WEBER COUNTY PLANNING COMMISSION MEETING

MEETING AGENDA

November 10, 2026

Pre-meeting 4:30 p.m./Regular meeting 5:00 p.m.

- **Pledge of Allegiance:**
- **Roll Call:**

1. Minutes: August 11, 2026, October 10, 2026

2. Legislative:

ZMA2026-07: A hearing for the Bennet Addition Zoning Map Amendment proposal to rezone approximately 15 acres at 4700 West 900 South, and another approximately 5.25 acres at 5454 West 1150 South, from the A-1/A-2 zones to the TN-Bennet zone.

ZMA2026-10: Reconsideration of the Riverbend Zoning Map Amendment proposal to rezone Riverbend Farms development from the A-1/A-2 zones to the R1-15 and O-1 zones.

ZMA2026-05: Reconsideration of the Wagstaff-Nilson Zoning Map Amendment proposal to rezone approximately 85 acres located at approximately 3800 West 400 South from the A-1/A-2 zones to the R1-15 zone.

ZMA2026-06: Consideration and decision for the Wagstaff North Zoning Map Amendment proposal to rezone approximately 150.37 acres located between 3600 West and 4300 West, and at about 700 North from the A-2 zone to the R1-15 zone and O-1 zones.

3. Public Comment on Items not on the agenda:
4. Remarks from Planning Commissioners:
5. Planning Director Report:
6. Remarks from Legal Counsel:

Adjourn to work session

WS1: Graham's Way Zoning Map Amendment proposal to rezone 14.04 acres from agricultural one acre zoning to residential quarter acre zoning for single-family development. Developer: Doug Hamblin

WS2: Cameron Pointe Zoning Map Amendment proposal to rezone 5.17 acres from Agricultural one acre zoning to residential quarter acre zoning for single-family development. Developer: Doug Hamblin

WS3: Winston Park development agreement amendment to allow for 25% of the patio homes in phase 3 to be rented. The original DA restricts all patio homes to owner occupied. This would allow the developer to rent six of the 24 units. Developer Wade Rumsey

WS4: McFarland Addition to Westbridge Meadows: a proposal to rezone approximately 283 acres from the A-2 zone to the R3-A zone with an MPD Overlay zone and a density cap of no greater than 6 units to the acre. The proposal will add the 283 acres to the Westbridge Meadows master planned project. Developer: Nilson Homes

WS5: John Price Zone Map Amendment proposal to rezone approximately 103 acres located at approximately 1900 South 7500 West from the A-2/A-3 zones to the R-3A zone and added into the Westbridge Meadows Master Planned Development with a density cap of 6.5 units to the acre, or to the R1-5 zone with a development agreement, or to the R1-15 zone with a development agreement. Developer John Price

WS6: Additional consideration and discussion for the Willow Village Zone Map Amendment proposal to rezone approximately 35 acres located at approximately 4650 West 900 South from the A-1 zone to the FB zone.

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371before the meeting if you have questions or comments regarding an item.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8371

Meeting Procedures

Outline of Meeting Procedures:

- The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- The typical order is for consent items, old business, and then any new business.
- Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

Role of Staff:

- Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

Role of the Applicant:

- The applicant will outline the nature of the request and present supporting evidence.
- The applicant will address any questions the Planning Commission may have.

Role of the Planning Commission:

- To judge applications based upon the ordinance criteria, not emotions.
- The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

Public Comment:

- The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- The commission may impose time limits for comment to facilitate the business of the Planning Commission.

Planning Commission Action:

- The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- The Chair then calls for a vote and announces the decision.

Commenting at Public Meetings and Public Hearings

Public comment may NOT be heard during Administrative items, the Planning Division Project Manager may be reached at 801-399-8371 before the meeting if you have questions or comments regarding an item.

Address the Decision Makers:

- When commenting please step to the podium and state your name and address.
- Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- All comments must be directed toward the matter at hand.
- All questions must be directed to the Planning Commission.
- The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

Speak to the Point:

- Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- The application is available for review in the Planning Division office.
- Speak to the criteria outlined in the ordinances.
- Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- Support your arguments with relevant facts and figures.
- Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- State your position and your recommendations.

Handouts:

- Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- Handouts and pictures presented as part of the record shall be left with the Planning Commission.

Remember Your Objective:

- Keep your emotions under control, be polite, and be respectful.
- It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.

Minutes of the Regular Meeting of the Weber County Planning Commission for August 11, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 4:30 p.m.

Weber County Planning Commissioners Present: Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

Excused: Wayne Andreotti

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 Andreotti has been excused from the meeting; all other Commissioners were present.

1. Minutes: June 2, 2026, June 9, 2026, and July 7, 2026.

Chair Favero recommended holding approval of the minutes to the next meeting, noting that several Commissioners had identified discrepancies requiring correction.

Vice Chair Neville moved to table approval of the minutes until the next regular meeting. Commissioner McCormick seconded the motion; all voted in favor. Commissioner Andreotti was not present when this vote was taken.

2. Legislative items:
2.1. GPA2025-03: A public hearing on a Weber County Planning Staff-driven request to amend the Weber County General Plan to include elements from the Ogden Valley General plan for areas outside of the Ogden Valley City Incorporation area. Staff Presenter: Felix Lleverino

Planning Director Grover introduced the item, noting that the Commission's role is to hold a public hearing, receive public input, and forward a recommendation to the County Commission. He reminded the Commission that the general plan is a guiding document, not an ordinance.

Planner Lleverino presented the proposal. He explained that following the incorporation of Ogden Valley City — which now encompasses Liberty, Eden, portions of Huntsville, and areas surrounding Pineview Reservoir — several areas remain under unincorporated Weber County jurisdiction. These include the Snow Basin resort area, Howard Mountain, North Fork Park, various mountain communities (Evergreen, Sourdough, Sunridge, Cassie Estates), and Ogden Canyon. Mr. Lleverino described the staff-driven process of reviewing the Ogden Valley General Plan, selecting applicable elements, and adapting the language to reflect unincorporated Weber County. Key elements proposed for inclusion encompassed historic areas of Ogden Canyon, dark sky preservation (noting the dark sky park at North Fork as the origin of the county's dark sky efforts), updated land area calculations and statistics, recreation principles, commercial village policies, transportation and mobility elements, and resource management topics including fire management, water resources, and wildlife. He noted that the maps presented gray out the now-incorporated Ogden Valley City area to reflect current jurisdictional boundaries, and that the finished product would be refined further by the county's GIS department.

Commissioner Wichern moved to open the public hearing. Vice Chair Neville seconded the motion, all voted in favor.

No members of the public came forward to comment.

Commissioner Wichern moved to close the public hearing. Vice Chair Neville seconded the motion, all voted in favor.

Vice Chair Neville moved forward a positive recommendation to the County Commission for file number GPA2025-03 — a staff-initiated proposal to amend the Weber County General Plan to import text and maps from the Ogden Valley General Plan pertaining to lands outside the Ogden Valley City incorporation boundary, with the following findings:

1. The changes are supported by the Weber County General Plan;

2. The proposal serves as an instrument to further implement the vision, goals, and principles of the Weber County General Plan; and
3. The changes will enhance the general health and welfare of Weber County residents.

Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Andreotti was not present when this vote was taken.

2.2 GPA2026-01 A public hearing on a proposed amendment to the unincorporated area general plan to update the future land use map, update recent growth trends, and to consolidate recent plan amendments into a single cohesive unincorporated county-wide general plan. Staff Presenter: Tammy Aydelotte and Charlie Ewert

Planning Director Grover introduced the item with the same procedural guidance as the previous item, noting this is an update to the general plan adopted a few years prior — intended to capture incremental changes rather than a wholesale overhaul.

Principal Planner Ewert presented the item. He explained that while staff had hoped to bring draft language consolidating the Western Weber General Plan into a more cohesive unincorporated countywide document, nuances in the existing text required additional wordsmithing. That language will be presented to the Commission next month. For this hearing, he asked the Commission to focus solely on the proposed future land use map changes. Using a before-and-after slider tool, Mr. Ewert walked the Commission through the key map changes:

- **Change 1 — 7500–8300 West Corridor:** Adjustments were made to better align the general plan map with port boundaries the County had previously adopted, and to introduce an office/tech/business park buffer zone between residential areas and more intensive manufacturing or industrial uses. A crosshatch pattern was used to indicate areas suitable for either lighter industrial or office/business park development.
- **Change 2 — River Corridor West of 5100 West:** Previously shown as natural/open green (reflecting FEMA floodplain designations), this area was reconsidered in light of the Westbridge development project and landowner interest in development potential. Mr. Ewert explained that floodplain land in this area has proven feasible to remove from FEMA designation through formal processes, including elevation changes or detention improvements. The revised map shows mixed residential designations (crosshatched orange) for private lands surrounding a state-owned waterfowl management area, as well as potential vehicle-oriented commercial designations. The proposed West Weber corridor road alignment was also revised to route around the state property and follow higher, drier ground, consistent with commitments made through the Westbridge development agreement.
- **Change 3 — 1600/1800 Road Alignment:** The map was updated to show the 1800 South alignment consistently, reflecting the alignment to which the Westbridge project had been committed, rather than the previously shown 1600 alignment.
- **Change 4 — West Weber Village Area near 4700 West/900 South:** The footprint of the potential commercial area was refined to better correspond with actions taken through the street regulating plan and form-based code efforts the Commission had previously recommended. Mixed residential crosshatch designations were added at the corners of the vehicle-oriented commercial area to reflect the intended transitions.

Commissioner Clontz moved to open the public hearing. Commissioner Lindsey seconded the motion, all voted in favor.

Tom McFarland (5579 South 7100 West) spoke in support of the proposal, stating that staff had engaged extensively with area landowners and that all parties he was aware of were supportive. He noted that the prior broad green designation had not accurately reflected the development potential of the land and that this update would open meaningful future options for property owners.

Pat Burns (2702 North Burns Lane) also spoke in support, noting he owns property in the area adjacent to the Black Pine MDT zone. He requested that his parcel — located near the new corridor alignment where a commercial node is planned — be added to the map changes to allow a rezone from R1-15 to a higher density designation such as R3. He indicated he had met with neighboring landowners in all four quadrants who are in agreement with the proposed change, and that a rezone application had been submitted.

Vice Chair Neville moved to close the public hearing. Commissioner Wichern seconded the motion, all voted in favor.

Commissioner Wichern expressed concern about designating higher density in this area before infrastructure — particularly roads

— has had an opportunity to catch up, and asked for additional context on the vision for the area. Vice Chair Neville suggested that the Burns property request and broader density questions be deferred to a future work session, consistent with how other nearby development has been handled, to allow more detailed review.

Commissioner Wichern moved to forward a positive recommendation for item GPA2026-01 — a proposed amendment to the unincorporated general plan to update the future land use map, update recent growth trends, and consolidate recent plan amendments into a single cohesive unincorporated county-wide general plan — with the findings that the proposed amendments will better support current residents by better designing future development in Weber County and will clarify the code to reflect recent changes in the county. Commissioner Lindsey seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0). Commissioner Andreotti was not present when this vote was taken.

3. Public Comment for Items not on the Agenda:

There were no public comments.

4. Remarks from Planning Commissioners:

There were no additional remarks from Commissioners.

5. Planning Director Report:

Planning Director Grover invited all commissioners to attend the Utah Association of Counties or equivalent planning conference scheduled for September 9th and 10th at the Layton Conference Center. He noted that registration fees would be covered by the county and asked commissioners to respond to an upcoming email from staff indicating which day they planned to attend. Vice Chair Neville confirmed that the conference satisfies mandatory training requirements. Planning Director Grover also mentioned the Land Use Institute, typically held in October, as an additional recommended conference that brings together planners and realtors for a broad range of perspectives on land use.

6. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

Commissioner Lindsey moved to adjourn to a Work Session at 5:44 p.m. Commissioner Wichern seconded the motion, all voted in favor.

WS1: ZMA2026-01: Discussion regarding the Willow Village FB rezone and revised concept plan proposal.

Applicant representative Selvoy Fillerup and applicant Roger Heslop presented the latest revised concept plan for the Willow Village form-based rezone. Mr. Fillerup acknowledged that the current layout as drawn does not yet pencil out financially for the applicant and that the purpose of the work session was to identify which design elements were most important to the Commission so adjustments could be targeted accordingly. Mr. Fillerup presented the revised layout, highlighting several improvements over prior versions: the street layout has been adjusted to align with an approved subdivision to the north across the canal; units are oriented to face outward toward public streets with rear-load garages; and the building mix has been reduced from 7- and 8-plexes to 6-plexes or fewer, consistent with the updated form-based code. He noted one area of conflict in the northwest corner, where the street regulating plan calls for single-family lots that do not fit the parcel geometry well, and suggested addressing that transition through the development agreement. He indicated the overall layout is substantially consistent with the intent of the form-based code, particularly as it relates to the public realm. The revised unit count was reported at approximately 201 units, slightly under the maximum of 208 permitted by the density calculations for the affected acreage. Mr. Heslop spoke candidly about the financial challenges of the project. He noted that despite this being his least expensive land on a per-unit basis among his active projects statewide, the current design results in a projected loss of approximately $250,000. He attributed this to an accumulation of cost pressures: single-fronted roads that do not generate units on both sides, significant impact fees (including water secondary and parks dedication), and the rear-load configuration, which reduces per-unit market value by approximately $10,000. He emphasized that no single factor is responsible, but that the aggregate makes the project unviable as currently drawn.

A substantive discussion followed regarding parking, density, and design. Commissioner Wichern raised concern that with 20-foot-wide garage bays (standard for townhomes in the current market) and no driveways on several units, overflow parking for residents and guests would be inadequate, particularly as most households would likely include two working adults and therefore two vehicles. She also questioned whether the 20-unit-per-acre designation in the mixed-use zone was realistic without apartment-style construction, noting that spreading that density across townhomes results in too little open space and parking. Mr. Heslop acknowledged the parking concern and noted that based on experience at comparable projects, approximately one visitor stall per four units has worked well, but the current plan is closer to one per five. He also confirmed that there is no current market for apartment buildings in this location and that demand would more likely follow the construction of the planned bypass road.

The discussion turned to whether the project should revert to a lower-density single-family zone (R1-50), which would simplify street connectivity but would not achieve the general plan's commercial support density goals or conform to the recently approved future land use map. Mr. Heslop and Mr. Ewert both acknowledged the tension: any design changes that make the project financially viable tend to conflict with either the street regulating plan or the general plan map, while conforming designs are not financially viable for the developer.

Vice Chair Neville suggested that allowing front-facing garages on the eastern public street — specifically to eliminate a private internal road, push units back, and create larger driveways — could improve both parking and financial feasibility. Commissioner Wichern was open to that approach, and Mr. Ewert noted it could be accommodated through the development agreement even if it deviates from the standard form-based code requirement.

The Commission also discussed the relationship of this project to the adjacent parcel previously designated as open space under an expired PRUD. Mr. Ewert noted that while there is no formal conservation easement in place, the density on the neighboring parcel was granted with an expectation of open space on this property, and that obligation remains a matter for legal resolution. He suggested that if the form-based code is applied to this project, it should also be applied to the developed neighboring parcels to avoid non-conformity issues.

Mr. Heslop also raised the possibility of receiving impact fee credits in exchange for constructing road improvements along 900 South toward 4700 West, rather than paying fees directly. Principal Planner Ewert indicated that staff had been considering a similar approach for other projects on 3600 West, and that this model — where the developer installs improvements in advance rather than paying fees into a pool — could work well here and benefit other uses along the corridor, including a nearby school.

At the conclusion of discussion, the Commission directed the applicant to return with two alternative concept plans for a future work session prior to a public hearing:

- **Plan A:** A refined version of the current rear-load layout, with modifications to increase parking and open space (potentially by removing a small number of units), and with a proposal for how impact fee credits could be structured to offset road improvement costs.
- **Plan B:** An alternative layout allowing front-facing garages along the eastern public street, eliminating the private internal road, and similarly addressing parking and impact fee considerations.

The Commission confirmed that retaining rear-load orientation for the majority of units and ensuring adequate parking remain priorities, while acknowledging that some flexibility in how the form-based code is applied — through the development agreement — is available. The applicant indicated the revised plans could be ready within approximately one week.

The Work Session adjourned at 6:49 p.m.

Respectfully Submitted,
Cassie Brown
Weber County Planning Commission

Minutes of the Work Session of the Weber County Planning Commission for October 6, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 p.m.

Weber County Planning Commissioners Present: Andrew Favero (Chair), Casey Neville (Vice Chair), Cami Clontz, Jed McCormick, and Sara Wichern

Excused: Wayne Andreotti and Kyle "KC" Lindsey

Staff Present: Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Tammy Aydelotte, Planner; Liam Keogh, Legal Counsel; Marta Borchert, Office Specialist.

Roll Call: Chair Favero conducted roll call and indicated Commissioners Andreotti and Lindsey had been excused from the meeting; all other Commissioners were present.

WS1: Suncrest Meadows Phase 5 Subdivision proposed rezone to R1-15. Carson Jones would like to discuss a single-family residential plan that fronts on 4700 West Street. The owner would like to discuss alternatives to right-of-way dedication on 4700 West Street, Major Arterial, 132' ROW.

Carson Jones presented a proposal for a single-family residential plan fronting 4700 West, seeking to discuss alternatives to right-of-way dedication on 4700 West, a major arterial road. He stated that current county requests for the rezone, including an extra 37 feet of dedication and a $7,500 per lot fee, made the project financially unviable compared to developing 1-acre lots under the original approval. He indicated that if all county requests were enforced, he would revert to the original 1-acre plan.

Commissioner Wichern noted that the concession to allow three units per acre instead of one unit per acre was already significant, and the rezone requests were commensurate with the increased density.

Chair Favero inquired about the dedication required by the Utah Department of Transportation (UDOT) on 4700 West. Mr. Jones explained that the current design includes a 100-foot half-width street, requiring an additional 37 feet, which would be problematic for lots fronting 4700 West. He questioned if the project could be required to bear the burden of this extra land dedication. Planner Lleverino confirmed that the future streets plan for 4700 West anticipates 132 feet, requiring 66 feet from the center line. Mr. Lleverino clarified that right-of-way dedication is typically a requirement for any subdivision, regardless of zoning.

Chair Favero asked if the previous one-acre approval had expired, which the Applicant confirmed, meaning a new subdivision application would be required. Mr. Jones stated that Principal Planner Ewert had previously advised that if no rezone occurred, the 100-foot dedication would remain. Mr. Lleverino stated he would need to clarify that matter with Mr. Ewert.

Mr. Jones reiterated that the financial implications of the rezone, including the $7,500 per lot donation, 4700 West access, road widening, and a turn lane, would result in a loss of money, making the rezone unfeasible.

Upon Mr. Ewert's arrival, Mr. Jones and Mr. Lleverino sought clarification on whether a one-acre development would require the full 132-foot right-of-way on 4700 West. Mr. Ewert suggested it might be a 40-50 foot half-width. Mr. Jones confirmed his current design includes a 50-foot half-width. Mr. Ewert also indicated that connection to 4700 West might not be required for a 1-acre development, depending on many variables. Mr. Jones concluded that the estimated $1.5 million to $2 million cost for the rezone was prohibitive. He announced his intention to withdraw the rezoning application and proceed with the 1-acre development.

WS2: Text amendments to Fencing Ordinance (ZTA2026-04) was presented to the Planning Commission 7/7 and tabled, pending further review of sight triangles when adjacent to driveways.

Planner Aydelotte presented proposed text amendments to the fencing ordinance, which aimed to allow 6-foot fences within side setbacks. However, staff research revealed that such fences would interfere with site views from driveways on corner lots, posing a safety concern. Staff recommended tabling or withdrawing the application for further review, possibly in the next year.

Chair Favero acknowledged the validity of the concern raised by Commissioner Wichern and supported tabling the item until after the new year. He suggested collaborating with community members, such as Nelson Holmes, to explore potential solutions. Commissioner Wichern endorsed this approach, advocating for reviewing community recommendations. Staff discussed the possibility of fenestration (e.g., chain link fences) as a solution for visibility. Chair Favero reiterated the preference to table the item to prevent problematic fence installations in the interim.

WS3: West Creek Zoning Map Amendment proposal to rezone 29.6 acres from the A-1 zone to the R1-15 zone with the request for an additional 48 lots or 4.5 units per acre. The developer will also present off-site pathway improvements and a deed restriction for 27 of the 133 lots offered as a public benefit. The project is located at 6150 W 900 S.

The Applicant presented a proposal to rezone 29.6 acres from A1 to R1-15, requesting an additional 48 lots, totaling 133 lots at 4.5 units per acre. As public benefits, the developer offered to install approximately 4,400 linear feet of asphalt trail (estimated cost $350,000) to connect to a park in the Longhorn Estates subdivision, and to implement owner-occupancy deed restrictions on 27 of the lots for 10 years.

Commissioner Wichern expressed significant concern regarding the proposed density without adequate supporting infrastructure, noting that Weber County is already struggling to keep pace with development. She questioned the extent of improvements planned for 900 South. Principal Planner Ewert mentioned that Black Pine is expected to install a pathway along the Knights Irrigation Pond, and the section of 900 South is already built to near full standard, lacking only curb, gutter, and sidewalk.

Chair Favero acknowledged that this location was relatively better suited for higher density due to existing 12th Street improvements and proximity to a lift station. He noted that UDOT anticipates design completion for 1200/900 South by fall and construction by 2027, though the bridge over the river remains a long-term issue.

Weber County Economic Development Director Russell informed the Commission about the Utah Inland Port Authority's (UIPA) plan to establish a Public Infrastructure District (PID) within the inland port area. This PID is slated to fund significant infrastructure improvements over the next 5-10 years, including road widening, a bridge over the railroad, wastewater conveyance, a treatment facility, and upgraded gas and water lines, which are expected to positively impact housing developments.

Vice Chair Neville inquired about the HOA status of the Longhorn Estates park. Planner Lleverino clarified that the park would not be part of an HOA. Chair Favero raised safety concerns about the proposed 4,400-foot asphalt trail along 900 South, given the 50 mph speed limit, especially if it lacks curb, gutter, and sidewalk.

Commissioner Wichern highlighted that the rezone, being tied to a development agreement that deviates from the general plan, would face an "uphill battle." The applicant suggested increasing the number of deed-restricted lots and adding price caps to ensure affordability. Commissioner Wichern and Chair Favero supported that concept.

Chair Favero and Vice Chair Neville expressed reservations about the 10-foot trail along 900 South and the timeline for park development, agreeing with Commissioner Wichern that the proposed density was too high for the current infrastructure in that western area. The Applicant thanked the Commission and indicated they would return with a revised proposal.

WS4: Bennet Addition Zoning Map Amendment proposal to rezone approximately 10 acres at 4700 West 900 South, and another approximately 5 acres at 5454 West 1150 South, from the A-1/A-2 zones to the TN-Bennet zone.

Applicant Lacy Richards explained that the proposal sought to rezone recently acquired adjacent parcels (a 30-acre Knudsen parcel and a five-acre Perry Woodson house) to the TN Bennet zone. This rezone would align these parcels with the existing development agreement and the general plan.

Principal Planner Ewert noted a procedural issue: the public notice for the Knudsen parcel was for 10 acres instead of the correct 30 acres. He suggested holding two public hearings to address this. The Commission expressed general comfort with the proposal, as it aligned with previous general plan amendments. Planning Director Grover also mentioned the possibility of scheduling additional meetings in November to manage the workload.

WS5: Alvord Zoning Map Amendment proposal to rezone approximately 47.46 acres located at approximately 440 South 3600 West from the A-1/A-2 zones to the R1-15 zone and O-1 zone.

Applicant Dave Alford presented a proposal to rezone approximately 47.46 acres from A1/A2 to R1-15, with a concept plan showing 134 lots. Principal Planner Ewert explained that this project was one of four in the area, necessitating a coordinated approach to infrastructure, particularly for 3600 West. He also detailed the open space contribution, noting that the applicant was offering 12.12 acres, which is 200 percent more than required by the general plan. This open space was intended to connect with existing trails from Silver Spring. He also discussed a planned "new 400 South" road, which would eventually cross the river via a bridge and connect to 3600 West, designed as an 80-foot right-of-way.

Commissioner Wichern raised concerns about driveways on what would be a major road with a bridge. Chair Favero agreed, suggesting adjustments for street-facing lots. Mr. Ewert confirmed that while the general layout was acceptable, the street-facing lots would need modifications. He also mentioned a north-south road near the river, intended to continue through the River Bend project and northward, also planned as an 80-foot road, with 3600 West designated as a collector.

WS6: Riverbend Zoning Map Amendment proposal to rezone Riverbend Farms development from the A-1/A-2 zones to the R1-15 and O-1 zones; and
WS7: Wagstaff-Nilson Zoning Map Amendment proposal to rezone approximately 85 acres located at approximately 3800 West 400 South from the A-1/A-2 zones to the R1-15 zone; and
WS8: Wagstaff North Zoning Map Amendment proposal to rezone approximately 150.37 acres located between 3600 West and 4300 West, and at about 700 North from the A-2 zone to the R1-15 zone and O-1 zones.

Principal Planner Ewert presented these two items together. For the Wagstaff-Nilson application, the proposal included approximately 246 units on 84.94 acres, with potential for townhomes or mansion homes in specific areas. The open space offering was 10.41 acres, exceeding the general plan requirement by 40 percent, with 6 acres designated for the Park District.

For Wagstaff North, the proposal included approximately 436 units on 150 acres, also with potential for townhomes or mansion homes in select locations. The open space offering was 34.25 acres, with 30.25 acres for the Park District and additional pocket parks and trails.

Applicant Lacy Richards expressed concern about immediately zoning the 30 acres of open space, preferring to reserve it within the development agreement until subdivision approval. Commissioners Wichern and McCormick agreed with a phased approach to open space dedication through the development agreement. Mr. Ewert clarified that each project would require separate development agreements and public hearings, even if discussed concurrently.

The group then engaged in discussion regarding road improvements associated with the Alvord, Wagstaff-South, and Wagstaff North applications; Mr. Ewert presented a comparative analysis of applicant requests, staff considerations, and a "do nothing" scenario for road improvements.

New 3825 Street (Major Residential, 66 feet, pathway on one side):

- Applicant Request: County to purchase right-of-way for offsite segments, with the developer then improving them.
- Staff/County Commissioners' Position: County is willing to acquire right-of-way, provided the developer fully reimburses reasonable costs, which would then be credited back via future impact fees.
- Improvements: Developer to improve to county minimum major residential street standard.
- Payback: Applicant requested a 5-year payback term. Staff recommended a 10-year term (matching the development agreement), with the developer absorbing any remaining costs after that period.
- Impact Fees: The county would readdress the impact fee facilities plan to ensure funds are available, emphasizing that taxpayers would not fund the initial improvements.

Commissioner McCormick raised concerns about the uncertainty of acquiring parcels for the new road, fearing that incomplete acquisition could force all traffic onto 3600 West. Ms. Richards clarified that the applicants were only responsible for improvements within their property boundaries or for the "dashed lines" (offsite segments) if the county provided the right-of-way. She also offered an alternative: a larger upgrade of 3600 West if preferred by the county.

3600 West (Collector):

- The existing asphalt (20-22 feet) does not meet the fire district's minimum width of 26 feet.

- Applicant Offer: Improve offsite segments if the county acquires the right-of-way.
- Staff/County Commissioners' Position: County willing to acquire right-of-way with developer reimbursement and impact fee credits.
- Improvements: Developer offered to improve shoulders to achieve 26 feet of asphalt. Staff requested 30 feet if right-of-way allows, with reimbursement for the difference.
- Payback: Applicant requested a 5-year term. Staff recommended a 10-year term (matching the development agreement) with the developer absorbing any remaining costs.
- Impact Fees: Readdress the plan to ensure availability.

Mr. Alvord noted his property's 60-foot frontage. Mr. Ewert explained that he would build an 80-foot 3/4 width road, with the northern portion for future development. Ms. Richards suggested an alternative alignment for the new 400 South to minimize impact on residential areas. Mr. Ewert summarized that the four projects, plus the proposed Lomond View project, would total 865 units, necessitating coordinated infrastructure. The expected build-out for these developments is 15 years.

Commissioner McCormick emphasized that the development agreement should be contingent on the road agreement. Ms. Richards clarified that there were multiple versions of the road agreement template circulating, causing confusion, but they were committed to finding a resolution. Commissioner Wichern suggested tabling the item if a final, agreed-upon road agreement was not ready for the upcoming public hearing. Mr. Ewert proposed outlining the differences in the staff report for the Planning Commission to make a recommendation.

Regarding the Riverbend application, Ms. Richards presented the proposal for 49 new units. Mr. Ewert explained that the property included an already entitled Phase 3 (cluster subdivision) and a new Phase 1, which currently has an agricultural preservation easement. The rezone would require releasing this easement. The proposed development agreement term was 10 years with a 5-year renewal. The easternmost road (residential connector) would extend into the Alvord property; 3600 West would be a collector, and the new 3825/3725 street would be a residential connector, all consistent with the general plan. The proposal included removing 8.7 acres from the existing open space (Parcel G) for housing, in exchange for dedicating all open space (approximately 19.5-19.9 acres) plus street and pathway connections to the public as a park. Ms. Richards confirmed they were not proposing a small trail park or park improvements and were requesting to eliminate the $7,500 per lot donation, asserting that the donated open space more than compensated for it.

Commissioner McCormick requested parking and a pathway within the open space. Lance Peterson, Representative of the Taylor/West Weber Parks District, stated he had advised against immediate improvements due to the large amount of donated land, much of it in a floodplain, and its value as a natural area. He also mentioned a significant riprap project (estimated $300,000-$400,000) needed for riverbank stabilization. Commissioner Wichern expressed concern about the county acquiring property that might require substantial investment to be usable. Commissioner McCormick stressed the importance of consistency with other developers regarding donations and improvements.

Mr. Ewert explained that removing open space from the cluster subdivision would create non-conforming lots in existing phases, necessitating a rezone for those property owners. Ms. Richards offered to meet with Lance to discuss the Park District's plans and timing for improvements. Commissioner McCormick reiterated that the development agreement should be contingent on the road agreement.

WS9: Willow Village Zone Map Amendment proposal to rezone approximately 35 acres located at approximately 4650 West 900 South from the A-1 zone to the FB zone.

Applicant Selvoy Fillerup presented two options (Plan A: 206 units; Plan B: 194 units) for rezoning 35 acres at 4550 West 900 South Both plans were modifications of previous proposals, incorporating feedback provided by the Commission and staff. Principal Planner Ewert explained that the property was west of the expired Cherokee Barn PRUD (Phase 1, with non-conforming A-1 lots) and east of Brad's Park. The rezone would include Phase 1 and transition it to Form Based Code. He highlighted challenges, including unowned adjacent "L-piece" property that would create road stubs. He suggested including the entire square in the rezone, with a corridor designated for O-1 zone (intended open space/regional pathway). Mr. Fillerup discussed parking provisions (Plan A: 50 additional spaces; Plan B: 65) and the intent to meet the spirit of the Form Based Code.

Commissioner Wichern expressed significant concern that the Form Based Code was not effectively working in this area, leading

to high density, insufficient open space, and inadequate parking. She questioned the overall value proposition. Chair Favero agreed, suggesting that single-family homes might be a more appropriate development type for the area. Commissioner McCormick liked the housing type but not the location. Commissioner Wichern was concerned about the lack of tied open space and the inconsistent application of density. Commissioner Clontz noted he had previously disliked the idea of two major roads but had since seen examples that worked. Mr. Fillerup acknowledged the feedback and indicated he would revise the proposal.

WS10: McFarland Addition to Westbridge Meadows: a proposal to rezone approximately 283 acres from the A-2 zone to the R3-A zone with an MPD Overlay zone and a density cap of no greater than 6 units to the acre. The proposal will add the 283 acres to the Westbridge Meadows master planned project; and
WS11: John Price Zone Map Amendment proposal to rezone approximately 103 acres located at approximately 1900 South 7500 West from the A-2/A-3 zones to the R1-15 zone and/or R1-5 zone.

Principal Planner Ewert explained that Nilsen Homes was seeking to acquire additional property and integrate it into the Westbridge development, proposing a rezone to R-10 green zone with an MPD overlay zone, and a density cap of 5 units per acre (the application stated 6 units per acre). The goal was to spread out Westbridge's existing density, not to add new density.

Commissioner Clontz expressed strong concern about 2200 West, describing it as a "terrible road" that would serve as the primary access. Mr. Ewert assured him that improvements to 2200 West were a priority for November.

Applicant John Price clarified that this was new land for Westbridge, and the density would be transferred from Westbridge's existing 500 acres (which has a density of 10 units per acre). He emphasized that this project was crucial for spearheading regional infrastructure, including a bridge over the railroad and a sewer treatment facility, using an Infrastructure Financing District (IFD) covered by the Inland Port's PID. This approach would benefit homeowners by reducing impact fees. Mr. Price stated that the original general plan called for mixed-use residential against industrial, and this project aligned with public input.

Mr. Ewert clarified that the recently approved general plan allowed 2.9 units per acre, while Mr. Price was requesting 6.5 units per acre. Chair Favero questioned the higher density given previous discussions. Mr. Price reiterated that 6.5 units per acre was the original ask and was necessary to make the project viable and trigger the infrastructure development.

Commissioner McCormick inquired about access from the freeway. Mr. Price explained that 1800 South, with the 8300 bridge, would connect to 7500 West, and Westbridge would extend it eastward. He stressed that no homes would be built until the bridge and sewers were in place, tying development directly to infrastructure. Mr. Price also offered to join Westbridge in an agreement to share density and infrastructure responsibilities.

Mr. Ewert recommended that Mr. Price return with more information at a future work session.

The Work Session adjourned at 8:38 p.m.

Respectfully Submitted,
Cassie Brown
Weber County Planning Commission

801-399-8791
2380 Washington Blvd. Ste 240, Ogden, UT. 84401
www.webercountyutah.gov/planning/

WEBER COUNTY
PLANNING DIVISION

MEMORANDUM

To: Weber County Planning Commission
From: Charles Ewert
Date: November 4, 2026
Subject: Bennet Addition 1 Rezone Re-Hearing

In the last planning commission meeting a hearing was held and recommendation forwarded for an addition of property to the Bennet Master Planned Development. The applicant desires to bring about 35 acres into the project. Due to a noticing error, the recommendation only included about 15 acres. To rectify the error, the remaining 20 acres has been scheduled for another hearing on November 10, 2026.

Attached is the same staff report that was provided for the October 13th meeting/hearing.

Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	File# ZMA2026-07, Bennet Addition: A zoning map amendment to incorporate approximately 34.59 acres across five parcels into the existing Bennet Master Planned Development, with designation as TN-Bennet.
Agenda Date:	October 13, 2026
Applicant:	Bennet LLC, Representative: Genneva Blanchard
File Number:	ZMA2026-07
Frontier Project Link:	https://frontier.co.weber.ut.us/p/Project/Index/27039

Property Information

Approximate Location:	Two additions abutting the southern edge of the Bennet development: one near 1150 South at the southwest corner and one near 4700 West at the southeast corner.
Current Zone(s):	A-1 and A-2 Zone
Proposed Zone(s):	TN-Bennet, a project-specific designation within the Traditional Neighborhood (TN) zone

Adjacent Land Use

North:	Bennet Master Planned Development/Agriculture	**South:**	Agricultural and Large Lot Residential
East:	Bennet Master Planned Development/Agriculture	**West:**	Agricultural and Large Lot Residential

Staff Information

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

Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 104, Chapter 2 (Agricultural Zones); and applicable provisions governing the Traditional Neighborhood (TN) zone and TN-Bennet development.

Legislative Decisions

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

Summary and Background

Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.

The Bennet Master Planned Development was previously considered under File #ZMA2024-16. Its development agreement was recorded January 8, 2026, as Entry No. 3400197. The original project encompasses approximately 550 acres and establishes a master-planned neighborhood framework regulated by the TN-Bennet designation, a transect map, and the recorded development agreement.

The applicant, Bennet LLC, now proposes to add five adjoining parcels totaling approximately 34.59 acres. A 5.25-acre parcel abuts the southwest corner of the original project along 1150 South. The remaining four parcels, totaling

approximately 29.34 acres, abut its southeast corner near 4700 West. The resulting amended project would encompass approximately 584.59 acres, based on the original approximate acreage.

The proposal includes a revised transect map encompassing the additional land. No other changes to the project framework, development intensity, street network, parks, or development agreement provisions have been identified. The applicant intends for the added parcels to become subject to the existing development agreement, as appropriately amended to incorporate them.

Policy Analysis

The proposed amendment is limited to incorporating adjoining land into an existing, previously approved master-planned development. The general plan already anticipates the proposed development pattern. The revised transect map provides the mechanism for assigning the added properties to the project's established neighborhood framework.

The six general rezone considerations – general plan consistency, compatibility, adjacent-property impacts, adequacy of services, natural resources, and transportation – were addressed extensively in the original Bennet staff report (prepared for the June 10, 2025 PC meeting). For this limited addition, the primary consideration is whether the added properties can be integrated into the same development framework. Their adjacency to the existing project, the General Plan's anticipated land use, and application of the existing development agreement support such integration. Site-specific development and infrastructure requirements will continue to apply through the agreement and subsequent development review.

The revised transect map and the legal description of the expanded project boundary should be incorporated into the development agreement through the appropriate amendment process. The map should clearly distinguish the newly added properties and their applicable transect districts.

Public Notice Correction. The original notice inadvertently included only the easternmost 10 acres of the proposed 30-acre property. A corrected notice was mailed seven days before the hearing, rather than the required 10 days, adding five previously unnotified property owners. To ensure adequate public participation, staff recommends that the Planning Commission consider and make a recommendation on the entire property as scheduled, then hold a second, properly noticed public hearing at its next meeting to reconsider or reaffirm its recommendation before the County Commission takes final action.

Staff recommended transect map adjustment. The proposed transect map, which is substantially based on the applicant's already approved map, shows a street intersecting with 4700 West is not likely to meet UDOT's minimum 660' distance from the existing 900 South. Further, staff is concerned that as development occurs, getting to West Weber Elementary will require traffic leaving this development to turn right (south) onto 4700 West, then make an immediate left (east) onto 900 South. Staff would not have this concern if 4700 West was a county controlled local or collector road. But where it is a state controlled arterial road, staff suggest aligning the intersection further south with the existing 900 South and 4700 West intersection, as shown in Figures 1 and 2.

Figure 1 and 2: Proposed Layout (Left) and Staff Recommended Conceptual Adjustment (Right)



Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission for File #2026-07, Bennet Addition, to rezone approximately 34.59 acres from A-1 and A-2 to TN-Bennet, subject to the following:

1. Incorporating the added parcels and proposed transect map into the existing Bennet development agreement.
2. Adjusting the proposed transect map, and any other map in the existing development agreement, to accommodate for the 900 South intersection alignment.

This recommendation is supported by the following findings:

1. The proposed addition is consistent with the anticipated land use pattern of the general plan.
2. The subject properties abut the existing Bennet development and can be governed under its established TN-Bennet master-planning framework.
3. Applying the existing development agreement, as amended to include the added properties, provides continuity of development standards and obligations.
4. The proposal is will not adversely affect the public's health, safety, or welfare.

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, based on the findings in the staff report.

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [desired edits here].*
3. *Etc.*

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet. I do so with the following findings:

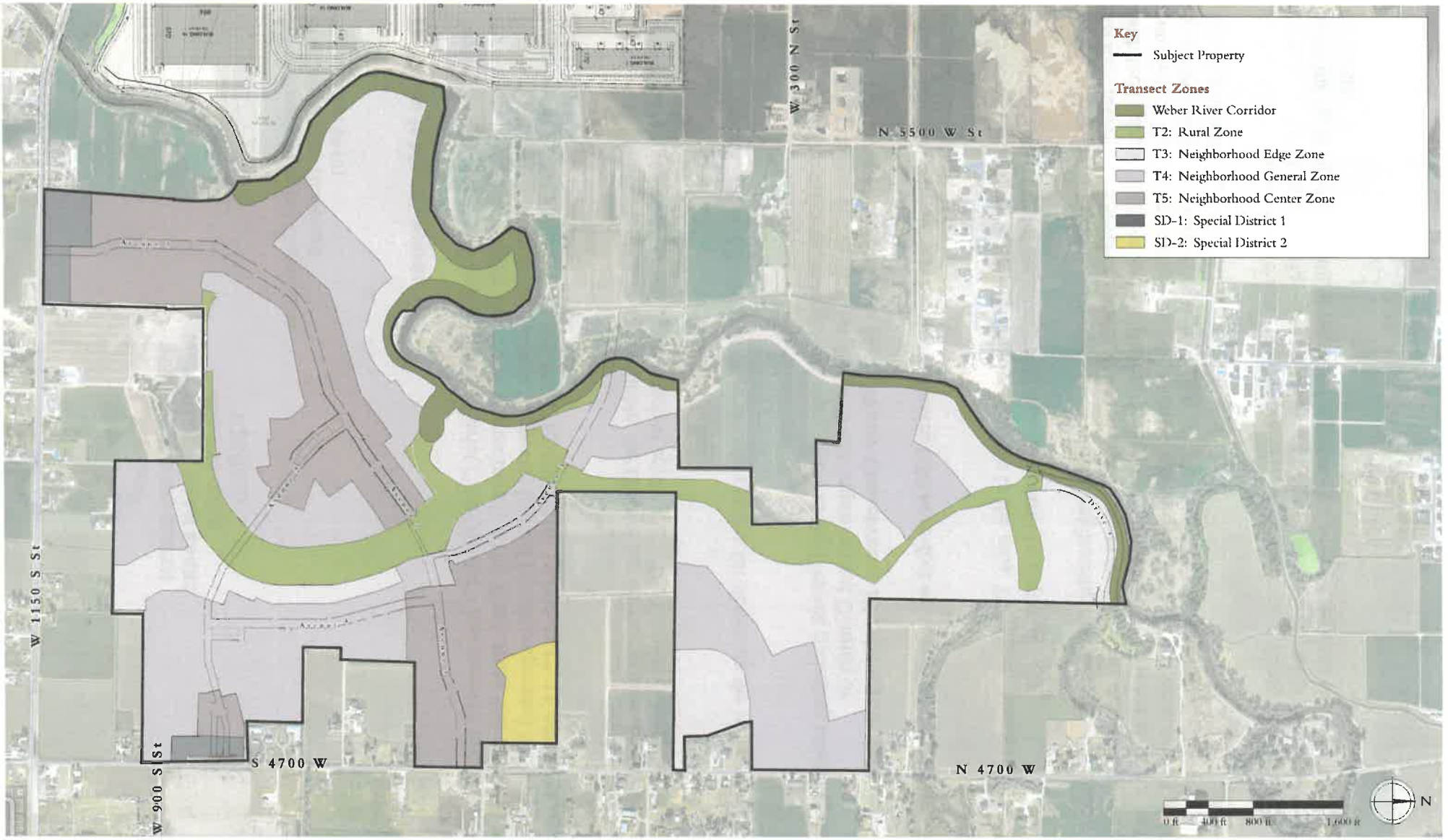
Examples findings for denial:

- *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: Omitted
Exhibit C: Omitted
Exhibit D: Omitted
Exhibit E: Staff-Generated Development Agreement Amendment.

