



## Staff Report to the County Commission

Weber County Planning Division

### Synopsis

#### APPLICATION INFORMATION

**Application Request:** **ZMA 2024-02** A public hearing for a resolution to amend the Western Weber General Plan to change land designated as park/recreation to medium-to-large lot residential, and an ordinance and development agreement to rezone approximately 40 acres from the A-1 (Agriculture) to the R1-15 (Residential). The proposal is located at approximately 3300 South 3900 West.

**Agenda Date:** Tuesday, June 11, 2024

**Applicant:** Ogden 3, L.L.C. Agent: Wade Rumsey and Igor Maksymiw

#### PROPERTY INFORMATION

**Zoning:** The area to be rezoned is currently A-1

**Proposed Zoning:** Residential, R1-15

#### ADJACENT LAND USE

**North:** Vacant (proposed medium and large lot res)      **South:** Agriculture and large-lot residential

**East:** Large-lot residential      **West:** Vacant (proposed medium lot res)

#### STAFF INFORMATION

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

**Report Reviewer:** RG

### Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.

§Title 104, Chapter 2 Agricultural Zones.

§Title 104, Chapter 12 Residential Zones.

### Legislative Decisions

This is a legislative matter. There is wide discretion in making legislative decisions. Criteria for decisions on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

### Summary

The developer requests to amend the zoning map from A-1 to R1-15 on about 40 acres. Some of this acreage is already platted lots in the original Winston Park Subdivision.

This request, if approved, will relieve the developer of an open space conservation easement applied through the Winston Park Subdivision plat. To compensate for the loss of open space, the Developer is proposing to provide the Park District \$5,000 per new residential lot or unit, as well as providing new trail connections toward the park district's forthcoming park to the west of this property. The Developer is also proposing a concept plan that provides exemplary street and pedestrian connectivity to and through the development, making better connections to surrounding properties for potential future development opportunities.

This proposed rezone necessitates an amendment to the Western Weber General Plan. The future land use map of the general plan designated this land as parks and rec as a result of the original development's open space easement. If this easement is released then the parks and rec designation is no longer helpful to the community or the land owner.

If the commissioners are comfortable with the proposed public offerings given through the development agreement, then the commissioners may desire to approve the general plan amendment, rezone, and development agreement. The development agreement was mutually negotiated by county staff and the developer based on the desires of the planning commission and the general guidance from the county commission, as well as within the context of the general plan.

On February 13, 2024, the Western Weber Planning Commission provided a positive recommendation for this request.

### **Policy Analysis**

A complete policy analysis is included in the attached staff report that was presented to the Western Weber Planning Commission.

### **Planning Commission Recommendation**

The planning commission offered a positive recommendation for this general plan amendment and rezone based on the conditions and findings of the planning commission staff report (attached), the conditions of which to be applied through a development agreement.

### **Attachments**

- A.** General Plan Amendment Resolution
- B.** Rezone Ordinance
- C.** Development Agreement
- D.** Planning Commission Staff Report

## **Attachment A – General Plan Amendment Resolution**

**See next page**

**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION AMENDING THE LAND USE MAP OF THE WESTERN WEBER  
AREA GENERAL PLAN RELATED TO THE WINSTON PARK SUBDIVISION**

**WHEREAS**, the County has a public interest in planning for the future land uses in the unincorporated areas of the County to promote the orderly and regular development and use of property; and

**WHEREAS**, State Code Sections 17-27a-404 (1) and (2) state that a planning commission shall provide notice, hold a public hearing, and forward a recommendation to the legislative body for proposed general plan amendments; and

**WHEREAS**, on February 13, 2024, the Western Weber Planning Commission, after proper notice of the meeting, held a public hearing to receive comment about the proposed general plan amendments; and

**WHEREAS**, in that meeting, the Planning Commission voted to forward a positive recommendation to the County Commission; and

**WHEREAS**, State Code Sections 17-27a-404 (3) and (4) states that the legislative body shall consider each proposed general plan amendment that the Planning Commission has forwarded; and

**WHEREAS**, the County wishes to comply with all appertaining State regulations and codes related to general plan amendments; and

**WHEREAS**, residents of the County have a right to quiet use and enjoyment of their property, including the orderly development of adjoining land uses in the community applicable to recreational and residential land uses;

**NOW THEREFORE**, the Weber County Board of Commissioners hereby adopts the proposed amendment to the Future Land Use Map of the Western Weber Planning Area General as provided in the attachment. The Weber County Board of Commissioners also delegates authority to staff to reformat the map attached hereto for public publishing purposes and in doing so make any clerical or administrative edits necessary to produce a professionally published document.

This resolution shall become effective upon publication.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James “Jim H” Harvey, Chair

Commissioner Bolos voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

**ATTACHMENTS:**

Attachment 1: Amended Future Land Use Map – Western Weber Planning Area General Plan

(Next Page)



## **Attachment B – Rezone Ordinance**

**See next page.**

**ORDINANCE NUMBER 2024-**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE  
THE WINSTON PARK SUBDIVISION, APPROXIMATELY 40 ACRES, FROM THE A-1  
ZONE TO THE R1-15 ZONE**

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

**WHEREAS**, the Weber County Board of Commissioners has received an application to amend the zoning designation on property located at approximately 3667 West, 1800 South in unincorporated Weber County; and

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

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

**WHEREAS**, After a public hearing on February 13, 2024, the Western Weber Planning Commission forwarded a recommendation to the Weber County Board of Commissioners regarding this zone district amendment; and

**WHEREAS**, After reviewing the planning commission's recommendation and the Western Weber General Plan, and in consideration of the applicant's proposed voluntary public contributions and amenities accepted by Weber County Board of Commissioners by means of the associated development agreement, the Weber County Board of Commissioners desires to rezone the subject property from the A-1 zone to the R1-15 zone; and

**WHEREAS**, The Parties mutually understand that the Weber County Board of Commissioners is not obligated to rezone the project, but desires to do so as a result of the applicant's voluntary contributions as set forth in the associated development agreement, without which the County would not realize the full benefits of this decision and would not rezone the Property; and

**WHEREAS**, the Winston Park Subdivision plat, recorded in the Office of the County Recorder on July 12, 2022, dedicates to Weber County a perpetual right and easement over certain parcels in order to ensure those parcels remain open and undeveloped and

**WHEREAS**, As part of this zone district amendment and the considerations provided by virtue of the associated development agreement, the Weber County Board of Commissioners desire to release the County's interest in the perpetual right and easement;

**NOW THEREFORE**, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to change the zoning designation, as more precisely described in the attached exhibits, from the A-1 zone to the R1-15 zone. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict

between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties. The Weber County Board of Commissioners hereby release the County's interest in the perpetual right and easement on parcels in the Winston Park Subdivision that was for ensuring those parcels remain open and undeveloped.

This ordinance shall become effective fifteen (15) days after publication or on the day the development agreement between Singletree Acres, LLC and Weber County is recorded, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James "Jim H" Harvey, Chair

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

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

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

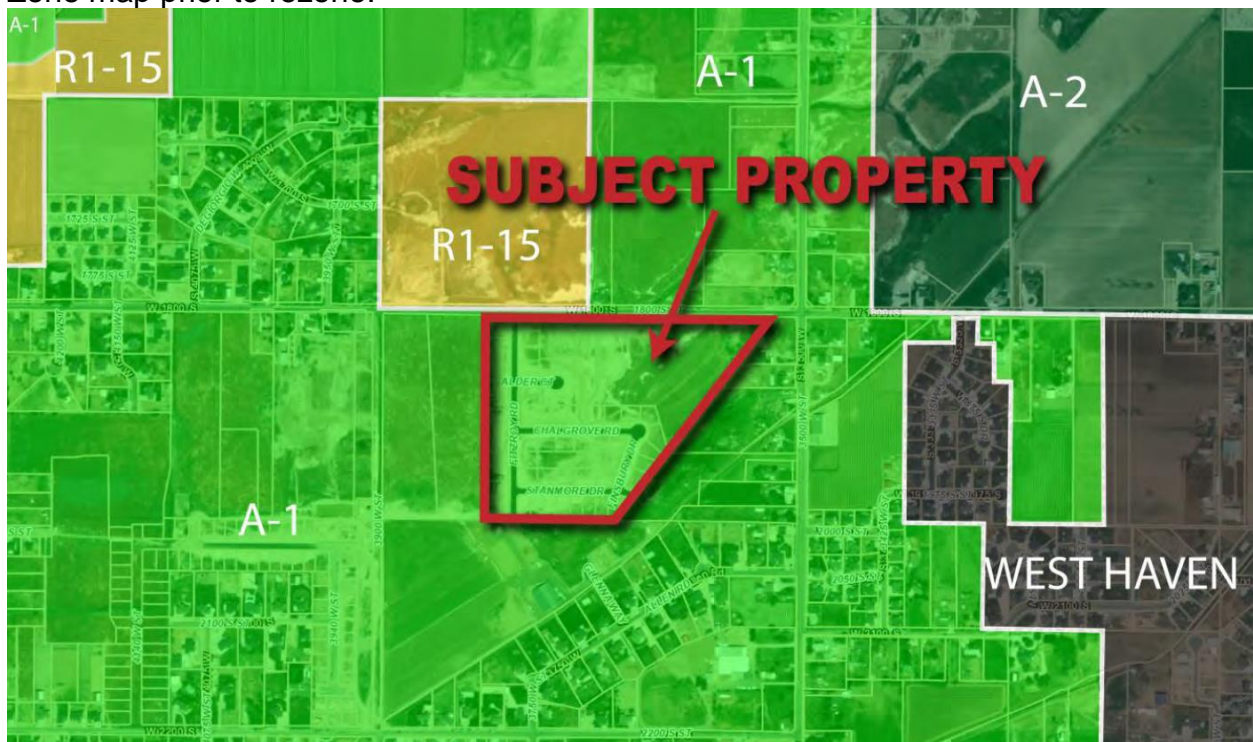
ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

