

MEMO

TO: Board of Weber County Commissioners

FROM: Charlie Ewert – Planning Division

DATE: December 4, 2025

RE: *File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone.*

The County Commission will be asked to hear and make a decision regarding an application to rezone approximately 28 acres in the Ogden Valley—Liberty area—from the AV-3 zone to the A-1 zone. Rezoning to A-1 would increase the property’s development potential from roughly 9–10 lots to approximately 30–31 lots, depending on final street configuration. Because the Ogden Valley General Plan advises that planning and zoning actions should not increase the overall development rights in the Valley, staff issued the Ogden Valley Planning Commission (OVPC) a negative recommendation.

The property is bordered on three sides by developments with lot sizes smaller than the current 3-acre AV-3 zoning standard and is located near the Liberty Village area as designated in the General Plan. For these reasons, staff has indicated that if the applicant were to pursue the upzone through a transfer of development rights (consistent with the same requirements used in the form-based zone), staff would likely support the rezone—contingent on adjustments to the site plan to incorporate certain community betterments. These improvements are detailed in the attached Planning Commission staff report.

One comment received during the OVPC hearing suggested that, if approved, the project should be required to utilize advanced treatment septic systems. Staff supports this recommendation, as does the General Plan.

Three Potential Options:

To simplify the Commission’s deliberations, staff offers the following alternatives:

1. Approve the rezone as requested.

If the Commission supports the application as submitted, only the attached rezone ordinance needs to be adopted.

2. Approve the rezone with staff’s recommendations and TDR requirement applied through a development agreement.

If the Commission supports the rezone contingent on transferring development rights and implementing staff’s recommended community betterments, the Commission should adopt the attached rezone ordinance and approve the attached development agreement.

3. Deny the request.

If the Commission does not support the rezone, a simple denial motion is sufficient.

The Ogden Valley Planning Commission has forwarded a recommendation for denial of the rezone. Their motion is below. If the commissioners desire to review the OVPC meeting video, it can be found here:

<https://www.youtube.com/watch?v=YRcyoeaw-ng&t=10060s>

Ogden Valley Planning Commission Motion:

Motion by Laura Warburton: I move we recommend **denial** of [the proposal] based on today's general plan – we do not have a master plan, we have a general plan – and in 1998 ... the whole valley took a hit. It was a huge hit to go from one acre to three acres. I know several people that own big plots of land that took a hit because of that. I'm not going to sit here today after years of being on the planning commission and my name being on the current general plan and recommend anything that goes against that plan. This would go against that plan.

The motion was **seconded by Bryce Froerer**.

The **motion for denial passed unanimously 5-0**, with planning Commissioners Barber, Morgan, Warburton, Froerer, and Burton in attendance and voting.

Attachments:

1. **Option 1 Document(s):** Proposed [Potential] Rezone Ordinance
2. **Option 2 Document(s):** Proposed [Potential] Rezone Ordinance and Staff-Generated Potential Development Agreement
3. Planning Commission Staff Report

OPTION 1

ORDINANCE NUMBER 2025-

**AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT (REZONE) OF
APPROXIMATELY 28.65 ACRES IN THE UNINCORPORATED LIBERTY AREA
FROM THE AV-3 ZONE TO THE A-1 ZONE.**

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

WHEREAS, the Weber County Board of Commissioners has received an application to rezone approximately twenty-eight and sixty-five hundredths (28.65) acres of property located at approximately 3767 E 4100 N in unincorporated Weber County from the AV-3 zone to the A-1 zone; and

WHEREAS, State Code Section 17-79-503 provides for the amendment of a land use regulation; and

WHEREAS, State Code Section 17-79-503 requires an amendment to a land use regulation to first receive a recommendation from the Planning Commission; and

WHEREAS, After a public hearing on December 2, 2025, the Planning Commission for the Ogden Valley made a recommendation to the Weber County Board of Commissioners regarding the proposed rezone; and

WHEREAS, After reviewing the Planning Commission's recommendation and the Ogden Valley General Plan, the Weber County Board of Commissioners desires to rezone the property from the AV-3 zone to the A-1 zone; and

NOW THEREFORE, the Weber County Board of Commissioners ordains this ordinance rezoning the property from the AV-3 zone to the A-1 zone. The legal description of the property is included as Exhibit A. 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 referenced, 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.

This ordinance shall become effective 15 days after its passage as long as it has been published in accordance with statutory requirements. The Clerk/Auditor's office is directed to publish a short summary of this ordinance in the *Standard Examiner* newspaper before 15 days after the date of its passage.

Passed, adopted, and ordered published this 9th day of December, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A
Legal Description

Parcel #: 220100052

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U S SURVEY; BEGINNING AT A POINT 1677.60 FEET WEST ALONG SECTION LINE FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 660.00 FEET, THENCE WEST 21.60 FEET TO A FENCE, THENCE SOUTH 1D48'30" EAST 660.33 FEET ALONG AND BEYOND SAID FENCE TO THE SOUTHLINE OF SAID QUARTER SECTION, THENCE EAST 0.76 FEET ALONG SECTION LINE TO POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

Parcel #: 220100050

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1578.6 FEET WEST ALONG SECTION LINE AND 660.00 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 32.60 FEET; THENCE NORTH 0D07'57" EAST 452.05 FEET TO THE SOUTH LINE OF COUNTY ROAD; THENCE SOUTH 68D44'30" EAST 33.86 FEET ALONG SOUTH LINE OF ROAD TO A POINT THAT BEARS NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH 439.77 FEET TO POINT OF BEGINNING. CONTAINING 0.33 ACRES, MORE OR LESS.

Parcel #: 220100045

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF A COUNTY ROAD AT A POINT SOUTH 89D32' WEST ALONG THE QUARTER SECTION LINE 1332.25 FEET AND NORTH 0D06' EAST 1092 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 0D06' WEST 1092 FEET TO THE SOUTH LINE OF QUARTER SECTION LINE; THENCE WEST ALONG THE QUARTER SECTION LINE 345.35 FEET; THENCE NORTH 660 FEET; THENCE EAST 99 FEET; THENCE NORTH 460.64 FEET TO THE SOUTHLINE OF SAID ROAD; THENCE EASTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