Exhibit A: Application Information


Key
Subject Property
Transect Zones
Weber River Corridor
T2: Rural Zone
T3: Neighborhood Edge Zone
T4: Neighborhood General Zone
T5: Neighborhood Center Zone
SD-1: Special District 1
SD-2: Special District 2
W 300 N St
N 5500 W St
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
N

TAYLOR WEST WEBER WATER DISTRICT
2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
7/27/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

Taylor West Weber Water Improvement District ("the District") has received notice of an application to rezone property located at approximately **5100 West, from 900 South to 700 North**, commonly known as the **Gibson Property**, located in unincorporated Weber County and identified as Parcel Numbers. **15-326-0001, 15-050-0010, 15-054-0017, 15-050-0011, and 15-054-0031**.

Based on the information currently available, the District has sufficient capacity to support the proposed rezoning as described in the attached application. The District provides **culinary water service only**.

The developer has been advised that there are two options for obtaining the required water capacity:

1. Transfer sufficient underground water rights to the District, including changing the points of diversion to Taylor West Weber Water Improvement District; or
2. Pay the applicable **Weber Basin Water Conservancy District water right impact fee.**

The District's current impact fee study requires **0.35 acre-feet of water per equivalent residential unit (ERU).**

Pressurized secondary water is currently available in the area. Therefore, connection to **Hooper Irrigation Company** for secondary irrigation water will be required.

Once a development plan is submitted, the District's engineering department will conduct a detailed review. The proposed water system improvements must be reviewed and approved by both the District Engineer and the Board of Directors before a Final Will-Serve Letter can be considered. Following plan review, the District will issue a Will-Serve Letter outlining all applicable requirements that must be satisfied before subdivision approval and prior to the issuance of building permits.

As part of the engineering review, the District will perform a hydraulic model to evaluate system capacity and available fire flow. Based on the results of that analysis, additional improvements, including upsizing of existing or proposed water mains, may be required to meet District standards.

This letter is not a feasibility determination, Preliminary Will-Serve Letter, or Final Will-Serve Letter. It is provided solely as an acknowledgment that the District supports the proposed rezoning application based on the information currently available. Any future water service is subject to completion of the District's review process and compliance with all District standards, policies, fees, and Board approvals.

This letter is subject to ratification by the Taylor West Weber Water Improvement District Board of Directors at its meeting scheduled for **August 17, 2026, at 4:30 p.m.**

If you have any questions, please feel free to contact me.

Sincerely,

Ryan Rogers
General Manager
Taylor West Weber Water Improvement District

4700 W ST
134
135
500 S ST
W 500 S
1150 S ST
SOUTHERN PACIFIC RAILROAD RR
W 1150 S
5200 W ST
5250 W ST
1100 S ST
S 5900 W ST

Central Weber Sewer Improvement District

July 27, 2026

Charlie Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Bennet (additional parcels)
Sanitary Sewer Service
Will Serve Letter

Charlie:

At the request of Blackpine to provide sanitary sewer treatment services to the subdivision called Bennet (additional parcels), a development of 200 Residences located approximately 4700 W. 1200 S. Weber County. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.

2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.

3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:

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

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.

6. Impact fees must be paid no later than the issuance of any building permits.

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

Sincerely,

Clay Marriott

Project Manager

CC: Kevin Hall, Central Weber Sewer
Paige Spencer
Chad Meyerhoffer, Weber County
genneva@theblackpinegroup.com

Exhibit D: Staff-Generated Development Agreement Amendment.

FIRST AMENDMENT
DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

BENNET LLC, a Utah limited liability company

For the

BENNET MASTER PLANNED DEVELOPMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this **"Amendment"**) is entered into by and between WEBER COUNTY, UTAH (the **"County"**), a political subdivision of the State of Utah, and BENNET, LLC, a Utah limited liability company (the **"Master Developer"**). The County and Master Developer are the "Parties." This Amendment becomes effective as provided in Section 8 below.

RECITALS

A. The Parties entered into the Development Agreement for the Bennet Master Planned Development, recorded January 8, 2026, as Entry No. 3400197 (the **"Original Agreement"**).

B. The Original Agreement governs the Property described therein and anticipates incorporation of adjacent or contiguous land through boundary changes under Section 8.16.

C. Master Developer has requested that approximately 34.59 additional acres, consisting of the five parcels identified in Schedule 1, be added to the Bennet Master Planned Development (the **"Additional Property"**). The Additional Property is contiguous to the existing project and is proposed to be rezoned to the TN-Bennet designation.

D. The purpose of this Amendment is to add the Additional Property to the defined Property and Project, update the relevant exhibits, and apply the Original Agreement's existing rights and obligations to the Additional Property without otherwise renegotiating its substantive terms.

E. The Parties acknowledge that the addition increases the acreage used to calculate maximum residential primary dwelling units under Section 8.2.1 and affects open space under Section 8.9.1, and is therefore being processed as a Substantial Amendment under Section 9.

F. This Amendment is conditioned upon all necessary land use approvals, including the associated zoning map amendment, and execution by the Parties, and transfer of the Additional Property to Master Developer.

AGREEMENT

1. **Incorporation and Interpretation.** The foregoing recitals and the schedules and exhibits to this Amendment are incorporated herein. Capitalized terms not separately defined retain their meanings in the Original Agreement. In the event of a direct conflict between this Amendment and the Original Agreement, this Amendment controls solely as to the matters expressly amended.

2. **Addition of Property.** Upon the effectiveness of this Amendment and the associated rezone, the Additional Property described in Schedule 1 and legally described in Replacement Exhibit A shall be included in the "Property" and "Project" under the Original Agreement. Pursuant to Section 8.16 of the Original Agreement, the Additional Property and its development shall be subject to the TN-Bennet zone and all applicable terms, conditions, rights, and obligations of the Original Agreement, including density, open space, infrastructure, design, and phasing provisions.

3. **Replacement Exhibits.** The following exhibits to the Original Agreement are amended and replaced in their entirety by the correspondingly designated Replacement Exhibits (Replacement Exhibits) attached to this Amendment: Exhibit A (Property Legal Description), Exhibit B-1 (Property Graphic Depiction), Exhibit B-2 (Property Depiction of Prior Zones), Exhibit C (Conceptual Design Code), Exhibit D (Project

Land Plan) and Exhibit E-1 (Major Street Transportation Plan). No replacement exhibit is effective unless attached to this fully executed and recorded Amendment.

4. **Density and Open Space.**
    a. The Maximum Residential Primary Dwelling Units shall continue to be calculated under Section 8.2.1 of the Original Agreement using the total acreage of the Property as amended.
    b. Open space shall continue to be determined and provided under Sections 8.3.2 and 8.9 and other applicable provisions.
    c. No fixed unit allocation, revised open-space ratio, or exception to any existing requirement is created by this Amendment.
5. **Prior Zones and Reversion.** For purposes of the definition of "Prior Zone" and the expiration and reversion provisions of Section 2.2.1, the prior zoning of the Additional Property shall be the A-1 and A-2 zoning applicable immediately before the associated zoning map amendment, as depicted in Replacement Exhibit B-2. The Parties do not modify the operation of Section 2.2.1.
6. **Existing Rights, Obligations, and Term.** Except as expressly modified herein, the Original Agreement remains in full force and effect. This Amendment does not terminate, replace, or restart the Original Agreement, alter its original Effective Date or Term, or release any previously accrued obligation or vested right. The Parties intend this instrument to amend the Original Agreement, not to constitute a new development agreement.
7. **Approvals; Effective Date; Recording.** Without changing the Effective Date of the Original Agreement, this Amendment shall not become effective as to the Additional Property before the later of:
    a. Approval of the associated zoning map amendment and this Amendment by the Board of County Commissioners;
    b. Execution by the Parties;
    c. Recordation of this Amendment and its complete replacement exhibits in the records of the Weber County Recorder.
8. **Recordation and Incorporated Original Agreement.** A reference copy of the Original Agreement is included with this Amendment as Exhibit F for reference and incorporation by identification. The controlling original instrument is the executed and recorded Development Agreement, Entry No. 3400197. This Amendment and the Replacement Exhibits shall be recorded as an amendment to that instrument.
9. **Miscellaneous.** The Original Agreement's provisions concerning notices, assignment, default, dispute resolution, covenants running with the land, governing law, and counterparts apply to this Amendment to the extent relevant. This Amendment may be executed in counterparts.

SIGNATURES

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

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

BENNET, LLC, a Utah Limited Liability Company

By: _____

Print Name: _____

Title: _____

Date: _____

Owner Acknowledgement

State of _____)

)ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of BENNET, LLC, a Utah limited liability company.

_____

NOTARY PUBLIC

SCHEDULE 1. ADDITIONAL PROPERTY

Parcel ID	Approx. acres	Prior zone
15-326-0001	5.25	A-2
15-050-0010	5.75	A-1 / A-2
15-054-0017	3.80	A-1 / A-2
15-050-0011	6.75	A-2
15-054-0031	13.04	A-1

Total approximate acreage: 34.59 acres.

EXHIBITS ATTACHED:

The following exhibits are attached. Any exhibit named "Replacement Exhibit" is an exhibit of this Amendment and hereby supersedes its respective exhibit in the Original Agreement. Any exhibit no so named is only an exhibit of this Amendment.

- Exhibit A: Replacement Exhibit A - Complete recordable legal description of all Property, including Additional Property.
- Exhibit B-1: Replacement Exhibit B-1 - Revised boundary graphic.
- Exhibit B-2: Replacement Exhibit B-2 - Revised prior zoning graphic showing A-1 and A-2 areas.
- Exhibit C: Replacement Exhibit C - Revised Conceptual Design Code.
- Exhibit D: Replacement Exhibit D - Revised Project Land Plan.
- Exhibit E-1: Replacement Exhibit E-1 - Revised Major Street Transportation Plan, only if changed.
- Exhibit F: Original Agreement.

EXHIBIT A

REPLACEMENT EXHIBIT A - COMPLETE RECORDABLE LEGAL DESCRIPTION OF ALL PROPERTY, INCLUDING ADDITIONAL PROPERTY.

Legal Description of "Additional Property":

15-326-0001:

ALL OF LOT 1, K & K MOO VIEW SUBDIVISION, WEBER COUNTY, UTAH.

15-050-0010:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTEROF SECTION 17; THENCE NORTH 3.1 CHAINS; THENCE NORTH 89D36'WEST 20 CHAINS; THENCE SOUTH TO SOUTH QUARTER SECTION LINE;THENCE EAST 20 CHAINS TO BEGINNING.

15-054-0017:

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATTHE NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCESOUTH 1.9 CHAINS; THENCE NORTH 89D36' WEST 20 CHAINS; THENCENORTH 1.9 CHAINS TO SECTION LINE; THENCE EAST 20 CHAINS ALONGSECTION LINE TO THE POINT OF BEGINNING.

15-050-0011:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING 3.47 CHAINS NORTH OF THE SOUTHWEST CORNER OFSECTION 17; THENCE SOUTH 89D36' EAST 20 CHAINS; THENCE SOUTHTO SOUTH QUARTER SECTION LINE; THENCE WEST 20 CHAINS; THENCENORTH 3.47 CHAINS TO BEGINNING.

15-054-0031:

PART OF NORTHWEST QUARTER SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATNORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 6.53 CHAINS;THENCE SOUTH 89D36' EAST 951.15 FEET, MORE OR LESS, THENCEALONG AN OLD FENCE SOUTH 89D37'58" EAST 95.52 FEET, THENCESOUTH 88D57'37" EAST 180.17 FEET, THENCE SOUTH 89D56'42" EAST93.16 FEET (BOUNDARY LINE AGREEMENT E# 2180018), THENCE NORTH6.53 CHAINS, THENCE WEST ALONG SECTION LINE TO BEGINNING.

Legal Description of original acreage from Original Agreement:

A parcel of land located in the East Half of Section 7, West Half of Section 8, West Half of Section 17, East Half and Southwest Quarter of Section 18, and Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the Center of Section 17 (6N2W17C – 2023); thence S. 00°54'07" W. 325.91 feet along the Quarter Section Line; thence N. 89°33'05" W. 925.90 feet to the center of an existing ditch; thence along the center of said existing ditch the following three (3) courses: 1) S. 01°00'48" W. 266.57 feet; 2) S. 00°08'28" W. 318.02 feet; 3) S. 00°54'43" E. 76.40 feet to a northerly edge of dirt road; thence N. 89°06'16" W. 130.79 feet along said northerly edge of dirt road to a north extension of the centerline of an existing ditch; thence along said extension and centerline of existing ditch the following tow (2) courses: 1) S. 00°14'35" W. 271.83 feet; 2) S. 02°19'14" E. 81.27 feet; thence S. 89°09'36" E. 673.52 feet; thence S. 01°49'43" W. 506.66 feet to a rebar and yellow cap stamped "Gardner Engineering" and existing fence; thence S. 88°44'54" E. 340.26 feet along said existing fence to a rebar and yellow cap stamped "Gardner Engineering" and a westerly right-of-way line of 4700 West Street; thence S. 01°06'08" W. 513.34 feet along said westerly right-of-way line to a rebar and yellow cap stamped "Gardner Engineering" and existing fence; thence N. 89°03'02" W. 1,304.03 feet along said existing fence to a rebar and yellow cap stamped "Gardner Engineering"; thence N. 00°34'19" E. 6.70 feet to a easterly extension of an old existing wire fence; thence N. 89°51'09" W. 1,317.23 feet along said extension and old existing wire fence and extension thereof to the Section Line; thence N. 00°44'30" E. 136.95 feet along said Section Line; thence N. 89°19'20" W. 1,393.18 feet to an along an existing wire fence to a fence post; thence S. 01°57'57" W. 139.10 feet; thence S. 01°05'40" W. 192.54 feet; thence S. 01°03'13" W. 383.32 feet to an along an existing fence; thence along said existing fence the following six (6) courses: 1) S. 01°38'51" W. 336.73 feet; 2) S. 03°54'55" W. 47.92 feet; 3) S. 06°30'05" W. 46.97 feet; 4) S. 19°10'57" W. 12.75 feet; 5) S. 33°37'26" W. 18.71 feet; 6) S. 01°57'07" W. 258.51 feet to the northerly right-of-way line of 1200 Street also, known as Project No. LG_WC_1200 South; thence N. 88°48'23" W. 810.00 feet along said northerly right-of-way line to the easterly line of K & K Moo View Subdivision recorded August 2, 2002 as Entry No. 1866233 in Book 56, at Page 19 in the Office of the Weber County Recorder; thence along said K & K Moo View Subdivision the following two (2) courses: 1) N. 04°26'49" E. 1,130.77 feet; 2) N. 86°44'10" W. 202.66 feet to the northwesterly corner of said K & K Moo View Subdivision and an existing fence; thence N. 04°41'07" E. 209.84 feet along said existing fence; thence N. 07°27'33" E. 62.39 feet along said existing fence; thence N. 03°02'11" E. 48.67 feet along a broken fence; thence N. 00°07'35" E. 61.59 feet along a broken fence; thence N. 23°41'14" W. 66.55 feet to a fence corner; thence along said fence the following two (2) courses: 1) N. 23°04'15" W. 51.55 feet; 2) N. 44°38'16" W. 85.79 feet to a railroad tie; thence N. 61°43'07" W. 65.61 feet to the center of channel of Weber River; thence along said center of channel of Weber River the following thirty-six (36) courses: 1) N. 30°18'11" E. 14.34 feet; 2) N. 04°52'41" W. 272.77 feet; 3) N. 35°48'16" W. 294.17 feet; 4) N. 69°59'01" W. 378.34 feet; 5) N. 47°23'38" W. 313.57 feet; 6) N. 37°12'51" W. 290.22 feet; 7) N. 12°18'57" W. 168.55 feet; 8) N. 08°15'50" E. 124.04 feet; 9) N. 14°23'03" E. 443.45 feet; 10) N. 85°56'51" E. 180.52 feet; 11) S. 74°02'23" E. 225.40 feet; 12) S. 78°53'20" E. 263.31 feet; 13) S. 89°27'21" E. 433.05 feet; 14) N. 60°19'39" E. 237.66 feet; 15) N. 43°53'15" E. 155.25 feet; 16) N. 21°59'13" E. 169.36 feet; 17) N. 23°33'34" W. 177.12 feet; 18) N. 37°53'31" W. 228.96 feet; 19) N. 25°11'53" E. 124.39 feet; 20) N. 73°36'04" E. 198.80 feet; 21) N.

85°56'24" E. 230.55 feet; 22) S. 73°26'31" E. 162.75 feet; 23) S. 41°30'10" E. 177.43 feet; 24) S. 11°13'36" E. 159.60 feet; 25) S. 00°27'13" W. 85.79 feet; 26) S. 09°42'20" W. 75.94 feet; 27) S. 15°26'29" W. 44.53 feet; 28) S. 28°20'57" W. 114.74 feet; 29) S. 33°47'02" W. 77.48 feet; 30) S. 28°17'35" W. 80.69 feet; 31) S. 06°42'37" W. 69.66 feet; 32) S. 00°18'17" W. 46.40 feet; 33) S. 09°29'25" E. 57.10 feet; 34) S. 28°26'30" E. 64.60 feet; 35) S. 43°38'03" E. 78.32 feet; 36) S. 49°03'06" E. 44.57 feet; thence S. 00°44'30" W. 90.49 feet to the top bank of the Weber River; thence along said top bank of the Weber River the following thirteen (13) courses: 1) S. 52°56'51" E. 69.44 feet to a point of tangency with a 275.00 feet radius to the left, concave North; 2) Easterly 472.87 feet along the arc of said curve, through a central angle of 98°31'21" (Chord bears N. 77°47'28" E. 416.73 feet); 3) N. 28°31'47" E. 319.08 feet; 4) N. 53°50'39" E. 114.80 feet; 5) N. 37°12'37" E. 280.54 feet; 6) N. 18°27'47" E. 185.42 feet to a point of tangency with a 550.00 feet radius to the left, concave westerly; 7) Northerly 460.05 feet along the arc of said curve, through a central angle of 47°55'31" (Chord bears N. 05°29'59" W. 446.75 feet); 8) N. 29°27'44" W. 297.86 feet; 9) N. 38°36'35" W. 144.11 feet; 10) N. 45°25'13" W. 177.78 feet to a point of tangency with a 275.00 feet radius to the right, concave easterly; 11) Northerly 384.56 feet along the arc of said curve, through a central angle of 80°07'24" (Chord bears N. 05°21'31" W. 353.99 feet); 12) N. 34°42'11" E. 158.99 feet; 13) N. 13°51'45" E. 234.56 feet; thence to and along an existing wire fence the following two (2) courses: 1) N. 87°32'10" E. 132.46 feet; 2) S. 89°31'53" E. 658.06 feet to the Section Line; thence N. 00°44'37" E. 649.12 feet along the Section Line to the Northwest Corner of said Section 17 (6N2W18NE – 1963); thence S. 89°43'59" E. 500.00 feet along the Section Line; thence N. 00°18'59" W. 596.81 feet; thence to and along an existing wire fence the following three (3) courses: 1) N. 89°38'14" W. 741.41 feet; 2) N. 05°56'52" E. 202.29 feet; 3) N. 85°17'34" W. 643.96 feet to said top bank of the Weber River; thence along said top bank of the Weber River the following seventeen (17) courses: 1) N. 08°30'10" E. 230.11 feet; 2) N. 00°40'13" W. 232.22 feet; 3) N. 07°52'21" E. 438.26 feet; 4) N. 30°57'57" E. 120.64 feet; 5) N. 56°14'58" E. 360.09 feet to a point of tangency with a 850.00 feet radius to the left, concave northwesterly; 6) Northeasterly 653.13 feet along the arc of said curve, through a central angle of 44°01'32" (Chord bears N. 34°14'13" E. 637.18 feet); 7) N. 12°13'27" E. 80.73 feet; 8) N. 20°52'33" E. 203.01 feet; 9) N. 18°41'57" E. 307.33 feet; 10) N. 50°56'30" E. 88.91 feet; 11) N. 56°35'00" E. 129.38 feet; 12) N. 63°17'55" E. 127.45 feet; 13) N. 72°57'00" E. 71.26 feet; 14) N. 79°49'34" E. 186.95 feet; 15) S. 83°18'14" E. 149.03 feet; 16) S. 75°00'05" E. 254.48 feet; 17) N. 79°04'38" E. 102.05 feet to an existing wire fence shown on that Record of Survey filed as #834 in the Office of the Weber County Surveyor; thence along said existing fence shown in said Record of Survey filed as #834 the following two (2) courses: 1) S. 01°10'31" W. 693.30 feet; 2) S. 01°15'46" W. 490.92 feet; thence S. 01°16'22" W. 1,062.40 feet along said existing fence as shown on that Record of Survey filed as #2559 in the Office of said Surveyor to a fence corner on the northerly side of an existing 20.00-foot right of way; thence S. 00°00'03" W. 20.04 feet; thence S. 88°43'44" E. 1,567.76 feet to the Quarter Section Line; thence S. 00°51'09" W. 1,023.31 feet along the Quarter Section Line to the North Quarter Corner of said Section 17; thence N. 89°43'59" W. 432.74 feet along the Section Line to the northwesterly corner of Hucknall Torkard Villas recorded May 25, 2018 as Entry No. 2922676 in Book 83, at Page 45 in the Office of the Weber County Recorder; thence along said Hucknall Torkard Villas the following four (4) courses: 1) S. 07°02'52" E. 91.36 feet; 2) S. 18°57'16" E. 341.07 feet; 3) S. 00°39'01" E. 188.19 feet; 4) S. 89°12'29" E. 301.27 feet to the Quarter Section Line; thence S. 00°41'56" W. 70.03 feet along the Quarter Section Line to the northeasterly corner of a parcel of land shown on that Record of Survey filed as #539 in the Office of said Surveyor; thence along said parcel shown on said Record of

Survey filed as #539 the following three (3) courses: 1) N. 89°12'29" W. 2,474.95 feet; 2) S. 00°41'57" W. 1,074.64 feet; 3) S. 89°19'25" E. 2,242.00 feet to the northwesterly corner of Lot 1, Ingram Subdivision recorded March 19, 2013 as Entry No. 2625850 in Book 73, at Page 84 in the Office of said Weber County Recorder; thence S. 00°42'08" W. 661.53 feet along the westerly line of said Ingram Subdivision and CJ Hancock Subdivision recorded September 22, 2010 as Entry No. 2492767 in Book 71, at Page 58 in the Office of said Recorder and extension thereof; thence S. 89°18'04" E. 224.44 feet to and along and existing wire fence to the Quarter Section Line; thence S. 00°54'09" W. 243.85 feet along said Quarter Section Line to the Point of Beginning.

The above-described parcel contains 24,459,473 sq. ft. or 561.512 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 00°54'07" W. along the Quarter Section line between the Center of Section 6N2W17C - 2023 and the South Quarter Corner of said Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT B-1

REPLACEMENT EXHIBIT B-1 - REVISED BOUNDARY GRAPHIC

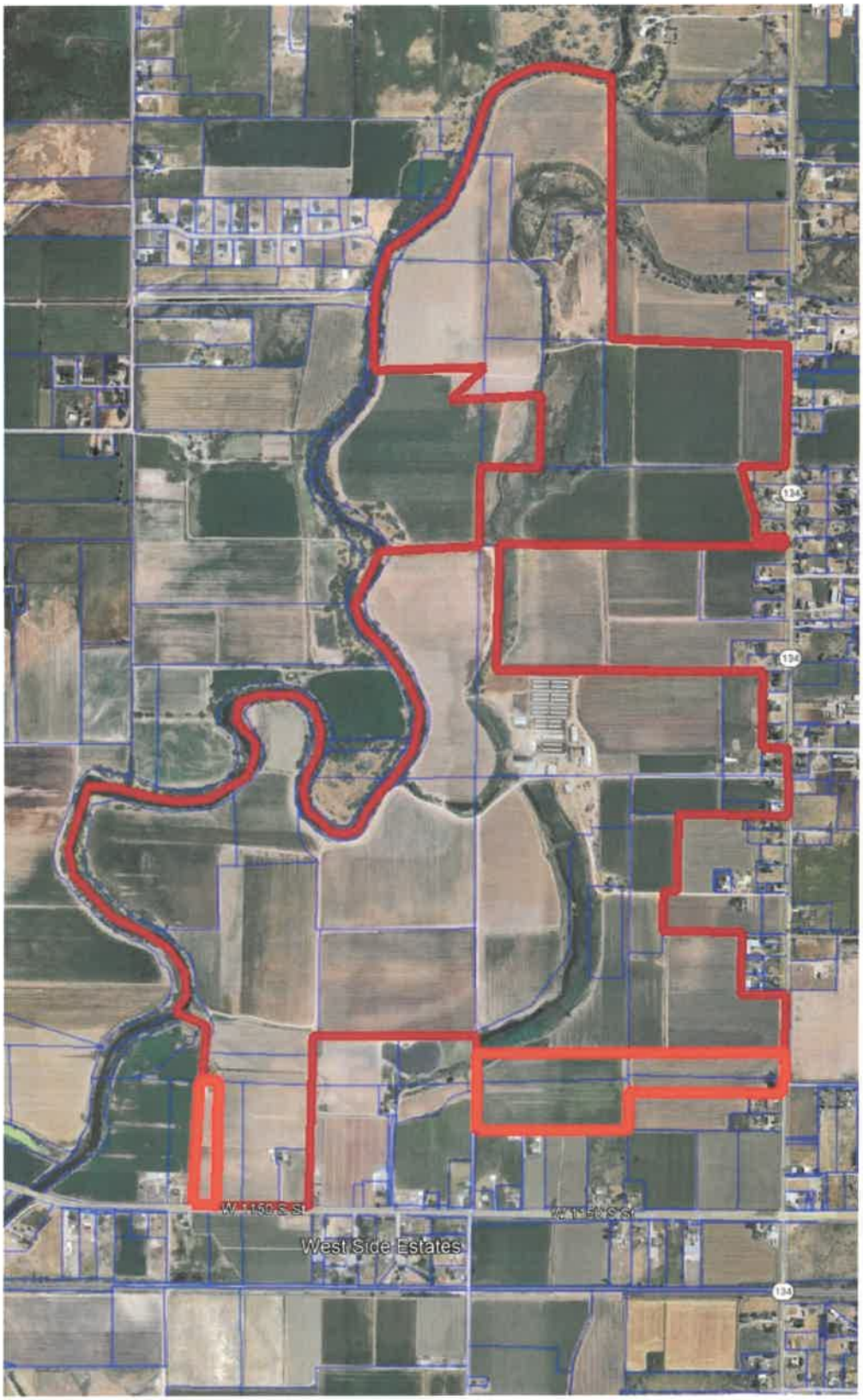


EXHIBIT B-2

REPLACEMENT EXHIBIT B-2 - REVISED PRIOR ZONING GRAPHIC SHOWING A-1 AND A-2 AREAS.

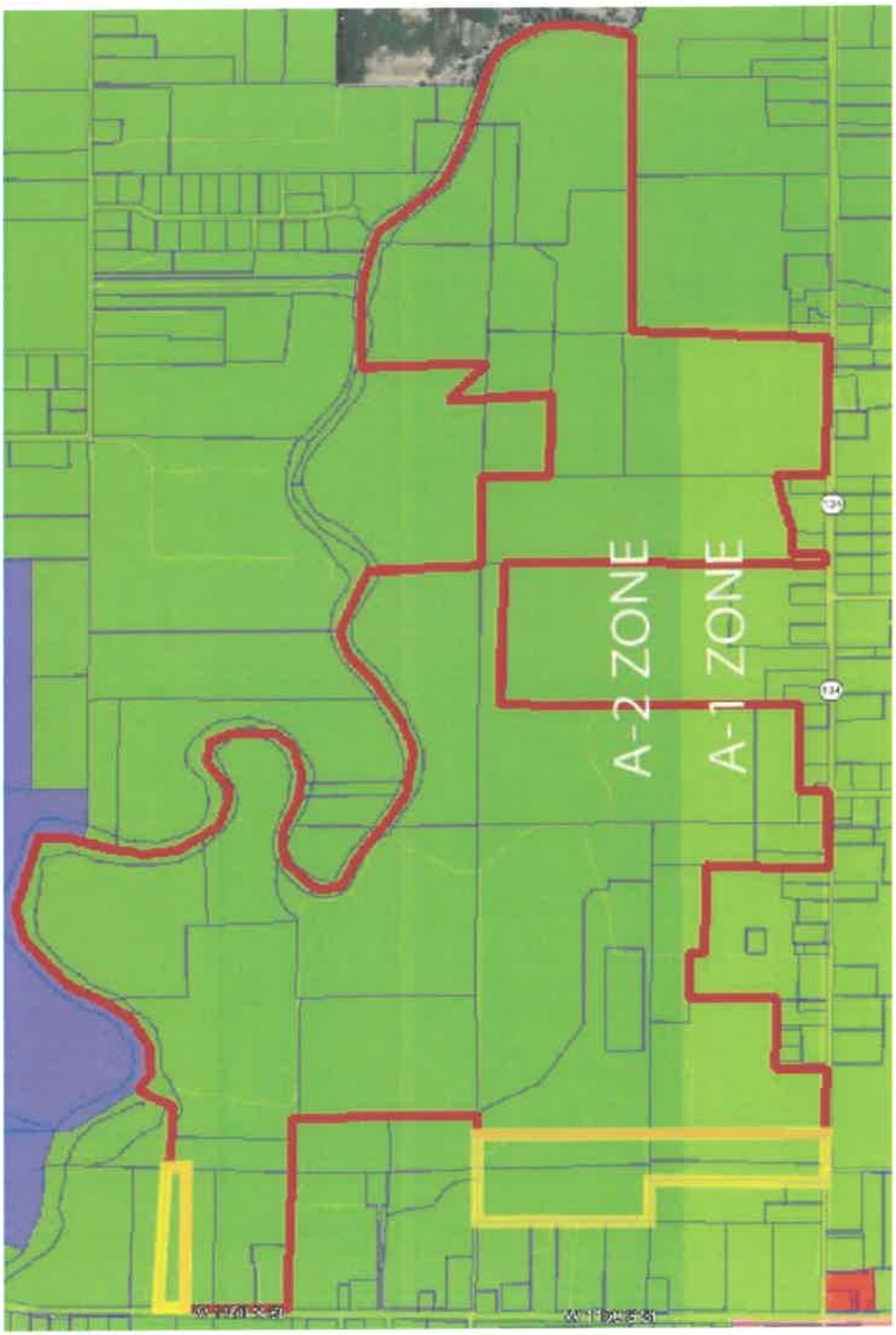


EXHIBIT C

REPLACEMENT EXHIBIT C - REVISED CONCEPTUAL DESIGN CODE.

Staff Notes

- *The map at the front of the Conceptual Design Code:*
  - *Revise to include Additional Property*
  - *Ensure streets are aligned to connect to 4700 West at existing 900 South and 400 South intersections.*

EXHIBIT D

REPLACEMENT EXHIBIT D - REVISED PROJECT LAND PLAN

Staff Notes

- *The revised updated map is titled "Transect Map." It needs to be retitled to "Revised Project Land Plan"*
- *Revise to include Additional Property and to move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South). Example (from staff) illustrated below:*

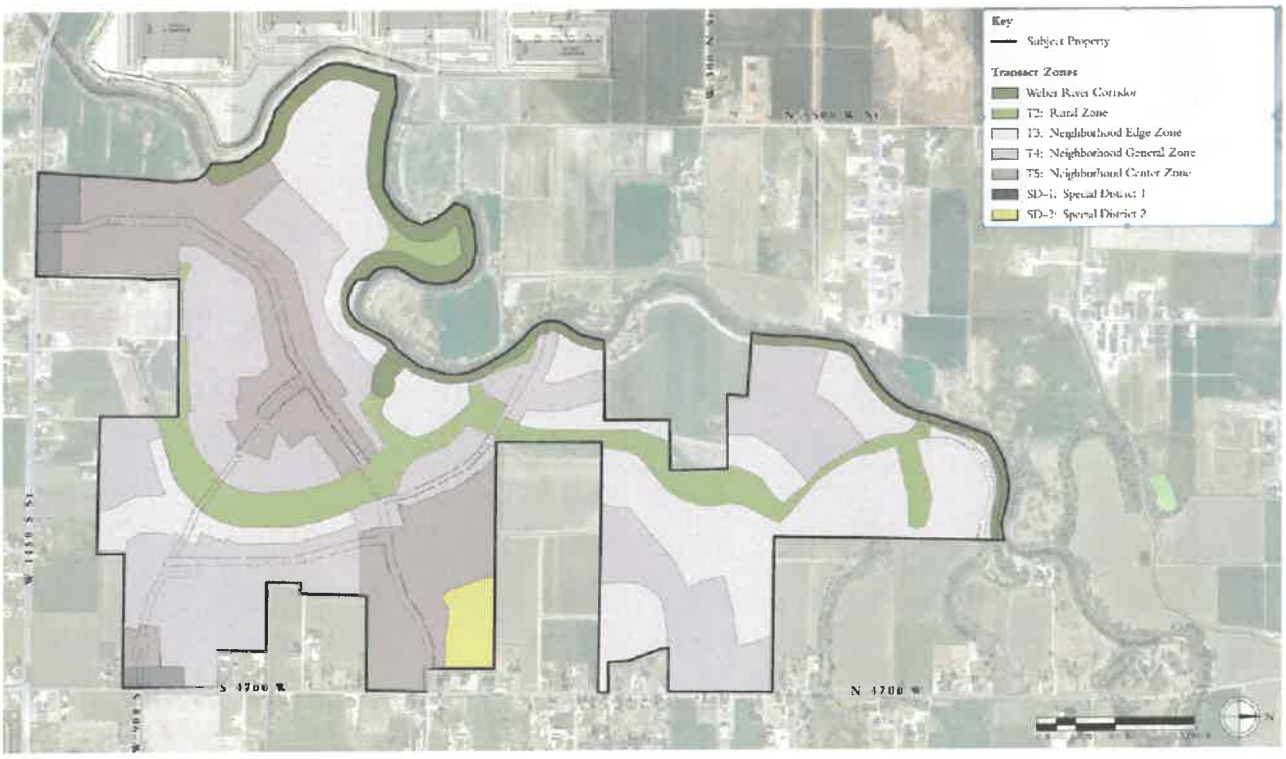


EXHIBIT E-1

REPLACEMENT EXHIBIT E-1 - REVISED MAJOR STREET TRANSPORTATION PLAN

Staff Notes

- *Revise to include Additional Property*
- *Move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South).*

EXHIBIT F

ORIGINAL AGREEMENT.

801-399-8791
2380 Washington Blvd. Ste 240, Ogden, UT. 84401
www.webercountyutah.gov/planning/

WEBER COUNTY
PLANNING DIVISION

MEMORANDUM

To: Weber County Planning Commission
From: Charles Ewert
Date: November 4, 2026
Subject: Riverbend Farms Rezone Decision Reconsideration

On October 13, following a public hearing and deliberation, the Planning Commission forwarded a negative recommendation to the County Commission on the Riverbend Farms R1-15 rezone application. A primary reason for the negative recommendation was uncertainty regarding the County's ownership of right-of-way (ROW) along 3600 West and, consequently, its ability to require street improvements sufficient to accommodate the proposed additional density.

During its October 19 work session, the County Commission discussed the application and the Planning Commission's negative recommendation with staff and the applicant. The applicant presented information suggesting that the County may own more ROW than previously understood and that this information might have influenced the Planning Commission's recommendation had it been better understood at the time. The County Commissioners directed staff to return the application to the Planning Commission for reconsideration before taking formal action on the rezone.

Following further investigation, the applicant has provided the attached survey assessment of existing ROW ownership along 3600 West. Staff annotations are included in red. The assessment indicates that significant portions of the street's ROW have been formally dedicated to the County over time. Although most recorded dedications provide only a half-width (33 feet), consideration of the existing traveled roadway on the opposite side suggests that, with limited exceptions, a 30-foot-wide asphalt roadway can substantially be accommodated by adjusting the alignment to avoid properties without recorded ROW dedications.

Meanwhile, the applicant has begun discussions with several owners of properties where ROW has not been formally dedicated and reports positive progress toward acquiring additional ROW. The applicant is pursuing and will continue to pursue mutual gain opportunities

The attached assessment is not intended to establish the final alignment of the proposed 3600 West improvements. Rather, it explores a conservative, worst-case scenario in which no additional property owners are willing to dedicate ROW and the County cannot rely on any ROW rights that may have been established through historic public use.

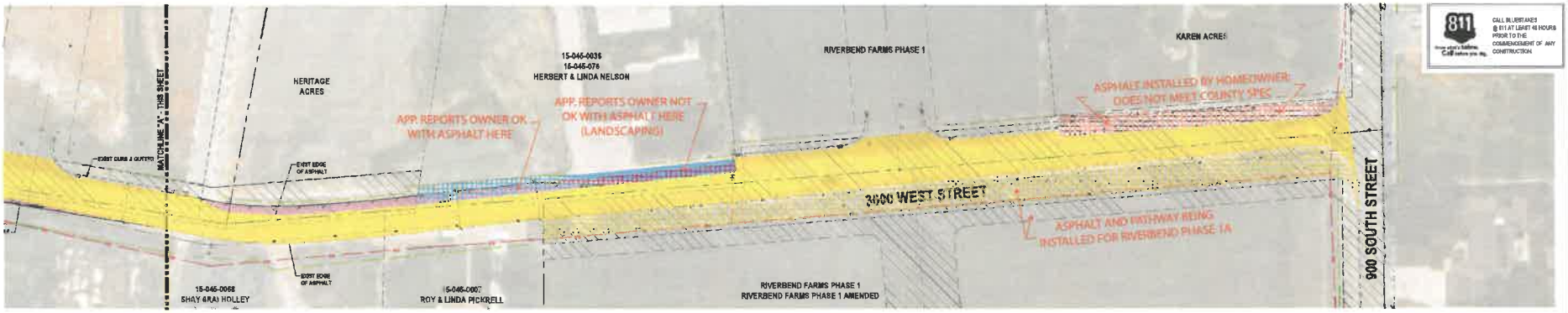
Importantly, the absence of a recorded dedication does not necessarily mean that a public ROW does not exist. Rather, the existence and extent of any such ROW has not been formally adjudicated. Historic use of the traveled roadway, shoulders for emergency pull-offs, drainage swales and ditches, public utility locations, fence lines, and other physical evidence may support a determination that the public has established ROW across some or all of the properties lacking formal dedication. While the county may on behalf of the general public one day advance such claims in defense of its perceived right-of-way, the County Attorney's Office has advised exercising considerable caution before making such assertions for the purpose of facilitating private development.

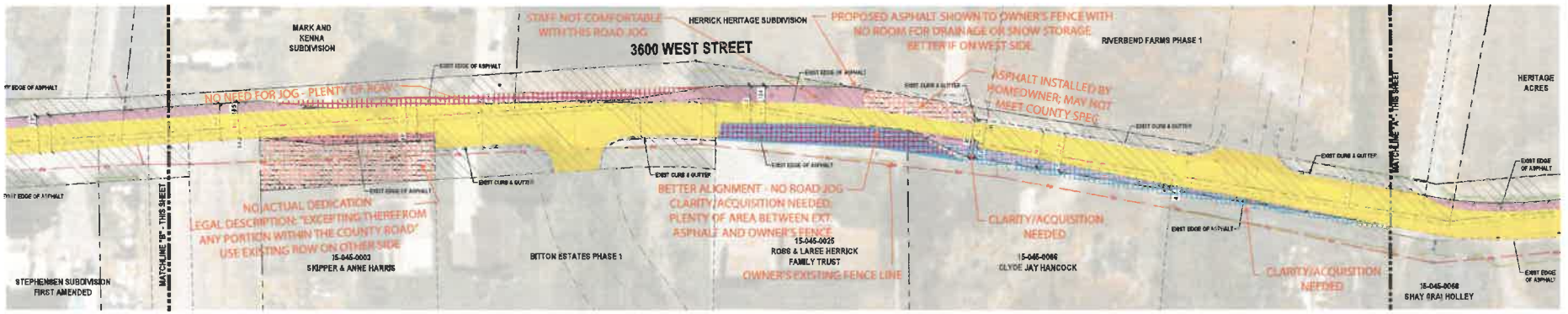
This underscores the importance of establishing greater certainty regarding available ROW. The attached assessment provides a substantially clearer picture of the extent to which existing recorded dedications, together with the established roadway, may accommodate the improvements needed to support development in the area without relying on what could potentially be disputable ROW claims.