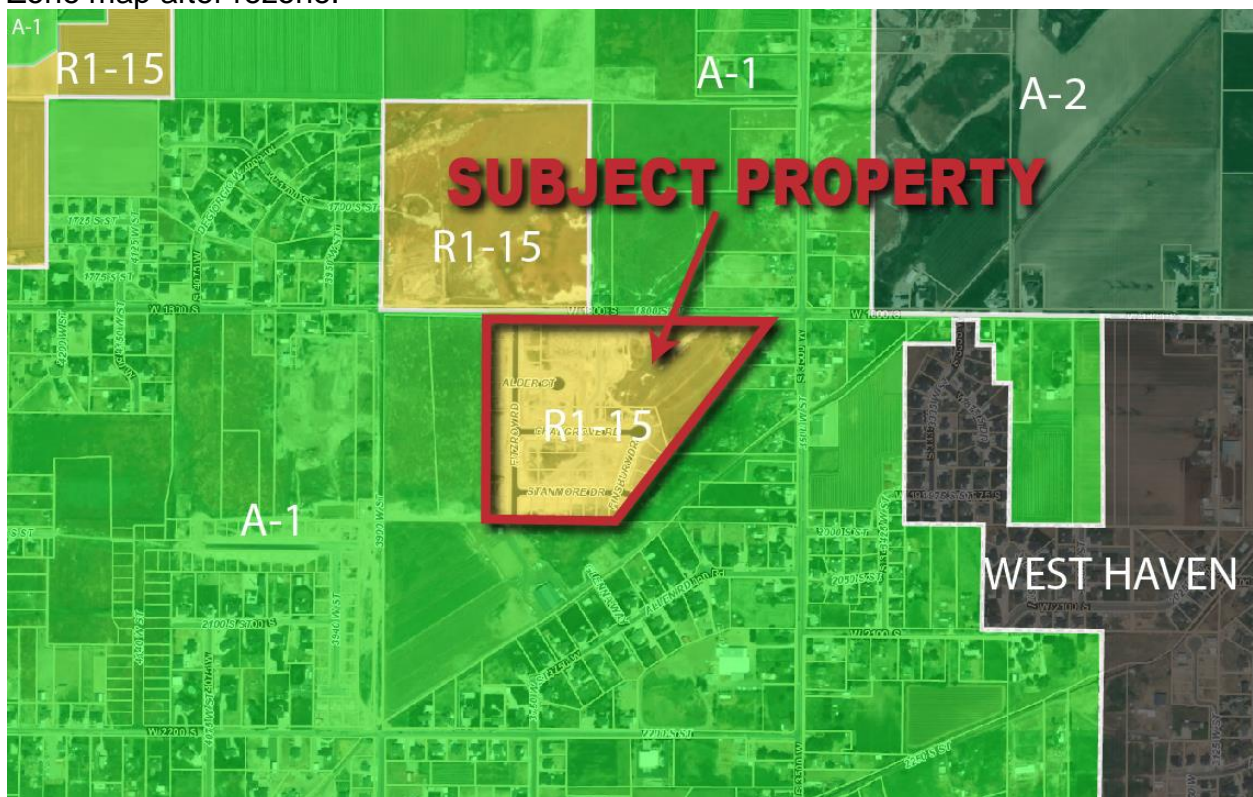
## Exhibit A

### Graphic Representation of the Property and the Rezone

Zone map prior to rezone:



Zone map after rezone:



## **Exhibit B**

### **Written Description of Rezone to R1-15 Zone**

#### **BOUNDARY DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EXISTING FENCE AND WESTERLY BANK OF SAID SLOUGH THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 38°02'07" WEST 414.75 FEET; 2) SOUTH 37°51'05" WEST 188.07 FEET; 3) SOUTH 38°06'04" WEST 513.12 FEET; 4) SOUTH 43°27'51" WEST 42.80 FEET; 5) SOUTH 39°10'43" WEST 191.74 FEET; 6) SOUTH 41°15'28" WEST 152.02 FEET; 7) SOUTH 33°50'24" WEST 167.55 FEET TO POINT ON A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 3184075 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°46'49" WEST 814.57 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 00°41'23" EAST 1318.75 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°15'08" EAST ALONG SAID QUARTER SECTION LINE 1830.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 40.152 ACRES, MORE OR LESS

## **Attachment C – Development Agreement**

**See next page.**

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**Ogden 3, L.L.C.**

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**DEVELOPMENT AGREEMENT**  
**Winston Park Phase 2**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Ogden 3, L.L.C. ("Developer"), known together herein as the "Parties."

**RECITALS**

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

**WHEREAS**, The Developer's objective is to develop a residential subdivision that complements the character of the community and is financially successful; and

**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; and

**WHEREAS**, The general plan advocates, and the Board of County Commissioners hereby further affirm, that new development in the area resulting from a rezone should not only compensate for its impacts on the character of the community and the existing residents, it should also enhance and benefit the existing and future community using smart growth principles such as expansion of parks and open space areas, street and pathway connectivity, and other smart growth principles specified in the plan; and

**WHEREAS**, The Project is currently zoned A-1 (Agricultural). In order to benefit from the additional development rights that the R1-15 zone offers, Developer desires to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein; and

**WHEREAS**, Developer acknowledges that a rezone is not compulsory and that Developer is hereby volunteering to be rezoned. Developer understands that volunteering to be rezoned will result in the obligations and benefits set forth in this Agreement as well as in the new zone. Developer further acknowledges that some of the obligations and benefits set forth in this Agreement might not otherwise be applicable or enforceable without Developer volunteering to comply and benefit from this Agreement; and

**WHEREAS**, Developer understands that the Board of County Commissioners is not obligated to rezone the project, but does so as a result of Developer's voluntary contributions as set forth in this Agreement, without which the County would not realize the full benefits of this Agreement and would not have rezoned the Property.

**WHEREAS**, In consideration of Developer's voluntary contributions, the Board of County Commissioners desire to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein, as generally depicted in **Attachment D: Associated Rezone Area**; and

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A: Project Area Legal Description** and illustrated in **Attachment B: Project Area Graphic Representation**. A concept plan showing the general location and layout of the Project is contained in **Attachment C: Concept Plan**;

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

## **AGREEMENT**

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

- 1.1. Effective Date.** The Effective Date of this Agreement is the latter of:
  - 1.1.1.** The last date upon which it is signed by any of the Parties hereto;
  - 1.1.2.** The recordation of this Agreement; or
  - 1.1.3.** The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.
- 1.2. Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s).
- 1.3. 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:
  - 1.3.1.** The term of this Agreement expires and is not extended as provided above;
  - 1.3.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
  - 1.3.3.** The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 12 of this Agreement.

### **2. 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. 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 entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 2.1. Agreement.** "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. Code.** "Code" means the Weber County Code.
- 2.3. County.** "County" means Weber County, Utah.
- 2.4. County Laws.** "County Laws" means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been adopted or may be adopted in the future.
- 2.5. Developer.** "Developer" means Ogden 3, LLC or its Assignees or Successors as provided in Section 11.1 or 11.2 of this Agreement.
- 2.6. Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.

- 2.7. Side Setback, Exterior.** "Exterior Side Setback" means the side setback for the exterior side of a building; the opposite of Interior Side Setback.
- 2.8. Side Setback, Interior.** "Interior Side Setback" means the setback of the exterior wall of a dwelling unit that directly abuts, by means of a zero side yard setback, the wall of the adjoining dwelling unit; or, if allowed by applicable laws, the two abutting units may be sharing the same wall.
- 2.9. Force Majeure Event.** "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.
- 2.10. Parties.** "Parties" means the Developer and the County.
- 2.11. Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.
- 2.12. Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in **Attachment A:** Project Area Legal Description and **Attachment B:** Project Area Graphic Depiction, but may also include improvements on adjacent or nearby properties where more specifically provided for herein.
- 2.13. Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.14. Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

### **3. Conflicting Provisions**

Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Attachments. In the event of a conflict between the County's laws and this Agreement, the more specific provisions of this Agreement and its Attachments shall control. In the event of a conflict between the Attachments of this Agreement and the main body of this Agreement, the main body shall control.

### **4. Project Description and Density.**

A residential subdivision within the R1-15 zone that generally complies with the requirements of Code Section 106-2-4.030 "Connectivity-Incentivized Subdivision, as illustrated in **Attachment C.** While this Agreement provides obligations and benefits that only pertain to development within the area described in **Attachment A,** the density allowed is based on the overall legal description of the existing Winston Park Subdivision, recorded in the Office of the County Recorder on July 12, 2022, which is 40.152 acres. The R1-15 zone enables 116 dwelling units on 40.152 acres. The existing Winston Park Subdivision contains 54 lots. This Agreement contains three of those lots and other areas designated as open space. Given this, the County agrees that the Developer is entitled to develop no more than 65 total dwelling

units within the area described in **Attachment A**.

**5. Restriction on Right to Protest Annexation**

If a city or district attempts to annex the Property, Developer, on behalf of itself and any successive property owner within the Project, hereby waives the right to protest the annexation, and agrees that any filed protest is void, and agrees to support the annexation unless County agrees, in writing, with and to the protest. If more than one municipality or district is available into which the entire Project can be annexed, Developer may choose which municipality or district the entire project will join.

**6. Project Location and Illustration.**

The Project is as described in **Attachment A**, and illustrated in **Attachment B and C**.

**7. Vested Rights and Reserved Legislative Powers.**

**7.1. Vested Rights.** Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone, development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

**7.2. Exceptions to Vesting.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of the 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:

**7.2.1.** Future laws that Developer agrees in writing to the application thereof to the Project;

**7.2.2.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulation affecting the Project;

**7.2.3.** 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, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices 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;

**7.2.4.** 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;

**7.2.5.** 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

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

- 7.3. **Reserved Legislative Powers.** 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 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 the unincorporated areas of the County; and unless in good faith the County declares an emergency, 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.

8. **Certificate of Occupancy Requirements.**

- 8.1. **Each Dwelling to Comply.** Developer, including assigns and successors, understands and agree that no certificate of occupancy for any dwelling unit in the Project will be provided until Weber County has verified compliance with this section.
- 8.2. **Landscaping.** Installation of an operable smart watering controller, as provided in Section 9.4.
- 8.3. **Energy Efficiency.** Installation of operable energy efficient appliances, as provided in Section 9.7.1.
- 8.4. **Smart Thermostat.** Installation of operable smart thermostat, as provided in Section 9.7.2.
- 8.5. **Outdoor Lighting.** Use of dark-sky friendly lighting, as provided in Section 9.8.

9. **Development Standards and Requirements.**

- 9.1. **Project Density.** In exchange for the benefits offered by the developer in this Agreement, County agrees to allow no more than 116 total dwelling units within the original 40-acre boundaries of the Winston Park Subdivision, as provided in Entry 3245491 in the Weber County Recorder's Office. No more than 24 of these units shall be patio homes, as further governed in Section 9.9 herein. The remaining shall be for typical single-family dwelling lots.
- 9.2. **Connectivity Incentivized.** Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in **Attachment C** satisfactorily complies with that code section for the purposes of this Project.
- 9.3. **Street Improvements.** Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment E**.
- 9.3.1. **Driveway Accesses along 1800 South Street.** Developer agrees that no lot will be platted to provide driveway access to 1800 South Street.
- 9.3.2. **Street Wall Along Rear-Facing or Side-Facing Lots on 1800 South.** Developer agrees install a solid wall along 1800 South Street where the rear or side of a residential lot or unit abuts or is otherwise adjacent to and visible from this street. The wall shall be designed to provide visual breaks in the horizontal wall plane at least every 30 feet, such as a column or similar, and the wall and each column shall have a cap. The wall

shall be muted earth-tone in color. Except for the required clear-view triangles, this fence shall be at least six feet in height, but no more than eight feet. Examples of such a fence is provided in **Attachment F**. Alternative fencing along this street may be approved by the Planning Director if it provides similar or better visual qualities and materials. Vinyl fencing along this street is prohibited.