Parcel #: 220130021

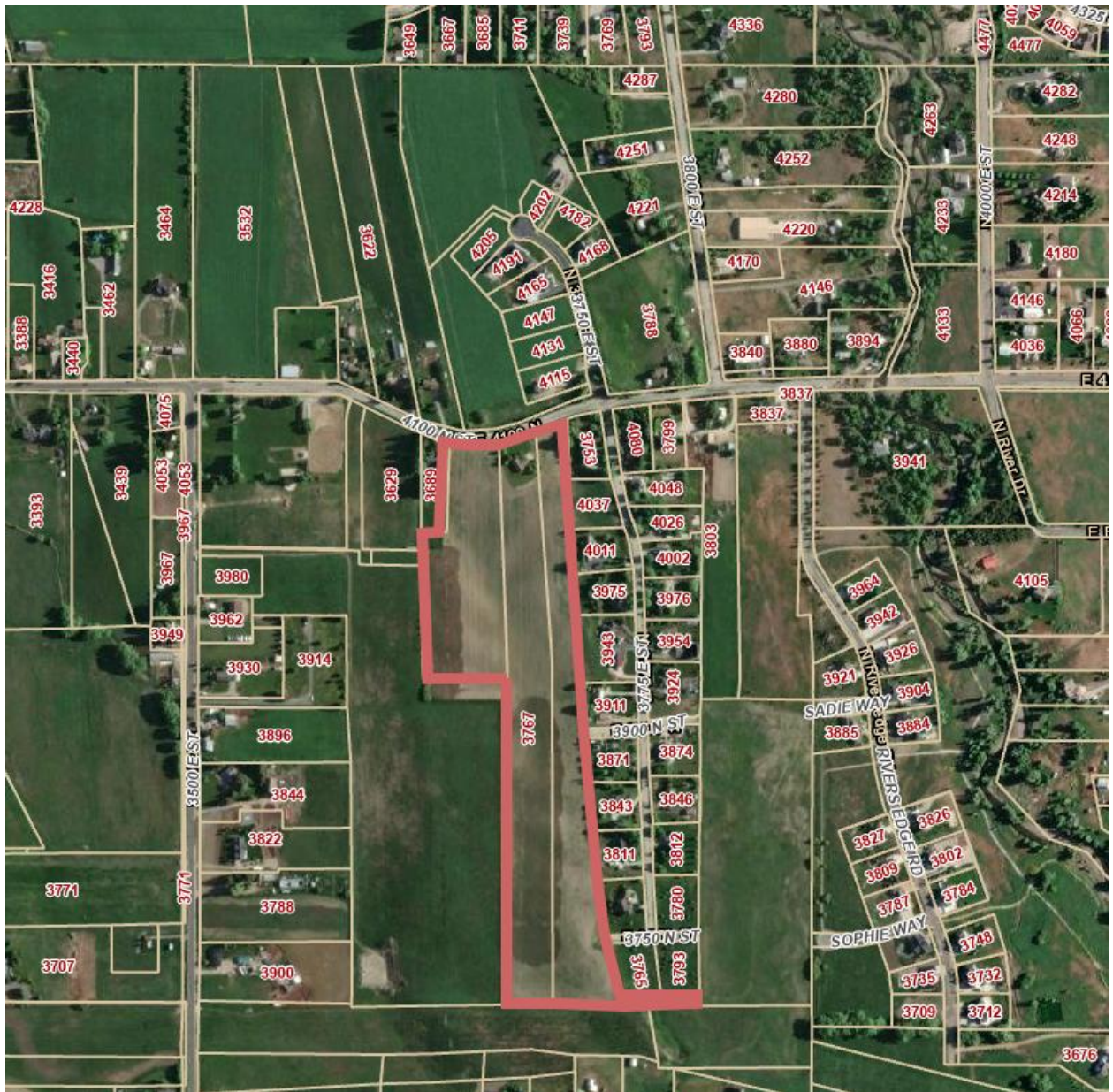
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RUNNING THENCE SOUTH 0°06' WEST 2458.1 FEET TO THE SOUTH PROPERTY LINE; THENCE NORTH 89°44' WEST 186.5 FEET; THENCE NORTH 0°06' EAST 2390.6 FEET TO THE SOUTH LINE OF THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

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Exhibit B
Graphic Depiction



OPTION 2

ORDINANCE NUMBER 2025-

AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT (REZONE) OF APPROXIMATELY 28.65 ACRES OF PROPERTY IN THE UNINCORPORATED LIBERTY AREA FROM THE AV-3 ZONE TO THE A-1 ZONE AND DESIGNATING THE PROPERTY AS A TRANSFERABLE DEVELOPMENT RIGHT RECEIVING AREA.

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

WHEREAS, the Weber County Board of Commissioners has received an application to rezone approximately twenty-eight and sixty-five hundredths (28.65) acres of property located at approximately 3767 E 4100 N in unincorporated Weber County from the AV-3 zone to the A-1 zone; and

WHEREAS, State Code Section 17-79-503 provides for the amendment of a land use regulation; and

WHEREAS, State Code Section 17-79-503 requires an amendment to a land use regulation to first receive a recommendation from the Planning Commission; and

WHEREAS, State Code Sections 17-79-101(1)(b) and 508 allow the County to enter into development agreements that modify, extend, clarify and impose certain land use regulations after first receiving a recommendation from the planning commission; and

WHEREAS, State Code Section 17-79-603 requires the County to adopt an ordinance designating sending and receiving zones for transferable development rights; and

WHEREAS the Weber County Board of Commissioners desires to comply with the provisions of state code, including Section 17-79-603 by means of adopting this ordinance; and

WHEREAS, After a public hearing on December 2, 2025, the Planning Commission for the Ogden Valley made a recommendation to the Weber County Board of Commissioners regarding the proposed rezone and the land use regulations pertaining to the development agreement; and

WHEREAS, After reviewing the Planning Commission's recommendation and the Ogden Valley General Plan, and in consideration of the mutual promises and other considerations in applicant's proposed voluntary contributions and amenities accepted by Weber County Board of Commissioners by means of the associated Development Agreement, the Recitals of which are hereby incorporated by reference, the Weber County Board of Commissioners desires to rezone the property from the AV-3 zone to the A-1 zone as modified by the approved Development Agreement; and

WHEREAS, The Parties mutually understand that the Weber County Board of Commissioners is not obligated to approve the Development Agreement, but desires to do so as a result of the applicant's voluntary contributions as set forth in that Agreement, without which the County would not realize the full benefits of this decision and would not adopt the Development Agreement;

NOW THEREFORE, the Weber County Board of Commissioners ordains:

SECTION 1: REZONE. This ordinance rezoning the property from the AV-3 zone to the A-1 zone as modified by the Development Agreement and hereby designates the property as a transferable development right receiving zone pursuant to Section 17-79-603 of Utah State Code and the provisions of the Development Agreement. The legal description of the property is included as Exhibit A to the Development Agreement. 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 referenced, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

SECTION 2: DEVELOPMENT AGREEMENT. The Weber County Board of Commissioners further hereby approves the Development Agreement and authorizes the Chairperson of the Commission to execute it on behalf of the County.

SECTION 3: REZONE REVERSION. If the Master Development Agreement expires or terminates as provided in the Master Development Agreement, the area this ordinance changes to the A-1 zoning designation automatically reverts to the AV-3 zone. If such zone reversion occurs, the process due and provided for the adoption of this ordinance and related Master Development Agreement accomplishes the process due for the zone map to be reverted, and any future owners of any portion of the Property are hereby on notice accordingly.

This ordinance shall become effective 15 days after its passage or on the day the herein referenced Master Development Agreement between BOREN, WILLIAM R & NORMA JEAN BOREN TRUSTEES and WEBER COUNTY is recorded, whichever is later, as long as it has been published in accordance with statutory requirements. The Clerk/Auditor's office is directed to publish a short summary of this ordinance in the *Standard Examiner* newspaper before 15 days after the date of its passage.

Passed, adopted, and ordered published this 9th day of December, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

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Exhibit B
Graphic Depiction



DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

***BOREN, WILLIAM R &
NORMA JEAN BOREN
TRUSTEES***

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and BOREN, WILLIAM R & NORMA JEAN BOREN TRUSTEES ("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 Liberty;

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

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

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

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

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

WHEREAS, Prior to the execution of this Agreement, the Property's zone is/was AV-3 and Developer desires to rezone the Property to the A-1 zone consistent with the terms and provisions contained herein;

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

WHEREAS, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

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

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

The foregoing Recitals and **Exhibits A-C** are hereby incorporated into this Agreement.

2. Effective Date, Expiration, Termination.

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

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

2.1.2. The recordation of this Agreement; or

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

2.2. Expiration and Zone Reversion.

2.2.1. Expiration of Agreement Related To Development of the Property.

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

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

2.2.1.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior

Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

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

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

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

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

2.3.1. The term of this Agreement expires and is not extended, if allowed;

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

2.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 13** of this Agreement; or

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

3. Definitions and Interpretation.

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

- 3.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.
- 3.2. **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.
- 3.3. **Agreement** means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.
- 3.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.
- 3.5. **Assignee** means a person or entity that assumes the rights and responsibilities of Developer pursuant to a valid assignment, as provided in **Section 11.4** of this Agreement.
- 3.6. **Board of County Commissioners** means the elected County Commission of Weber County.
- 3.7. **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.
- 3.8. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 3.9. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.
- 3.10. **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.
- 3.11. **County** means Weber County, a political subdivision of the State of Utah.
- 3.12. **County Consultants** means those outside consultants employed by the County

in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

- 3.13. **Default** means a material breach of this Agreement.
- 3.14. **Design Review** means the County's design review process, as specified in the Code.
- 3.15. **Developer** means BOREN, WILLIAM R & NORMA JEAN BOREN TRUSTEES or its Assignees as provided in **Section 11.4** of this Agreement.
- 3.16. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.17. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.18. **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** of this Agreement.
- 3.19. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.20. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.21. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.22. **Modification Application** means an application to amend this Agreement.

