LABELS**
- STREET A - MINOR RESIDENTIAL
- STREET B - MAJOR RESIDENTIAL
- STREET C - MINOR COLLECTOR
- STREET D - MAJOR COLLECTOR



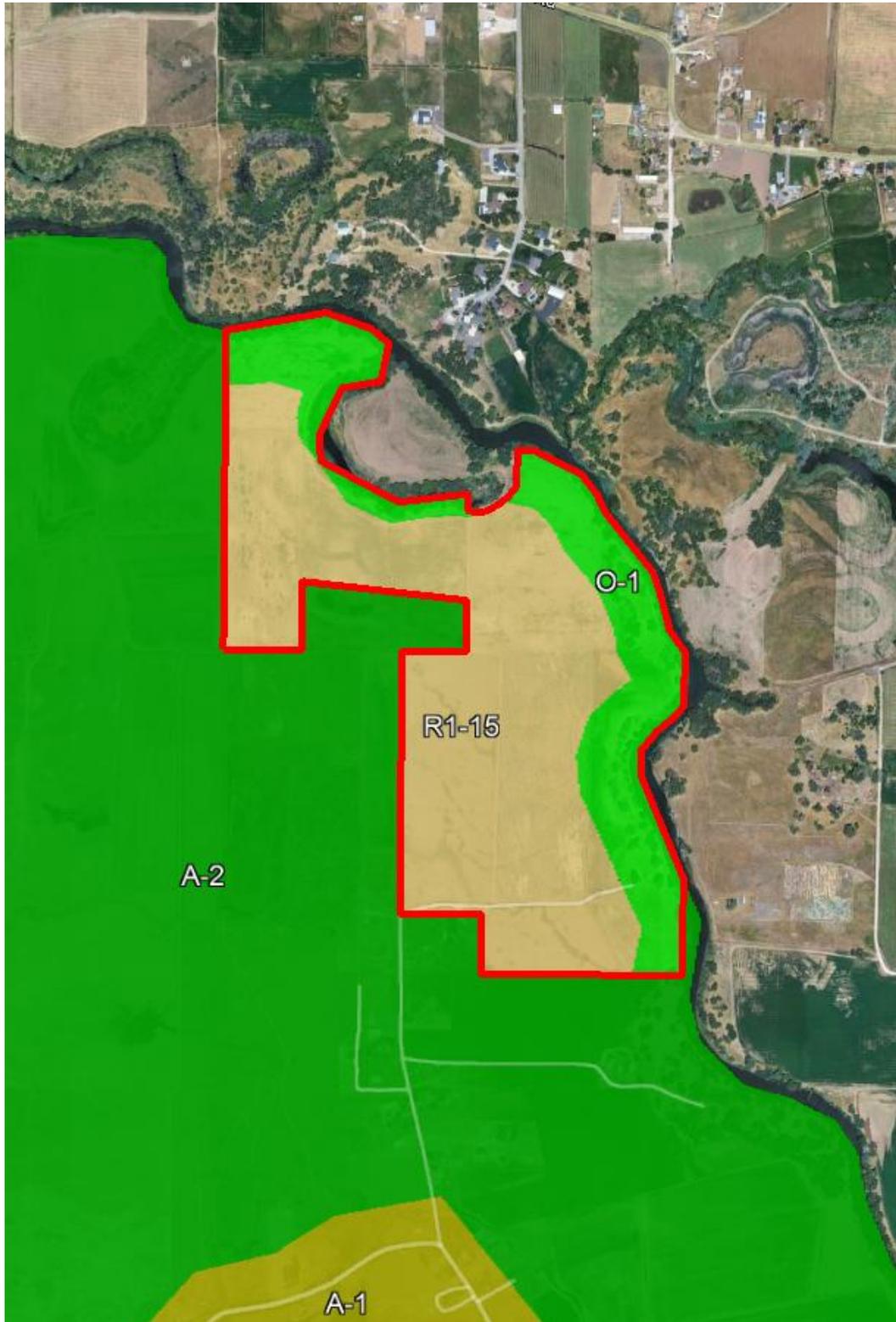
**Exhibit D – Associated Rezone Area**

Prior Zone:

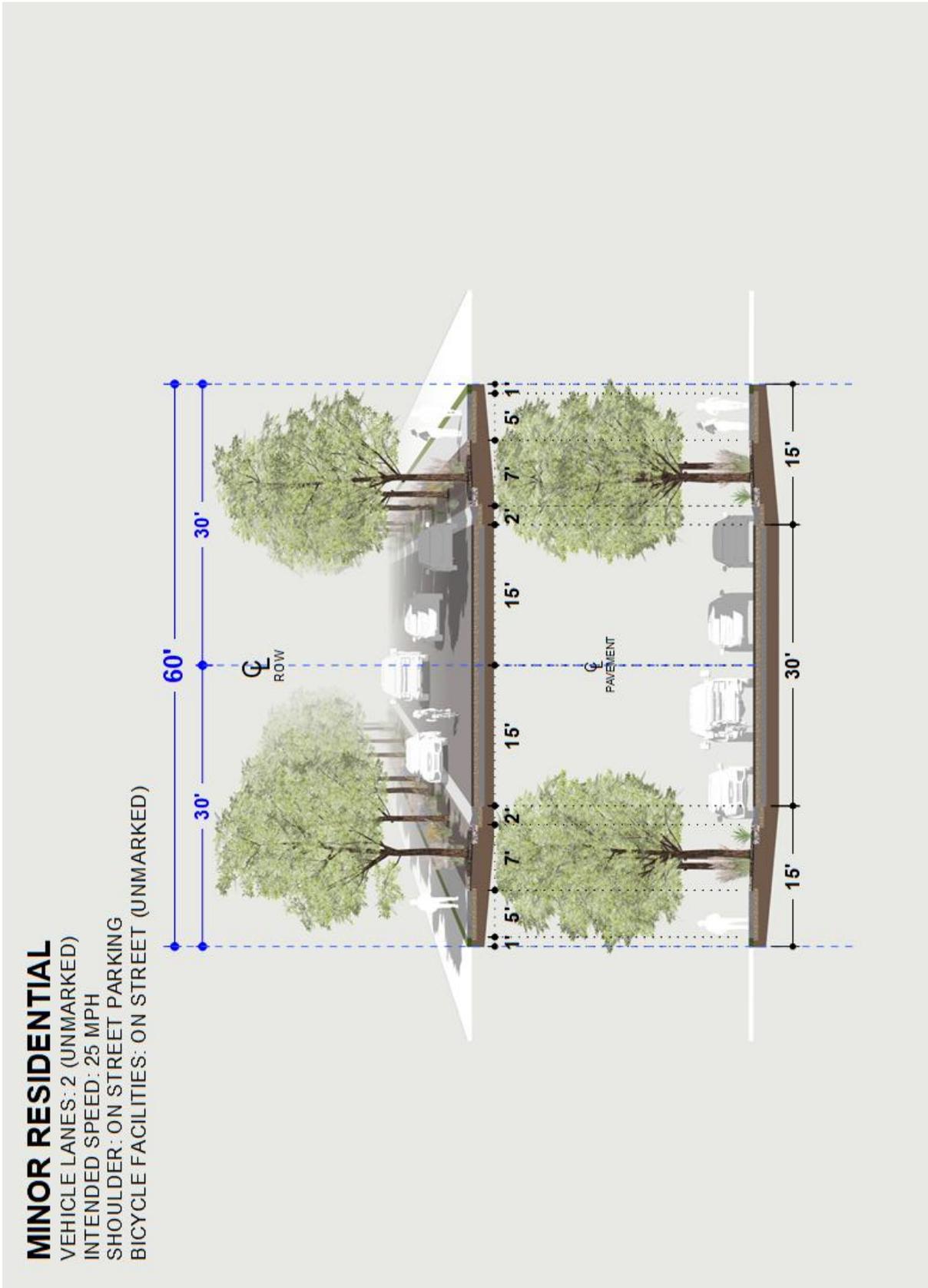


**Exhibit D – Associated Rezone Area (Cont.)**

New Zone:



**Exhibit E – Street Cross Sections**



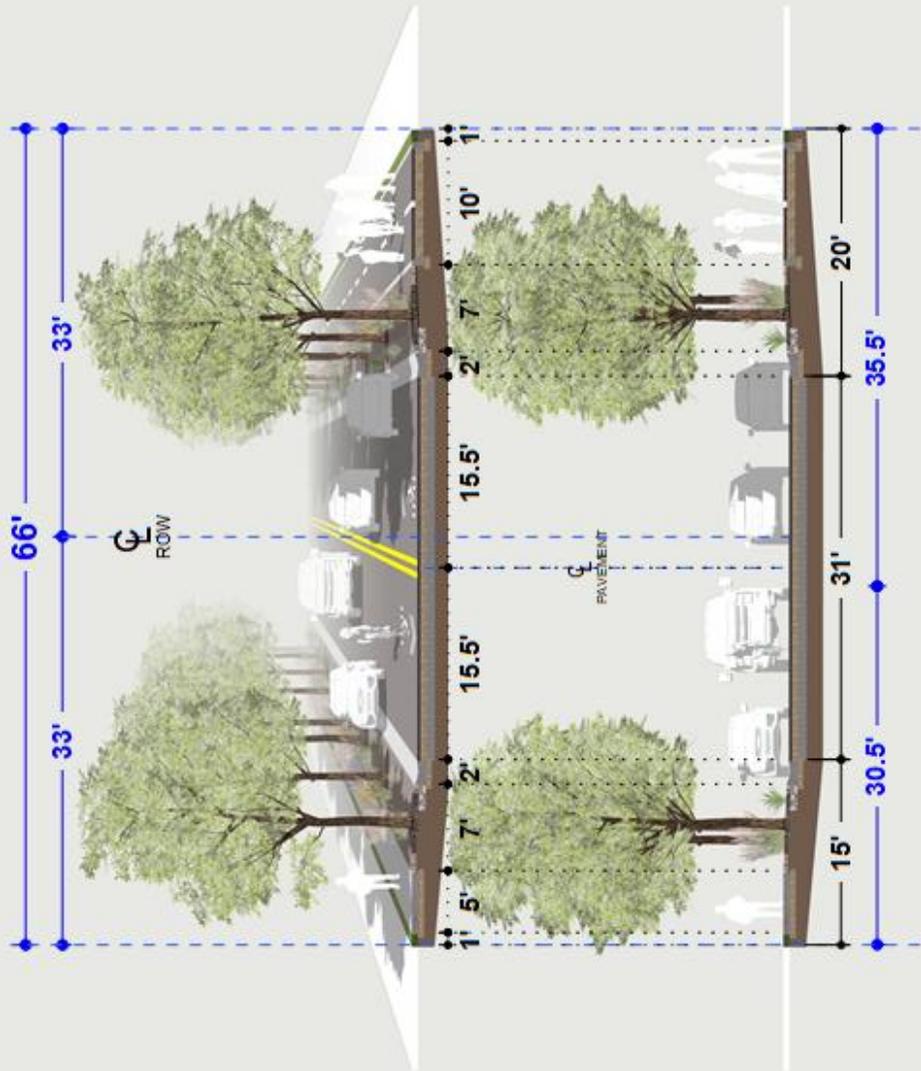
### MAJOR RESIDENTIAL

VEHICLE LANES: 2

INTENDED SPEED: 25 MPH

SHOULDER: ON STREET PARKING

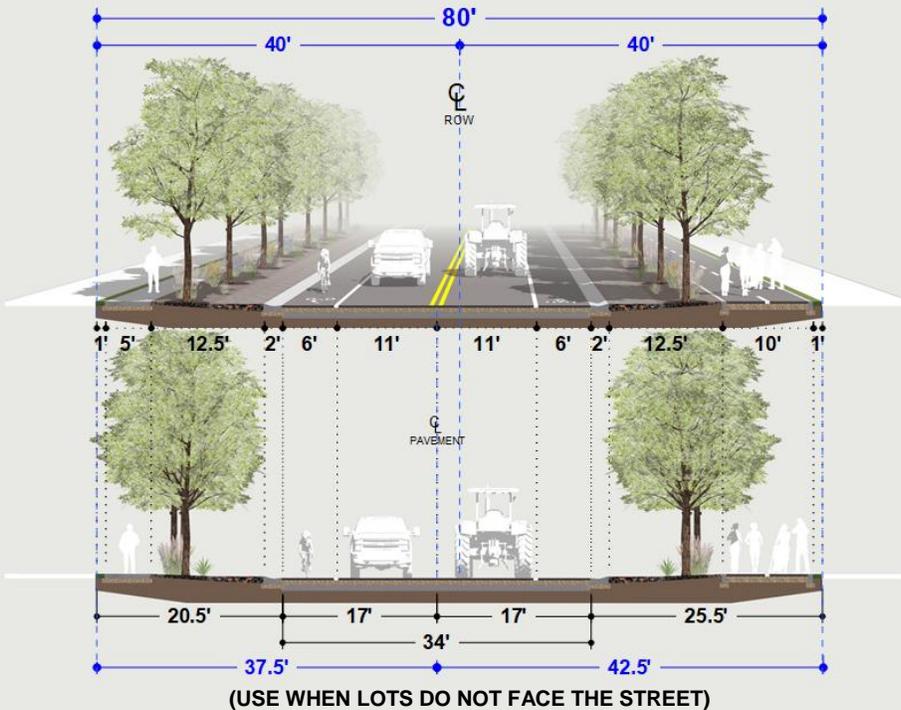
BICYCLE FACILITIES: ON STREET LANE SHARROW



