



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #GPA2025-02, an application to amend the Western Weber General Plan's Future Land Use Map to change the future land use designation of the Halcyon Estates Subdivision's dedicated open space from parks and recreation open space to medium-to-large residential lots, and File #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision from the A-1 zone to the R1-15 zone.

Agenda Date: May 14, 2026

Applicant: Keith Ward

File Number: GPA 2025-02 and ZMA2025-05

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23966>

Property Information

Approximate Address: 1700 South, 4150 West, Unincorporated West Weber

Current Zone(s): A-1 Zone

Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North:	Anselmi Acres Subdivision	South:	Residential
East:	Residential	West:	Bristol Farms Subdivision

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.

Executive Summary

This report addresses a request for a **General Plan Amendment and Rezone** for the **Halcyon Estates Subdivision** in Western Weber County.

- **General Plan Amendment:** The requested amendment would change the future land use designation of a 10-acre open space parcel from **Parks/Recreation** to **Medium-to-Large Sized Residential Lots**.
- **Rezone:** The requested change would rezone said 10-acre open space parcel, created by a previously adopted PRUD, from the A-1 zone to the R1-15 zone.
- Typically, a request to rezone is accompanied by a mutually negotiated development agreement.
- The applicant has requested a final decision to be made within 45 days, pursuant to Utah Code 17-79-805.

- **Planning Commission Recommendation:** The planning commission forwarded a positive recommendation for the general plan amendment and rezone contingent on the following items (summarized) being agreed-to in a development agreement:
 1. Use of County's template development agreement and everything therein.
 2. Applicant's proposed resolution to the missing trees in the existing Halcyon Estates subdivision:
 - a. Install trees in parkstrip of lot owners wanting the tree(s); and
 - b. Install or donate remainder of trees to the Taylor Landing Park.
 3. Install a pathway along 1800 S for the existing Halcyon Estates subdivision.
 4. \$7,500 donation per lot for parks, including both proposed new lots and all existing lots within the Halcyon Estates subdivision.
 5. Install a pathway to the required pathway stub in the Bristol Farm development to the west.
 6. Install a pathway from the 1700 S cul-de-sac on the east to the proposed development's 4125 W Street.
 7. Water that currently belongs to the subject property stays with the subject property, with the any excess not needed for the proposed development being donated to the Taylor West Weber Park District.
 8. Limit the rezone to not include the larger lots 1-14 of the existing Halcyon Estates subdivision.
 9. Give the development agreement a three year term with a possible one yr. extension.
- **County Commission Consideration:** In work session on December 15, 2025, the county commission considered the planning commission's recommendation and discussed potentially pursuing the following additional stipulations (summarized):
 10. Replacement of the sidewalk and park strip of the original Halcyon Estates subdivision in favor of a 10' pathway.
 11. Amend the proposed site plan to include the planning commission's considerations.
 12. Obtain letters of support and/or acknowledgement from immediately adjoining homeowners.
- **No mutually acceptable development agreement has been negotiated at this time.**

Model Motion

I move that we deny both the application for an amendment to the General Plan and the application for an amendment to the zoning map based on the following findings:

1. It is the Commission's legislative judgment that the public interest is best served at this time by adhering to the comprehensive planning efforts and general plan already adopted by the County.
2. At this time, a general plan amendment would not advance the purposes of the County Land Use, Development, and Management Act.
3. It is the Commission's legislative judgment that the public interest is best served at this time by adhering to the comprehensive planning efforts and zoning already adopted by the County.
4. A zone amendment at this time would not advance the purposes of the County Land Use, Development, and Management Act.

Exhibits

Exhibit A: Planning Commission Minutes

Exhibit B: Planning Commission Staff Report.

EXHIBIT A: PLANNING
COMMISSION MINUTES

Minutes of the Meeting of the Western Weber Planning Commission for October 14, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

Western Weber Planning Commissioners Present: Andrew Favero (Chair), Casey Neville (Vice Chair), Wayne Andreotti, Jed McCormick, Emily Rogers, and Sara Wichern

Staff Present: Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

Roll Call: Chair Favero conducted roll call and indicated Commissioner Clontz was excused; all other Commissioners were present.

1. Minutes: August 12, 2025; September 9, 2025; and September 16, 2025

Chair Favero introduced the minutes of the August 12, September 9, and September 16, 2025 meetings. There were no suggested edits to the minutes and Chair Favero declared them approved as presented.

2. Administrative items:

2.1 DR 2025-12: Request for approval on a design review application to construct two new buildings with parking and landscaping. Staff Presenter - Felix Lleverino. Applicant: Brett Preslar.

Nathan Harris, applicant's representative, presented the project, explaining that there is one existing building on the property located at 2367 Rulon White Boulevard, and it currently houses an eyelash business called Eyelash. He plans to develop the rest of the property with office warehouse units. He indicated there could potentially be 9 units, though this might vary depending on how tenants choose to utilize the space.

Commissioner Rogers expressed concerns about the limited parking, noting only two parking stalls appeared to be available per unit. Mr. Harris clarified there is additional land that could be developed for extra parking if needed.

Planner Lleverino then provided staff's analysis of the application; he first addressed the comments regarding parking, explaining that the parking requirement for warehouses is typically two spaces per three employees, and the current plan includes 32 spaces total, exceeding the minimum requirement of 22 spaces. He then used the aid of a PowerPoint presentation to provide detailed information about the project's location in the M1 (manufacturing) zone, traffic circulation, access points from Hemingway Street, and the proposed landscaping plan. He noted that the building heights conform with M1 zone requirements, and the storm water management plan utilizes subsurface storm tech chambers. Engineering reviews are still in process. He concluded staff recommends approval of the Thiros Design Review Application DR 2025-12. This recommendation is conditioned upon all review agency requirements, and the following conditions:

1. Written approval of the design shall not be issued until all review agency requirements have been met, specifically the comments from the County Engineer and Fire District.

This recommendation is based on the following findings:

1. The construction of new buildings within this legally platted subdivision lot is permitted under the land use code.
2. The proposal complies with applicable requirements from the M-1 zone.
3. The proposal demonstrates compliance with the applicable land use codes.

Commissioner Rogers indicated she still has concerns about the amount of parking included on the site plan; she is unsure there is a sufficient number of parking space to accommodate customer and employee traffic. However, she acknowledged that much of the work to be done in the site is manufacturing in nature and there may not be a significant demand for parking.

Chair Favero inquired about the placement of the buildings on the lot, as he found it difficult to determine from the plans. Mr. Lleverino referred to slides from his presentation that helped to illustrate the building placement.

Discussion among the Commission concluded with an agreement that the project would create jobs and was compatible with the General Plan and zoning regulations.

Vice Chair Neville moved to approve application DR 2025-12: Request for approval on a design review application to construct two new buildings with parking and landscaping, based on the findings and subject to the conditions listed in the staff report. Commissioner Andreotti seconded the motion. Commissioners Andreotti, McCormick, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Clontz was not present when this vote was taken.

2.2 DR 2025-07: Request for design review approval for a 23,800 square-foot fabrication shop located at 8052 W 900 S, Ogden, UT 84404 in the Manufacturing (M-1) Zone. Applicant: Note Christensen; Staff Presenter: Tommy Aydelotte.

Applicant Nate Christensen presented his request for approval of a 23,800 square-foot fabrication and machine shop. Mr. Christensen explained that his company is currently located in Centerville and he wishes to relocate to Western Weber to be closer to his employees. The business fabricates items from handrails to small parts and uses CNC machines.

Commissioner Rogers inquired as to the number of employees that work at the business. Mr. Christensen stated that he currently employs 40 people and expects to add two to five more jobs with the new facility.

Planner Aydelotte presented staff's analysis of the application, noting that the applicant is proposing a structure with xeriscape landscaping due to soil conditions in the area. She explained that the landscaping plan had not been submitted yet but would be required prior to written approval. Ms. Aydelotte confirmed that the proposed uses are permitted in the M-1 zone and that the design meets all applicable standards. She concluded staff recommends approval of the request for Design Review approval for a 23,800 fabrication building in the M-1 Zone, located at 8052 West, 900 South, Ogden, UT, 84401. This recommendation is conditioned upon all review agency requirements, and the following conditions:

1. All review agency requirements must be addressed and completed before the written approval of the design review is issued.
2. A landscape plan shall be submitted prior to written approval of this design review application.
3. Occupancy shall not occur until all improvements, including landscaping, have either been installed or guaranteed.
4. That the building's setbacks conform to Code requirements.

The following findings are the basis for Staff's recommendation:

1. This proposal is listed as a permitted use within the M-1 Zone.
2. This proposal conforms to the Land Use Code of Weber County, Utah.
3. The owners will obtain the appropriate permits before construction begins.

The Commission discussed the surfacing requirements for areas around the building. Ms. Aydelotte explained that parking areas must be hard-surfaced (asphalt or concrete), but there was some ambiguity about loading areas and travel surfaces on private property. Mr. Christensen explained that they would use concrete for loading areas near bay doors, as asphalt doesn't hold up well under forklifts. Road base would be used for travel lanes around the perimeter of the building.

The Commission agreed that the road base would be sufficient for fire apparatus access as long as it was properly engineered, and that over time the applicant would likely hard-surface more areas as needed. They also discussed concerns about tracking dirt onto the public right-of-way, with Chair Favero noting that the applicant would be responsible for ensuring no mud is tracked onto 900 South.

Commissioner Wichern moved to approve application DR 2025-07, design review approval for a 23,800 square-foot fabrication shop located at 8052 W 900 S, Ogden, UT 84404 in the Manufacturing (M-1) Zone, based on the findings and subject to the conditions listed in the staff report. Vice Chair Neville seconded the motion. Commissioners Andreotti, McCormick, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Clontz was not present when this vote was taken.

3. Legislative items:

3.1 ZDA2025-03: A public hearing, discussion, and possible decision regarding an amendment to the zoning map that would expand the boundary of the C-2 zone within the property located at approximately 1402 South 4700 West. The expansion of the C-2 zone boundary is intended to cover the entire 2.06-acre parcel. Applicant: Dale Jordon; Staff Presenter - Felix Lleverino

Planner Lleverino presented the application to expand the C-2 zone boundary to encompass an entire 2.06-acre parcel at the corner of 1400 South and 4700 West. He explained that there is currently some ambiguity about where the C-2 zone boundary lies on this property, and rezoning the entire parcel would help resolve this issue.

Principal Planner Ewert noted that following the previous meeting, staff had met with the property owner and buyer (John Price) to address concerns about right-of-way dedication and non-conforming structures. Mr. Ewert explained that some existing structures are within the planned future right-of-way for both 4700 West and 1400 South. The proposal includes a development agreement with provisions for:

- Dedicating appropriate right-of-way widths (132 feet for 4700 West and 80 feet for 1400 South)
- Allowing existing non-conforming buildings to remain until either demolished by the owner or needed for roadway improvements
- Ensuring any new structures are placed outside the future right-of-way
- Addressing clear view site triangles for safe visibility at the intersection

Staff explained that while the current structures would be grandfathered in, once they are removed or if roadway improvements become necessary, the owner would need to comply with the new setback requirements. The development agreement allows the owner to continue using the buildings while they remain in place.

Vice Chair Neville requested that the Commission be provided with documentation for these types of applications in the future; it would have been helpful to see the draft version of the development agreement before discussing the matter tonight.

Chair Favero opened the public hearing; there were no persons appearing to be heard and the public hearing was closed.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for application ZDA2025-03, amendment to the zoning map that would expand the boundary of the C-2 zone within the property located at approximately 1402 South 4700 West. The expansion of the C-2 zone boundary is intended to cover the entire 2.06-acre parcel. Motion is subject to the conditions listed in the September 16, 2025 staff report, includes Exhibit A from – a draft development agreement, and based on the finding that with the revisions made to the C-2 allowances, it will minimize the effect on surrounding properties while allowing the current property owners to utilize their property rights. Vice Chair Neville seconded the motion. Commissioners Andreotti, McCormick, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Clontz was not present when this vote was taken.

After the vote, Mr. Ewert pointed out a discrepancy with the application number. He noted that the agenda listed the item as ZDA2025-03, but it should have been CMA2025-05. Mr. Ewert clarified that the incorrect labeling needed to be rectified to ensure accuracy in the records. This correction ensures consistency between the meeting's discussions and the official record of the meeting.

3.2 ZMA2025-05: A public hearing, discussion, and possible decision regarding an applicant to rezone the Halcyon Estates subdivision from the Agricultural (A-1) zone to the Residential (R1-15) zone. Applicant: Keith Ward; Staff: Charlie Ewert.

Keith Ward, the applicant, explained that he had been working with staff and the Parks District to develop a feasible path forward for his proposal; he believes the proposal would support the General Plan and make a sizable contribution to local parks development.

Principal Planner Ewert presented staff's analysis of the application to rezone Halcyon Estates from A-1 (Agricultural) to R1-15 (Residential). He explained that this involves a 10-acre piece that was previously designated as open space as part of the subdivision's cluster development approval. Mr. Ewert noted that rezoning the entire Halcyon Estates subdivision would be necessary to avoid creating non-conforming lots, as the existing lots were part of a lot averaging/PRD development that required open space. Mr. Ewert presented several key considerations:

- The applicant is offering \$7,500 per existing and proposed lot as a donation to parks development.
- Street and pathway connectivity between neighboring developments.
- Water rights associated with the property.
- How to handle existing residences that might want farm animals.

Mr. Ewert concluded that staff recommends approval of the application subject to a development agreement that includes:

1. Use of the county's standard development agreement template.
2. Street tree installation (or donation) consistent with county standards.
3. Upgrading sidewalk along 1800 South to a multi-use pathway (as ROW allows).

This recommendation is based on the following findings:

- The proposal aligns with the general plan's vision for smart growth and compatible development.
- It mitigates impacts through funding and infrastructure improvements.
- The development agreement ensures mutual public and private benefit.

Chair Favero opened the public hearing.

Brad Nelson expressed his dissatisfaction with the proposal to rezone the Halcyon Estates subdivision. He pointed out that the original density of the subdivision was approved contingent upon the 10 acres being preserved as agricultural land. Nelson shared his experience of purchasing into Halcyon Estates with the expectation of one-acre lots and was disappointed when the water ski lake that was initially promised did not materialize. Furthermore, he highlighted his efforts to halt the second phase of the development by refusing to sign the plat, as he wanted to maintain the one-acre lot standard he had initially bought into. However, he recounted that following an emergency meeting, the county proceeded with the development, carving out his property and creating a new subdivision around it without his consent. Currently, he is frustrated with the prospect of additional lots, contrary to his original expectations, which he feels are being disregarded by this rezoning effort. He mentioned his neighbors, the McCarthys, who are currently in Florida, were also affected and wished to have the option of keeping horses on their property. He concluded by urging the Commission to consider the original commitments made to residents when contemplating the rezoning.

Scott Stewart acknowledged the inevitability of development but suggested that funds initially slated for parks be redirected to improve the area's existing infrastructure, especially concerning the roads. He commented on the poor condition of local roads due to constant construction, which causes frequent deterioration. Mr. Stewart also proposed separating the first phase of Halcyon to preserve potential rights for agricultural purposes among residents, citing that some individuals purchased lots with the intent to eventually have room for lifestyle elements such as horses. Mr. Stewart expressed general support for development but emphasized the importance of addressing current infrastructure issues before proceeding with this application.

Brenda Esperate, a resident at the corner of 1800 South and Halcyon, expressed her support for separating the existing phase from the proposed rezoning to alleviate pressures on those in the original phase who had plans for keeping animals. She emphasized concerns about inadequate infrastructure, particularly traffic impacts from the increased density due to new homes. Brenda expressed a specific desire to direct funds intended for parks toward improving the condition of the road in Halcyon, which she described as a disaster, and suggested providing utility upgrades like improving water pressure which had been insufficient. She also noted the incomplete state of a nearby park, indicating that it has been under construction for two years with delays due to water utility issues.

Megan Arbon, a resident in the cul-de-sac on 4081 West 1700 South, emphasized her opposition to a road connection through the cul-de-sac, stating it did not make sense given that there were already two direct roads going through from 1800 South to 1400 South. She favored maintaining the area as it is, suggesting that a walkway would be a more acceptable option over creating new roadways. Additionally, Ms. Arbon provided clarification on the condition of the nearby park. While there had been previous mentions of a park, she noted that it was not yet completed, lacking necessary infrastructure such as water services.

There were no additional persons appearing to be heard and the public hearing was closed.

Chair Favero invited staff and Mr. Ward to address some of the comments made during the public hearing. Mr. Ward explained that a significant amount of effort had been put into determining the feasibility of the original concept which included a ski lake. However, it proved too risky due to potential failure and associated flooding concerns. As such, it became infeasible, prompting the need to reconsider the best uses for the property. Mr. Ewert added further context regarding zoning and development rights. He explained that the goal was to ensure that any new zoning changes reflect the intended development pattern and avoid placing existing parcels into a non-conforming status. He noted that they want to figure out how to blend the existing development goals with the applicant's current proposal. Ewert emphasized the need to manage expectations, acknowledging that residents purchased their homes with certain expectations, but explaining that the original approvals had evolved due to practical constraints and the need for better long-term solutions for the neighborhood.

The Commission then engaged in philosophical discussion and debate of several aspects of the proposal:

- The possibility of limiting the rezone to just the 10-acre parcel, to preserve the rights of current homeowners who might wish to keep farm animals.
- The importance of ensuring pathway connections between neighborhoods, though it was recognized that some residents oppose a road connection through existing cul-de-sacs.
- A proposed development timeline, settled at 3 years with the option for a 1-year extension, to help streamline the development process.
- Discussing the water rights issue, ensuring that water associated with the property stays with it and any excess could benefit the Parks District.
- They also considered the historical context, understanding that prior subdivision approvals were contingent on the inclusion of a ski lake which didn't come to fruition due to unforeseen challenges.