- 3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.25. **(Reserved.)**
- 3.26. **Owner** means the same as Developer.
- 3.27. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.28. **Parties** means the Developer and the County, including their Successors.
- 3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies adopted standards.
- 3.30. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Developer but in compliance with the Code and this Agreement.
- 3.31. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.32. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.33. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.34. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B – Property Graphic Depiction**.
- 3.35. **(Reserved.)**
- 3.36. **(Reserved.)**
- 3.37. **(Reserved.)**
- 3.38. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.
- 3.39. **(Reserved.)**
- 3.40. **(Reserved.)**
- 3.41. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

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

4. **Conflicting Provisions**

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

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

- 5.1. **Vested Rights.** Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the A-1 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.
- 5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

- 5.3.1. County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by **Section 5.5** of this agreement.
- 5.3.2. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
- 5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.
- 5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
- 5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
- 5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and
- 5.3.7. Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that

gives Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

- 5.5. Reserved Legislative Powers.** 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 based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the Vested Rights doctrine in the State of Utah as codified in Utah Code §17-27a-508, and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the Vested Rights doctrine.

6. Project Description.

A residential subdivision within the A-1 zone.

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction**.

8. Development Standards.

- 8.1. Project Density.** In exchange for the benefits offered by the Developer in this Agreement, County agrees to allow Developer to create a residential subdivision at the density allowed by the Code for the A-1 zone. Under the prior zone, the property had a base density of nine (9) residential development rights. All residential development rights in excess of nine (9) shall be transferred to the

property from elsewhere in the Ogden Valley subject to the following:

8.1.1. Process for Importing Residential Development Rights. The process required for the importation of Residential Development Rights shall be as provided in Section 104-22-11 of County Vested Laws, supplanting the term “FB Zone” for “A-1 Zone.” However, the Project is only a receiving area and any provision therein governing the transfer of a Residential Development Right from the Project is inapplicable.

8.1.2. Receiving Area Established. The Project is established as a “receiving area” for TDRs irrespective of any changes of jurisdiction.

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

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

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

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

8.3. (Reserved.)

8.4. Street Right-of-Way Dedication. Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project’s street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, as public thoroughfares at no cost to the County. Each street right-of-way shall meet the minimum standards applicable as of this Agreement’s Approval Date.

8.5. Street Improvements. Streets in or immediately adjacent to the Project shall be designed and installed by the Developer in accordance with their corresponding adopted street cross sections in effect as of this Agreement’s Approval Date.

8.5.1. (Reserved.)

8.5.2. (Reserved.)

8.5.3. (Reserved.)

8.5.4. (Reserved.)

8.5.5. (Reserved.)

8.5.6. (Reserved.)

8.5.7. (Reserved.)

8.5.8. (Reserved.)

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

8.6. (Reserved.)

8.7. Utilities.

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

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

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

8.7.2.2. (Reserved.)

8.7.2.3. Septic System. Unless another method of wastewater disposal is used that better protects groundwater quality, wastewater disposal shall be provided by individual septic system per lot. The systems shall be a non-conventional advanced treatment system as governed by the local health authority.

8.7.3. (Reserved.)

8.8. (Reserved.)

8.9. Pathway Improvements. Developer agrees that each pathway, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an 10-foot wide paved pathway

9. (Reserved.)

10. (Reserved.)

11. General Provisions.

- 11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole. No partial assignment is allowed.
- 11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.6. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this

Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

11.8. (Reserved.)

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

11.10. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

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

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

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

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

11.15. Incorporation of Recitals and Introductory Paragraph. The Recitals

contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

- 11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Developer or the County
- 11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

12. Notices.

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

If to the County:

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

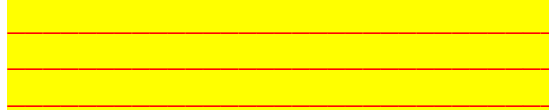
With copies to:

Weber County Attorney

2380 Washington BLVD, Ste. #230
Ogden, UT 84401

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

If to Developer:



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

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

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

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

13. Default and Remedies.

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

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

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

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

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

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

13.2. Dispute Resolution Process.

13.2.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) 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.

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

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

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

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

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

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

Developer until the Default has been cured.

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

17. Indemnification.

Developer agrees to indemnify and hold Weber County harmless from any claims arising from the design or construction of improvements.

To the maximum extent permissible by law, the Parties intend for the rights granted by this Agreement to be vested and binding on the Parties and their successors; however, it is

expressly understood that a court may disagree, and the County does not guarantee, and cannot guarantee, that Applicant's rights under this agreement will be binding after the incorporation of the area that includes the Property.

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

(Signatures on following pages)

SIGNATURES

“County”

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

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

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

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

“Developer”

By: _____

Print Name: _____

Title: _____

DATE: _____

Developer Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

Exhibit A – Property Legal Description

Parcel #: 220100052

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U S SURVEY; BEGINNING AT A POINT 1677.60 FEET WEST ALONG SECTION LINE FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 660.00 FEET, THENCE WEST 21.60 FEET TO A FENCE, THENCE SOUTH 1D48'30" EAST 660.33 FEET ALONG AND BEYOND SAID FENCE TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE EAST 0.76 FEET ALONG SECTION LINE TO POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

Parcel #: 220100050

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1578.6 FEET WEST ALONG SECTION LINE AND 660.00 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 32.60 FEET; THENCE NORTH 0D07'57" EAST 452.05 FEET TO THE SOUTH LINE OF COUNTY ROAD; THENCE SOUTH 68D44'30" EAST 33.86 FEET ALONG SOUTH LINE OF ROAD TO A POINT THAT BEARS NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH 439.77 FEET TO POINT OF BEGINNING. CONTAINING 0.33 ACRES, MORE OR LESS.

Parcel #: 220100045

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF A COUNTY ROAD AT A POINT SOUTH 89D32' WEST ALONG THE QUARTER SECTION LINE 1332.25 FEET AND NORTH 0D06' EAST 1092 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 0D06' WEST 1092 FEET TO THE SOUTH LINE OF QUARTER SECTION LINE; THENCE WEST ALONG THE QUARTER SECTION LINE 345.35 FEET; THENCE NORTH 660 FEET; THENCE EAST 99 FEET; THENCE NORTH 460.64 FEET TO THE SOUTH LINE OF SAID ROAD; THENCE EASTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

Parcel #: 220130021

PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF A COUNTY ROAD AT A POINT SOUTH 89D32' WEST ALONG THE QUARTER SECTION LINE 1147.75 FEET AND NORTH 0D06' EAST 1159.5 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20; RUNNING THENCE SOUTH 0D06' WEST 2458.1 FEET TO THE SOUTH PROPERTY LINE; THENCE NORTH 89D44' WEST 186.5 FEET; THENCE NORTH 0D06' EAST 2390.6 FEET TO THE SOUTH LINE OF THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