**MINOR COLLECTOR**

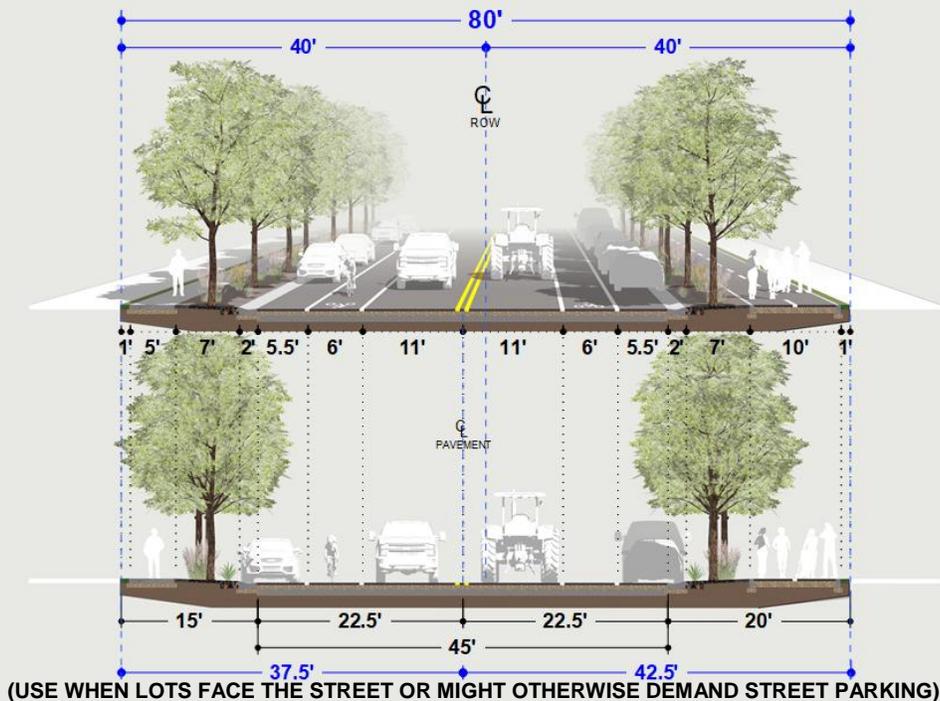
VEHICLE LANES: 2  
 INTENDED SPEED: 30-40 MPH  
 SHOULDER: BIKE LANE  
 BICYCLE FACILITIES: ON STREET BIKE LANE

**700 NORTH**



**MINOR COLLECTOR**

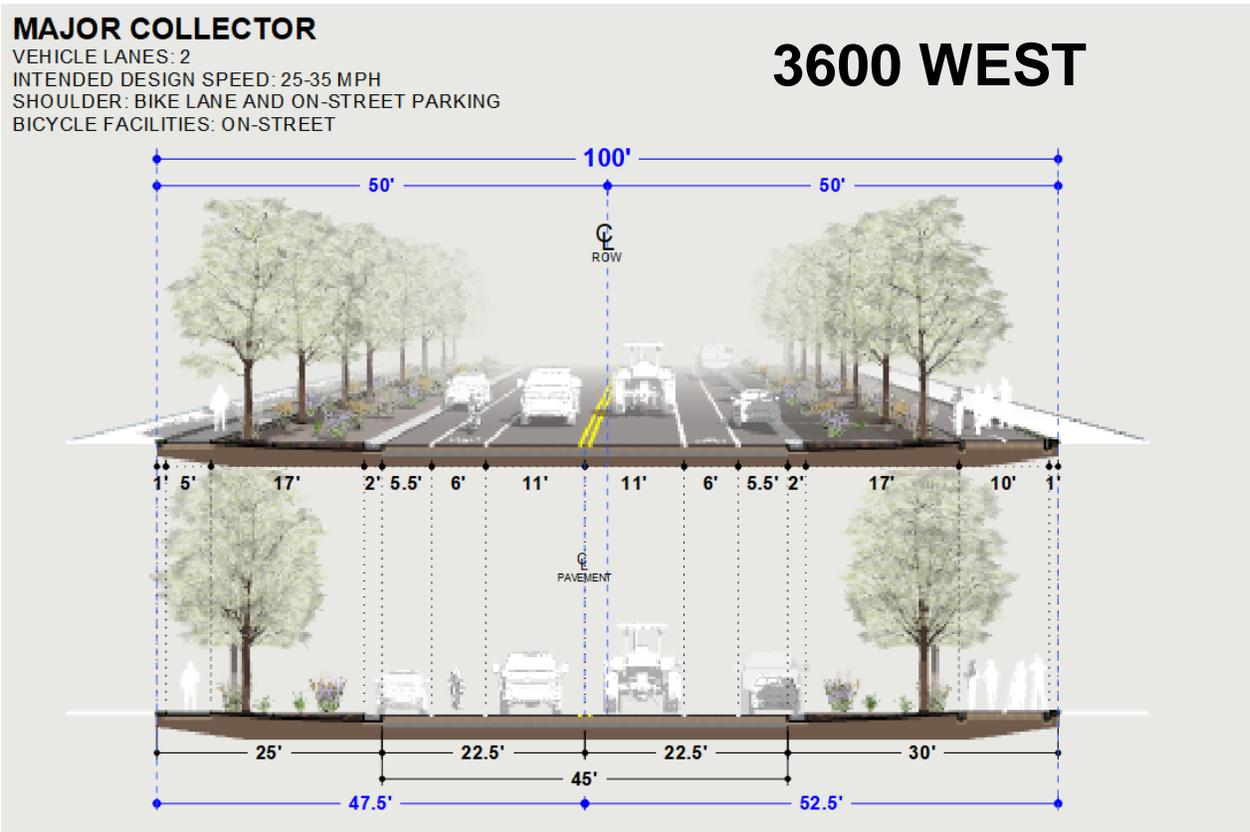
VEHICLE LANES: 2  
 INTENDED SPEED: 30-40 MPH  
 SHOULDER: BIKE LANE, ON STREET PARKING  
 BICYCLE FACILITIES: ON STREET BIKE LANE



## MAJOR COLLECTOR

VEHICLE LANES: 2  
INTENDED DESIGN SPEED: 25-35 MPH  
SHOULDER: BIKE LANE AND ON-STREET PARKING  
BICYCLE FACILITIES: ON-STREET

# 3600 WEST



At the option of the Master Developer, the above cross section may be modified as follows:

- bioswales in lieu of park strips;
- Asphalt width no less than 36 feet;
- No obligation to install the sidewalk or pathway on the side of the street not owned or controlled by Master Developer.

**Exhibit F – Non-Street-Adjacent Pathway Cross Section**



**Exhibit G – Street Fencing/Wall Examples**



**Exhibit H – Waterfowl Viewing Area Example**



**Exhibit I – Bungalow Lot Detail**

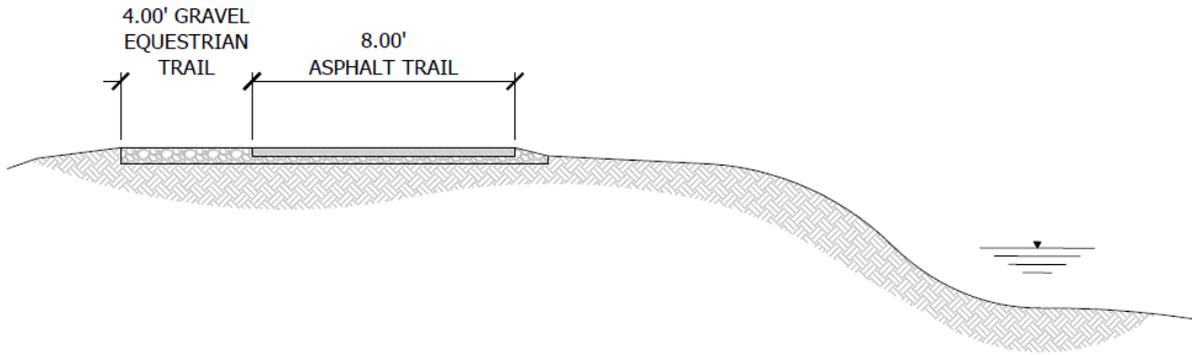
Bungalow lot modified site development standards:

There is no minimum lot area, width, or frontage. The minimum front yard and side yard setback for a dwelling shall be five feet, except 15 when adjacent to a public street right-of-way.

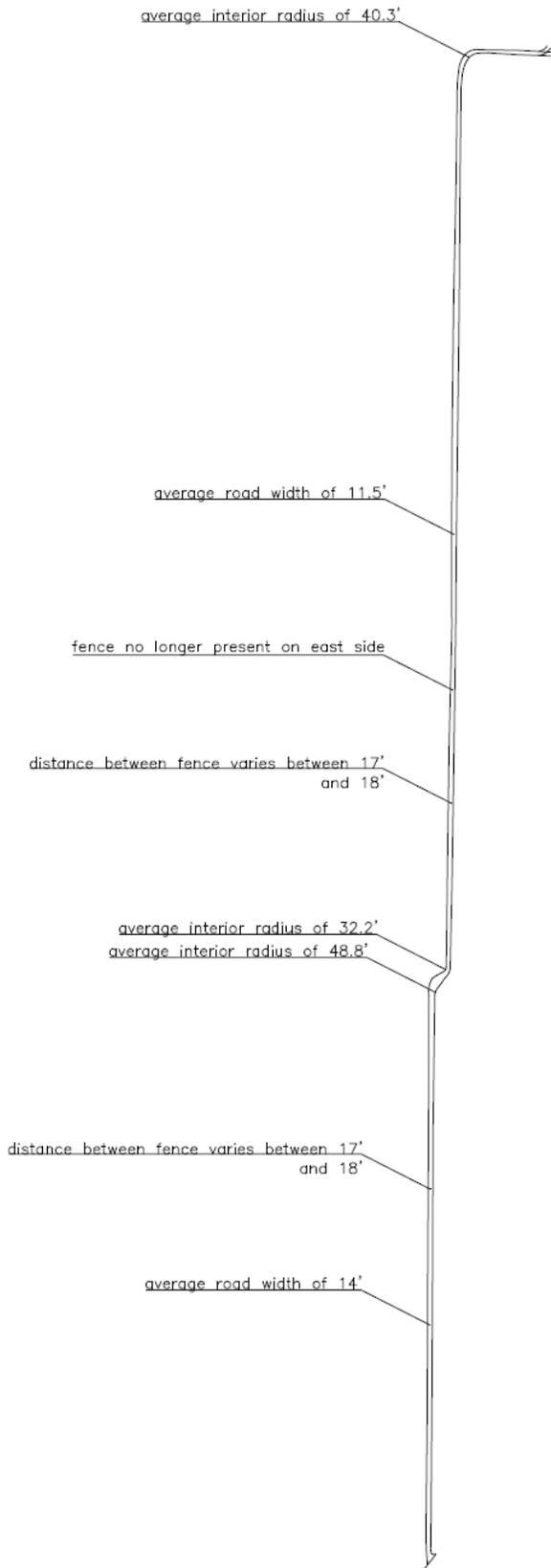
All other site development standards pursuant to the Code shall apply.



**Exhibit J – Weber River Park Pathway Cross Section**



**Exhibit K – Minimum Emergency Egress**





## Staff Report to the Western Weber Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** File #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone.  
**Agenda Date:** January 9, 2023  
**Applicant:** Heritage Land Holdings LLC. Agent: Marshae Stokes  
**File Number:** ZMA2023-17  
**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/18945>

#### Property Information

**Approximate Address:** 500 North, 3600 West, Unincorporated West Weber  
**Current Zone(s):** A-2 Zone  
**Proposed Zone(s):** R1-15 Zone

#### Adjacent Land Use

<b>North:</b> Weber River/Marriott-Slaterville	<b>South:</b> Agricultural and Large Lot Residential
<b>East:</b> Weber River/Marriott-Slaterville	<b>West:</b> Agricultural

#### Staff Information

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

### Applicable Ordinances

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

### Legislative Decisions

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

### Summary and Background

This is an application for a rezone from the A-2 Zone to the R1-15 Zone. The planning commission informally reviewed this request and the associated concept development plan in a work session at the end of the December 2023 planning commission meeting. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal. A complete staff review of the proposal was conducted a few days later in which staff offered the applicant formal written comments and recommendations that might help garner a favorable recommendation from the planning commission for the rezone.

The applicant has been attentive at resolving concerns expressed by the planning commission and staff regarding the proposal. The attached revised concept plan substantially addresses review comments and recommendations. With a few minor adjustments and reconsiderations, staff feels the concept plan is ready for a final decision.

The only outstanding concern that poses a possible threat to the viability of the development plan is the code's limitations on development on a terminal street. 3600 West is currently a terminal street. There is provision in the code for allowing additional development on a terminal street as long as there is sufficient secondary emergency

egress provided, and as long as the terminal nature of the street is temporary. The applicant is proposing the construction of one emergency egress for the entire development until such time that additional land can be acquired to extend 700 North (or other street connections) to other existing streets in the area.