Chair Favero reflected on changing expectations over time, noting that his own expectation was that none of these houses would exist there today, but property rights allowed for development. He addressed the challenge faced by both residents and the Commission when initial expectations, such as the presence of parks or open spaces, do not align with reality over time. Chair Favero highlighted the need to balance these evolving expectations against the need to respect landowners' rights, a recurring theme the commission must navigate. He then stressed the importance of the Commission making decisions grounded in the best information available at any given time, acknowledging that these decisions could not please everyone involved. He underscored the shared responsibility of residents and decision-makers to ensure the community developed in a way that respected both individual rights and the broader needs. Ultimately, he concluded that with development and change being constants, the focus should be on collectively taking the best available actions in response to them. This led to continued discussion of the five-item listed above; Commissioner McCormick explicitly expressed significant concerns over the agreement made by a previous Planning Commission regarding the original density of the Halcyon Estates subdivision, which included leaving 10 acres as open space. He highlighted that this agreement was an understanding made with both the developer and the property purchasers. His concern was that the expectations set during this original agreement ought to be honored and any change now could breach trust with those who bought property with certain expectations. Due to the lack of signatures from all affected subdivisions residents and the perceived lack of effort by the developer to address the original commitments, Commissioner McCormick stated that he could not, in good conscience, support the rezoning proposal and indicated that he would vote against it. The Commission acknowledged these concerns; Commissioner Wichern noted that while the intentions behind preserving land for open space were admirable, rezonings should be evaluated contextually to align with present-day realities and challenges. She highlighted that property rights and the project's coherence with the general plan also need to be considered alongside past agreements. Commissioner Wichern supported the rezoning proposal with conditions addressing community needs. Chair Favero acknowledged Commissioner McCormick's point but emphasized the broader view of evolving expectations and the necessity for flexibility in planning to accommodate growth realistically. He articulated that residents' and developers' perspectives must be balanced pragmatically within the planning framework. Vice Chair Neville agreed and expressed empathy towards Commissioner McCormick's position on maintaining commitments but endorsed moving forward cautiously with the rezoning while maximizing benefits through aligned community contributions and modifying conditions to preserve local interests.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for application ZMA2025-05, rezone the Halcyon Estates subdivision from the Agricultural (A-1) zone to the Residential (RI-15) zone, subject to the following eight conditions:

1. Use of the county's standard development agreement templates;
2. Street tree installation or donation consistent with county standards;
3. Upgrading sidewalk along 1800 South to a multi-use pathway as right-of-way allows;
4. A \$7,500 donation per lot for all existing and new lots of all phases of Halcyon Estates;
5. A three-year term with a one-year extension option on the development agreement;
6. A pathway to Bristol on the west to 4250 West and a pathway from the cul-de-sac at 1700 South to 4125 West;
7. Water associated with the property stays with the property, with excess donated to the Parks District; and
8. The rezone will only be applied to the 10 acres

Commissioner Rogers seconded the motion. Commissioners Andreotti, Rogers, Wichern, Vice Chair Neville, and Chair Favero voted aye. Commissioner McCormick voted nay. (Motion carried on a vote of 5-1). Commissioner Clontz was not present when this vote was taken.

Chair Favero remarked that the recommendation for the rezoning will now advance to the county commission for a final decision. He advised attendees that no direct notifications would be sent, so residents should proactively monitor the commission's agenda, either through official county postings or the state's notification website. Chair Favero emphasized the importance of following these proceedings, as the county commission is the authoritative body that will ultimately decide on the rezoning application.

4. Public Comment for Items not on the Agenda:

There were no public comments.

5. Remarks from Planning Commissioners:

Vice Chair Neville raised the question of whether hand-delivered paper packets were still necessary for Commissioners, noting the environmental impact and staff time involved. There was brief discussion about potentially using iPads instead of receiving paper packets, but some Commissioners expressed preference for paper copies.

Commissioner Andreotti expressed concerns about the ability of future generations to afford housing in the area. He noted that many existing local residents want their children to stay in the community, but the rising costs of real estate make it difficult. Commissioner Andreotti emphasized the need for zoning to adapt to meet current and future community needs, pointing out that smaller homes or lots may be necessary to provide affordable housing. He also mentioned that this issue reflects a broader trend and advocated for staying informed on state-level discussions to anticipate these challenges.

6. Planning Director Report:

Principal Planner Ewert discussed upcoming training opportunities for Commissioners.

7. Remarks from Legal Counsel:

Legal Counsel Keough commended the Planning Commission for effectively conducting tonight's meeting. He highlighted the procedural efficiency and clear communication among Commissioners, which he believes make the decision-making process smooth and valuable.

The meeting adjourned to work session at 7:41 p.m.

WS1: A discussion on a General Plan Amendment to the Water Conservation goals. *Presenter: Felix Lleverino*

Planner Lleverino used the aid of a PowerPoint presentation to summarize a proposed General Plan Amendment to address Water Conservation goals. He led a discussion on updates to water conservation strategies, including collaboration with state water agencies, actions for optimizing water use in developments, incorporation of educational signage, incentives for efficient irrigation systems, and methods to support water entities in upgrading antiquated facilities. The amendments aim to enhance the sustainability of water resources in line with state and regional conservation objectives.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission

EXHIBIT B: PLANNING

COMMISSION STAFF REPORT



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision, located at approximately 1700 South, 4150 West, from the A-1 zone to the R1-15 zone.
Agenda Date: October 7, 2025
Applicant: Keith Ward
File Number: ZMA2025-05
Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23966>

Property Information

Approximate Address: 1700 South, 4150 West, Unincorporated West Weber
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North:	Anselmi Acres Subdivision	South:	Residential
East:	Residential	West:	Bristol Farms Subdivision

Staff Information

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

Applicable Ordinances

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

Legislative Decisions

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

Summary and Background

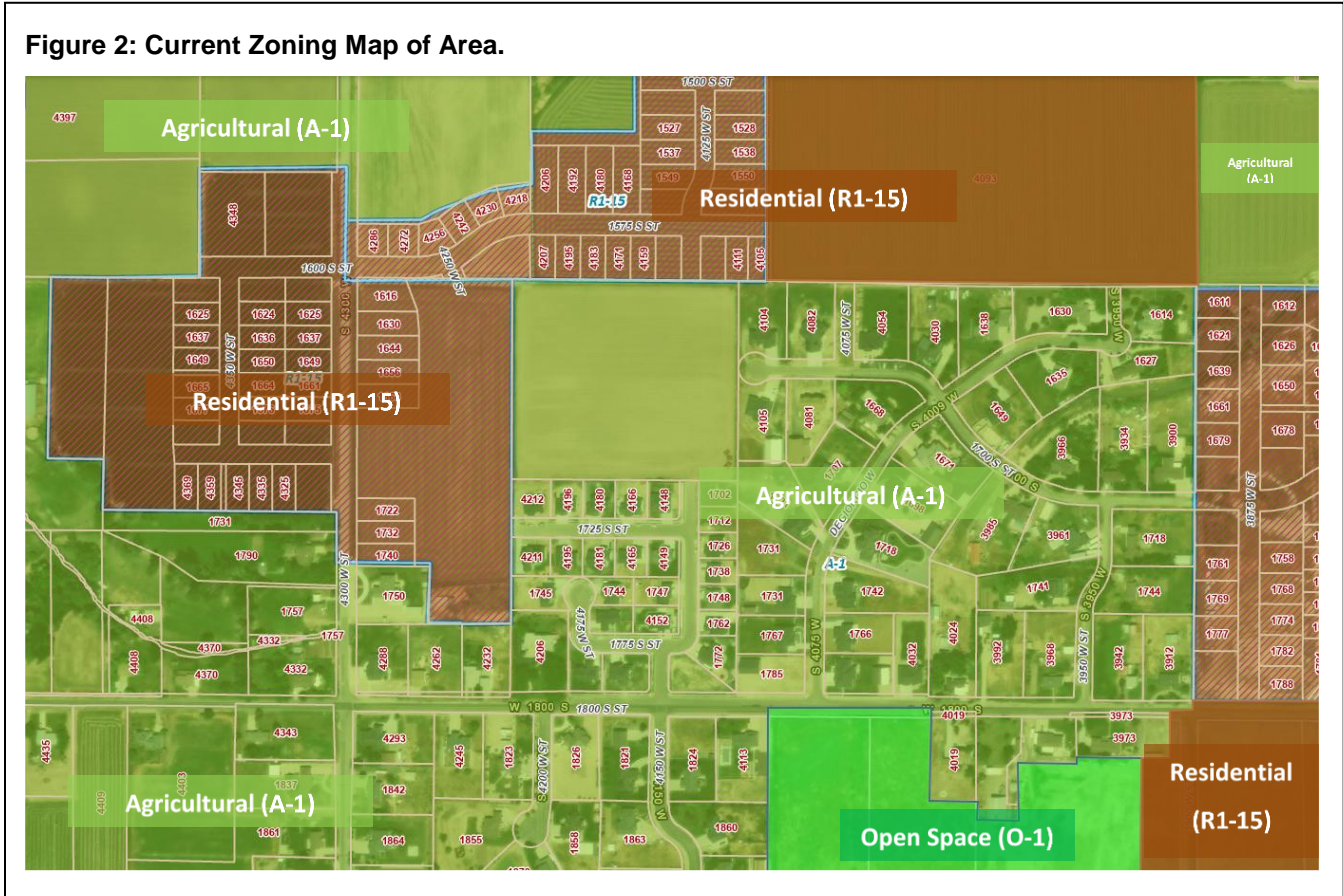
This report addresses a request for a **General Plan Amendment, Rezone, and Development Agreement** for the **Halcyon Estates Subdivision** in Western Weber County.

- **General Plan Amendment:** Changes the future land use designation of a 10-acre open space parcel from **Parks/Recreation** to **Medium-to-Large Sized Residential Lots**.
- **Rezone:** Changes zoning for the entire subdivision—including the 10-acre parcel and existing lots—from **Agricultural (A-1)** to **Residential (R1-15)**. This aligns zoning with existing lot sizes and prevents nonconformities if the 10-acre parcel is developed.
- **Development Agreement:** Applies only to the 10-acre parcel to guide development in line with R1-15 standards and county policies.

Key Considerations:

This report is regarding a general plan amendment, rezone, and development agreement for the Halcyon Estates Subdivision. The proposed general plan amendment is intended to change the future land use designation of Halcyon Estates' current 10-acre open space parcel from parks/recreation to Medium-to-Large Sized Residential Lots. The rezone is to change the zone for the lots and current open space of the Halcyon Estates subdivision from agricultural (A-1) to residential (R1-15), and the development agreement is intended to apply only to the 10-acre current open space parcel to guide future development under the R1-15 zone.

Figure 2: Current Zoning Map of Area.



Existing Halcyon Estates Lots. The existing lots in the Halcyon Estates development were platted as part of a PRUD development in which lot sizes approved were significantly smaller than that required by the zone in exchange for agricultural open space. If not including the open space area, the current lots are more in compliance with the R1-15 zone than they are the A-1 zone. Thus, a rezone of the existing lots from A-1 to R1-15 should benefit those existing lot owners.

Figure 1 shows the existing subdivision configuration. The applicant desires to rezone the 10-acre area labeled “development agreement area.” The Halcyon Estates Subdivision was platted in part as a lot-averaged subdivision and in other part as a PRUD, each allowing smaller lots in exchange for larger lots and/or open space. Consequently, the majority of the lots therein are smaller than the minimum allowed by the A-1 zone. **Figure 2** illustrates the current zone map for the immediate area.

If the subject 10-acre open space parcel is allowed to be rezoned and developed under the R1-15 zone as proposed by the applicant, its conversion from open space to developed lots will make each of the other lots nonconforming in the A-1 zone. To avoid this, Staff is further recommending should the applicant’s request be deemed favorable that the county rezone all of the lots within Halcyon Estates Subdivision to the R1-15 zone. **Figure 3** illustrates how that would appear on the area’s zone map. The existing lots appear to be consistent with the minimum development standards of the R1-15 zone. If there are any lawfully permitted uses already established in the A-1 zone that are not allowed in the R1-15 zone, then those rights will be grandfathered and run with the specific property.

- Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general 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 extent to which the proposed amendment may adversely affect adjacent property.
- 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.
- Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.
- 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 this criteria.

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

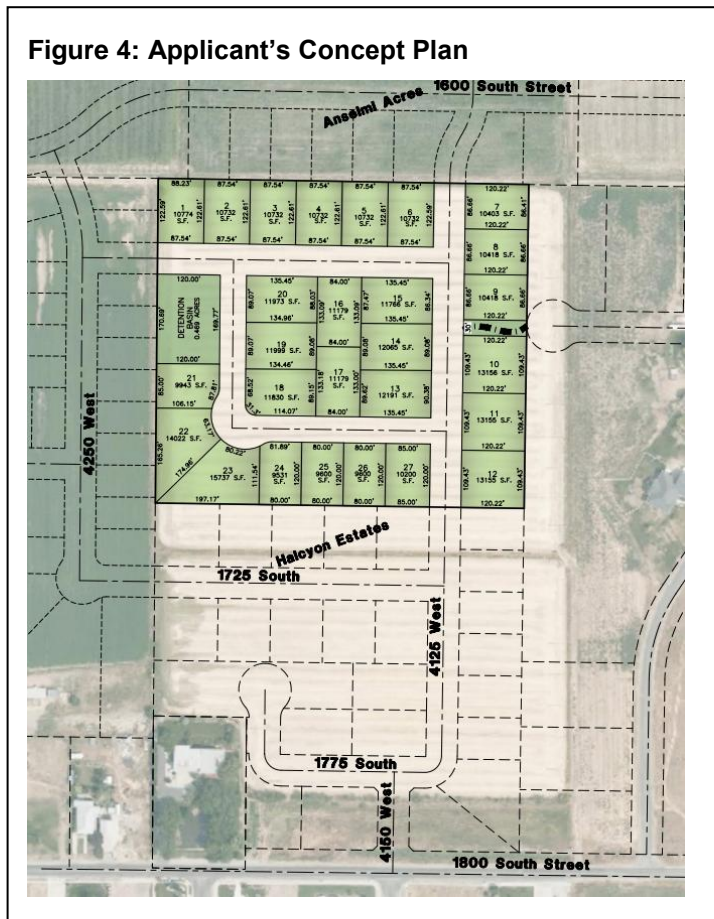
As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcome, any desired deviation 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."*²

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

The applicant's request is coupled with an application to amend the general plan. The plan amendment is isolated to an update to the maps for the area. **Figure 5** illustrates the future land use



² Western Weber General Plan (p. 21)

map as it is presented in the current general plan, with the subject property outlined in black. The subject 10-acres is designated on the future land use map for park/recreation open space. To honor the plan and grant the rezone, the map should be updated to redesignate the property to the medium-to-large residential lots.