Parcel #: 220130022

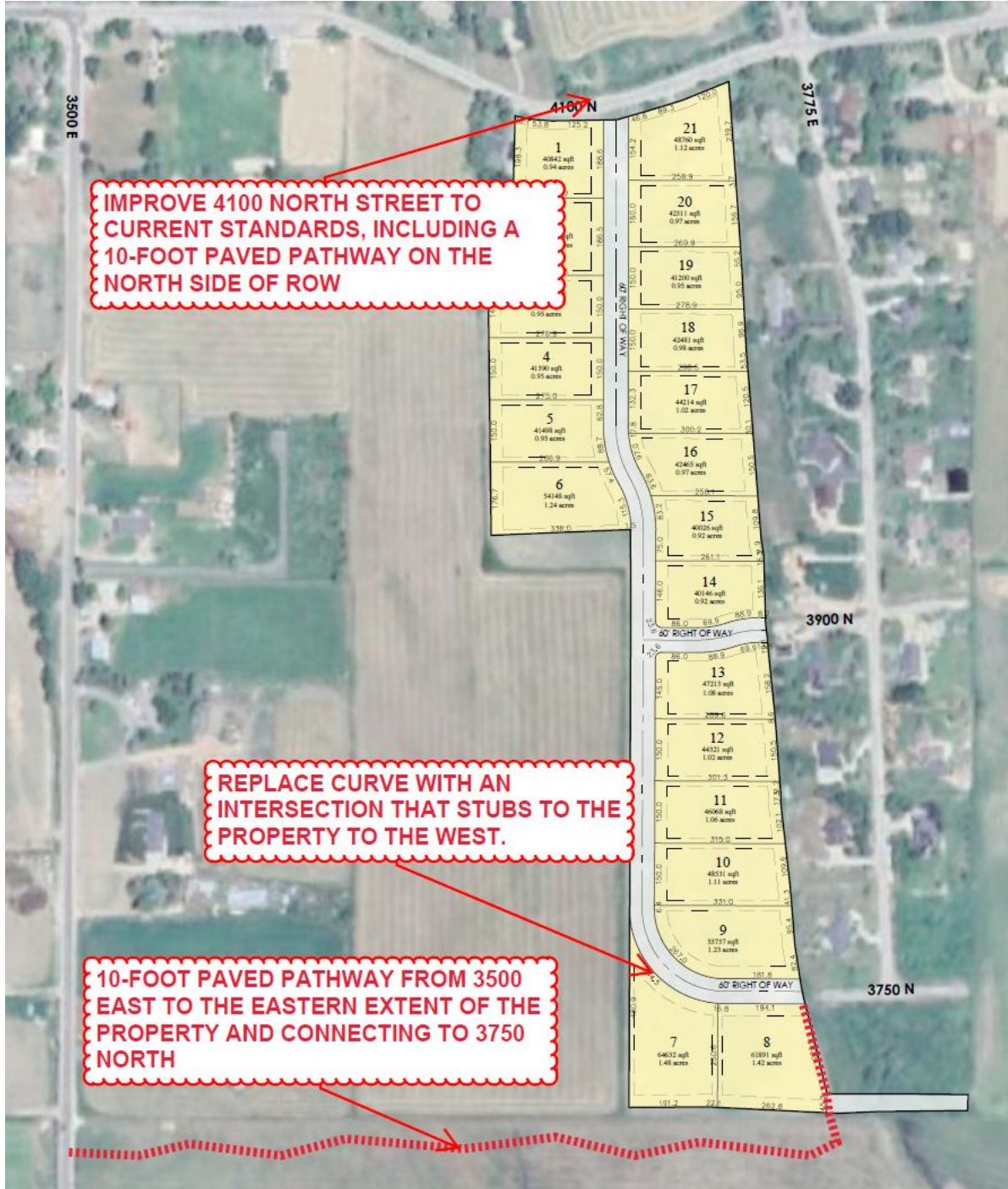
PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF A COUNTY ROAD AT A POINT SOUTH 89D32' WEST ALONG THE QUARTER SECTION LINE 1147.75 FEET AND NORTH 0D06' EAST 1159.5 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20; RUNNING THENCE SOUTH 0D06' WEST 2458.1 FEET TO THE SOUTH PROPERTY LINE; THENCE SOUTH 89D44' EAST 333 FEET; THENCE NORTH 15D04' WEST 410.5 FEET; THENCE NORTH 3D45' WEST 2100 FEET TO THE SOUTH LINE OF THE COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

Exhibit B – Property Graphic Depiction



Exhibit C – Concept Plan

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



PLANNING COMMISSION
STAFF REPORT



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone.

Agenda Date: November 24, 2025

Applicant: Owner: Jason Boren; Representative: Chase Freebairn

File Number: ZMA2025-07

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/24348>

Property Information

Approximate Address: 4015 N 2900 E and 3767 E 4100 N (Two Different Properties)

Current Zone(s): AV-3 Zone

Proposed Zone(s): A-1 Zone

Adjacent Land Use

North: Elk Ridge Estates Cluster Subdivision ~ Approx 3-Acre Average SFD Lots

South: RMP Power Line Corridor and Liberty Meadows Subdivision ~ 1.5-2.5 Acre SFDs Lots

East: Cottonwood Hills Estates ~ 1-Acre SFDs Lots

West: Large Lot Agricultural

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

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

Legislative Decisions

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

Summary and Background

The applicant requests a rezone of two contiguous properties, approximately 28.65 acres, in the unincorporated Liberty Area from AV-3 (Agricultural Valley, 3-acre minimum) to A-1 (Agricultural, 40,000 sq ft minimum). The purpose of the rezone is to enable the later creation of ~1 acre subdivision lots. The property lies just outside the quarter-mile radius Liberty Village Area identified in the Ogden Valley General Plan.

The proposal increases residential density without using TDRs, clustering, or agricultural preservation tools. The Ogden Valley General Plan has a strong recommendation against increasing density unless doing so advances other plan goals in a substantial way. Applying this recommendation, the proposed rezone is found to be inconsistent with the General Plan.

Based on application of the decision criteria in Section 102-5 and the General Plan's directives for growth and density, staff cannot make a positive finding that this rezone is consistent with long-term land-use policy for the

Ogden Valley. If the Planning Commission elects to forward a recommendation of approval, staff strongly advises incorporating conditions listed in the staff recommendation section of this report.

Important note: the application includes a rezone request to rezone a separate 4.88-acre property located at approximately 4015 N 2900 E. The owner of that parcel, who is not associated with the applicant, requested removal of that property from this rezone request. Hence, this report evaluates only the 28.65 acre property.

The basic framework of the report was generated using large language modeling, with context, relevance, corrections, specificity and recommendations provided by staff.

Policy Analysis

Context.

The subject property is located at approximately 3767 E 4100 N (**see Figure 1**). Access to the future development is proposed to be provided by 4100 North. The subdivision's concept plan also shows internal street connections to the east connecting to 3750 North and 3900 North in the Cottonwood Hills Estates subdivision. The subject property is flanked on all three sides by single-family residential lots.

The Cottonwood Hills Estates subdivision to the east and the Liberty Meadows subdivision to the south were both created when the area was governed by the A-1 zone, prior to the area being downzoned to the AV-3 zone. This proposal is generally compatible with those development patterns.

The Elk Ridge Estates Cluster subdivision to the north was platted using the three-acre AV-3 zone to enable smaller lots surrounded by open space for an average density similar to traditional development in the AV-3 zone.

Properties to the west are currently large vacant agricultural properties.

Rezone Procedures and Evaluation.

Under §102-5, amendments to the zoning map are legislative and must be evaluated within the context of:

1. Consistency with the General Plan
2. Compatibility with surrounding land uses
3. Suitability of the property for the proposed zoning
4. Adequacy of facilities and services
5. Public interest, including potential impacts
6. The effect of the proposed change on the County's long-term goals

What follows is an evaluation of the request using these criteria.

Figure 1: Aerial of Subject Parcels and Vicinity.



Figure 2: Current Zoning Map and the Subject Parcels.