**9.3.3. Public Street Landscaping.**

**9.3.3.1. Street Trees.** All streets shall be lined with shade trees in the parkstrip.

**9.3.3.1.1.** Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**9.3.3.1.2.** Except as provided herein or when otherwise prohibited by Code, the trees shall be planted in intervals and of a species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree.

**9.3.3.1.3.** At least two different tree varieties shall be used and dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term health.

**9.3.3.1.4.** Reasonable openings in the tree canopy should be expected for driveway locations and intersections, including the clear-view triangle.

**9.3.3.1.5.** Developer agrees to provide or cause to be provided by means of the homeowner's association each street tree with an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot that the tree is fronting.

**9.3.3.1.6.** No tree with a caliper less than two inches shall be planted.

**9.3.3.1.7.** Developer is responsible for tree health throughout the duration of the warranty period. Developer agrees to obligate the homeowners association to provide for the tree health thereafter.

**9.3.3.2. Parkstrip Landscaping.** Developer shall place six-inch angular rock, 8-inches deep, in the parkstrip of 1800 South, with a weed barrier beneath. Alternatively, County agrees that Developer may, at its option, install alternative planting and landscaping along 1800 South Street as long as it is operated and maintained by a homeowner's association. County agrees that other park strips in the project may be planted with grass or other landscaping by the Developer or homeowners, which will be operated and maintained either by the adjoining owner or a homeowners association, as may be provided in the covenants.

**9.3.3.3. 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.

**9.4. Non-Public Water-Wise Landscaping.** All lots within the development will have water wise landscaping implemented as follows:

**9.4.1. Smart Controller.** A smart watering controller shall be installed and prewired for at least six irrigation zones. A smart water controller, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart 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. County and Developer mutually agree that the requirement of this Section 9.4.1 will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

**9.4.2. Landscape Certificate of Occupancy Requirement.** See Section 8.

**9.5. Public Utilities.** 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. High voltage power transmission lines are exempt from this requirement.

**9.6. Parks, Open Space, and Trails**

In consideration for the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

**9.6.1. Parks and Open Space:** Developer agrees to donate \$5,000 per lot within the Project to the Park District. Developer agrees that this is a donation offered of the Developer's own free will and is not a fee or exaction imposed by the County or Park District. Developer also agrees that once this donation is made the Park District has full discretion on how to use the donation and Developer has no claim to the donation or how it is used. The per-lot donation shall be remitted to the Park District prior to recordation of a subdivision plat. No Building Division or Planning Division application will be accepted or approved in the Project until the County receives written confirmation of this donation from the Park District.

**9.6.2. Trails, Sidewalks, and Pathways:**

**9.6.2.1. Locations.** Developer agrees to install a 10-foot wide asphalt pathway in the locations as indicated on **Attachment C** and in accordance with Section 106-2-4.030 of the Code.

**9.6.2.2. Pathway or Sidewalk Trees.** Each pathway and sidewalk within the development shall be lined with shade trees in a manner as specified in Section 9.3.3.1 herein.

**9.6.2.3. Pathway Landscaping.** Developer agrees to install a low-maintenance native seed mix, ground cover, or rock mulch, or a combination thereof along the shoulders of the pathways. Native seed mix shall be hydro-seeded. Mulch shall be substantial enough to minimum its migration onto the pathway. The shoulders shall also be lined with weed barrier. The landscaping shall be such that it will minimize weed growth along the pathway right-of-way. County agrees that other landscaping may be installed by the Developer or homeowners, which will be operated and maintained either by the adjoining owner or a homeowners association, as may be provided in the covenants.

**9.6.2.4. Phase 1 Pathway Right-of-Way.** Prior to recordation of the first plat, Developer agrees to provide a public pathway right-of-way through a lot(s) in the existing Winston Park subdivision. The lot(s) shall be selected from lots 105 through lot 112. The pathway right-of-way shall be no less than 12-

feet wide and shall be dedicated or conveyed to Weber County prior to the recordation of a subdivision plat. It shall be configured so that it connects the sidewalk along Fitzroy Road to the western most edge of the lot(s), providing a stub to the adjacent property to the west. Developer may, at its option, install a pathway within this right-of-way. The pathway shall be at least 10 feet wide.

- 9.6.2.5. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed 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.

- 9.7. Environmental and Air Quality Standards.** Developer further agrees that all buildings will be designed to an energy efficiency rating that is one climate zone colder than the area. The following are also required:

- 9.7.1. Appliance Efficiency.** Natural gas heating appliances, such as furnaces, water heaters, boilers, etc., shall have a 95% efficiency rating. County and Developer mutually agree that this requirement will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

- 9.7.2. Smart Thermostat.** A smart thermostat shall be installed in each residential unit. A smart thermostat is an automatic thermostat that can connect to the internet to automatically adjust temperature based on local weather and environmental conditions. County and Developer mutually agree that this requirement will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

- 9.7.3. Environmental Certificate of Occupancy Requirement.** See Section 8.

- 9.8. Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code. Except for lights installed by Developer, County and Developer mutually agree that this requirement will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

- 9.9. Patio Homes Development Standards.** County agrees to allow and Developer agrees to build no more than 24 patio homes in the location as generally depicted in **Attachment C**. The County agrees to allow each patio home to be accessed by means of a Shared Private Lane pursuant to Section 106-2-2.030 of the Code. Each shall comply with the following standards:

- 9.9.1. Condominiums.** The County agrees that some or all of the patio homes may be platted as condominium dwelling units pursuant to State and County Laws.

- 9.9.1.1.** If platted as a condominium unit, when a unit is attached to another unit by means of a common wall, the combination of units shall be deemed a "building" for the purposes of determining building setbacks.

- 9.9.1.2.** There shall be at least 10-foot distance between any two buildings.

- 9.9.1.3.** The front of each building shall be setback from the 24-foot wide shared private lane right-of-way at least 15 feet.

- 9.9.1.4.** Each building shall be setback from a public street no less than 20 feet, except 30 feet from 1800 South.

**9.9.1.5.** Only two condominium units are allowed per building.

**9.9.2. Single-Family Attached.** The County agrees that some or all of the patio homes may be platted as single-family attached dwelling units, each on their own single-family lot. A lot for a single-family attached dwelling unit may have one of the two side setbacks eliminated so that more than two dwelling units can abut or attach to each other at the common side lot line. The other side setback shall be no less than five-feet, except those adjacent to a street shall be no less than 15 feet. Each dwelling shall be setback from the 24-foot-wide Shared Private Lane right-of-way at least 15 feet, and be setback from the rear lot line at least five feet.

**9.9.3. Single-Family Detached.** The County agrees that some or all of the patio homes may be platted as single-family detached dwelling units, each on their own single-family lot. Each side setback shall be no less than five feet. The rear setback shall be no less than five feet. Each dwelling shall be setback from the 24-foot-wide Shared Private Lane right-of-way at least 15 feet.

**9.9.4. Units Backing Onto 1800 South.** For each unit abutting 1800 South Street, each patio home building shall face away from 1800 South Street. The rear of these buildings shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished by, among other means, avoiding repetitive or otherwise redundant configurations of walls, wall massing, wall planes, windows sizes and locations, rooflines, chimneys, patios, door sizes and locations and other related design elements. Unless approved otherwise by the Planning Director after being presented with an alternative that, in the director's sole discretionary discernment, is better, this shall necessitate custom interior layouts that do not repeat from unit to unit, nor from building to building. The rear setback of these units (from 1800 South) shall be 30 feet.

**9.9.5. One Story Buildings.** Each patio home shall be no greater than one story. Each shall be designed so that there are no steps entering or within the dwelling unit.

**9.9.6. Owner Occupancy Requirement.** Each patio home shall be deed-restricted to only allow owner-occupants. Occupancy verification shall be the homeowner association's responsibility. County and Developer mutually agree that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

**9.9.7. General Design.** The exterior design of the patio homes shall follow the following standards:

**9.9.7.1. Developer agrees to Rooflines.** Rooflines shall be broken every 50 feet, with no less than a 12 inch shift between adjacent rooflines that are on a paralleling plane.

**9.9.7.2. Building massing.** The wall massing of building facades shall be broken at least every 50 feet with no less than a six-inch shift in the plane of adjacent walls.

**9.10. Agreement Alternatives for Moderate Income Housing.** County agrees that the provisions of Sections 9.4, 9.6.1, and 9.7, shall not apply to any lot that has a recorded deed restriction in favor of the Weber Housing Authority for moderate income housing, as defined by State Code, or that restricts the floor area of the residence (excluding basements and garages, if applicable) on the lot to no greater than 1,000 square feet.

## **10. Amendments 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 Developer and County (an "Amendment"). This Section 10 specifies what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 10.1. Project Facility Repair, Maintenance and Replacement.** 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.
- 10.2. 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.
  - 10.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
  - 10.2.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
  - 10.2.3. De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

## **11. General Provisions.**

- 11.1. Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.
- 11.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. Force Majeure Event.** County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The County shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.
- 11.8. 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.
- 11.9. 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 Developer or the County
- 11.10. 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.
- 11.11. 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.
- 11.12. No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, 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.

- 12.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

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**If to the County:**

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

**With copies to:**

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

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

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**If to Developer:**

Ogden 3, LLC  
1835 W 1500 S  
Salt Lake City, UT 84104-3801

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**13. Default and Remedies.**

- 13.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 13.2. Remedies.** The 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. In addition, the County may withhold any permits from the Project.
- 13.3. Dispute Resolution Process.**
- 13.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) 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) Developer shall send 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.

- 13.3.2. 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.

**14. Entire Agreement.**

This Agreement, together with all Attachments 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. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. 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: \_\_\_\_\_

James “Jim H.” Harvey  
Chair, Weber County Commission

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

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

## Ogden 3, LLC

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.

My Commission Expires:

Notary Public, residing in

## “Owner”

## Ogden 3, LLC

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

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

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

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

## Owner Acknowledgment

State of Utah )  
 )ss.

