



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-09, a public hearing to rezone, by ordinance, approximately 25.69 acres of land located at approximately 600 South 4700 West, from the A-1 zone to the RE-15 zone.

Agenda Date: April 22, 2025

Applicant: Phil Holland

File Number: ZMA2024-09

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/20403>

Property Information

Approximate Address: 600 South 4700 West, Unincorporated West Weber

Current Zone(s): A-1 Zone

Proposed Zone(s): Applicant's request: RE-15 Zone. Planning Staff Recommendation: R1-15 Zone.

Adjacent Land Use

North:	Agriculture	South:	Agriculture/Residential
East:	Agriculture	West:	4700 West Street

Staff Information

Report Presenter: Tammy Aydelotte
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801-399-8794

Report Reviewer: CE

Applicable Ordinances

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

Legislative Decisions

When the County Commission is acting as an approval, 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. This review by the Western Weber Planning Commission is contained in the Planning Commission recommendation, further below in this report.

Summary and Background

This is an application for a rezone from the A-1 Zone to the R1-15 Zone. The planning commission formally reviewed and made a recommendation on this request and the associated concept development plan in a Western Weber Planning Commission on August 13, 2024. At the time, the planning commission recommended approval with conditions in addition to staff recommendations. These conditions are stated further in this report.

The applicant has been attentive to addressing concerns expressed by the planning commission and staff regarding connectivity with roadways and pathway continuation. Staff feel the attached concept plan addresses these concerns. The concept plan in this staff report differs only slightly from the plan that was

presented to the Planning Commission. Staff initially recommended a pathway easement for a future pathway along the southern-most line of the development (adjacent to the neighboring irrigation facility) and, after consideration of opportunities and constraints, the Planning Commission did not disagree. However, after additional discussion and negotiations with the applicant, and further review of the site's conditions, staff now feel that a pathway along the southern project boundary would be better suited within the adjoining canal right-of-way. Because the planned future pathway is a regionally significant community connector, as development continues to occur along the canal, staff will continue to pursue opportunities to work towards securing pathway connectivity along the canal. With a few minor adjustments and reconsiderations, staff feel the concept plan is ready for a final decision.

This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county can ensure installation of travel infrastructure and landscaping (street trees).

Policy Analysis

For a full policy analysis, see the attached staff report (Exhibit D) that was presented to the Western Weber Planning Commission.

Figure 1 (following page) shows the proposed concept plan.

LEGEND

STATION CODE

STATION NAME



Western Weber Planning Commission Recommendation

In a public hearing held on Tuesday, August 13, 2024, the Western Weber Planning Commission recommended approval of this request with the following modification(s) of staff recommendations in red:

1. Concept plan update:
 - a. Provide concept plan amendments for compliance with connectivity standards.
 - b. Provide or contribute towards a non-street adjacent pathway to the south of project, as generally depicted on the general plan's future land use map.
 - c. 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. Obligate applicant to install all pathways outlined in the development agreement. If phased, ensure a proportionate amount of pathway and appurtenances is installed both within the phase and, if different, along the canal to the south. Follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code. *****The following adjustments were made: A pathway along the south boundary of the development from properties 60-55 mark a 12.5' easement and an additional easement on the west of lot 60 a 12.5' easement.*****
 - b. 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.
3. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
 - a. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
4. Weber County's outdoor lighting code should be applied to all lighting in the project.

The Western Weber Planning Commission'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.

Staff Recommendation

In subsequent discussions with the applicant, and in further review of the General Plan and Weber County Ordinance, proposed changes to the concept plan with regards to pathway locations and alignment make more sense and still allow the County to pursue opportunities to secure vital sections of pathway along the Hooper Irrigation Canal to the south of this project.

Model Motion

The model motions herein are only intended to help the County 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 County 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 approve this request to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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 approve this request to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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 deny this request to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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: Proposed Development Agreement with Roadway Cross-Sections – **Separate Attachment**

Exhibit B: Ordinance

Exhibit C: Concept Plan

Exhibit D: Staff Report Presented to the Western Weber Planning Commission

EXHIBIT A

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

The Holland Group

Table of Contents

DEVELOPMENT AGREEMENT	3
RECITALS.....	3
AGREEMENT TERMS	4
1. Incorporation of Recitals and Exhibits.	4
2. Effective Date, Expiration, Termination.	4
3. Definitions and Interpretation.....	5
4. Conflicting Provisions	8
5. Vested Rights and Reserved Legislative Powers.	9
6. Project Description.	11
7. Project Location and Illustration.	11
8. Development Standards.....	11
9. Amendments, Modifications, and Revisions.	18
10. Miscellaneous Provisions.	19
11. General Provisions.....	21
12. Notices.....	24
13. Default and Remedies.....	25
14. Entire Agreement.	27
15. Covenants Running with the Land.....	27
16. Counterparts.	27
SIGNATURES.....	28
Exhibit A – Property Legal Description.....	32
Exhibit B – Property Graphic Depiction	33
Exhibit C – Concept Plan.....	34
Exhibit D – Associated Rezone Area	35
Exhibit E – Street Cross Sections	36
Exhibit F – Reserved.....	39
Exhibit G – Street Fencing/Wall Examples	40

DEVELOPMENT AGREEMENT

Harper Haven

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and The Holland Group ("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-1 and Master Developer desires to rezone the Property to the R1-15 zone consistent with the terms and provisions contained herein;

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

WHEREAS, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in Error! Reference source not found. and illustrated in Error! Reference source not found.. A Concept Plan showing the general location and layout of the Project is contained in Error! Reference source not found..

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-D** 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, and zoning will revert to the previous zoning prior to the effective date of this Agreement.

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. Agreement means this Development Agreement between the County and Master

Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

- 3.3. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.
- 3.4. **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.
- 3.5. **Board of County Commissioners** means the elected County Commission of Weber County.
- 3.6. **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.
- 3.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 3.8. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.
- 3.9. **Concept Plan** means Error! Reference source not found., 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.
- 3.10. **County** means Weber County, a political subdivision of the State of Utah.
- 3.11. **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.
- 3.12. **Default** means a material breach of this Agreement.
- 3.13. **Design Review** means the County's design review process, as specified in the Code.
- 3.14. **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.
- 3.15. **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.
- 3.16. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.17. **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.

- 3.18. **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.
- 3.19. **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.
- 3.20. **Master Developer** means The Holland Group or its Assignees as provided in Section 11.4 of this Agreement.
- 3.21. **Modification Application** means an application to amend this Agreement.
- 3.22. **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.
- 3.23. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.24. **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.
- 3.25. **Owner** means the owner of the Property as of the Effective Date of this Agreement. If different than Master Developer, the owner's execution of this Agreement constitutes the owner's agreement to be held jointly responsible for Master Developer's responsibilities pursuant to this Agreement, and any reference to Master Developer is also a reference to the owner.
- 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 Error! Reference source not found. 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 Error! Reference source not found. and Error! Reference source not found..
- 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 Error! Reference source not found. is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

5. Vested Rights and Reserved Legislative Powers.

- 5.1. Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone and 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 Effective 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 Effective 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 as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in **Utah Code §17-27a-508**. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. Project Description.

A [residential subdivision] within the R1-15 zone that complies with the connectivity requirements of Code Section 106-2-1.020, through proposed internal circulation roadways, roads stubbed to project boundaries, and a series of pathways that stub to project boundaries in all directions.

7. Project Location and Illustration.

The Project is located on the Property as described in Error! Reference source not found., and illustrated in Error! Reference source not found..

8. Development Standards.

8.1. Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the following amount of dwelling units in the Project.

8.1.1. 74 total single-family dwelling units.

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

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

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

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

8.3. 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 Error! Reference source not found. 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 Error! Reference source not found., 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 Error! Reference source not found..