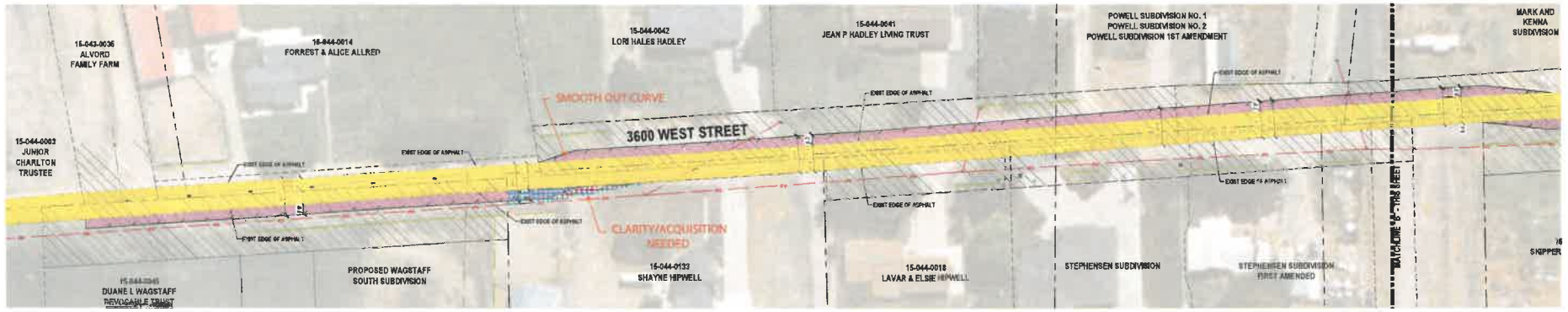
Although some engineering and safety concerns remain regarding potential shifts or jogs in the alignment of the proposed 30-foot-wide asphalt roadway, staff's concern regarding the availability of sufficient ROW to facilitate road widening has been significantly reduced. Even if certain segments must be tapered to 26 feet of asphalt (Fire Authority's minimum width), staff believes such improvements could adequately serve the proposed rezone and other development along the corridor.

In reconsidering the Riverbend Farms rezone application, the Planning Commission should evaluate whether the additional ROW information sufficiently addresses the concerns underlying its previous negative recommendation, while also considering any other concerns raised during its original review.

The staff report from the October 13 Planning Commission meeting is attached for reference.



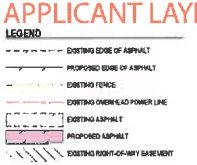


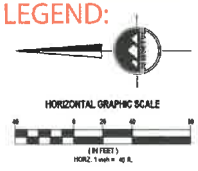


STAFF NOTES LEGEND:

- EXISTING COUNTY-MAINTAINED ASPHALT
- COUNTY-MAINTAINED ASPHALT UNDER CONSTRUCTION
- IDEAL ASPHALT IMPROVEMENTS IN ADDITION TO THOSE ILLUSTRATED BY APP
- STAFF-IDENTIFIED CONCERNS
- NEEDS CLARIFICATION, DETERMINATION, OR OTHERWISE ACQUISITION FOR 30' ASPHALT WITH REASONABLE DRAINAGE/SNOW STORAGE SHOULDER

APPLICANT LAYERS LEGEND:





ENSIGN
THE STANDARD IN ENGINEERING
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919 North 400 West
Layton, UT 84041
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SANDY
Phone 801.255.0529
TOOELE
Phone 435.843.3590
CEDAR CITY
Phone 435.865.1453
RICHFIELD
Phone 435.896.2983
WWW.ENSIGNENG.COM

FOR:
NILSON LAND DEVELOPMENT
1749 COMBE ROAD #2
OGDEN, UTAH 84403
CONTACT:
JED NILSON
PHONE: 801-389-6100

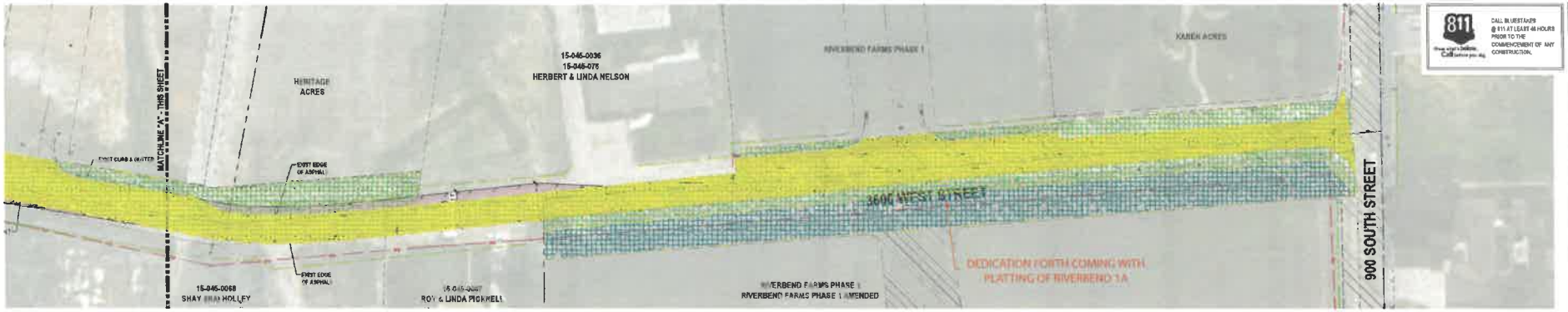
3600 WEST ROAD RIGHT-OF-WAY

3600 WEST 900 SOUTH
WEBER COUNTY, UTAH

3600 WEST STREET
EXHIBIT

PROJECT NUMBER: 14621
PRINT DATE: 2026-11-02
PROJECT MANAGER: T. WILLIAMS
DESIGNED BY: M.E.LIMER

2 OF 2







STAFF NOTES LEGEND:

- EXISTING COUNTY-MAINTAINED ASPHALT
- ROW DEDICATION PENDING
- FORMALLY DEDICATED ROW

LEGEND

- EXISTING EDGE OF ASPHALT
- PROPOSED EDGE OF ASPHALT
- EXISTING FENCE
- EXISTING OVERHEAD POWER LINE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING RIGHT-OF-WAY EASEMENT

HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ. 1 inch = 40 ft.

811 CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

ENSIGN
THE STANDARD IN ENGINEERING

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919 North 400 West
Layton, UT 84041
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SANDY
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TOOELE
Phone 435.843.3590

CEDAR CITY
Phone 435.865.1453

RICHFIELD
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WWW.ENSIGNENG.COM

FOR:
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1740 COMBE ROAD #2
OGDEN, UTAH 84403

CONTACT
JED NILSON
PHONE 801-387-8100

3600 WEST ROAD RIGHT-OF-WAY

3600 WEST 900 SOUTH
WEBER COUNTY, UTAH

3600 WEST STREET EXHIBIT

PROJECT NUMBER 14831
PRINT DATE 2026-11-02
PROJECT MANAGER T. WILLIAMS
DESIGNED BY M. ELMER

Weber County Planning Division

Staff Report to the Weber County Planning Commission

Synopsis

Application Information

Application Request: File #ZMA2026-10, Riverbend Farms: Rezone Riverbend Farms Development from A-2 to R1-15, with dedication of at least 20 acres along the Weber River for public park purposes.

Agenda Date: October 13, 2026

Applicant: Nilson Land Holdings, LLC (Nilson Homes); Representative: Lacy Richards

File Number: ZMA2026-10

Frontier Project Link: https://frontier.co.weber.ut.us/p/Project/Index/24379

Property Information

Approximate Location: Approximately 775 South 3500 West

Current Zone(s): A-1 and A-2 Zone

Proposed Zone(s): R1-15 (Residential) and potentially O-1 for the park land.

Adjacent Land Use

North: Large-lot residential/agriculture

South: Large-lot residential/agriculture

East: Agriculture residential

West: Small- and medium-lot

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 102, Chapter 6 (Development Agreements); Title 104, Chapter 2 (Agricultural Zones); Title 104, Chapter 12 (Residential Zones); and potentially Title 104, Chapter 26 (Open Space Zone); subdivision, development agreement, and infrastructure standards.

Legislative Decisions

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

Summary and Background

Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.

Riverbend Farms was originally approved as a three-phase agricultural cluster subdivision. The original approval provided 97 residential lots, approximately 29.02 acres of private agricultural open space, approximately two acres of HOA open space, and approximately five acres reserved for a secondary water reservoir. Phases 1 and 2 have been constructed; Phase 3 was approved for 23 lots but remains unbuilt. A separate, pending amendment would add 10 lots within the prior cluster subdivision framework. That amendment has not received final plat approval, but is entitled to approval under existing laws.

The proposed rezone and agreement would replace the remaining private agricultural open-space arrangement with a 20-acre public park dedication along the Weber River and additional residential development. If approved, the Riverbend Farm development could have up to 156 lots at final buildout, compared with 107 lots under the original approval plus the pending 10-lot amendment. This is a net increase of 49 lots. The draft development agreement caps development within its Phases 3 and 4 area at 72 dwelling units, including some dwelling units in the previously approved Phase 3.

The existing two-acre HOA open space and five-acre reservoir property would remain. The agricultural conservation easement recorded for Phases 1 and 2 is held by Weber County and would require appropriate modification or release where affected. Phase 3 open space remains protected by the earlier subdivision approval, even though its open space easement has not yet been recorded. The draft development agreement will apply to the remaining phases and to the proposed parkland, but not to the already developed Phases 1 and 2.

The draft agreement identifies the timing of dedication with subdivision platting. The agreement also addresses street improvements, pathway connections, infrastructure responsibilities, and fallback development provisions. The attached draft development agreement is the staff-supported agreement. The applicant may have additional items for the planning commission to consider.

Of worth to note: the applicant has decided to not include Riverbend Farms in the "road agreement" that was discussed with the planning commission in their October 6, 2026 meeting. It is being presented as a stand-alone project.

Given staff's discussion points in this report and the attached draft agreement, staff finds that the proposal is generally supported by the general plan.

Policy Analysis

Original Cluster Sub (A-1/A-2 Zones)

Phase	Lot Count	Open Space		
			Type	Acres
1	48	PHASE TOTAL O.S.:		15.56
1		O.S. Parcel A	Private Ag.	3.79
1		O.S. Parcel H	Utility	5.00
1		O.S. Parcels B-F	HOA	1.84
1		O.S. Parcel G	Private Ag.	8.72
2	26	PHASE TOTAL O.S.:		10.81
2		O.S. Parcel L	Private Ag.	10.81
3	23	PHASE TOTAL O.S.:		0.15
3		O.S. Parcels	HOA	0.15
3		O.S. Parcel "X"	Private Ag.	5.70
			Private Ag.:	29.02
Grand Total	97		Public Park:	0.00
			HOA:	1.99
			Utility:	5.00

Amended Cluster Sub (A-1/A-2 Zones)

Phase	Lot Count	Open Space		
			Type	Acres
1	58	PHASE TOTAL O.S.:		15.56
1A	10			0.00
1		O.S. Parcel H	Utility	5.00
1		O.S. Parcels B-F	HOA	1.84
1		O.S. Parcel G	Private Ag.	8.72
2	26	PHASE TOTAL O.S.:		10.81
2		Parcel L	Private Ag.	10.81
3	23	PHASE TOTAL O.S.:		0.15
3		O.S. Parcels	HOA	0.15
3		O.S. Parcel "X"	Private Ag.	5.70
			Private Ag.:	25.23
Grand Total	107		Public Park:	0.00
			HOA:	1.99
			Utility:	5.00

Proposed Changes (R1-15 and O-1 Zones)

Phase	Lot Count	Open Space		
			Type	Acres
1	58	PHASE TOTAL O.S.:		6.84
1A	10			0.00
1		O.S. Parcel H	Utility	5.00
1		O.S. Parcels B-F	HOA	1.84
4	46	PHASE TOTAL O.S.:		3.15
4		O.S. Parcels	Public Park	0.12
4		Added O.S. Parcel	Public Park	3.03
2	26	PHASE TOTAL O.S.:		10.81
2		Parcel L	Public Park	10.81
3	26	PHASE TOTAL O.S.:		0.15
3			HOA	0.15
3		O.S. Parcel "X"	Public Park	5.70
			Private Ag:	0.00
Grand Total	156		Public Park:	19.66
			HOA:	1.99
			Utility:	5.00

The following analysis addresses the six legislative rezone considerations established by Weber County Code, using the adopted August 13, 2024 Western Weber General Plan as the principal policy reference.

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

The General Plan designates the residential portion of the property as Medium-Large Lot Residential and the river corridor as Public Park/Recreation. The proposed single-family residential use is generally compatible with the residential designation. Even though the R1-15 zoning allows smaller lots than a conventional medium-large-lot subdivision, it does not allowed greater density than a traditional medium-large lot residential subdivision. Rather, it allows lots to be mixed and/or clustered to provide the developer with variety in available product, and ultimately to provide the community with a mix of housing types. This concept is highly favored in the general plan. The draft agreement provides an opportunity to evaluate the additional density in light of its public benefits.

The minimum 20-acre park dedication directly advances the Public Park/Recreation designation and the plan's Emerald Necklace vision of a connected public park and trail system along the Weber River.

General Plan Smart Growth Principles

The General Plan's basic smart growth expectations address street and pathway connectivity, open space and recreation, dark-sky design, water conservation, and air quality. The proposal provides a connected street and pathway framework and substantial river corridor parkland. County dark-sky requirements already apply, and no special dark-sky benefit beyond code compliance is offered. The applicant has not committed to additional air-quality improvements, environmental enhancements, or exceptional water-conservation measures beyond applicable requirements.

The plan's exemplary smart growth provisions also encourage varied housing, smaller housing responsive to affordability needs, superior trails and streets, improved parks, energy efficiency, solar energy and storage, distinctive design, and agricultural preservation through transferable development rights. The proposed patio and starter homes provide some housing variety, but no binding affordability or above-code energy commitments. The parkland would be unimproved, with no developer-constructed trailhead, playground, or Weber River Parkway trail segment. The project offers no transferable development rights preservation of other agricultural property.

Its strongest additional benefits are public river corridor acquisition and local street and pathway connectivity. At the general plan's 10-acres of parkland per 1,000 residents, the 156 lot (Phases 1-4), should provide approximately five acres of park area. This figure includes the concept that all of the area's parks cumulatively should average about 60 percent completed park area, and about 40 percent natural park area. Most of the natural park area is planned to be along the Weber River riparian corridor.

Agricultural Preservation and Parkland Tradeoff

The earlier cluster subdivision preserved private agricultural land as consideration for allowing smaller residential lots. Including the pending Phase 1A, approximately 25.23 acres of private agricultural open space would remain.

The proposed arrangement would eliminate that agricultural preservation and dedicate at least 20 acres for a public park, including approximately three acres not previously designated as agricultural open space. These outcomes are not equivalent: private agricultural preservation protects farming potential and rural character, while public parkland offers public ownership, future access, and recreational opportunities. Much of the parkland was already protected from residential development, so its principal new benefit is the change in public ownership and future use, rather than the full acreage becoming newly protected land.

Parkland Valuation and Bitton/Herrick Contribution

The applicant estimates that the proposed parkland is worth approximately $60,000 per acre, or $1.2 million for 20 acres, relying on recently closed real estate sales presented in the comparables analysis in Exhibit A. However, staff questions whether the sales comparables support that valuation for this particular river corridor parkland. With some combination of physical work, parcel consolidation, or rezoning, each cited comparable retains potential for residential or other development. Such development potential – including land speculation based on recently approved rezones/development – can materially influence market prices, whereas the proposed parkland is currently subject to existing agricultural open-space commitments/conservation easements and floodplain constraints. Most notably, the second comparable provided, Parcel 15-090-0005, was recently submitted to Weber County by Hamblin Homes for an R1-15 residential rezone. That application illustrates the potential development value embedded in at least one

comparable. Staff is not asserting a different appraised value; rather, the comparable analysis should not be treated as conclusively establishing a $1.2 million value for the proposed park dedication.

By way of comparison, the Riverbend Farm's recommended park area of five acres – after 60 percent of it is improved, could cost a park district about $1.17M. This is based on parkland and improvement financial analysis conducted by the county in 2024.

By way of comparison, the per-acre value used for the Taylor Landing development agreement analysis, which was recorded in June 2025, estimated that truly undevelopable farmland would carry a value of less than $30,000 per acre. This value was derived from assessor's data. Staff suggested at the time that it may be an over-estimate due to a few valuation outliers. If a similar per-acre value is used, the applicant's 20-acre donation would be valued at approximately $600,000.

Thus, assuming previous computations were accurate, the applicant's proposed 20 acre parkland donation may actually be valued at approximately 50 percent of what would otherwise be expected from a 156-lot development.

Separately, the existing Bitton/Herrick Estates development, which the applicant purchased after its development agreement was approved, has a development agreement that commits $7,500 per residential lot for public park purposes. For 90 lots, that equals $675,000 in nominal 2024 dollars. The applicant is requesting to be released from the Bitton/Herrick donation in exchange for the 20-acre parkland donation plus a $400,000 cash donation.

In summary, if the 20-acre parkland is worth $600,000, combined with the $400,000 cash contribution, then the applicant's proposed public park open space contribution for both Bitton/Herrick and Riverbend equals approximately $1M. Whereas if using the 2024 park acquisition and construction value, the general plan's recommended 10 acres per 1,000 at an average 60 percent completion equals approximately $1.85M. This is essentially a value that is $850,000 less than the applicant is offering.

For this and other reasons further explained in this staff report, staff is recommending that the planning commission leave the Bitton/Herrick contribution as-is and separate from any Riverbend Farms considerations, and instead focus on obtaining what it deems appropriate for the Riverbend Farms development alone.

(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 extends an existing residential subdivision rather than introducing an isolated residential enclave. Small- and medium-lot homes to the west provide a transition, while large-lot residential and agricultural properties remain to the north, south, and east. Additional smaller lots would alter the area's rural character and intensity. The General Plan anticipates residential growth here, but the Commission should weigh that transition against the loss of previously committed agricultural open space.

If the applicant's rezone is approved, staff is recommending rezoning the already developed Phases 1 and 2 to R1-15 for consistency, without bringing those phases under the new development agreement.

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

The additional 49 lots may increase traffic, activity, and demands on infrastructure and public services. Street and pathway connections can distribute movement and improve neighborhood accessibility, but will also create new circulation relationships with surrounding properties. The development agreement and subdivision review must address access, utility capacity, stormwater, and applicable offsite impacts. The parkland dedication may provide a long-term public benefit but does not eliminate these development impacts.

(d) The adequacy of facilities and services intended to serve the subject property, including roadways, parks, police and fire protection, stormwater drainage, water supplies, wastewater, and refuse collection.

Roadways and Pathways

The draft development agreement addresses improvements to 3600 West, including widening specified segments toward a 30-foot asphalt width, a two-inch mill and overlay, right-of-way contingencies, allocation of costs, and potential lawful impact fee credits. The applicant will construct internal streets to applicable standards. The easternmost north-south street must preserve a functional future connection to Parcel 15-043-0035 without an alignment that impedes traffic flow. A 10-foot concrete multi-use pathway along that corridor and public connections to the park are contemplated.

Infrastructure Timing and Financing

The General Plan calls for growth patterns in which infrastructure keeps pace with development, rather than growth proceeding ahead of necessary public facilities. This is difficult to achieve without substantial upfront developer financing. Impact fees intended to fund eligible system improvements are commonly collected when individual building permits are issued, potentially after major infrastructure is needed. They also arrive one permit at a time, not as the lump sum required to construct a road or utility project. Utah Code Section 11-36a-602 generally requires collected impact fees to be spent or encumbered for an eligible purpose within six years. These timing constraints support requiring the developer to construct necessary improvements before or concurrently with the demand they create, using lawful reimbursement or impact fee credits when justified.

Utilities and Public Services

Adequate culinary and secondary water, sanitary sewer, stormwater facilities, emergency access, and other services must be verified through future subdivision review. Capacity and improvement requirements must be established before subdivision improvement drawings are approved. The developer remains responsible for providing required facilities and for its proportionate share of eligible offsite improvements, as determined by appropriate engineering analysis. The report does not assume capacity assurances have already been issued by individual service providers, but the applicant has provided utility provider letters of acknowledgement with the rezone applicant, which can be reviewed in Exhibit A.

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

The proposed parkland is encumbered in part by the Weber River corridor and floodplain. Placing housing outside the river corridor reduces direct residential exposure to river hazards, but the proposed land-only donation does not itself include habitat restoration or other environmental improvements.

The development itself is unlikely to degrade natural or ecological resources, but there is an ecological resource challenge to consider. The County Engineer has identified undermined concrete riprap along the parkland's riverbanks and estimates $500,000 to $700,000 in potential stabilization work. To ensure the public entity receiving the parkland does not inherit a substantial future liability, the Engineer recommends developer-funded repairs as part of the consideration for the rezone.

Combine this with the developer's 20-acre land donation and the expected public park open space contribution begins to approach the above estimated $1.85M.

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

The street and pathway framework is intended to improve connectivity and, when all stubbed streets are eventually connected, disperse local trips. The proposed improvements to 3600 West, internal street construction, future street stubs, and applicable proportionate-share obligations are relevant mitigation measures. Final determinations of traffic impacts and necessary offsite improvements should be based on appropriate engineering studies and subdivision-stage review. The Commission should not interpret the zoning amendment as waiving future proportionate-share obligations. This is provided for in the draft development agreement.

Staff Recommendation

Staff recommends a positive recommendation for File ZMA2026-10, subject to as development agreement substantially similar to the attached draft development agreement. Staff supports the proposed additional residential density and minimum 20-acre park dedication with appropriate riverbank stabilization, while

recognizing the loss of agricultural preservation and the absence of developer-funded park improvements. If the planning commission desires to consider additional park improvement, they should be added to the following staff considerations:

1. Apply R1-15 zoning to the proposed residential development areas, including existing Phases 1 and 2. Do not apply R1-15 to the parkland; staff prefers the parkland is rezoned to the O-1 zone, but if not, staff recommends leaving the A-2 zoning as-is.
2. Require necessary infrastructure to be in place before or concurrently with development impacts, with lawful reimbursement or impact fee credits when justified.
3. Keep the Bitton/Herrick $7,500-per-lot park contribution obligation separate from the Riverbend Farms considerations.
4. Ensure the release of the County-held agricultural conservation easement(s) are included in the final adopted rezone ordinance.

Suggested findings:

1. The residential and park uses generally support the General Plan's Medium-Large Lot Residential and Public Park/Recreation designations.
2. The public park dedication advances the Emerald Necklace vision, notwithstanding the lack of improvements.
3. The agreement provides enforceable mechanisms for development intensity, circulation, and infrastructure responsibilities.
4. The Commission has considered the agricultural preservation tradeoff, valuation uncertainty, and riverbank liability.
5. If approved as recommended herein, the rezone and subsequent development will promote the general health, safety, and welfare of the community at-large, and support the advancement of the general plan.

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least 20 acres along the Weber River for public park purposes.

I do so with the following findings:

Example findings:

1. *The changes are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least

20 acres along the Weber River for public park purposes, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [____desired edits here _____].*
3. *Etc.*

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2026-10 a proposed rezone of the Riverbend Farms development from A-2 to R1-15 zone, with dedication of at least 20 acres along the Weber River for public park purposes. I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.

Exhibit D: Draft Development Agreement.

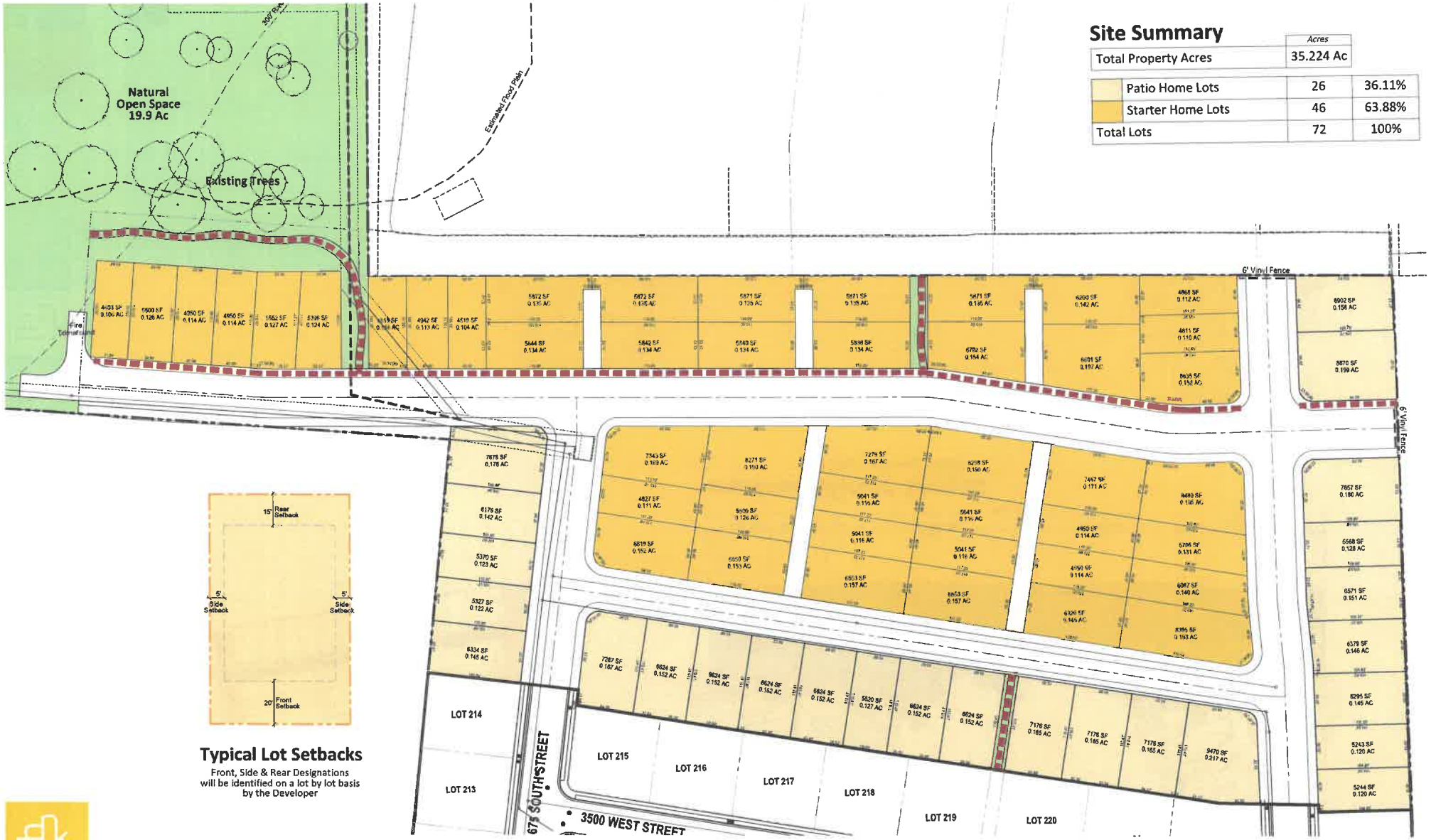
Exhibit A: Application.

Riverbend Farms Phases 3 & 4 Rezone Request

We are requesting the rezone of Weber County Parcel IDs 15-043-0095, 15-823-0055, 15-043-0096, 15-043-0097, and 15-874-0029 to R-1-10 (Residential). This rezone is being proposed to allow for the continued development of the Riverbend Farms Subdivision, which has been planned as a cohesive residential community. The proposed R-1-10 zoning will allow for appropriate residential densities and lot sizes while ensuring consistency with the County's long-term land use goals and infrastructure plans. The development will also allow for the construction of a variety of housing types, including detached, single-family Starter Homes to increase the availability of owner-occupied, single-family attainable homes for individuals and families desiring to live and/or work in Weber County, and will improve workforce housing opportunity that supports Weber County's economic development plans and efforts.

A development agreement will govern development of the subdivision. Through that agreement, the developer will agree to donate approximately 19.5 acres of open space to Weber County which will support the county's efforts to preserve an "emerald necklace" configuration of open space and trails near the Weber River. This rezone and subsequent development will a connection and access to future Weber County Parks spaces, improving public accessibility and recreational connectivity in the area.

All necessary infrastructure including culinary water, sanitary sewer, storm drainage, and roadway access can be readily extended to serve this area as part of the ongoing improvements. We believe this rezone aligns with the County's intent to promote efficient land use, logical growth patterns, and the creation of well-serviced residential neighborhoods that contribute to community cohesion and quality of life. We appreciate your time and consideration of this request and look forward to working with County staff throughout the review process.



Site Summary

	Acres	
Total Property Acres	35.224 Ac	
Patio Home Lots	26	36.11%
Starter Home Lots	46	63.88%
Total Lots	72	100%

Typical Lot Setbacks

Front, Side & Rear Designations will be identified on a lot by lot basis by the Developer

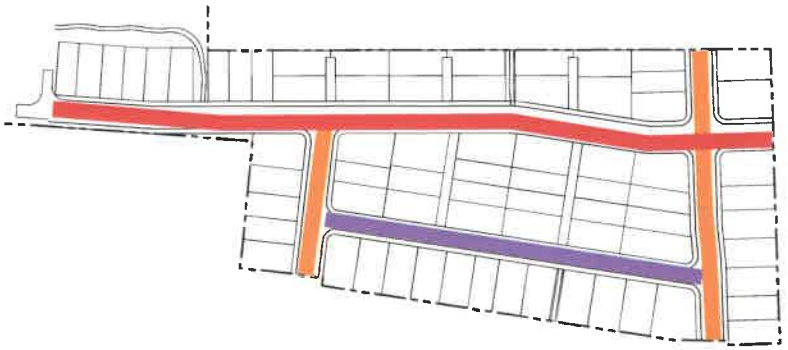
Think Architecture

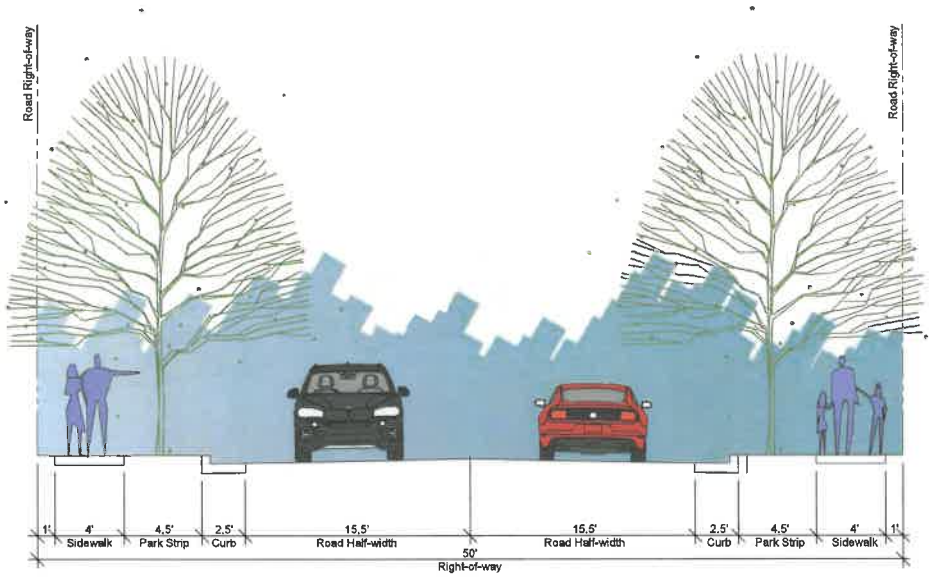
August 24, 2026

0 25 50 100 150

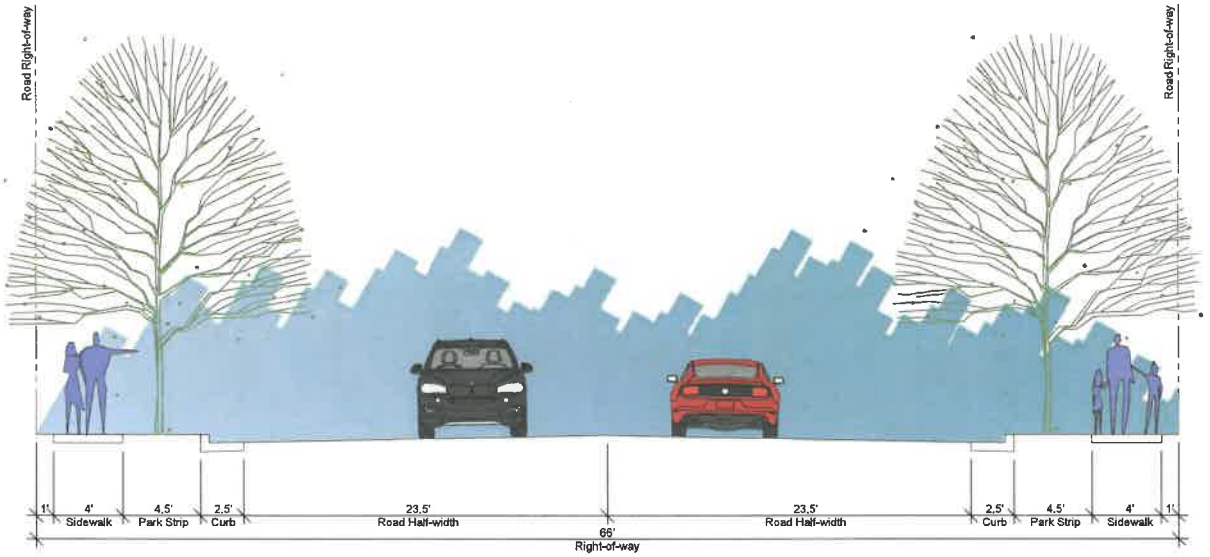
Concept Plan

Riverbend, Weber County, Utah





Minor Street
50' Right-of-way Width



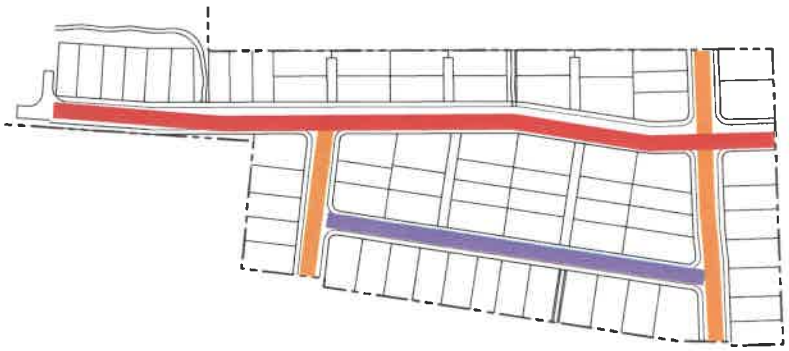
Collector Street
66' Right-of-way Width

Concept Plan

Riverbend, Weber County, Utah

Think Architecture

August 24, 2026



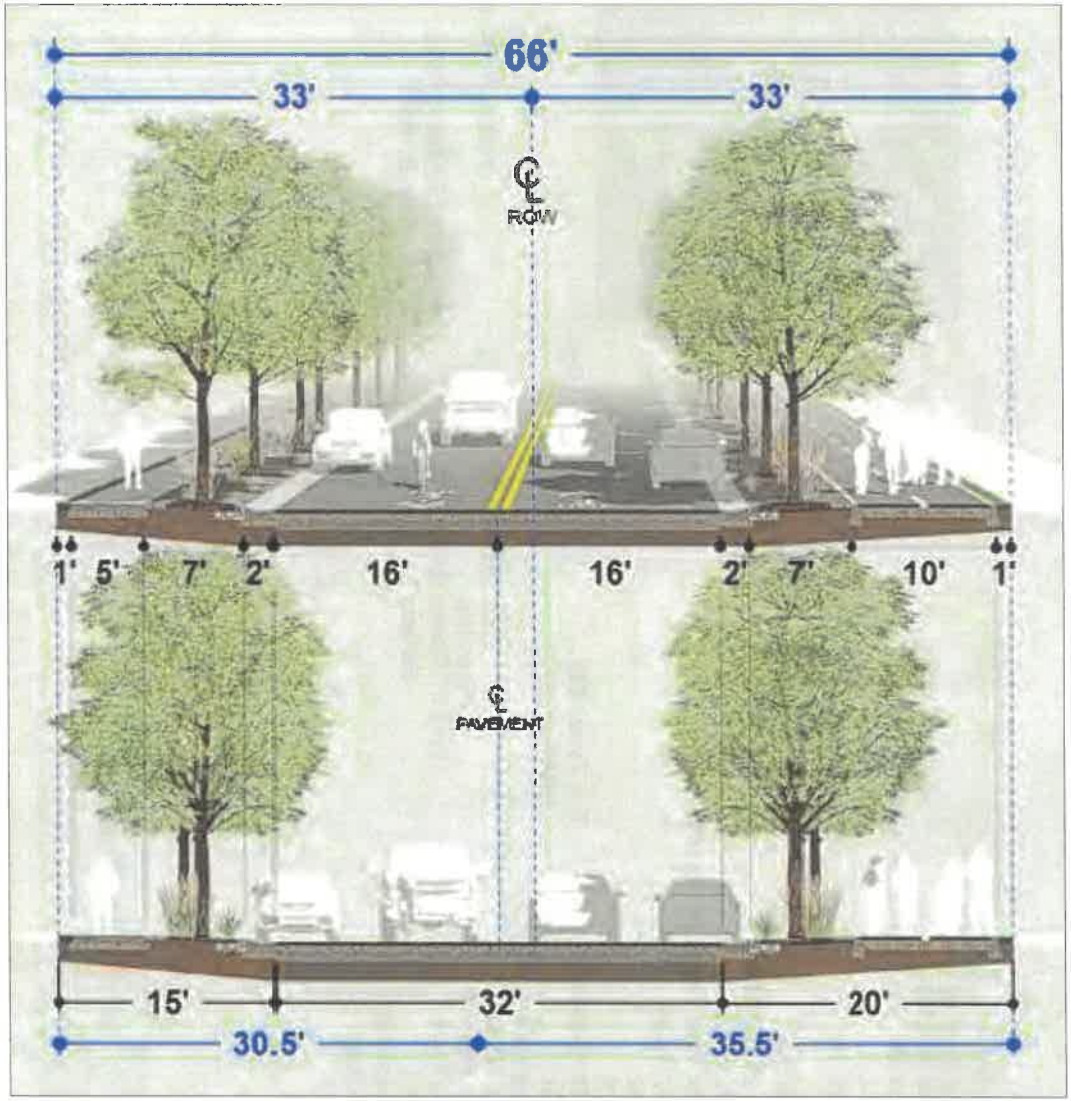
MAJOR RESIDENTIAL

VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET LANE SHARROW

CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS

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

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



Major Residential
66' Right-of-way Width

Concept Plan

Riverbend, Weber County, Utah

Think Architecture

August 24, 2026

MLS# 2146947



See → bigger picture next page

Sold Price: $51,600
Original List Price: $51,600
Lease Price: $0
DOM: 1
Time Under Contract: 10

Status: SOLD
Price Per:
Entry Date: 03/31/2026
Contract Date: 04/05/2026
Sold Date: 04/15/2026
Sold Terms: Seller Financing

Concessions: $0
Address: 1 7500 W
NS/EW: S / W
City: West Warren, UT 84404
County: Weber
Plat:
LOT #:
Tax ID: 10-044-0101
Zoning Code:
HOA Rental Cap: No

Est. Taxes: $80
HOA Fee: $0

School Dist: Weber
Elem: West Weber
Jr High: Wahlquist
Sr High: Fremont
Other Schl:
Acre FT./Share: 0.00 |
Acre FT./Share: 0.00 |
Acre FT./Share: 0.00 |
Wells: |
Surface: |
Dev. Spring: |

Culinary Well Health Inspected:
Prop Type: Agricultural
Acres: 0.86

$60,000/acre

Frontage: 0.0
Side: 0.0
Back: 0.0
Irregular: No
Facing: W
Driveway:
Water Distance:
Sewer Distance:
Gas Distance:
Usable Electric:
Pressurized Irr.:
Conn. Fees:
Irrigation Co:
Water:
Exterior Feat.:
Irrigation:
Land Use: Pasture
Utilities:
Zoning: Agricultural
Possession: When Funded
Terms: Seller Finance
CCR:
Lot Facts: Additional Land Available; Fenced: Full; Horse Property
Township:
Range:
Section:
Section Desc.: SEC/TWN/RNG/MER:SEC 23 TWN 06N RNG 03W PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT MAP REF:BK 10 PG 044 State Utah
Driving Dir:
Remarks: 0.86 acres of agricultural land in West Warren. This parcel is best suited to be purchased in conjunction with MLS #2146643. No water rights are included. Great opportunity for additional ground to complement the adjoining property. Buyer to verify all information.

Agt Remarks:
HOA Remarks:
Clos Remarks:

L/Agent: Mark R Hansen
L/Office: Real Broker, LLC
Email: therealmarkhansen@gmail.com
Ph: 801-391-1443
Ph:
Special Owner Type:
Mobile: 801-391-1443

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MLS# 2146947

Sold Price: $51,600 • 1 7500 W • West Warren, UT 84404



Aerial overview of property's location with property boundaries highlighted

Property has no access, no utilities, & doesn't even look farmable.