Figure 5: General Plan's Future Land Use Map

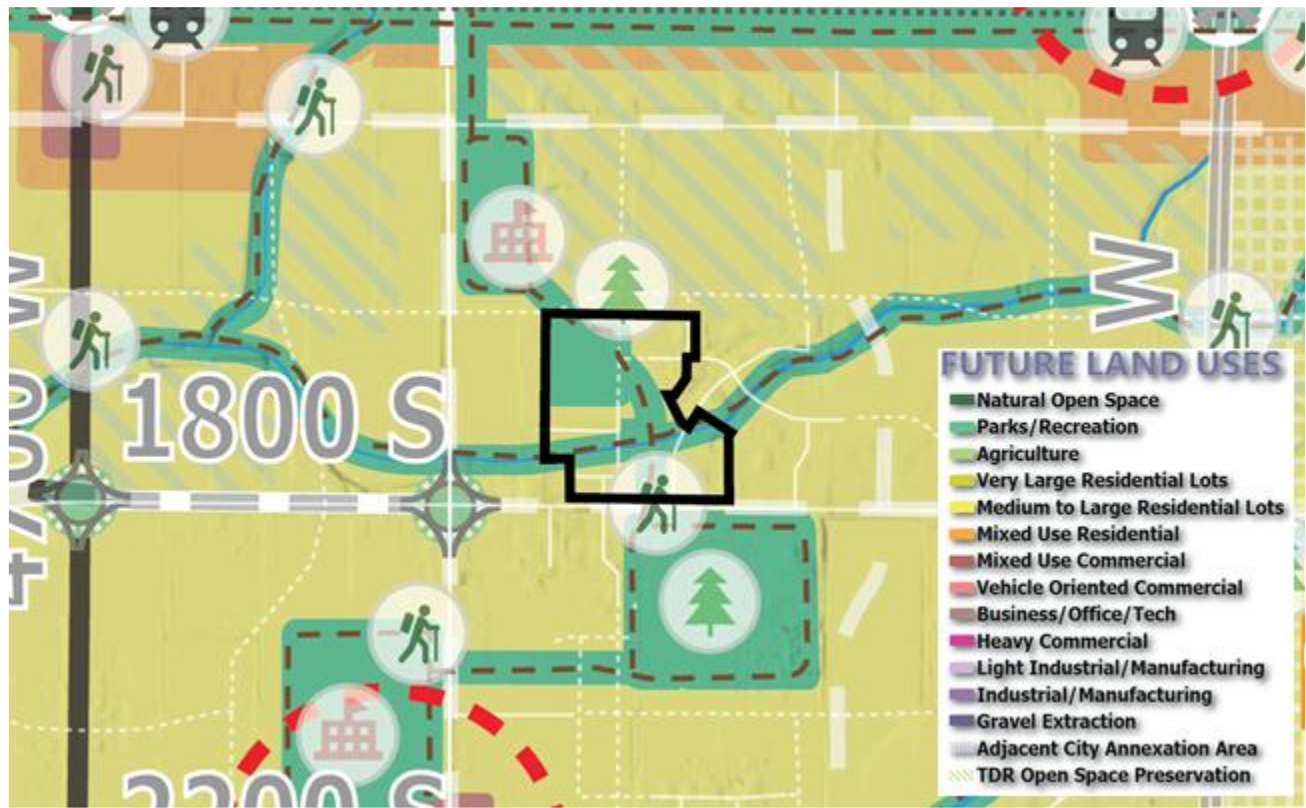


Figure 6: Proposed General Plan's Future Land Use Map

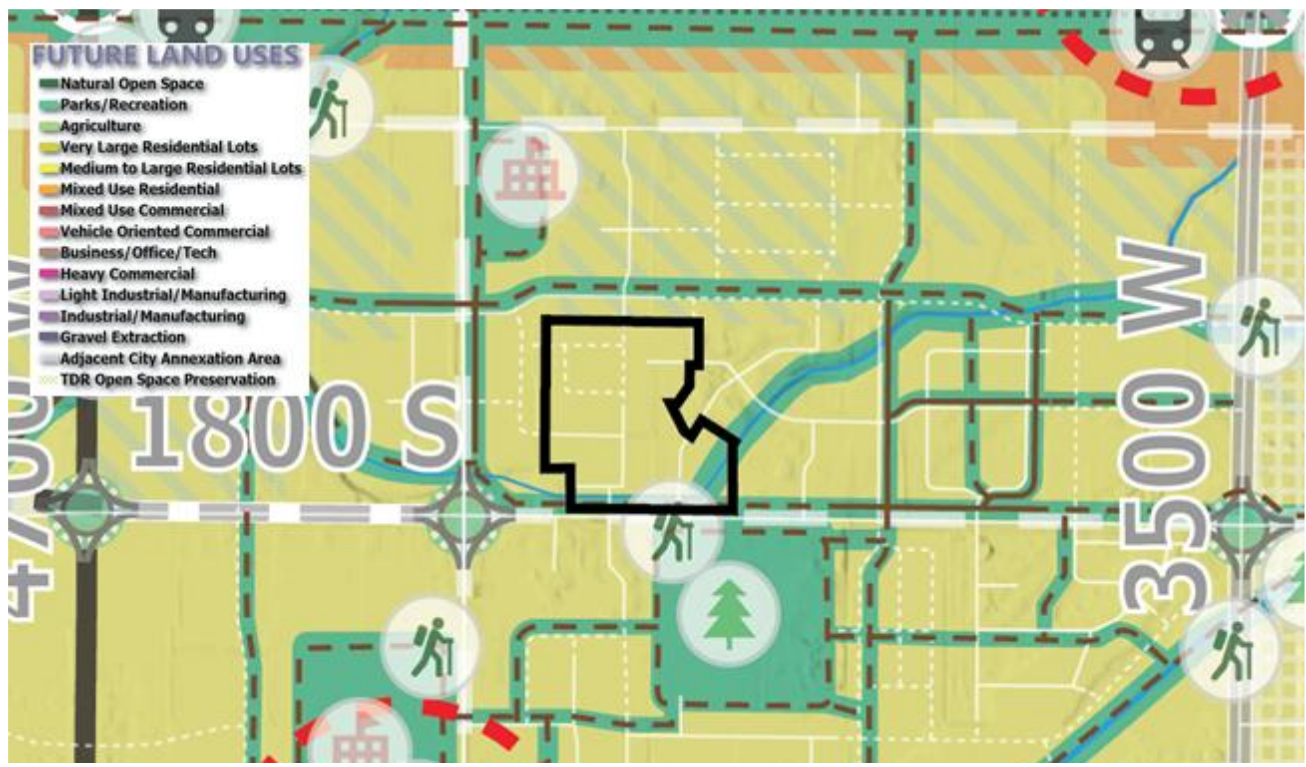


Figure 6 illustrates how the map could be changed to enable this request. It also has been updated by staff to illustrate new streets, newly planned streets, and new pathways in the vicinity.

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. A staff analysis regarding how they may relate to this potential project follows each bullet point (*in italics*). Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide optimal community benefits.

- Provision for a wide variety of housing options.
 - *While this proposal is anticipated to be exclusively single-family residential, the flexible lot standards of the R1-15 zone and connectivity incentivized subdivision will help the developer create a wide variety of lot sizes. Smaller lots will be more affordable than the larger lots, which in turn will allow the developer to market to prospective single-family homeowners that are at different stages of life.*
- Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.
 - *The applicant has not proposed any moderate income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, as small as 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing within the development, the requirement can be inserted into the proposed development agreement.*
- Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.
 - *The applicant's proposed concept plan (Figure 4) stubs a street to three of the four sides of the 10-acre parcel. Each stub connects to either an existing or previously approved street stub. On the fourth side, an earlier phase of Halcyon Estates subdivision did not plat a stub street to the property line. Instead it platted a cul-de-sac with the outer arc of the cul-de-sac right-of-way tangentially intersecting with the subject 10-acre property line. The applicant has asserted that acquiring the right-of-way to convert the cul-de-sac to the property as a street stub is not likely based on preliminary discussions he has had with those adjoining land owners. Instead, the applicant is proposing a 10-wide paved pedestrian pathway to connect to the cul-de-sac, run between two lots, and connect to the streets within the proposed development. The planning commission should consider whether this is an acceptable alternative to a street connection.*
 - *While the proposed concept offers reasonable connectivity given the developments approved on all four of its sides, exemplary connectivity might include a pathway connection between lots in the southwest corner of the development, connecting to the neighboring Bristol Farms development. If required, this pathway would run between future lots (currently unplatted) in Bristol Farms. If the planning commission requires it, this connection would need to be acquired by the applicant from the Bristol Farms developer. This retrofitting is similar to requirements applied to Winston Park and Taylor Landing rezoness.*
- Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.

- *As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs or dead-end streets within the 10-acre proposal.*
- Large and meaningful open space areas with improved parks, recreation, etc.
 - *There is little room on the 10-acre property to both develop a neighborhood and create meaningful recreational open space areas. Instead, the applicant has volunteered \$7,500 (2024 value) per lot. The applicant's contribution applies not only for the 30-ish lots that can be created on the 10-acre piece, but also to the 39 lots previously platted in other phases of the Halcyon project.*
- Homes that have higher efficiency ratings than required by local building codes.
 - *The county commission has acknowledged support for enhanced air-quality measures, as explained in the general plan. However, so far they have not been inclined to impose any specific measure to single-family residences that is above and beyond existing codes.*
- 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. Rooftop solar panels, as well as power storage capabilities such as a solar-charged battery is specifically discussed in the general plan. The county commission supports finding innovative ways to encourage homeowners to generate their own power, but given the cost, complications, and ever-evolving technology, they have not been inclined to require it yet.*
- Provisions that create attractive communities for the long term and that create a distinctive sense of place.
 - *This project will blend well with the previously approved developments surrounding it.*
- Use of transferable development rights from agricultural lands identified for protection.
 - *The property is not located on land that is currently covered by an agricultural protection area or easement.*

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

The proposal is effectively the same type of development that exists or has been approved on all four sides of the 10-acre property.

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

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

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

If rezoned, the development is likely change the view and sense of openness of neighboring property owners. Otherwise the development offers no greater impact to the community than those developments that surround it. Impacts for larger system improvements, like streets and stormwater facilities, will be compensated by the collection of impact fees for each new home in the development.

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

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

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

Roadways/Traffic.

Figure 6 shows the existing and planned streets for the area. If approved, the project will provide the previously planned street connections to surrounding developments as well as at least one pathway connection.

With any increased development, there will be an uptick in traffic demand on the area's collector streets. As aforementioned, the county collects impact fees to help offset this impact. Segments of the streets that provide primary access to the property from the greater area have been improved to accommodate this traffic as a result of development on the adjacent property, with ample lane width, shoulder area, curb, gutter, and sidewalks. Other segments of the same streets are still in the form of a rural street and lack sufficient width, and drainage and active transportation facilities. Improvements are either being made or will be made in the near future to certain of those segments on 1400 South and 1800 South. Those improvements are intended to help keep consistent levels of service.

Police and Fire Protection

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

Stormwater Drainage Systems

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

Water Supply

The project is within the Taylor-West Weber Water District. The developer will be required to install water infrastructure as per their requirements at the time the subdivision is constructed.

Wastewater

The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District.

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.

There are no known natural or ecological resources on the subject 10 acres. It has been historically used for farming.

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

This topic is addressed earlier in this report.

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:

Example findings:

1. *Feel free to use staff's findings if relevant.*
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 #ZMA2025-05, an application to rezone the Halcyon Estates Subdivision, located at approximately 1700 South, 4150 West, from the A-1 zone to the R1-15 zone. **I do so with the following findings:**

Examples findings for denial:

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____ add any other desired findings here _____].*

Exhibits

Exhibit A: Application.

Exhibit B: County's Template Development Agreement.

General Plan Amendment Narrative: Halcyon Estates

A Proposal for Community Enhancement and Responsible Growth in Weber County

Date: May 22, 2025

To: Members of the Weber County Planning Commission and Planning Staff

From: Keith Ward, Wakeless Holdings, LLC

Subject: Request for General Plan Amendment for Halcyon Estates Open Space – Fostering Community Benefits and Aligning with County Vision

Dear Planning Commission Members,

We appreciate this opportunity to present a thoughtful proposal for a General Plan Amendment concerning a 10-acre parcel currently designated as open space within the Halcyon Estates development in Taylor. Our proposal seeks to rezone this land from its current agricultural designation to RE-15, allowing for the development of residential lots. We are confident that this amendment represents a significant betterment for Weber County and its residents, transforming an underutilized parcel into a vibrant extension of the community while providing tangible benefits that align with the County's strategic goals.

From Vision to Adaptation: A Brief History

Our journey with Halcyon Estates began with a vision for a unique private lake community. However, unforeseen geotechnical challenges, identified through thorough due diligence by GeoStrata Engineering, rendered the original lake concept unfeasible due to high associated risks.

In response, we proactively collaborated with Weber County Planning staff to adapt our approach. This led to the successful development of Halcyon Estates under the Planned Residential Unit Development (PRUD) ordinances, a testament to our commitment to responsible development and partnership with the County. During the PRUD approval process and the concurrent development of the new General Plan, it was indicated by planning staff that the designated open space could be considered for future residential zoning.

Community Engagement: Listening and Responding

We believe that responsible development includes engaging with the existing community. To this end, we have actively solicited input from current Halcyon Estates residents regarding the future of this open space. This engagement included:

- **Direct Outreach:** Door-to-door conversations conducted on two separate weekends.
- **Community Forum:** A virtual meeting held via Zoom to discuss various aspects, including park strip trees and potential future development.

While, as anticipated, a range of opinions exists, we have received written support from residents who see the potential for positive growth (documentation attached). We are committed to continuing this dialogue and addressing community feedback.

Proposed Betterment: A Strategic Enhancement for Weber County

Our request to amend the General Plan and rezone the 10-acre open space parcel for RE-15 residential development is rooted in a desire to create substantial public and County-wide benefits:

1. **Increased Housing Opportunities & Tax Base:** Developing this parcel into residential lots will help address the ongoing demand for quality housing in Weber County. This, in turn, will **expand the property tax base**, providing additional revenue to support essential county services, infrastructure, and schools, benefiting all taxpayers. Leaving the land as a 10-acre agricultural parcel offers minimal tax revenue in comparison.
2. **Significant Contribution to Parks and Trails – A Legacy for Western Weber County:** Recognizing the importance of recreational amenities, and in alignment with the County General Plan's vision for parks and trails in western Weber County, we propose a significant financial contribution:
 - **\$7,500 per new lot developed** in the rezoned area will be donated to the Weber County Parks Department. This funding is to support the development and enhancement of regional parks and trail systems, directly benefiting the broader community.
 - Furthermore, we will contribute **\$7,500 for each of the existing 24 lots** in Halcyon Estates, demonstrating our long-term commitment to the County's general plan and vision.
3. **Resolving the Tree Issue:** In collaboration with the Weber County Parks Department and to address the Planning Commission's interest in increasing the tree canopy within the existing Halcyon Estates, we will organize and support a "Community Plant a Tree Day." This initiative will beautify the neighborhood and contribute to a healthier environment.
4. **Efficient Land Use:** Developing this parcel, which is already situated within an established residential area and contiguous with existing infrastructure, represents efficient and logical land use. It avoids the challenges often associated with developing isolated agricultural lands and leverages existing services.

Conclusion: A Partnership for a Thriving Weber County

We believe this proposal offers a compelling case for amending the General Plan and rezoning the 10 acres. Weber County stands to gain new, quality homes, a significantly increased tax base, substantial funding for vital regional parks and trails, and an enhanced local environment through community tree planting.

This is more than just a request for rezoning; it is an opportunity to transform an underutilized open space into a valuable community asset that better serves the tax-paying public and aligns with Weber County's vision for responsible growth and enhanced quality of life.

We thank you for your time and thoughtful consideration. We are eager to discuss this proposal further and answer any questions you may have.

Sincerely,

Keith Ward

Exhibit B – County’s Template Development Agreement

(Next Page)

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

[Master Developer Name]

Commented [A1]:

Note to staff:

After editing this document for a specific development, run a compare (Review>Compare) with this template to verify edits do not accidentally omit items or change references.

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Make sure the section titles in the doc use the "Heading 1" format: Home>Styles

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DEVELOPMENT AGREEMENT

Development Name

Commented [A3]: Variable

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and [Master Developer Name] ("Master Developer"), known together herein as the "Parties."

Commented [A4]: Variable

RECITALS

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

Commented [A5]: Variable

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

Commented [A6]: Variable

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

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

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

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

WHEREAS, Prior to the execution of this Agreement, the Property's zone is/was [Prior Zone] and Master Developer desires to rezone the Property to the [Proposed Zone] zone consistent with the terms and provisions contained herein;

Commented [A7]: Variable

Commented [A8]: Variable

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

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

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

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

The foregoing Recitals and Exhibits A-[X] are hereby incorporated into this Agreement.

Commented [A9]: Variable.

2. Effective Date, Expiration, Termination.

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

- 2.1.1. The last date upon which it is signed by any of the Parties hereto;
- 2.1.2. The recordation of this Agreement; or
- 2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. Expiration and Zone Reversion.

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

- 2.2.1.1. the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and
- 2.2.1.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. [The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly]. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.
- 2.2.1.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

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

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

2.2.3.1. Reserved.

Commented [CE10]: Ensure the rezone ordinance template addresses this.

Commented [A11]: Variable

Commented [A12]:
Variable. Insert project-specific details.

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

2.2.3.2. **Reserved.**

Commented [A13]: Reserving for future use. I.E. recurring renewals, etc.

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

- 2.3.1. The term of this Agreement expires and is not extended as provided above;
- 2.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code **Chapter 108-12**.
- 2.3.3. The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 13** of this Agreement; or
- 2.3.4. The provisions of **Section 5.4** of this agreement take effect.

3. **Definitions and Interpretation.**

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

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

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

- 3.13. **Default** means a material breach of this Agreement.
- 3.14. **Design Review** means the County's design review process, as specified in the Code.
- 3.15. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.16. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.17. **Effective Date**. "Effective Date" has the meaning set forth in **Section 2** of this Agreement.
- 3.18. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.19. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.20. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.21. **Master Developer** means *[name of Master Developer]* or its Assignees as provided in **Section 11.4** of this Agreement.
- 3.22. **Modification Application** means an application to amend this Agreement.
- 3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.25. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 3.26. **Owner** means *the same as Master Developer.*
- 3.27. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.28. **Parties** means the Master Developer and the County, including their Successors.
- 3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with **Exhibit E – Street**

Commented [A14]: Variable.

Commented [A15]: Variable. If owner is different, consider the following text or similar:

Owner means the owner of the Property as of the Effective Date of this Agreement. If different than Master Developer, the owner's execution of this Agreement constitutes the owner's agreement to be held jointly responsible for Master Developer's responsibilities pursuant to this Agreement, and any reference to Master Developer is also a reference to the owner.

Commented [A16R15]: (Courtlan) I don't see "Owner" (capitalized) used anywhere but the signature block. Is that right? If so, then this definition could just be omitted and replaced with "Reserved" if the Master Developer is the Owner, right?

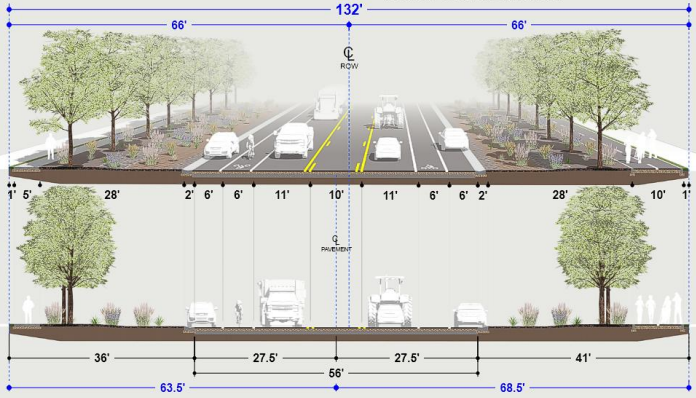
Cross

Sections

or

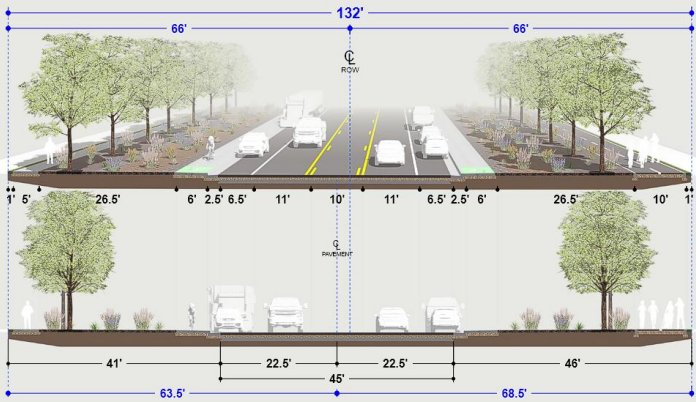
MINOR ARTERIAL 3P
VEHICLE LANES: 3
INTENDED SPEED: 25-35 MPH
SHOULDER: BIKE LANE, ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
LOWER EXPECTED VEHICLE SPEED AND VOLUME. NARROWER LANES TO PROMOTE SLOWER SPEEDS. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



MINOR ARTERIAL 3PC
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK

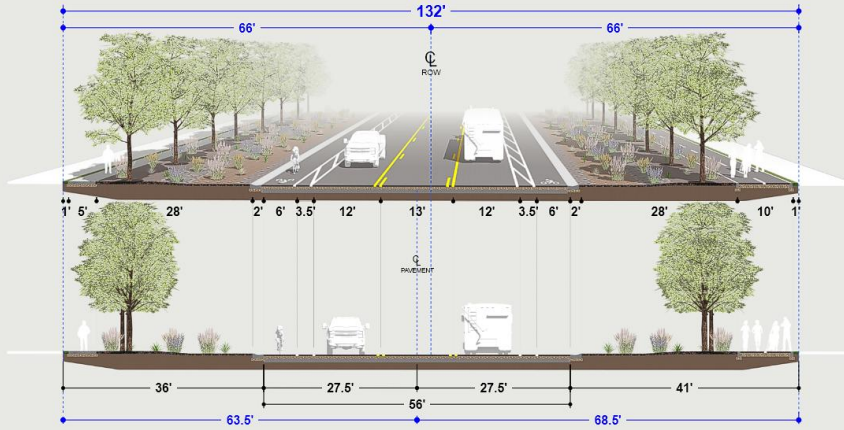
CONTEXT: EDGES OF POPULATION CENTERS.
MODERATE EXPECTED VEHICLE SPEED. LOWER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



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

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

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

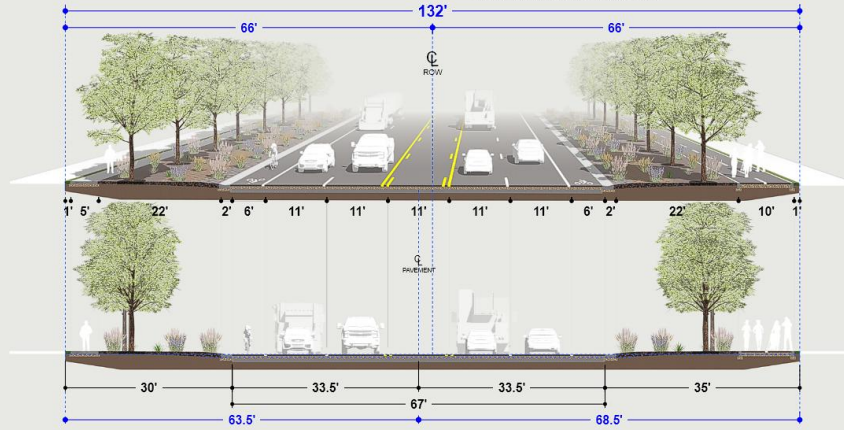


3.30.