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 Error! Reference source not found. and as more specifically provided as follows.

8.5.1. 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.

8.5.2. 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.

8.5.3. Street Fencing along Collector or Arterial Streets. Master Developer agrees to install a fence or wall 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 fence shall be reduced if it interrupts with the clear-view triangle of an intersection.

8.5.3.1. Fence or Wall Design. Fences and walls of these streets shall be designed to provide visual breaks in the horizontal fence plane at least every 20 feet, such as a column, design change feature, or similar, and the fence shall have a base and a cap distinctly different from the body. Examples of such a fence or wall is provided in Error! Reference source not found..

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

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

8.5.3.4. Prohibited Fence Material. Vinyl fencing along 4700 West Street is prohibited.

8.5.3.5. Fence or Wall 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 fence or wall.

8.5.4. Street Landscaping.

8.5.4.1. 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.

8.5.4.1.1. 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).

8.5.4.1.2. 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 landscape architect, arborist, or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

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

8.5.4.1.4. 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.

8.5.4.1.5. 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:

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

8.5.4.1.5.2. volunteers to be responsible for tree care, pursuant to **Section 8.5.4.1.6**, for an additional two years after the end of the warranty period.

8.5.4.1.6. Tree Care. Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, or may contract with a County-approved

contractor to ensure installation and tree health after which the owner of the lot fronting the Improvements is responsible for the tree's health.

8.5.4.1.7. 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.

8.5.4.2. Parkstrip Landscaping. Except around the base of a tree (root area), Master Developer shall place four-inch plus rock, 8-inches deep, in each parkstrip, with a weed barrier beneath. Additional plantings may be placed within parkstrips by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

8.5.4.3. 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.

8.5.4.4. Quality Control. For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, a landscape architect, arborist, or a similarly qualified professional pursuant to Code **Section 101-2-18**. 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 qualified professional prior to the release of any financial guarantee for the Public Landscaping.

8.5.5. Secondary Egress or Secondary Fire Truck Access

8.5.5.1. Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 30 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. Unless there is sufficient fire truck access on the project.

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

shall be installed on the lot prior to issuance of a certificate of occupancy.

8.7. 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. No Sewer Service from County. Master Developer recognizes that the County does not provide sewer services for the area and has no obligation to help Master Developer or any subdeveloper gain access to a sewer service.

8.7.2.2. 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.

8.7.2.3. 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, stubbing to adjacent properties in locations approved by the County Engineer. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage, at the lift station area's 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.

8.7.2.4. Sewer Pioneering Agreement. Master Developer Agrees to contribute towards the regional sewer lift station Located on the Windmill West Subdivision and pay a proportionate amount equal to the Sewer Pioneering Agreement made between the county and Developer of Windmill West Subdivision.

8.7.3. Culinary and Secondary Water. Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and

the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

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

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

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

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

applicable.

- 8.9. Pathways and Trailheads.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (Error! Reference source not found.) and as otherwise specified as follows.
- 8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the attached Concept Plan (Error! Reference source not found.), and Pathway Cross Section (Error! Reference source not found.), or if adjacent to a street, Error! Reference source not found.). Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section** Error! Reference source not found. of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.
- 8.9.2. Pathway Improvements. Master Developer** Agrees to contribute half of the Pathway improvement costs south of the project proportionate to length of the trail that runs along the south boundary line.
- 8.10. Environmental and Air Quality Standards.** The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.
- 8.10.1. Energy Efficiency.** All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.
- 8.11. 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.

9. Amendments, Modifications, and Revisions.

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

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

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

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

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

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

9.2.3. Planning Commission Review of Modification Applications.

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

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

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

to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

- 9.3. **Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.4. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
 - 9.4.1. **Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
 - 9.4.2. **De Minimis Changes.** Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

10. Miscellaneous Provisions.

- 10.1. **Certificate of Occupancy Requirements.** The following are required prior to issuance of a certificate of occupancy.
 - 10.1.1. Installation of street trees, as specified in **Section 8.5.4.1.7** of this Agreement.
 - 10.1.2. Installation of a smart watering controller, as specified in **Section 8.6.1** of this Agreement.
 - 10.1.3. Reserved.
 - 10.1.4. Reserved.
 - 10.1.5. Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this Agreement.
 - 10.1.6. 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 Effective Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.
 - 10.2.1. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section Error! Reference source not found.**

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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.

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

11. General Provisions.

- 11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.
- 11.4.1. Partial Assignment.** Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.
- 11.4.2. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

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

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

11.4.4.1. All necessary contact information for the proposed Assignee.

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

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

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

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

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

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

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

11.5. Binding Effect. Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other

persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

- 11.6. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 11.8. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be an authorized representative. 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. No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Master Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

12. Notices.

- 12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.

If to the County:

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

With copies to:

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

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

If to Master Developer:

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

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

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

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

13. Default and Remedies.

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

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

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

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

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

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

13.2. Dispute Resolution Process.

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

13.2.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

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

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

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

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

“County”

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

By: _____

Sharon Arrington Bolos
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

By: _____

Print Name: _____

Title: _____

DATE: _____

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.