County of Davis )

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

My Commission Expires:

Notary Public, residing in

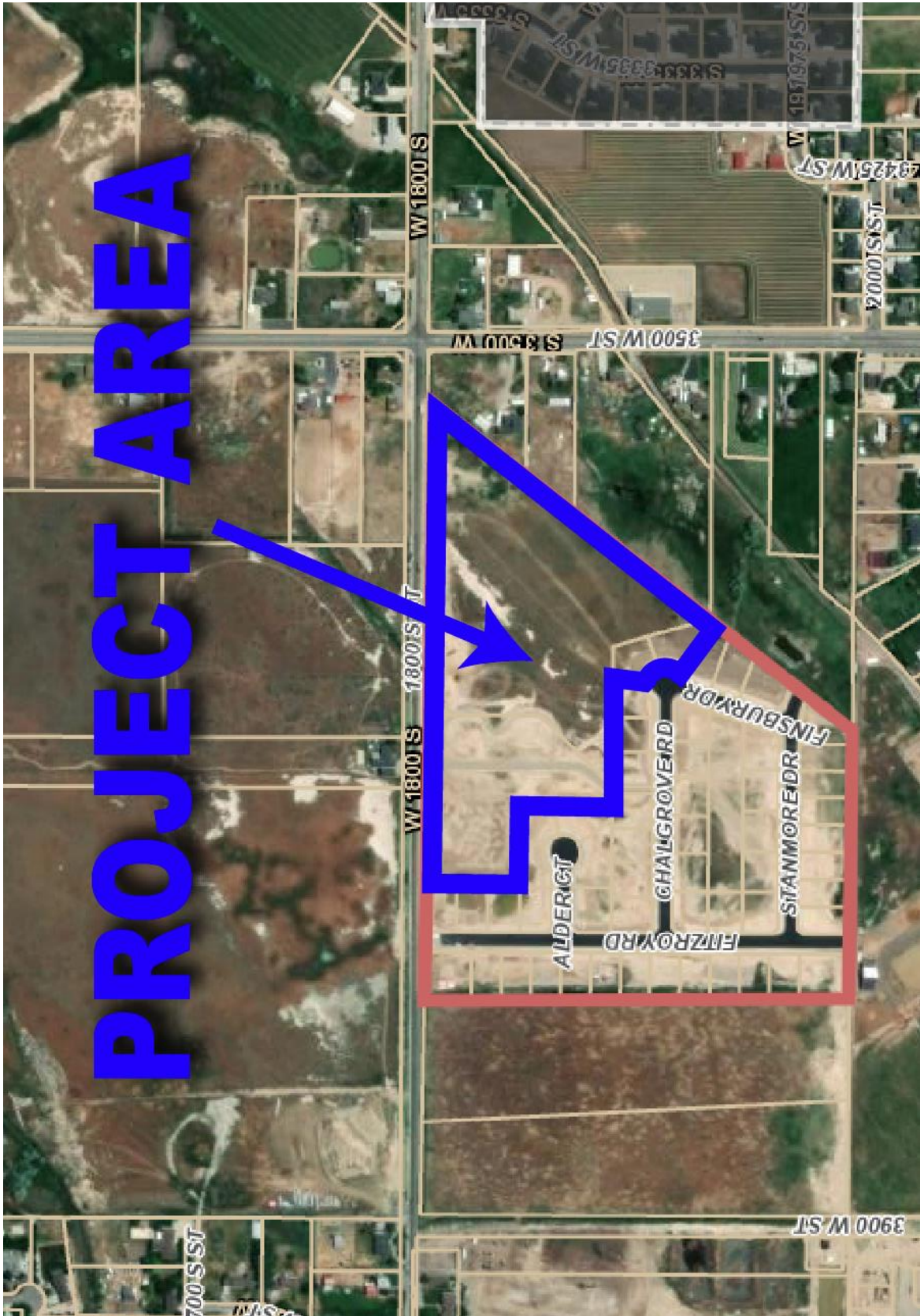
**Attachment A – Project Area Legal Description**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

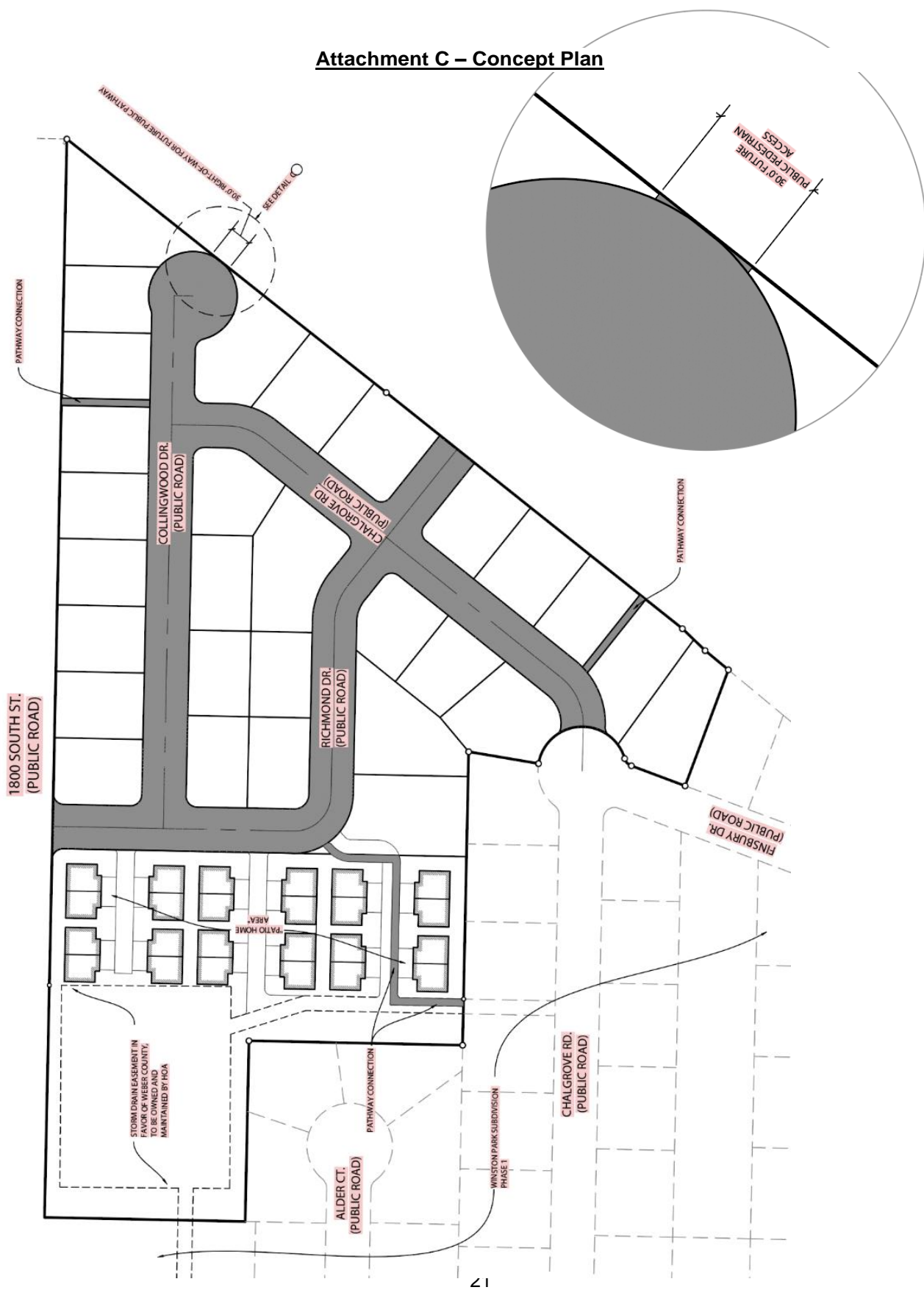
BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 182.77 FEET AND SOUTH 00°48'10" WEST 40.18 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 38°02'07" WEST 364.48 FEET; THENCE SOUTH 37°51'05" WEST 188.07 FEET; THENCE SOUTH 38°06'04" WEST 513.12 FEET; THENCE SOUTH 43°27'51" WEST 42.80 FEET; THENCE SOUTH 39°10'43" WEST 40.86 FEET; THENCE NORTH 69°58'25" WEST 167.70 FEET; THENCE NORTH 20°01'35" EAST 77.72 FEET; THENCE NORTHEASTERLY 13.91 FEET ALONG A THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 46°35'29" EAST 13.42 FEET; THENCE NORTHWESTERLY 161.21 FEET ALONG THE ARC OF A 60.00 FOOT REVERSE CURVE TO THE LEFT, CHORD BEARS NORTH 03°48'52" WEST 116.91 FEET; THENCE NORTH 09°12'52" EAST 96.05 FEET; THENCE NORTH 89°15'08" WEST 397.47 FEET; THENCE NORTH 00°44'52" EAST 289.69 FEET; THENCE NORTH 89°15'08" WEST 244.80 FEET; THENCE NORTH 00°44'52" EAST 272.01 FEET; THENCE SOUTH 89°15'08" EAST 1460.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.458 ACRES, MORE OR LESS