MINOR ARTERIAL 5
 VEHICLE LANES: 5
 INTENDED SPEED: 25-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS. SLOWER VEHICLE SPEEDS, HIGHER VOLUME. DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 3PC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

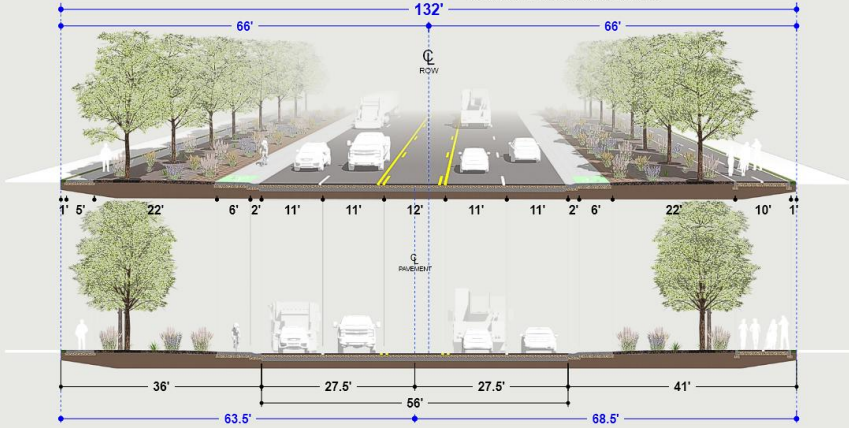
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



3.31.

MINOR ARTERIAL 5C
 VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

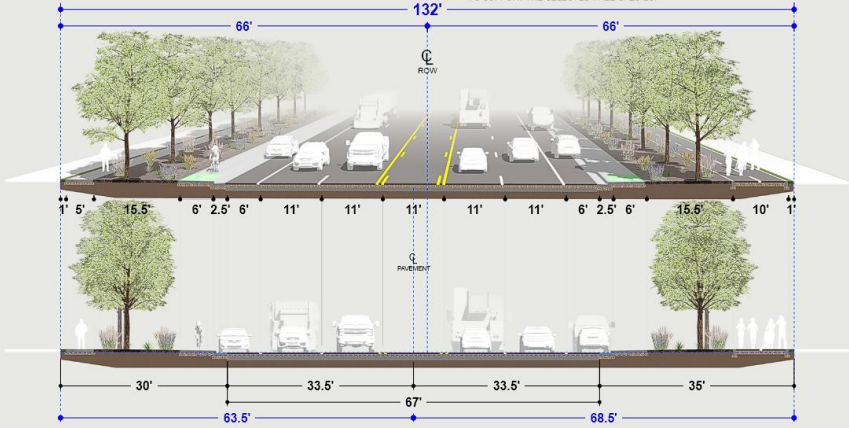
CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



3.32.

MINOR ARTERIAL 5PC
 VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.

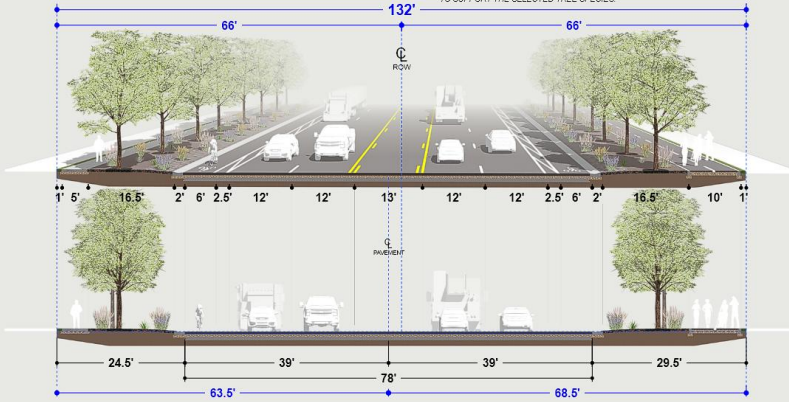


3.33.

MINOR ARTERIAL 5HS

VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5HSPC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.

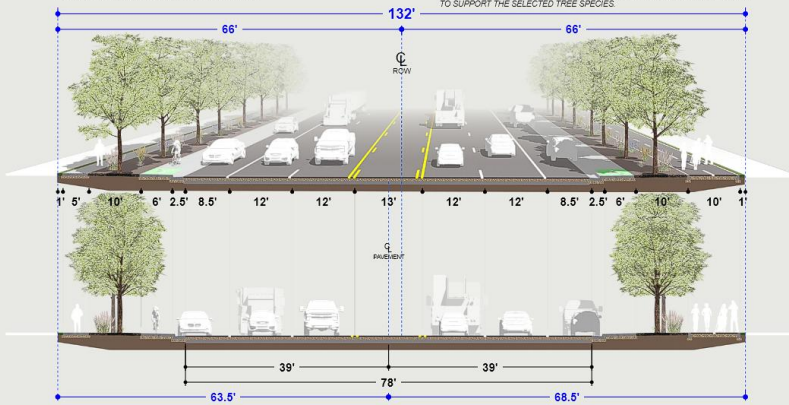


3.34.

MINOR ARTERIAL 5HSPC

VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



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

- 3.35. Exhibit F – Non-Street-Adjacent Pathway Cross Section of this Agreement and any other requirements of the County Engineer.
- 3.36. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.37. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.38. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.39. **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.
- 3.40. **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**.
- 3.41. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.42. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.43. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.
- 3.44. **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.
- 3.45. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.
- 3.46. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.47. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.48. **Subdivision Application** means the application to create a Subdivision.
- 3.49. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

Commented [CE17]: Add "community forestry and public spaces tax" in this agreement and check it against these provisions

4. Conflicting Provisions

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

5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the R1-15 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

Commented [CE18]: Variable

5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

5.3.1. **County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by **Section 5.5** of this agreement.

5.3.2. **Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.

5.3.3. **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.

5.3.4. **Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

5.3.5. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and

charged uniformly by the County to all properties, applications, persons and entities similarly situated;

5.3.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and

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

5.4. Future Laws. The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

5.5. Reserved Legislative Powers. Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the Vested Rights of Master Developer based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the Vested Rights doctrine in the State of Utah as codified in Utah Code §17-27a-508, and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the Vested Rights doctrine.

6. Project Description.

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

- Commented [A19]:** Variable.
- Commented [A20]:** Variable. Enter new zone.
- Commented [A21]:** Variable. Explain what is unique about this development in relation to others.

7. Project Location and Illustration.

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

8. Development Standards.

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

8.1.1. [] total single-family dwelling units.

8.1.2. [] [project-specific] units.

8.1.3. [Additional project-specific details.]

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

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

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

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

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

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

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

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

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

8.4.2.1. **Reserved.**

8.4.2.2. **Reserved.**

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and

Commented [CE22]: Alternative:

Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including that in the O-1 zone, to be included in the density calculation.

Commented [A23]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A24]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A25]: Variable. Enter the other type(s) of residential units allowed in the development.

Commented [A26]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A27]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A28]: Variable. Insert project-specific details.

Commented [A29]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

8.5.1. **Reserved.**

Commented [A30]: Saving space for future use if needed.

8.5.2. **Project-Specific Street Improvements.** Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

Commented [A31]: Variable. Enter "reserved" for this section if not applicable.

8.5.2.1. **Reserved.**

Commented [A32]: Variable. Insert project-specific details.

8.5.2.2. **Reserved.**

8.5.3. **Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-foot wide.

[Example: _____ **Street. Master Developer shall escrow the total value to acquire and construct _____ Street to county standards and in a manner that connects this development to the existing portion of _____ Street to the West. This escrow shall be reevaluated and updated/replenished by the Master Developer annually to compensate for market fluctuations and inflation.]**

8.5.4. **Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.

Commented [A33]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

8.5.5. **Corridor Fencing along Collector or Arterial Streets.** Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.

8.5.5.1. **Corridor Fence Design.** Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of Corridor Fences is provided in **Exhibit G – Corridor Fence Design Examples.**

8.5.5.2. **Corridor Fence to Match Others in Area.** If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor Fences installed or previously approved along the same street corridor.

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

8.5.5.4. **Prohibited Corridor Fence Material.** A Corridor Fence shall not be made of vinyl.

8.5.5.5. **Corridor Fence Maintenance.** Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.

8.5.5.6. **Project-Specific Fence or Wall Requirements.**

Commented [A34]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

8.5.5.6.1. **Reserved.**

Commented [A35]: Variable. Insert project-specific details.

8.5.5.6.2. **Reserved.**

Commented [A36]: Variable. Insert project-specific details. Add as many sections below as may be needed.

8.5.6. **Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

8.5.6.1. **Tree Canopy.** Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will

converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

8.5.6.2. Tree Selection. At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

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

8.5.6.4. Certificate of Occupancy. No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting.

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

8.5.7.1. Master Developer Controlled:

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

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

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

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

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

8.5.7.2. County Controlled:

8.5.7.2.1. At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable

contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

- 8.5.7.2.2. Master Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.
- 8.5.7.2.3. If no appropriate and operating irrigation mechanism is provided, Master Developer agrees to compensate County for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup this cost from the adjoining lot owner if unable to recoup from Master Developer.
- 8.5.7.2.4. Master Developer shall provide each lot owner notice upon each lot sale of the tree installation program, including the owner's responsibility for long-term irrigation and tree maintenance pursuant to the Code.

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

- 8.5.8.1. **Other Landscaping.** Plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.
- 8.5.8.2. **Construction Drawings to Include Landscaping.** Each Development Application submitted shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
- 8.5.8.3. **Quality Control.** For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

8.5.9. **Offsite or Project-Specific Street Improvements.** Master Developer agrees to

Commented [A37]: Insert park strip landscaping reqs into street x sections and remove from here:

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

Commented [A38]: Variable. Enter "reserved" for this section if not applicable.

construct, or cause to be constructed, the following.

8.5.9.1. **Reserved.**

8.5.9.2. **Reserved.**

8.5.9.3. **Reserved.**

8.5.9.4. **Reserved.**

8.5.10. Secondary Egress.

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

8.5.10.2. **Project-Specific Egress Requirements.**

8.5.10.2.1. **Reserved.**

8.5.10.2.2. **Reserved.**

8.6. Non-Public Landscaping to be Water-Wise. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping measures as follows.

8.6.1. **Water-wise landscaping.** All lots within the development will implement water wise landscaping measures as follows:

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

8.6.1.2. **Reserved.**

8.6.2.

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

8.6.4. **Project-Specific Water-Wise Requirements.**

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

8.6.4.2. **Reserved.**

8.6.4.3. **Reserved.**

8.7. Utilities.

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

8.7.2. **Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master

Commented [A39]: Variable. Reserved for substandard street provisions.

8.5.7.1. Substandard Streets. *The Parties agree that _____ is a substandard street pursuant to the Code Section 108-7-19. As such, Master Developer agrees to comply with _____.*

Commented [A40]:
Use this if developer has offered a significant upsizing contribution such as extensive lengths of upsized streets that would not otherwise be generally expected to get the rezone.

8.5.7.2 Street Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing street facilities. For example, if an upsize to a street increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, (...)*

Commented [A41]: Variable. Insert project-specific details.

Example: _____ Street Right of Way Reimbursement. The Master Developer and County (...)

Commented [A42]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A43]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A44]: Variable. Insert project-specific details.

Commented [A45]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [CE46]: Alternative:

8.6.1 Water-wise landscaping. *Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping (...)*

Commented [A47]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A48]: Variable. Insert project-specific details.

Commented [A49]: Variable. Insert project-specific details. Add as many sections below as may be needed.

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. *[Insert language from note if county will not provide sewer service of any kind.]*

8.7.2.2. Sewer Collection Service from County. *[Insert language from note if county will provide sewer service of some kind.]*

8.7.2.3. Sewer Treatment. Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

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

8.7.2.2. Reserved. *[see note.]*

8.7.2.3. Reserved. *[see note.]*

8.7.2.4. Project-Specific Sanitary Sewer Requirements.

8.7.2.4.1. Reserved.

8.7.2.4.2. Reserved.

8.7.3. Culinary and Secondary Water. Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

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

Commented [A50]: Insert if true:

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

Commented [A51]: Sewer Collection Service from County. County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.

Commented [A52]: 8.7.2.5 Sewer Lift Station and Pressurized Collection Lines. Master Developer agrees to install, or cause to be installed, a sewer lift station on the property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main. The facilities shall be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise required by the County Engineer.

Commented [A53]:

Use this if developer has offered a significant upsizing contribution such as a regional lift station or extensive lengths of upsized pipes that would not otherwise be generally expected to get the rezone.

8.7.2.6 Sewer Upsize Compensation. County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing sewer facilities. For example, if an upsize to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

Commented [A54]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

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

8.7.4.2. Reserved. *[see note.]*

8.7.4.3. Project-Specific Stormwater Requirements.

8.7.4.3.1. Reserved.

8.7.4.3.2. Reserved.

8.7.5. Project-Specific Utility Requirements.

8.7.5.1. Reserved.

8.7.5.2. Reserved.

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

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

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

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

Commented [A55]: Use this if developer has offered a significant upsizing contribution such as a large community basin or extensive lengths of oversized piping. Etc.

8.7.4.2 Stormwater Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing stormwater facilities. For example, if an upsizing to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.*

Commented [A56]: Variable. Insert project-specific details.

Commented [A57]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A58]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A59]: Variable. Insert project-specific details.

Commented [A60]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A61]: Review with Parks

Commented [A62]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A63]: Variable. Update as needed.

Commented [A64]: Variable.

Commented [A65]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A66]: Variable.

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

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

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

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

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

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

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

8.8.2.6. Weber River Corridor Park. Unless specified otherwise herein, the width of the Weber River Corridor Park shall be no less than 300 feet from ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

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

8.8.2.8. Project-Specific Parks or Open Space Dedication.

8.8.2.8.1. Reserved.

8.8.2.8.2. Reserved.

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

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

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

Commented [A67]: Variable. Enter "reserved" for this section if not applicable.

Commented [A68]: Variable.

Commented [A69]: Variable. Enter "reserved" for this section if not applicable.

Commented [A70]: Variable. Insert project-specific details.

Commented [A71]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A72]: Variable. Enter "reserved" for this section and delete all subsections if all subsections are "reserved."

Commented [A73]: See park district's proposed amendments.

park area.

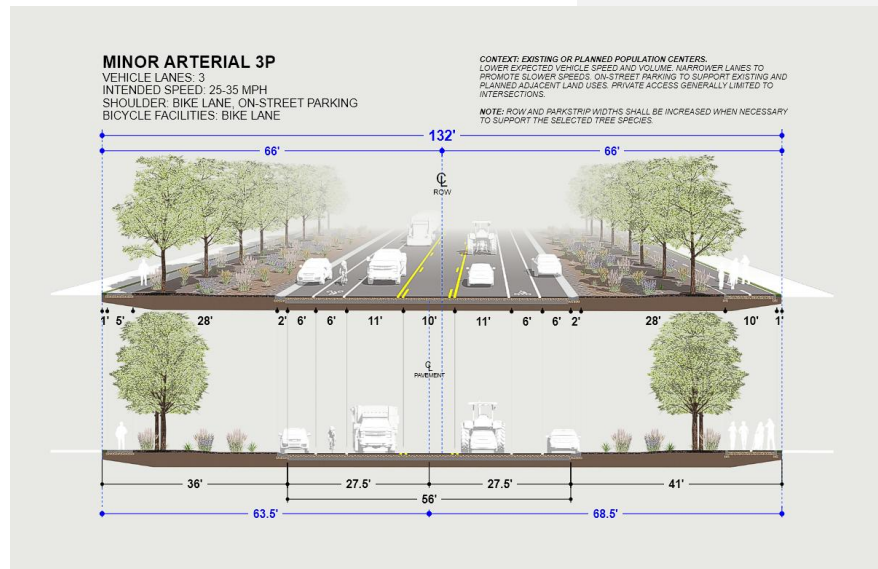
8.8.3.1.2. ADA Access. ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.