Notary Public, residing in

Print Name: _____

DATE: _____

Notary Public, residing in _____

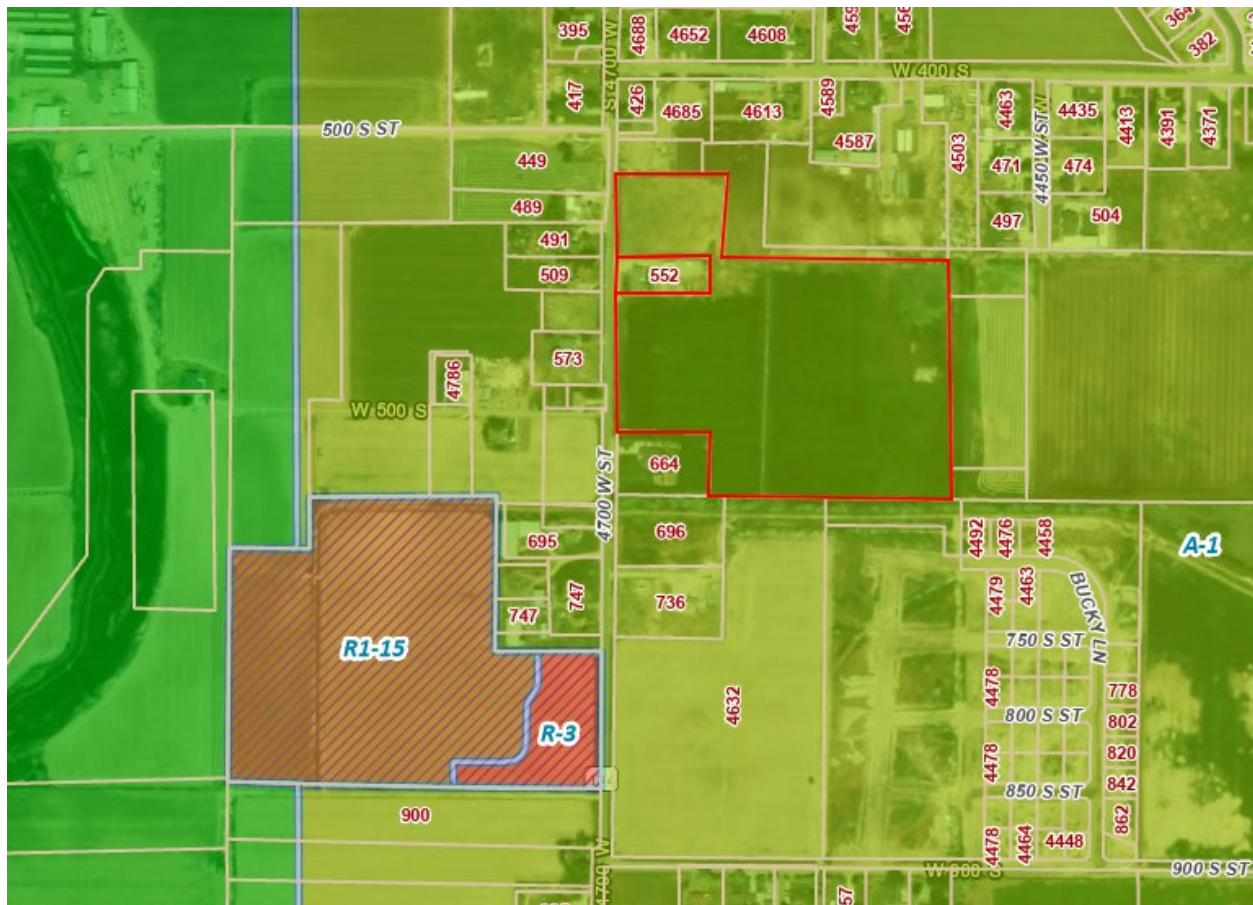
Exhibit A – Property Legal Description

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 461.66 FEET SOUTH 00°54'31" WEST AND 1321.68 FEET NORTH 89°05'29" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 17 (SAID EAST QUARTER BEING N00°54'31"E 2644.93 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17); THENCE SOUTH 01°12'08" WEST 858.52 FEET; THENCE NORTH 88°53'23" WEST 918.20 FEET; THENCE NORTH 01°06'06" EAST 199.92 FEET; THENCE NORTH 88°53'54" WEST 323.48 FEET TO THE EASTERLY RIGHT OF WAY OF 4700 WEST STREET; THENCE NORTH 01°06'04" EAST 955.98 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°51'57" EAST 378.23 FEET; THENCE SOUTH 01°06'53" WEST 302.49 FEET; THENCE SOUTH 88°48'17" EAST 865.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1116202 SQUARE FEET OR 25.624 ACRES.

Exhibit B – Property Graphic Description



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



Exhibit D – Associated Rezone Area

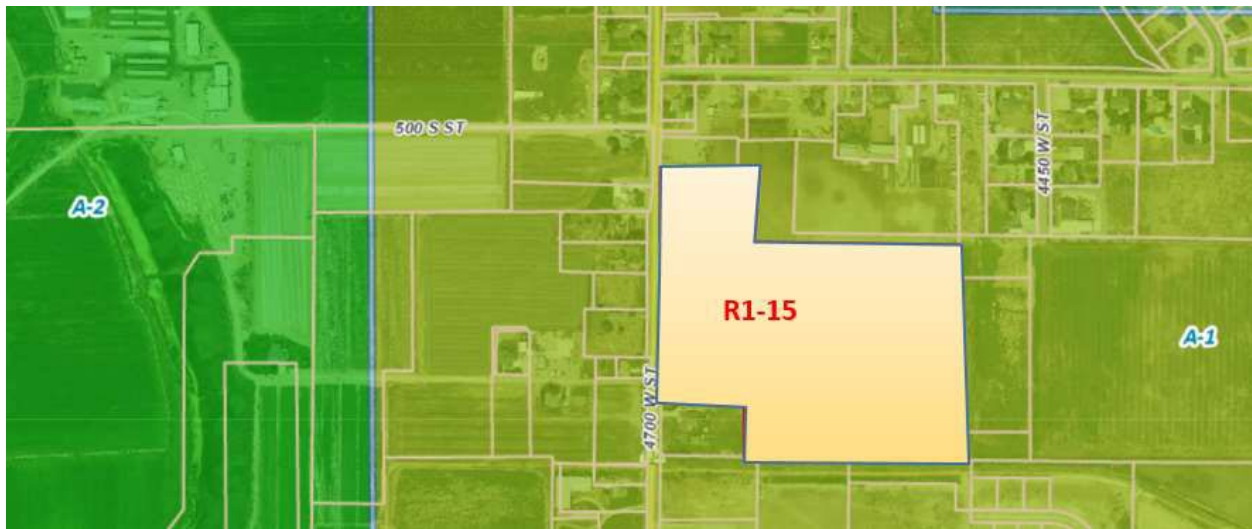


Exhibit E – Street Cross Sections

MINOR RESIDENTIAL

VEHICLE LANES: 2 (UNMARKED)

INTENDED SPEED: 25 MPH

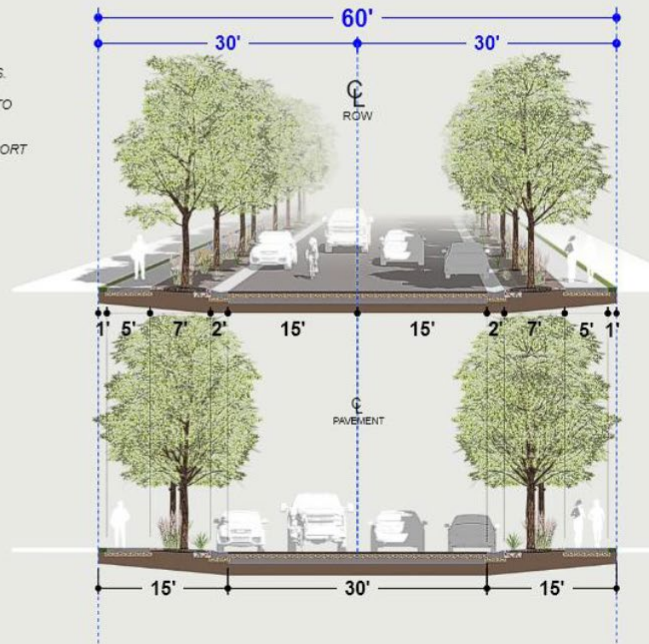
SHOULDER: ON-STREET PARKING

BICYCLE FACILITIES: ON-STREET (UNMARKED)

CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH

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

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



Minor Residential Streets shall be labeled with an “A.”

As a limited connection street, Master Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector or arterial streets.

MAJOR RESIDENTIAL

VEHICLE LANES: 2

INTENDED SPEED: 25 MPH

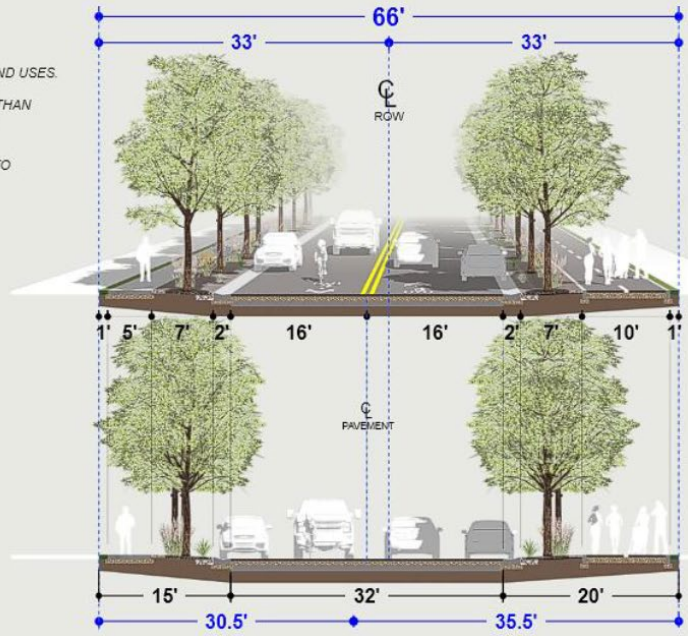
SHOULDER: ON-STREET PARKING

BICYCLE FACILITIES: ON-STREET LANE SHARROW

CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS

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

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



Major Residential Streets shall be labeled with a “B.”

Master Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that provide a continuous route through the Project, provide a continuous route that is greater than 1300 linear feet, contain a 10-foot paved pathway, or extends from a collector or arterial street and provides significant connection to other residential streets in the Project or beyond.