## **Attachment B – Project Area Graphic Depiction**

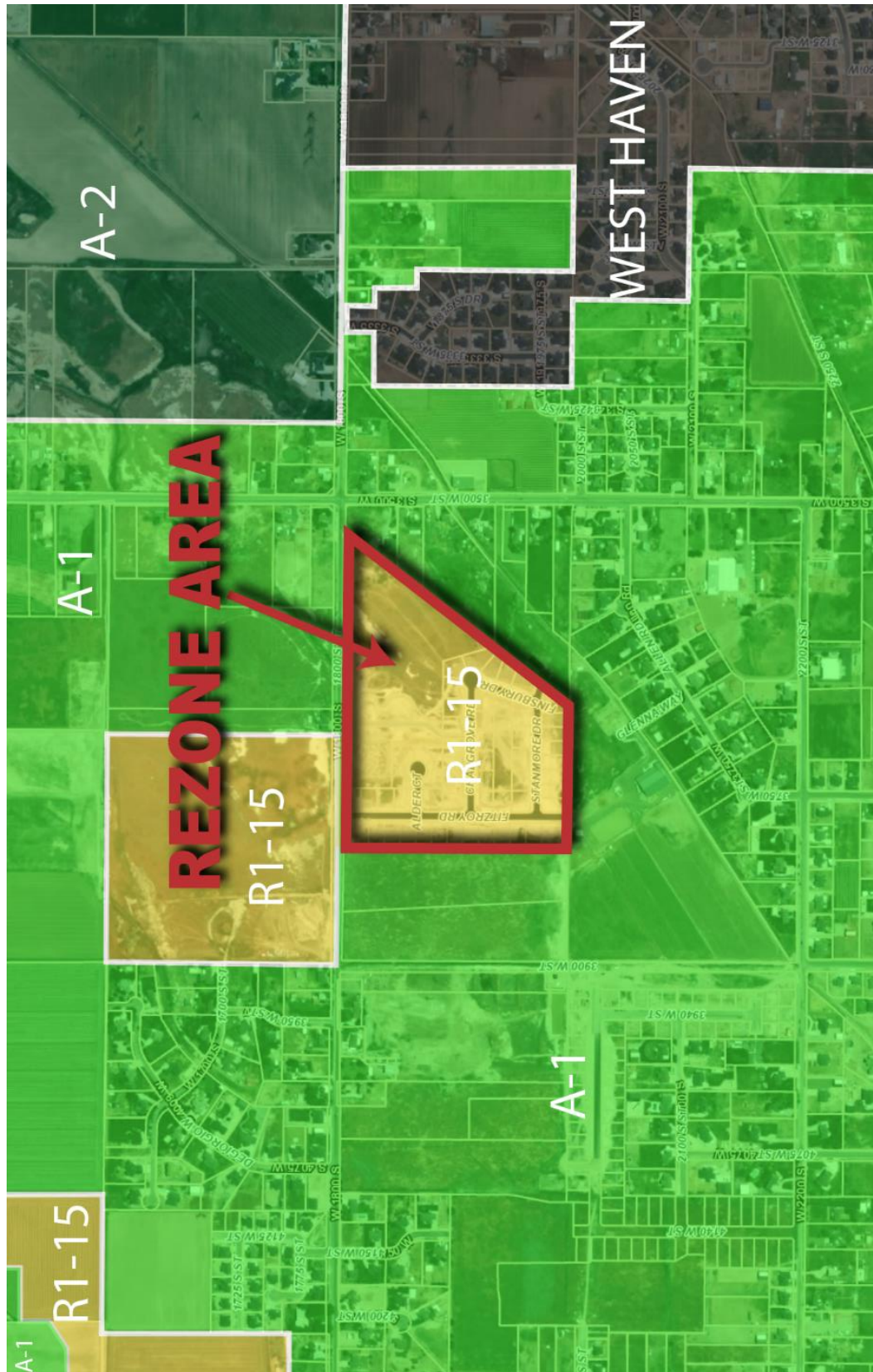


Attachment C – Concept Plan

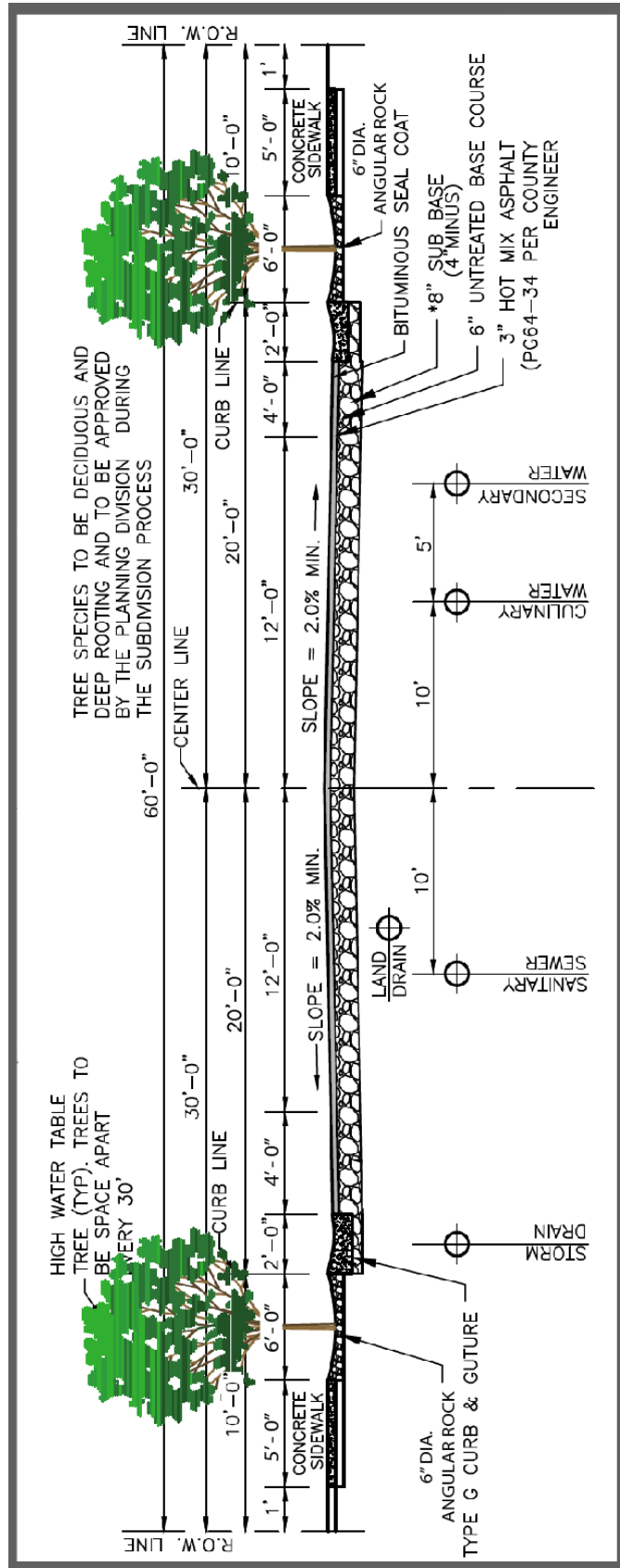


DETAIL C  
SCALE: 1"=20'

Attachment D – Associated Rezone Area



## Attachment E – Street Cross Sections



**Attachment F – 1800 S WALL**



## **Attachment D – Planning Commission Staff Report**

**See next page.**



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZMA2024-02, an application to rezone approximately 40 acres of land generally known as the Winston Park Subdivision, located at approximately 3679 West, 1800 South, from the A-1 zone to the R1-15 zone and approximately ½ acre to the R-3 zone.

**Agenda Date:** February 13, 2024

**Applicant:** Wade Rumsey

**File Number:** ZMA2024-02

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/19524>

### Property Information

**Approximate Address:** 3679 West, 1800 South, Unincorporated West Weber

**Current Zone(s):** A-1 Zone

**Proposed Zone(s):** R1-15 and R-3 Zones

### Adjacent Land Use

<b>North:</b>	Vacant (proposed medium and large lot res.)	<b>South:</b>	Agriculture and large-lot residential
<b>East:</b>	Large-lot residential	<b>West:</b>	Vacant (proposed medium lot res.)

### Staff Information

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

**Report Reviewer:** RG

## Applicable Ordinances

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

## Legislative Decisions

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

## Summary and Background

The applicant's original proposal was to rezone the open space parcel of the Winston Park subdivision to the R1-15 zone for the purpose of removing the open space conservation easement dedicated to Weber County through the Winston Park plat and then subdividing the parcel thereafter. After discussing the proposal with the county staff and the planning commission in a work session, the applicant has amended the requested rezone to include the entire Winston Park subdivision, and to use a small part of the open space parcel for townhomes. To facilitate this, the request now is to rezone the entire subdivision to the R1-15 zone, and include a small corner (approximately half an acre) for the R-3 zone, which allows townhomes.

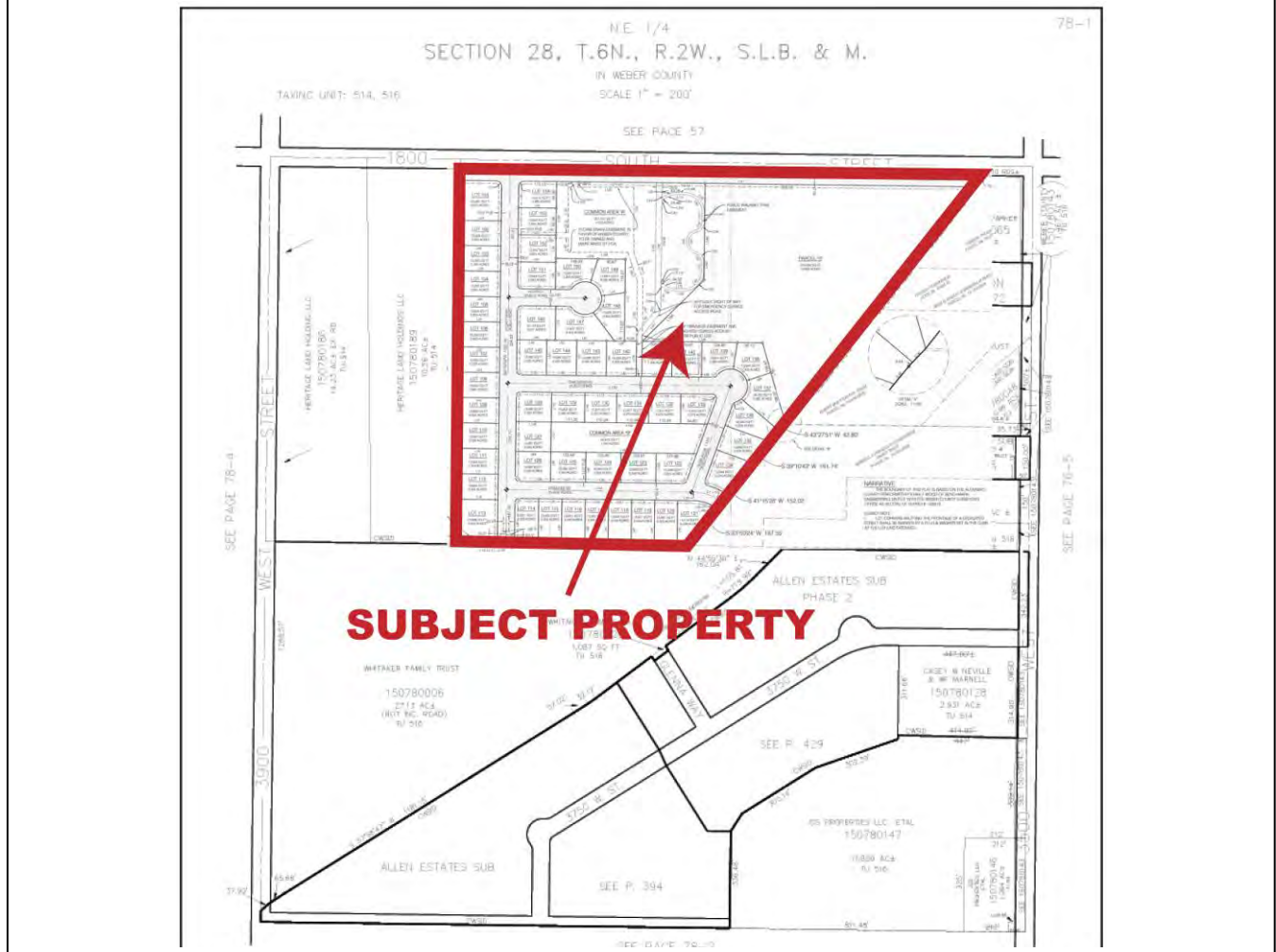
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county can capture additional considerations unique to the property. Even though the rezone will be applicable to the entire subdivision, including existing lots owned by others, the development agreement will not apply to parcels not currently owned by the applicant/developer.