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

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

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

8.8.3.1.6. Park Perimeter Pathway. The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in

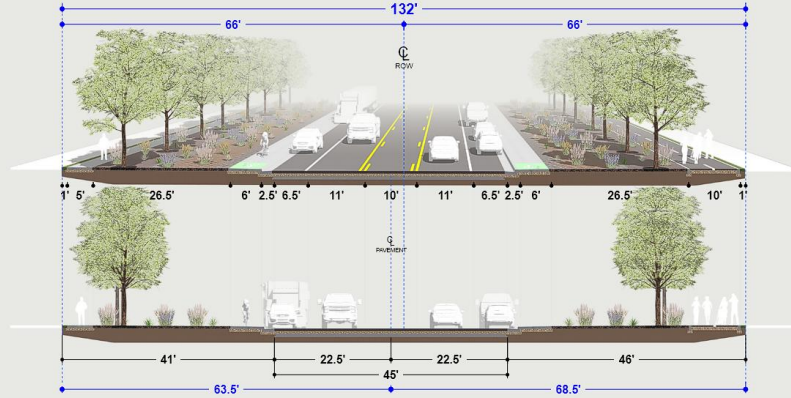


MINOR ARTERIAL 3PC

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

*CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED. LOWER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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

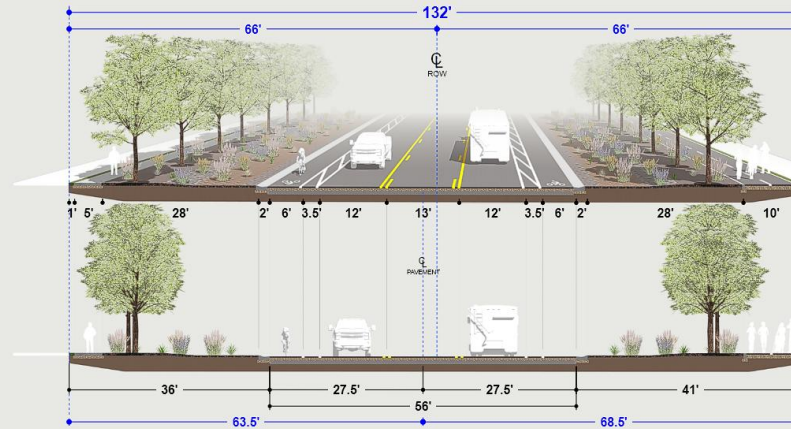


MINOR ARTERIAL 3HS

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

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

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



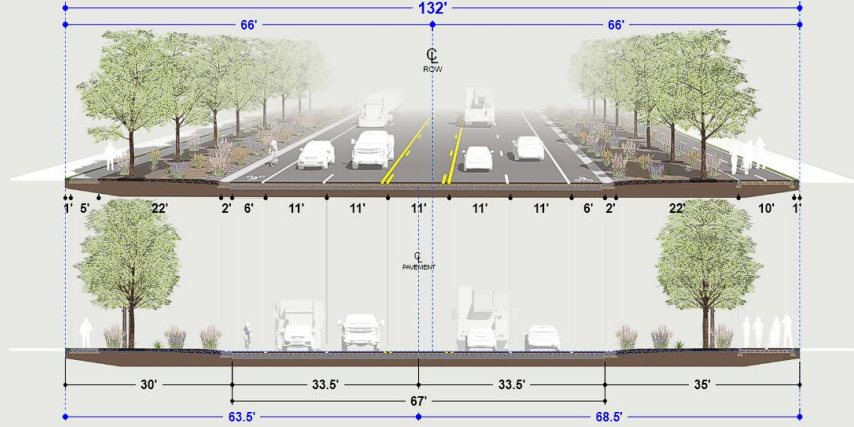
8.8.3.1.7.

MINOR ARTERIAL 5

VEHICLE LANES: 5
 INTENDED SPEED: 25-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

*CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
 SLOWER VEHICLE SPEEDS, HIGHER VOLUME DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5PC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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



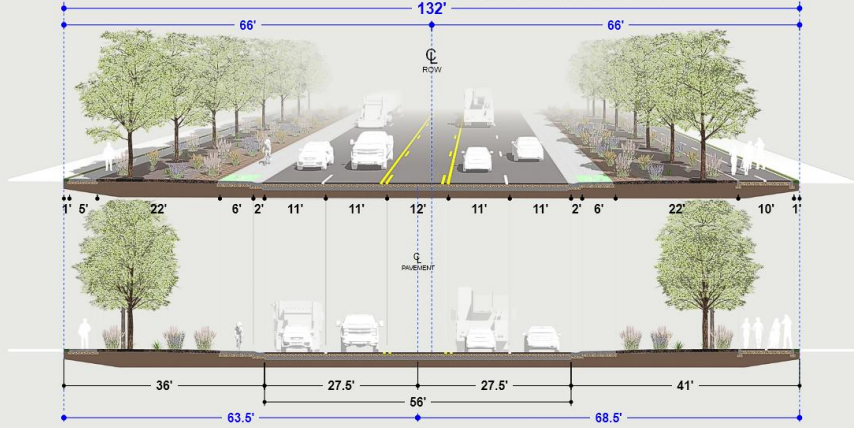
8.8.3.1.8.

MINOR ARTERIAL 5C

VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

*CONTEXT: EDGES OF POPULATION CENTERS
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME, CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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



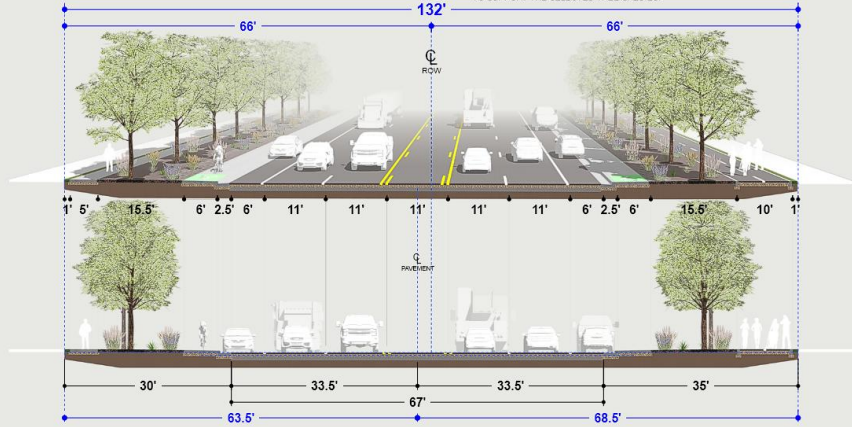
8.8.3.1.9.

MINOR ARTERIAL 5PC

VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



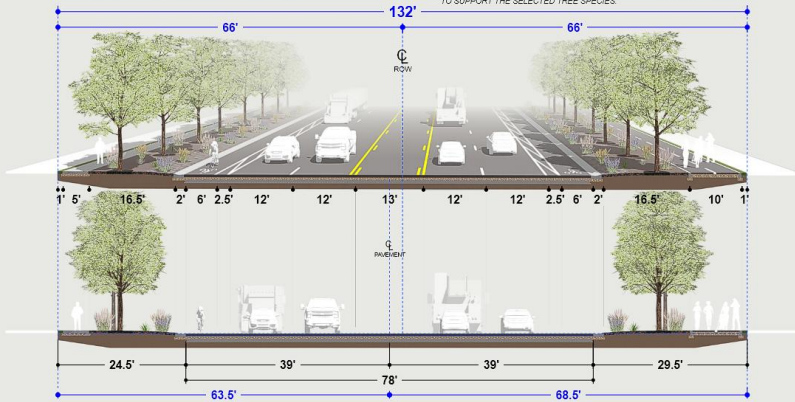
8.8.3.1.10.

MINOR ARTERIAL 5HS

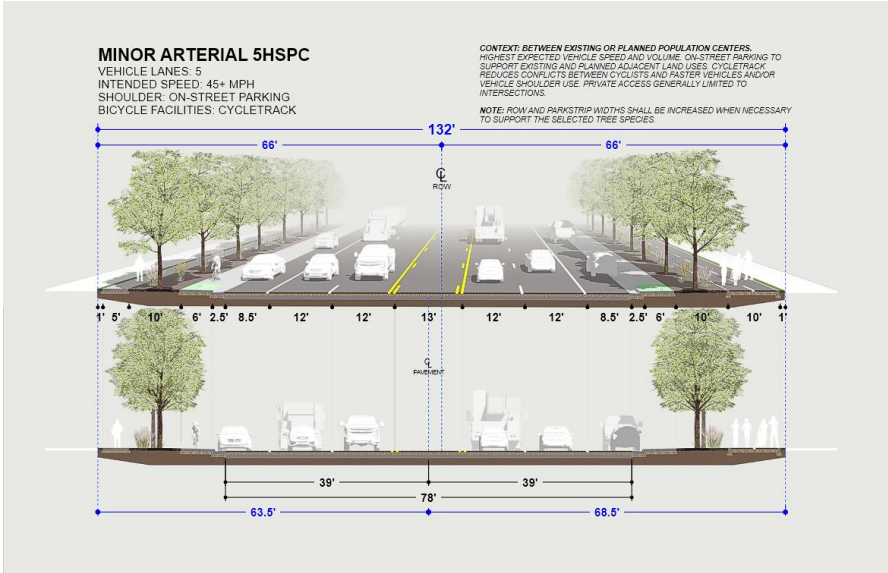
VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEEDS AND VOLUME. DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5HS/PC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



8.8.3.1.11.



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

8.8.3.1.12. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, Exhibit E – Street Cross Sections.

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

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

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

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

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

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

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

8.8.3.2.3. Other proposed landscaping and other Improvements.

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

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

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

8.8.3.5. Weber River Corridor and/or Other Natural Park Areas. The County reserves the right to waive any of the requirements in **Section 8.8.3.1** for a Public Park Open Space area that has a location or features that make it

desirable to preserve in a relatively natural state, as generally guided by the general plan.

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

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

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

8.8.3.5.4. Removal of Vegetation and Hydroseeding. At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with a native seed mix and erosion control methods shall be implemented in accordance with best practices.

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

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

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

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

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

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

Commented [A74]: Variable. Enter "reserved" for this section if not applicable.

Commented [A75]: Variable. Enter "reserved" for this section if not applicable.

Commented [A76]: Variable.

8.8.4. Project-Specific Public Park Open Space Improvements and Considerations. Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements and considerations.

8.8.4.1. **Reserved.** *[see note.]*

8.8.4.2. **Reserved.** *[see note.]*

8.8.4.3. **Reserved.**

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

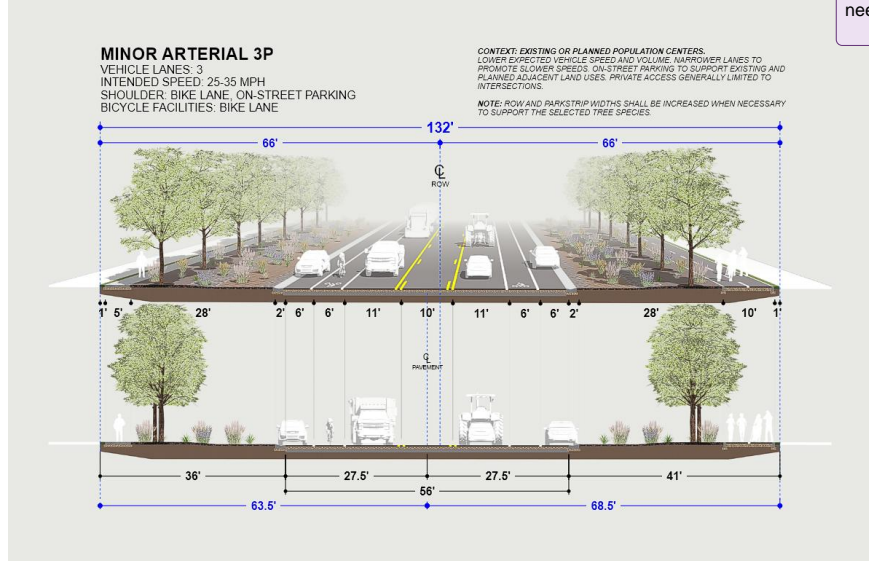
8.9.1. Pathway and Trailhead Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (**

Commented [CE77]: Variable. Use if "Park Dedication" is used above and if improvements are/will be required.
Enter "reserved" for this section if not applicable/being used.

Commented [A78]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:
8.8.4.1. Specific Improvements. *[Enter details here.]* Split into subsections if multiple specifics.

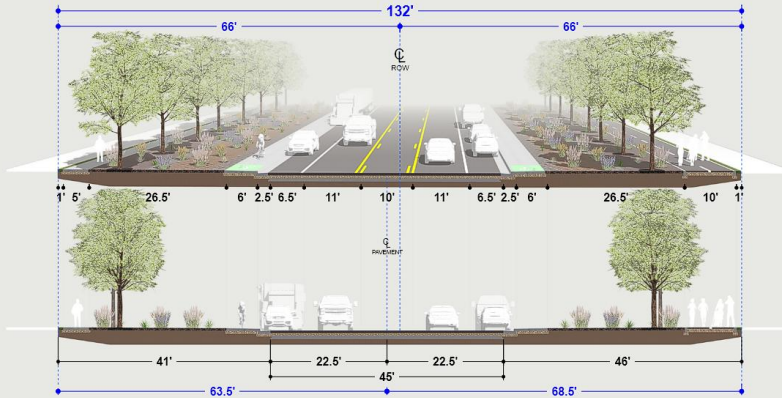
Commented [A79]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:
8.8.4.2. Phasing Alternative. *[Enter details here.]* Split into subsections if multiple subjects.

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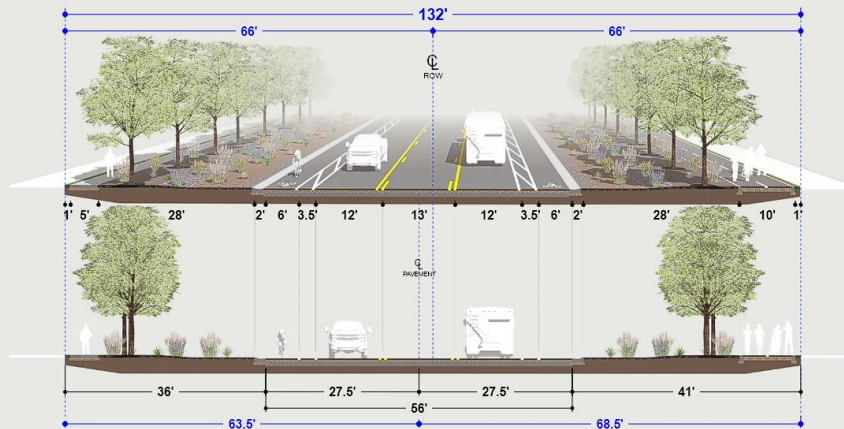
MINOR ARTERIAL 3PC
 VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, LOWER VOLUME, ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



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

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED, MODERATE VOLUME, CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC). PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
 NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



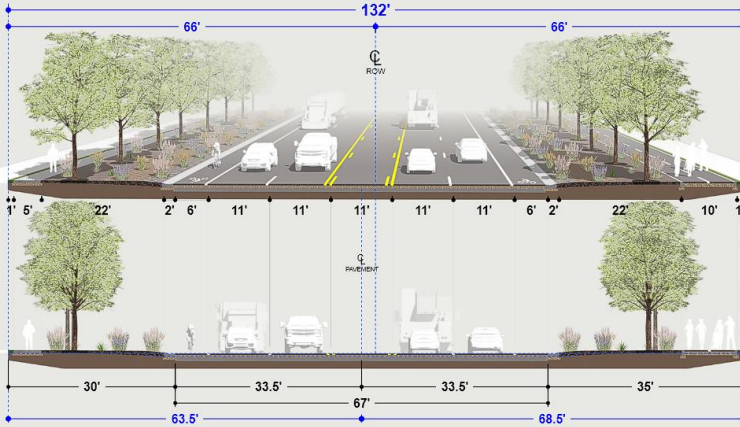
8.9.2.

MINOR ARTERIAL 5

VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
SLOWER VEHICLE SPEEDS, HIGHER VOLUME. DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5PC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



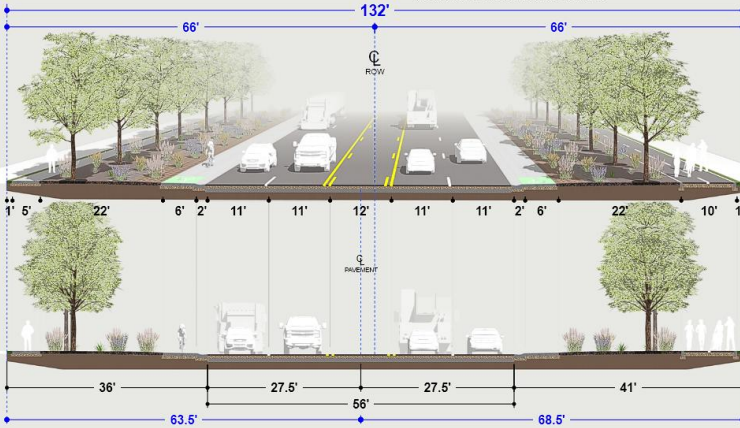
8.9.3.

MINOR ARTERIAL 5C

VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



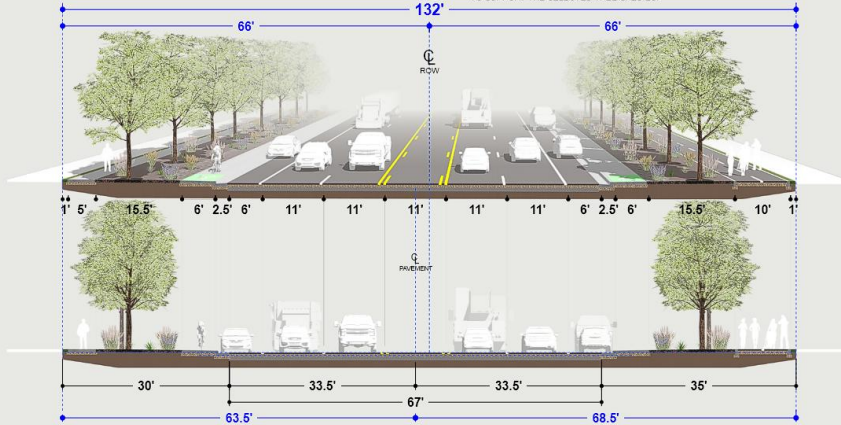
8.9.4.