MINOR ARTERIAL 3HS

VEHICLE LANES: 3

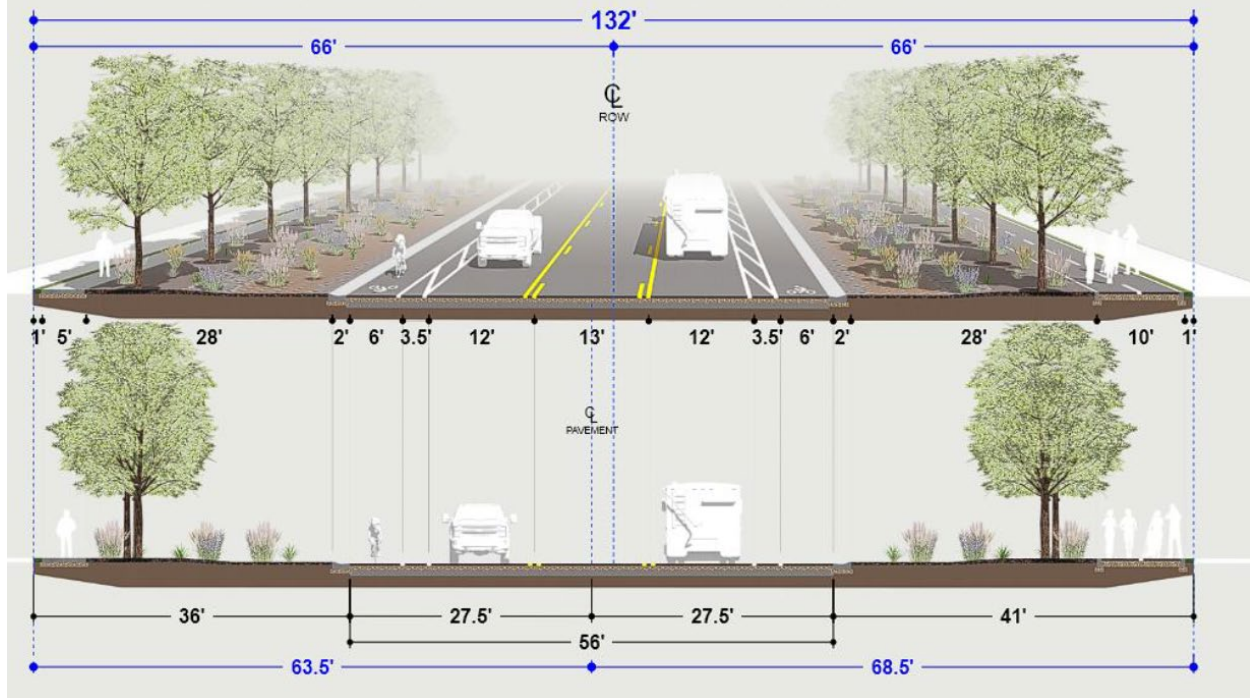
INTENDED SPEED: 45+ MPH

SHOULDER: BIKE LANE, NO PARKING

BICYCLE FACILITIES: BUFFERED BIKE LANE

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

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



Minor Arterial Streets shall be labeled with a "C."

Exhibit F – Reserved

Exhibit G – Street Fencing/Wall Examples



WEBER COUNTY ORDINANCE 2025 - ____

**AN ORDINANCE AMENDING THE COUNTY’S LAND USE MAP, CHANGING CERTAIN
PROPERTY IN THE WESTERN WEBER PLANNING AREA FROM A-1 (AGRICULTURAL)
TO R1-15 (RESIDENTIAL)**

WHEREAS, the County has an interest in regulating zoning in the unincorporated areas of the County to promote the orderly and regular development and use of property; and,

WHEREAS, State Code Section 17-27a-503 (1) provides for the amendment of zoning districts; and,

WHEREAS, State Code Section 17-27a-503 (2) requires a recommendation from the Planning Commission; and,

WHEREAS, on August 13, 2024, the Western Weber Planning Commission held a public hearing, took meaningful comment, and voted to recommend approval by the Weber County Commission; and,

WHEREAS, the County wishes to comply with all appertaining State regulations and codes related to zoning map amendments; and,

WHEREAS, 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,

WHEREAS, residents and property owners in the County have a right to quiet use and enjoyment of their property, which occasionally requires the amendment of the County’s zoning map;

NOW THEREFORE, be it ordained by the Board of County Commissioners of Weber County, in the State of Utah, as follows:

SECTION 1: AMENDMENT: The Zoning Map of Weber County is hereby amended as follows:

That portion of unincorporated Weber County as described in Exhibit A is changed from the A-1 (Agricultural) to the R1-15 (Residential) zoning district. Amended zoning map to be as depicted in Exhibit B.

**PASSED AND ADOPTED BY THE WEBER COUNTY BOARD OF COUNTY COMMISSIONERS
ON THIS ____ DAY OF _____, 20__.**

	AYE	NAY	ABSENT	ABSTAIN
Gage Froerer	_____	_____	_____	_____
James Harvey	_____	_____	_____	_____
Sharon Arrington Bolos	_____	_____	_____	_____