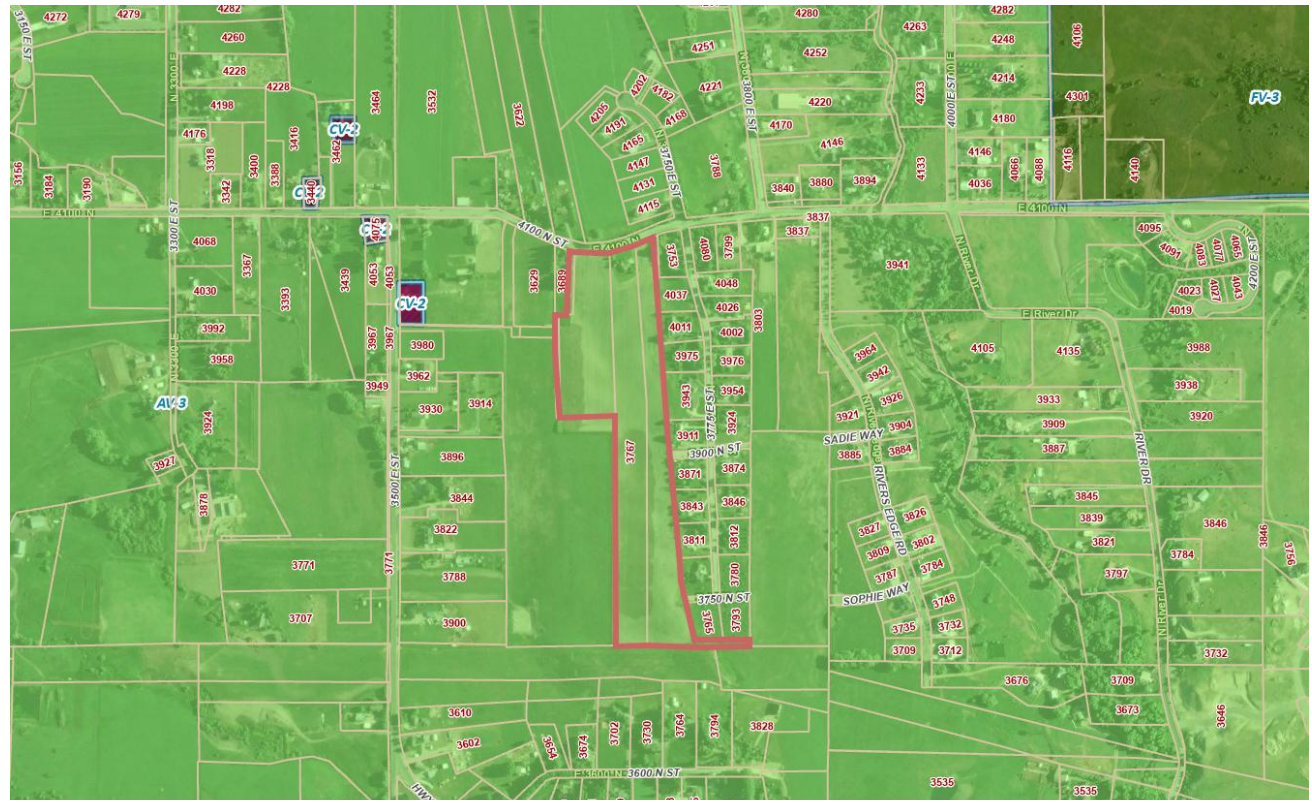
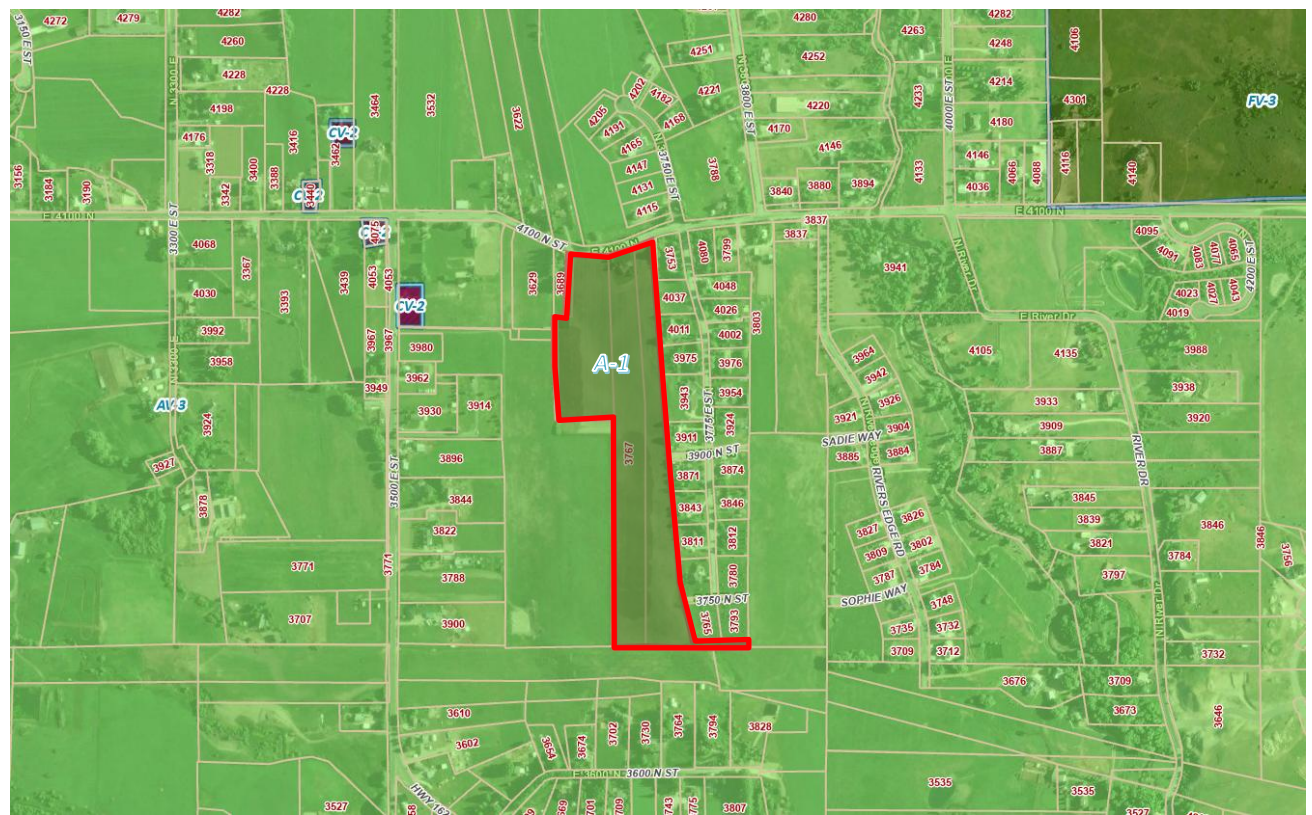


Figure 3: Proposed Zoning Map and the Subject Parcels.



Ways the proposal conflicts with the general plan:

- The general plan is explicit that increases in residential density outside of village areas should occur only through TDRs.
- The rezoning from AV-3 to A-1 creates additional residential potential without increasing the rural residential character elsewhere in the valley.
- The proposal does not include clustering, open-space preservation, or rural land protections recommended by the Plan.

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

The Cottonwood Hills Estates (east), Liberty Meadows (south), and Elk Ridge Estates (north) each contain one-densities generally consistent with A-1 zoning. The proposed lot sizes are not incompatible with adjacent existing neighborhoods and would continue the transition from agricultural land to established residential neighborhoods.

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

The proposal is unlikely to introduce notable nuisance impacts. Traffic from one-acre lots is generally light, and the east–west road connections substantially improve the area’s future grid connectivity. The Rocky Mountain Power corridor preserves separation from Liberty Meadows, and septic/well development is common in the area.