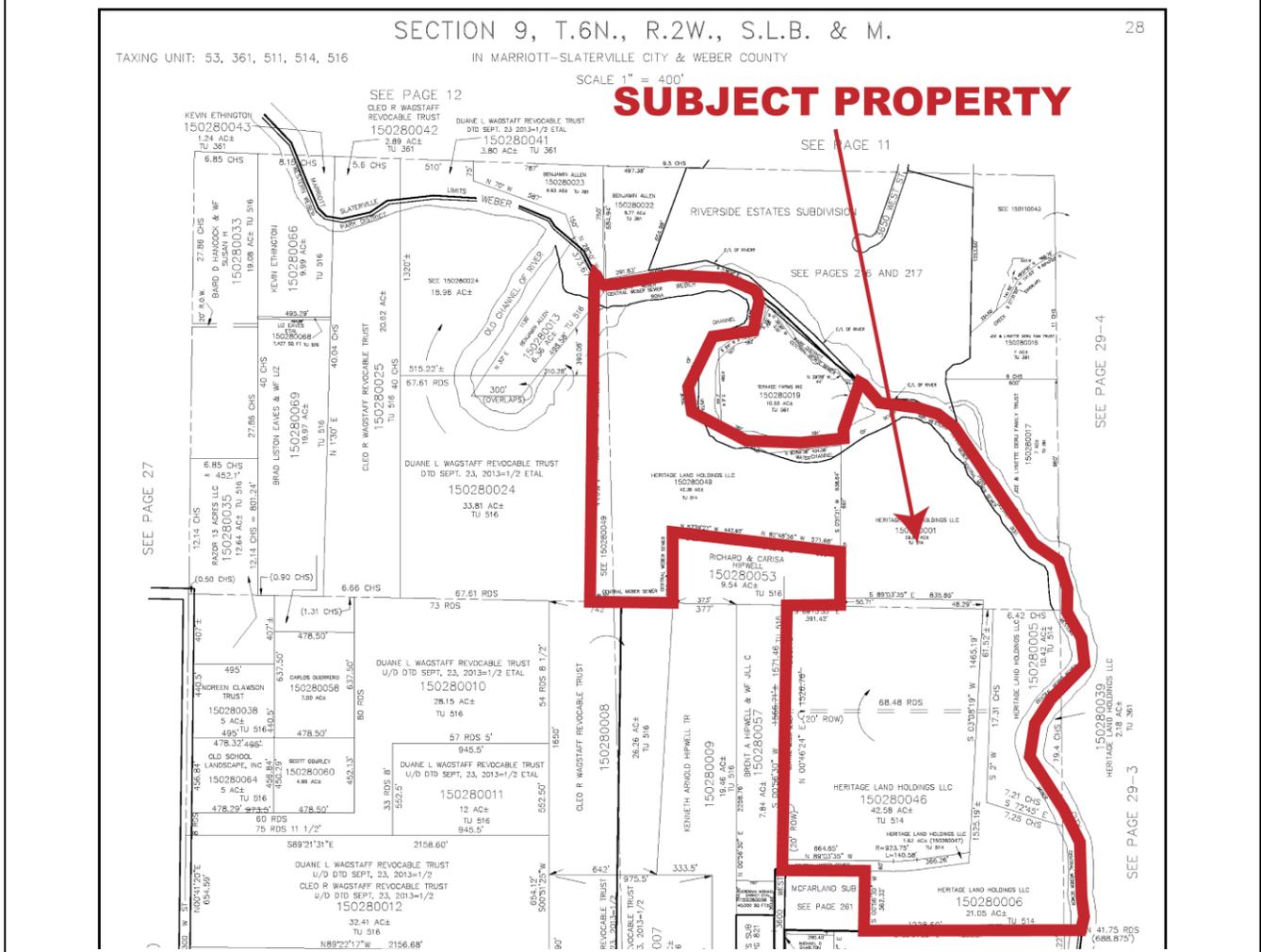
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county can modify the application of the terminal street standards to allow for the developer's proposal. If egress is not specifically resolved by the development agreement then the developer will be restricted to 30 lots per emergency egress. This means that in order for the entire development to come to fruition, the developer will need several additional emergency egresses in order to comply with the code.

Whether egress is resolved in a development agreement, or the typical code requirements are applied, it is staff's determination that sufficient regulatory measures are in place or can be put in place to enable the development under the proposed zone. Staff is recommending approval of the rezone, with certain specific requirements being placed in a development agreement, as provided in the staff recommendation herein.

## Policy Analysis

This is a proposed rezone of approximately 147.56 acres. The property is currently held as six separate parcels: #150280049 (42.36 acres), #150280001 (29.53 acres), #150280046 (42.58 acres), #150280006 (21.05 acres), #150280005 (10.42 acres), and #150280047 (1.62 acres). The applicant's concept plan appears to also include another parcel, parcel #150280039 (2.18 acres), that is on the east side of the Weber River. Because the Weber River is the border between the unincorporated area and Marriott-Slaterville, this parcel falls within the Marriott-Slaterville incorporated boundaries and cannot be considered as part of this application. The County has no zoning authority within incorporated areas. **Figure 1** shows the subject parcels outlined in red.

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



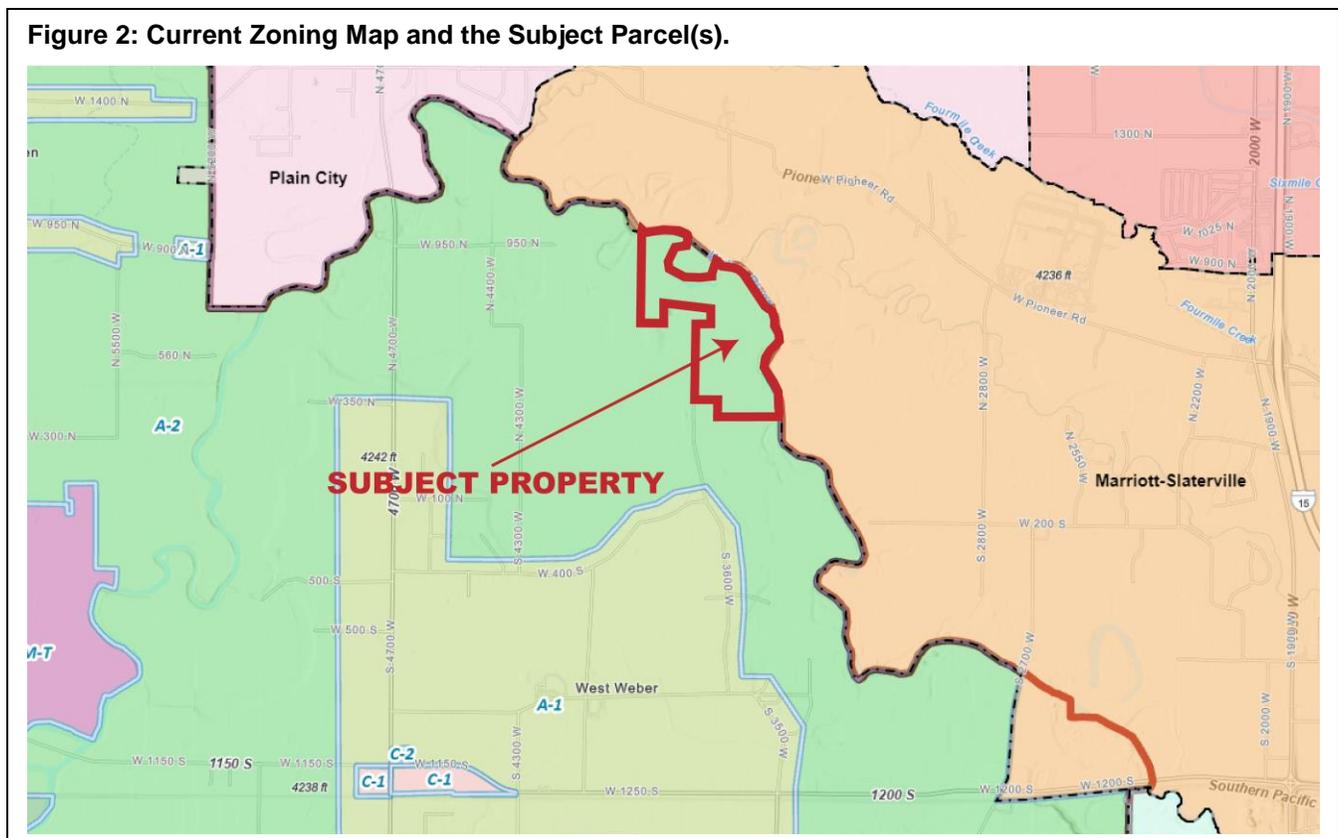
The applicant's concept plan suggests that the subject property contains 156.5 acres. However, this review is only for the 147.56 acres aforementioned. If the subject parcels are found to be a different size after all appropriate surveying is complete, then the zoning acreage and/or density calculations herein will need to be adjusted accordingly.

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

### Zoning Analysis

The current zone of the subject property is A-2. **Figure 2<sup>1</sup>** displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The purpose and intent of the A-2 zone is:

*"The A-2 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the A-2 Zone is to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible."<sup>2</sup>*



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

*"... to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. [...]"<sup>3</sup>*

The proposed rezone can be observed in **Figure 3<sup>4</sup>**, with the yellow polygon depicting the proposed R1-15 zone.

<sup>1</sup> See also Exhibit B.

<sup>2</sup> Weber County Code Section 104-2-1.

<sup>3</sup> Weber County Code Section 104-12-1.

<sup>4</sup> See also Exhibit C.



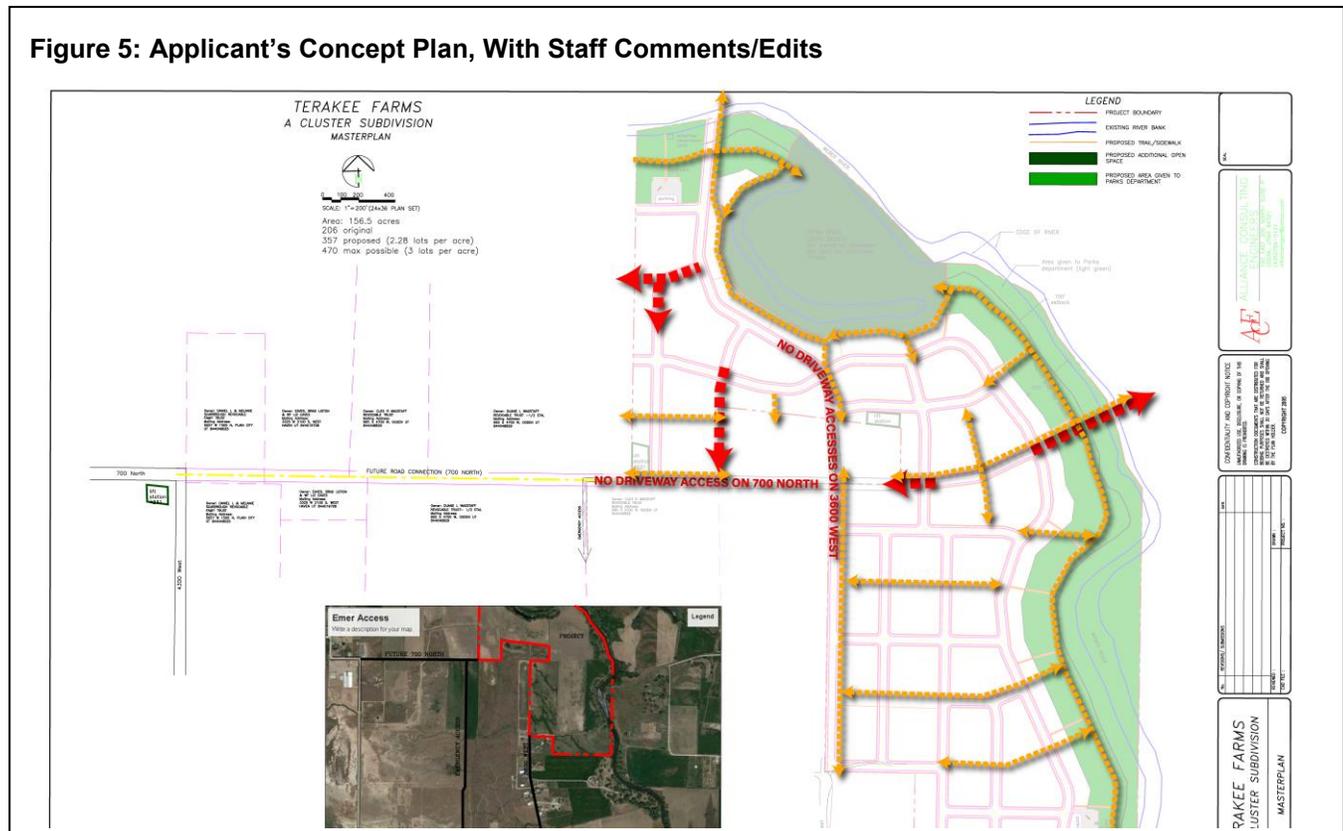
**Exhibit D** illustrates the proposed concept plan for the property. **Figure 4** is omitted. **Figure 5<sup>5</sup>** illustrates additional staff-suggested details and/or amendments to the proposed concept plan that are anticipated to bring it into full compliance with connectivity standards. Alternatively, the applicant is encouraged to find and propose other satisfactory solutions.