Presiding Officer

Attest

Sharon Arrington Bolos
Board of Commissioners Chair,
Weber County

Ricky D. Hatch, CPA,
Clerk/Auditor
Weber County

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

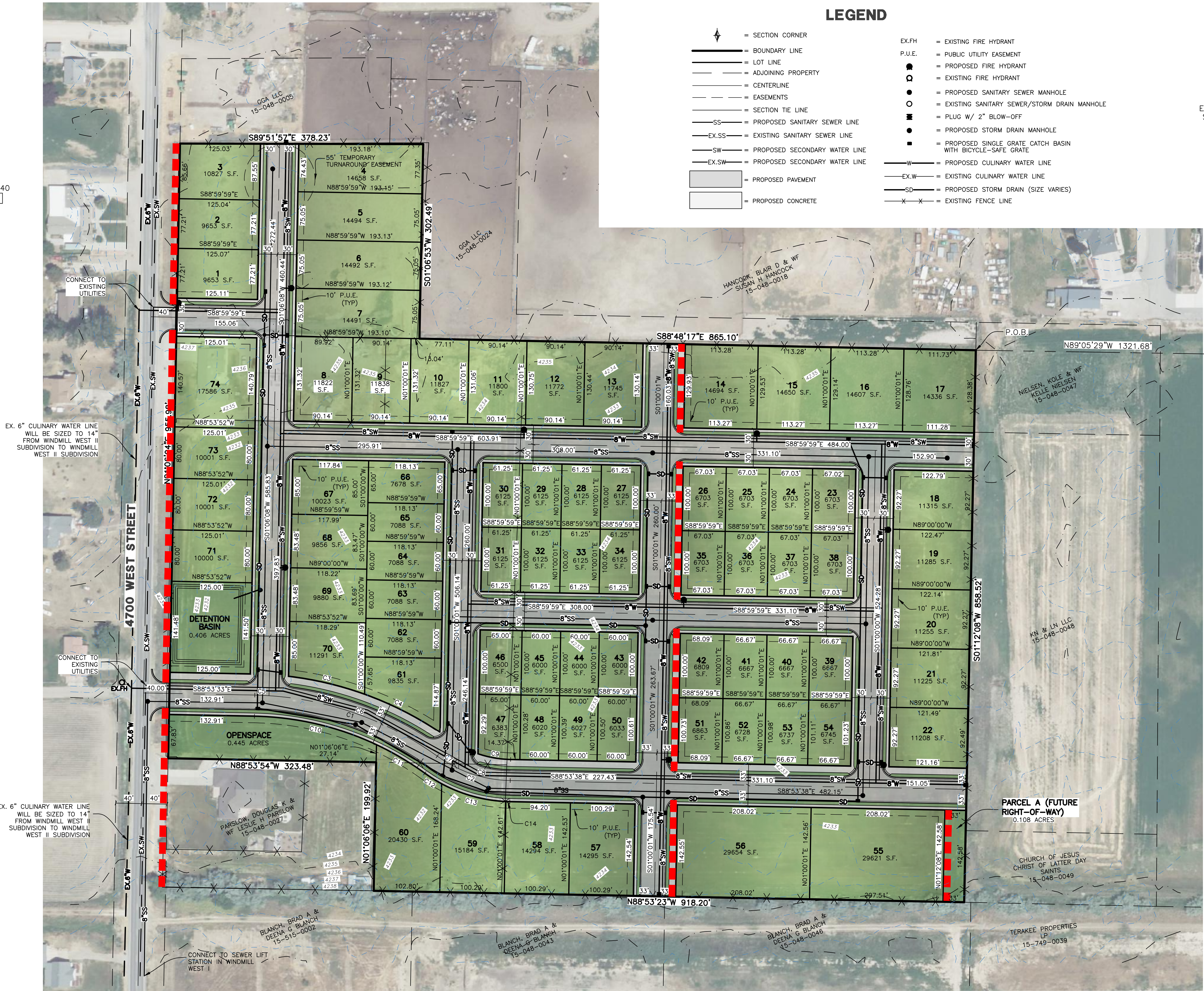
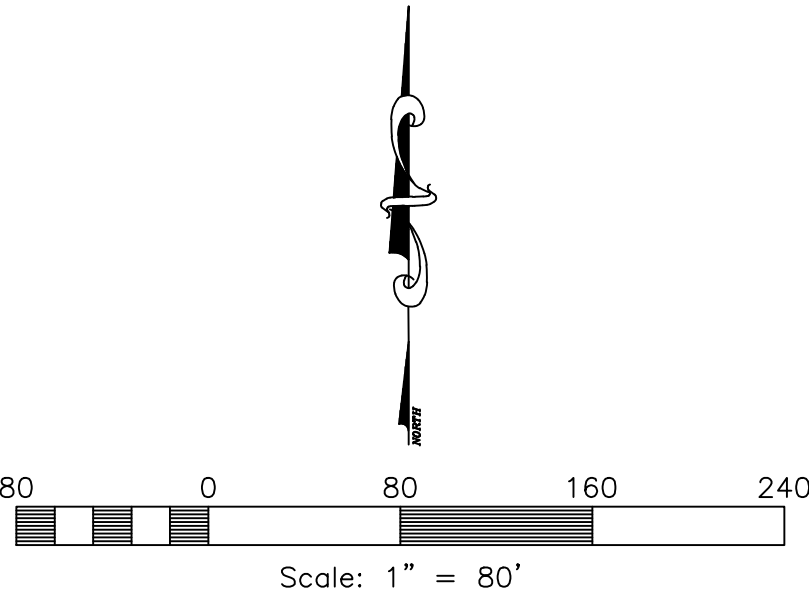
PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 461.66 FEET SOUTH 00°54'31" WEST AND 1321.68 FEET
NORTH 89°05'29" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 17 (SAID
EAST QUARTER BEING N00°54'31"E 2644.93 FEET FROM THE SOUTHEAST CORNER OF SAID
SECTION 17); THENCE SOUTH 01°12'08" WEST 858.52 FEET; THENCE NORTH 88°53'23" WEST
918.20 FEET; THENCE NORTH 01°06'06" EAST 199.92 FEET; THENCE NORTH 88°53'54" WEST
323.48 FEET TO THE EASTERLY RIGHT OF WAY OF 4700 WEST STREET; THENCE
NORTH 01°06'04" EAST 955.98 FEET ALONG SAID EASTERLY LINE; THENCE
SOUTH 89°51'57" EAST 378.23 FEET; THENCE SOUTH 01°06'53" WEST 302.49 FEET; THENCE
SOUTH 88°48'17" EAST 865.10 FEET TO THE POINT OF BEGINNING.
CONTAINING 1116202 SQUARE FEET OR 25.624 ACRES.

The map shows a residential area with various zoning districts. A large orange-shaded area is labeled 'R1-15' and 'Subject' with a red arrow. Other areas are labeled 'R1-15' (hatched) and 'R-3' (red). Street names include 500 S ST, W 500 S, 4700 W ST, 4700 W ST, 750 S ST, 800 S ST, 850 S ST, and W 900 S. Lot numbers are visible throughout the map.

[illegible]

EXHIBIT C



LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = CENTERLINE
- = EASEMENTS
- = SECTION TIE LINE
- = PROPOSED SANITARY SEWER LINE
- = EX-SW = EXISTING SANITARY SEWER LINE
- = SW = PROPOSED SECONDARY WATER LINE
- = EX-SW = PROPOSED SECONDARY WATER LINE
- = PROPOSED PAVEMENT
- = PROPOSED CONCRETE
- EX.FH = EXISTING FIRE HYDRANT
- P.U.E. = PUBLIC UTILITY EASEMENT
- = PROPOSED FIRE HYDRANT
- = EXISTING FIRE HYDRANT
- = PROPOSED SANITARY SEWER MANHOLE
- = EXISTING SANITARY SEWER/STORM DRAIN MANHOLE
- = PLUG W/ 2" BLOW-OFF
- = PROPOSED STORM DRAIN MANHOLE
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = EX.W = EXISTING CULINARY WATER LINE
- = SD = PROPOSED STORM DRAIN (SIZE VARIES)
- = X-X = EXISTING FENCE LINE

EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

S00°54'31"W (BASIS OF BEARINGS) 2644.93'

2183.27'

SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

Density Calculations
Total Area.....25.62 ac. (1,116,202 s.f.)
Density...1,116,202 s.f./15,000 s.f. = 74.41 Lots

Harper Haven

Weber County, Utah



REVISIONS	DESCRIPTION
DATE	

Project Info.	Harper Haven
Engineer:	N. Reeve
Planner:	C. Cave
Designer:	E. Roche
Date:	5-7-24
Name:	WINDMILL WEST II
Number:	7605-05

Sheet	1
1	Sheets



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-09, an application to rezone approximately 25.69 acres of land located at approximately 600 South 4700 West, from the A-1 zone to the RE-15 zone.
Agenda Date: August 13, 2024
Applicant: Phil Holland
File Number: ZMA2024-09
Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/20403>

Property Information

Approximate Address: 600 South 4700 West, Unincorporated West Weber
Current Zone(s): A-1 Zone
Proposed Zone(s): Applicant's request: RE-15 Zone. Planning Staff Recommendation: R1-15 Zone.

Adjacent Land Use

North: Agriculture	South: Agriculture/Residential
East: Agriculture	West: 4700 West Street

Staff Information

Report Presenter: Tammy Aydelotte
 taydelotte@webercountyutah.gov
 801-399-8794
Report Reviewer: CE

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-1 Zone to the RE-15 Zone. Given the details of the concept plan, if a rezone is granted then staff recommends it be to the R1-15 Zone, not the RE-15 Zone. For the purposes of this report, staff is considering this request for the R1-15 Zone. The planning commission previously reviewed this request under a different applicant on July 11, 2023. This request is a continuation of this application. However, because a different street alignment is proposed, it is coming back before the Planning Commission for a recommendation.

The applicant is proposing 74 dwelling units, with two connections to 4700 West and two street connections to the eastern boundary of the subdivision, to allow for future connectivity. Pathways are proposed throughout this development, however,

The only outstanding concern from Planning staff is the need to continue the pathway along the canal located along the southern boundary. This canal is located outside the development area, however, this developer is installing the pathway along this canal across 4700 West to the west with an executed development agreement in place. As

such, the County would like to see this pathway continue east along the southern boundary, with the applicant for this rezone contributing toward this section of pathway. Planning would be fin replacing the southernmost pathway within the development with sidewalk, to allow for the pathway along the canal.