Staff is recommending approval of the rezone.

## Policy Analysis

This is a proposed rezone of approximately 40 acres. It includes all 54 lots within the existing platted Winston Park Subdivision, as well as the open space areas within that subdivision. **Figure 1** shows the subject parcels outlined in red.

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



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 rezone is not intended to modify or change any land uses on the existing lots with the Winston Park subdivision. The subdivision was initially platted as a cluster subdivision, which allowed smaller lot sized and lot development standards that those listed in the A-1 zone in exchange for meaningful open spaces. This rezone, if approved, will apply the R1-15 zone to each lot. The R1-15 zone has lot area and site development standards that are more permissible than the cluster subdivision and the A-1 zone. Thus, it can be expected that the existing lots will conform to the standards of the R1-15 zone. In some cases, the R1-15 zone is more permissive than those initially applied to the subdivision. If any lot owner has lawfully established a use that is allowed in the A-1 zone that is not allowed in the R1-15 zone, the use will be "grandfathered" so long as it is continuously maintained as originally approved.

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

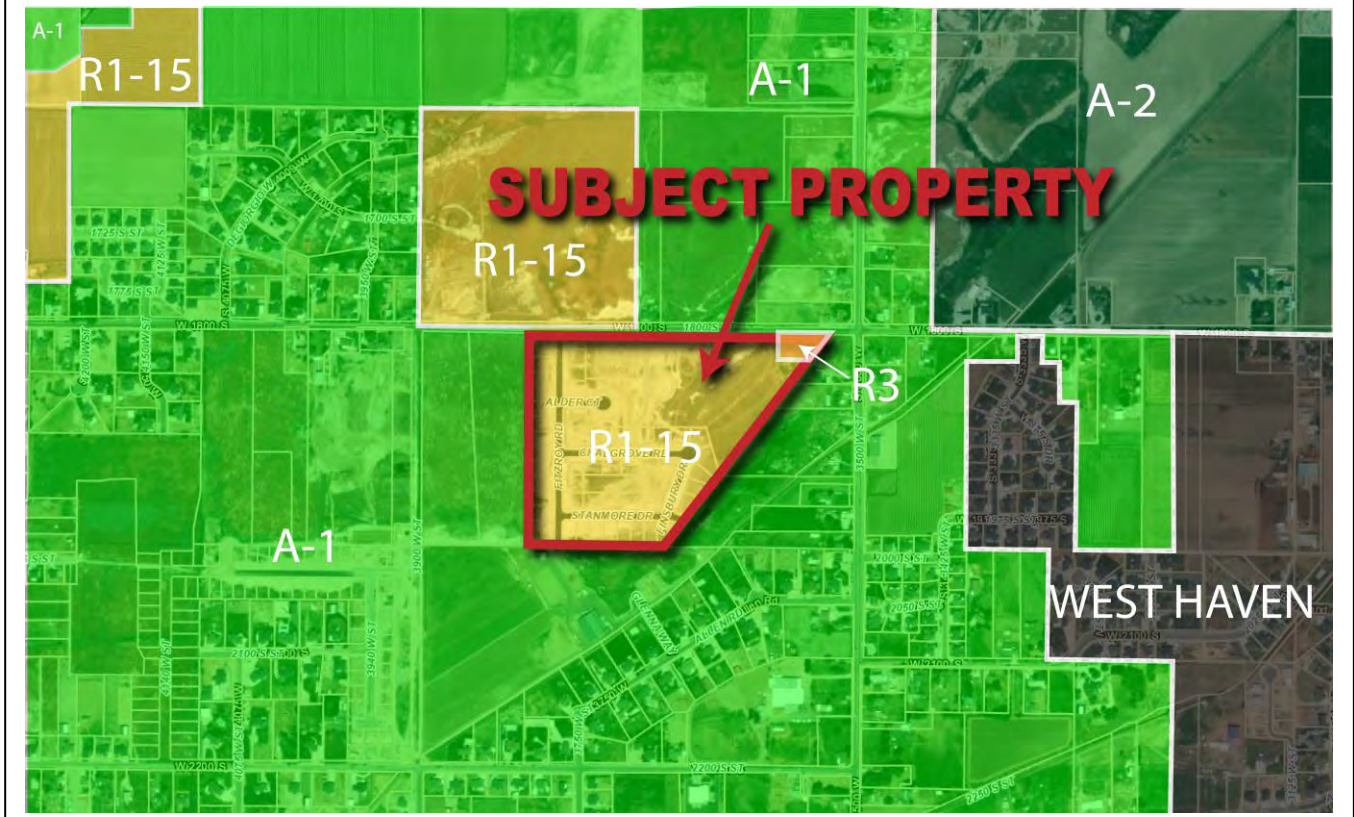
1. Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;
2. Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and
3. Direct orderly low-density residential development in a continuing rural environment.”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

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

*"The purpose of the R3 Zone classification is to provide residential areas that will accommodate the development of dwelling types from Single-Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses. Any R-3 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R3 zone."*<sup>4</sup>

<sup>4</sup> Weber County Code Section 104-12-1.

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



The proposed rezone can be observed in **Figure 3<sup>5</sup>**, with the yellow polygon depicting the proposed R1-15 zone and the orange polygon depicting the R-3 zone.

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

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 may be requested by staff prior to final adoption, but the planning commission should be able to find that these changes can successfully occur through the process of drafting a development agreement prior to final county commission consideration.

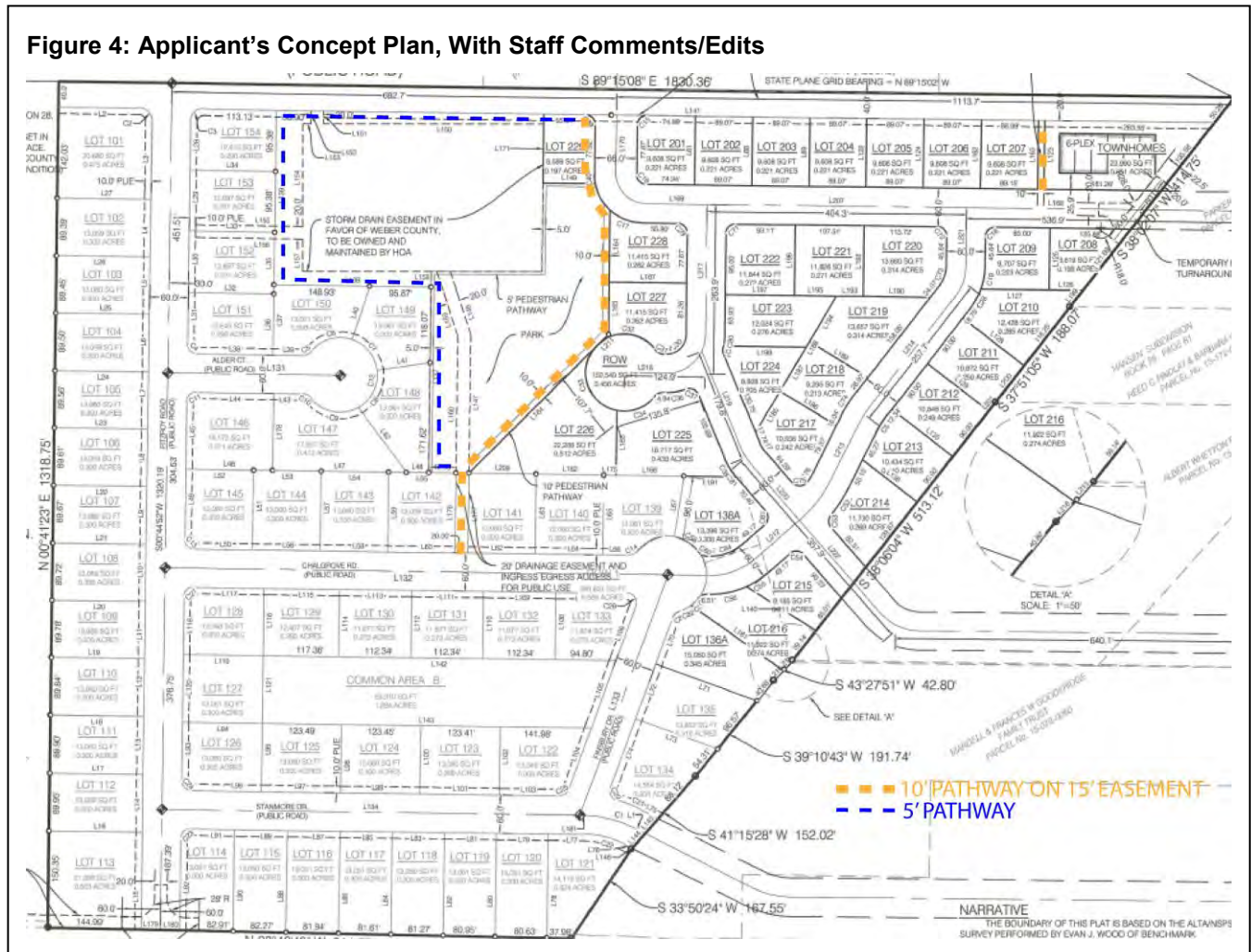
Even though there are an existing 54 lots within the development attributable to the cluster subdivision ordinance and related density bonuses of the past, any easy analysis of this rezone can be made by imagining the entire 40 acre parcel as if development approvals have not yet occurred. When doing this, the planning commission can find that if in the R1-15 zone the 40 acre parcel can support 116 residential lots. If this density is maximized, the developer is potentially entitled to another 62 lots. However, the applicant is only seeking to obtain 28 additional

<sup>5</sup> See also Exhibit C.

lots. Given the 34 lot difference, the planning commission asked the applicant to consider a few townhomes to help provide the community with a better level of housing affordability. The applicant has included one six-plex townhome building to provide for this request. Bringing the applicant's proposal up to a total of 34 new lots out of a possible 62. The applicant's concept plan is only conceptual in nature and may not be the final lot layout for the additional proposed 28 single-family lots, but the development agreement should be written to limit total density to no more than a total of 62 additional units. Of the total 62 units, the planning commission may be inclined to allow, but not require, more than six townhomes. Staff is recommending that the applicant be allowed no less than six, and up to 12 townhomes, as long as the townhomes are located adjacent to 1800 South Street.