As can be seen, with minimal adjustments, the plan should be sufficient to provide for the conceptual nature of the proposal. In **Figure 5**, the redlines represent street connections that are needed to satisfy the 660-foot street block standard. The gold lines represent the pathway connections that may be needed to satisfy the 400-foot pathway block standard. Most of the pathways staff have outlined are already depicted on the concept plan. Staff outlined them with the intent to specify that these should be 10-foot wide pathways, and not typical sidewalks. Otherwise, the applicant is proposing typical sidewalks along all other streets. The notes written on the concept plan could be clarified on this point.

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

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

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



<sup>5</sup> See also Exhibit E

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

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

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

*“While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community.”<sup>6</sup>*

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

General Plan Smart Growth Principles

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

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

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

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

- *Provision for a wide variety of housing options.*
  - While this proposal is anticipated to be exclusively single-family residential, the flexible lot standards of the R1-15 zone and connectivity incentivized subdivision will help the developer create a wide variety of lot sizes. Smaller lots will be more affordable than the larger lots, which in turn will allow the developer to market to prospective single-family homeowners that are at different stages of life.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*
  - The applicant has not proposed any moderate income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, as small as 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing within the development, the requirement can be inserted into the proposed development agreement.

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<sup>6</sup> Western Weber General Plan (p. 21)

- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
  - The concept plan has strong pathway and sidewalk connectivity throughout, especially if staff's additional suggestions are provided. In a number of instances, pathways will run between lots instead of adjacent to streets, giving users a greater sense of safety away from vehicle traffic.
  - Of great significance to the implementation of the general plan, the applicant is volunteering to reserve approximately 33 acres of land along the Weber River for a linear nature park. The Weber River parkway can be installed within this park, and provide pedestrian and cycling options that run through preserved natural areas.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
  - As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs and permanent dead-end streets. More on this later in this report.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
  - As previously mentioned, the applicant is proposing a 33 acre nature park along the Weber River. This park preserves the 300-foot buffer from the river's high water mark. The 300-foot Weber River development buffer has been adopted into the development code, but donation of the buffer from private hands into public hands is not, and should be noted as a significant public contribution. The park is proposed to be donated to the Taylor West Weber Park District. The park district has expressed their satisfaction with this proposal. As a rule of thumb, the general plan suggests that the county follow the best practice standard of providing approximately 10 acres of open public park land for every 1,000 residents.
  - The Weber River Parkway should be located within this linear park. This will provide about one mile of what the general plan dubs the "emerald necklace," and will provide critical public access to the river and to natural open space and recreational opportunities. There is a note on the concept plan that indicates that the Weber River Parkway is to be completed "by others." If the rezone is approved Staff recommends that the development agreement be written in a manner to obligate this applicant to construct it as the development is being constructed.
- *Homes that have higher efficiency ratings than required by local building codes.*
  - Buildings are required to be constructed to an efficiency standard based on the climate of the area. Usually, buildings located in higher (colder) elevations need to meet greater efficiency standards. However, given the wide degree of temperature swings in the Western Weber area over a one year period, requiring buildings to be constructed to better efficiency ratings will help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests buildings be built to an efficiency rating that is compliant with one climate zone greater than currently prescribed for the area.
- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*
  - Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. Staff recommends requiring rooftop solar panels, as well as power storage capabilities such as a solar-charged battery. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - The planning commission may determine that the street and pathway connectivity and the Weber River Parkway and linear park dedication accomplishes this principle.
  - One additional item for the planning commission to consider on this point: When a limited access collector or arterial street serves a single-family residential area, these types of streets are likely to be lined with rear and/or side yards. As a result they can trend toward a less attractive aesthetic. The general plan suggests landscaping, fencing, and street art be located along limited access collector and arterial streets to enhance a greater sense of community character and aesthetic. The county does not currently have the organizational or financial structure to operate and maintain such street improvements, so if the planning commission desires to require these improvements in this development then it would be advisable to require a professionally managed homeowners

association to care for the operations and maintenance. This is not included in staff's recommendation herein, but can easily be added by the planning commission if so desired.

- *Use of transferable development rights from agricultural lands identified for protection.*
  - In a manner, by utilizing the flexible lot standards of connectivity-incentivized development this proposal moves potential development and private ownership away from the 300-foot river corridor/riparian area. While this corridor is not land identified for agricultural protection, its public ownership is highly advisable for the benefit of the growing community.
  - The applicant does not desire to transfer more development to this project, but is considering transferring some of the density the zone would otherwise entitle to other property in the unincorporated area. For that to occur, the applicant will first need to own a property in the Form-Based Zone, then transfer any remaining/unneeded rights utilizing the adopted TDR transfer process from this property to the other. It is advisable that this occur prior to the sales or transfer of any lots or parcels within this project.

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

It would be challenging to argue that the proposal matches the character of existing development in the area. However, "compatibility" and matching are not necessarily the same thing. There are currently a number of large lot residential properties along 3600 West Street. Regardless of lot size, residential uses are traditionally compatible with, and most similar to, other residential uses than they are other types of land uses.

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

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

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

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

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

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

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

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

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

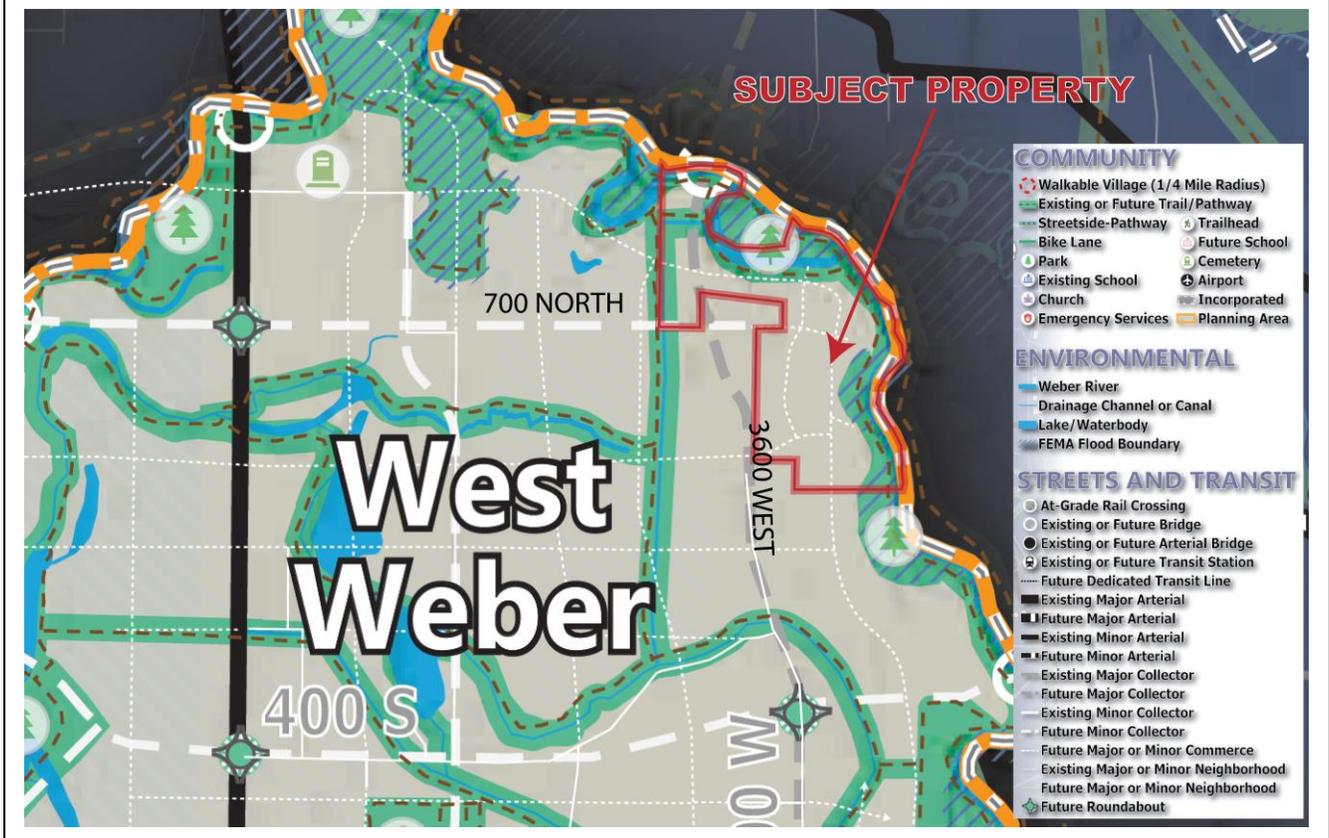
Roadways/Traffic.

**Figure 6** shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and surrounding area, the plan recommends securing 3600 West Street as a future major collector street, and 700 North Street as a future minor collector street. Other streets planned for the area, represented by thin dashed white lines, are intended to, in part, represent important smaller section line and quarter section line streets to serve residential neighborhoods. The specific configuration of these dashed lines within subject property's boundary is generally inconsequential. They follow the street alignment previously proposed (and now expired) by a past development approval on the property. As long as residential street connections are being made in a manner that meet expected connectivity standards, the applicant should be given the latitude to arrange the streets as may be desirable for their development.

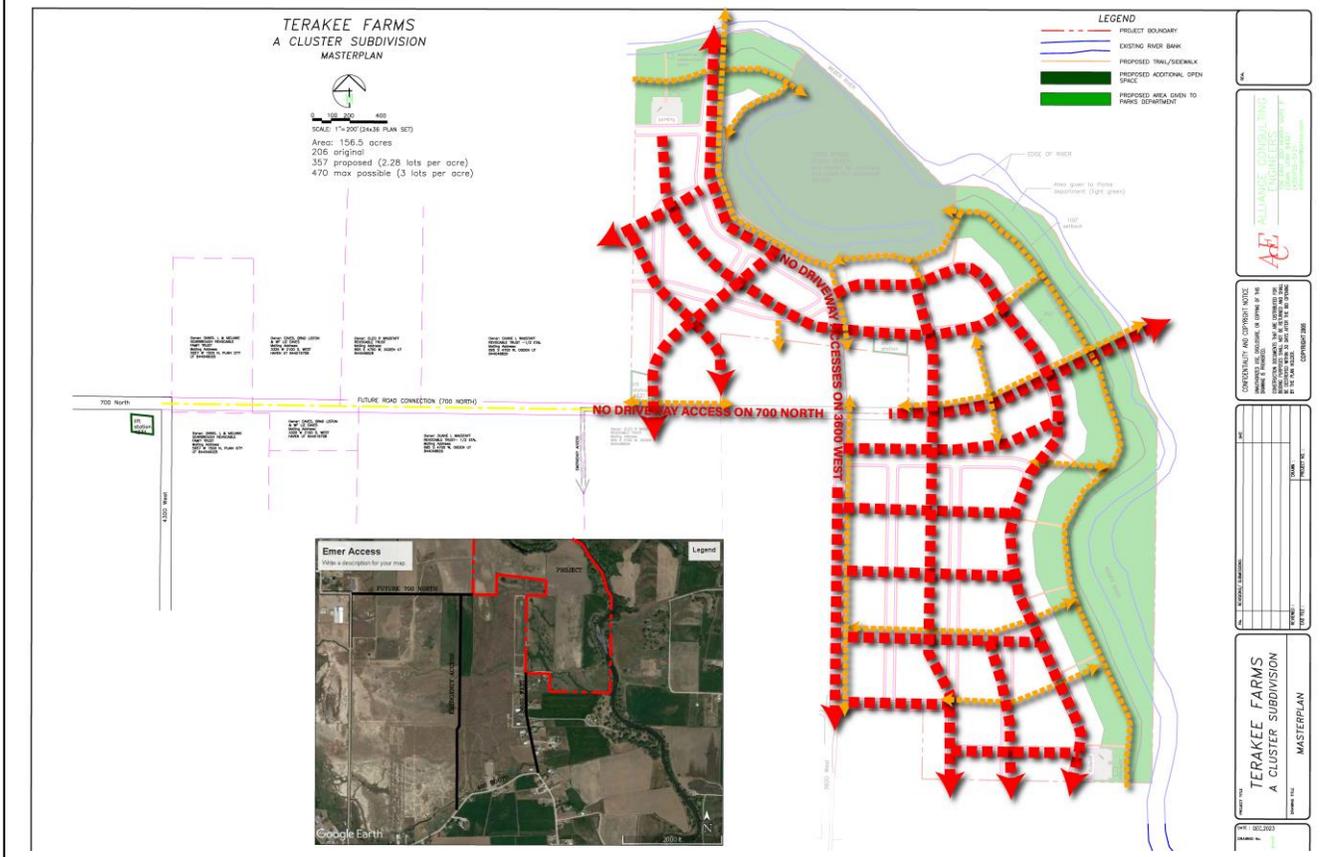
One important consideration observed by staff is that the applicant's concept plan appears to arrange streets and potential adjacent development lots in a manner as if lot access will be allowed from 3600 West and 700 North. The applicant may be unaware (at the time of this writing) that access to these two streets will not be permitted. However, with a little inconsequential reconfiguration there are ways to amend the concept plan to ensure no lot is given direct access to these streets. It might involve flipping the orientation of some of the street blocks. For the purpose of displaying how it could be done, staff illustrated a potential compliant street layout in **Figure 7**. Please note that this figure is a representation designed by staff. The applicant can choose to reconfigure accordingly or in any other manner that still complies with connectivity standards.