MINOR ARTERIAL 5PC

VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

*CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED. HIGHER VOLUME ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.*

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



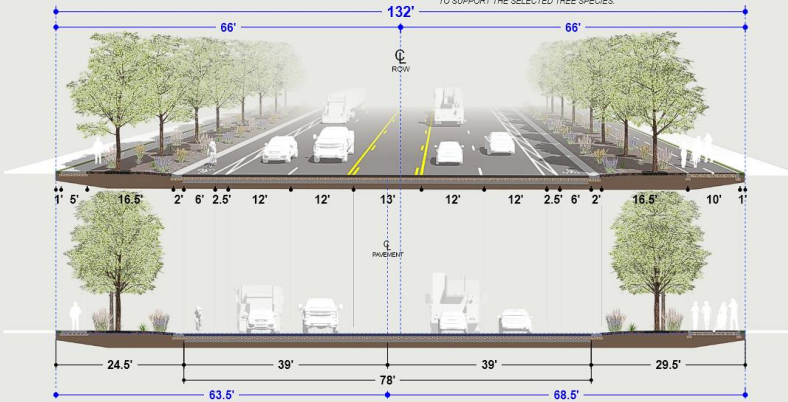
8.9.5.

MINOR ARTERIAL 5HS

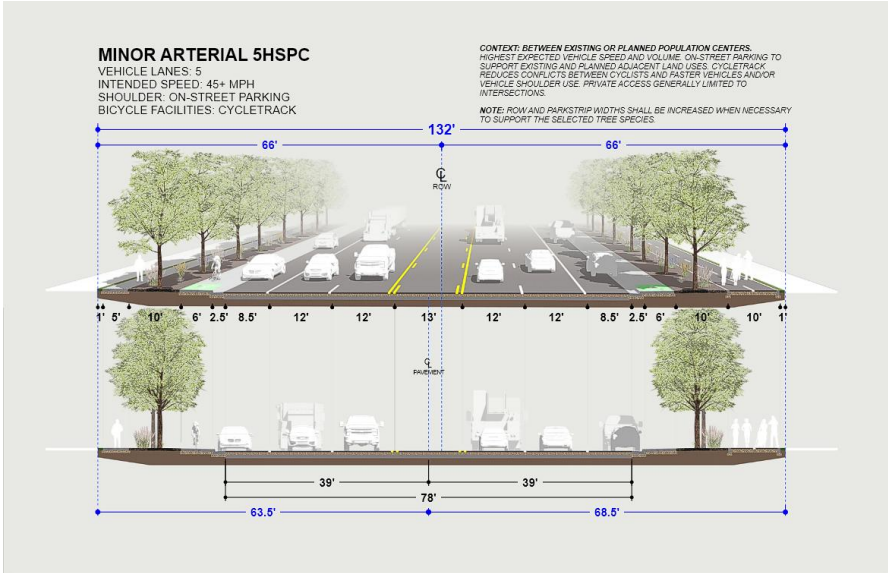
VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

*CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. DEMAND FOR ON-STREET
 PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER
 ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5HSPC. PRIVATE
 ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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



8.9.6.



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

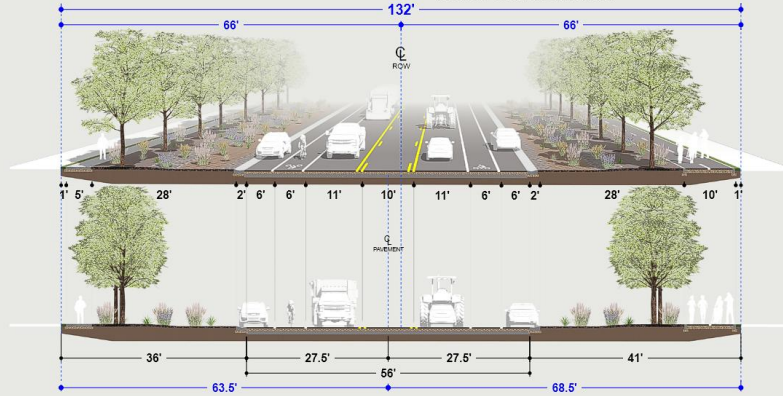
- 8.9.7. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, **Exhibit E – Street Cross Sections**). The minimum required trailhead dedication shall comply with **Exhibit I – Trailhead Conceptual Design and Improvements**. Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section 8.8.2** of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term “Park” being supplanted with the term “pathway” or “trailhead” as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.
- 8.9.8. **Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.
- 8.9.8.1. **Required Pathways.** Regardless of what is displayed in **Exhibit C – Concept Plan**, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.
- 8.9.8.2. **Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer’s responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.
- 8.9.8.3. **Non-Street Adjacent Pathway Landscaping.** For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner’s association. Refer to

MINOR ARTERIAL 3P

VEHICLE LANES: 3
 INTENDED SPEED: 25-35 MPH
 SHOULDER: BIKE LANE, ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

*CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 LOWER EXPECTED VEHICLE SPEED AND VOLUME. NARROWER LANES TO PROMOTE SLOWER SPEEDS. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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

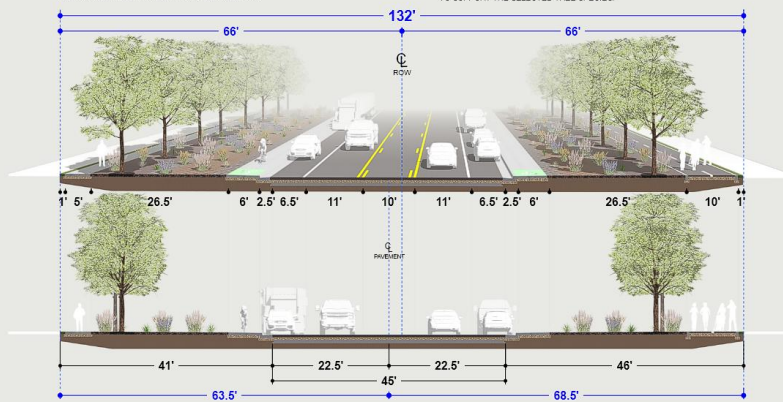


MINOR ARTERIAL 3PC

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

*CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, LOWER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.*

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

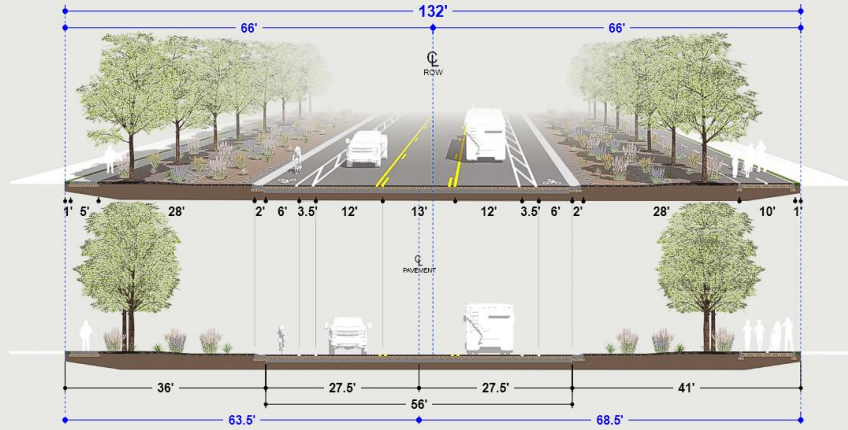


MINOR ARTERIAL 3HS

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

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

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



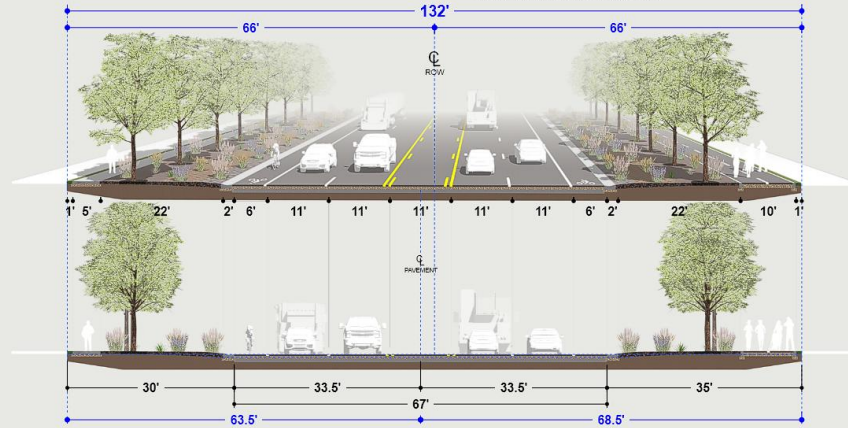
8.9.8.4.

MINOR ARTERIAL 5

VEHICLE LANES: 5
 INTENDED SPEED: 25-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
 SLOWER VEHICLE SPEEDS, HIGHER VOLUME. DEMAND FOR ON-STREET PARKING
 IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO
 PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 3HS. PRIVATE ACCESS
 GENERALLY LIMITED TO INTERSECTIONS.

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

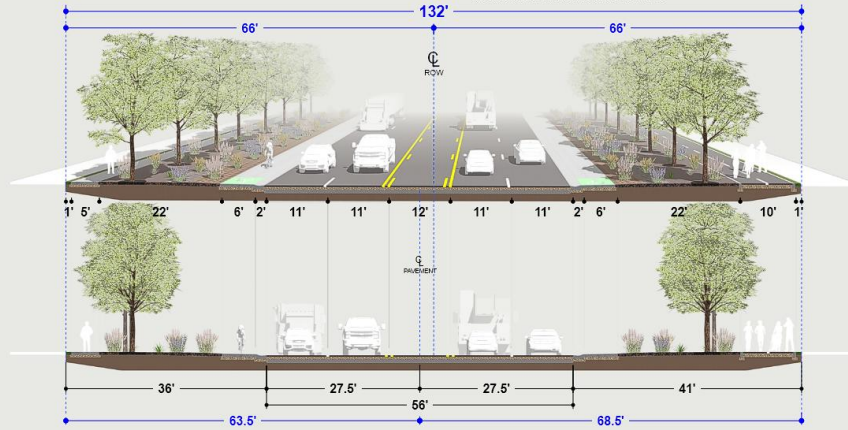


8.9.8.5.

MINOR ARTERIAL 5C
 VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS. MODERATE EXPECTED VEHICLE SPEED. HIGHER VOLUME. CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED. SUFFICIENT OFF-STREET PARKING EXISTS, ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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

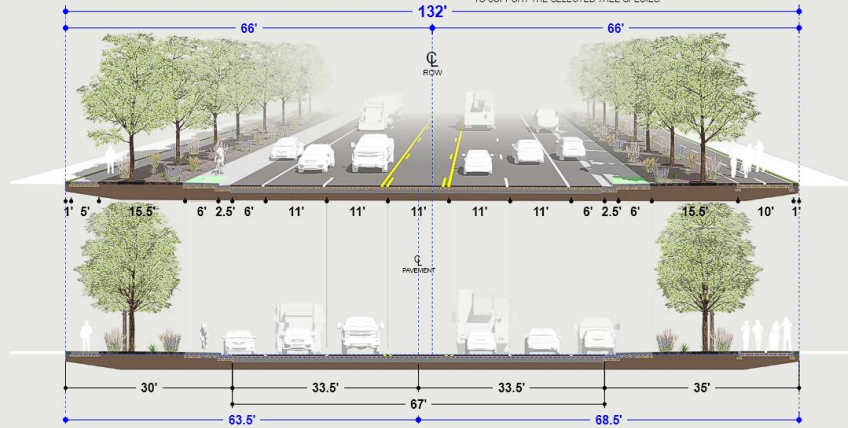


8.9.8.6.

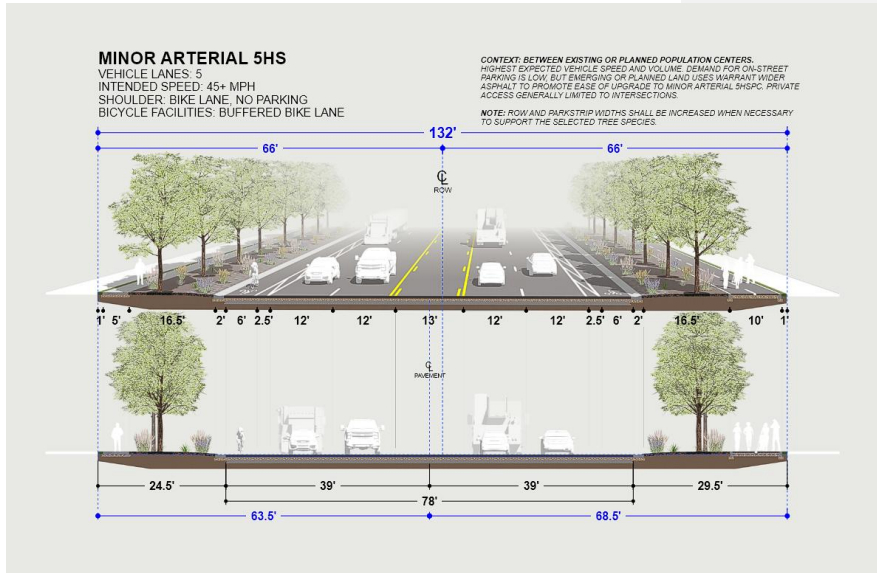
MINOR ARTERIAL 5PC
 VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS. MODERATE EXPECTED VEHICLE SPEED. HIGHER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

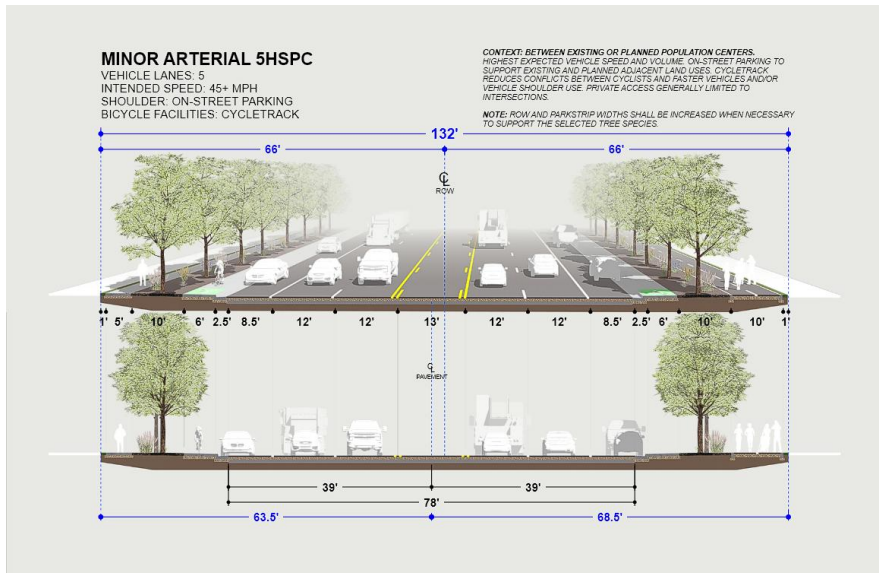
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



8.9.8.7.



8.9.8.8.



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

- 8.9.8.9.** Exhibit F – Non-Street-Adjacent Pathway Cross Section for a depiction of these pathways.
- 8.9.8.10. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
- 8.9.8.11. Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:
- 8.9.8.11.1. Raised Crosswalk.** A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.
- 8.9.8.11.2. Curb Extensions.** Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.
- 8.9.8.11.2.1.** Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;
- 8.9.8.11.2.2.** The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.
- 8.9.8.11.2.3.** The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-

extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

8.9.8.12. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.8.11** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.9.8.13. Project Specific Pathway Improvements.

8.9.8.13.1. Reserved.

8.9.8.13.2. Reserved.

8.9.9. Trailhead Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each required trailhead shall be developed as an improved trailhead as generally illustrated in **Exhibit I – Trailhead Conceptual Design and Improvements**. At a minimum, the trailhead shall provide the following:

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

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

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

8.9.9.3.1. A bicycle fix-it stand.

8.9.9.3.2. A drinking fountain or water bottle filling station.

8.9.9.3.3. A bench.

8.9.9.4. Restroom. At least sewerd restroom building(s) with no less than two single-use toilet facilities each.

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

8.9.9.6. Trailhead Utilities. The following minimum trailhead utilities shall be installed.

8.9.9.6.1. Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary water needs of the trailhead.

Commented [A81]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A82]: Variable. Insert project-specific details.

Commented [A83]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A84]: Variable. Enter "reserved" for this section if all sections herein would otherwise be reserved.

Commented [A85]: Variable. Enter "reserved" for this section if not applicable.

Commented [A86]: Variable

Commented [A87]: Variable. Enter "reserved" for this section if not applicable.

8.9.9.6.2. Sewer connection sufficient for the sewer needs of the trailhead.

8.9.9.6.3. Electrical connections sufficient for the electrical needs of the trailhead.

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

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

8.9.9.7.1. **Reserved.**

8.9.9.7.2. **Reserved.**

8.10. **Environmental and Air Quality Standards.** The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.

8.10.1. **Energy Efficiency.** All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.

8.10.2. **Reserved.**

8.10.3. **Reserved.**

8.10.4. **Reserved.**

8.10.5. **Project-Specific Environmental and Air Quality Standards.**

8.10.5.1. **Reserved.**

8.10.5.2. **Reserved.**

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

8.12. **Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of [citation].

8.12.1. **Reserved.**

8.12.2. **Project-Specific Architectural Design Requirements.**

8.12.2.1. **Reserved.** [see note.]

8.12.2.2. **Reserved.**

9. **Amendments, Modifications, and Revisions.**

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

Commented [A88]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A89]: Variable. Insert project-specific details. Example:

8.9.3.7.1. Before or simultaneous to platting the _____ lot or residential dwelling unit, Master Developer shall complete the required trailhead improvements for the first trailhead.