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MLS# 2089069

Sold Price: $890,000
Original List Price: $795,000
Lease Price: $0
DOM: 138
Time Under Contract: 314

Status: SOLD
Price Per:
Entry Date: 06/02/2025
Contract Date: 10/09/2025
Sold Date: 08/19/2026
Sold Terms: Cash



Concessions: $0
Address: 4050 W 2900 S
NS/EW: 2900 S / 4050 W
City: Taylor, UT 84401
County: Weber
Plat:
LOT #:
Tax ID: 15-090-0005
Zoning Code: R-1
HOA Rental Cap: No
School Dist: Weber
Sr High: Fremont
Acre FT./Share: 2.00 | Own
Wells: |
Culinary Well Health Inspected:
Prop Type: Residential
Acres: 13.62
Frontage: 0.0
Side: 0.0
Back: 0.0
Irregular: No
Facing:
Driveway:
Water Distance:
Sewer Distance:
Gas Distance:
Usable Electric:
Pressurized Irr.:
Conn. Fees:
Irrigation Co:
Water: Culinary Available
Exterior Feat.:
Irrigation: Shares: Owned
Land Use: Hay
Utilities: Gas: Available; Power: Available
Zoning: Single-Family
Possession:
Terms: Cash
CCR:
Lot Facts: Terrain: Flat
Township: 6N
Range: 2W
Section: 33
Section Desc.:
Driving Dir: Tax ID 15-090-0005 Drive west in 2550 S. Turn South on 4050 W. follow road to end of street.
Remarks: 13.62 Piece of ground. $110,000 per acre. Easy development. New junior high and high school under construction. Drive west in 2550 S. Turn South on 4050 W. follow road to end of street.

Agt Remarks:
HOA Remarks:
Clos Remarks:

Est. Taxes: $43
HOA Fee: $0

See Pictures on next pages.

Elem: Kanesville
Other Schl:
Acre FT./Share: 0.00 |
Surface: |

Jr High: Rocky Mt

Acre FT./Share: 0.00 |
Dev. Spring: |

$65,345 / acre

at least a third of this property is undevelopable

Special Owner Type:

L/Agent: Braden Shupe **Email:** bradenshupe@yahoo.com **Ph:** 801-430-7825 **Mobile:** 801-430-7825
L/Office: RE/MAX Associates (South Ogden) **Ph:** 801-475-7300
B/Agent: Jason Hamblin **Email:** jasonhamblin34@gmail.com **Ph:** 801-726-5886 **Mobile:** 801-726-5886

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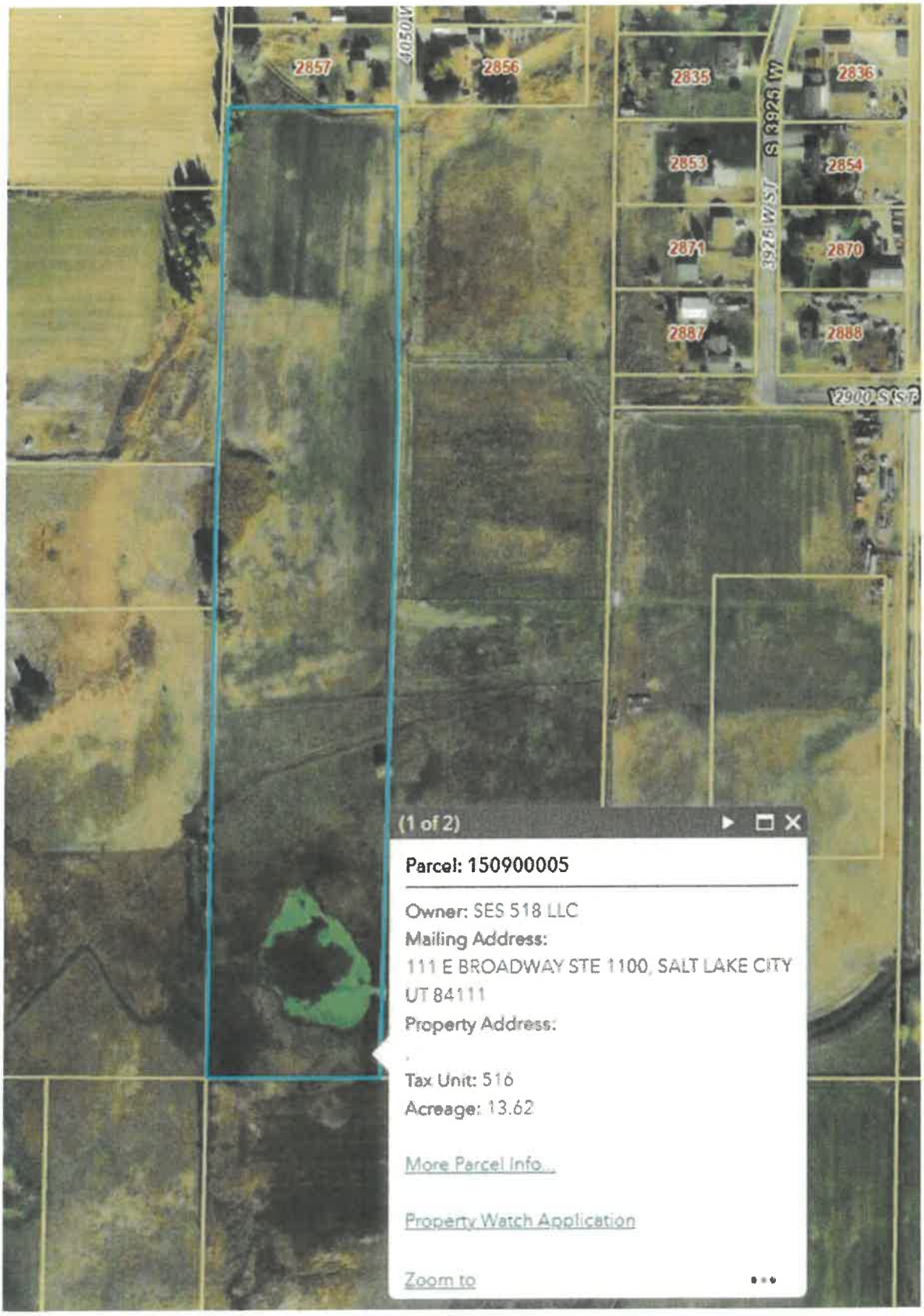
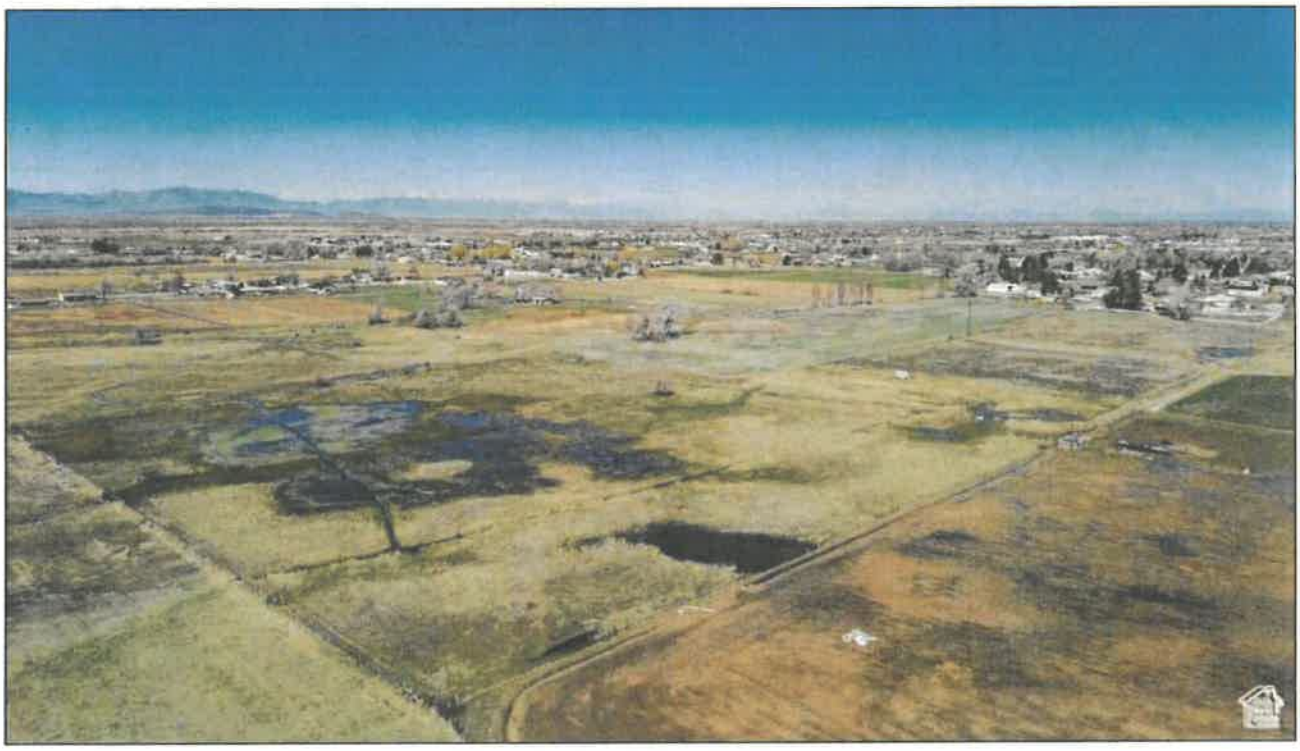
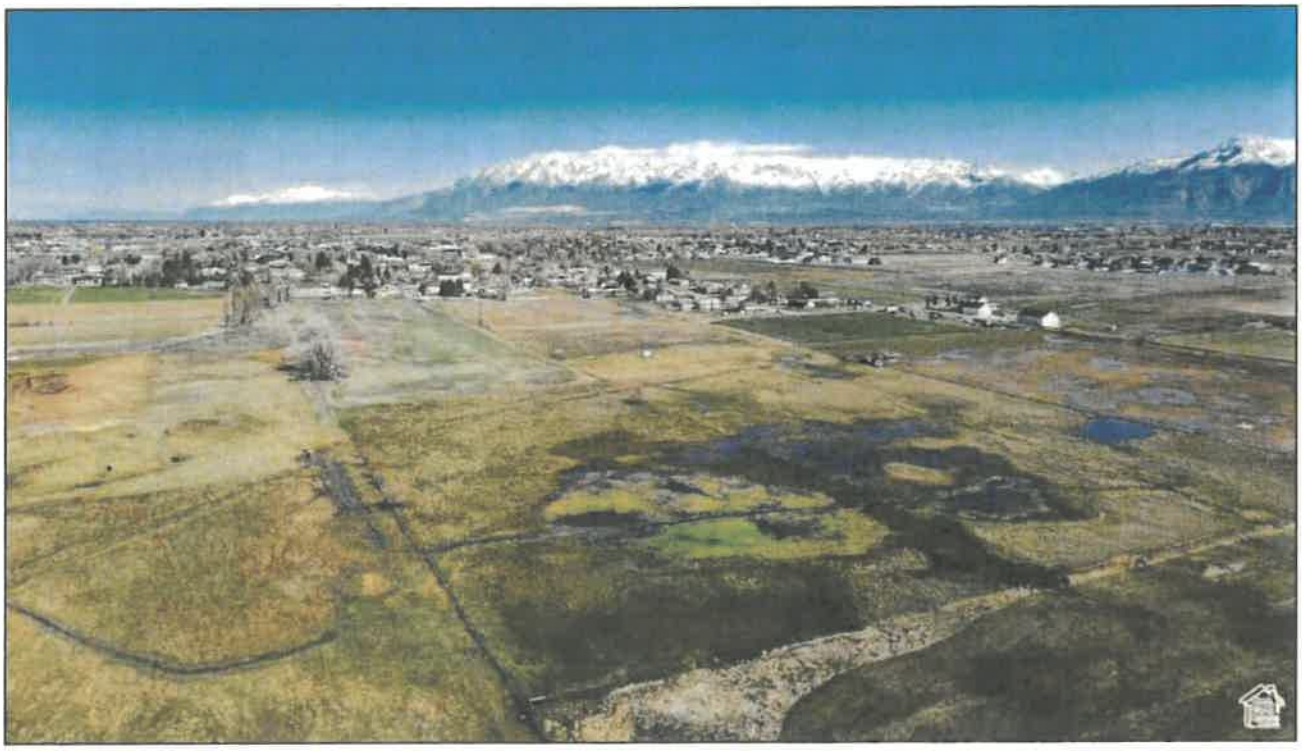

2857
4050W
2856
2835
2836
2853
2854
2871
2870
2887
2888
S 3925 W
2900 S (SR
(1 of 2)
Parcel: 150900005
Owner: SES 518 LLC
Mailing Address:
111 E BROADWAY STE 1100, SALT LAKE CITY UT 84111
Property Address:
Tax Unit: 516
Acreage: 13.62
More Parcel Info...
Property Watch Application
Zoom to

MLS# 2089069

Sold Price: $890,000 • 4050 W 2900 S • Taylor, UT 84401



Aerial view of property's location featuring a mountainous background



View of mountain background

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MLS# 2107533

Sold Price: $251,000
Original List Price: $275,000
Lease Price: $0
DOM: 84
Time Under Contract: 27

Status: SOLD
Price Per:
Entry Date: 08/26/2025
Contract Date: 11/13/2025
Sold Date: 12/10/2025
Sold Terms: Cash



Concessions: $0
Address: 3319 W 3600 S
NS/EW: 3600 S / 3319 W
City: West Haven, UT 84401
County: Weber
Plat:
LOT #:
Tax ID: 08-034-0010
Zoning Code:
School Dist: Weber
Sr High: Fremont
Acre FT./Share: 0.00 |
Wells: |

Est. Taxes: $229
HOA Fee: $0
Elem: Kanesville
Other Schl:
Acre FT./Share: 0.00 |
Surface: |

Jr High: Rocky Mt
Acre FT./Share: 0.00 |
Dev. Spring: |

Culinary Well Health Inspected:
Prop Type: Residential; Agricultural
Acres: 3.00
Frontage: 0.0
Side: 0.0
Back: 0.0
Irregular: No
Facing:
Driveway:
Water Distance:
Sewer Distance:
Gas Distance:
Usable Electric:
Pressurized Irr.:
Conn. Fees: Gas; Power; Sewer; Water
Irrigation Co:
Water:
Exterior Feat.:
Irrigation:
Land Use:
Utilities: Gas: Not Connected; Power: Not Connected; Sewer: Not Connected
Zoning: Single-Family; Agricultural
Possession:
Terms: Cash; Conventional
CCR:
Lot Facts: Horse Property
Township:
Range:
Section:
Section Desc.:
Driving Dir:

$83,667 / Acre

99' wide
1320' long

Remarks: Land has been used to pasture horses. Dirt road runs down the east side of the property and the west side is fenced easy to see. The Howard slough runs through and then over to the neighbor Seller has been told it could be piped, buyer to verify

Agt Remarks:
HOA Remarks:
Clos Remarks:

L/Agent: Shelley Nelson — **Email:** shelleynelson1@yahoo.com — **Ph:** 801-430-2977 — **Special Owner Type:** **Mobile:** 801-430-2977
Co-Agent: Tricia Fox Taylor — **Email:** triciasellsutah@gmail.com — **Ph:** — **Mobile:** 801-425-8002
L/Office: All Things Real Estate LLC — **Ph:** 801-430-2977
B/Agent: Richard Grant — **Email:** richardgrantbroker@gmail.com — **Ph:** 801-815-9100 — **Mobile:** 801-815-9100
B/Office: Equity Real Estate — **Ph:** 385-399-8719

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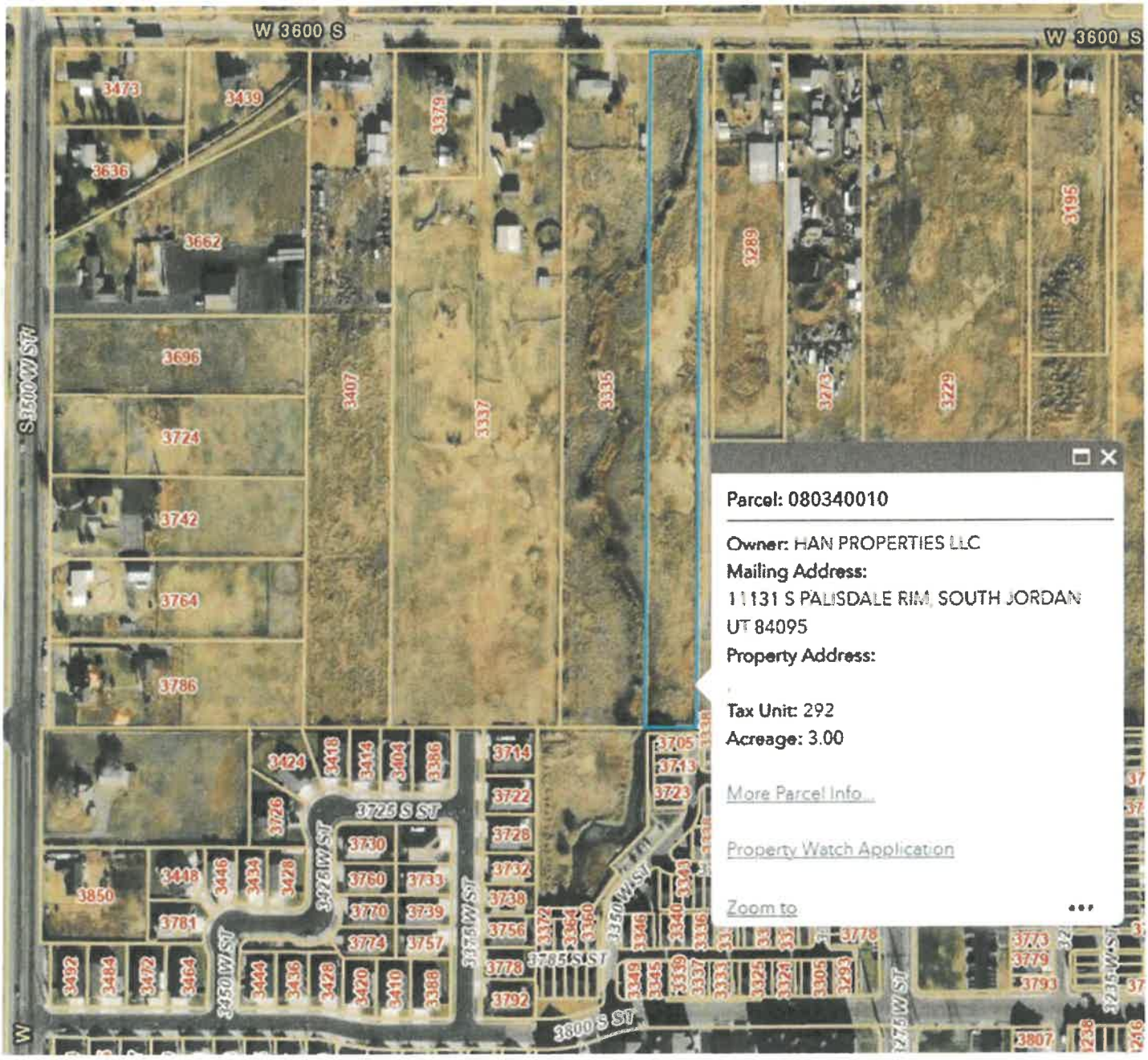
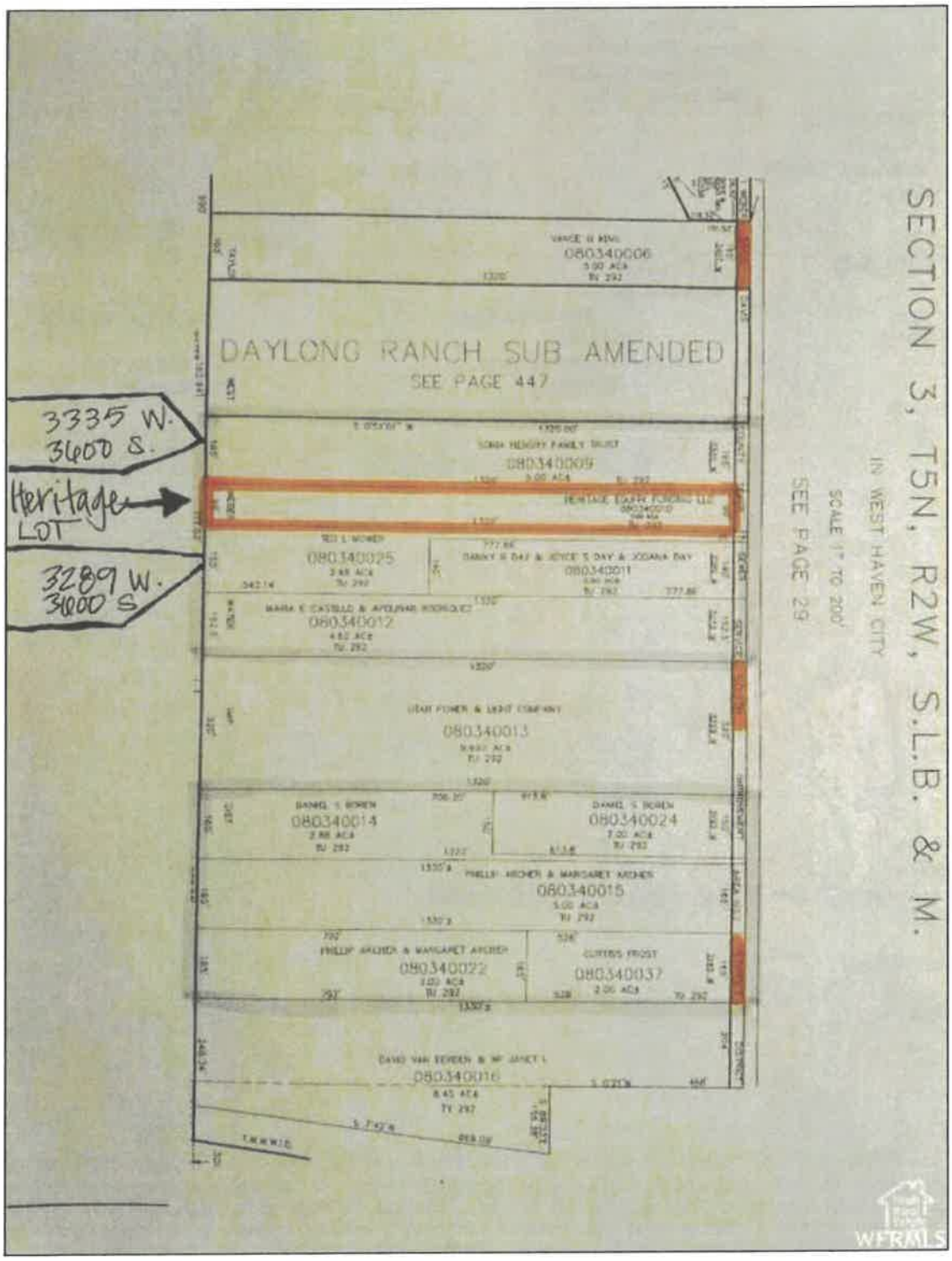


What would you do with a skinny, deep parcel with slough running through it?

MLS# 2107533

Sold Price: $251,000 • 3319 W 3600 S • West Haven, UT 84401

Map / location



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MLS# 2080624

Sold Price: $120,000
Original List Price: $175,000
Lease Price: $0
DOM: 182
Time Under Contract: 40

Status: SOLD
Price Per:
Entry Date: 04/26/2025
Contract Date: 10/17/2025
Sold Date: 11/26/2025
Sold Terms: Cash



See Picture on next page.

Concessions: $0
Address: 2268 W 1800 N
NS/EW: N / 2268 W
City: Farr West, UT 84404
County: Weber
Plat:
LOT #:
Tax ID: 15-218-0003
Zoning Code:
School Dist: Weber
Sr High: Fremont
Acre FT./Share: 0.00 |
Wells: |

Est. Taxes: $285
HOA Fee: $0
Elem: Farr West
Other Schl:
Acre FT./Share: 0.00 |
Surface: |

Jr High: Wahlquist
Acre FT./Share: 0.00 |
Dev. Spring: |

Culinary Well Health Inspected:
Prop Type: Residential
Acres: 0.62
Frontage: 0.0
Side: 0.0
Back: 0.0
Irregular: No
Facing:
Driveway: Dirt
Water Distance:
Sewer Distance:
Gas Distance:
Usable Electric:
Pressurized Irr.:
Conn. Fees:
Irrigation Co:
Water:
Exterior Feat.:

$193,548 / acre

Irrigation: Not Available
Land Use: Hay; Pasture
Utilities: Gas: Not Connected; Power: Not Connected; Sewer: Not Connected
Zoning: Single-Family
Possession: Negotiable
Terms: Cash; Conventional
CCR:
Lot Facts: Terrain: Flat
Township:
Range:
Section:
Section Desc.:
Driving Dir:

Remarks: Great Piece of Property!! Tucked away on a quiet street. This is .62 acres of mature grass hay. Buildable lot. Awesome area!!

Agt Remarks: **Pink area on plat map indicates buildable area based on setbacks and easement locations. Please schedule all showings, inspections, and appraisals through Aligned Showings. All offers must include a Buyer's pre-qualification letter with lender's contact information or proof of funds, plus the attached Seller's Property Condition Disclosure signed by the Buyer. Please email all offers to tommy@tommywebberteam.com. Buyer/Buyer's Agent to verify all information. Square footage figures are provided as a courtesy estimate only. Agent is related to the owner.

HOA Remarks:
Clos Remarks:

L/Agent: Tommy Webber — **Email:** tommy@tommywebberteam.com — **Ph:** 801-941-9410 — **Special Owner Type:** **Mobile:** 801-941-9410
Co-Agent: Tommy Webber — **Email:** tommy@tommywebberteam.com — **Ph:** 801-941-9410 — **Mobile:** 801-941-9410

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MLS# 2080624

Sold Price: $120,000 • 2268 W 1800 N • Farr West, UT 84404



View of yard featuring a mountain view

How do you build a home on this lot?

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TAYLOR WEST WEBER WATER DISTRICT
2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668

October 9, 2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This letter is to inform you that Taylor West Weber Water Improvement District ("the District") has the **ability to serve and capacity to provide culinary water only** to the proposed **Riverbend Subdivision Phases 3&4** located at approximately **3500 W. 700 S. in unincorporated Weber County**. The proposed development is being considered for R1-15 (2.9 Dwellings per acre)

The District currently has an existing **14-inch culinary water main along 3600 South**. To provide adequate service for the full buildout of the proposed development, the water system will need to be looped back to Phase 2. The final configuration and sizing of these improvements will be determined through engineering analysis, hydraulic modeling, and detailed plan review to ensure adequate system capacity, pressure, fire flow, and reliability.

Pressurized secondary water service is required and must be provided by **Hooper Irrigation Company.**

This letter serves only as a **Ability to-Serve Letter**. A concept plan has been provided to the District for preliminary review. Prior to Final Will-Serve and subdivision approval, complete engineered plans must be submitted for review and approval by the District Engineer and the District Board of Trustees. All applicable District standards, requirements, fees, and policies must be satisfied.

For culinary water capacity the District will contract water through Weber Basin Water Conservancy District. The proposed subdivision is subject to Weber Basin having the capacity to serve at the time the subdivision is given final approval. Water Right fees must be paid before water can be contracted with Weber Basin. Another option is to transfer water rights that can be pumped through Taylor West Weber Waters wells.

Requirements for Final Will-Serve

Current requirements and fees include:

- **Plan review and approval**
- **Plan Review Fee:** $200 per ERU
- **Water Right Impact Fee:** $7,856 per ERU
- **Required water system looping and other infrastructure improvements** as determined by the District Engineer through hydraulic modeling and plan review
- **Evidence of pressurized secondary water service** from Hooper Irrigation Company
- **District Board approval**

Requirements for Building Permits

- **Impact/Connection Fee:** $6,856 per ERU, or the current fee in effect at the time of payment. This fee includes the cost of the meter and six months of construction water.

Taylor West Weber Water Improvement District reserves the right to modify or establish additional service requirements, infrastructure improvements, fees, and conditions based upon engineering review, hydraulic modeling, impact studies, regulatory requirements, changes to the proposed development, or other circumstances identified prior to final approval.

FINAL SUBDIVISION APPROVAL SHOULD NOT BE ISSUED UNTIL WRITTEN FINAL APPROVAL HAS BEEN PROVIDED BY TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT.

This Ability to-Serve Letter does not constitute final approval of the subdivision or its water system improvements. Final approval is subject to completion of all District requirements, approval of the engineered plans, construction of required improvements, and payment of all applicable fees.

Sincerely,

Ryan Rogers
General Manager
Taylor West Weber Water Improvement District

Letter Expires: 4-9-2027

Central Weber Sewer Improvement District

May 10, 2021

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

SUBJECT: Riverbend Subdivision
Sanitary Sewer Service
Will Serve Letter

Steve:

At the request of Ed Grampp, we have reviewed a subdivision plan for Riverbend Subdivision with 100 proposed residences located at approximate address. 800 S 3600 W West Weber. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. Central Weber has the capacity to treat the sanitary sewer flow from this subdivision.

2. The connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.

3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

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

5. The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line. This annexation must be complete before the sale of any lots in the subdivision.

6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits.

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

Sincerely,

Clay Marriott

Construction Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Ed Grampp

Exhibit B: Current Zone Map.

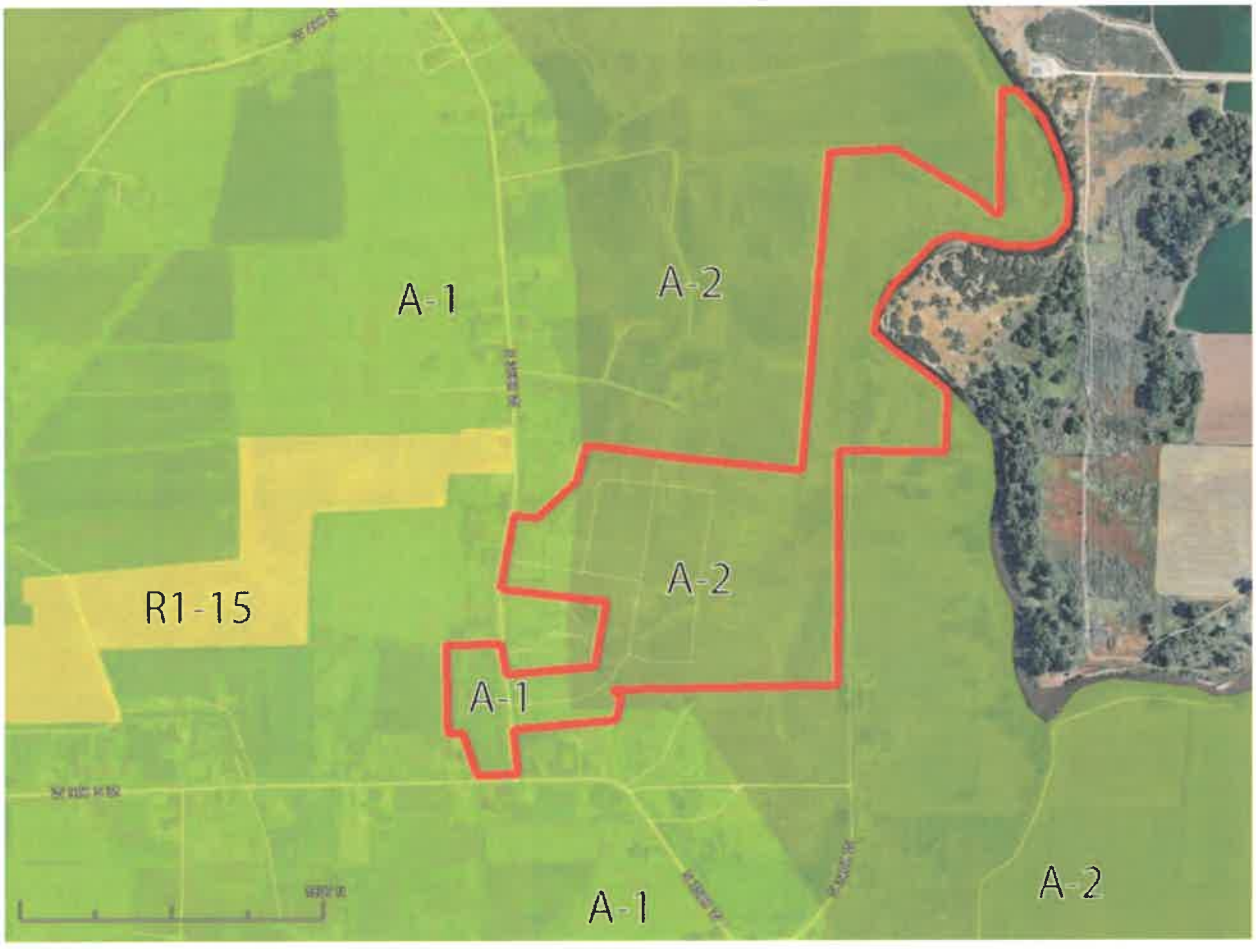

Exhibit C: Proposed Zone Map.

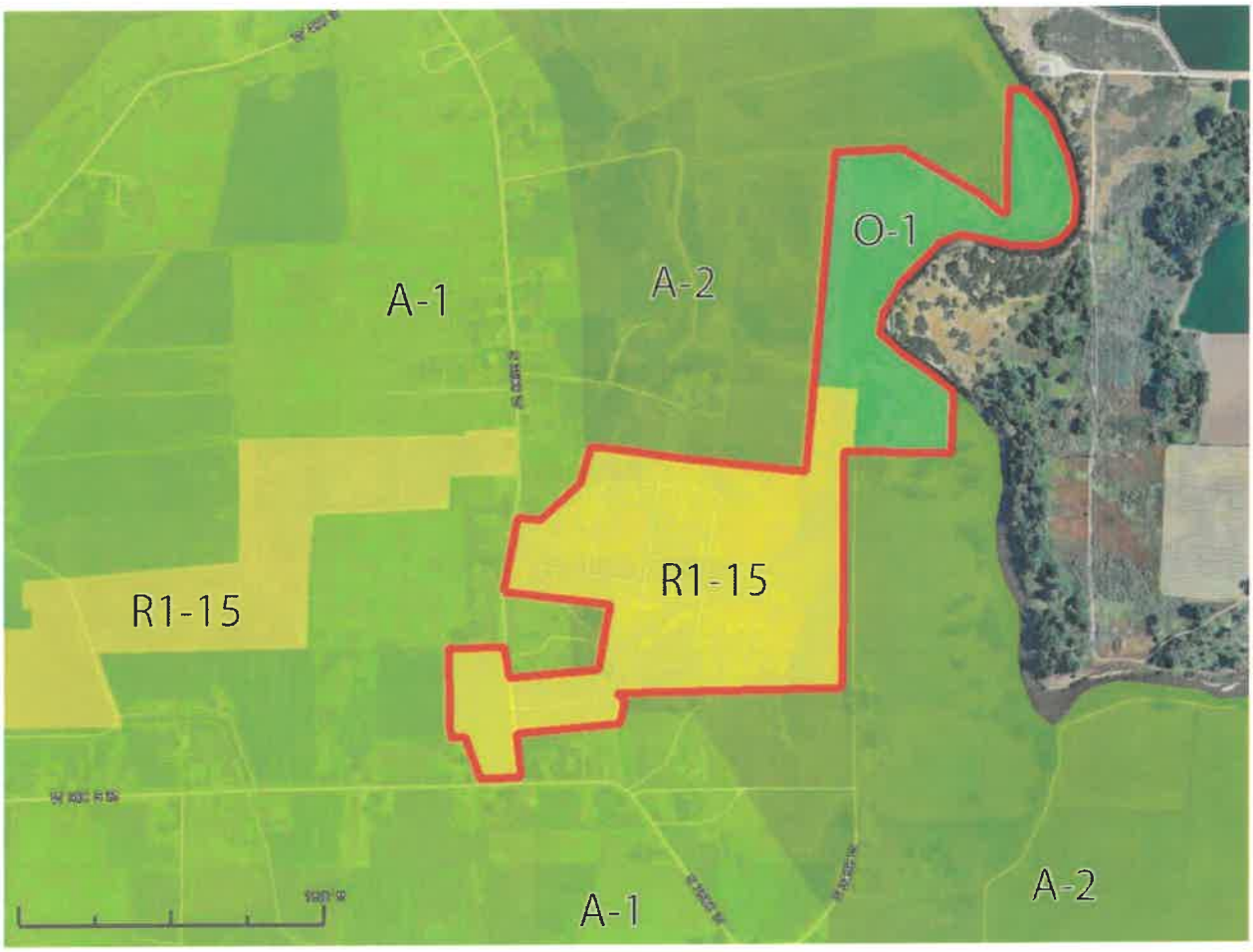

Exhibit D: Draft Development Agreement.

When Recorded Return to:
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

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DEVELOPMENT AGREEMENT

Riverbend Farms

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the same date that Ordinance Number 2026-____ is recorded in the Office of the County Recorder as Entry# _____, recorded _____, 2026 (Effective Date) by and between Weber County, Utah ("County") and Nilson Land Holdings, LLC ("Master Developer"), known together as the "Parties."

RECITALS

WHEREAS, Developer owns or controls certain property, consisting of approximately 35.224 acres, located within the boundaries of County, and known by tax identification numbers: 15-043-0095, 15-823-0055, 15-043-0096, 15-043-0097, and 15-874-0029 (**"Property"**). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, The Master Developer desires and intends to develop a residential subdivision (the "Project") Property known as *Riverbend Farms*;

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

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

WHEREAS, Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, 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 *A-2* and Master Developer desires to rezone a part of the Property to the *R*-1-15 zone, and County desires to rezone a part of the Property to the O-1 zone, consistent with the terms and provisions contained herein;

WHEREAS, The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the 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, A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

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

AGREEMENT TERMS

1. **Incorporation of Recitals and Exhibits.**

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

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

2.1. Effective Date. The Effective Date of this Agreement is shown at the top of this Agreement.

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, renewed, 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 platted into residential lots 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. Subject to the limitations of Section 5, nothing in this **Section 2.2.1** is intended to inhibit the legislative body's legislative decision-making authority to enact and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

2.2.2. Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.

2.2.2.1. 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 regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and

legislatively adopted land use regulations may be modified through the applicable legislative process. 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.

2.2.2.2. If a court of competent jurisdiction determines that the zone reversion required by **Section 2.2** cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving R1-15 zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions**, which are incorporated herein by reference and shall control over any conflicting R1-15 provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.

2.2.3. Term. This agreement expires ten (5) years following the Effective Date.

2.2.3.1. Automatic Renewal. Prior to the expiration of this Agreement, if 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 in this Agreement, then this Agreement shall automatically extend an additional five (5) years without further action by the Parties.

2.2.3.2. Reserved.

2.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

2.3.1. This Agreement automatically terminates, without notice, in the following circumstances:

2.3.1.1. The term of this Agreement expires and is not extended as provided or by written agreement of the Parties;

2.3.1.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code.

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

2.3.2. If Master Developer commits a Default, including a Default arising from an act or omission of Owner under **Section 11.20**, and the Default is not cured as specified in **Section 13**, County may, in its discretion:

2.3.2.1. Suspend or terminate any or all rights, approvals, entitlements, or benefits provided under this Agreement to Master Developer or Owner, as to all or any portion of the Property;

2.3.2.2. Terminate this Agreement in whole or in part; or

2.3.2.3. Exercise any other remedy provided in **Section 13**.

2.3.2.4. Notwithstanding **Sections 2.2.2** and **2.2.3**, no suspension or termination under this subsection shall release, excuse, impair, or reduce any obligation then due, accrued, or unperformed, any liability arising from the Default, or any covenant, security, or remedy under this Agreement, unless County expressly provides otherwise in writing.

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. **§§17-79-101**, 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 Nilson Land Holdings, LLC or its Assignees as provided in **Section 11.4** of this Agreement.

3.22. **Modification Application** means an application to amend this Agreement.

3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

3.25. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

3.26. **[Reserved]**

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 County and the Master Developer, including their Successors.

3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with the paved pathway or paved trail requirements illustrated in any street cross section of **Exhibit E – Street Cross Sections** or **Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.

3.30. **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.

3.31. **Planning Commission** means the Planning Commission for the area in which the Property is located.

3.32. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

3.33. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

3.34. **Property** means the land area on which the Project will be sited, as more specifically described

in **Exhibit A – Property Legal Description.**

3.35. **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.

3.36. **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.

3.37. **Public Park Open Space** means the area intended to be public open space as shown on **Exhibit C – Concept Plan.**

3.38. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

3.39. **[Reserved]**

3.40. **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.

3.41. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

3.42. **Subdivision Application** means the application to create a Subdivision.

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

4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in 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, pathways and 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.

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 discretion to either apply or not apply any future law or adopted standard, but can only do so to the extent it does not inhibit a Vested Right expressly specified in this Agreement, except as may be allowed by **Section 5.5** of this agreement.

5.3.2. Written Agreement. County and Master Developer 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 and Preservation of Material Obligations. The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the County.

5.4.1. Future Laws. For purposes of this Section, "Future Law" means any statute, regulation,

ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.

5.4.2. Waiver by Master Developer. To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

5.4.3. Non-Waivable Change in Law. If a Future Law is not legally waivable, or if Master Developer's waiver under **Subsection 5.4.2** is ineffective to preserve the County's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

5.4.4. County Determination. If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in **Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.

5.5. Reserved Legislative Powers. Nothing in this Agreement, provided it does not inhibit a Vested Right expressly specified in this Agreement limits the County's authority in the future to enact a land use regulation or take any other action that applicable law reserves to the County. To the extent permitted by law, the enactment or application of a Future Law does not, by itself, extinguish the contractual obligations expressly assumed by Master Developer under this agreement. The statutory and contractual rights of the Parties shall otherwise be determined under applicable law.

6. Project Description.

A 72 unit single-family residential subdivision within the R1-15 zone that contains a variety of housing types.

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,** and **Exhibit C – Concept Plan.**

8. Development Standards.

8.1. Project Density or Intensity. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than 72 dwelling units in the Project, consisting

of a variety of lot sizes, housing types, and design features as shown in **Exhibit C – Concept Plan**, which provides further detail regarding the number and location of housing types, designs, and site layouts.

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 as described in **Section 8.8.2**.

8.3. Street Connectivity. The Parties agree that the conceptual street layout illustrated in **Exhibit C – Concept Plan provides** satisfactory Street connectivity.

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**, for public thoroughfare purposes 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. The easternmost north-south street right-of-way shall be dedicated and extended through Parcel 15-874-0029 to the boundary of Parcel 15-043-0035. The right-of-way shall be aligned to accommodate its future extension into Parcel 15-043-0035 without creating an offset or other geometric condition that materially impedes the safe and efficient flow of traffic.