A big challenge for this development is its location at the end what is currently a dead-end street. The applicant is proposing to design and construct 700 North Street at a time the affected landowners are willing to convey the right-of-way (at reasonable market value). Until that time, the applicant is proposing to deposit an escrow with the county for the entire cost to acquire and construct the street and right-of-way. The applicant hopes this gesture and security demonstrates their willingness to ensure reasonable access can be provided to the proposed development.

**Figure 6: Planned Streets – Western Weber General Plan**



**Figure 7: Concept Plan Alternative (Staff Generated) Excluding Lot Frontage from 3600 W and 700 N.**



County code does not contemplate a situation involving the applicant's escrow proposal. Strictly applied, the code allows no more than 30 homes to be constructed along a temporarily dead-end street before requiring a separate temporary emergency egress. There appears to be 12 residences already located along the dead-end portion of 3600 West, with what appear to be two additional lots that are currently vacant, and another two lots mostly through the subdivision approval process. This would allow the developer to construct no more than 14 additional lots before being required to construct an emergency egress road. The applicant has proposed an emergency egress road through an adjoining property, as illustrated on their concept plan. If in strict compliance with the Land Use Code, this would allow the applicant to construct another 30 lots, for a total of 44 lots, before being required to construct a second emergency egress that does not double-back on either the first emergency egress or the temporarily terminal dead-end street. This second emergency egress can serve an additional 30 lots, before a third egress would be required, and so on.

The code requires an emergency egress to be constructed of a 20-foot wide all-weather surface capable of supporting a 75,000 lb. fire apparatus. It also requires this egress to be located within a minimum 24-foot easement specifically for the egress. The currently identified emergency egress will need to be improved to this width. The applicant may not be able to secure the minimum 24-foot easement, as they believe they only have a 20-foot easement and the property owner doesn't seem likely to grant any more at this time.

It is also staff's understanding that the current property owner does not agree that this easement can be used for this development, but the applicant is asserting that they have adequate rights to at least the 20-foot easement on record. The County cannot make a determination that the applicant has the legal right to use this easement, as that is a private matter for the courts to decide if the parties choose to obtain a judicial ruling. However, it should be noted that if an eventual judicial ruling does not fall in favor of the applicant, more than the 14 approved lots within the development would violate the code until another egress can be secured and constructed.

These challenges notwithstanding, using the applicants proposed resolution and some carefully considered conditions, it's possible for the development agreement to be crafted in a manner that gives the county adequate egress assurances, and still provides a path forward for the developer's entire project.

To start, staff recommends that only up to 14 lots are allowed to be platted until the following have occurred:

1. The proposed emergency egress is fully constructed to the minimum 20-foot surface width;
2. A 10-percent warrantee guarantee bond is provided to the county to assure performance for at least one year;
3. The egress remains ungated for the entire time it is being constructed plus one month after the County Engineer inspects and approves it;
4. The egress is fully operational and accessible for emergency egress use by any member of the public; and
5. No lawsuits are filed prior to platting more than 14 lots; or

Alternatively, the more than 14 lots may be platted if some other egress is secured and constructed.

If each of the five forgoing criteria can be satisfied or another emergency egress can be secured, then based on the applicant's willingness to escrow for 700 North Street, staff is comfortable with the applicant platting the entire development with only one emergency egress. The agreement should stipulate that the escrow be reevaluated and updated annually to compensate for market fluctuations and inflation.

#### Police and Fire Protection

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

#### Stormwater Drainage Systems

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

#### Water Supply *[this section has been amended from that in the originally produced report dated 1-4-24.]*

The property is within the Taylor West Weber Water Improvement District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve. The letter, attached within Exhibit A, provides a general list of infrastructure improvements that will be needed and conditions and requirements that will be expected of the developer in order to gain access to this service.

In addition to the letter from Taylor West Weber, County Code<sup>8</sup> further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they are worth noting during the rezone process to provide the planning commission with sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

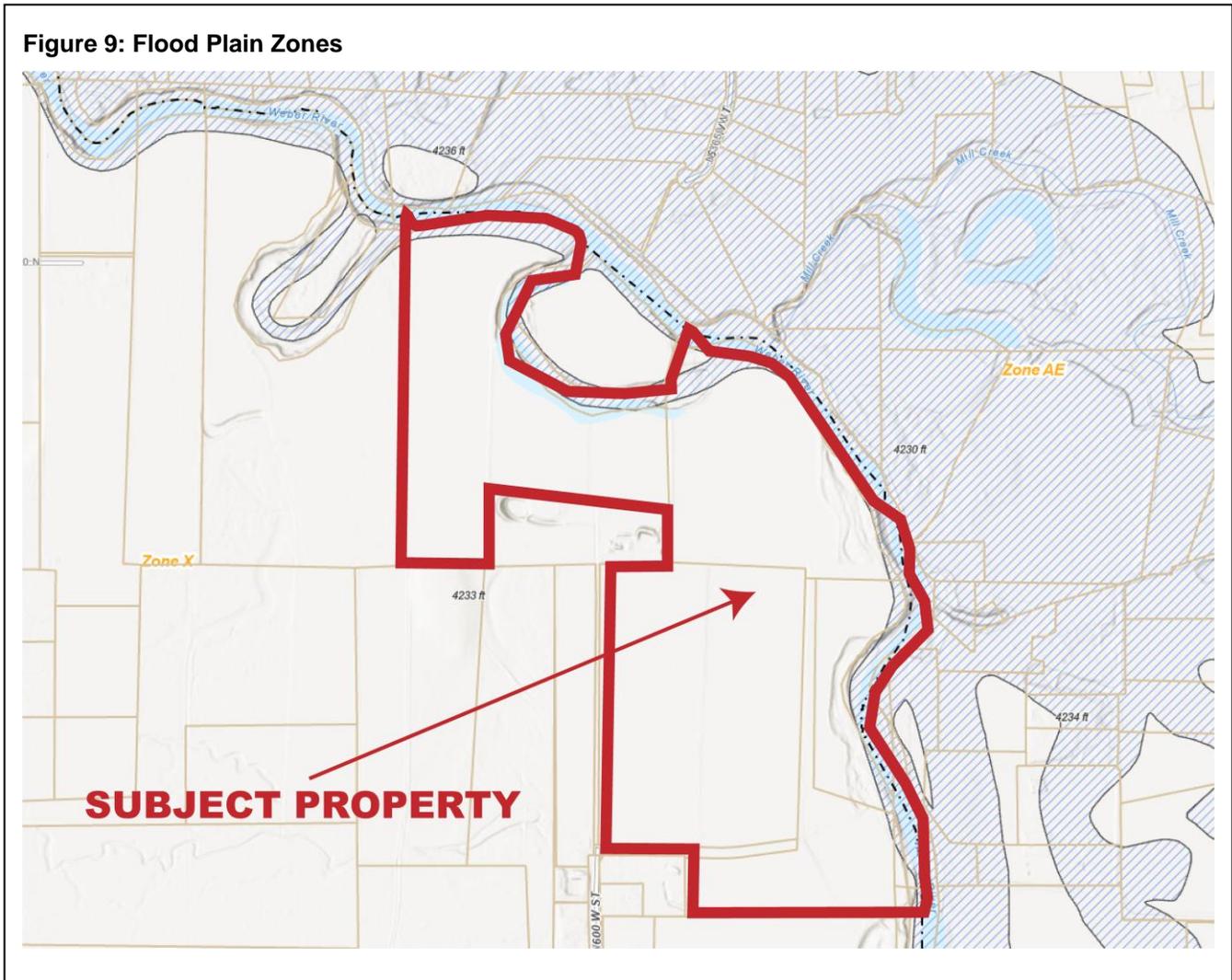
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<sup>7</sup> The amendment is regarding secondary water service. The way this section was originally phrased led some to interpret it to mean that Hooper Irrigation is the only secondary water company that can serve water to this property. While a plain-language reading of the way it was phrased will show that this interpretation is being taken out of context, administration desires to avoid conflict on this subject at this time, knowing that it will need to be more specifically addressed at the time the applicant submits a subdivision application. For this reason, neither this revised report nor the original report offered any specific staff recommendations regarding secondary water service to the property. The planning commission is encouraged to avoid taking a specific stance on the entity that will provide secondary water until that time.

<sup>8</sup> Weber County Code, Section 106-4-2.010.

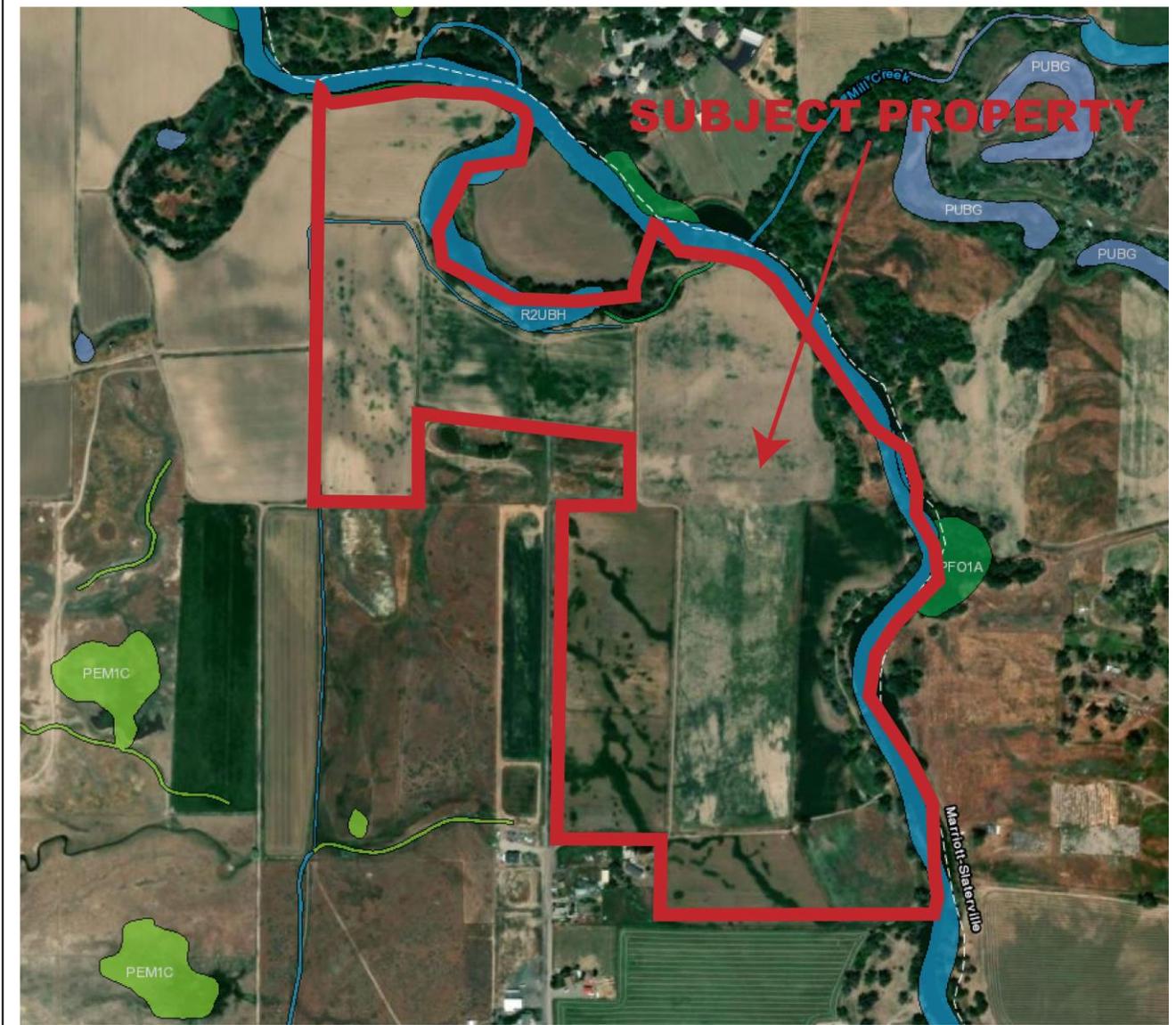


and contained with the proposed nature park to be dedicated to the park district. Zone "AE" means that the base flood elevation has been studied and determined for the area.



The US Fish and Wildlife Service provides an inventory of suspected wetlands across the nation. **Figure 10** illustrates suspected wetlands and how they relate to the subject property. The map shows that there are no suspected wetlands on the property except that affected by the Weber River channel and the adjacent oxbow. The applicant's development proposal avoids these areas.