Commented [A90]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A91]: 8.10.2 Pre-Wire for Solar Power. Each dwelling shall be pre-wired for roof-mounted photovoltaic solar panels. The pre-wiring shall include all components necessary to create a complete system excluding the following components: Solar panel(s) and equipment or components needed to roof-mount; power inverter(s); power converter(s); charge controller(s); batteries; meters, monitoring devices, and similar. If the County Building Official determines that there are extenuating circumstances peculiar to the building, the Building Official may waive any or all of ...

Commented [A92]: 8.10.3 Installation of Excluded Solar Components. Master Developer agrees to install all solar components excluded from Section ...

Commented [A93]: 8.10.4 Pre-Wire for Electric Vehicles. Each dwelling unit's garage shall be prewired to support at least a level 2 electric vehicle ...

Commented [A94]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A95]: Variable. Insert project-specific details.

Commented [A96]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A97]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A98]: Example:

-R1, R2, and R3 = Section 104-12-4(a) ...

Commented [A99]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A100]: Reserved for project specific architectural designs. ...

Commented [A101]: Variable. Insert project-specific details. Add as many sections below as may be needed. ...

- 9.1. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.
- 9.2. Modification Application Contents and Process.**
- 9.2.1. Contents.** Modification Applications shall:
- 9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.
 - 9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
 - 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
 - 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
 - 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 9.2.3. Planning Commission Review of Modification Applications.**
- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
 - 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.
- 9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.
- 9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 9.4.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof

does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Division Director.

9.4.2. Landscaping Changes. Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

9.4.3. De Minimis Changes. Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

10. Miscellaneous Provisions.

10.1. Certificate of Occupancy Requirements. The following are required prior to issuance of a certificate of occupancy.

10.1.1. Reserved.

10.1.2. Reserved.

10.1.3. Reserved.

10.1.4. Reserved.

10.1.5. Reserved.

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

10.2. Financial Guarantee Requirements. Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

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

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

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

10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.2** of this Agreement.

10.4. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of the **[specify]** zone (**[reference code section]**).

10.4.1. Reserved.

10.4.2. Project-Specific Architectural Design Requirements.

Commented [CE102]: Installation of street trees, as specified in **Section 8.5.6.1.7** of this Agreement.

Commented [CE103]: Installation of a smart watering controller, as specified in **Section 8.6.1** of this Agreement.

Commented [A104]: Installation of a pre-wired solar panel and battery backup system, as specified in **Section 8.10.2** and/or **Section 8.10.3** of this Agreement.

Commented [A105]: Installation of a pre-wired dedicated electric vehicle charging circuit, as specified in **Section 8.10.4** of this Agreement.

Commented [CE106]: Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this Agreement.

Commented [A107]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A108]: Example:
-R1, R2, and R3 = Section 104-12-4(a)
-FB zone = Section 104-22...
-Etc.

Commented [A109]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

10.4.2.1. **Reserved.** *[see note.]*

10.4.2.2. **Reserved.**

10.5. **Reserved.**

10.6. **Future Taxes, Services, and Districts.**

10.6.1. **District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

10.6.2. **Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

10.6.3. **Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

10.7. **Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

10.8. **Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

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

11. **General Provisions.**

Commented [A110]: Reserved for project specific architectural designs.

Specific Design. *The exterior of [dwellings, buildings, etc.] within the Project shall be as illustrated in Exhibit J – Architectural Design Requirements. If, after being presented with an alternative that is designed by a licensed architect, the Planning Director determines that the alternative provides an equal or better design, the Planning Director may allow the use of the alternative design.*

Commented [A111]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Example:

For each unit abutting _____ Street, each patio home building shall face away from _____ 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 _____ South) shall be 30 feet.

Commented [A112]: 10.5 Housing Affordability Provisions. *In an effort to provide the planning area some level of housing affordability, the following requirements of this Agreement, when applicable, shall be waived as they apply to any lot or unit that has a recorded deed restriction for moderate income housing, as defined by State Code, or that restricts the floor area of the residence (excluding basements and garages, if applicable) to no greater than 1,000 square feet. The deed restrict shall be in favor of, and in a form as acceptable to, the Weber Housing Authority.*

10.5.1. *Street trees for the lot's or unit's street frontage pursuant to Section 8.5.6.1;*

10.5.2. *Parkstrip landscaping for the lot's or unit's street frontage pursuant to Section 8.5.6.2;*

10.5.3. *Water-wise requirements pursuant to Section 8.6;*

10.5.4. *Parks financial donation, pursuant to Section 8.8.1;*

10.5.5. *The required per lot or unit Public Park Open Space dedication, pursuant to Section 8.8.2;*

10.5.6. *The required Public Park Open Space Improvements, pursuant to Section 8.8.3, to be ...*

- 11.1. **Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. **No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.
- 11.4.1. **Partial Assignment.** ~~Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.~~
- 11.4.2. **Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.
- 11.4.3. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.
- 11.4.4. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.
- 11.4.4.1. All necessary contact information for the proposed Assignee.
- 11.4.4.2. The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.
- 11.4.4.3. A verbatim transcription of this **Section 11.4.** "Assignability," or future amendment thereof, if applicable.
- 11.4.5. **Grounds for Denying Assignment.** The County may only withhold its consent for the

Commented [A113]:

Insert if partial assignment will be allowed:

"Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned."

reasons listed herein.

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

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

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

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

11.5. Binding Effect. Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.6. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

11.8. Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of **[name of entity]**. The parties may change their designated representatives by Notice.

Commented [A114]: Variable

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

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

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

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

- 11.13. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County
- 11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

12. Notices.

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

If to the County:
Weber County Commission

2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

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

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

If to Master Developer:

[Redacted area]

Commented [A115]: Variable

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

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

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

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

13. Default and Remedies.

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

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

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

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

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

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

(60) days duration.

13.2. Dispute Resolution Process.

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

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

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

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

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

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

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

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

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

ATTEST: _____
Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Exhibit A – Property Legal Description

(Need from Applicant – Verify with GIS)

Exhibit B – Property Graphic Depiction

Insert aerial imagery with border around Property.

Exhibit C – Concept Plan

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

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

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

Exhibit D – Associated Rezone Area

Insert depiction of the rezone.

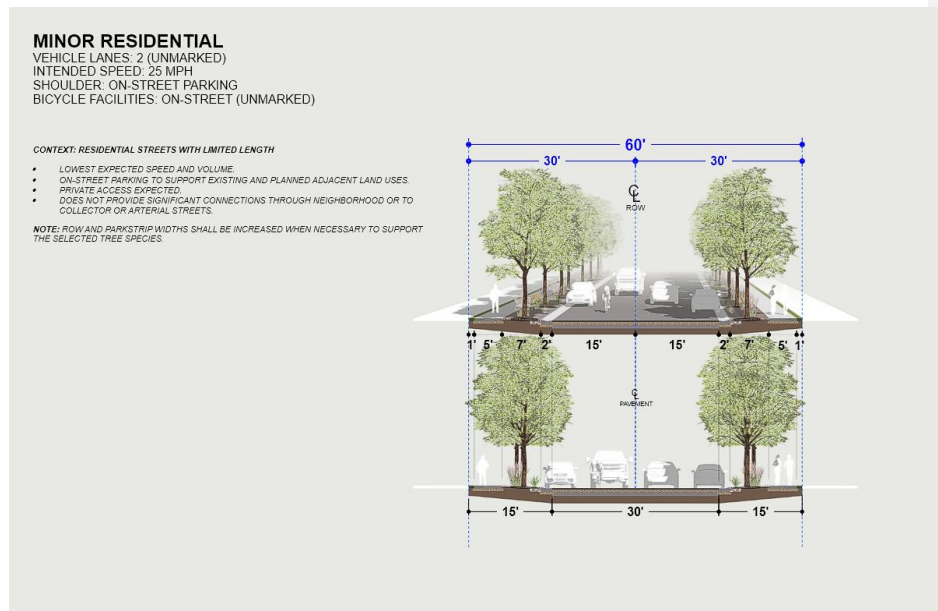
Exhibit E – Street Cross Sections

Notes:

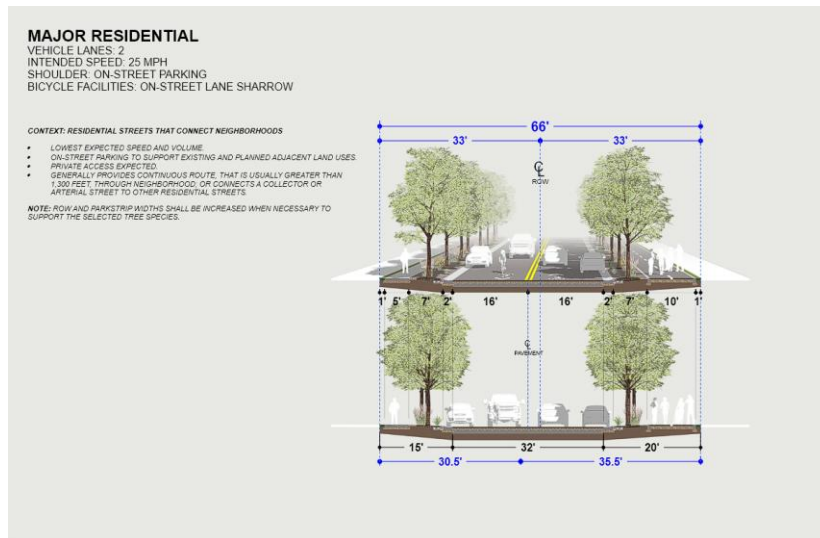
Each street may need ½ width Project boundary variant.

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

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



Major Residential Streets shall be labeled with a “B” on the Master Plan.



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

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

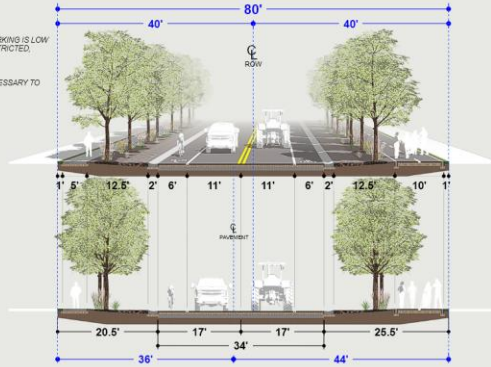
MINOR COLLECTOR - 2

VEHICLE LANES: 2
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, LOWER VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



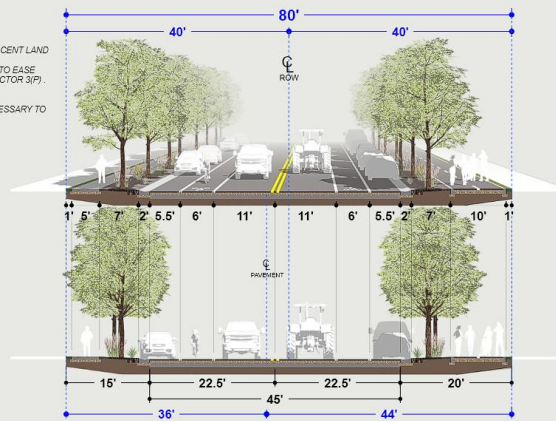
MINOR COLLECTOR - 2P

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

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES.

- LOW/MODERATE EXPECTED SPEED, LOWER VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO EASE FUTURE UPGRADE TO MINOR COLLECTOR 3(P) OR MAJOR COLLECTOR 3(P).
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



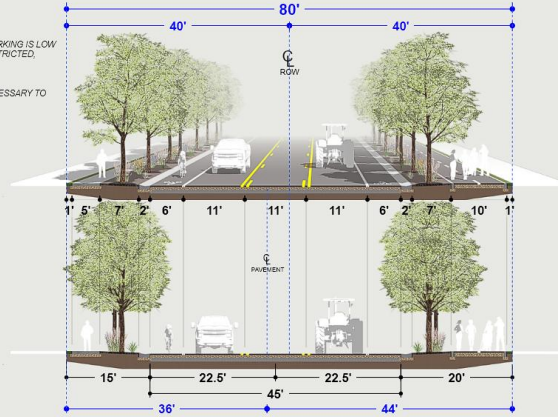
MINOR COLLECTOR - 3

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



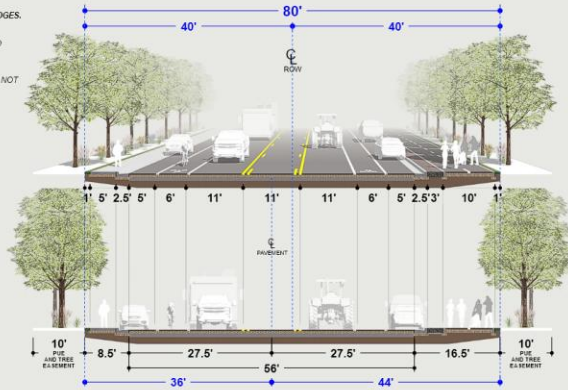
MINOR COLLECTOR - 3P

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES.

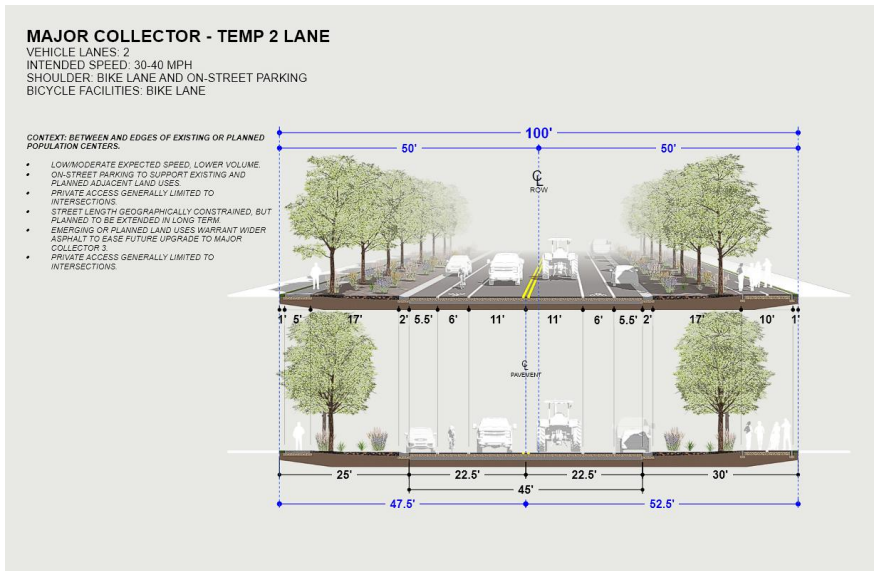
- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

NOTE: USE WHEN UPGRADING ROW TO MAJOR COLLECTOR 3P IS NOT FEASIBLE.



Major Collector Streets shall be labeled with an "D" on the Master Plan.

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

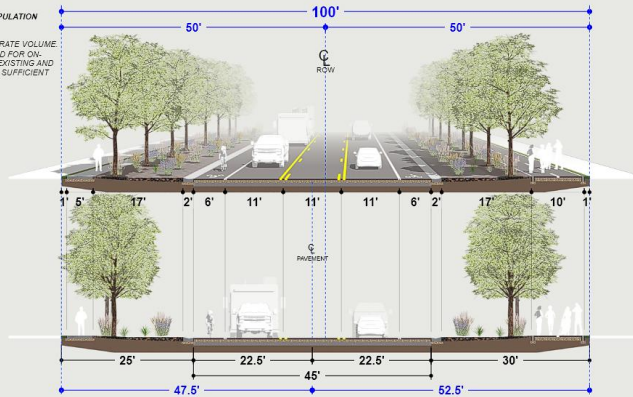


MAJOR COLLECTOR - 3

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJACENT LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS



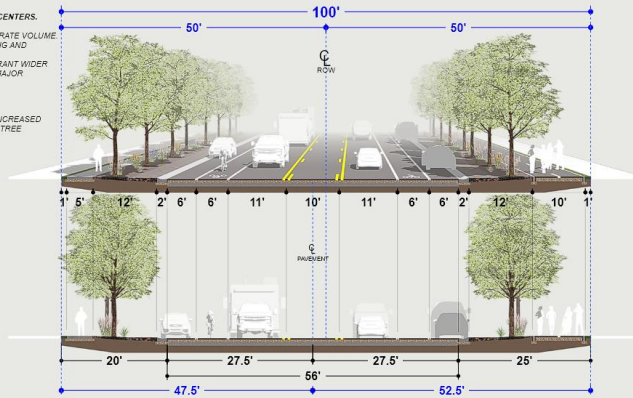
MAJOR COLLECTOR - 3P

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO ALLOW FUTURE UPGRADE TO MAJOR COLLECTOR 5(C)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



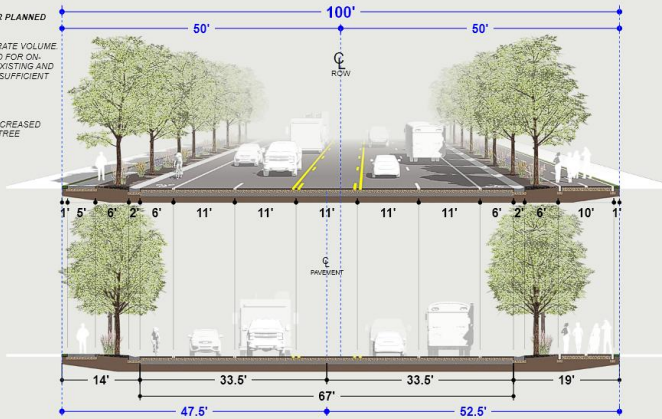
MAJOR COLLECTOR - 5

VEHICLE LANES: 5
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN AND EDGES OF EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



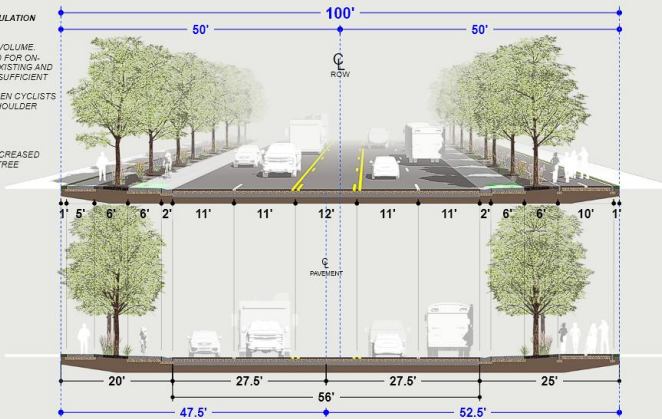
MAJOR COLLECTOR - 5C

VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- MODERATE EXPECTED SPEED, MODERATE VOLUME
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.)
- CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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



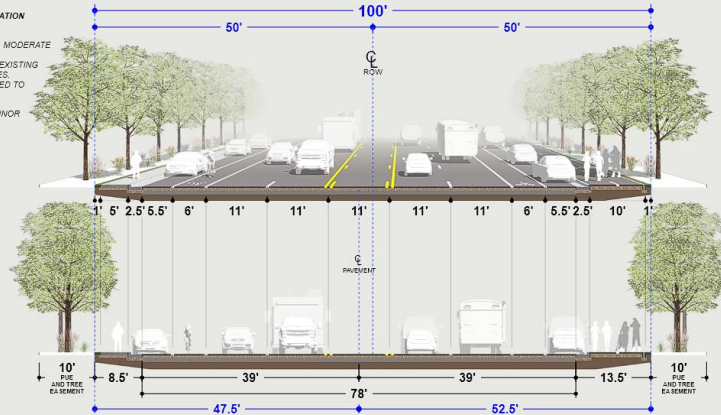
MAJOR COLLECTOR - 5P

VEHICLE LANES: 5
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE AND ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

NOTE: USE WHEN UPGRADING ROW TO MINOR ARTERIAL 5PC IS NOT FEASIBLE.