This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county can ensure connectivity to adjacent development.

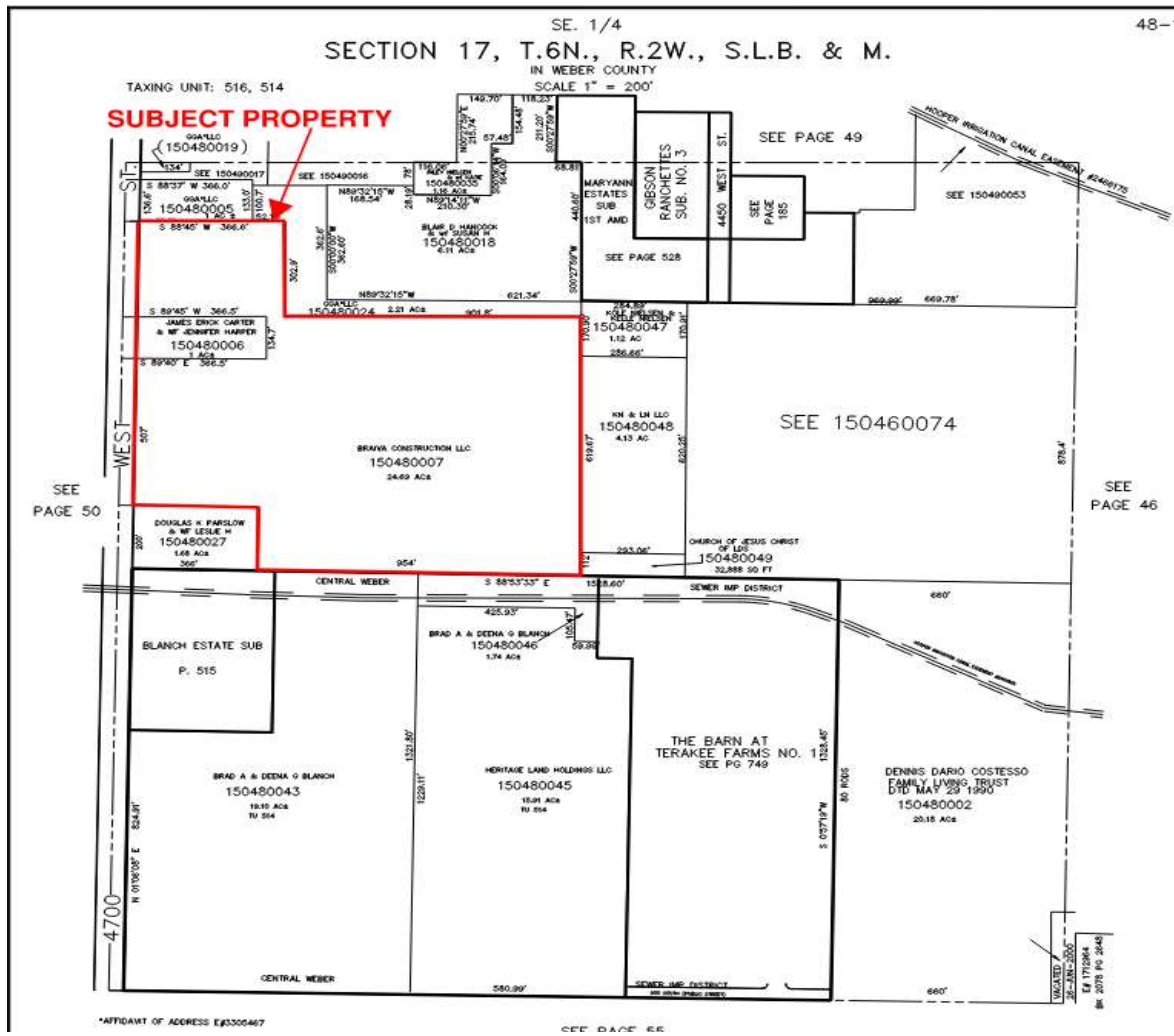
Staff is recommending approval of the rezone, with certain specific requirements being placed in a development agreement, as provided in the staff recommendation herein.

Policy Analysis

This is a proposed rezone of approximately 25.69 acres. The property is currently held as two separate parcels: #150480007 (24.69 acres), #150480006 (1.00 acres).

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 25.69 acres. 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.

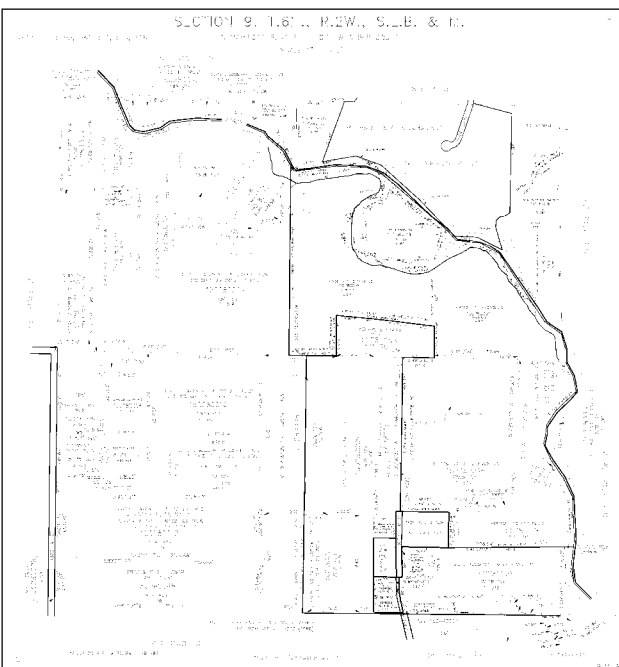
The current zone of the subject property is A-2. **Figure 2** displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The purpose and intent of the A-2 zone is:

Figure 2: Current Zoning Map and the Subject Parcel(s).