**Figure 10: National Wetland Inventory Map of Area**



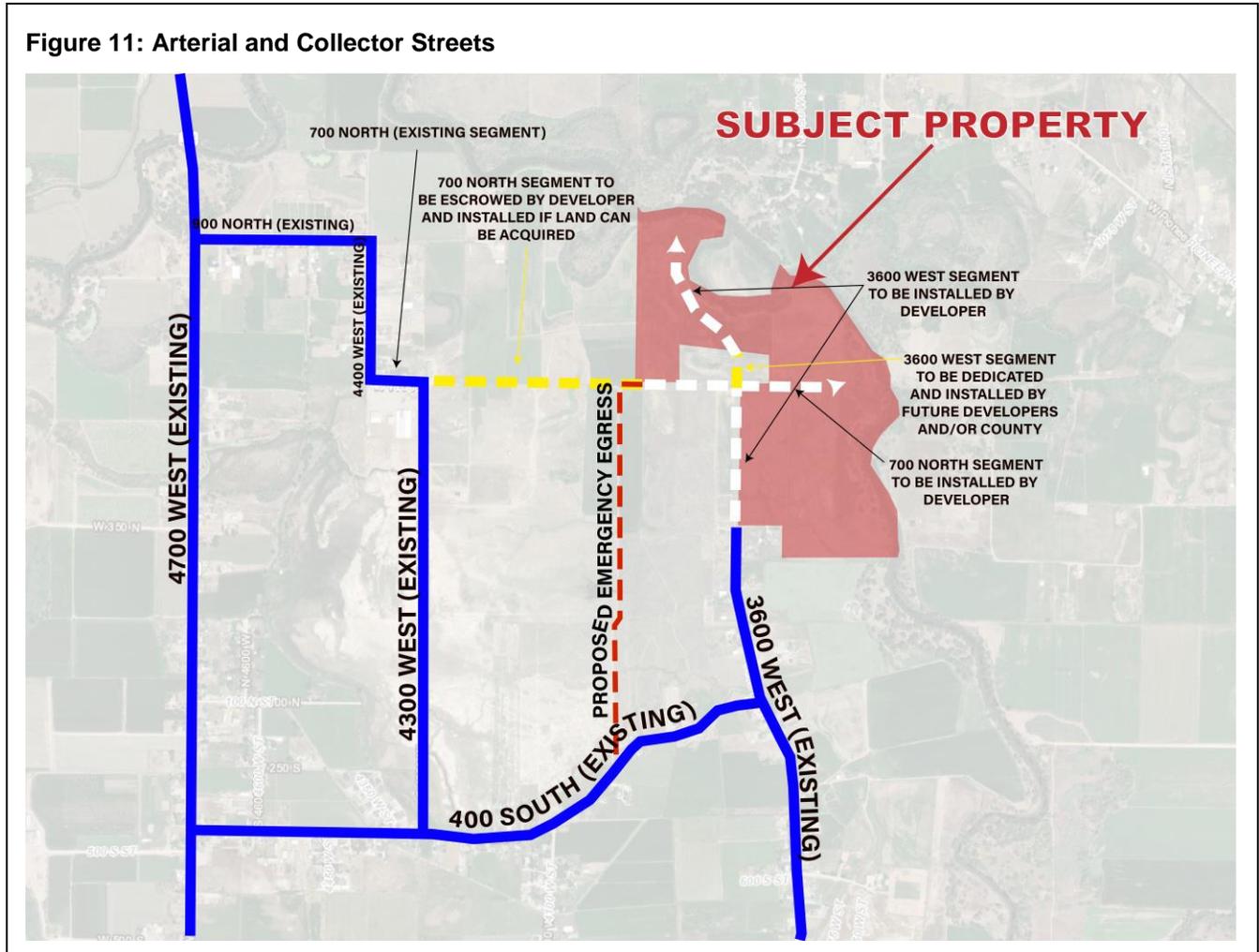
***(f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

Based on the details already provided regarding street accessibility and street connectivity, the planning commission should be able to make a finding that the applicant is proposing sufficient compensation for their impact on both existing and proposed transportation corridors. **Exhibit 11** illustrates the proposed and potential street collector and arterial street corridors serving the property.

It should be noted that this proposed rezone and development surrounds a five acre parcel, through which 3600 West is planned but not yet fully acquired. This parcel, which is oddly configured as can be viewed in **Figure 1**, recently received final plat approval for two large lots. Once recorded, that subdivision will have dedicated to the county their proportionate width of the 700 North street corridor for the entire east/west length of the parcel, in which this rezone's applicant should be required to install the street. It also dedicates a 30-foot stretch of the 3600 West right-of-way, the street therein this developer is proposing to also install after dedicating the remaining 70-foot right-of-way on their property, for a total 100-foot right of way. However, due to an imbalanced proportionate share

analysis, the subdivision of this oddly shaped parcel was not required to secure the planned north/south 100-foot right-of-way across the main body of the parcel, an approximate 350-foot stretch. As a large-lot subdivision, these two lots are likely to be further resubdivided in the future, at which time the county can secure the remaining segment of the 3600 West right-of-way. For the foreseeable future, it should be expected that the developer will install two 3600 West Street stubs to the main body of this parcel, one from the south and one from the north, with a missing link between the bounds of this subdivision. The applicant's concept plan provides other streets that adequately compensate for the missing link in the interim.

Figure 11: Arterial and Collector Streets



## Staff Recommendation

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

1. Concept plan update:
  - a. Provide concept plan amendments for compliance with connectivity standards.
  - b. Remove "by others" from the concept plan's Weber River Parkway proposal.
  - c. Provide a non-street adjacent pathway on the western edge of the property, as generally depicted on the general plan's future land use map.
  - d. To give the property owner the entire benefit of the rezone, instead of listing the proposed number of lots in the development, the concept plan and development agreement should rely on the county's adopted maximum density calculations to govern density. If the developer may choose to plat less than the maximum at its option.
2. Parks, open space, and trails:
  - a. The development's first subdivision plat should include the dedication of the entire linear park to the Taylor West Weber Park District.
  - b. Obligate applicant to install all pathways including the Weber River Parkway and pathway appurtenances as development occurs. If phased, ensure a proportionate amount of pathway and appurtenances is installed both within the phase and, if different, along the Weber River. Follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code.
  - c. Provide a five foot wide equestrian pathway that generally parallels the paved parkway.
  - d. Unless negotiated otherwise with the parks district, pathway/nature park appurtenances should include:
    - i. At least one bench every 500 feet
    - ii. One shade tree per bench.
    - iii. ADA accessible parking, restrooms, ramps, and benches.
    - iv. Two trailheads, as generally located on the concept plan.
      1. A restroom per trailhead.
      2. A parking area per trailhead with sufficient parking for at least 15 typical passenger vehicles and six spaces for large vehicles or vehicles towing trailers.
      3. One bicycle fix-it stand per trailhead.
      4. One drinking fountain or water bottle filling station per trailhead.
    - v. For the northern trailhead, provide a waterfowl viewing area.
  - e. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease.
  - f. Maintain existing tree canopy along the Weber River. Replace any tree that needs to be removed for park improvements with another of similar size (at maturity).
  - g. If allowed by the owner of the parcel within the oxbow (shaded dark green on the concept plan), and as long as that parcel owner is willing to allow unrestricted public access along the parkway, construct the Weber River Parkway and associated equestrian trail through the parcel in a manner that is generally paralleling the river. If not allowed by the landowner, stub (construct) the Weber River Parkway to the parcel's property line for potential future connectivity.
  - h. Construct an oxbow pathway, also 10-foot wide paved or concrete, around the outside edge of the oxbow.
  - i. Wherever a pathway intersects with a street, install or cause to be installed a battery powered and solar charged user-activated rapid flashing beacon and associated crosswalk signage, and paint a zebra-style crosswalk on the street. Repaint after sealing the street.
3. Streets:
  - a. The applicant will escrow the total value to acquire and construct 700 North Street to county standards and in a manner that connects this development to the existing portion 700 North Street to the west. This escrow will be reevaluated and updated annually to compensate for market fluctuations and inflation.

- b. Until a second street connection that is compliant with minimum county standards is constructed and accepted by the county, the developer shall provide for the following related to the proposed emergency egress in order to plat more than 14 lots:
    - i. The emergency egress is fully constructed to the minimum 20-foot surface width;
    - ii. A 10-percent warrantee guarantee bond is provided to the county to assure performance for at least one year;
    - iii. The egress remains ungated for the entire time it is being constructed plus one month after the County Engineer inspects and approves it;
    - iv. The egress is fully operational and accessible for emergency use by any member of the public at any time; **and**
    - v. No lawsuits are filed challenging the easement prior to platting more than 14 lots; **or**
    - vi. A different emergency egress can be secured and constructed in compliance with adopted standards.
  - c. 3600 West Street should be improved offsite to minimum asphalt width standards from 400 South Street to the development.
  - d. Driveway access to 3600 West and 700 North streets should be prohibited.
  - e. At least 100 feet of street right-of-way width should be dedicated for 3600 West, and 80 feet for 700 North. The street paralleling the river should have at least a 66-foot dedicated street right-of-way, as should any street with an adjacent 10' pathway. Unless specified otherwise by the county engineer at the time of subdivision platting, other streets may be 60 feet wide.
  - f. Stub the street right-of-way (not improvements) for 3600 West to the northern-most part of the property to provide opportunity for potential future road connection over the river northward.
  - g. Stub the street right-of-way (not improvements) for 700 North to the eastern-most part of the property to provide opportunity for potential future road connection over the river eastward.
4. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
    - a. Have solar panels and backup batteries installed prior to certificate of occupancy.
    - b. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
  5. Weber County's outdoor lighting code should be applied to all lighting in the project.

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 #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C.

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 #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C., **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 #ZMA2023-17, an application to rezone approximately 134 acres of land located at approximately 500 North, 3600 West, from the A-2 zone to the R1-15 zone, as illustrated in Exhibit C. **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.
- Exhibit B: Current Zone Map.
- Exhibit C: Proposed Zone Map.
- Exhibit D: Amended Concept Plan.
- Exhibit E: Amended Concept Plan with Staff-Suggested Edits.

# EXHIBIT A: APPLICATION FILES

## TARAKEE THE FARM REZONE NARRATIVE

With the new General Plan in place Heritage Land Development would like to respectfully request a rezone of the project Tarakee the Farm (being renamed to Tarakee the River) from current zone of A-2 to R-3. If rezoned the project could better and more proactively work towards assisting the Weber County Staff and Officials in facilitating the growth and well being of Weber County as a whole.

The newly proposed development, as can be seen in the conceptual plans submitted, will embody the Smart Growth Principles that have been set forth by the new General Plan. The development will show road connectivity, pathways, new sewer infrastructure with a regional lift station and include preserving land that will be used by the Park Department to better the community.



Weber County

Weber County Planning Division  
www.co.weber.ut.us/planning  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401-1473  
Voice: (801) 399-8791  
Fax: (801) 399-8862

## General Plan, Rezoning & Text Amendments

The Weber County General Plan's sets the direction for land use in unincorporated Weber County. This is done through the adoption of goals and policies. State law requires that a variety of County actions be consistent with the general plan. The General Plan is implemented by various means including zoning and subdivision ordinances. The General Plan may necessitate rezoning of property. It is County Policy that rezoning of property be consistent with the County's General Plans. The purpose of zoning regulations is to promote the general welfare, safety, health, convenience, and economic prosperity of the County.

**General Plans:** This application describes the legislative process by which applications to amend or add new language to the General Plan are considered. If a land use application is not in conformance with the General Plan, an amendment to the General Plan may be required.

**Rezoning of property (Zoning Map Amendments):** This application describes the legislative process by which applicants can petition to change zoning on a property.

**Text Amendments:** This application describes the legislative means by which applicants can petition to add, change, or delete language in the Weber County Zoning or Subdivision Ordinance.

A pre-application meeting is required prior to application submittal; please call (801) 399-8791 to make an appointment. Date of pre-application review meeting: \_\_\_\_\_ Time: \_\_\_\_\_

- Staff member assigned to process application: Charles Ewert

APPLICATION DEADLINE: Thirty (30) days prior to the applicable Planning Commission meeting

The Western Weber County Township Planning Commission holds their meetings on the 2<sup>nd</sup> Tuesday of the month.

The Ogden Valley Township Planning Commission holds their meetings on the 4<sup>th</sup> Tuesday of the month.

### Application Submittal Checklist

The Planning Division will only accept complete applications with supporting documents as outlined below. Submitting an application does not guarantee that your application will be placed on the next Planning Commission agenda.

The following is required as part of the application form submittal:

- Complete Application Form
- A non-refundable fee made payable to Weber County (See *Fee Schedule*)
- Obtain signature of the owner(s) on the application and any authorized representatives
- All documents submitted in the application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to site plans, architectural elevations/renderings, etc), and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.



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The application shall also be accompanied with the following information:

- A. A Concept Development Plan meeting the requirements listed in the Weber County Zoning Ordinance Chapter 35-5.
- B. Feasibility letters from the appropriate state or county agencies for water and wastewater.
- C. Narrative from the project engineer explaining the feasibility for mitigation of storm water run-off.
- D. The applicant shall provide a narrative addressing the following information:
  1. How is the change in compliance with the General Plan?
  2. Why should the present zoning be changed to allow this proposal?
  3. How is the change in the public interest?
  4. What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
  5. How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?
  6. A narrative describing the project vision.

Destination and Recreation Resort Zones have additional approval criteria as listed in the Weber County Zoning Ordinance Chapter 44:

- A. Due to the anticipated scale and potential impact of a Destination and Recreation Resort on Weber County and other surrounding areas, additional information, shall be required to accompany any application submitted for consideration of a Destination and Recreation Resort Zone approval. The additional information shall consist of the following:
  1. Concept Development Plan showing sensitive land areas as described/mapped in the Weber County Zoning Ordinance Chapter 43, Ogden Valley Sensitive Lands Overlay Districts
  2. Traffic Impact Analysis
  3. Cost Benefit Analysis
  4. Recreation Facilities Plan
  5. Seasonal Workforce Housing Plan
  6. Emergency Services Plan including a Letter of Feasibility from the Weber Fire District and Weber County Sheriff's Office
  7. Letter of Feasibility from the electrical power provider
  8. Density calculation table showing proposed density calculations
  9. Thematic renderings demonstrating the general vision and character of the proposed development

Other Weber County Zoning Ordinance chapter requirements may apply as determined in the pre application meeting.