**Exhibit D** illustrates the proposed concept plan for the property. **Figure 4<sup>6</sup>** illustrates additional staff-suggested details and/or amendments to the proposed concept plan that are anticipated to bring it into full compliance with connectivity standards.

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



<sup>6</sup> See also Exhibit E

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 criterion.

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

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

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

*"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*<sup>7</sup>

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing the public 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

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<sup>7</sup> Western Weber General Plan (p. 21)

are similar to the basic smart growth principles aforementioned, but are designed to provide even greater community benefits.

- *Provision for a wide variety of housing options.*
  - Allowing the developer to construct townhomes as part of the overall development will help prevent the monotony of single-family suburbs while enhancing availability of different housing options.
- *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, however, allowing the developer to construct townhomes as part of the entitled density will help provide a more affordable housing option to the local market. Increasing the supply of this more affordable option will help curb the inflation of the housing market.
  - Staff is not specifically recommending a deed restriction for moderate income housing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing then the planning commission should add the requirement into the recommendation being sent to the commission.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
  - The concept plan has strong sidewalk connectivity throughout, especially if staff's additional suggestions are provided.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
  - While the applicant is proposing one short cul-de-sac street, it appears to be necessary given the layout of the previously existing cul-de-sac in the currently platted portion of the Winston Park subdivision. If this was a blank slate, staff would recommend these cul-de-sacs connect to each other. Where one already exists, it is likely a lost cause. The applicant has done well to work with staff to provide quality street connectivity wherever else possible.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
  - The applicant is working with the Taylor West Weber Park District to provide a per-lot donation for both existing and future lots/units. This donation will be \$2,000.00 per unit.
  - The applicant is also working with the Taylor West Weber Park District to provide a small open space park area within the development. The open space adjacent to 1800 South Street will become a park area as well as a detention facility.
- *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 may help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests buildings be built to an efficiency rating that is compliant with one climate zone greater than currently prescribed for the area.
- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*
  - Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. Staff recommends requiring rooftop solar panels, as well as power storage capabilities such as a solar-charged battery. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing, if any.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - The planning commission may determine that the street and pathway connectivity, park donation, and park dedication accomplishes this principle.
  - One additional item for the planning commission to consider on this point: When a limited access collector or arterial street serves a single-family residential area, these types of streets are likely to be lined with rear and/or side yards. As a result they can trend toward a less attractive aesthetic.

The general plan suggests landscaping, fencing, and street art be located along limited access collector and arterial streets to enhance a greater sense of community character and aesthetic. The county does not currently have the organizational or financial structure to operate and maintain such street improvements, so if the planning commission desires to require these improvements in this development then it would be advisable to require a professionally managed homeowners association to care for the operations and maintenance. This is not included in staff's recommendation herein, but can easily be added by the planning commission if so desired.

- *Use of transferable development rights from agricultural lands identified for protection.*
  - The applicant does not desire to transfer more development to this project.

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

This area is rapidly transitioning from large-lot rural residential and agriculture to medium-lot residential. Stagecoach estates, which is located across the street, was rezoned to the R1-15 zone last year and is currently being platted into medium-sized lots. Further to the west of stagecoach, Anselmi Acres and Smart Fields are following suit. To the west of this proposal lies the Taylor Landing Development, which also includes small-to-medium lot sizes with a large preserved open space area for park and open space purposes.

There are also large-lot and agricultural uses nearby. The general plan identifies that many 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 will change the immediate area. New streets and street connections 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 some to their eventual self-chosen 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.

The applicant has already made street improvements to 1800 South Street along the entire property. This is likely sufficient to provide for their impact to the greater area. Each home will also pay impact fees to help the county provide planned transportation system improvements needed as a result of new growth.

One thing for the planning commission to note. The improvements made along 1800 South Street were made using ordinance that were in effect at the time. Ordinances have since changed that may merit a closer look at what was installed. The existing improvements only include a four-foot wide sidewalk. New code requires a five-foot wide sidewalk. As part of this rezone the planning commission could require an additional one foot strip to be added to the sidewalks. If desired, the planning commission will need to include it in their recommendation to the county commission.

### 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 residential development in the area.

### Stormwater Drainage Systems

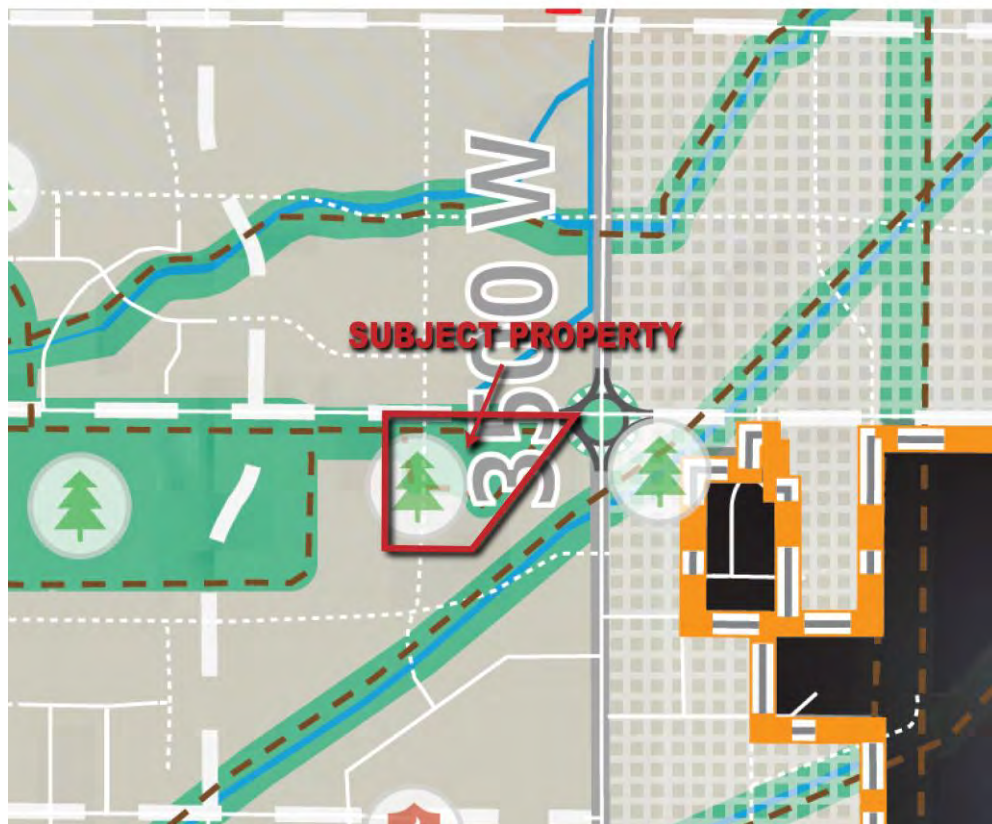
This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

### 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.

In addition to the letter from Taylor West Weber, County Code<sup>8</sup> further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they

**Figure 5: Planned Streets – Western Weber General Plan**



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

are worth noting during the rezone process to provide the planning commission with sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

#### Wastewater

The existing Winston Park subdivision is being served by sewer that is collected by Central Weber Sewer Improvement District. The additional proposed development will follow suit.

#### 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.***

The US Fish and Wildlife Service provides an inventory of suspected wetlands across the nation. **Figure 6** illustrates suspected wetlands and how they relate to the subject property. The map shows that there are suspected wetlands on the property. Some of it is on property already developed by the applicant. If the applicant has not already done so, they will need conduct a wetland delineation study to show whether these suspected wetlands exist. If they do, the applicant will be require to remediate them in accordance with the Army Corps' requirements prior to developing.

**Figure 6: National Wetland Inventory Map of Area**



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

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

## **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 a 15-foot pathway right-of-way between the townhome site and the adjacent lot.
  - c. Provide a 5-foot sidewalk that encircles the entire open space parcel in Phase 1, except that part of the eastern edge already planned for a 10-foot pathway.
2. Density:
  - a. The total density for the entire 40 acre Winston Park property shall be limited to 116 dwelling units. No less than six and no more the 12 of these units shall be townhomes located adjacent to 1800 South street.
  - b. The remaining shall be single-family dwellings on lot that meet the minimum lot development standards for the R1-15 zone.
3. Parks, open space, and trails:
  - a. At least \$2,000.00 per lot unit, including the existing lots within Winston Park, will be donated to the Taylor West Weber Park District. Donation for existing lots shall occur with the donation of all lots or units paid prior to the first plat being recorded.
  - b. All 10-foot pathways shall follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code.
  - c. Unless negotiated otherwise with the parks district, the sidewalk and pathway in the proposed park area should include at least one bench every 500 feet of sidewalk or pathway.
  - d. 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 converge with the crown of the adjacent trees. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/diseases.
4. Streets:
  - a. The proposed street and pathway layout illustrated in the concept plan is sufficient to meet the connectivity standards of county code. Specifically, the distance between 3500 West street and the first entrance to the development from 1800 South Street is acceptable given the configuration of the property in proximity to existing streets and other lots.
5. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
  - a. Have solar panels and backup batteries installed prior to certificate of occupancy.
  - b. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
6. 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 #ZMA2024-02, an application to rezone approximately 40 acres of land located at approximately 3679 West, 1800 South, from the A-1 zone to the R1-15 and R-3 zones, 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 #ZMA2024-02, an application to rezone approximately 40 acres of land located at approximately 3679 West, 1800 South, from the A-1 zone to the R1-15 and R-3 zones, 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: The four-foot sidewalk along 1800 South Street should be upgraded to a 5-foot sidewalk.*
3. *At least \_\_\_\_ townhome[s] should be deed restricted under the authority of the Weber Housing Authority for moderate income homeowners.*
4. *Example: Amend staff's consideration item # [\_\_\_\_]. It should instead read: [\_\_\_\_ **desired edits here** \_\_\_\_].*
5. *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 #ZMA2024-02, an application to rezone approximately 40 acres of land located at approximately 3679 West, 1800 South, from the A-1 zone to the R1-15 and R-3 zones, 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: Proposed Concept Plan.