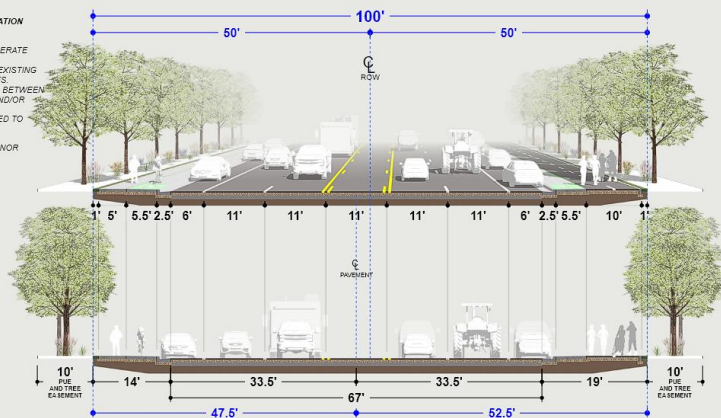
MAJOR COLLECTOR - 5PC

VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES.

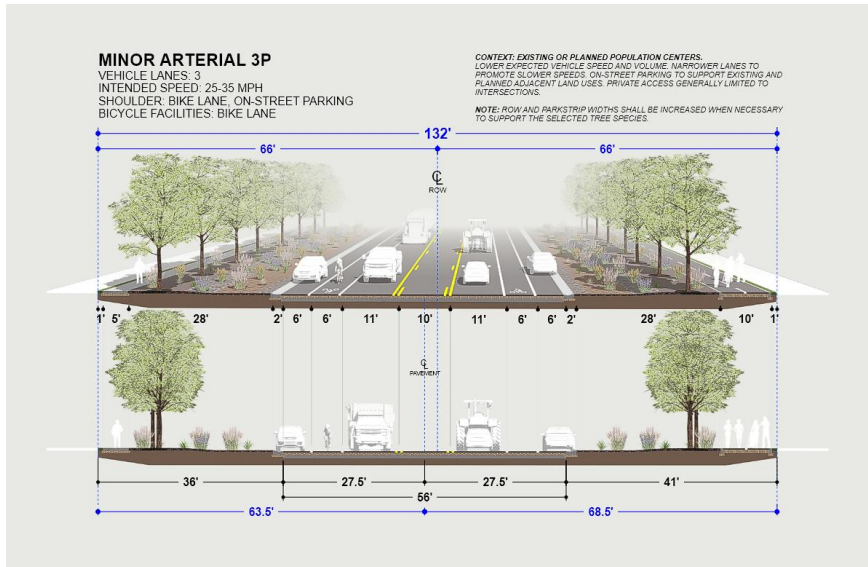
- MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.
- CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE.
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

NOTE: USE WHEN UPGRADING ROW TO MINOR ARTERIAL 5PC IS NOT FEASIBLE.



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

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

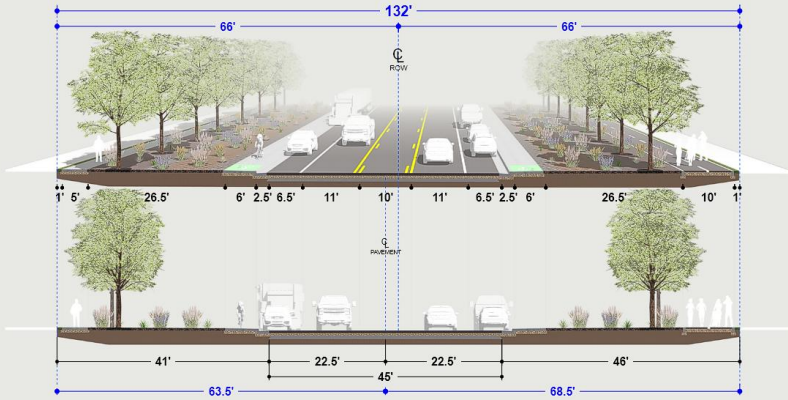


MINOR ARTERIAL 3PC

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, LOWER VOLUME. ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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

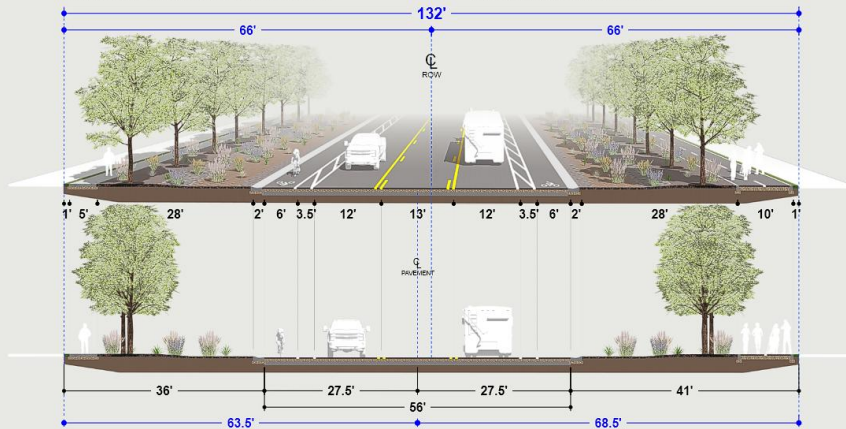


MINOR ARTERIAL 3HS

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

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

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

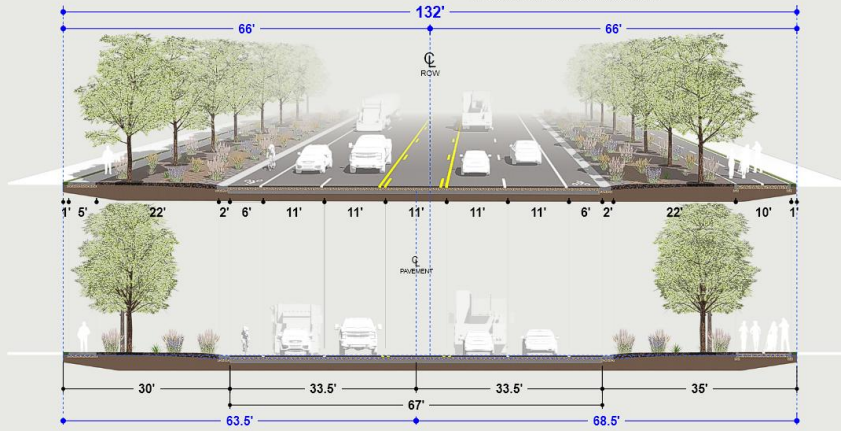


MINOR ARTERIAL 5

VEHICLE LANES: 5
 INTENDED SPEED: 25-40 MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
 SLOWER VEHICLE SPEEDS, HIGHER VOLUME. DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL SPEC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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

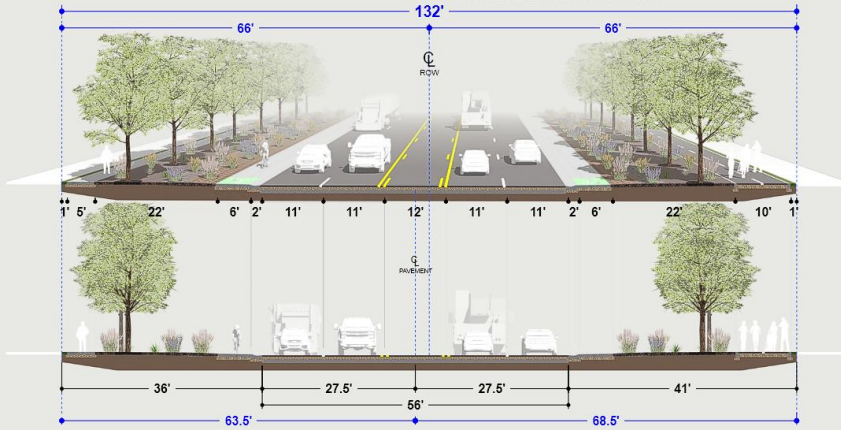


MINOR ARTERIAL 5C

VEHICLE LANES: 5
 INTENDED SPEED: 35-45 MPH
 SHOULDER: NONE
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EDGES OF POPULATION CENTERS
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ADJUTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

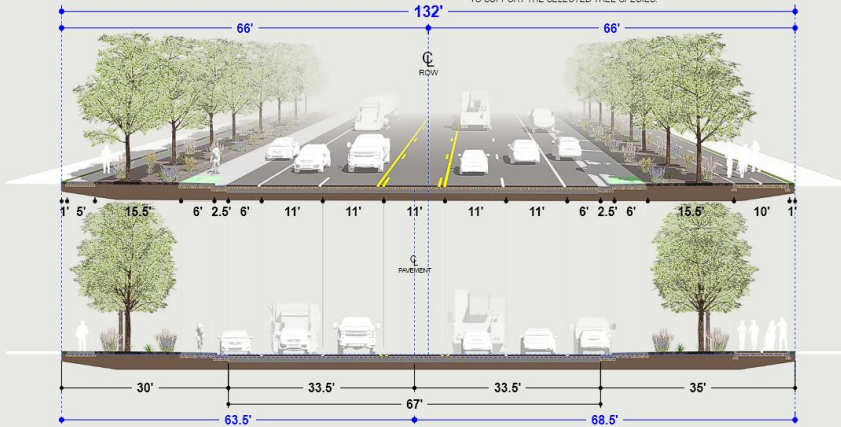
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



MINOR ARTERIAL 5PC
 VEHICLE LANES: 5
 INTENDED SPEED: 25-35 MPH
 SHOULDER: ON-STREET PARKING
 BICYCLE FACILITIES: CYCLETRACK

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.
 MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME. ON-STREET PARKING
 TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES. CYCLETRACK
 REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES AND/OR
 VEHICLE SHOULDER USE. PRIVATE ACCESS GENERALLY LIMITED TO
 INTERSECTIONS.

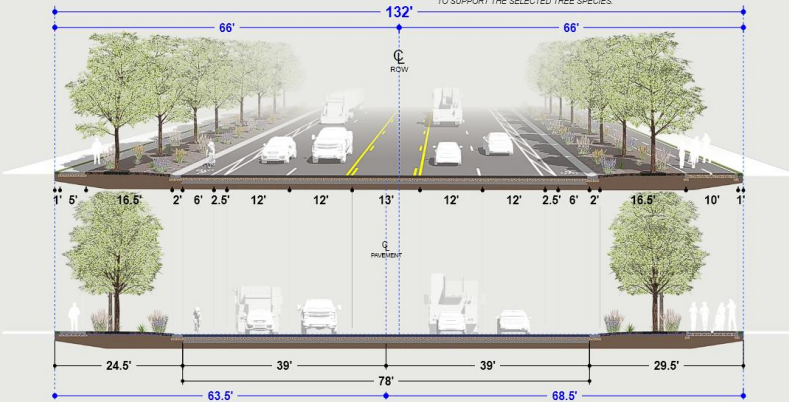
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY
 TO SUPPORT THE SELECTED TREE SPECIES.

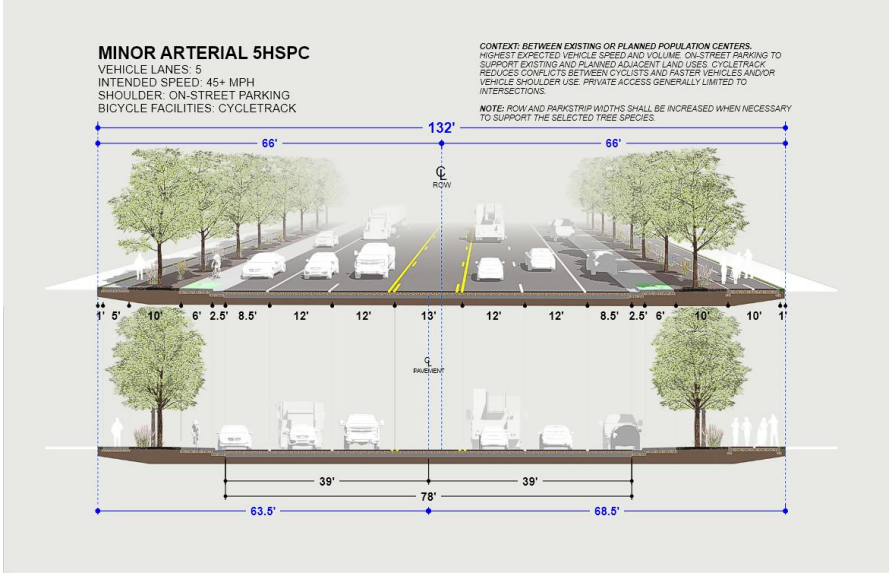


MINOR ARTERIAL 5HS
 VEHICLE LANES: 5
 INTENDED SPEED: 45+ MPH
 SHOULDER: BIKE LANE, NO PARKING
 BICYCLE FACILITIES: BUFFERED BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.
 HIGHEST EXPECTED VEHICLE SPEED AND VOLUME. DEMAND FOR ON-STREET
 PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES WARRANT WIDER
 ASPHALT TO PROMOTE EASE OF UPGRADE TO MINOR ARTERIAL 5HSPC. PRIVATE
 ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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





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

Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for alternative right of way width standards.



Exhibit G – Corridor Fence Design Examples

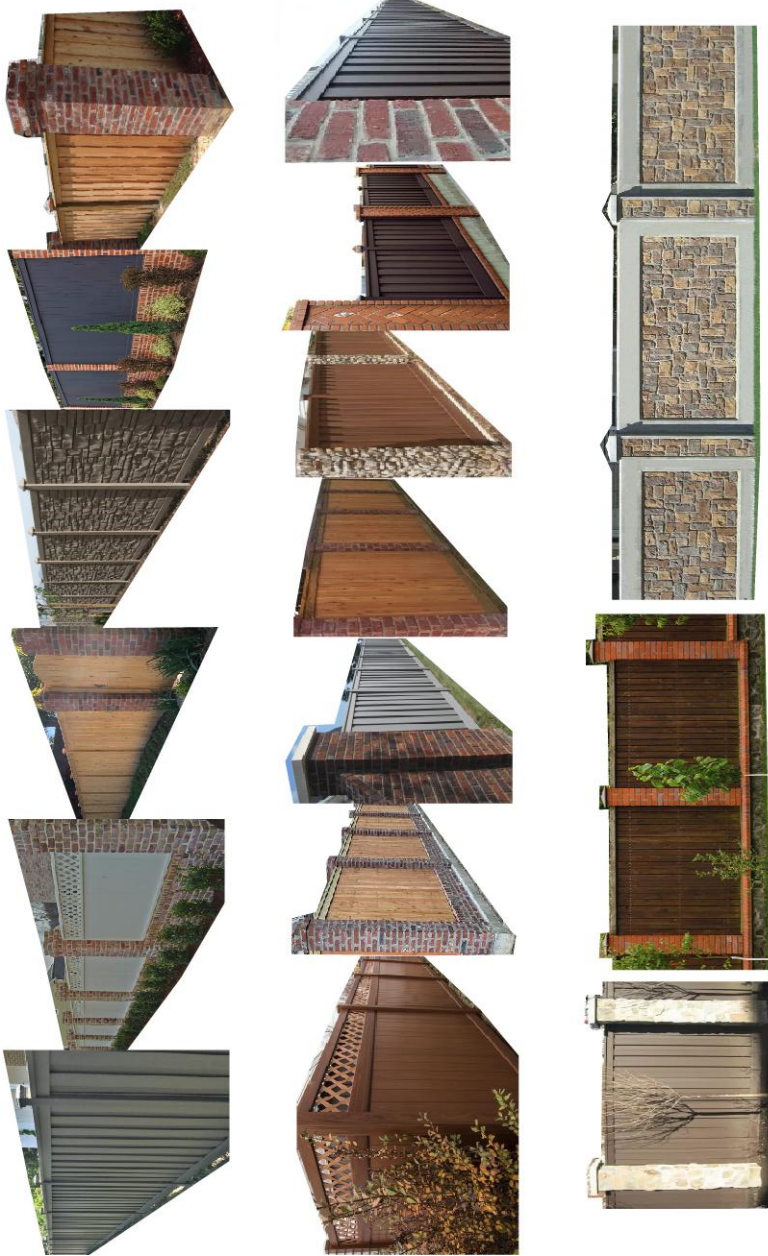


Exhibit H – Waterwise Yard Landscape Plan Requirements

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

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

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

Exhibit I – Trailhead Conceptual Design and Improvements

Insert conceptual trailhead design here. Enter "reserved" in exhibit title if not applicable.

Exhibit J – Architectural Design Requirements

Insert building designs or specific design standards here. Enter "reserved" in exhibit title if not applicable.