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### Fee Schedule

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- **Rezone Fee**
  - \$600.00
  - Plus \$5.00 per acre; or plus \$10.00 per acre with a development agreement.
  - Plus \$30.00 per hour, if applicable from the Surveyor's Office.
- **Zoning Ordinance or General Plan Amendment Fee**
  - \$1,000.00
  - Plus \$52.00 per page.
  - Plus \$30.00 per hour, if applicable from the Surveyor's Office.



## Weber County

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### Approval Criteria

Staff will review your application using the requirements of the Weber County Zoning Ordinance 35-3 as follows:

To promote compatibility and stability in zoning and appropriate development of property within Weber County, no application for rezoning shall be approved unless it is demonstrated that the proposed rezoning promotes the health, safety, and welfare of Weber County and the purposes of this Ordinance.

The Planning Commission and the County Commission will consider whether the application should be approved or disapproved based upon the merits and compatibility of the proposed project with the General Plan, surrounding land uses, and impacts on the surrounding area. The Commissions will consider whether the proposed development, and in turn the application-for rezoning, is needed to provide a service or convenience brought about by changing conditions and which therefore promotes the public welfare. The County Commission may require changes in the Concept Plan in order to achieve compatibility and may impose any conditions to lessen or eliminate adverse impacts.

Destination and Recreation Resort Zone have additional approval criteria:

- A. The proposed Resort can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands as identified in Chapter 43, Ogden Valley Sensitive Lands Overlay District, of the Weber County Zoning Ordinance.
- B. A professional and empirical study has provided substantial evidence determining that the proposed Resort is viable and contributes to the surrounding community's economic well being.
- C. A professional and empirical study has provided substantial evidence determining that proposed traffic mitigation plans will prevent transportation corridors, serving the Resort, from diminishing below an acceptable Level of Service.
- D. The natural and developed recreational amenities, provided by the Resort, shall constitute a primary attraction and provide an exceptional recreational experience by enhancing quality public recreational opportunities.
- E. The proposed Resort's Seasonal Workforce Housing Plan will provide a socially, economically, and environmentally responsible development.
- F. The proposed Resort can demonstrate that public safety services are and/or will be feasible and available to serve the project in a manner that is acceptable to the County Commission.

### For Your Information

An application for a rezoning expires eighteen (18) months after submittal, if not acted upon, provided however, that the Director may extend the application for six (6) months for just cause.

This application can be filled out online at the following Planning Division web site: [www.co.weber.ut.us/planning](http://www.co.weber.ut.us/planning)  
Copies of the applicable Weber County Zoning Ordinances and other helpful information are also available at this web site.

## Weber County Zoning Map Amendment Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted 09/21/2023	Received By (Office Use)	Added to Map (Office Use)
------------------------------	--------------------------	---------------------------

### Property Owner Contact Information

Name of Property Owner(s) Heritage Land Development LLC		Mailing Address of Property Owner(s) 470 North 2450 West Tremonton, UT 84337
Phone 801-920-552	Fax	
Email Address marshes@heritagedevelopment.land		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

### Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Marshae Stokes		Mailing Address of Authorized Person 470 North 2450 West Tremonton, UT 84337
Phone 801-920-0552	Fax	
Email Address marshaes@heritagedevelopment.land		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

### Property Information

Project Name Terakee The River	Current Zoning A-2	Proposed Zoning R-3
Approximate Address 700 N 3600 W Marriott-Slaterville, 84404	Land Serial Number(s) 150280049 & 150280001	
Total Acreage 156.5	Current Use Agriculture	Proposed Use Single Family Residential

### Project Narrative

Describing the project vision.

The overall vision of the project is to reconcile the previously approved plan to better align with the Weber County Masterplan. It would provide a regional lift station, donating land to used by the Parks Department for public use while creating road connectivity and pathways.

**Project Narrative (continued...)**

How is the change in compliance with the General Plan?

The newly redesigned concept is in compliance with the General Plan based around the allowed R-3 zone, focused on fulfilling the Smart Growth Practices which allowed for responsible addition of lots, plans to fulfill the need of a regional lift station, and allow the creation of lots to be transferred to a TDR eligible property.

Why should the present zoning be changed to allow this proposal?

The present zoning should be allowed to be changed based on the new concept of the community can more appropriately address the needs for new and additional sewer infrastructure, road connectivity and the demand of public open spaces and parks. This would better align with the current general plan than the previously approved MPC zone. With out the zone change we will be forced to break road connectivity, keep open space for private use, and eliminate much needed park space for the parks department.

**Project Narrative (continued...)**

How is the change in the public interest?

Making the zone change would be in the public interest for multiple reasons. The development will be providing the physical infrastructure for a regional lift station, as well as financing for that, creating a variety of park space for the public, preserving and building master planned roads that facilitate connectivity currently being sought after by the General Plan. It is our intent to donate roughly 39 acres to the Park Department while building a walking trail, providing parking, bathrooms and trail head for the public to utilize and enjoy all that nature has to offer along the river. This not only creates river access but sets an example of how to maximize the use of the river to other property owners.

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

We currently have a development plan that is approved, however, that doesn't fit within the updated General Plan. As we strive to continue to be a responsible developer in Weber County would like to be allowed to remedy that by being awarded the rezone and create a development that better addresses the needs presented in the General Plan.

**Project Narrative (continued...)**

How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?

The new concept for this project can better the welfare, health, and safety of the Weber County inhabitants. In this area of Weber County there is a need for public use of land which we can provide by donating not only land to the Parks department but creating and financing the access to land, pathways, trail-head and restrooms. We would be able to provide safe access to the river pathway but also having areas of public land families and everyone can enjoy what nature has to offer in the own backyards which promotes healthier living. Also, improving the sewer infrastructure in the area with the regional lift station supplies a safer and more manageable system as the area continues to grow.

**Property Owner Affidavit**

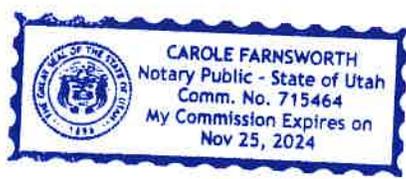
I (We), Heritage Land Development, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 21 day of Sep, 2023

(Notary)



**Authorized Representative Affidavit**

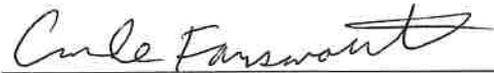
I (We), Heritage Land Development, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), Marshae Stokes, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.



\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this 21 day of Sep, 20 23, personally appeared before me Carole Farnsworth, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.



(Notary)





**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668  
10/2/2023**

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

Taylor West Weber Water Improvement District ("The District"). Has received a notice of intent to request rezone for an area known as Terakee Farms the River in West Weber, Utah. Attached is a map of the area, it is approx. 156.5 acres. The District has the capacity to support this area to be rezoned to approx. 1/3 acre lots. The area needs to have pressurized secondary water supported by either Hooper Irrigation or a qualified Irrigation Company making this application supportive. There is also inadequate water pressure and volume for the area. A previously signed development agreement will need to be activated. So that proper culinary water pressure and volume can be provided to the area. This is in no way a letter of feasibility for a subdivision or will serve of any kind, this is only a letter of acknowledgment supporting the application to rezone the area. If you have any questions, feel free to contact me.

Best Regards,

Ryan Rogers  
Manager  
Taylor West Weber Water Imp.





## Taylor West Weber Park District

October 9, 2023

To Whom it May Concern,

**Heritage Land Holdings LLC** (the "Developer"), proposed to the Board of Trustees of the Taylor West Weber Park District (the "District") a donation to the District as part of its proposed rezone of the development of **Terakee the River**, located within the District boundaries (the "Subdivision"). The District Board discussed and voted on the proposed donation in an open and public meeting.

The District will accept from the Developer a 39.49 acre nature trail park within the Subdivision as depicted in the **attached Master Plan**. The donated nature park will be developed with a parking lot, a trailhead, restrooms, a waterfowl observation/education point, and a riverside trail that can accommodate hiking, biking, and horseback riding. This donation will help the District provide a public park for the benefit of the new residents of the Subdivision and surrounding communities.

In exchange for the donation, the District hereby declares its support of the proposed rezone of the Subdivision to R1-15. This declaration is only valid to the extent that it satisfies Weber County's conditions for the rezone and the County's associated development agreement. If the Developer does not provide the donation to the District, then the District withdraws its support of the proposed Subdivision and rezone.

This letter does not contractually bind the Developer to provide the Donation to the District. Rather, it is a commitment from the District that, if the Developer provides the donation to the District, the District will support the Developer's proposed Subdivision and associated rezone.

Sincerely,

A handwritten signature in blue ink that reads "Roger Heslop". The signature is written in a cursive, flowing style.

**Roger Heslop**, Chair  
Taylor West Weber Park District





\*W3248234\*

# ANNEXATION

E# 3248234 PG 1 OF 11  
LEANN H KILTS, WEBER CTY. RECORDER  
01-AUG-22 1013 AM FEE \$ .00 DC  
REC FOR: CENTRAL WEBER SEWER

ANNEXATION TO: CENTRAL WEBER SEWER IMPROVEMENT  
DISTRICT

ORDINANCE NO. 2022-13

RECORDED FOR: CENTRAL WEBER SEWER IMPROVEMENT DIST.

RECORDING FEE: NONE

SEC. 29 TOWNSHIP 6N RANGE 2W

BOOK 93 PAGE 76

15-079-0120, 0121, 0122



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation for the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT - TERAKEE FARMS PHASE 1, located in WEBER COUNTY dated July 27, 2022, complying with Section §17B-1-414, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT - TERAKEE FARMS PHASE 1, located in WEBER COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 27<sup>th</sup> day of July, 2022 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor

**CENTRAL WEBER SEWER IMPROVEMENT DISTRICT**  
**RESOLUTION 2022-14**  
**Annexation Approval Resolution**  
**(100% landowner petition)**

WHEREAS, the Central Weber Sewer Improvement District (the “District”) is a duly organized improvement district primarily located in Weber County, Utah, but also including a relatively small part of Davis County, Utah, established and operating as prescribed in Title 17B, Chapter 2a, Part 4 of the Utah Code and other relevant portions of Title 17B of the Utah Code;

WHEREAS, the District owns and operates sanitary sewer outfall collection and treatment facilities which serve much of Weber County and a small portion of Davis County, Utah;

WHEREAS, a Landowner Annexation Petition (the “Petition”) has been filed with the District requesting that the real property identified on Exhibit “A” attached to this Resolution (the “Subject Property”) be annexed into the District in order to receive sanitary sewer treatment and disposal services from the District (the Landowner is referred to herein as “Applicant”);

WHEREAS, the District requires that Applicant’s property be annexed into the District as a condition to receiving, and continuing to receive, sewer service;

WHEREAS, the District Board of Trustees (the “Board”) has the statutory authority to annex areas into the District pursuant to the requirements of Title 17B, Chapter 1, Part 4 of the Utah Code, which outlines the procedure to be followed to accomplish such annexations;

WHEREAS, Applicant owns 100% of the Subject Property;

WHEREAS, the Petition satisfies the applicable requirements of Utah Code Ann. §§ 17B-1-403 and -404;

WHEREAS, within thirty days after the Petition was filed, at a duly called meeting of the Board of Trustees of the District for which certification of the Petition was listed on the agenda, the Board voted to certify the Petition in accordance with Utah Code Ann. § 17B-1-405;

WHEREAS, the identified contact sponsor was notified, in writing, of the certification of the Petition as required by Utah Code Ann. § 17B-1-405;

WHEREAS, since the Petition has been signed by the sole owners of the Subject Property, pursuant to Utah Code Ann. § 17B-1-413(1), the District Board is not required to hold a public hearing pursuant to Utah Code Ann. §§ 17B-1-409 and -410 and the protest provisions of Utah Code Ann. § 17B-1-412 are not applicable to this annexation proceeding;

WHEREAS, a notice of the proposed annexation was given pursuant to the requirements of Utah Code Ann. § 17B-1-413;

WHEREAS, the written Notice referenced in the immediately preceding paragraph contained a brief description of the proposed annexation and included the name of the Central Weber Sewer Improvement District, the services provided by the District, a description and/or map of the area proposed to be annexed, a local district telephone number where additional information about the proposed annexation could be obtained and an explanation of the right of an owner of property located within or a registered voter residing within the area proposed to be annexed who did not sign the annexation petition to request a public hearing on the proposed annexation in accordance with Utah Code Ann. § 17B-1-413(2)(a)(ii)(B), provided that such request was submitted to the District Board of Trustees within 20 days after the date the Notice was given;

WHEREAS, more than 20 days have passed since the notice was given, no property owner or registered voter having a right to do so has requested a hearing, and the time for submitting a request for a public hearing has passed;

WHEREAS, not more than 30 days has passed since the expiration of the time for submitting a request for a public hearing;

WHEREAS, no part of the area proposed to be annexed is located within the boundaries of any local district or special service district which is authorized to perform the same functions or provide the same services as the District, nor is it located within the boundaries of any municipality or any county that provides the same service that the District provides;

WHEREAS, it is not necessary to provide a notice of the proposed annexation to any county or municipality pursuant to Utah Code Ann. § 17B-1-406 and the provisions of Utah Code Ann. §§ 17B-1-407 through -408 are not applicable; and

WHEREAS, the Board has determined that all applicable statutory requirements have been satisfied and, having considered the proposed annexation, has determined it to be in the best general interest of the District and of the property owners, residents and taxpayers within both the District as presently constituted and the area proposed to be annexed for the requested annexation to be completed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Central Weber Sewer Improvement District, as follows:

1. That all of the legal requirements stated in Title 17B, Chapter 1, Part 4 of the Utah Code that must be satisfied before the adoption of this Resolution have been satisfied.