8.5. Street Improvements. Unless specified otherwise in the **Exhibit E – Street Cross Sections ,** streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

8.5.1. Reserved.

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

8.5.2.1. 3600 West Street. As part of the improvements installed in conjunction with Riverbend Farms Phase 3, Developer will add additional asphalt to the portion of 3600 W depicted on Exhibit E denoted as road section "A" and "B" to bring the asphalt width to 30'. Developer will further complete a 2-

inch mill and overlay of the existing asphalt for these sections. This commitment is subject to the County being able to provide sufficient right-of-way to permit the installation of the additional asphalt

8.5.2.1.1. Installation of the additional asphalt for these sections shall be to the county standard of 8 inches of pit run, 6 inches of road base, and 3 inches of asphalt.

8.5.2.1.2. If County is not able to provide ROW for installation of the additional asphalt by the time Developer receives preliminary subdivision approval for Riverbend Farms Phase 4, which approval shall not be withheld in order to give County additional time to acquire ROW, then the requirement for developer to further improve said sections shall be waived.

8.5.2.1.3. Developer shall receive impact fee credits in the amount of the cost of the ROW improvements that are required to bring the asphalt to a width great than 26 feet. County shall be responsible for the mill and overlay costs reasonably related to the asphalt in existence as of the Effecive Date of this Agreement.

8.5.2.1.4. After 3600 improvements are complete pursuant to this **Section 8.5.2.1**, the mill and overlay shall be completed prior to conditional acceptance of any asphalt in the Project.

8.5.2.1.5. For portions of road section "A" and "B" already completed as part of a development that is not subject to this Agreement, this **Section 8.5.2.1** shall not apply, except that County may require Master Developer to mill and overlay such portions at the County's cost.

8.5.3. Reserved.

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

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

8.5.6. Reserved.

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

8.5.7.1. 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).

8.5.7.2. 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 such that the trees have optimal chance of long-term survival.

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

8.5.7.4. **Reserved**.

8.5.7.5. **Tree Installation and Care.** Developer shall plant required tree at such time and circumstances as will maximize the tree's chances of survival, considering such factors as availability of water, occupancy of the adjacent home, season of the year, and installation of other landscaping improvements.

8.5.7.6. **Tree Financial Guarantee**. See **Section 10.3**

8.5.8. **Street Tree Installation and Maintenance.** Developer shall install and maintain, or cause to be installed and maintained, required street trees as follows:

8.5.8.1. **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.

8.5.8.2. **Tree Watering.** Master Developer agrees to provide or require the homeowner to provide each street tree with a watering mechanism tied directly to the meter providing secondary water to the lot fronting the street Improvements.

8.5.8.3. **Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the period between public landscape acceptance and release of the applicable public landscape financial guarantee, as provided in **Section 10.3**, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

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

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

8.5.9.2. **Other Landscaping.** In lieu of or as a supplement to, which shall be at the Master Developer's option, the parkstrip rock specified in **Section 8.5.9.1,** plantings and other ground cover in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer in accordance with **Exhibit H – Public Parkstrip Landscaping**, to be operated and maintained either by the abutting owner or a homeowners association.

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

8.5.10. **Reserved.**

8.5.11. **Secondary Egress.**

8.5.11.1. Master Developer agrees that as the project is platted and constructed,

street Improvements shall be installed such that at no time shall there be more than 30 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets. Specifications regarding the location and construction of the second egress shall be as shown in **Exhibit C – Concept Plan**. Secondary egress approval is subject to review and approval by the local fire authority.

8.5.11.2. Project-Specific Egress Requirements.

8.5.11.2.1. Reserved.

8.5.11.2.2. Reserved.

8.5.12. 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 in-Project street facilities, "upsizing" occurs if the County requires a street within or abutting the Project boundary to be greater than specified in this agreement. 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.

8.6. 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 Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

8.7.2.1. Reserved.

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

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

8.7.2.4. Gravity Sewer Collection Lines. Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that need 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.

8.7.2.5. Reserved.

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. 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.

8.7.2.7. Project-Specific Sanitary Sewer Requirements.

8.7.2.7.1. In addition to the provisions of Section 8.7.2.6, the County will include in such reimbursement for Sewer upsizing full compensation for amounts previously expended by Master Developer for upsizing the sewer in Riverbend Phase 1 and Phase 2.

8.7.2.7.2. 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. Such Improvements shall be installed and functional pursuant to the culinary water provider's specifications, and accepted or conditionally accepted by the culinary water provider. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

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

8.7.4.1. Stormwater Storage Ownership and Maintenance. County acknowledges that it has accepted responsibility for the retention/detention basin and other storm drain facilities within the Project.

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. 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.

8.7.4.3. **Reserved.**

8.7.5. **Reserved.**

8.8. **Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

8.8.1. **Reserved.**

8.8.2. **Park Dedication.** Master Developer agrees to dedicate a minimum 20 acres of property, more specifically the parcels listed in **Section 8.8.2.5**, for use by the County as open spaces and public parks. County agrees and acknowledges that this donation fully meets Master Developer's obligations for parks and open spaces for Riverbend Phase 1a, Riverbend Phase 3, Riverbend Phase 4. 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 Taylor West Weber Park District ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

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

8.8.2.3. **Reserved.**

8.8.2.4. **Reserved.**

8.8.2.5. **Phasing Public Park Open Space Dedication.** The Public Park Open Space dedication shall dedicate the following parcels in accordance with the following timing:

8.8.2.5.1. Parcel 15-874-0029 and that portion of Parcel 15-823-0055 illustrated in **Exhibit C – Concept Plan,** shall be dedicated at the time of the recording of the plat for Riverbend Farms Phase 3.

8.8.2.5.2. Parcels 15-043-0096 and 15-043-0097 shall be dedicated at the time of the recording of the plat for Riverbend Farms Phase

8.8.2.6. Reserved.

8.8.2.7. Reserved.

8.8.2.8. Reserved.

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

8.8.3.1. Reserved.

8.8.3.2. Reserved.

8.8.3.3. Reserved.

8.8.3.4. Reserved.

8.8.3.5. Weber Riverbank Stabilization. Prior to approval of any subdivision plat within the Project, Master Developer shall submit a riverbank stabilization plan prepared by a qualified professional engineer addressing existing erosion, undermining, and bank instability along the Weber River adjacent to the Public Park Open Space Parcels, including the outside bends of the river. The plan shall identify necessary corrective measures, including removal and replacement of existing concrete riprap, installation of appropriately sized bank stabilization materials, and removal of sediment deposits where necessary. All improvements shall be subject to County Engineer approval and any required state or federal permits. Master Developer shall complete the approved improvements, or provide financial guarantees acceptable to the County, prior to recording any subdivision plat within the Project.

8.9. Pathways and Trailheads. Master Developer agrees to help the County 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. 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 Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Exhibit F – Non-Street-Adjacent Pathway Cross Section**).

8.9.2. 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.

8.9.2.1. Reserved.

8.9.2.2. Reserved.

8.9.2.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, Master Developer shall place three-inch-plus rock, four-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, at Master Developer's option, Master

Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

8.9.2.4. Reserved.

8.9.2.5. Pathway Crossing of Residential Street. Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:

8.9.2.5.1. Raised Crosswalk. The raised crossing shall be a ramped speed table with a minimum 10-foot wide zebra-style crosswalk on the table top. It shall be designed in a manner that eliminates the need for ADA ramp transitions from sidewalk or pathway to the street. The speed table shall be constructed of concrete and shall have six-foot ramps or greater if required by the County Engineer. The height of the speed table shall be level with the top back of curb, but never higher than 4 inches over the grade of the street's crown. The top of the speed table shall be at least ten-feet wide. Crosswalk and speed table notification signage shall be posted in advance of a speed table.

8.9.2.5.2. Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor, and shall provide a turning radius that is satisfactory to the local Fire Authority.

8.9.3. Reserved.

8.10. Reserved.

8.11. Site Development Standards. The site development standards for the Project are as specified in the R1-15 zone except as modified as follows:

8.11.1. Setbacks. The minimum setbacks shall be in accordance with the following.

8.11.1.1. Front Yard Setbacks: 15 feet, but no street-facing garage door shall be setback less than 20 feet.

8.11.1.2. Side yard setback: 5 feet.

8.11.1.3. Side yard setback, corner lot: 10 feet.

8.11.1.4. Rear yard setback: 15 feet.

8.11.2. Garages. The Code's requirements pertaining to front-facing or street-facing garage doors are not applicable to this development.

8.11.3. Lots.

8.11.3.1. Minimum lot size: 4000 sq/ft

8.11.3.2. Minimum lot width: 40 feet.

8.11.3.3. Lots are excluded from any requirements regarding maximum lot coverage.

8.11.3.4. Lots are excluded from any requirement regarding minimum lot depth.

8.11.3.5. Developer to specify front, side, and rear of lot on site plan on building permit.

8.12. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with building design standards adopted as of the Effective Date of this Agreement, excepting any standards that differ from the standards and designs expressly set forth in this Agreement or its Exhibits, including excepting restrictions on the percentage or amount of the building façade that can be occupied by garage space.

8.13. Proportionate Share of Offsite Improvements. Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects. Proportionate share shall include any proportionate share not previously given for Riverbend Farms Phases 1, 1a, and 2, even though they are not a part of this Agreement.

9. Amendments, Modifications, and Revisions.

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

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

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

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

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

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

9.2.3. **Planning Commission Review of Modification Applications.**

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

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

9.2.4. **Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

9.3. **Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

9.4. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

9.4.1. 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. **Reserved.**

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.

10.3. Financial Guarantee for Parkstrip Landscaping. County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of **Section 106-4-3** of the Code, except for and in accordance with the following:

10.3.1. "Landscape unit." For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.

10.3.2. Completion and Inspection. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.

10.3.3. Release of Financial Guarantee. Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in **Section 10.3.2**. No release shall be authorized:

10.3.3.1. Unless all required living material is clearly in good health as verified by County staff or, at the discretion of Master Developer, a certified arborist or similarly qualified professional; and

10.3.3.2. During annual dormancy, unless good health is first verified by a certified arborist or similarly qualified professional.

10.3.4. Cost Estimate. Master Developer shall ensure any required improvement cost estimate accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.

10.3.5. .

10.4. Reserved.

10.5. Reserved.

10.6. Future Taxes, Services, and Districts.

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

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

10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity. If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed

is void.

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 West Weber area of 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 West Weber area of the County.

11. General Provisions.

11.1. Reserved.

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. 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.

11.4.2. Sales not an Assignment. Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject

to the above-referenced approval by the County.. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

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

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

11.4.4.1. All necessary contact information for the proposed Assignee.

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

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

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

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

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

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

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

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

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

11.7. Severability. If any provision of this Agreement, 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 for any reason, 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 County and Master Developer in accordance with this Agreement.

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 Lacy Richards. The parties may change their designated representatives by Notice.

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

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

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

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

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

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

11.15. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.16. Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

11.17. Reserved.

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.

11.20. Reserved.

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:

Nilson Homes
Attn: Lacy Richards or Mike Flood
1740 Combe Rd. Ste. 2
Ogden, UT 84403

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, 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.

13.2.3. **Immediate Action.** Nothing in this **Section 13.2** delays or prevents the county from taking an action it reasonably determines is necessary to address an emergency or imminent threat to public health or safety; enforce the Code; draw upon security; withhold or suspend an approval; seek temporary, preliminary, or permanent injunctive relief; or prevent or correct damage to public property or infrastructure.

13.3. Remedies. If **the Default is not resolved through the dispute-resolution process provided in Section 13.2, the following remedies are available**:

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; provided, however, that this limitation does not prohibit County from enforcing any payment or financial responsibility expressly imposed by this Agreement or recovering the reasonable cost of performing or causing performance of an unperformed obligation for which Master Developer is responsible under this Agreement. County may enforce an obligation under this Agreement against Master Developer or a Subdeveloper or both and without first proceeding against any other person, entity, or property. Direct enforcement against a Subdeveloper, or with respect to the Property, does not relieve Master Developer of responsibilities for the Default.

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 any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of all or any portion of the Project in the case of a Default by Master Developer until the Default has been cured. Continued compliance with this Agreement is a condition of exercising the rights and benefits it provides, and no person or entity has an unconditional right under this Agreement to further review, approval, permitting, or development while such Default remains uncured. County may allow any review, approval, license, permit, or development that County determines is necessary or useful to cure the Default or protect life, health, safety, property, or public funds.

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, 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

"Master Developer"

_____

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

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

_____ _____

My Commission Expires: Notary Public, residing in

Exhibit A – Property Legal Description

(Need from Applicant – Verify with GIS)

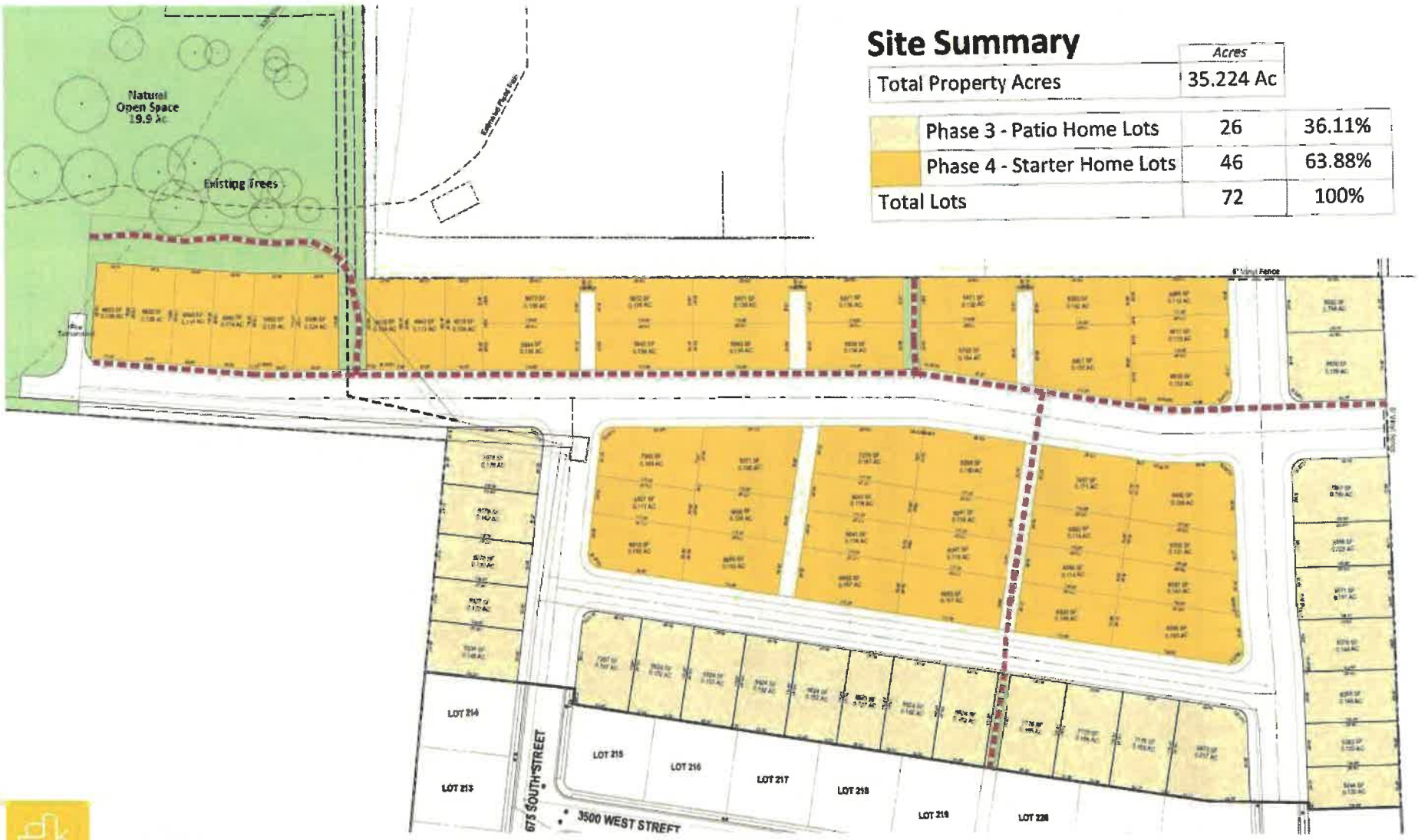
Exhibit B – Property Graphic Depiction

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.

See next pages.



Site Summary

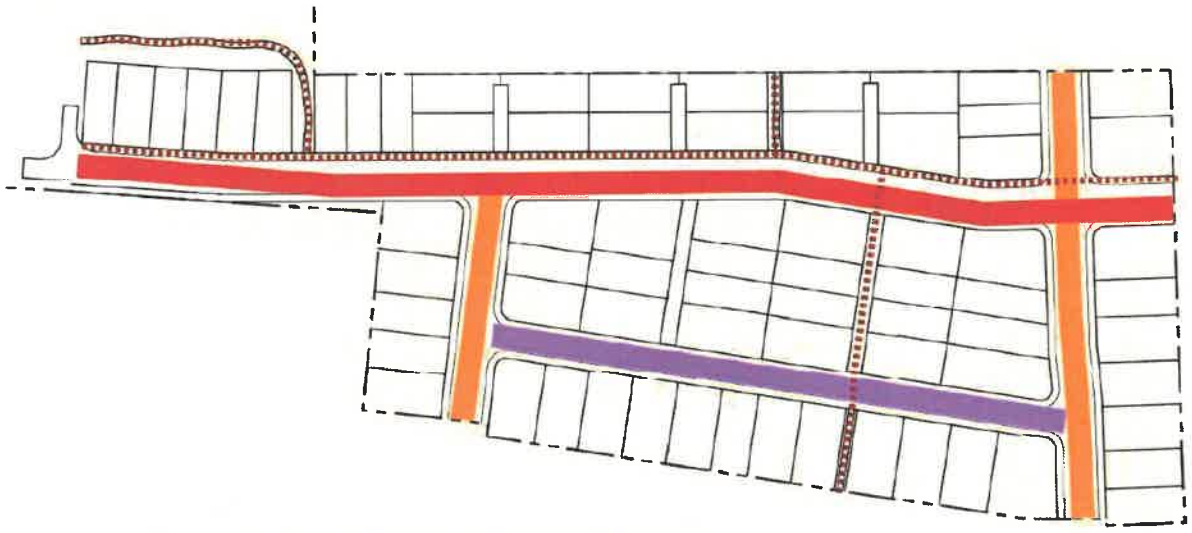
	Acres	
Total Property Acres	35.224 Ac	
Phase 3 - Patio Home Lots	26	36.11%
Phase 4 - Starter Home Lots	46	63.88%
Total Lots	72	100%

Think Architecture

August 24, 2026

Concept Plan

Riverbend, Weber County, Utah



A-1 - MINOR RESIDENTIAL

A-2 - MINOR RESIDENTIAL

B - MAJOR RESIDENTIAL

10' WIDE PATHWAY (See Exhibits E and F)

Typical Lot Setbacks

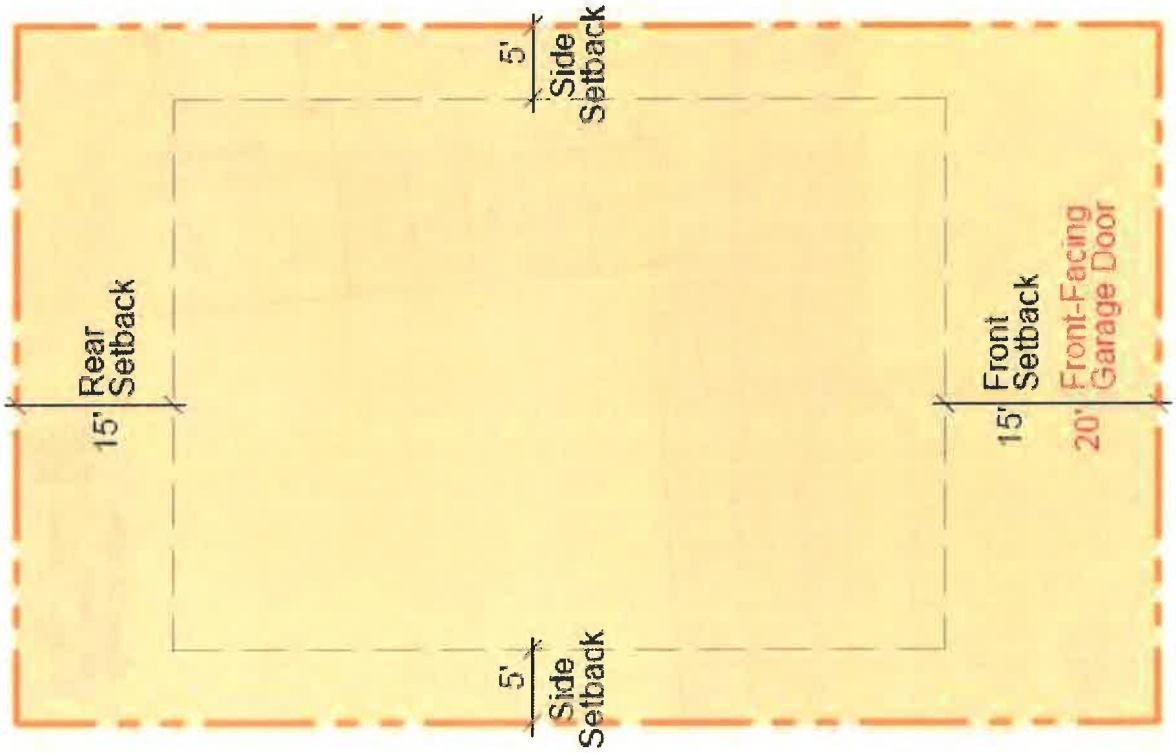


Exhibit D – Associated Rezone Area

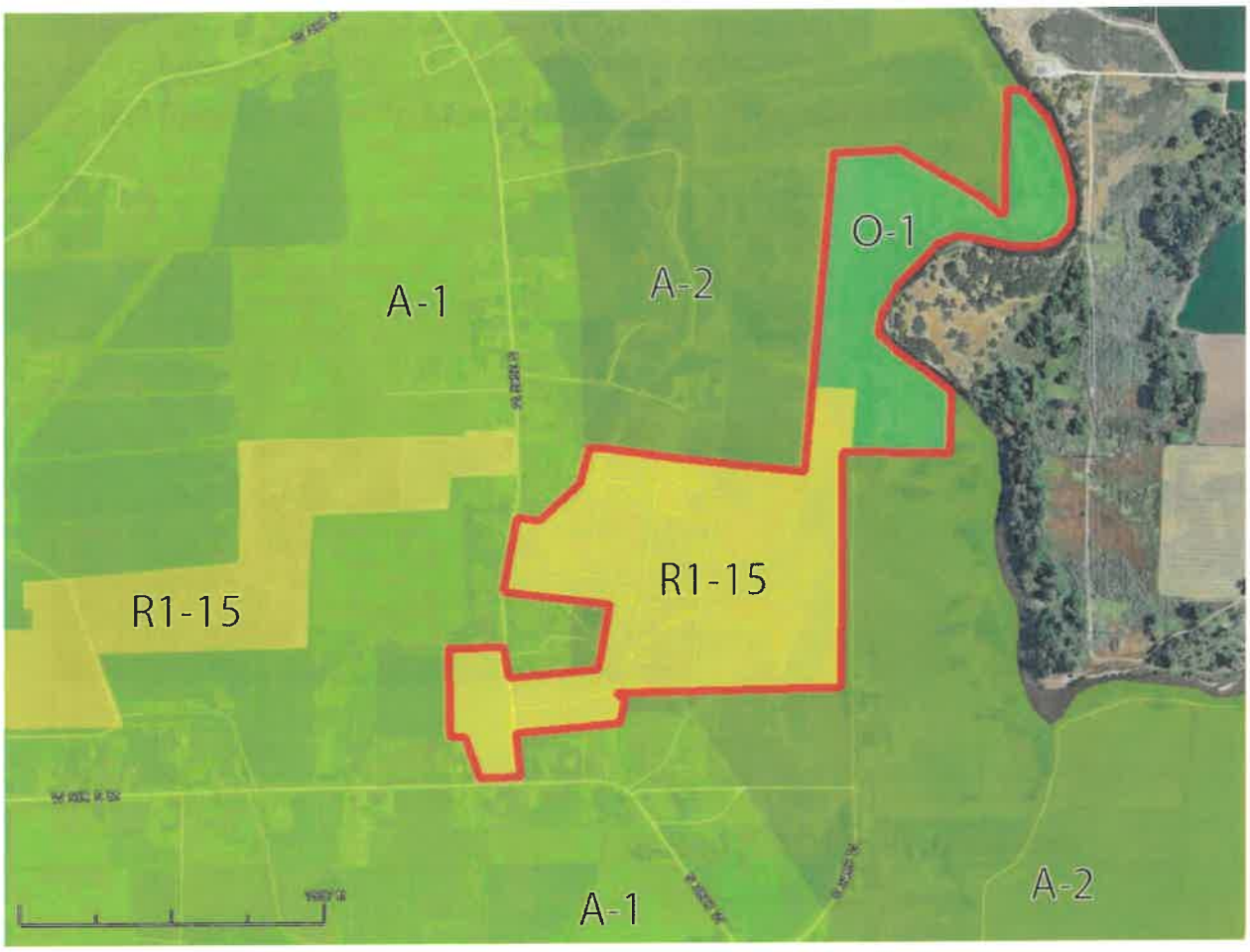
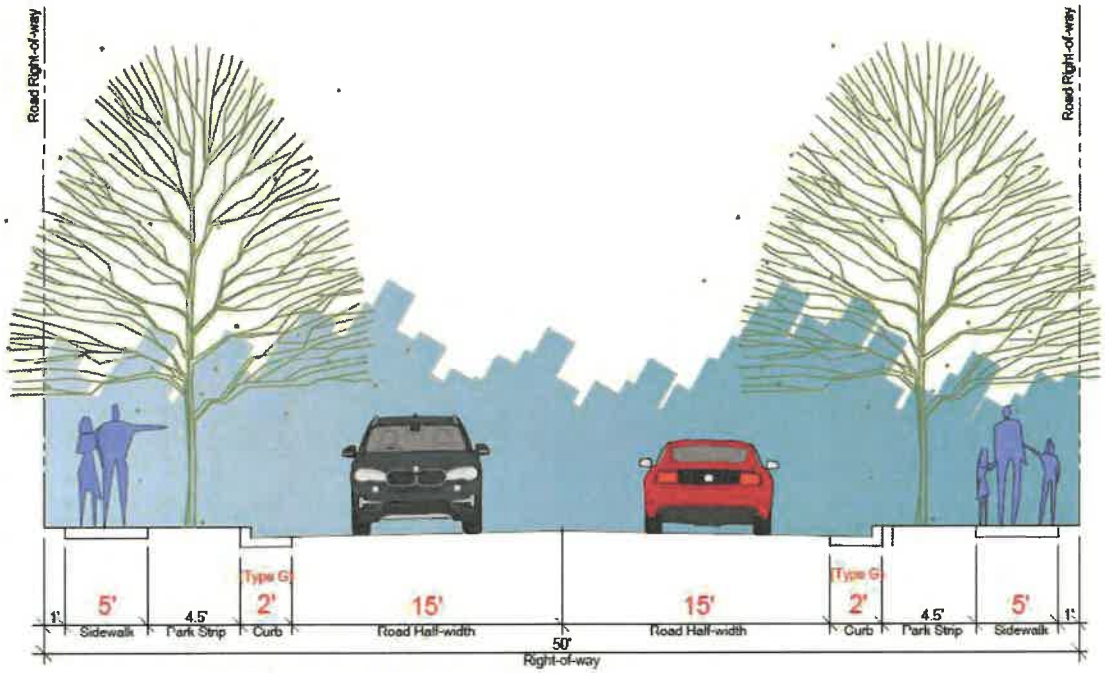


Exhibit E – Street Cross Sections

Notes:

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

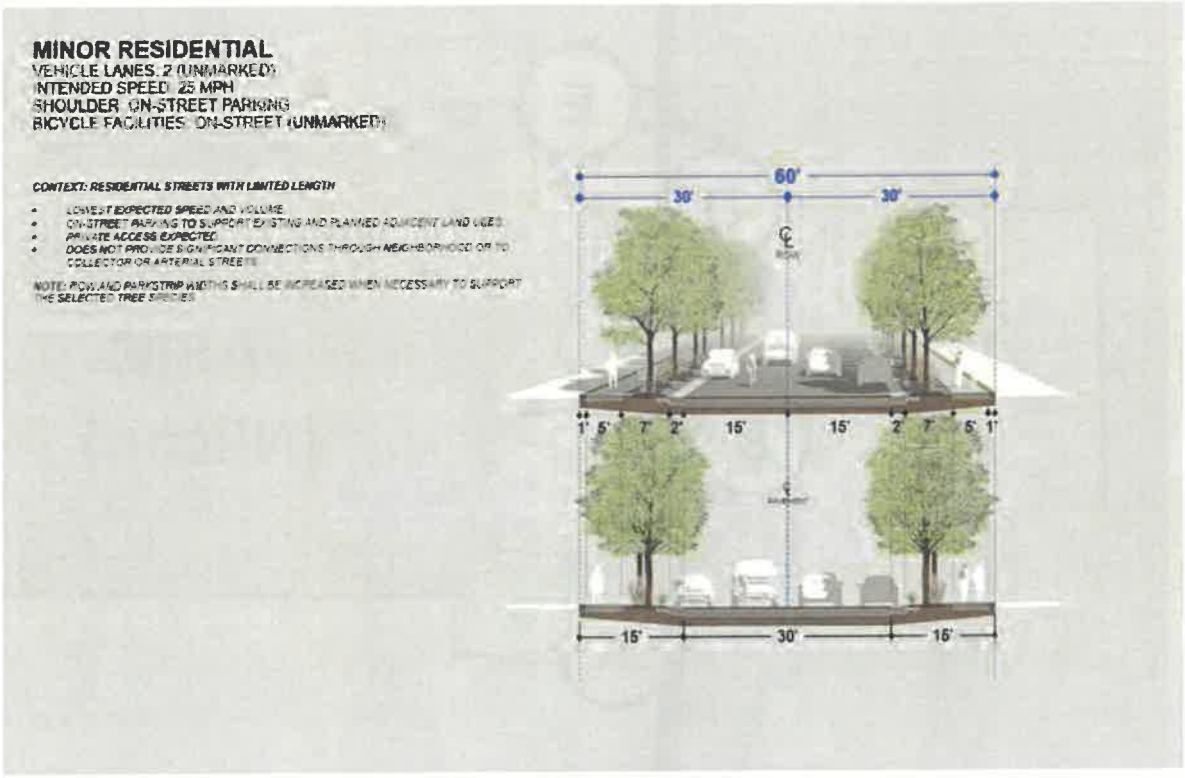
Minor Residential Streets shall be labeled with an "A-1" on the Concept Plan.



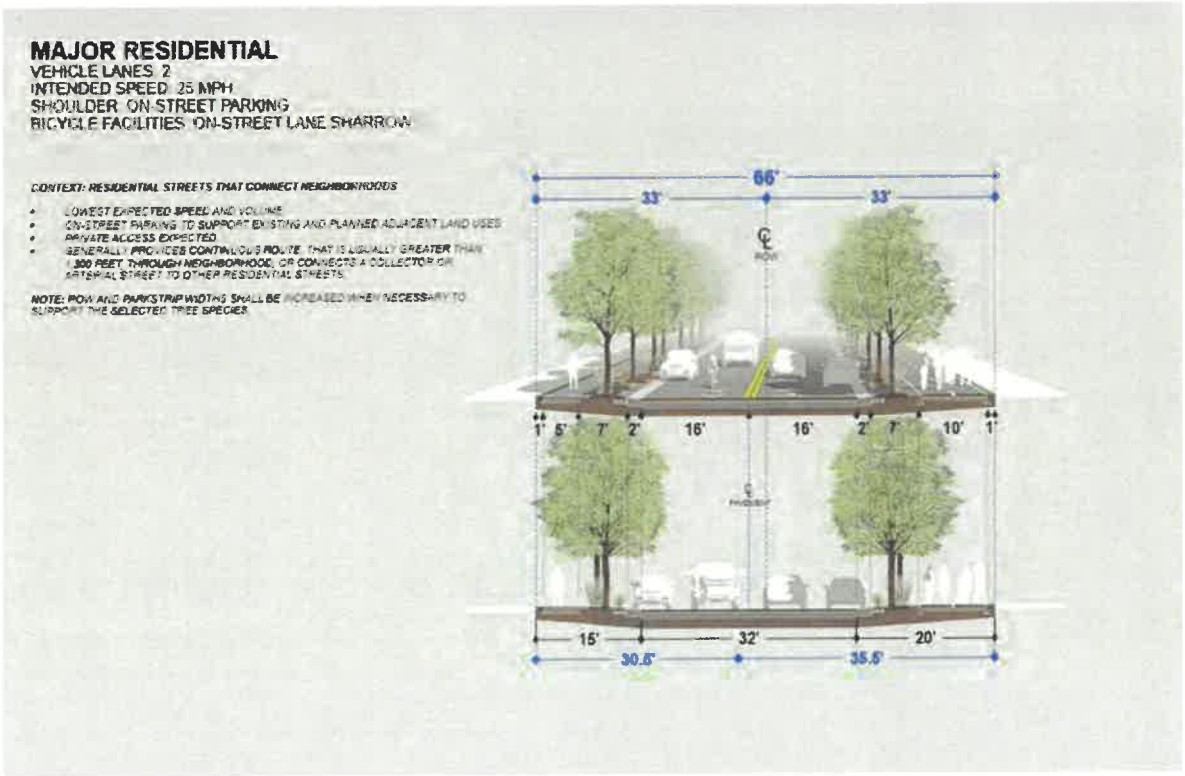
Minor Street

55' Right-of-way Width

Minor Residential Streets shall be labeled with an "A-2" on the Concept Plan.



Major Residential Streets shall be labeled with a "B" on the Concept Plan.



3600 West – See Section Error! Reference source not found..

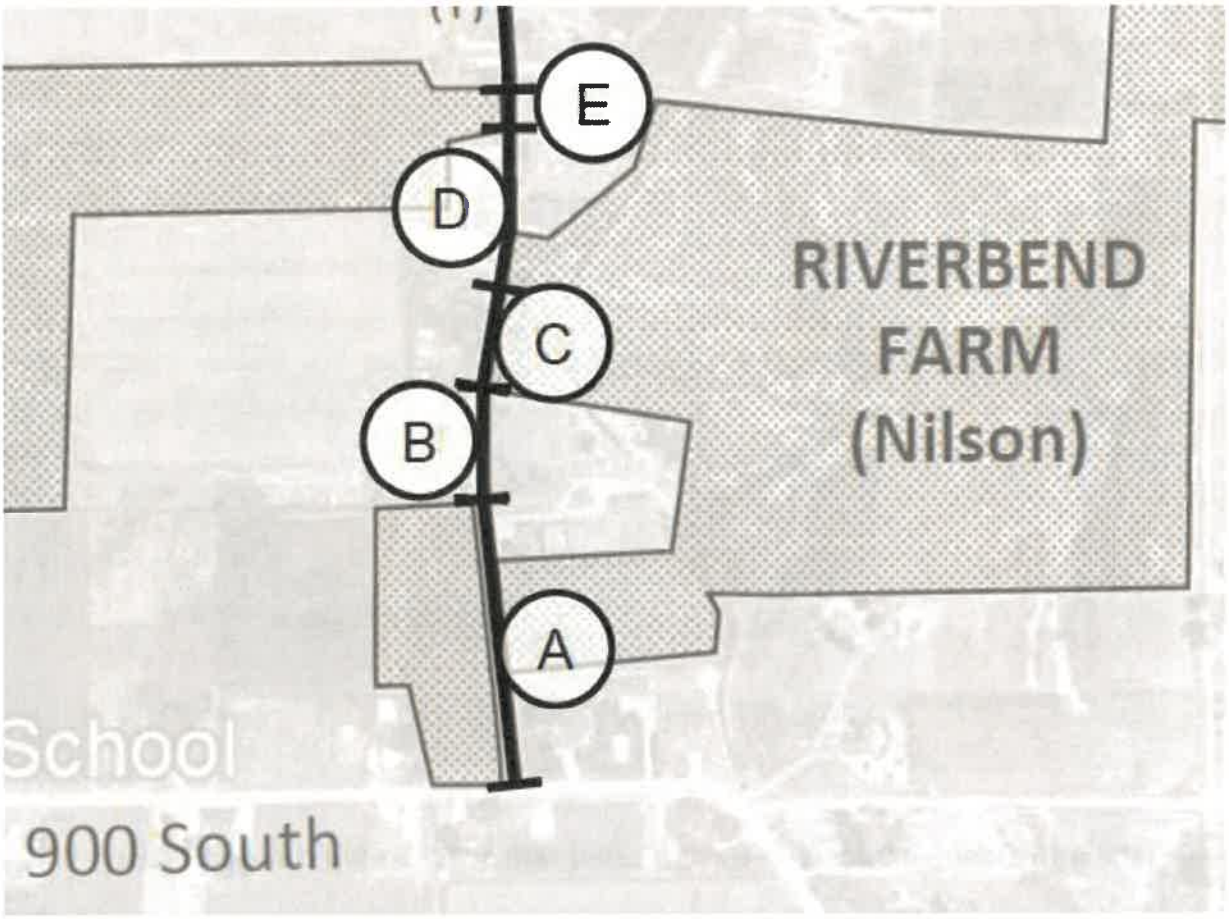


Exhibit F – Non-Street-Adjacent Pathway Cross Section

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 an alternative right of way width standard. If the alternative is used, Master Developer shall install the specified fence as a subdivision improvement.



Exhibit G – Reserved.

Exhibit H – Public Parkstrip Landscaping

Lacy to insert standardized schematic here.

Exhibit I – Reserved

Exhibit J – Reserved

Exhibit K – Fallback Land Use Provisions

Applicability. These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

2. Reserved

3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

3.1 Accessory Uses

USE	STATUS	SPECIAL REGULATIONS
Accessory building, accessory and incidental to the use of a main building.	P	
Accessory dwelling unit.	P	See Chapter 108-19.
Accessory use, accessory and incidental to the main use.	P	
Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation.	P	See Section 4.1 below. 5-acre use.
Custom exempt meat cutting, accessory to a residential use.	N	
Family food production, accessory to a residential use.	P	See Section 4.5 below.
Home occupation, accessory to a residential use.	P	See Chapter 108-13.
Household pets, accessory to a residential use.	P	
Main building, designed or used to accommodate the main use.	P	
Parking lot, accessory to a main use allowed under these provisions.	P	
Parking of large vehicle, accessory to residential use.	C	See Section 4.7 below. 5-acre use.
Parking of construction vehicle.	C	See Section 4.6 below. 5-acre use.
Sugar beet loading or collection station.	P	
Sugar beet dump site.	P	
Temporary building or use, accessory and incidental to onsite construction work.	P	See Section 4.8 below.

3.2 Agricultural Uses, Non-Animal

USE	STATUS	SPECIAL REGULATIONS
Agriculture.	P	
Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation.	P	
Agricultural experiment station.	P	
Aquaculture.	P	

USE	STATUS	SPECIAL REGULATIONS
Fruit and vegetable storage and packing plant, for produce grown on premises.	N	
Grain storage elevator.	N	
Greenhouse and nursery. Sales are limited to plants produced on the premises.	P	
Laboratory facility, for agricultural products and soils testing.	N	
Manure spreading, drying and sales.	N	

3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Animal grazing, as defined in Section 101-2.	P	See Section 4.2 below. 5-acre use.
Animal feeding operation, as defined in Section 101-2.	N	
Animal feeding operation, large concentrated, as defined in Section 101-2.	N	
Apiary.	P	
Aquaculture, animal related.	P	
Aviary.	P	
Chinchilla raising.	N	
Corral, stable or building for keeping animals or fowl.	P	See Section 4.3 below.
Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm.	N	5-acre use.
Dairy or creamery.	N	
Dog breeding, dog kennels, or dog training school.	N	See Section 4.4 below. 2-acre use.
Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses.	P	
Slaughterhouse.	N	
Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel.	N	5-acre use.
Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time.	N	

3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Agri-tourism.	C	See Chapter 108-21.
Airport.	N	
Campground and picnic area.	C	See Chapter 108-20.
Cannabis production establishment, as defined by state code.	N	See Section 108-7-34.
Child day care.	N	
Circus or transient amusement.	N	
Equestrian training and stable facilities. No more than ten horses per acre of land used for horses.	C	5-acre use.
Golf course, except miniature golf course.	P	
Golf driving range.	N	
Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod.	N	
Gun club.	N	5-acre use.
Horse racing and training track, cutter racing track, including indoor concessions as an accessory use.	N	
Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc.	N	
Stables.	N	
Skeet shooting range.	N	5-acre use.
Turf horse jumping course.	N	
Veterinary Facility.	N	

3.5 Institutional Uses

USE	STATUS	SPECIAL REGULATIONS
Campground and picnic area.	C	See Chapter 108-20.
Cemetery.	P	
Convalescent or rest home.	N	
Correctional institution.	N	
Church, synagogue or similar building used for regular religious worship.	P	
Dog pound.	N	
Equestrian training and stable facilities, noncommercial. No more than five horses per acre.	N	
Hospital.	N	
Private park, playground or recreation area. No privately owned commercial amusement business.	P	
Public building.	P	
Public park, recreation grounds and associated buildings.	P	
Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools.	P	
Public storage facilities developed by a public agency.	C	See Chapter 108-10.
Sanitarium.	N	
School bus parking, provided the vehicle is parked at least 30 feet from a public street.	C	

3.6 Residential Uses

USE	STATUS	SPECIAL REGULATIONS
Residential facility for elderly persons.	P	See Section 108-7-15.
Residential facility for handicapped persons.	P	See Section 108-7-13.
Residential facility for troubled youth.	C	See Section 108-7-14.
Single-family dwelling.	P	
Two-family dwelling.	N	

3.7 Utility Uses

USE	STATUS	SPECIAL REGULATIONS
Public utility substations.	C	See Title 108, Chapter 10.
Radio or television station or tower.	C	See Title 108, Chapter 10.
Wastewater treatment or disposal facilities.	N	See Title 108, Chapter 10.
Small wind energy system.	N	See Section 108-7-24.