Figure 5: Applicant-Proposed Concept Plan.

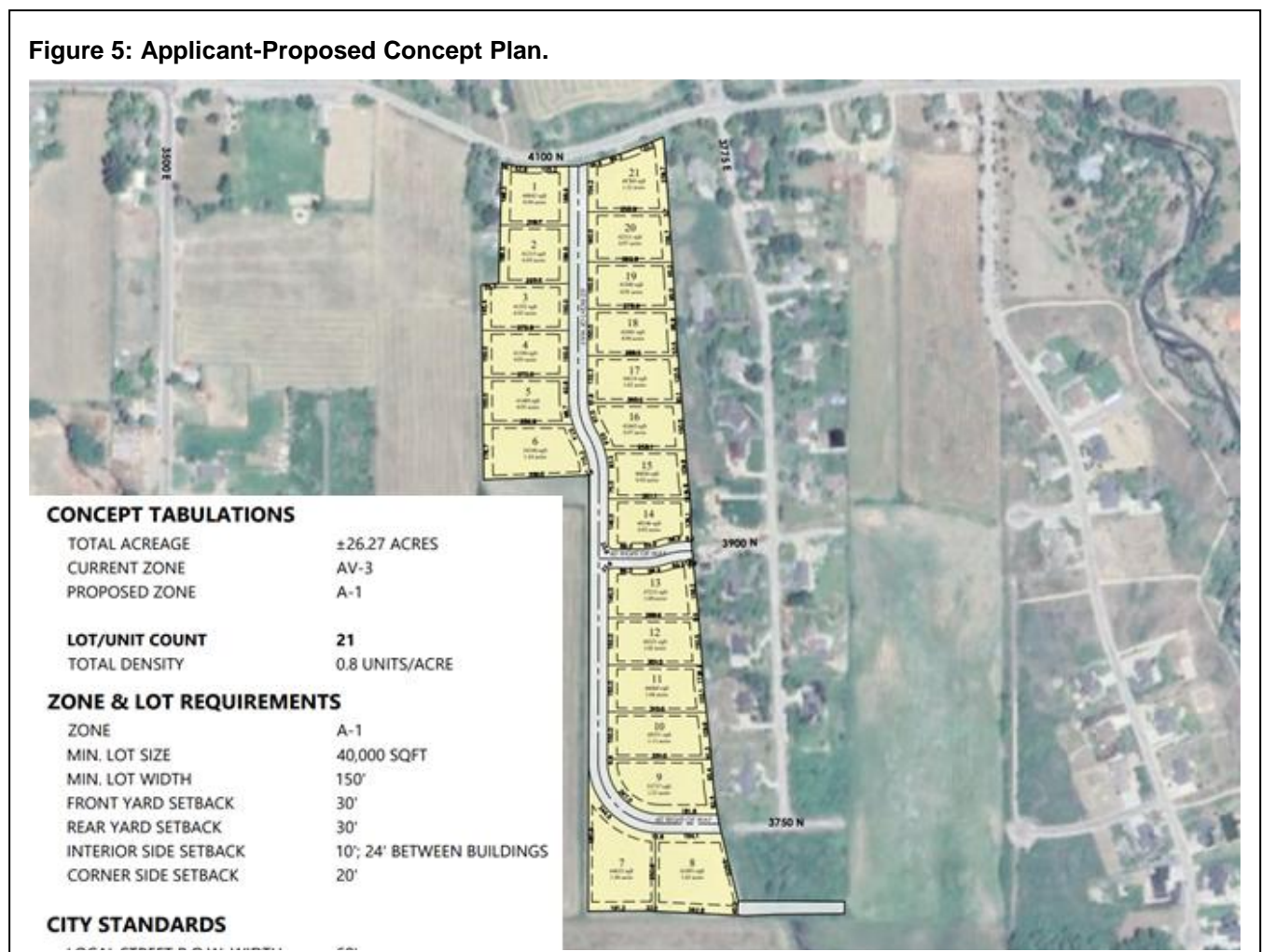
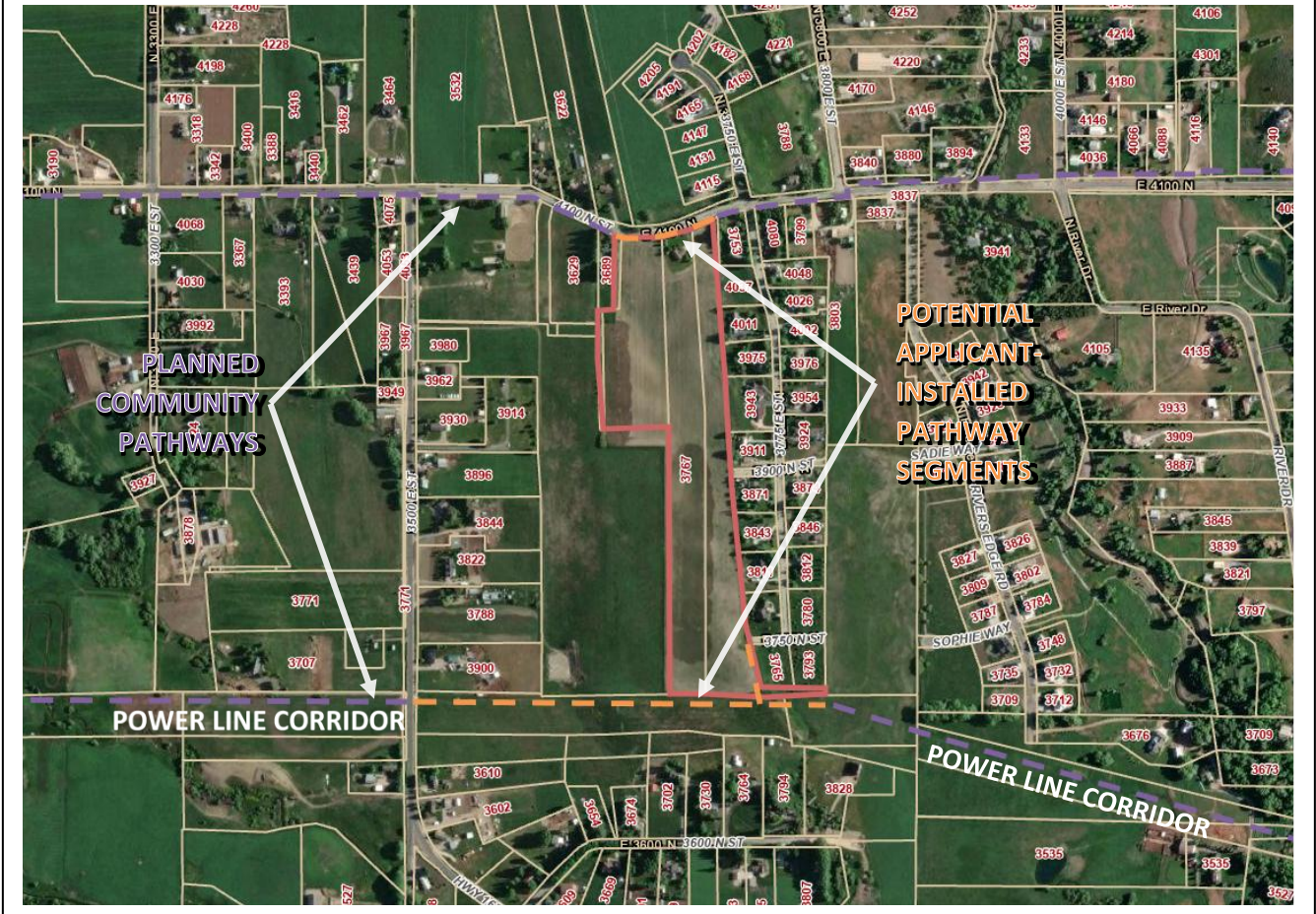


Figure 6: Pathway Connection Opportunities.