TI

TI

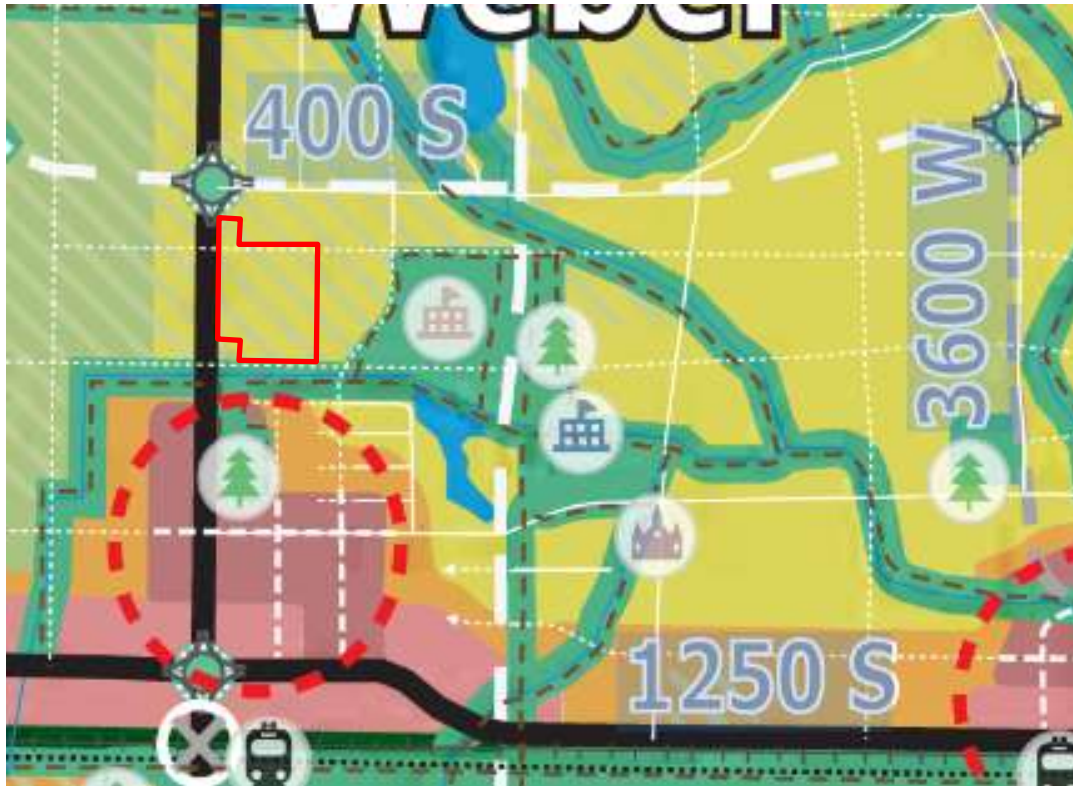


5 Zone. The purpose of the R1-15 Zone is:

ment at a low density in a semi-agricultural or rural

the yellow polygon depicting the proposed R1-15 zone.

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



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

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

Through a development agreement, the county can also apply other regulations to the project that may help soften the strict requirements of code if those requirements do not make sense for the specifics of the project, or strengthen sections of code that may not adequately govern the specifics of the project.

Working with the applicant, planning staff have a high degree of confidence that the proposal can meet the R1-15 zone requirements, as well as street and pathway connectivity standards. The site plan may need a few minor changes or reconfigurations here or there, as requested by staff, but the planning commission should be able to find that these changes can occur through the process of drafting a development agreement prior to final county commission consideration.

If a land survey finds that the property accurately describes as 25.69 acres, this rezone will entitle the applicant to 74 dwelling units.

Exhibit D illustrates the proposed concept plan for the property. **Figure 4²** 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.

² See also Exhibit E

As can be seen, with minimal adjustments, the plan should be sufficient to provide for the conceptual nature of the proposal. In **Figure 4**, 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.

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

Figure 4: Proposed Concept Plan



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

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

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

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

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

³ Western Weber General Plan (p. 21)

- 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 donate \$7,500 per lot towards open space improvements with the Taylor West Weber Parks District.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or dead ends.*
 - 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 volunteering to donate \$7,500 per dwelling unit (totaling \$555,000) to the Taylor West Weber Park District. The park district has expressed their satisfaction with this proposal, and has submitted their support of this proposal in writing. This donation will assist the District in providing parks and recreational services to both residents of this proposed development and the surrounding area.
- *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. Included under higher efficiency ratings are landscaping standards, specifically smart irrigation systems. Staff will incorporate these recommendations into the associated development agreement.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
 - The planning commission may determine that the proposed street and pathway connectivity accomplishes this principle.

(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 4700 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.

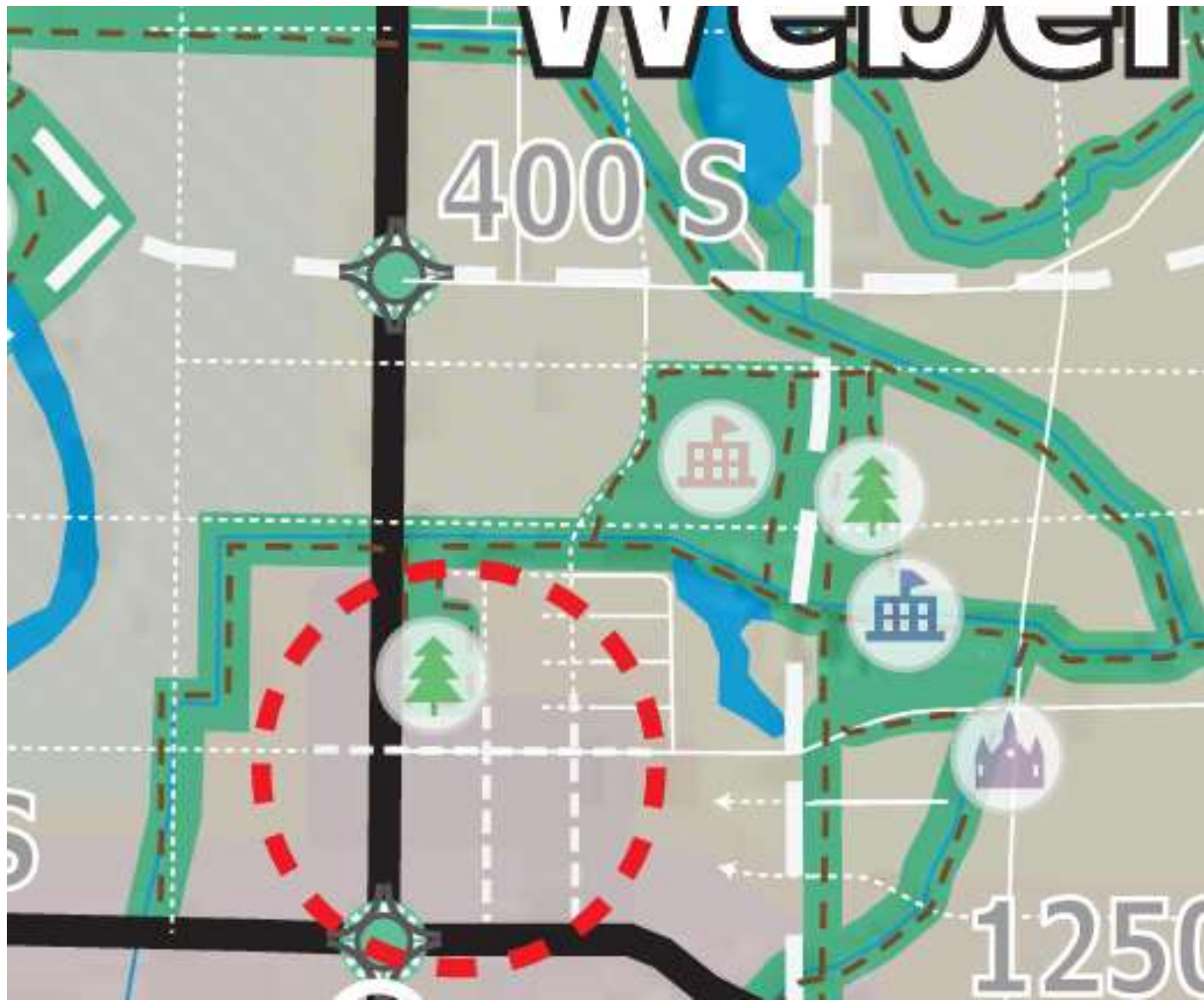
The County's currently adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic.

Figure 5 shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and surrounding area, the plan recommends securing 4700 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 has yet to receive approval from UDOT, regarding both connections to 4700 West. This is a detail that may continue to be discussed between the developer and UDOT and can be addressed prior to County Commission approval, through the development agreement.

Figure 5: Future Streets



Police and Fire Protection

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

Stormwater Drainage Systems

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

Water Supply

The 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. One important expectation of the district is for the property to be served with secondary water by Hooper Irrigation Company or another similarly qualified irrigation company. The property is within Hooper Irrigation Company's service area.