3.8 Other Uses

USE	STATUS	SPECIAL REGULATIONS
Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance.	N	

4. Special Regulations

4.1 Agricultural Produce Sales, Onsite

1. "Onsite" means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.
4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.
5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

4.2 Animal Grazing

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

4.3 Corral, Stable or Building for Keeping Animals or Fowl

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

4.4 Dog Breeding, Dog Kennels, or Dog Training School

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

4.5 Family Food Production

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

4.6 Parking of Construction Vehicle

2. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee.
3. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

4.7 Parking of Large Vehicle

4. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

4.8 Temporary Building or Use

5. The building or use shall be removed upon completion or abandonment of the construction work.

5. Site Development Standards

STANDARD	REQUIREMENT	SPECIAL REGULATIONS
Minimum lot area - dwelling	40,000 square feet	
Minimum lot area - other main building or use	2 acres	
Minimum lot area - 2-acre use	2 acres	
Minimum lot area - 5-acre use	5 acres	
Public utility substation	See Section 108-10-2	
Minimum lot width and street frontage	150 feet	
Minimum lot width and street frontage for 2- and 5-acre use	300 feet	
Minimum front setback - all buildings	30 feet	See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet.
Minimum side setback - dwelling	10 feet; total width of both side setbacks not less than 24 feet	See Section 108-7-10. Cluster-subdivision exception: 5 feet.
Minimum side setback - other main building	20 feet	See Section 108-7-10.
Minimum street-side setback - corner lot	20 feet	See Section 108-7-10.
Minimum side setback - accessory building	10 feet; 1 foot if at least 6 feet to rear of main building	See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies.

STANDARD	REQUIREMENT	SPECIAL REGULATIONS
Minimum rear setback - main building	30 feet	See Section 108-7-10. Cluster-subdivision exception: 20 feet.
Minimum rear setback - accessory building	1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot	See Section 108-7-10. Cluster-subdivision exception applies.
Minimum building height - main building	1 story	
Maximum building height - main building	35 feet	
Maximum building height - accessory building	25 feet	See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials.

Weber County Planning Division

Staff Report to the Weber County Planning Commission

Synopsis

Application Information

Application Request:	File #ZMA2026-05, Wagstaff - Nilson (South): A proposal to rezone approx. 84.94 acres from A-1 and A-2 to R1-15, subject to a development agreement
Agenda Date:	November 10, 2026
Applicant:	Nilson Land Holdings, LLC (Nilson Homes); Representative: Lacy Richards
File Number:	ZMA2026-05
Frontier Project Link:	https://frontier.co.weber.ut.us/p/Project/Index/26982

Property Information

Approximate Location:	Approximately 3750 West 400 South
Current Zone(s):	A-1 and A-2
Proposed Zone(s):	R1-15 (Residential), with project-specific development agreement

Adjacent Land Use

North:	Agriculture	South: Agriculture
East:	Agriculture and large-lot residential	West: Agriculture

Staff Information

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

Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 102, Chapter 6 (Development Agreements); 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 which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary and Background

Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.

Nilson Land Holdings, LLC requests a rezone of approximately 84.94 acres from A-1 and A-2 to R1-15, allowing a maximum density of 2.9 dwelling units per gross acre, or approximately 246 residences. The proposal is generally consistent with the General Plan's medium-to-large residential land use designation and incorporates several smart-growth principles, including interconnected streets and pathways, housing variety, and neighborhood open space. The proposed development agreement would also allow attached residential dwellings, a deviation from conventional R1-15 standards that staff supports as a means of diversifying housing opportunities. In addition to the 246 residential units, the applicant is also interested in

up to 73 optional price-limited bonus residences (single-family detached) in exchange for attainability and homeownership requirements similar to those approved in their JDC Ranch project.

The applicant proposes 10 acres of park and open space, including an approximately six-acre public park, together with $800,000 in park improvements. Staff recommends directing at least $500,000 toward the principal park. Other considerations include exemptions from garage design standards and improvements to 3600 West, and other street improvements. Utility service is generally available subject to necessary improvements and provider approvals, and mapped wetlands will require delineation before preliminary subdivision approval.

Staff finds the requested residential use to be generally consistent with the general plan's policies and growth strategies and is giving a positive recommendation contingent on a development agreement substantially similar to the attached draft, with the key topics discussed below.

Policy Analysis

Nilson Land Holdings, LLC requests a zoning map amendment for approximately 84.94 acres near 3750 West 400 South, changing the property from the A-1 and A-2 zones to R1-15. Six parcels are identified for the proposed development: 15-044-0043, 15-044-0044, 15-044-0045, 15-028-0007, 15-028-0048, and 15-028-0012. The applicant describes a residential community with a conceptual layout of approximately 224 dwelling units. The draft development agreement establishes a maximum density of 2.9 dwelling units per gross acre across the project per the R1-15 zone, which could allow up to 246 dwelling units. The applicant is also proposing 73 additional optional attainable dwelling units; if approved the project could include up to 319 dwelling units.

Figure 1: Project Area Aerial



The concept plan illustrates 74.53 acres of residential area and 10 acres of open space and parks. The development agreement contemplates detached dwellings and the option of attached single-family housing, including townhomes and mansion homes. Although attached dwellings are not ordinarily allowed by the R1-15 zone, they have been allowed in certain other recently approved rezones as the general plan supports them via master planning as a means of increasing housing variety, subject to the planning commission's consideration of design standards and compatibility.

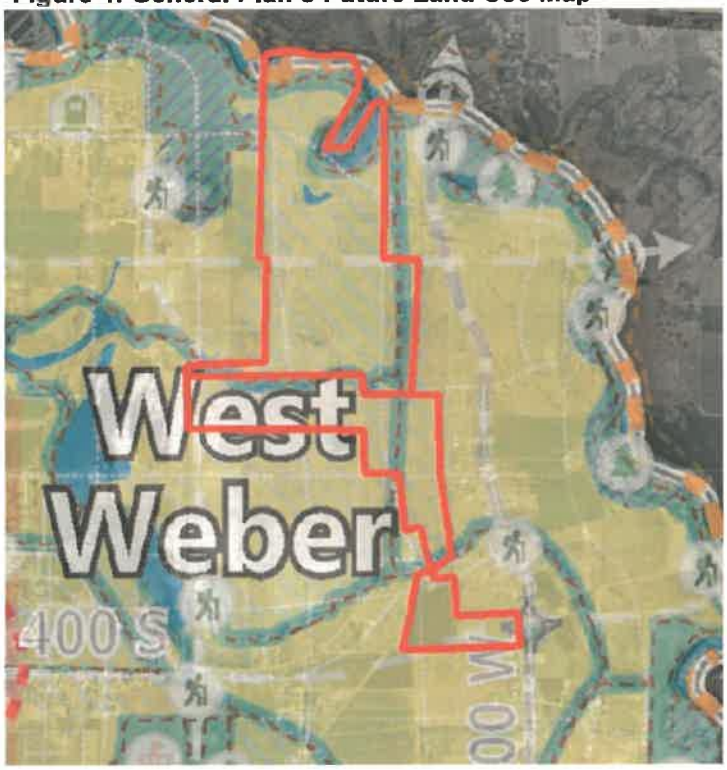
The following analysis addresses the six legislative rezone considerations established by Weber County Code, with the general plan as the primary policy reference.

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

Residential Land Use and Density

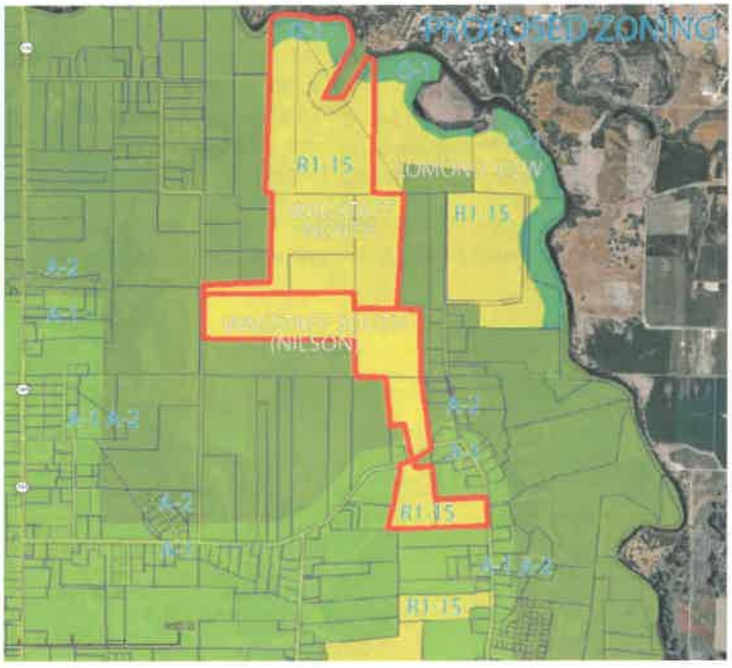
The General Plan maps this property for medium-to-large residential lots. Land Use Action Item 1.2.1 (page 52) supports considering rezones allowing an average lot size of 15,000 square feet, provided appropriate smart-growth strategies are volunteered. Action Item 1.2.2 recognizes that smaller lots and additional density may be appropriate within well-planned developments where smart-growth practices and commensurate public benefits are provided. A density of 2.9 units per gross acre equates to roughly 15,000 gross square feet per dwelling unit. The proposed R1-15 zone is compatible with the proposed density, but the extent of smaller-lots, attached-housing flexibility, and potential bonus attainable units warrants consideration of the project's public benefits and design details.

Figure 4: General Plan's Future Land Use Map



The draft agreement would authorize attached single-family dwellings, including buildings of up to six townhome units and up to four mansion-home units. This would be a project-specific deviation from the conventional R1-15 standards. Staff supports the possibility of attached housing because the General Plan encourages a broader mixture of housing choices within each neighborhood. This enables an aging in place community in which multiple generations of families can reside in close proximity should they choose to do so. Due to market considerations, the applicant has expressed uncertainty about whether attached units will be exercised without an allowance for greater density.

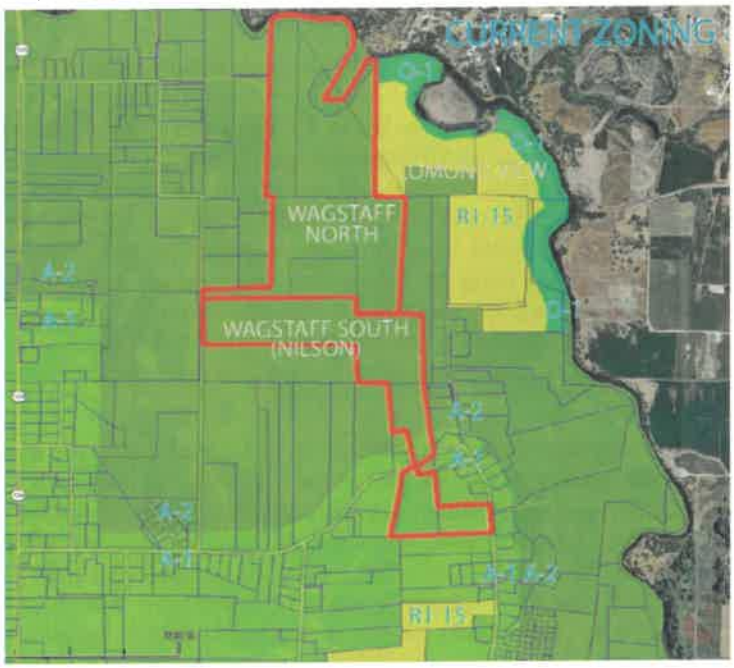
Figure 3: Proposed Zoning



If attached dwelling units are constructed, Section 104-12-4 of the Weber County Code, which will be applicable to the project, establishes minimum architectural design standards for them. These standards require roofline variations at intervals of no more than 50 feet, with at least a 12-inch shift, and building façade offsets at intervals of no more than 30 feet, with at least a six-inch shift. Street-facing façades must incorporate brick, stone, wood, or comparable materials, with metal accents limited to less than 25 percent of the façade. At least one exterior material must be carried onto the building's other elevations, and buildings must incorporate at least two muted earth-tone colors. The standards also seek to prevent repetitive streetscapes by requiring at least seven

distinct façade designs for developments containing multiple similar dwelling units along the same street block, subject to certain exceptions.

Figure 2: Existing Zoning



The draft agreement will also enable lots as small as 4,000 square feet and 40 feet in width where appropriate instead of the R1-15 zone's standard 6,000 square feet and 60 feet of width, with additional flexibility for units the applicant is describing as "pocket units," which is a grouping of smaller lots, some may be as small as the residence's building footprint, that are generally organized around a central common courtyard and are sometimes surrounded by common area or limited common area in what some might term a "PUD" style development. These requested deviations will help enable flexible variation of lot sizes as well as allowing the zone's density provision to govern despite the property's oddly narrow configuration. The property's configuration will better support longer narrower lots in certain areas. The deviation could also help better fit the attainable units should they be approved.

General Plan Smart-Growth Principles

Land Use Principle 1.4 (pages 53-54) calls for smart-growth principles to accompany residential rezones. The project offers a connected street and pathway framework, meaningful open space, developer-funded park improvements, a variety of potential housing products, street trees, and provisions for water-wise public landscaping. The agreement also contemplates limiting new development until infrastructure is available. These measures support the plan's goals for orderly, connected development and neighborhood recreation.

Housing attainability is also an important general plan objective. The Housing Vision (page 67) recognizes the need for housing choices attainable to residents at different income levels and stages of life. Housing Goal 1 (page 81) supports affordable homeownership and rental opportunities, while Housing Goal 2 and Principle 2.1 (page 83) encourage a mixture of housing sizes, types, and prices. Housing Action Item 1.1.5 (page 82) also contemplates development incentives and density bonuses to encourage affordable housing. If approved, the applicant is proposing price-capping each attainable unit to $400,000 minus buyer-selected upgrades, and has proposed an owner occupancy restriction that would expire ten years after the agreement it put into effect. Staff recommends, and the current draft proposes, the 10-year owner occupancy restriction expire no sooner than 10 years after the building is initially occupied.

The General Plan also identifies dark-sky considerations, water conservation, emissions and air quality, energy efficiency, renewable energy, and agricultural preservation as smart-growth principles (pages 47-49, 53-54). Applicable County requirements remain in effect, but the current agreement draft does not establish above-code energy performance, or renewable-energy requirements.

Garage Design

Sections 8.11.2 and 8.12 of the draft would exempt the project from the Code's front-facing or street-facing garage requirements and from limitations on the portion of building frontage occupied by garages. Although the General Plan does not specifically address front-facing garage doors, Land Use Action Items 1.4.4 and 1.4.6 encourage human-scale street design and attractive neighborhoods with a distinctive sense of place. The development agreement proposes exemptions from certain County garage-design standards, allowing greater flexibility in garage placement and the proportion of building frontage occupied by garage doors. The Planning Commission should consider whether these exemptions, particularly for attached residential

buildings with multiple garage doors facing the street, could adversely affect the visual character and pedestrian-oriented design of the development.

Parks and Open Space

Parks and Recreation Principle 1.3 and Action Item 1.3.2 (page 130) support having new residential developments provide their fair share of neighborhood parks and developer-financed park improvements. The plan advocates for a minimum 10 acres per 1,000 residents of parks and open space. Principle 1.4 and Action Item 1.4.2 (page 131) encourage meaningful open space within residential areas and giving the park district the first opportunity to accept improved parks. The proposed 10 acres of open space; a six-acre principal public park and various smaller parks or community open space areas, and $800,000 applicant-funded improvements may provide reasonable consideration for the requested zoning flexibility. The applicant is requesting all parks and open space be dedicated to the county or park district. The draft agreement expressly provides for the dedication of the six-acre park, but carves out the option for other proposed open spaces to be dedicated should the county or park district accept it. If not, the applicant is proposing the smaller areas to be owned and operated by the HOA for the exclusive use of the development's residents.

At 224 dwelling units, a contribution of $7,500 per unit would total $1.68 million, while 246 units would generate approximately $1.85 million. Under the 224-unit scenario, deducting the applicant's proposed $800,000 cash contribution leaves $880,000 to be attributed to the concept plan's proposed 10.4 acres of open space (assuming all becomes public open space), equivalent to approximately $84,615 per acre. At 246 units, the implied land value increases to approximately $100,481 per acre. While these valuations may be relatively high for certain types of undeveloped land, the purpose of this analysis is not to establish the property's absolute market value, but rather to determine whether the applicant's combined land and financial contributions provide reasonably commensurate value compared to the costs the County or Park District would otherwise incur to acquire comparable land and provide the necessary utilities, infrastructure, and water shares. When evaluated in this context, the planning commission may desire to find that the applicant's proposal falls within a reasonable and acceptable range of the intended $7,500-per-unit contribution.

Regarding the potential 73 additional attainable housing units, the Planning Commission should consider whether these units should be included in the calculation of the project's park and open-space contributions. In other development agreements, the County has exempted attainable housing units from park contribution requirements or allowed reduced contributions attributable to those units as a means of supporting housing attainability. Applying a similar approach to this development may be appropriate to avoid imposing additional costs that could undermine the intended affordability benefits of the attainable housing incentive.

Staff recommends directing a minimum of $500,000 of the $800,000 toward improving the principal six-acre public park unless another arrangement is negotiated. The development agreement separately requires utilities and water service for park needs, and excludes utility stubs, abutting street work, and perimeter pathways from the $800,000 contribution.

Street Connectivity and Collector Corridor

The applicant has worked with staff to create an optimally connected residential street network. Additionally, the applicant and staff negotiated middle ground regarding staff's previously expressed concern about the "new" 400 South alignment. The general plan identifies the collector street generally through the southern portion of the property. Instead of a completed 80-foot wide full-width collector street, the development agreement proposes an 80-foot-wide dedicated right-of-way along the plan's designated alignment but the initial street improvements would follow a modified 66-foot Major Residential street cross-section instead of the full-width street improvements of a collector street. The need for the collector street is based on the new alignment eventually bridging the Weber River to the east and connecting to some future transportation corridor in Marriott-Slaterville. By the time that corridor exists it will likely be time to rebuild and upgrade this street. This alternative appears to be reasonable middle-ground.

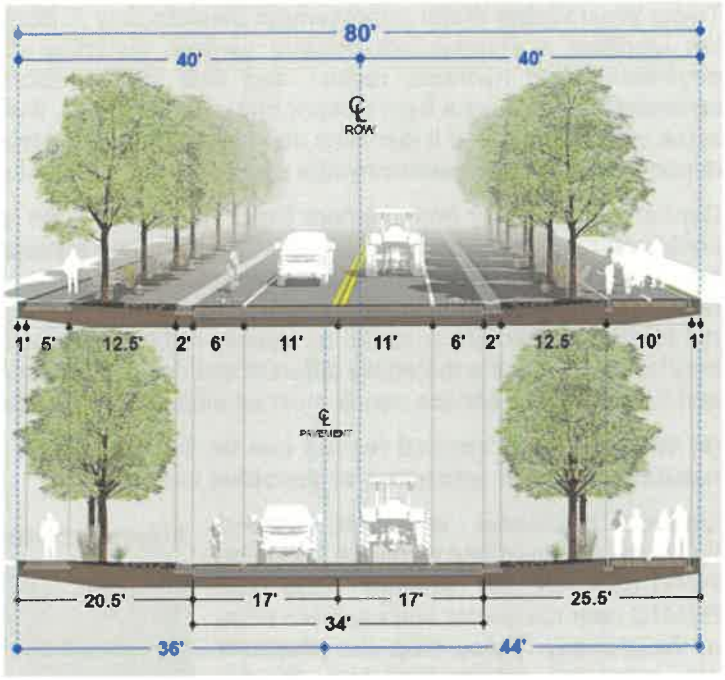
Transportation Goals 1 and 4 (pages 101 and 108) prioritize interconnected streets, multimodal transportation, and infrastructure that accommodates future growth. The Planning Commission should consider whether the proposed street design and alignment will adequately accommodate the corridor's long-term transportation function while supporting an attractive and connected residential neighborhood.

(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 surrounding area remains predominantly agricultural: agriculture lies to the north, west, and south, while agriculture and large-lot residential uses lie to the east. The rezone would introduce substantially smaller residential lots and potentially attached units into an area with a predominantly rural existing appearance.

However, the adopted General Plan anticipates medium-to-large residential development on the subject land and expects neighborhood design, parks, and pedestrian and street connections to help shape the transition.

Figure 5: Minor Street Cross Section (80')



The final density distribution, garage-door prominence, and design of park and pathway edges will influence whether the community becomes an attractive, lasting addition to the area. The development agreement should provide enforceable standards adequate to address those matters.

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

The additional residential entitlement would increase local trips, utility demand, and demand on parks and other public services compared with existing agricultural development. Street and pathway stubs also establish future circulation relationships with surrounding property owners. Public parkland and street connectivity provide community benefits and the planning commission should consider whether the benefits appropriately outweigh adverse effects.

(d) The adequacy of facilities and services intended to serve the subject property, including roadways, parks, police and fire protection, stormwater drainage, water supplies, wastewater, and refuse collection.

3600 West Street Improvements

As proposed in draft agreement, the developer would widen 3600 West Street from 900 South Street to the Project to a 30-foot asphalt width and complete associated improvements under specified phasing, right-of-way availability, reimbursement, and lawful impact-fee credit provisions. The draft generally allocates the initial 26-foot widening to the developer, with potential credits for eligible additional widening, and contains further cost-allocation provisions. The final agreement and County Engineer's construction approval will control the precise segments, design, and timing.

Infrastructure Timing and Financing

The General Plan directs that infrastructure keep pace with growth rather than allowing development to outstrip necessary public facilities (Land Use Goal 1 and Transportation Principle 1.1). The draft agreement addresses developer-financed street, utility, and park infrastructure, phasing, financial guarantees, and appropriate reimbursement or impact-fee credits. Staff recommends and the draft agreement is designed for necessary improvements to be completed or financially secured before or concurrently with the development generating the new demand, and that future corridor connections remain feasible.

Utilities and Public Services

Taylor West Weber Water Improvement District's July 7, 2026 letter states an ability to serve culinary water but identifies a substandard existing six-inch waterline along 400 South, requires system upgrades, engineering and hydraulic review, and final written district approval. The letter requires pressurized secondary water service from Hooper Irrigation Company. It is an ability-to-serve letter rather than a final will-serve commitment, and it identifies an expiration date of January 7, 2027. Any final approval should remain dependent on current water-provider approvals and adequate capacity, pressure, and fire flow.

Central Weber Sewer Improvement District's July 16, 2026 letter indicates treatment capacity for the then-contemplated 224 residences, but does not guarantee annexation approval. The entire served property must be annexed into the District before connection or lot sales, and the District describes the County as the anticipated retail sewer collection provider. Its capacity review is valid for three years from issuance. Because the binding entitlement is based on density rather than the 224-unit concept, updated provider verification may be necessary if a materially different unit count is proposed. Stormwater control, offsite service impacts, and fire and police service needs must be addressed in subdivision and engineering review.

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

Mapped freshwater emergent wetland habitat occurs in limited locations, including PEM1/USA on the western edge and PEM1C near the center and southern edge of the property. These map classifications are screening information and do not independently establish the actual limits or regulatory jurisdiction of wetlands on the ground. A site-specific wetlands delineation must be completed before preliminary subdivision approval so the proposed layout and improvements can be evaluated in light of wetlands and any associated permitting requirements.

Figure 6: National Wetlands Inventory



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

The proposed connected street pattern and improvements to 3600 West, 400 South, and 4300 West will help disperse new traffic and strengthen access. New streets within the Project and their future connections through other properties to which they stub will add significant redundancy in the street network – which is necessary for traffic dispersion.

The agreement should not be construed as eliminating future lawful, proportionate-share obligations for offsite transportation improvements attributable to the development. Final traffic and roadway requirements should be established using the County Engineer's review and appropriate traffic or engineering analyses.

Staff Recommendation

Staff recommends a positive recommendation for File ZMA2026-05, a proposed rezone of approximately 84.94 acres from A-1 and A-2 to R1-15, subject to a development agreement substantially similar to the attached draft. Staff finds the general residential land use supportable under the Western Weber General Plan, provided the agreement preserves the public park, infrastructure, and smart-growth benefits offered in consideration for greater development flexibility. The following items should be addressed in the final development agreement and/or during Planning Commission consideration:

1. Maintain the 2.9-dwelling-unit-per-gross-acre base density limit, with a conditional bonus of up to 73 additional detached starter homes subject to the purchase-price limitations and owner-occupancy deed restrictions specified in the draft development agreement.
2. Allow attached single-family dwelling types and "pocket homes" as an express project-specific deviation from the R1-15 zone, in support of housing diversity.
3. Consideration of the proposed exemptions from front-facing garage-door and garage-dominated facade requirements, particularly as they are applied for townhome buildings.
4. Secure at least 10 acres of open space with no less than six acres for a publicly accessible park. Preserve the applicant's $800,000 improvement commitment and staff's recommended minimum $500,000 investment in the principal park, subject to final negotiation.
5. Retain proposed 3600 West and other street and pathway improvement obligations, coordinated construction timing, secondary emergency access, and lawful proportionate-share requirements.
6. Require site-specific wetlands delineation before preliminary subdivision approval and verification of culinary water, secondary water, sanitary sewer, stormwater, and fire service as subdivision review proceeds.
7. If approved, require all attainable units to be owner-occupancy restricted from the date of occupancy.

Suggested findings:

1. The proposed R1-15 residential use is generally consistent with the general plan's medium-to-large residential land-use designation with planned deviations to incentivize housing attainability and variety.
2. The development agreement provides an enforceable framework for density, public park and open-space contributions, infrastructure improvements, and coordinated growth.
3. Flexibility to construct attached single-family housing, "pocket homes," and attainable housing can advance the general plan's objective of providing a wider range of housing choices.
4. As conditioned and implemented through a suitable development agreement, the amendment can advance the health, safety, and general welfare of the community.

Model Motion

The model motions below are provided solely to assist commissioners in framing a clear recommendation for the record. The examples are voluntary, and the Commission may amend or omit any specific condition or finding.

Motion for positive recommendation as-is:

I move that we forward a positive recommendation to the County Commission for File ZMA2026-05, a rezone of approximately 84.94 acres at approximately 3750 West 400 South from the A-1 and A-2 zones to R1-15, subject to the provisions in the draft development agreement, based on the findings in the staff report and any additional findings stated on the record.

Motion for positive recommendation with changes:

I move that we forward a positive recommendation to the County Commission for File ZMA2026-05, a rezone of approximately 84.94 acres at approximately 3750 West 400 South from the A-1 and A-2 zones to R1-15, subject to the provisions in the draft development agreement and the following additional changes or clarifications:

[Identify desired streets or street alignment changes, garage standards, park dedication or improvements, or other provisions].

I make this recommendation based on the findings in the staff report, and as supplemented or modified as follows:

[Identify additional or alternative findings].

Motion to recommend denial:

I move that we forward a recommendation for denial to the County Commission for File ZMA2026-05, a rezone of approximately 84.94 acres at approximately 3750 West 400 South from the A-1 and A-2 zones to R1-15, based on the following findings:

[identify the applicable General Plan inconsistencies, incompatibilities, infrastructure concerns, or other legislative considerations supporting denial].

Exhibits

Exhibit A: Application materials.
Exhibit B: Current Zone Map.
Exhibit C: Proposed Zone Map.
Exhibit D: Draft Development Agreement.

Exhibit A: Application materials.

Exhibit A: Application Materials

Nilson Homes Rezone Narrative

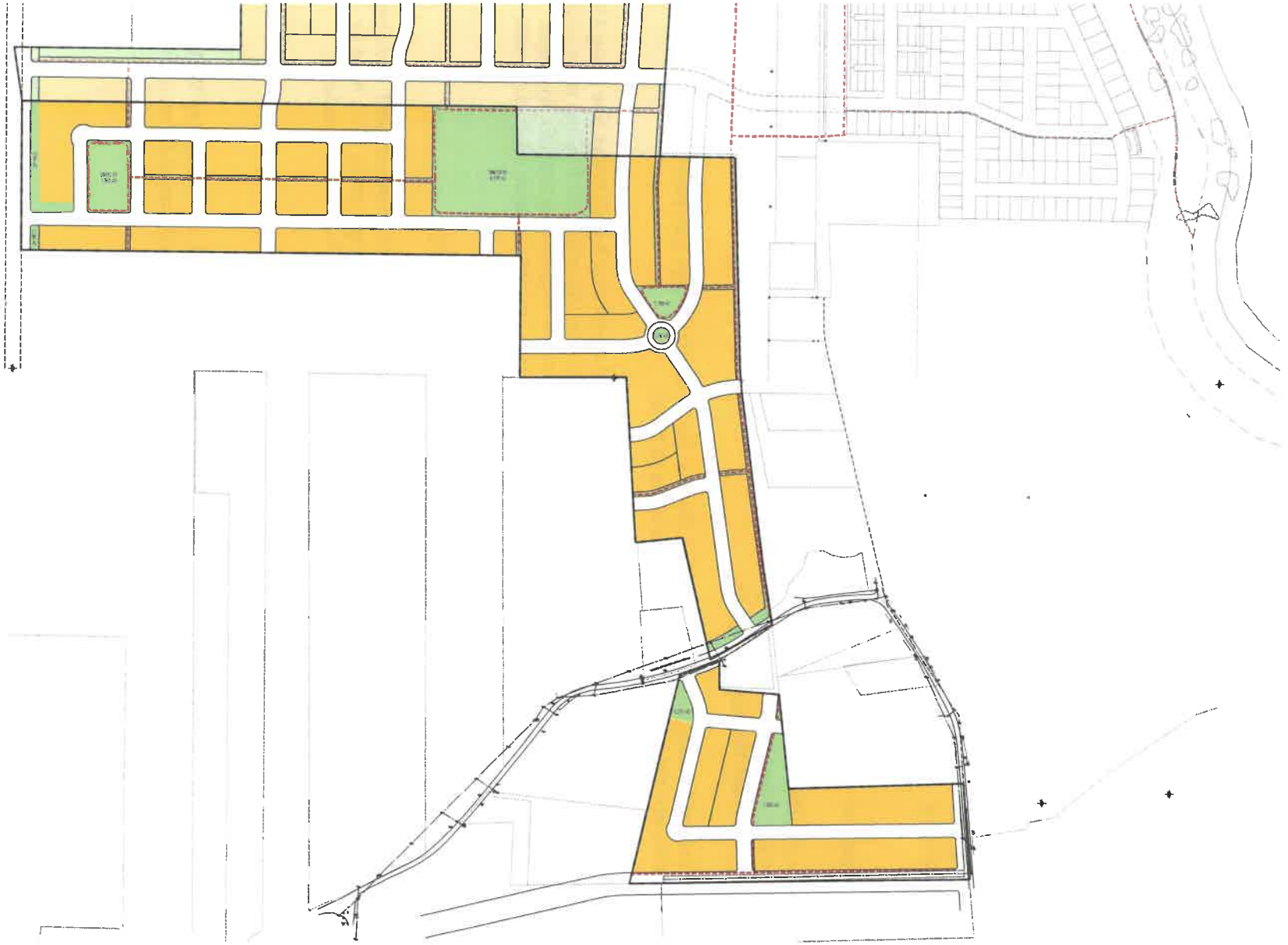
Nilson Homes respectfully submits this request to rezone multiple parcels located near approximately 400 South 3600 West in unincorporated Weber County. The parcels included in this request are Parcel Nos. 150440045, 150440044, 150440043, 150280007, and 150280012. The subject properties are currently zoned A-2, and in accordance with the Western Weber County General Plan the applicant is requesting that the properties be rezoned to the R-1-15 zone, with a maximum density of 2.9 units per acre.

The purpose of this rezone request is to allow for the future development of an approximately 224-lot single-family residential subdivision. The proposed R-1-15 zoning designation is being requested because the current A-2 zoning does not allow the proposed residential development pattern to move forward as contemplated. Rezoning the property to R-1-15 would provide a zoning framework that is more consistent with the intended use of the property for detached single-family residential lots while still maintaining a low-density residential character appropriate for this area of the County.

The proposed development is intended to provide additional single-family housing opportunities within unincorporated Weber County in a manner that can be reviewed through the County's standard subdivision and development review processes. The requested R-1-15 zoning would allow the project to proceed under development standards intended for single-family residential neighborhoods, including lot size, frontage, setbacks, road design, utility service, and other applicable County requirements. Any future subdivision layout will be subject to detailed review and approval by Weber County through the applicable land use process.

The site is located in an area where continued residential growth is anticipated and where single-family residential development can provide an orderly transition from existing agricultural or larger-parcel land uses to planned residential neighborhoods. The requested rezone would allow the property to be developed in a more efficient and coordinated manner while providing housing that remains compatible with the surrounding community character. The proposed R-1-15 zone is intended to support single-family residential development without introducing commercial, industrial, or high-density multifamily uses.

Nilson Homes understands that approval of the rezone does not constitute final subdivision approval. Additional items, including site layout, road connectivity, utility service, stormwater management, parks and open space considerations, and other technical requirements, will be addressed through separate documentation as part of the future development application process. This request is limited to the zoning map amendment necessary to allow the property to be considered for future single-family residential development under the R-1-15 zone.



Site Summary

Total Project Area	84.94 Ac
Residential Area	74.53 Ac
Open Space	10.41 Ac

Think Architecture

August 21, 2026

0 50 100 200 300

Note: Site Plan is conceptual in nature and does not represent a final site plan. Road alignments, open space and residential areas will be defined throughout the approval process.

Concept Plan

Wagstaff Property-Nilson Homes

TAYLOR WEST WEBER WATER DISTRICT
2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668

July 7, 2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This letter is to inform you that Taylor West Weber Water Improvement District ("the District") has the **ability to serve** and has the capacity to provide **culinary water only** to the property located at approximately **3800 W. 400 S., West Weber, Utah**, also known as the **Wagstaff Property**.

The proposed rezone request is being submitted by **Nilson Homes**. Based on the concept plan provided, the development may consist of approximately **224 Equivalent Residential Units (ERUs).**

The District currently has an existing **6-inch water line** along 400 South and an existing **8-inch water line** along 4300 West. The existing 6-inch water line is substandard for a development of this size. Upgrading the existing water system and providing appropriate looping will be required to adequately serve the project. Engineering analysis, hydraulic modeling, and detailed plan review will be necessary as the development moves forward to ensure adequate system capacity, pressure, and fire flow.

Pressurized secondary water service must be provided by Hooper Irrigation Company.

This letter serves only as an **Ability to Serve Letter** and acknowledgement of the proposed rezone request. A concept plan has been provided to the District for review. Prior to subdivision approval, detailed engineering plans must be submitted and approved by both the District Engineer and the District Board of Trustees. All District standards, requirements, fees, and policies must be satisfied.

Requirements

Specific requirements will be issued following Board review and approval. Upon approval, a **Preliminary Will-Serve Letter** may be issued.The developer will be required to pay all applicable water right impact fees and plan review fees based on the total number of ERUs within the development.

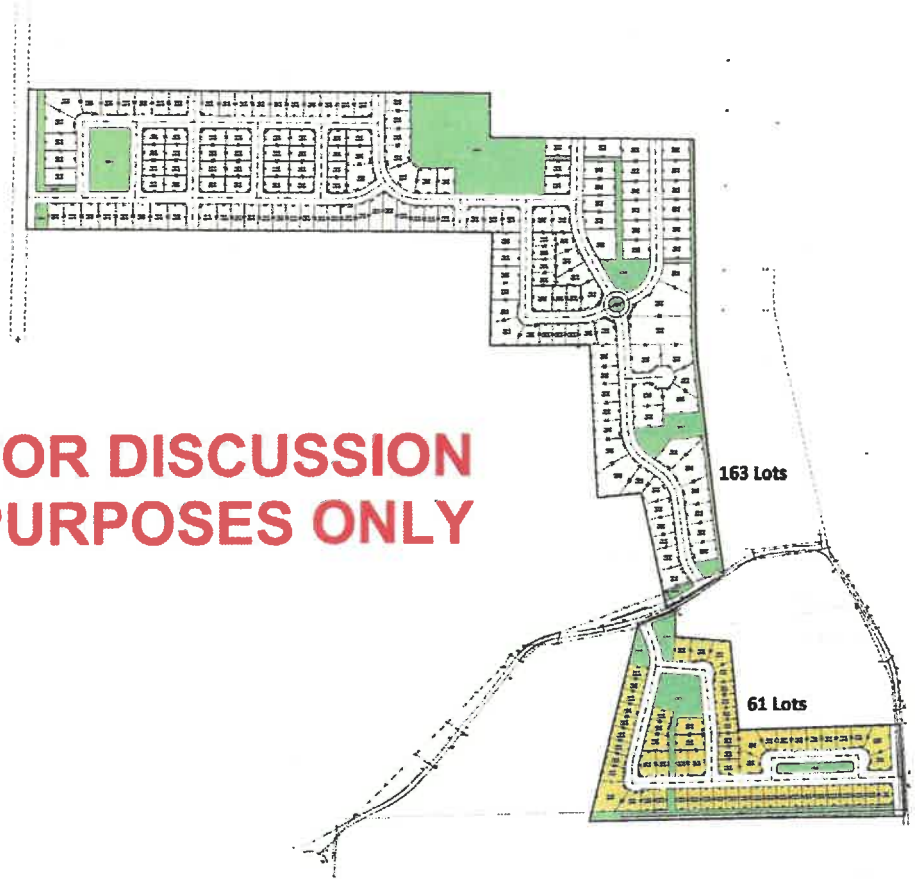
Current fees are as follows:

- **Water Right Impact Fee:** $7,856 per ERU
- **Plan Review Fee:** $200 per ERU

Taylor West Weber Water Improvement District reserves the right to modify service requirements, infrastructure requirements, fees, and conditions based upon engineering review, hydraulic modeling, impact studies, regulatory requirements, and any other circumstances that may arise prior to final subdivision approval.

Final approval and subdivision approval must not be issued until written approval is granted by Taylor West Weber Water Improvement District.

Sincerely, Ryan Rogers General Manager letter expires 1-7-2027



FOR DISCUSSION PURPOSES ONLY

Think Architecture

July 01, 2026

Concept Plan

Wagstaff Property

Central Weber Sewer Improvement District

July 16, 2026

Tammy Aydalotte
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Wagstaff Subdivision
Sanitary Sewer Service
Will Serve Letter

Tammy:

We have reviewed the request of Nilson Homes to provide sanitary sewer treatment services to the subdivision called Wagstaff Subdivision, a development of 224 Residences located at approximate address 400 S. 3862 W. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** We offer the following comments regarding Central Weber Sewer Improvement District ('the District') providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.

2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.

3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.

4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:

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

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision.** Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.

6. Impact fees must be paid no later than the issuance of any building permits.

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

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Paige Spencer
Joseph Herring

Exhibit B: Current Zone Map.

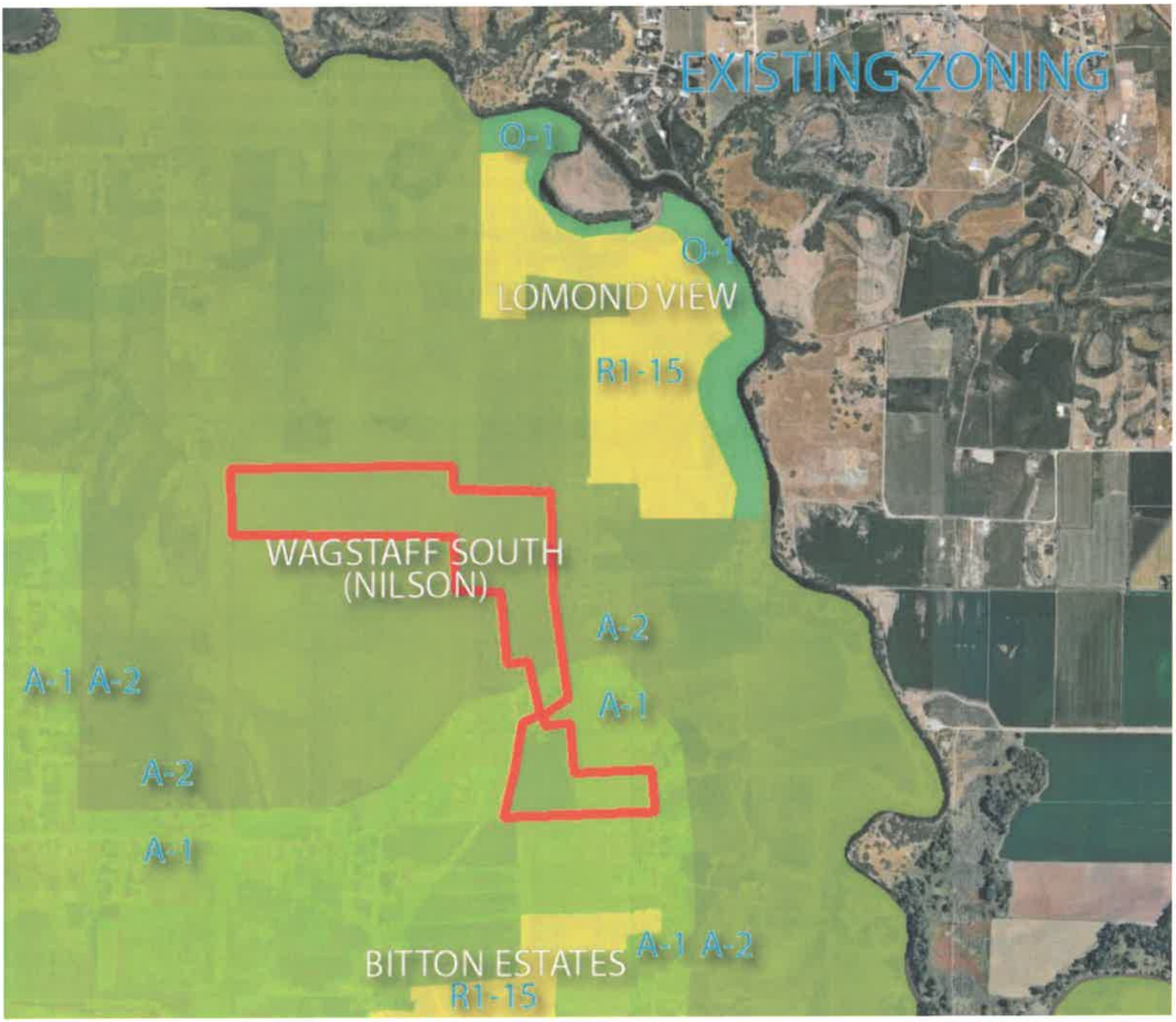


Exhibit C: Proposed Zone Map.