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 area lacks centralized water and sewer, meaning increased density comes with watershed sensitivity issues and groundwater considerations under Health Department review. The application suggests that Eden Water and Mountain Sewer are the water and sewer authorities for the area – which is not accurate, but the application narrative has been amended to indicate that each lot will have its own well and septic system.

The proposed road connections are generally adequate and beneficial for long-term circulation. The proposal is not anticipated to have substantial impact on police and fire protection or the typical refuse collection. Demonstration of successful storm water management and infrastructure will be required when a subdivision application is submitted.

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

There is no anticipation that the proposal will overwhelm the local transportation corridors. If approved, the developer will be require to reconstruct 4100 North along the frontage of the development to provide greater width and pedestrian facilities.

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

The property has historically been irrigated farmland and has no known sensitive areas.

Staff Recommendation

Based on application of the decision criteria in Section 102-5 and the General Plan's directives for growth and density, staff cannot make a positive finding that this rezone, as proposed, is consistent with long-term land-use policy for the Ogden Valley. If the Planning Commission elects to forward a recommendation of approval, staff strongly advises incorporating the conditions listed below, which can be implemented in a development agreement:

1. Any density increase over that of the AV-3 zone shall be provided by means of transferable development rights that follow the same rules established in the Form Based zone - Section 104-22-11.
2. Dedicate and improve the development's frontage on 4100 North Street to the same half-width standard used by the county for the recently constructed 4100 North connection to Fairways Drive, but with the paved pathway on the south (project) side of the street.
3. Bury 4100 North's existing overhead power for the frontage of the subject property.
4. Coordinate with Rocky Mountain Power to construct a 10-foot wide paved public pathway within the power line corridor that connects from 3500 East and stubs eastward to the easternmost edge of the subject development; provide a 10-foot paved pathway connection along the easternmost edge of the development to connect 3750 North Street to the power line corridor pathway.

This recommendation is offered with the following findings:

1. With the added conditions, the proposal serves as an instrument to further implement the vision, goals, and principles of the general plan.
2. The proposal is consistent with development already in the vicinity.
3. The proposal is not detrimental to the health, safety, and welfare of the valley residents.

If the project is not changed to conform to the general plan, as provided in the above recommendation, then staff recommends denial of the rezone based on the following findings:

1. The proposal is not supported by the general plan.
2. The proposal fails to use transferable development rights as a means of increasing localized density.
3. The proposal makes no meaningful public contributions.
4. The area is not yet ready for the proposed changes to be implemented.

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 proposed by applicant:

I move we forward a positive recommendation to the County Commission for File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone. I do so with the following findings:

Example findings for approval:

1. *The changes are supported by the General Plan.*
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 and welfare of 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 #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone, **but with the following additional changes, edits, and corrections:**

Example Conditions:

1. *Example: Approval is forwarded with the staff's recommendations provided in this report.*
2. *Example: Amend staff's consideration item # []. It should instead read: [desired edits here].*
3. *Etc.*

I do so with the following findings:

Example findings for approval with changes:

1. *Example: Approval is forwarded with the staff's recommended findings provided in this report.*
2. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
3. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
4. *The changes will enhance the general health, safety, and welfare of residents.*
5. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
6. *Etc.*

Motion to recommend denial:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone. **I do so with the following findings:**

Examples findings for denial:

- *Example: The proposal is not supported by the general plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal fails to use transferable development rights as a means of increasing localized density.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____ add any other desired findings here _____].*

Exhibits

Exhibit A: Application Information.
Exhibit B: Concept Plan.

Exhibit A - Application Information.

Boren Family Rezone - AV3 to A1

+ Add Follower

✎ Change Status

✎ Change Review Due Date

✎ Edit Project

Address: Approximately 3767 E 4100 N, Unincorporated Weber County , UT, 84310
Maps: [Google Maps](#)
Project Type: Zoning Map Amendments
Sub Type: Zoning Map Amendments
Created By: [Chase Freebairn](#)
Created On: 10/2/2025

Project Status: Submitted
Status Date: 10/2/2025
File Number: ZMA2025-07
Project Manager: [Charlie Ewert](#)

Application

Documents 4

Comments 2

Reviews 0

Followers 5

History

Reminder 0

Payments 1

Internal 0

Application

+ Add Building

+ Add Parcel

✎ Edit Application

+ Add a Contractor

Print

Building Permit

Project Description

The William R. Boren & Norma Jean Boren Family Trust, along with the Boren Family Trust (Trustees), are requesting a rezone of seven (7) parcels totaling approximately 33.53 acres (±) from AV-3 to A-1 in order to allow subdivision and development of the properties into 1-acre residential lots.

Property Address

Approximately 3767 E 4100 N
Unincorporated Weber County , UT, 84310

Property Owner

Jason Boren
801-414-1563
jdboren@hollandhart.com

Representative

Chase Freebairn
801-386-6708
chase@colewest.com

Accessory Dwelling Unit

False

Current Zoning

AV-3

Subdivision Name

Number of new lots being created

21

Lot Number

Lot Size

40,000 Sq. Ft. Min. Lot Sizes

Frontage

Culinary Water Authority

Eden Water Company

Secondary Water Provider

Eden Irrigation Company

Sanitary Sewer Authority

Mountain Sewer

Nearest Hydrant Address

Signed By

Representative, Chase Freebairn

Parcel Number

✘ Remove [220130022 - County Map](#)

✘ Remove [220130021 - County Map](#)

✘ Remove [220100045 - County Map](#)

✘ Remove [220100050 - County Map](#)

✘ Remove [220100052 - County Map](#)

✘ Remove [220090095 - County Map](#)

✘ Remove [220090096 - County Map](#)

Narrative

Due to the unfortunate passing of the Boren family patriarch, the trustees of the William R. Boren & Norma Jean Boren Family Trust, along with the Boren Family Trust, are seeking to rezone seven (7) family-owned parcels totaling approximately 33.53 acres from AV-3 to A-1. This request will allow for the subdivision and development of the properties into 1-acre residential building lots.

The Boren family has deep ties to this land and its long-standing agricultural traditions. As the trustees now look toward the future stewardship of these properties, their intent is to balance the preservation of Ogden Valley's rural character with the community's growing need for additional housing opportunities.

This area of unincorporated Weber County, commonly referred to as Eden and Liberty, has experienced increased demand for new housing, yet opportunities for appropriately sized single-family lots remain limited. Rezoning to A-1 provides for 1-acre lots, which offer a natural and cohesive transition within the historically agricultural landscape. Importantly, the A-1 zone continues to allow both agricultural and residential uses, ensuring that the land's heritage remains honored while accommodating carefully planned growth.

The proposed rezone strikes the right balance between honoring the agricultural past and preparing for the valley's future. It will provide much-needed new housing supply, support responsible growth, and maintain the rural identity of Ogden Valley. The Boren family's request represents a thoughtful approach to land use that respects the character of the community while helping address its pressing housing needs.

Project Narrative (Contd.)

Culinary Water (planned access):

The project will utilize **individual private wells** for culinary water. Wells will be permitted through the Utah Division of Water Rights and designed/constructed in accordance with state and county standards, including required separation distances from septic systems and compliance with any applicable drinking water source protection zones.

Irrigation and Landscape Watering:

Irrigation and landscape watering will be provided by **Liberty Irrigation Company**. The current property owner holds **94.5 Liberty Irrigation water shares**, which will remain allocated to the property and are intended to serve the project's irrigation demands. Coordination with Liberty Irrigation will occur as needed to confirm delivery, point of connection, and applicable requirements for system design and operation.