# **EXHIBIT A**

# **APPLICATION**

## Winston Park

### Phase 2, Preliminary Concept Design

#### Request for Work-Session/Sketch Plan Review for Planning Commission

**Purpose:** Winston Park is located near 3500 W and 1800 S. in West Weber County. We are requesting the Planning Commission to review our phase 2 concept to help us determine how we can rezone our open space in order to subdivide into additional single family lots. Our proposed phase 2 follows much of the same consistency as phase 1. The phase 2 parcel is a 10.884 acre parcel. We will have 1/3 acre lots or (15,000 sq ft in size). Some lots may be a little smaller due to the overall design of the odd shaped land.

**Parks District:**

We have also reached out to the Parks District and received ideas to better enhance the walking trail and detention pond area. If allowed, we would greatly enhance that area for not only those that live within Winston Park but also the public. We would look forward to work with the Park District on the walking trail and detention pond. In addition, we have agreed to provide \$5,000 per lot toward the park further down on 1800 S. As developers we believe this will really help enhance the area and goes above and beyond what would normally be required.

**Critical Infrastructure upgraded and available:**

All of the necessary improvements along our frontage along 1800 S has already been upgraded and improved due to the requirements of Winston Park, phase 1. For example, the road (1800 So.) has been widened. Culinary water, secondary water lines have been increased from 6 to 8" mains to 3500 W. The main trunk line for sewer was set further down in order to accommodate further growth. All of the critical infrastructure is there and we would be able to tap into.

**Connectivity:**

Considering the pedestrian and vehicular flow, we have inserted arrows to show the flow or connectivity. We have designed a connecting road from Phase 1 to Phase 2 through lot 137 in phase 1. This will connect the 2 subdivisions. There will also be connectors through the emergency road will still remaining for Emergency services. In terms of walking path connectivity, they will go in conjunction where the road will now connect them as well as the emergency road (20ft) section. There will be great connectivity.

**Building Requirements:**

Phase 2, as phase 1 would only be considered as single-level, or split-level, or 2 story homes. No basements would be allowed.

We look forward to hear your suggestions, feedback and ideas to make it a nice addition to Winston Park.

Ogden 3, LLC, Igor Maksymiw & Wade Rumsey

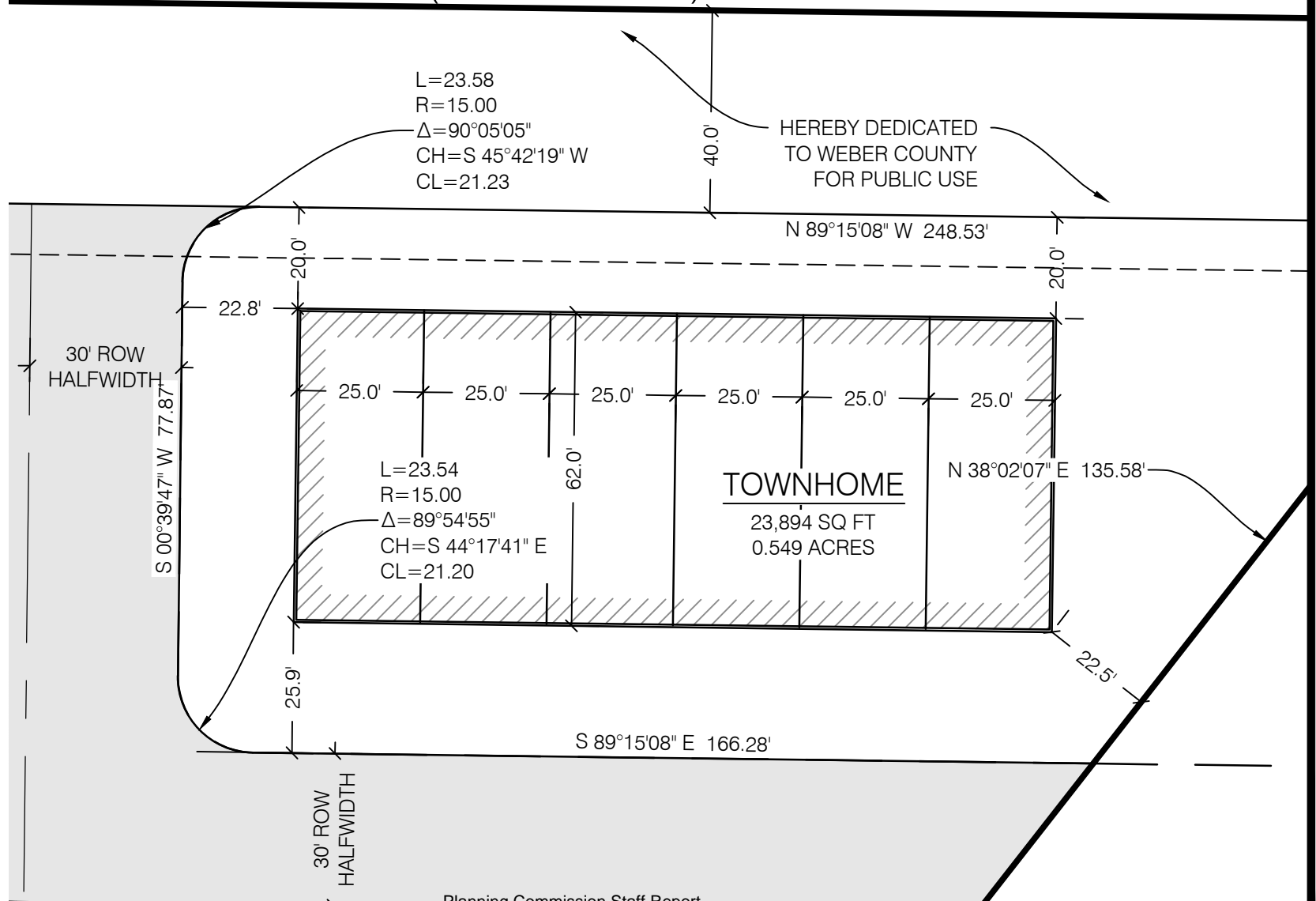
**TOWNHOME EXHIBIT**

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DWG. NO. 2006142.dwg  
PROJECT. NO. 2006142

1800 SOUTH ST.  
(PUBLIC ROAD)

( IN FEET )  
1 inch = 30 ft.







## Taylor West Weber Park District

September 6, 2023

To Whom it May Concern,

**Wade Rumsey and Igor Maksymiw** (the “Developer”), appeared before the Board of Trustees of the Taylor West Weber Park District (the “District”) in an open and public meeting and proposed a donation to the District as part of its development of open space at the **Winston Park Subdivision** located within the District boundaries (the “Subdivision”).

The District will accept from the Developer a donation of \$5,000 per lot in the Subdivision. Consideration was also given of donating the subdivision park which at present to be maintained by the HOA if sufficient acreage (5) is available the park board will maintain it. This donation will help the District provide parks and recreational services to the Subdivision and surrounding communities.

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

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

Sincerely,

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



**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

9/12/2022

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **PRELIMINARY** approval has been given and the Taylor West Weber Water District (the "District") has the capacity to provide **only** culinary water for Winston Park Phase 2 subdivision consisting of 21 lots. By means of a 12" water line on 1800 S. The property is located near 3600 W. 1800 S. Taylor UT

A pressurized secondary water system must be working and homes in this subdivision must use Hooper Irrigation for pressurized secondary water for outdoor watering. An escrow must be set up for both the culinary and secondary water infrastructure with Weber County and escrow should only be released upon approval from the District. If the developer decides to record before the subdivision is complete. The secondary water shares will also need to be held at Taylor West Weber office in both the name of Taylor West Weber and the developer until the secondary water system is complete. A **signature block** must be included on the final mylar plat and must be signed by a certified representative of the District prior to recording with the Weber County Recorder. The District's specifications and standards must be followed in all installation procedures.

Requirements:

- Plan review fee= \$100 per lot (\$2,100.00)
- Water rights impact fee= \$1,078.00 Per lot. (\$22,638.00) This is the current water right fee the District is currently undergoing an impact fee study and fees will most likely change in January 2024. Must be paid before construction is started.
- Secondary Water= Must use Hooper Irrigation for a pressurized secondary water system and it must be operational before building permits are issued.
- Impact fee=\$6,350.00 per lot this fee will be collected at the time building permits are requested. This fee includes the cost of the meter. This is the current impact fee.
- The District reserves the right to make or revise changes as needed or as advised by the District's engineer or the District's attorney.

**FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER.** Water right and plan review fees must be paid before approval for construction of the water infrastructure is given. This letter expires January 1, 2024.

Sincerely, 

Ryan Rogers – Manager

Taylor West Weber Water District



PO Box 184	Phone: (801)985-8429
5375 S 5500 W	Fax: (801)985-3556
Hooper, Utah 84315	<a href="mailto:hooperirrigationco@msn.com">hooperirrigationco@msn.com</a>

October 6, 2023

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

RE: PRELIMINARY WILL SERVE LETTER – Winston Park Subdivision, PH 2

Phase 2 of the development is located at 1800 South and 3500 West approximately and consists of 21 lots and a 4.6 acre common area. Hooper Irrigation Company has pressure irrigation water available for the aforementioned project located at the above-noted address.

This letter states that the afore-named project is in the boundaries of Hooper Irrigation Company. A formal application has been made to our office and the fee for application has been paid.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. This project alone is in consideration and guaranteed service and the plan review is good only for a period of one year from the date of this letter, if not constructed.

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

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

Sincerely,

Michelle Pinkston  
Office Manager  
Board Secretary



## Central Weber Sewer Improvement District

September 26, 2023

Steve Burton  
Weber County Planning Commission  
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Winston Park Phase 2  
Sanitary Sewer Service  
Will Serve Letter

Steve:

At the request of Wade Ramsey, for Winston Park Phase 2 of 24 residential lots, located at the approximate address of 3701 W 1800 S. The following development has previously been annexed into the Sewer District. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber has the capacity to treat the sanitary sewer flow from this subdivision. The Inasmuch as system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.
3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

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



## Central Weber Sewer Improvement District

5. **The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line.** This annexation must be complete before the sale of any lots in the subdivision.
6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits. Annexation Book 86 page 6.

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

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County  
Kevin Hall, Central Weber Sewer  
Wade Ramsey

# **EXHIBIT B**

# **EXISTING ZONING**

# R1-15

A-1

# A-2



# SUBJECT PROPERTY

R1-15

# A-1

# WEST HAVEN

# **EXHIBIT C**

# **PROPOSED ZONING**

# R1-15

# A-1

# A-2

# SUBJECT PROPERTY

# R1-15

# R3

# R1-15

# A-1

# WEST HAVEN

# **EXHIBIT D**

# **PROPOSED CONCEPT PLAN**