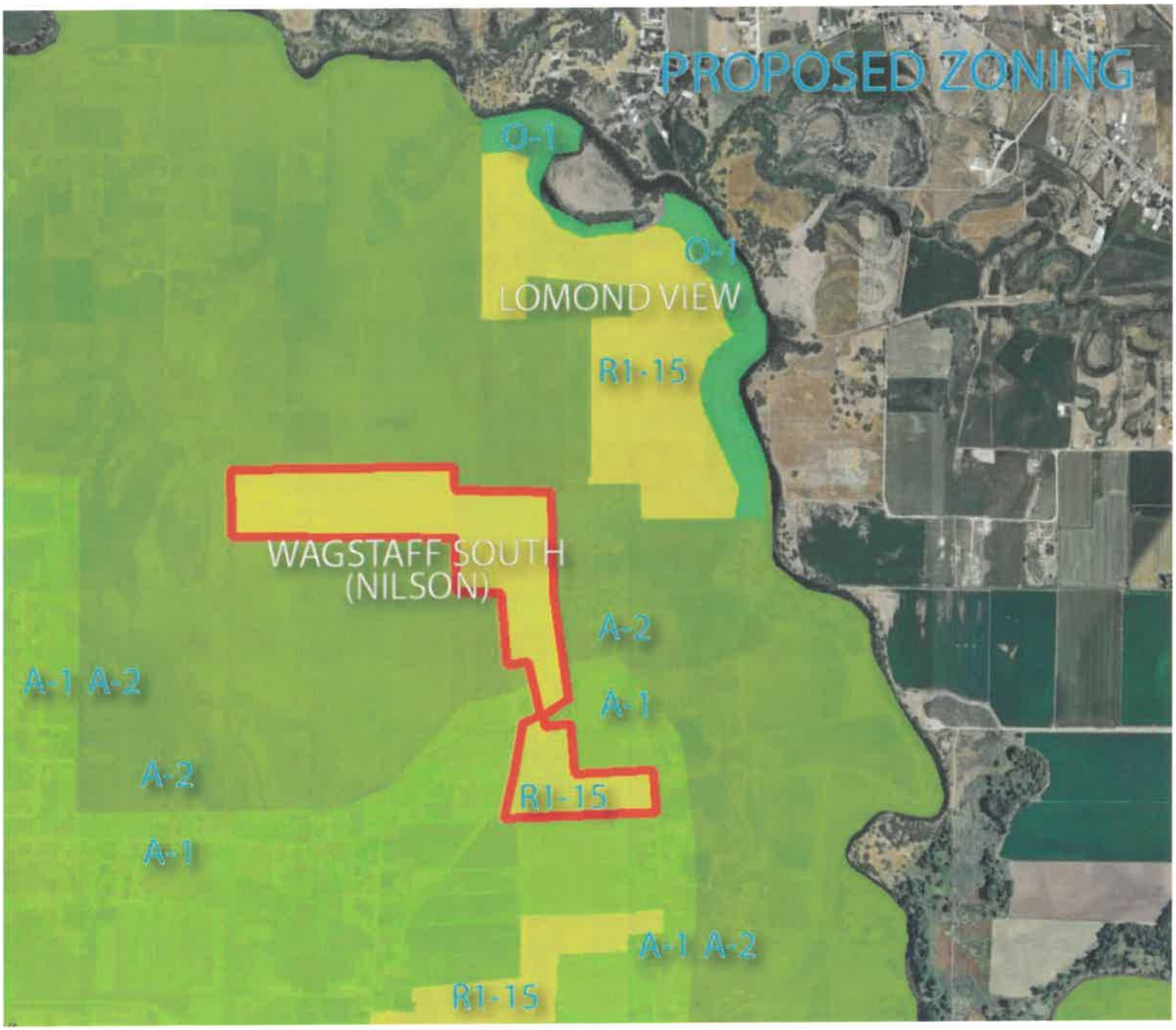


Exhibit D: Draft Development Agreement.

Exhibit D: Draft Development Agreement

When Recorded Return to:
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Nilson Land Holdings, LLC

for

Wagstaff South

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DEVELOPMENT AGREEMENT

Wagstaff South

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the same date that Ordinance Number 2026-____ is recorded in the Office of the County Recorder as Entry# _____, recorded _____, 2026 (Effective Date) by and between Weber County, Utah ("County") and Nilson Land Holdings, LLC ("Master Developer"), known together as the "Parties."

RECITALS

WHEREAS, Developer owns or controls certain property located within the boundaries of County, and known by tax identification numbers: 15-044-0044, 15-044-0045, 15-044-0043, 15-028-0007, 15-028-0048, and 15-028-0012 ("**Property**"). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, The Master Developer desires and intends to develop a residential subdivision (the "Project") Property known as *Wagstaff South*;

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

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

WHEREAS, Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, 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 *A-1 and A-2* and Master Developer desires to rezone a part of the Property to the R-1-15 zone, consistent with the terms and provisions contained herein;

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

WHEREAS, A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

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

AGREEMENT TERMS

1. **Incorporation of Recitals and Exhibits.**

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

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

2.1. Effective Date. The Effective Date of this Agreement is shown at the top of this Agreement.

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, renewed, 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 platted into residential lots 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. Subject to the limitations of Section 5, nothing in this **Section 2.2.1** is intended to inhibit the legislative body's legislative decision-making authority to enact and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

2.2.2. Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.

2.2.2.1. 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 regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and legislatively adopted land use regulations may be modified through the applicable legislative process. 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.

2.2.2.2. If a court of competent jurisdiction determines that the zone reversion required by **Section 2.2** cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving R1-15 zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions**, which are incorporated herein by reference and shall control over any conflicting R1-15 provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.

2.2.3. **Term.** This agreement expires ten (10) years following the Effective Date.

2.2.3.1. **Automatic Renewal.** Prior to the expiration of this Agreement, if 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 in this Agreement, then this Agreement shall automatically extend an additional five (5) years without further action by the Parties.

2.2.3.2. **Reserved.**

2.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

2.3.1. This Agreement automatically terminates, without notice, in the following circumstances:

2.3.1.1. The term of this Agreement expires and is not extended as provided or by written agreement of the Parties;

2.3.1.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code.

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

2.3.2. If Master Developer commits a Default, including a Default arising from an act or omission of Owner under **Section 11.20**, and the Default is not cured as specified in **Section 13**, County may, in its discretion:

2.3.2.1. Suspend or terminate any or all rights, approvals, entitlements, or benefits provided under this Agreement to Master Developer or Owner, as to all or any portion of the Property;

2.3.2.2. Terminate this Agreement in whole or in part; or

2.3.2.3. Exercise any other remedy provided in **Section 13**.

2.3.2.4. Notwithstanding **Sections 2.2.2** and **2.2.3**, no suspension or termination

under this subsection shall release, excuse, impair, or reduce any obligation then due, accrued, or unperformed, any liability arising from the Default, or any covenant, security, or remedy under this Agreement, unless County expressly provides otherwise in writing.

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. **§§17-79-101**, 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 Nilson Land Holdings, LLC or its Assignees as provided in **Section 11.4** of this Agreement.

3.22. **Modification Application** means an application to amend this Agreement.

3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

3.24. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

3.25. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

3.26. **[Reserved]**

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 County and the Master Developer, including their Successors.

3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with the paved pathway or paved trail requirements illustrated in any street cross section of **Exhibit E – Street Cross Sections** or **Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.

3.30. **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.

3.31. **Planning Commission** means the Planning Commission for the area in which the Property is located.

3.32. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

3.33. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

3.34. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description.**

3.35. **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.

3.36. **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.

3.37. **Public Park Open Space** means the area intended to be public open space as shown on **Exhibit C – Concept Plan**.

3.38. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

3.39. **[Reserved]**

3.40. **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.

3.41. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

3.42. **Subdivision Application** means the application to create a Subdivision.

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

4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in 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, pathways and

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.

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 discretion to either apply or not apply any future law or adopted standard, but can only do so to the extent it does not inhibit a Vested Right expressly specified in this Agreement, except as may be allowed by **Section 5.5** of this agreement.

5.3.2. Written Agreement. County and Master Developer 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 and Preservation of Material Obligations. The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the County.

5.4.1. Future Laws. For purposes of this Section, "Future Law" means any statute, regulation, ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.

5.4.2. Waiver by Master Developer. To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

5.4.3. Non-Waivable Change in Law. If a Future Law is not legally waivable, or if Master Developer's waiver under **Subsection 5.4.2** is ineffective to preserve the County's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

5.4.4. County Determination. If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in **Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.

5.5. Reserved Legislative Powers. Nothing in this Agreement, provided it does not inhibit a Vested Right expressly specified in this Agreement limits the County's authority in the future to enact a land use regulation or take any other action that applicable law reserves to the County. To the extent permitted by law, the enactment or application of a Future Law does not, by itself, extinguish the contractual obligations expressly assumed by Master Developer under this agreement. The statutory and contractual rights of the Parties shall otherwise be determined under applicable law.

6. Project Description.

A residential subdivision within the R1-15 zone that contains a variety of housing types, as shown on the attached Exhibits.

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,** and **Exhibit C – Concept Plan.**

8. **Development Standards.**

8.1. **Project Density or Intensity.** Subject to subsection 10.5 below, in exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Developer to construct 2.9 dwelling units per gross acre in the Project, consisting of a variety of lot sizes, housing types, and design features as shown in **Exhibit C – Concept Plan**, which provides further detail regarding the number and location of housing types, designs, and site layouts.

8.1.1. **Housing Types**. The project shall consist of a mix of the following housing types, as depicted on **Exhibit C – Concept Plan**.

8.1.1.1. One- and Two-Story Single-family detached homes, with a lowest-finished-floor elevation per geotech recommendations;

8.1.1.2. Townhomes (single-family attached) with a maximum of 6 units per building;

8.1.1.3. Mansion homes (single-family attached) with a maximum of 4 units per building;

8.1.2. Developer may construct all housing types to be alley, side or front loaded, depending on Developer's design. Orientation (front/rear/side) shall be specified on building permit;

Commented [CE1]: Planning Commission: This will allow front-loaded townhomes and mansion homes. Is that acceptable?

8.1.3. Developer may construct all housing types to feature one-car, two-car, three-car garages, or no garage, depending on Developer's design, provided that each home shall be provided with no fewer than two off-street parking spaces dimensioned no less than nine-feet by 20-feet, and which may be tandem or parallel to each other.

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.

8.3. **Street Connectivity.** The Parties agree that the conceptual street layout illustrated in **Exhibit C – Concept Plan provides** satisfactory Street connectivity.

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**, for public thoroughfare purposes at no cost to the County.

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

8.4.2. **Reserved.**

8.5. **Street Improvements.** Unless specified otherwise in the Exhibit E – Street Cross Sections, streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

8.5.1. **Reserved.**

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

8.5.2.1. **3600 West Street.** Subject to the provisions herein, Master Developer shall widen the existing asphalt pavement of 3600 West Street from 900 South Street to the Project's improved frontage on 3600 West Street to a total asphalt width of thirty feet (30'). The additional pavement shall be constructed to County standards consisting of eight inches (8") of pit run, six inches (6") of road base, and three inches (3") of asphalt. Master Developer shall also perform a two-inch (2") mill and overlay of the existing asphalt within these sections.

8.5.2.1.1. **Right-of-Way Availability.** Master Developer's obligations under this Section are conditioned upon County making sufficient public right-of-way available for the required improvements. If County fails to provide sufficient right-of-way by the date the County Engineer issues final written approval of the complete subdivision improvement plans for the last plat of the Property, Master Developer's unperformed obligations under this Section shall be waived. Such approval shall not be withheld or delayed to allow County additional time to acquire right-of-way.

8.5.2.1.2. **Timing of Improvements.** If sufficient right-of-way is available, Master Developer shall complete the widening in conjunction with the first plat within the Property. If right-of-way is made available thereafter, Master Developer shall complete the improvements in conjunction with the next Phase of development following its availability. The mill and overlay shall be completed after the widening and before County's conditional acceptance of the asphalt improvements associated with the last Phase within the Property. County shall not withhold conditional acceptance of improvements in an earlier Phase solely because the right-of-way required by

this Section has not yet been made available.

8.5.2.1.3. **Cost Allocation.** Master Developer shall bear the cost of widening the asphalt to twenty-six feet (26'). Master Developer shall receive transportation impact fee credits for the reasonable costs of widening the pavement beyond twenty-six feet (26') to thirty feet (30'), to the extent eligible under applicable law. County shall bear the reasonable cost of the mill and overlay attributable to asphalt existing as of the Effective Date of this Agreement.

8.5.2.1.4. **Right-of-Way Acquisition Costs.** County shall acquire the necessary public right-of-way, and Master Developer shall reimburse County for all documented acquisition costs. County shall credit such reimbursement, dollar for dollar, against transportation impact fees otherwise payable for the Project, to the extent permitted by applicable law. No acquisition or improvement cost shall be credited or reimbursed more than once.

8.5.2.1.5. **Previously Completed Improvements.** This Section shall not apply to portions of 3600 West Street previously improved as part of a development not subject to this Agreement.

8.5.2.2. **"New" 400 South Street.** Master Developer agrees to dedicate an 80-foot-wide right-of-way for 400 South Street through the southern portion of the Property, with developable property on both sides. The street shall intersect 3600 West Street at the same location that Parcel 15-043-0035 gains access to 3600 West.

Commented [CE2]: Giving this new street an 80-foot ROW so it can later be expanded into a collector stree when it is needed. Allowing it to be a residential street in the meantime as long as driveways share a propert line to reduce vehicle accesses.

8.5.2.2.1. Street improvements shall at a minimum comply with the 66-foot Major Residential street cross section illustrated in **Exhibit E – Street Cross Sections**, except that a Pathway shall be provided on the south side and a sidewalk on the north side, each located one foot inward from the respective right-of-way boundary. The remaining right-of-way width shall be incorporated into the parkstrips. Street trees shall be planted as close to the sidewalk or Pathway as reasonably practicable, considering tree and infrastructure health.

8.5.2.2.2. Notwithstanding **Section 8.5.4**, each single-family detached residential lot may have no more than one driveway accessing 400 South Street. Driveways on adjoining lots shall be paired along their common lot line to maximize separation between driveway groups.

8.5.2.3. **Southern Boundary Street.** Master Developer agrees to construct the street along the southern boundary of the Property in accordance with the 50-foot right-of-way Minor Residential street standard in **Exhibit E – Street Cross Sections**, except that Master Developer shall not be required to dedicate right-of-way or construct improvements south of the back of curb on the south side of the street.

8.5.2.4. **4300 West Street.** Master Developer agrees to construct half-width street improvements along the Property's frontage on 4300 West Street in

accordance with the applicable street cross section in **Exhibit E – Street Cross Sections**, but never less than 26 feet of asphalt width.

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

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

8.5.5. Reserved.

8.5.6. Street Trees. All streets shall be lined with shade trees. The shade trees shall be in the street's parkstrip, except along type A-1 streets, as identified in **Exhibit E – Street Cross Sections**, the shade trees shall be within the abutting yard's ten-foot public utility easement. 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 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. Reserved.

8.5.6.5. Tree Installation and Care. Developer shall plant required tree at such time and circumstances as will maximize the tree's chances of survival, considering such factors as availability of water, occupancy of the adjacent home, season of the year, and installation of other landscaping improvements.

8.5.6.6. Tree Financial Guarantee. See **Section 10.3**

8.5.7. Street Tree Installation and Maintenance. Developer shall install and maintain, or cause to be installed and maintained, required street trees as follows:

8.5.7.1. 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.

8.5.7.2. Tree Watering. Master Developer agrees to provide or require the homeowner to provide each street tree with a watering mechanism tied directly to the meter providing secondary water to the lot fronting the street Improvements.

8.5.7.3. **Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the period between public landscape acceptance and release of the applicable public landscape financial guarantee, as provided in **Section 10.3**, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

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

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

8.5.8.2. **Other Landscaping.** In lieu of or as a supplement to, which shall be at the Master Developer's option, the parkstrip rock specified in **Section 8.5.8.1**, plantings and other ground cover in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer in accordance with **Exhibit H – Public Parkstrip Landscaping**, to be operated and maintained either by the abutting owner or a homeowners association.

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

8.5.9. **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 30 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets. Specifications regarding the location and construction of the second egress shall be as shown in **Exhibit C – Concept Plan**. Secondary egress approval is subject to review and approval by the local fire authority.

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

8.5.10.2.1. **Reserved.**

8.5.10.2.2. **Reserved.**

8.5.11. **Street Upsize Compensation**. County agrees to compensate Master Developer for the incremental or additive cost of upsizing street facilities. For in-Project street facilities, "upsizing" occurs if the County requires a street within or abutting the Project boundary to be greater than specified in this agreement. 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.

8.6. **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 Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

8.7.2.1. Reserved.

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

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

8.7.2.4. Gravity Sewer Collection Lines. Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that need 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.

8.7.2.5. Reserved.

8.7.2.6. Sewer Upsize Compensation. County agrees to compensate Master Developer for the incremental or additive cost of upsizing sewer facilities. 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.

8.7.2.7. Reserved.

8.7.3. Culinary and Secondary Water. Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master

Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Such Improvements shall be installed and functional pursuant to the culinary water provider's specifications, and accepted or conditionally accepted by the culinary water provider. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

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

8.7.4.1. Stormwater Storage Ownership and Maintenance. County acknowledges that it will accept responsibility for the retention/detention basin(s) and other storm drain facilities within the Project.

8.7.4.2. Stormwater Upsize Compensation. County agrees to compensate Master Developer for the incremental or additive cost of upsizing stormwater facilities. 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.

8.7.4.3. Reserved.

8.7.5. Reserved.

8.8. Parks and Open Space. Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

8.8.1. Reserved.

8.8.2. Park Dedication. Master Developer agrees to dedicate no less than ten (10) acres of the Project as Public Park Open Space, as generally shown on **Exhibit C – Concept Plan**. No less than six (6) acres shall comprise a single contiguous park area abutting the northern boundary of the Property, with sufficient width along the boundary to, and in a configuration that, reasonably accommodates future park expansion onto adjoining property. 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 shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the Taylor West Weber Park District ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

8.8.2.2. **Deferred Conveyance.** County may, in its sole discretion, 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. **Private Parks or Open Spaces.** Except for the minimum six-acre public park, if neither the County nor the Park District agrees to accept ownership and responsibility for the operation and maintenance of any required Public Park Open Space, the affected acreage may instead be provided as private park open space without any public accessibility requirement. Such acreage shall count toward the minimum Public Park Open Space required by this Agreement, provided its ongoing operation and maintenance is the responsibility of a homeowners association.

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.** The minimum six-acre public park area shall be dedicated no later than the recordation of the subdivision plat that results in the 175th residential lot being platted within the Project, or the first subdivision plat containing land adjacent to the six-acre park, whichever occurs first. Required park improvement drawings and financial assurance shall be provided in conjunction with the park's dedication, as otherwise required by this Agreement. Other allowed Public Park Open Space shall be created when adjoining land is platted. No private HOA park shall be required to submit improvement drawings or financial assurance for private Improvements thereon.

8.8.2.6. **Reserved.**

8.8.2.7. **Reserved.**

8.8.2.8. **Reserved.**

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

8.8.3.1. **Minimum Improvements.**

8.8.3.1.1. Developer has budgeted and shall expend no less than $800,000 for open space improvements. No less than $500,000 shall be invested into the minimum six-acre park unless otherwise negotiated by the Parties.

8.8.3.1.2. The minimum six-acre park shall have all utilities stubbed to its

boundary. The cost for utility stubs and abutting street Improvements, including their Pathways if applicable, shall not be included in the minimum $800,000 budget.

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, costs, 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.

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. A will-serve letter submitted with a subdivision plat application for a subdivision that contains a park needing water shall expressly list the park's allowed water usage. Such usage shall be sufficient to serve the park's expected demand..

8.8.3.5. Reserved.

8.8.3.6. Reserved.

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 operations and maintenance is assumed, in writing, by a homeowner's association, a park district, a governing jurisdiction, or a nonprofit community foundation or similar whose objective is to provide such operations and maintenance.

8.8.4. Reserved.

8.9. Pathways and Trailheads. Master Developer agrees to help the County 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. 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 Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **Exhibit E – Street Cross Sections**, and **Exhibit F – Non-Street-Adjacent Pathway Cross Section**).

8.9.2. 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.

8.9.2.1. Reserved.

8.9.2.2. Reserved.

8.9.2.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, Master Developer shall place three-inch-plus rock, four-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, at Master Developer's option, Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

8.9.2.4. Reserved.

8.9.2.5. Pathway Crossing of Residential Street. Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:

8.9.2.5.1. Raised Crosswalk. The raised crossing shall be a ramped speed table with a minimum 10-foot wide zebra-style crosswalk on the table top. It shall be designed in a manner that eliminates the need for ADA ramp transitions from sidewalk or pathway to the street. The speed table shall be constructed of concrete and shall have six-foot ramps or greater if required by the County Engineer. The height of the speed table shall be level with the top back of curb, but never higher than 4 inches over the grade of the street's crown. The top of the speed table shall be at least ten-feet wide. Crosswalk and speed table notification signage shall be posted in advance of a speed table.

8.9.2.5.2. Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor, and shall provide a turning radius that is satisfactory to the local Fire Authority.

8.9.3. Reserved.

8.10. Reserved.

8.11. Site Development Standards. The site development standards for the Project are as specified in the R1-15 zone except as modified as follows:

8.11.1. Setbacks. The minimum building setbacks shall be in accordance with the following.

8.11.1.1. Detached Single Family Dwelling Lots:

8.11.1.1.1. Front Yard Setback: 15 feet, but no less than 20 feet for a

street-facing garage door.

8.11.1.1.2. Side yard setback: one foot, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot.

8.11.1.1.3. Side yard setback, corner lot: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.1.4. Rear yard setback: 15 feet.

8.11.1.2. **Attached Single-Family Dwellings Lots:**

8.11.1.2.1. Front Yard Setbacks: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.2.2. Side yard setback: zero, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot.

8.11.1.2.3. Side yard setback, corner lot: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.2.4. Rear yard setback: 10 feet.

8.11.1.3. **Encroachments:** Provided the encroachment does not extend beyond the lot boundary and complies with applicable building and fire codes, porches, decks, and awnings may encroach no more than ten feet into a required setback, and box or bay windows, and similar may encroach no more than two feet into setbacks.

8.11.2. Garages. The Code's requirements pertaining to front-facing or street-facing garage doors are not applicable to this development.

8.11.3. Lots.

8.11.3.1. Minimum lot area – Single-family attached: No minimum

8.11.3.2. Minimum lot area – Single-family detached: 4,000 square feet, except as otherwise allowed by the Pocket Home Standards **Section 8.11.4**

8.11.3.3. Minimum lot width: 40 feet for single family detached, except zero for single-family attached or as otherwise allowed by the Pocket Home standards in **Section 8.11.4**.

8.11.3.4. Developer to specify front lot line, side lot line, and rear of lot line on site plan on building permit, provided such specification is in compliance with the definition of each.

8.11.4. Site Development Standards for "Pocket Home" Lot: There is no minimum lot setback, lot area, or lot width requirement, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot. Direct street frontage is not required for a Pocket Home lot provided the area between the lot and the public street is area shared in common with other owners of other Pocket Home lots or is owned by a homeowner's association as common area or limited common area. Private shared driveways and parking areas that serve the Pocket Home lot shall be allowed within said common or limited common area.

8.11.5. Driveway Aprons. The requirements of Code Section 106-4-2.050(b)(3) notwithstanding, no driveway apron shall be located within 25 feet of a street intersection, as measured from the street intersection's back of curb to the driveway

Commented [CE3]: These are the townhomes and mansion homes. Reduced lot standards but not increased density threshold.

Commented [CE4]: Code standard is 5' for decks ar porches – ten if in the back. Allowing this to 10' will enable larger front/side porches.

Commented [CE5]: Townhome/mansion home

Commented [CE6]: "Pocket Homes" are by virtue of the minimum ten foot separation only allowed to be SFDs. These deviated standards will allow pocket lo somewhere within a large common or limited commc area, where the homeowner can own land as small a the footprint of the building. But without increasing max density.

apron.

8.12. **Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with building design standards adopted as of the Effective Date of this Agreement, excepting any standards that differ from the standards and designs expressly set forth in this Agreement or its Exhibits, including excepting restrictions on the percentage or amount of the building façade that can be occupied by garage space.

8.13. **Proportionate Share of Offsite Improvements.** Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects.

9. Amendments, Modifications, and Revisions.

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

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

9.2. **Modification Application Contents and Process.**

9.2.1. **Contents.** Modification Applications shall:

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

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

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

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

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

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

9.2.3. **Planning Commission Review of Modification Applications.**

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

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

9.2.4. **Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

9.3. **Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

9.4. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

9.4.1. **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. **Reserved.**

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.

10.3. **Financial Guarantee for Parkstrip Landscaping.** County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of **Section 106-4-3** of the Code, except for and in accordance with the

following:

10.3.1. "Landscape unit." For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.

10.3.2. Completion and Inspection. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.

10.3.3. Release of Financial Guarantee. Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in **Section 10.3.2**. No release shall be authorized:

10.3.3.1. Unless all required living material is clearly in good health as verified by County staff or, at the discretion of Master Developer, a certified arborist or similarly qualified professional; and

10.3.3.2. During annual dormancy, unless good health is first verified by a certified arborist or similarly qualified professional.

10.3.4. Cost Estimate. Master Developer shall ensure any required improvement cost estimate accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.

10.3.5. .

10.4. Reserved.

10.5. Attainability Density Bonus. In addition to the density and dwelling units authorized under Section 8.1, Master Developer, at its sole discretion, may elect to construct up to seventy-three (73) additional single-family detached dwellings within the Project, provided each additional dwelling qualifies as a Starter Home pursuant to this **Section 10.5**.

10.5.1. Starter Home Purchase Price. For purposes of this Section, a "Starter Home" means a single-family detached dwelling with an initial base purchase price not exceeding Four Hundred Thousand Dollars ($400,000) ("Purchase Price Cap"). The base purchase price shall include the residential lot and a completed, legally occupiable dwelling, but may exclude optional garages, basements, upgrades, and other extras selected by the initial purchaser. The Purchase Price Cap may increase on each anniversary of the Effective Date by the greater of the following annual percentage increases:

10.5.1.1. The year-over-year percentage increase in Weber County median household income, based on the two most recently published annual estimates from the United States Census Bureau's Small Area Income and Poverty Estimates program;

10.5.1.2. The year-over-year percentage increase in the Producer Price Index by Commodity: Special Indexes: Construction Materials (series WPUSI012011), as published by the United States Bureau of Labor Statistics, using the most recently published monthly index and the index for the corresponding month of the preceding year; or

10.5.1.3. Three percent (3%).

10.5.1.4. By mutual written agreement, Master Developer and the County Planning Division Director may approve an alternative, objectively verifiable method of adjusting the Purchase Price Cap. Such approval shall constitute an allowed administrative action and shall not require an amendment to this Agreement.

10.5.2. Purchaser Upgrades. Optional upgrades or modifications independently selected by the initial purchaser shall not be subject to the Purchase Price Cap and may be purchased at additional cost.

10.5.3. Owner Occupancy. Each Starter Home shall be subject to a deed restriction requiring owner occupancy for a period of not less than ten (10) years following its initial conveyance to a homeowner. The restriction shall be recorded against the applicable lot prior to initial conveyance, shall bind subsequent owners during the restriction period, and shall be in a form enforceable by the County. For purposes of this Section, "owner-occupied" means occupancy by the owner as the owner's primary residence and domicile.

10.5.4. Location. The location and number of Starter Homes shall be determined at the sole discretion of Master Developer, provided that Starter Homes are reasonably distributed throughout the Project and are not concentrated in a geographically isolated area separate from other residential development. Groups of adjacent Starter Homes are allowed, provided they are integrated into the Project's residential neighborhoods and have comparable access to public streets, pathways, parks, and other community amenities.

10.5.5. Development Standards. Starter Homes may be developed in accordance with the minimum development standards established for Pocket Homes provided in **Section 8.11.4.**

10.5.6. Verification. Master Developer shall retain purchase-price documentation and provide it to the County upon County's request.

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.

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 West Weber area of 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 West Weber area of the County.

11. General Provisions.

11.1. **Reserved.**

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.** 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.

11.4.2. **Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance,

Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

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

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

11.4.4.1. All necessary contact information for the proposed Assignee.

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

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

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

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

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

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

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

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

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

11.7. **Severability.** If any provision of this Agreement, 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 for any reason, 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 County and Master Developer in accordance with this Agreement.

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 Lacy Richards. The parties may change their designated representatives by Notice.

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

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

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

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

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

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

11.15. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.16. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days

following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

11.17. Reserved.

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.

11.20. Reserved.

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:

Nilson Homes
Attn: Lacy Richards or Mike Flood
1740 Combe Rd. Ste. 2
Ogden, UT 84403

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, 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.

13.2.3. **Immediate Action.** Nothing in this **Section 13.2** delays or prevents the county from taking an action it reasonably determines is necessary to address an emergency or imminent threat to public health or safety; enforce the Code; draw upon security; withhold or suspend an approval; seek temporary, preliminary, or permanent injunctive relief; or prevent or correct damage to public property or infrastructure.

13.3. **Remedies.** If the Default is not resolved through the dispute-resolution process provided in **Section 13.2**, the following remedies are available:

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; provided, however, that this limitation does not prohibit County from enforcing any payment or financial responsibility expressly imposed by this Agreement or recovering the reasonable cost of performing or causing performance of an unperformed obligation for which Master Developer is responsible under this Agreement. County may enforce an obligation under this Agreement against Master Developer or a Subdeveloper or both and without first proceeding against any other person, entity, or property. Direct enforcement against a Subdeveloper, or with respect to the Property, does not relieve Master Developer of responsibilities for the Default.

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 any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of all or any portion of the Project in the case of a Default by Master Developer until the Default has been cured. Continued compliance with this Agreement is a condition of exercising the rights and benefits it provides, and no person or entity has an unconditional right under this Agreement to further review, approval, permitting, or development while such Default remains uncured. County may allow any review, approval, license, permit, or development that County determines is necessary or useful to cure the Default or protect life, health, safety, property, or public funds.

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, 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

"Master Developer"

_____

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

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

_____ _____

My Commission Expires: Notary Public, residing in

Exhibit A – Property Legal Description

LEGAL DESCRIPTION NORTH OF 400 SOUTH

A parcel of land, situate in the South Half of Section 9 and the Northeast Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, also being situate in Weber County, Utah. Being more particularly described as follows:

Beginning at the Brass Cap marking the South Quarter Corner of said Section 9 and running thence:

North 89°32'16" West 466.12 feet;

thence North 0°44'45" East 534.94 feet;

thence North 89°21'36" West 2186.26 feet to the easterly right-of-way line of 4700 West Street;

thence North 0°41'11" East 654.60 feet along said right-of-way;

thence South 89°19'28" East 2164.56 feet;

thence South 0°14'32" East 208.21 feet;

thence South 89°10'00" East 953.14 feet;

thence South 1°00'33" East 927.79 feet;

thence South 3°59'33" East 107.64 feet

thence South 6°41'05" East 468.52 feet;

thence South 6°48'04" East 294.72 feet;

thence South 8°18'08" East 258.57 feet;

thence South 60°01'34" West 311.94 feet;

thence North 12°30'45" West 550.77 feet;

thence South 84°03'10" West 207.00 feet;

thence North 2°52'31" West 719.35 feet to the point of beginning.

Contains: 2,862,954 square feet or 65.724 acres.

LEGAL DESCRIPTION SOUTH OF 400 SOUTH

A parcel of land, situate in the Northeast Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, also being situate in Weber County, Utah. Being more particularly described as follows:

Beginning at a point which is South 0°46'16" West 1305.19 feet and South 89°13'44" East 276.25 feet from the Brass Cap marking the South Quarter Corner of said Section 9 and running thence:

North 70°16'51" East 206.82 feet;

thence South 127.20 feet;

thence South 85°10'50" East 261.40 feet;

thence South 5°23'04" East 468.96 feet;

thence North 88°08'13" East 762.60 feet;

thence South 3°24'40" East 362.28 feet;

thence South 88°22'23" West 750.30 feet;

thence South 88°47'31" West 407.47 feet;

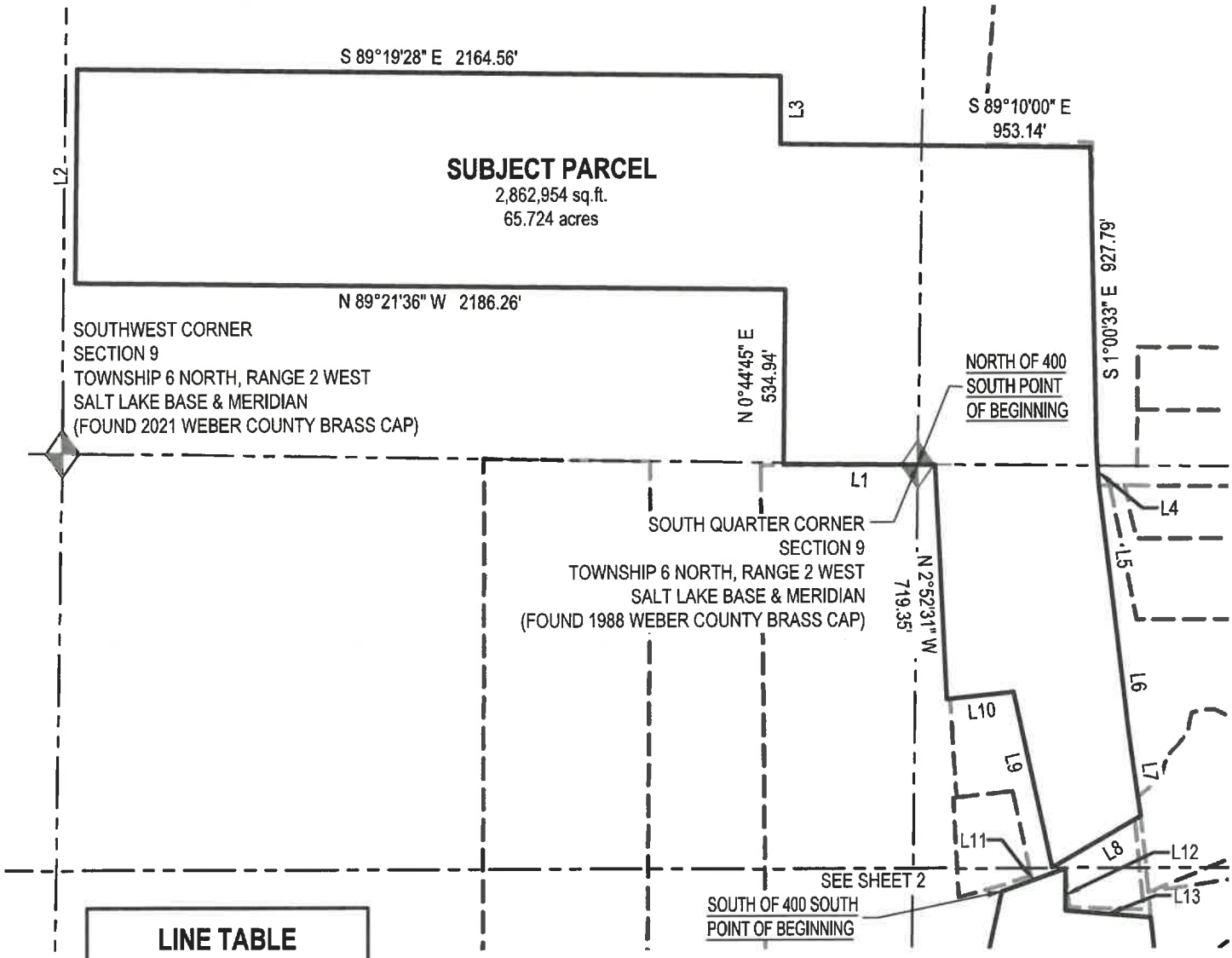
thence South 89°30'42" West 330.43 feet;

North 12°36'33" East 938.46 feet to the point of beginning.

Contains: 801,999 square feet or 18.411 acres.