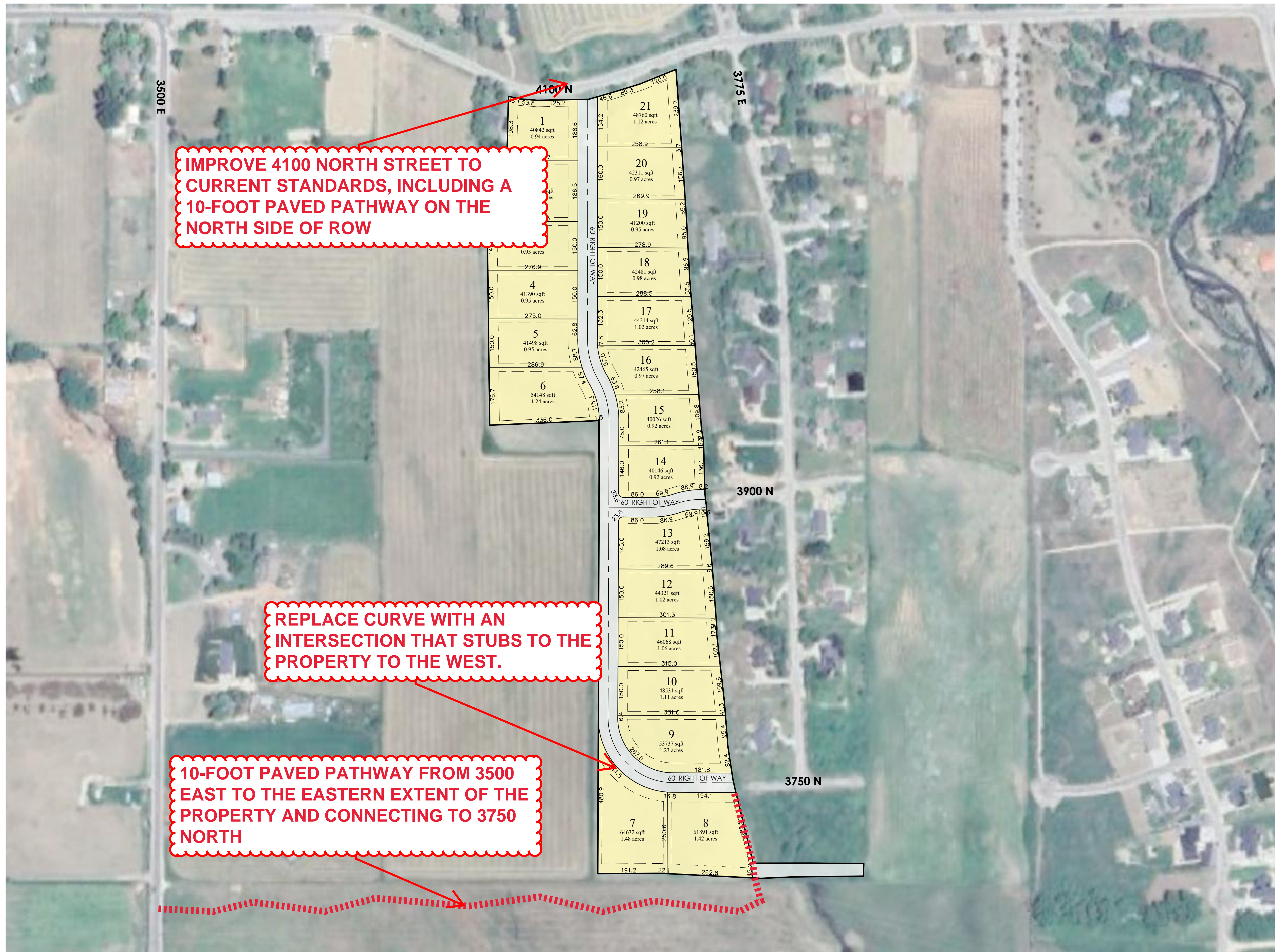
Wastewater Disposal (planned access):

The project will utilize **individual onsite septic systems**. Percolation testing and system design will be completed by a licensed professional and reviewed/permitted by the Weber-Morgan Health Department. We understand septic systems are restricted within certain **Drinking Water Source Protection (DWSP) zones**. We will obtain and review the source-protection zone shapefile for the **new Nordic well west of the site** and will **site all septic systems outside any prohibited DWSP zones**. Lotting and/or system locations will be adjusted as needed to ensure full compliance.

Parks and Open Space (proposed plan/donation):

We propose a land donation to support open space and potential transportation needs. Specifically, we intend to **donate and deed Parcel #220090096 (±1.24 acres) to Weber County** for use as **open space** or, at the County's discretion, **future right-of-way expansion of 4100 N**. A legal description and exhibit can be provided upon request.

Exhibit B: Concept Plan.



CONCEPT TABULATIONS

TOTAL ACREAGE	±26.27 ACRES
CURRENT ZONE	AV-3
PROPOSED ZONE	A-1

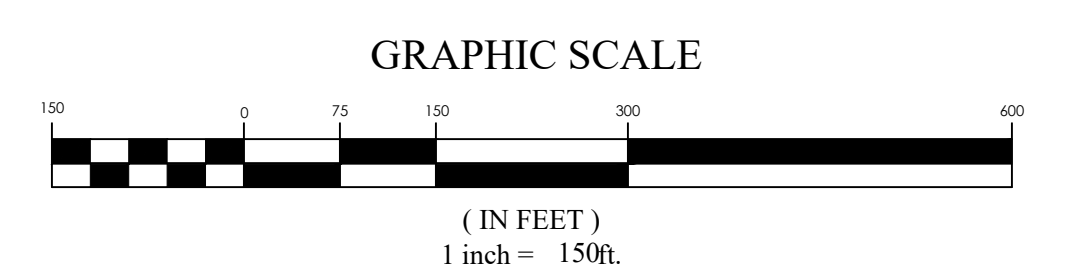
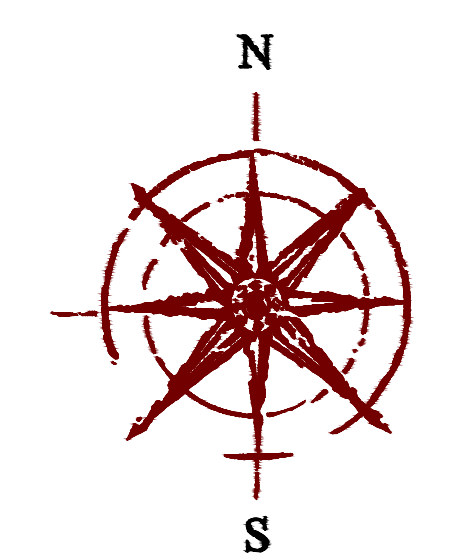
LOT/UNIT COUNT	21
TOTAL DENSITY	0.8 UNITS/ACRE

ZONE & LOT REQUIREMENTS

ZONE	A-1
MIN. LOT SIZE	40,000 SQFT
MIN. LOT WIDTH	150'
FRONT YARD SETBACK	30'
REAR YARD SETBACK	30'
INTERIOR SIDE SETBACK	10'; 24' BETWEEN BUILDINGS
CORNER SIDE SETBACK	20'

CITY STANDARDS

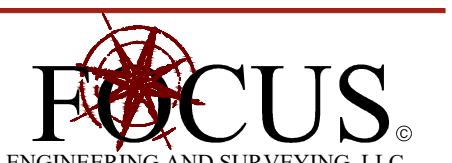
LOCAL STREET R.O.W. WIDTH	60'
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BOREN PROPERTY EAST concept A

EDEN, WEBER COUNTY
 9/9/2025
 25-0291

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.



Z:_2025\25-0291 Boren Properties\design\25-0291\dwg\concept\25-0291 Concept A.dwg