Wastewater

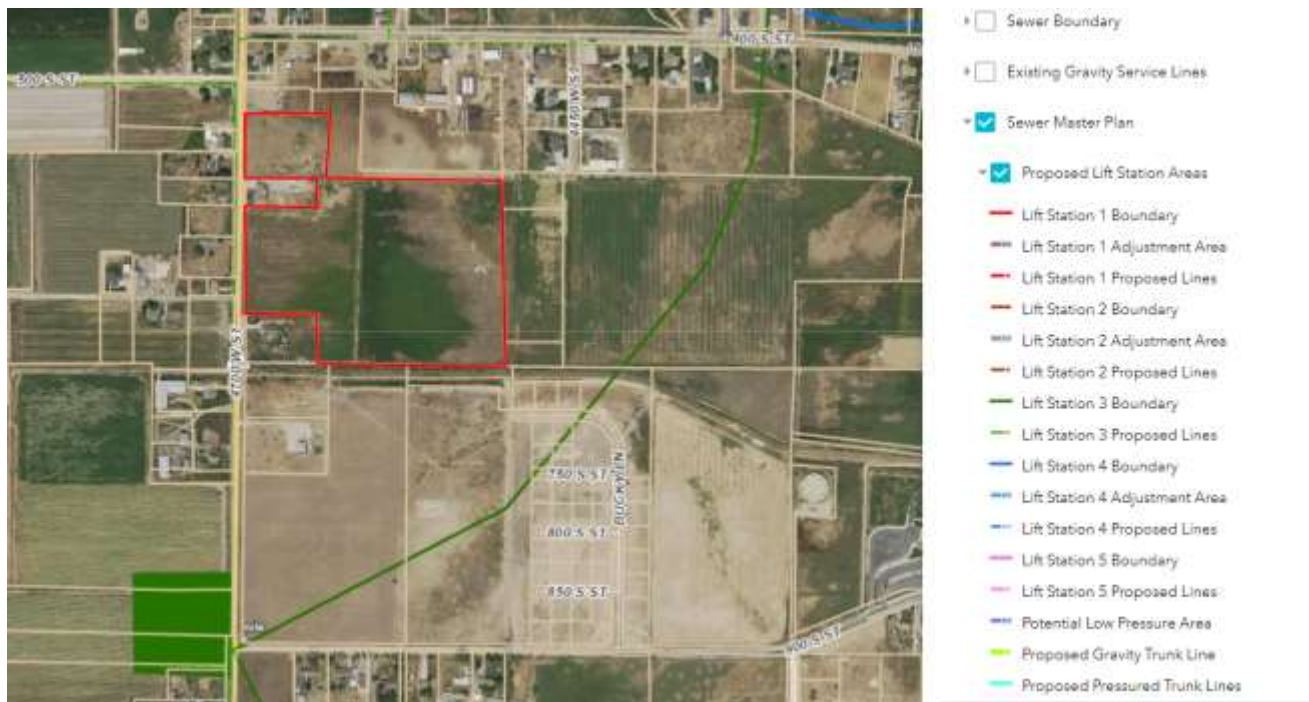
The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District. The project is located in Lift Station Area 3 on the county's sewer master plan, as illustrated in **Figure 6**.

Refuse Collection

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

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

Figure 6: West Weber Sewer Master Plan



(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.

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. Provide or contribute towards a non-street adjacent pathway to the south of project, as generally depicted on the general plan's future land use map.
 - c. 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. Obligate applicant to install all pathways outlined in the development agreement. If phased, ensure a proportionate amount of pathway and appurtenances is installed both within the phase and, if different, along the canal to the south. Follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code.
 - b. 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.
3. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
 - a. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
4. 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 #ZMA2024-09, an application to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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 #ZMA2024-09, an application to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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 #ZMA2024-09, an application to rezone approximately 25.69 acres of land located at approximately 600 North, 4700 West, from the A-1 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

Windmill 2 Zoning Map Amendment

[+ Add Follower](#)

[✎ Change Status](#)

[✎ Change Review Due Date](#)

[✎ Edit Project](#)

Address:	550 South 4700 West, Taylor, UT, 84404	Project Status:	Accepted
Maps:	County Map , Google Maps	Status Date:	6/4/2024
Project Type:	Zoning Map Amendments	File Number:	ZMA2024-09
Sub Type:	Zoning Map Amendments	Parent Project:	Windmill 2 Rezone
Created By:	chris cave	Project Manager:	Tammy Aydelotte
Created On:	5/23/2024		

[Application](#)

[Documents 4](#)

[Comments 3](#)

[Reviews 0](#)

[Followers 5](#)

[History](#)

[Reminder 0](#)

[Payments 0](#)

[Internal 0](#)

Application

[+ Add Building](#)

[+ Add Parcel](#)

[+ Add a Contractor](#)

[✎ Edit Application](#)

[Print](#)

[Building Permit](#)

Project Description

Request for rezone request from A-1 to RE-15

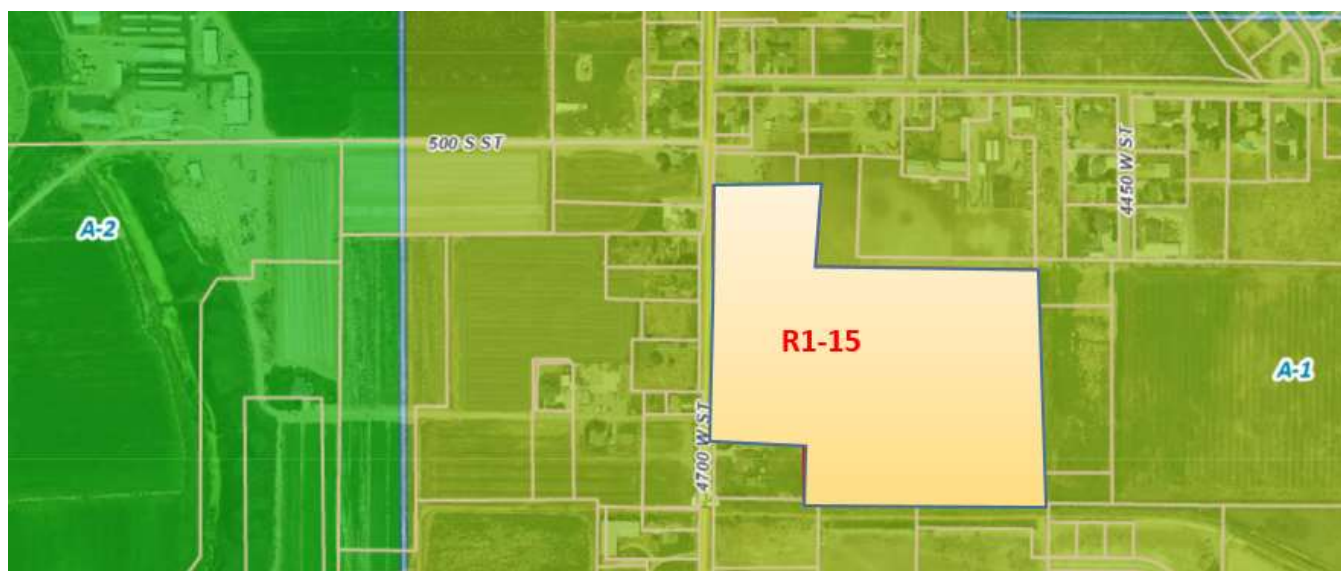
Property Address	550 South 4700 West Taylor, UT, 84404
Property Owner	Phil Holland 801-668-1565 Phil@hgroupventures.com
Representative	Trek Loveridge 801-824-8768 trek@hgroupventures.com

Accessory Dwelling Unit	False
Current Zoning	A-1
Subdivision Name	Harper Subdivision
Number of new lots being created	74
Lot Number	
Lot Size	
Frontage	
Culinary Water Authority	Bona Vista Water Improvement District
Secondary Water Provider	Hooper Irrigation Company
Sanitary Sewer Authority	Central Weber Sewer

Exhibit B: Current Zone Map



Exhibit C: Proposed Zone Map



[illegible]

Exhibit E: Amended Concept Plan w/ Staff Edits



replace this pathway with a sidewalk, and contribute/install pathway along canal to the south of the project.