2. That, in accordance with Utah Code Ann. § 17B-1-414, the real property described and/or otherwise identified in attached Exhibit "A," which is incorporated by reference as part of this Resolution, shall be and hereby is annexed into and, from the effective date of the annexation, shall be part of the Central Weber Sewer Improvement District.

3. That, from and after the issuance by the Lt. Governor of a certificate of annexation pursuant to Utah Code Ann. §§ 67-1a-6.5 and § 17B-1-414(3)(b), the Subject Property shall be an integral part of the District and, upon the submittal of the original notice of annexation, the original certificate of annexation issued by the Lieutenant Governor, the approved final local entity plat, and a certified copy of this Resolution to the Weber County Recorder for recordation, the taxable property located within the Subject Property shall be subject to taxation for the purposes of the District, including the payment of any bonds and other obligations now outstanding or hereafter authorized and issued. All properties within and users of services provided by the District, as enlarged by this annexation, shall be subject to the payment of service and user fees and such other applicable fees and charges as may be assessed from time to time by the District and shall be subject to all rules, regulations, powers and authority of the District and of the Board as provided by law or otherwise.

4. That the Chairman and/or General Manager of the District be and are instructed, within 30 days after adoption of this Annexation Resolution, to file a written notice of annexation with the Lt. Governor of the State of Utah, accompanied by a copy of this Resolution and an approved final local entity plat. The Chairman and/or General Manager are further instructed, upon receipt of the certificate of annexation from the Lieutenant Governor, to submit the documents identified in paragraph 3 above to the Weber County Recorder for recordation.

5. That this Resolution shall take effect immediately upon its approval and adoption, but the annexation shall not be complete and effective until the date specified in the certificate of annexation issued by the Lt. Governor.

Approved and adopted by the Board of Trustees of the Central Weber Sewer Improvement District this 11th day of July, 2022.

  
\_\_\_\_\_  
Mark Allen, Chair

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF WEBER        )

The foregoing Resolution was subscribed before me, a notary public and also the Clerk of the Central Weber Sewer Improvement District, this 11th day of July, 2022 by Mark Allen, Chairman of the Board of Trustees of the Central Weber Sewer Improvement District.

  
\_\_\_\_\_  
John Cardon, Notary Public



## EXHIBIT A

### ANNEXATION BOUNDARY DESCRIPTION

*A part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey*

*Beginning at a point 300.32 feet South 89°15'20" East along the Section line from the Center of Section 9; and running thence North 89°15'20" West 300.32 feet to the Center of Section 9; thence North 89°15'28" West 181.50 feet along the Quarter Section line; thence North 00°51'29" East 1,963.33 feet to the Center of the Weber River; thence Southeasterly twenty seven (27) courses along said Centerline as follows: (1) North 82°13'27" East 457.93 feet; (2) North 89°15'23" East 233.23 feet; (3) South 71°56'20" East 170.94 feet; (4) South 37°10'59" East 222.20 feet; (5) South 53°13'05" East 354.16 feet; (6) South 43°59'43" East 525.50 feet; (7) South 87°10'08" East 234.06 feet; (8) South 63°08'28" East 360.93 feet; (9) South 20°17'28" East 218.48 feet; (10) South 41°53'36" East 432.81 feet; (11) South 26°34'13" East 197.60 feet; (12) South 13°55'18" East 236.85 feet; (13) South 19°03'20" East 77.85 feet; (14) South 45°23'05" East 53.27 feet; (15) South 32°23'15" East 74.39 feet; (16) South 25°16'31" East 77.17 feet; (17) South 21°13'57" West 56.86 feet; (18) South 04°00'08" West 132.31 feet; (19) South 43°43'12" West 289.05 feet; (20) South 40°18'29" West 122.50 feet; (21) South 35°48'14" West 67.07 feet; (22) South 20°10'26" West 56.38 feet; (23) South 18°27'11" East 109.49 feet; (24) South 24°45'18" East 278.73 feet; (25) South 32°18'05" East 112.10 feet; (26) South 21°48'25" East 134.52 feet; and (27) South 24°13'55" East 103.09 feet to the Section Line; thence South 00°45'18" West 583.32 feet along the Section line; thence North 89°04'28" West 1,228.24 feet to the Southeast corner of McFarland Subdivision; thence two (2) courses along said Subdivision as follows: (1) North 00°56'30" East 362.32 feet; and (2) North 89°03'07" West 498.30 feet; thence North 00°46'31" East 1,588.31 feet; thence South 89°15'44" East 391.46 feet; thence North 00°51'15" East 310.76 feet; thence North 82°49'12" West 571.68 feet; thence North 83°59'43" West 442.90 feet; thence South 00°00'24" East 415.73 feet to the POINT OF BEGINNING.*

*Containing 152.2759 acres, more or less*

**NOTICE OF PROPOSED ANNEXATION  
CENTRAL WEBER SEWER IMPROVEMENT DISTRICT**

Notice is hereby given pursuant to the requirements of Utah Code Ann. § 17B-1-406 through 418 that it is proposed that the following described real property located in Weber County, Utah be annexed into and become part of the Central Weber Sewer Improvement District:

**ANNEXATION BOUNDARY DESCRIPTION**

A part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey

Beginning at a point South 89°26'19" East 628.05 feet along the Section Line and North 00°33'41" East 2639.481 feet from the South Quarter Corner of Section 9; and running thence North 89°15'20" West 300.32 feet; thence North 89°15'28" West 181.50 feet to the Quarter Section line; thence North 00°51'29" East 1,963.33 feet along the Quarter Section line to the Center of the Weber River; thence Southeasterly twenty seven (27) courses along said Centerline as follows: (1) North 82°13'27" East 457.93 feet; (2) North 89°15'23" East 233.23 feet; (3) South 71°56'20" East 170.94 feet; (4) South 37°10'59" East 222.20 feet; (5) South 53°13'05" East 354.16 feet; (6) South 43°59'43" East 525.50 feet; (7) South 87°10'08" East 234.06 feet; (8) South 63°08'28" East 360.93 feet; (9) South 20°17'28" East 218.48 feet; (10) South 41°53'36" East 432.81 feet; (11) South 26°34'13" East 197.60 feet; (12) South 13°55'18" East 236.85 feet; (13) South 19°03'20" East 77.85 feet; (14) South 45°23'05" East 53.27 feet; (15) South 32°23'15" East 74.39 feet; (16) South 25°16'31" East 77.17 feet; (17) South 21°13'57" West 56.86 feet; (18) South 04°00'08" West 132.31 feet; (19) South 43°43'12" West 289.05 feet; (20) South 40°18'29" West 122.50 feet; (21) South 35°48'14" West 67.07 feet; (22) South 20°10'26" West 56.38 feet; (23) South 18°27'11" East 109.49 feet; (24) South 24°45'18" East 278.73 feet; (25) South 32°18'05" East 112.10 feet; (26) South 21°48'25" East 134.52 feet; and (27) South 24°13'55" East 103.09 feet to the Section Line; thence South 00°45'18" West 583.32 feet along the Section line; thence North 89°04'28" West 1,228.24 feet to the Southeast corner of McFarland Subdivision; thence two (2) courses along said Subdivision as follows: (1) North 00°56'30" East 362.32 feet; and (2) North 89°03'07" West 498.30 feet; thence North 00°46'31" East 1,588.31 feet; thence South 89°15'44" East 391.46 feet; thence North 00°51'15" East 310.76 feet; thence North 82°49'12" West 571.68 feet; thence North 83°59'43" West 442.90 feet; thence South 00°00'24" East 415.73 feet to the POINT OF BEGINNING.

Containing 152.2759 acres, more or less

The owner of the above-described property has filed an annexation petition requesting that the property be annexed into and receive service from the Central Weber Sewer Improvement District ("Central Weber"). Central Weber owns and operates a sewage treatment plant and outfall lines that deliver untreated sewage to the treatment plant for treatment and disposal. Upon being annexed into Central Weber, and after satisfying applicable requirements, the subject property may receive sewage treatment and disposal services provided by Central Weber.

Inasmuch as the owners of all of the subject property signed the annexation petition, a public hearing respecting this proposed annexation is not required. However, notice is hereby given that a public hearing will be held if a written request to do so is submitted, within 20 days after the date of this notice, to the Central Weber Board of Trustees at 2618 West Pioneer Road, Ogden, Utah 84404, by an owner of property that is located within or a registered voter residing within the area proposed to be annexed who did not sign the annexation petition. Otherwise, no public hearing will be held and, after the expiration of the above-referenced 20-day period, the proposed annexation will be presented to the Central Weber Board of Trustees for final action.

If additional information concerning the proposed annexation is desired, please telephone (801)731-3011.

DATED this 21<sup>st</sup> day of June, 2022.



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Kevin Hall, General Manager  
Central Weber Sewer Improvement District

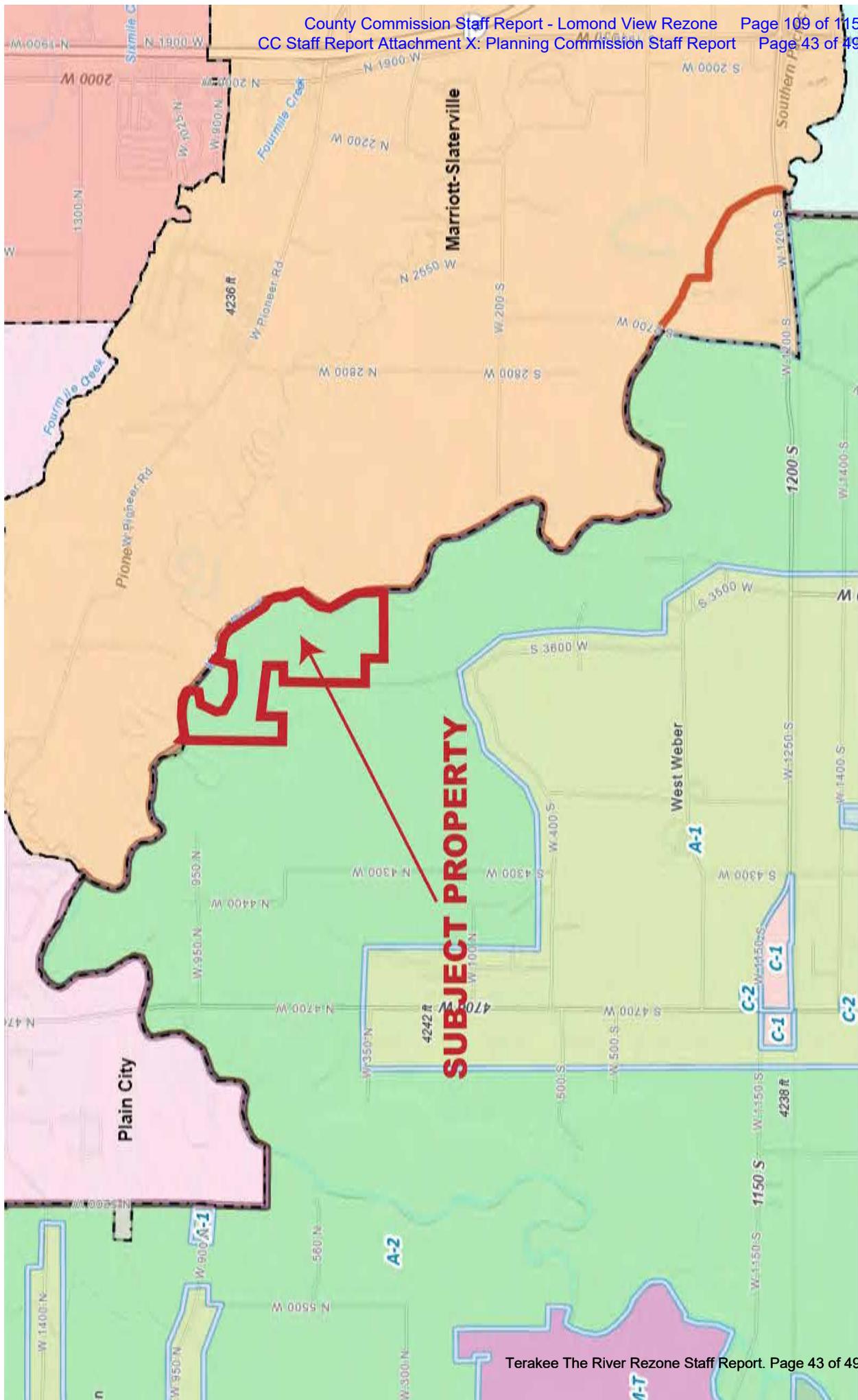
Mailed to:

Heritage Land Holdings  
470 North 2450 West  
Tremonton, UT 84337

Terakee Farms Inc.  
PO Box 14016  
Ogden, UT 84412

**Reference: Terakee Farms Phase I**

# EXHIBIT B: CURRENT ZONE MAP



# EXHIBIT C: PROPOSED ZONE MAP



# EXHIBIT D: AMENDED CONCEPT PLAN



# EXHIBIT E: CONCEPT PLAN WITH STAFF-SUGGESTED EDITS