Exhibit B – Property Graphic Depiction

See next two pages.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°32'16"W	466.12'
L2	N0°41'11"E	654.60'
L3	S0°14'32"E	208.21'
L4	S3°59'33"E	107.64'
L5	S6°41'05"E	468.52'
L6	S6°48'04"E	294.72'
L7	S8°18'08"E	258.57'
L8	S60°01'34"W	311.94'
L9	N12°30'45"W	550.77'
L10	S84°03'10"W	207.00'

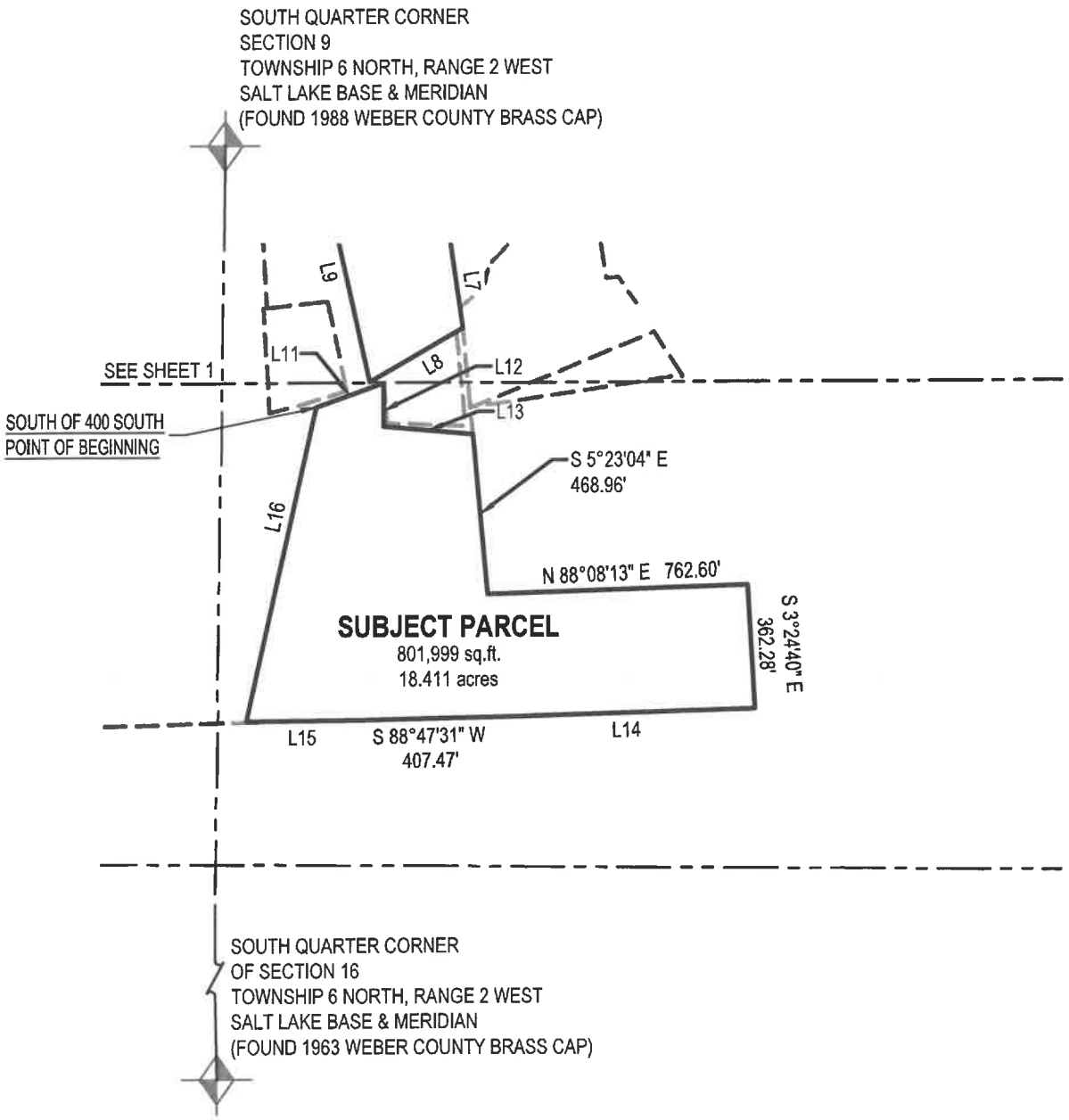
PROJECT NUMBER 14831
PRINT DATE 2026-11-04
PROJECT MANAGER T.WILLIAMS
DESIGNED BY J.RINDLISBACHER

1 of 2

WAGSTAFF SOUTH SURVEY

APPROX. 3600 WEST 700 NORTH
OGDEN, UTAH 84404

ENSIGN
THE STANDARD IN ENGINEERING
LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM
SANDY Phone 801.255.0529
TOOELE Phone 435.843.3590
CEDAR CITY Phone 435.865.1453
RICHFIELD Phone 435.896.2983



LINE TABLE		
LINE	BEARING	LENGTH
L11	N70°16'51"E	206.82'
L12	S0°00'00"E	127.20'
L13	S85°10'50"E	261.40'
L14	S88°22'23"W	750.30'
L15	S89°30'42"W	330.43'
L16	N12°36'33"E	938.46'



PROJECT NUMBER 14831
PRINT DATE 2026-11-04
PROJECT MANAGER T.WILLIAMS
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2 of 2

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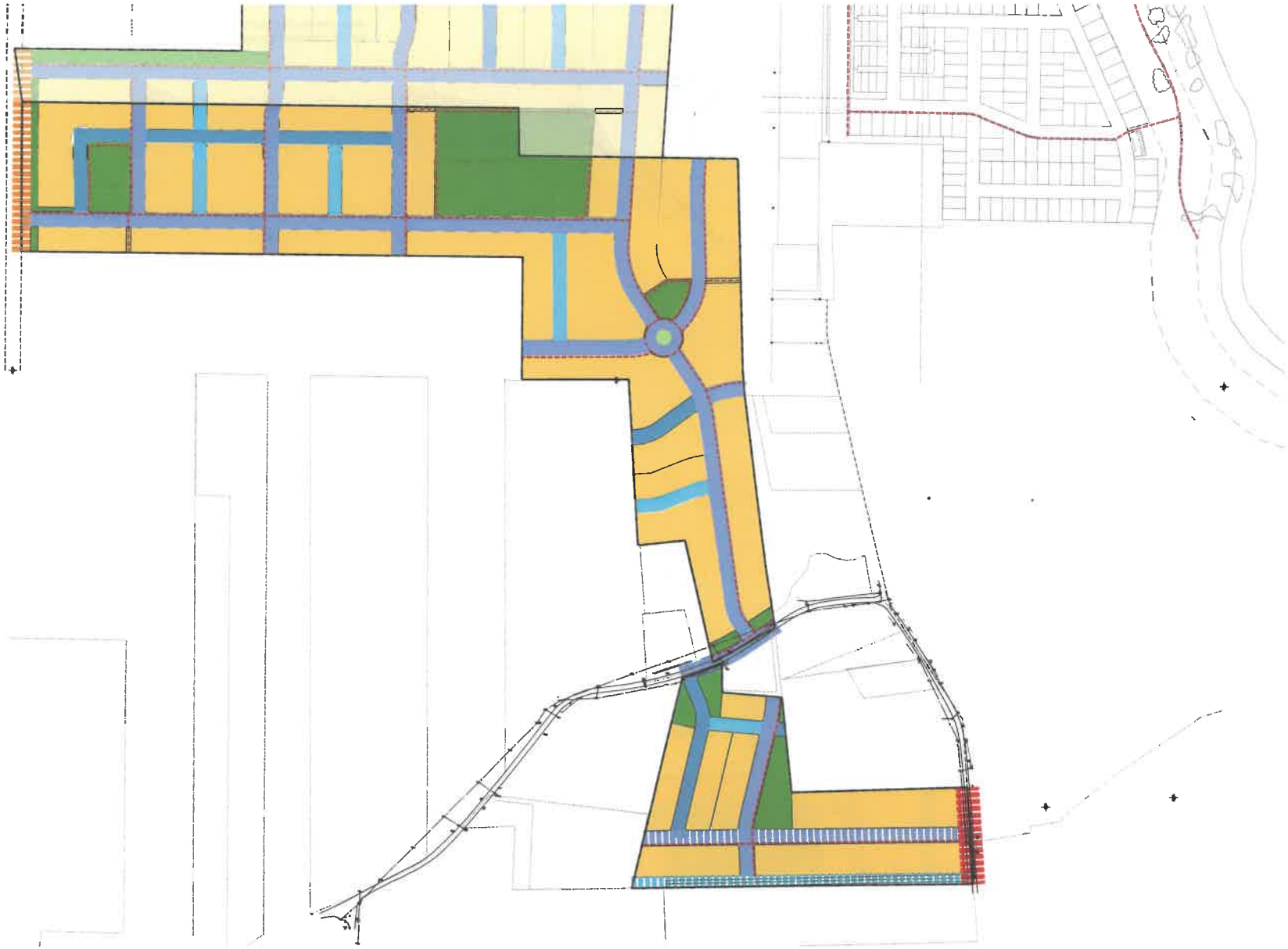
Exhibit C – Concept Plan

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.

See next two pages.



Site Summary

Total Project Area	84.89 Ac
Residential Area	48.31 Ac
Open Space	11.54 Ac

Open Space Summary

Natural Open Space	0.0 Ac
Improved Open Space	10.52 Ac
Trail Connections	0.174 Ac
Total Open Space Acres	10.69 Ac
Total Length of Non right-of-way trails	2,131 LF

Think Architecture

November 05, 2026

0 100 200 400 600

Concept Plan

Wagstaff Property-Nilson Homes



Think Architecture

November 03, 2026

0 50 100 200 300

Note: Site Plan is conceptual in nature and does not represent a final site plan. Road alignments, open space and residential areas will be defined throughout the approval process.

Road Plan

Wagstaff Property-Nilson Homes

Exhibit D – Associated Rezone Area

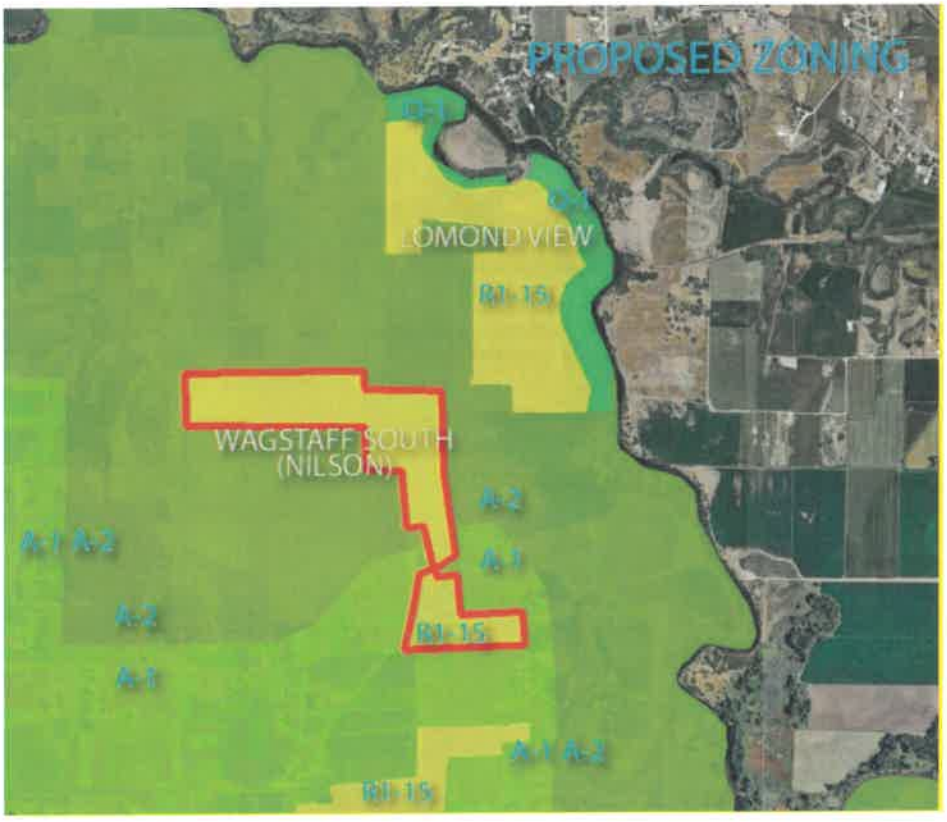


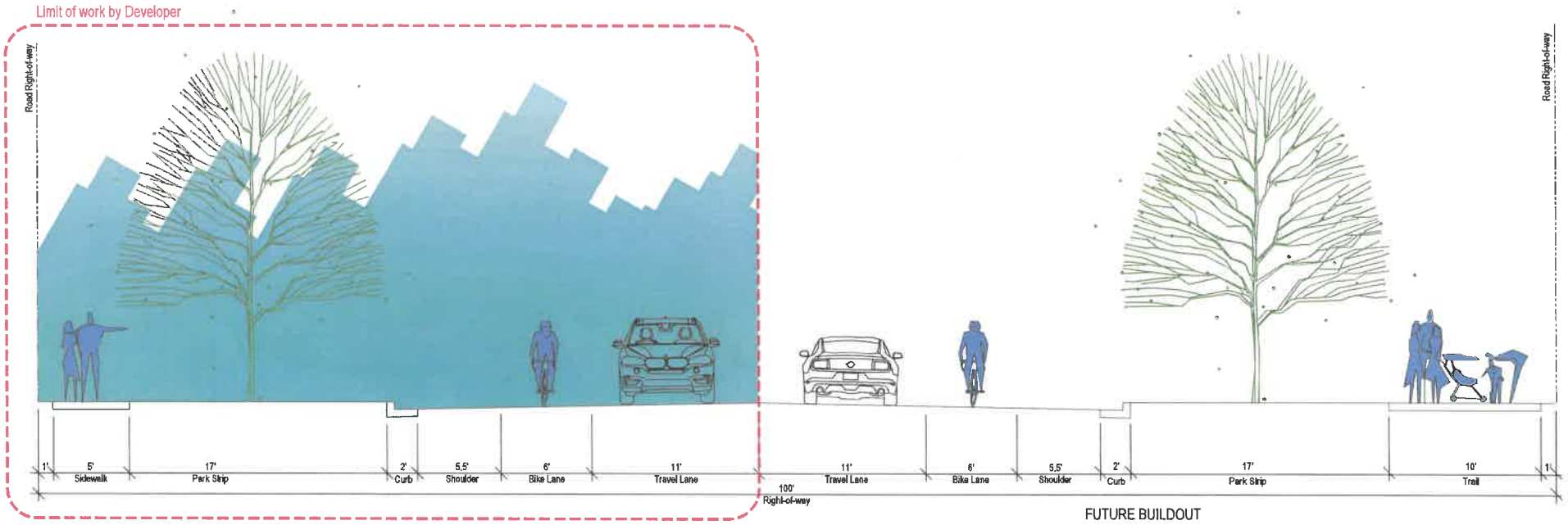
Exhibit E – Street Cross Sections

Notes:

1. ***Materials and Thicknesses.*** *Materials and thicknesses shall follow minimum typical requirements. The County Engineer may require increased thicknesses or more durable materials where unique site-specific conditions warrant such modifications to improve longevity.*
2. ***Curb and Gutter.*** *Curb and gutter shall conform to APWA Type G standards. The sidewalk or pathway shall be elevated above the top back of curb at a minimum upward grade of 2%, measured over the intervening horizontal distance. The County Engineer may approve alternative curb types or sidewalk/pathway elevations.*
3. ***Pathway.***
    a. *Pathways shall be 10 feet wide, consisting of 9 feet of asphalt bounded on each side by a 6-inch-wide, 12-inch-deep concrete ribbon, flush with the asphalt surface. Master Developer shall be allowed to install the entire Pathway as concrete to county-specified sidewalk thickness.*
    b. *Where a pathway crosses a driveway or other vehicular accessway, concrete meeting county-specified sidewalk thickness shall replace asphalt for the full pathway width, extending at least 30 feet beyond each edge of the driveway or vehicle accessway.*
    c. *The County Engineer may require concrete in lieu of asphalt for any portion of a pathway.*
    d. *All contraction joints in concrete pathways shall be saw-cut.*

Minor Residential Streets shall be labeled with an "A-1" on the Concept Plan.

See next eight pages.



Major Collector
100' Right-of-way Width

Think
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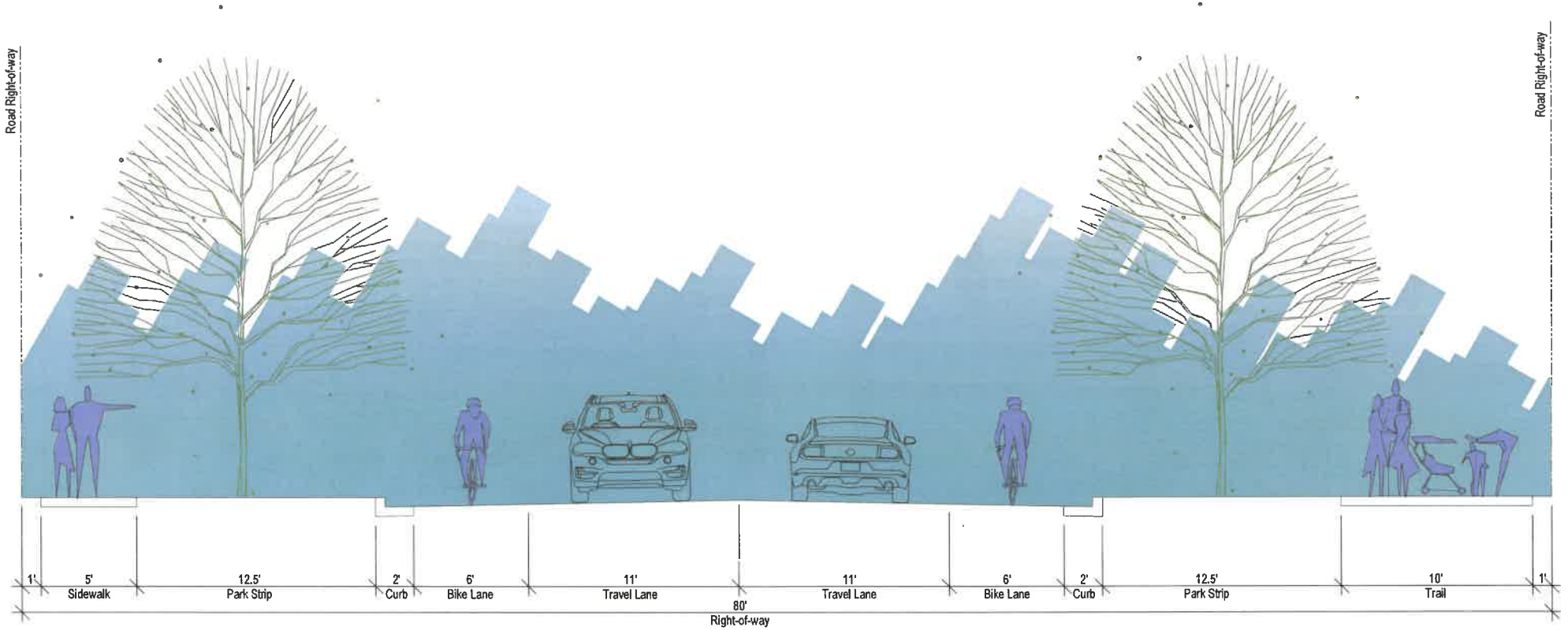
November 03, 2026

Road Cross-sections
Weber County, Utah



Minor Collector
80' Right-of-way Width

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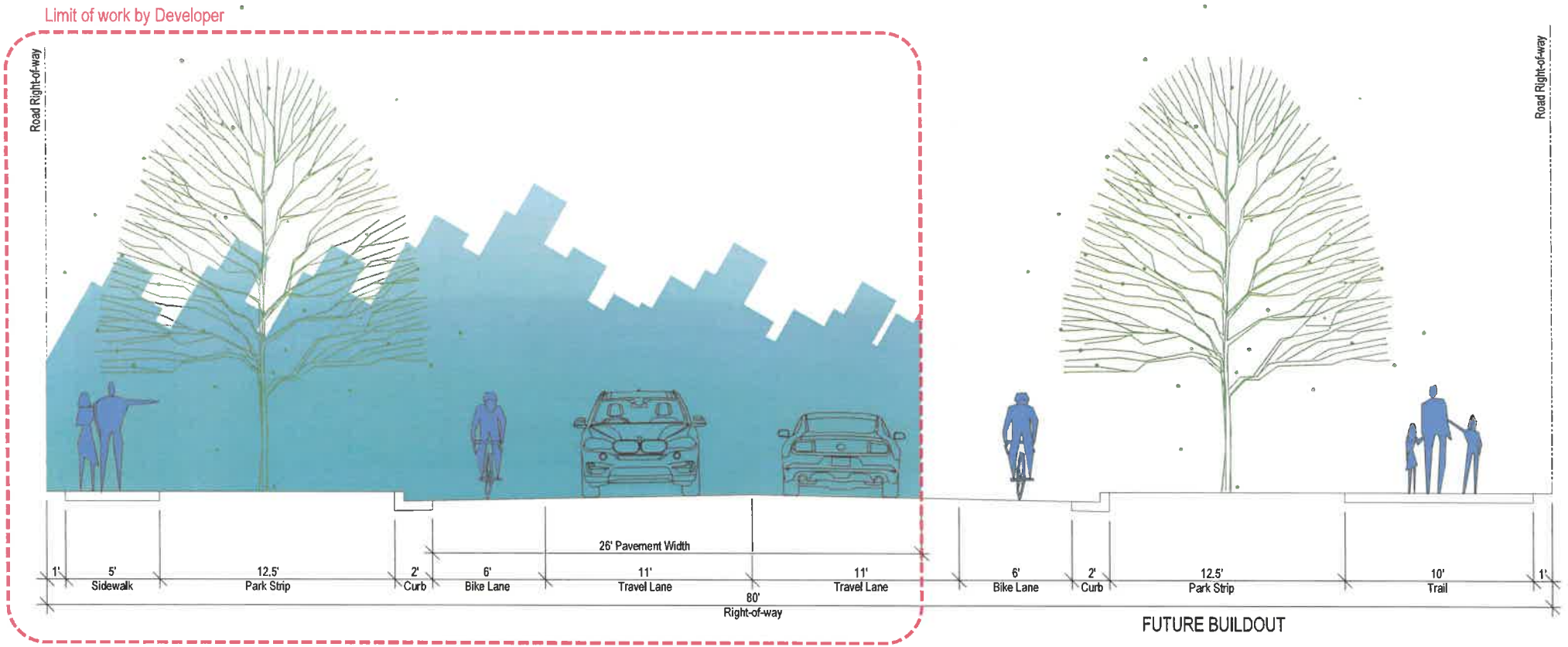
Road Cross-sections

Weber County, Utah



Minor Collector
80' Right-of-way Width

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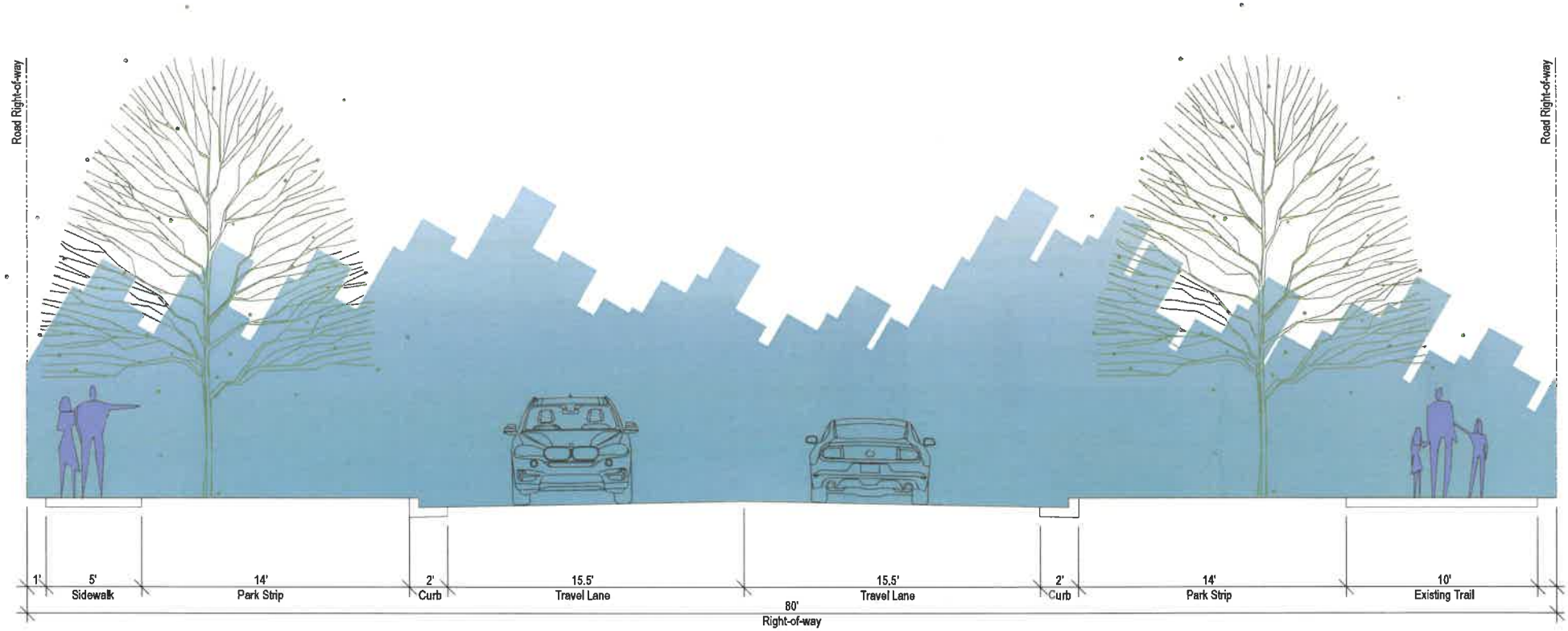
November 03, 2026

Road Cross-sections

Weber County, Utah



Major Residential

80' Right-of-way Width

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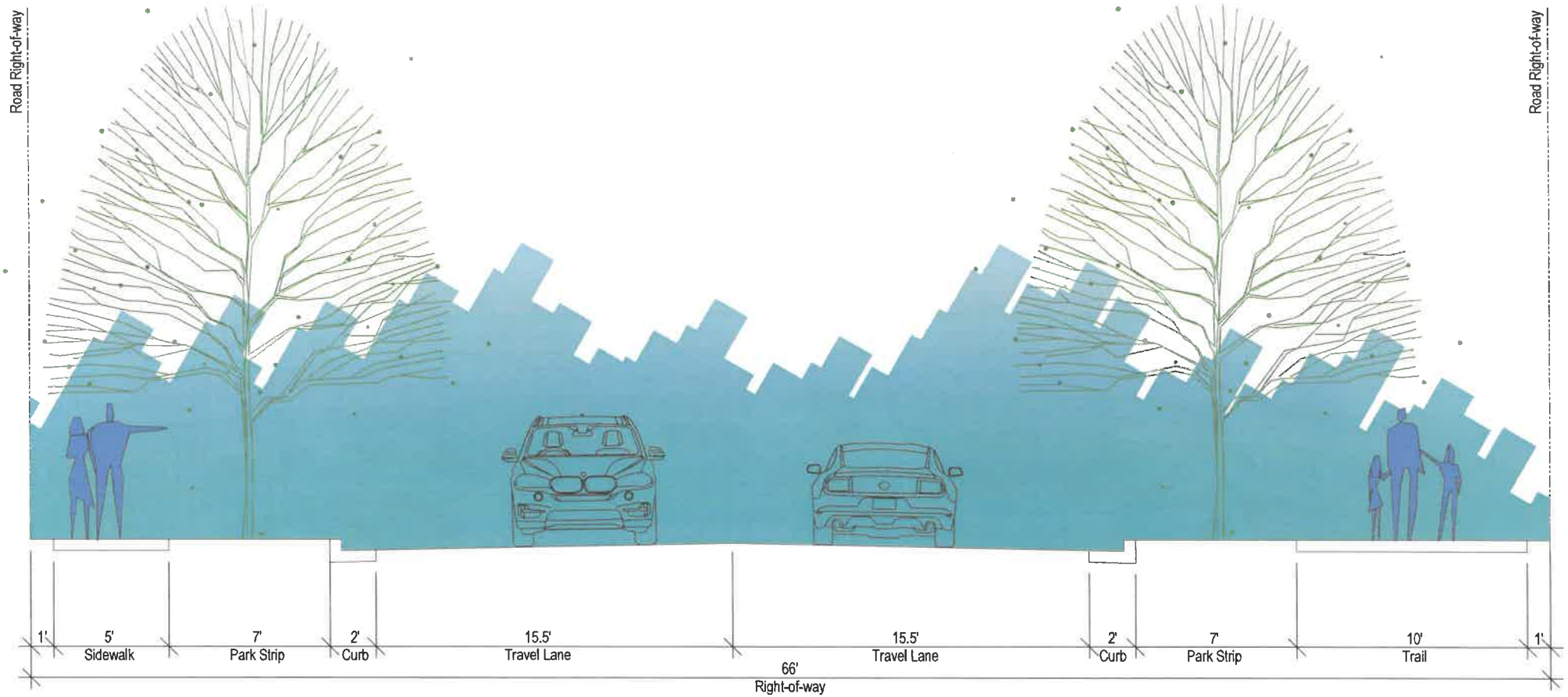
November 03, 2026

Road Cross-sections

Weber County, Utah



Major Residential
66' Right-of-way Width

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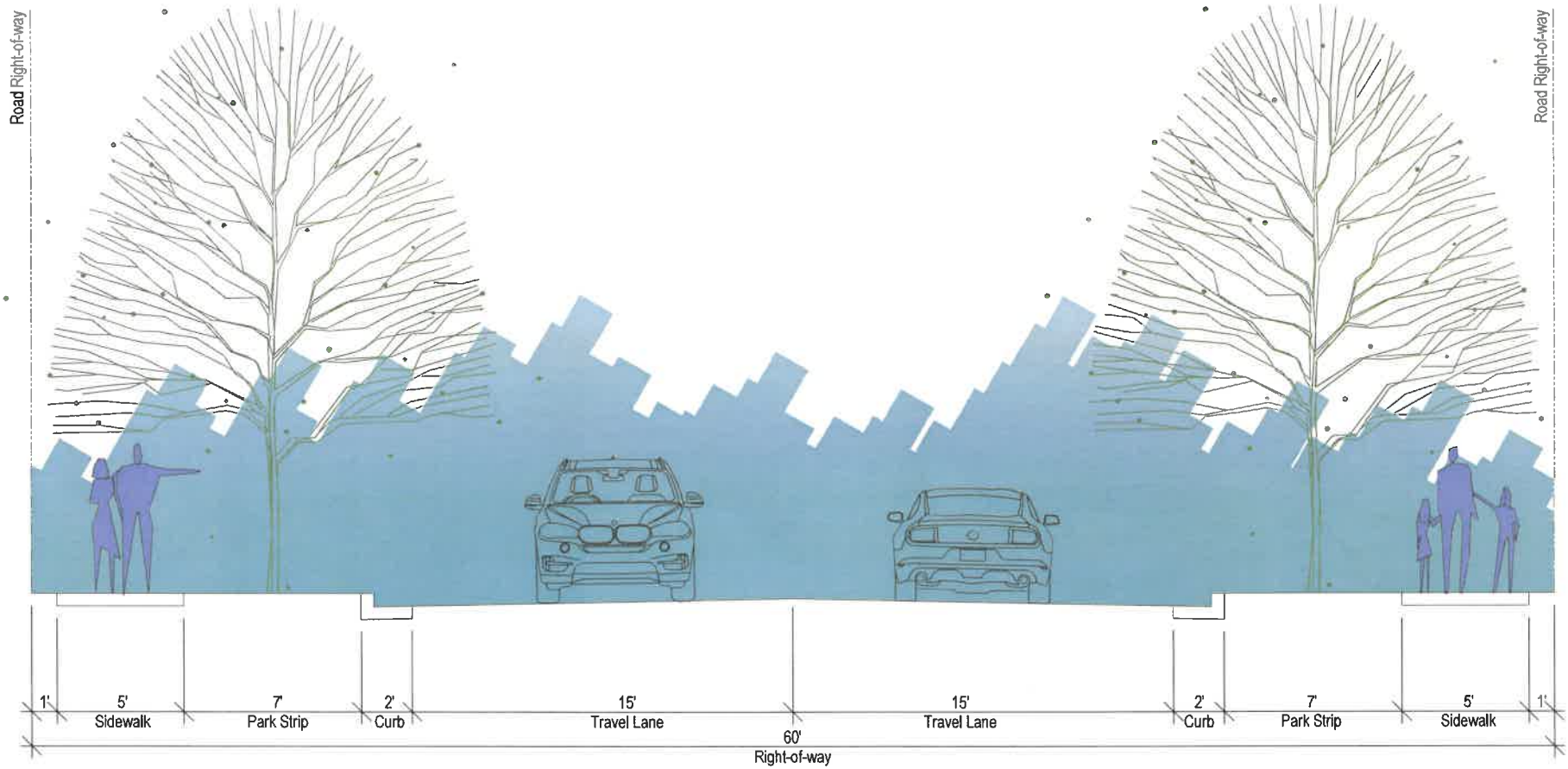
Road Cross-sections

Weber County, Utah



Minor Residential
60' Right-of-way Width

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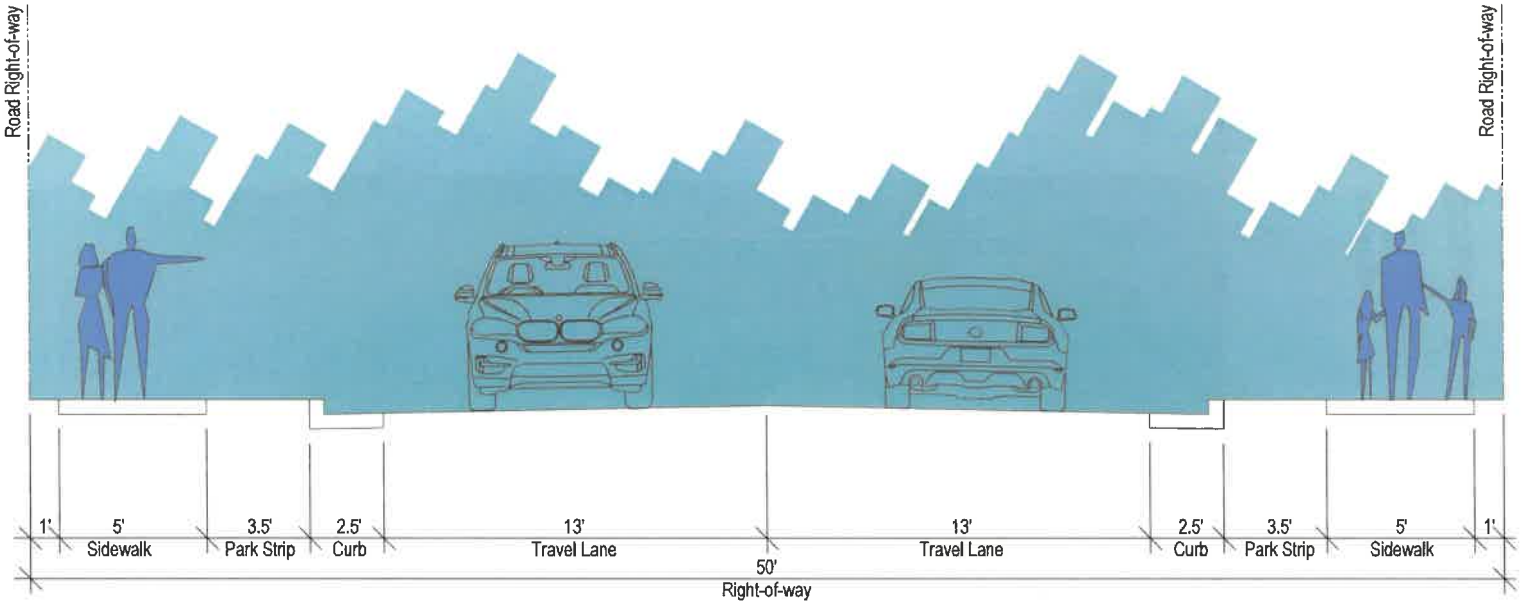
November 03, 2026

Road Cross-sections

Weber County, Utah



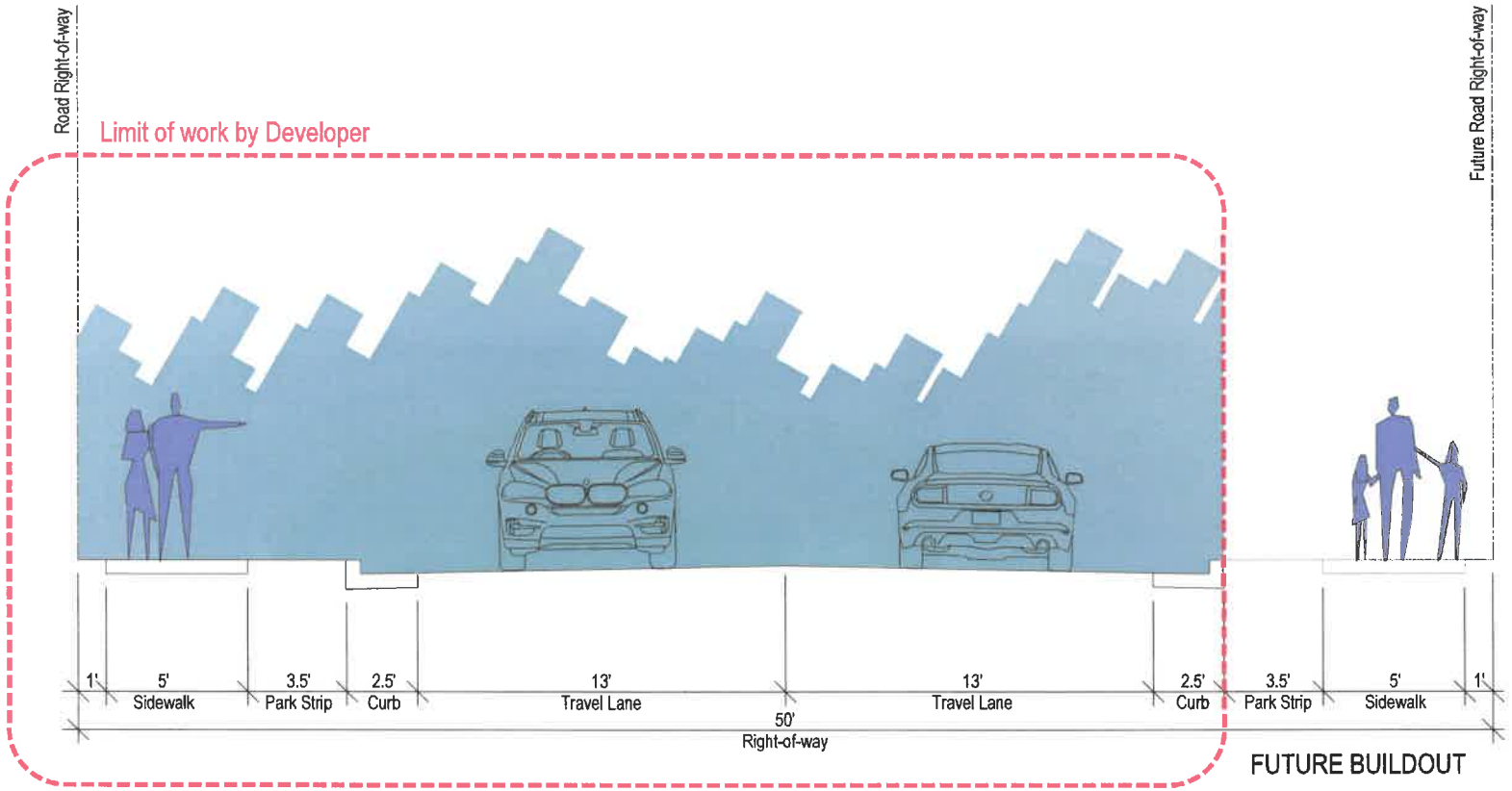
Minor Residential
50' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah



Minor Residential
50' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah

Exhibit F – Non-Street-Adjacent Pathway Cross Section

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 an alternative right of way width standard. If the alternative is used, Master Developer shall install the specified fence as a subdivision improvement.

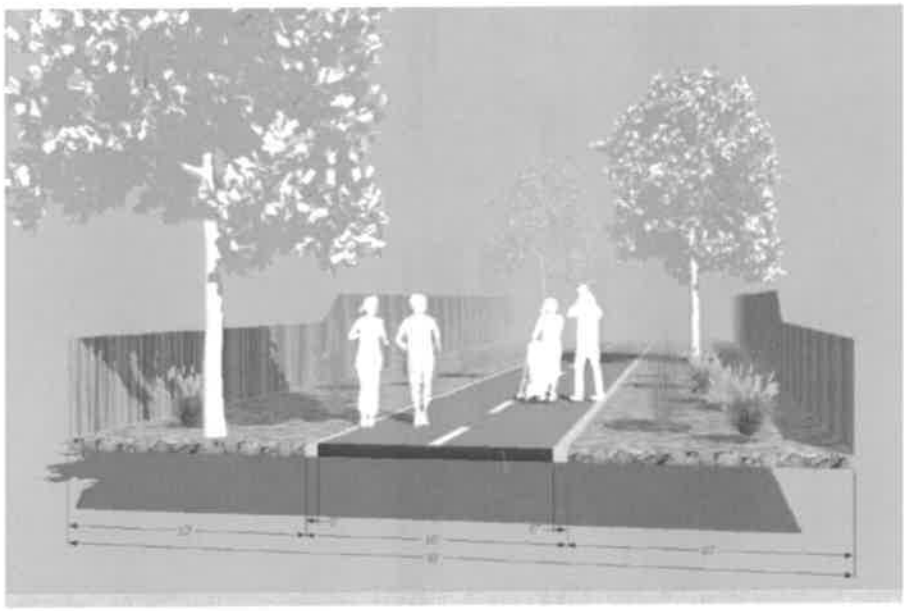


Exhibit G – Reserved.

Exhibit H – Public Parkstrip Landscaping

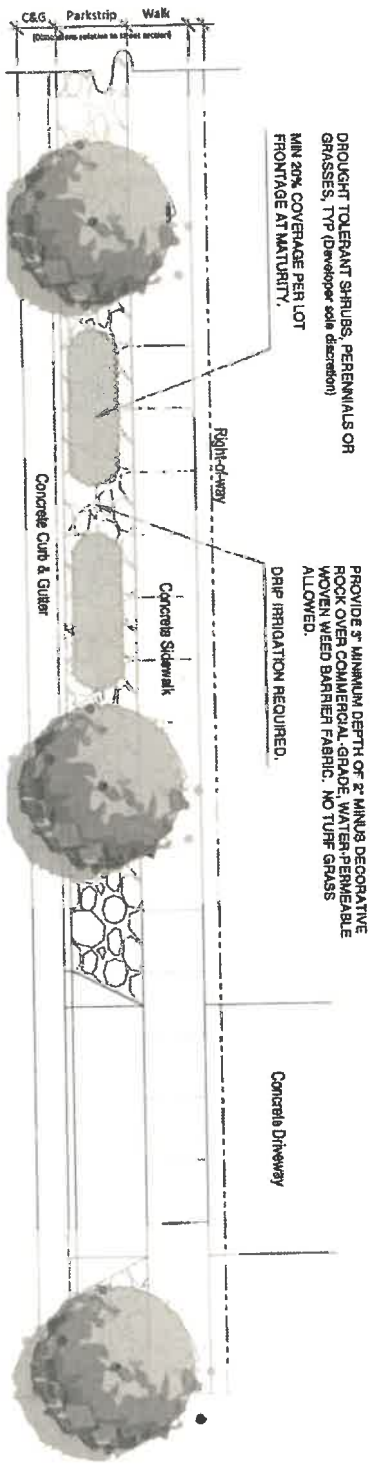


Exhibit I – Reserved

Exhibit J – Reserved

Exhibit K – Fallback Land Use Provisions

Applicability. These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

2. Reserved

3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

3.1 Accessory Uses

USE	STATUS	SPECIAL REGULATIONS
Accessory building, accessory and incidental to the use of a main building.	P	
Accessory dwelling unit.	P	See Chapter 108-19.
Accessory use, accessory and incidental to the main use.	P	
Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation.	P	See Section 4.1 below. 5-acre use.
Custom exempt meat cutting, accessory to a residential use.	N	
Family food production, accessory to a residential use.	P	See Section 4.5 below.
Home occupation, accessory to a residential use.	P	See Chapter 108-13.
Household pets, accessory to a residential use.	P	
Main building, designed or used to accommodate the main use.	P	
Parking lot, accessory to a main use allowed under these provisions.	P	
Parking of large vehicle, accessory to residential use.	C	See Section 4.7 below. 5-acre use.
Parking of construction vehicle.	C	See Section 4.6 below. 5-acre use.
Sugar beet loading or collection station.	P	
Sugar beet dump site.	P	
Temporary building or use, accessory and incidental to onsite construction work.	P	See Section 4.8 below.

3.2 Agricultural Uses, Non-Animal

USE	STATUS	SPECIAL REGULATIONS
Agriculture.	P	
Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation.	P	
Agricultural experiment station.	P	
Aquaculture.	P	
Fruit and vegetable storage and packing plant, for produce grown on premises.	N	
Grain storage elevator.	N	
Greenhouse and nursery. Sales are limited to plants produced on the premises.	P	
Laboratory facility, for agricultural products and soils testing.	N	
Manure spreading, drying and sales.	N	

3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Animal grazing, as defined in Section 101-2.	P	See Section 4.2 below. 5-acre use.
Animal feeding operation, as defined in Section 101-2.	N	
Animal feeding operation, large concentrated, as defined in Section 101-2.	N	
Apiary.	P	
Aquaculture, animal related.	P	
Aviary.	P	
Chinchilla raising.	N	
Corral, stable or building for keeping animals or fowl.	P	See Section 4.3 below.
Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm.	N	5-acre use.
Dairy or creamery.	N	
Dog breeding, dog kennels, or dog training school.	N	See Section 4.4 below. 2-acre use.
Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses.	P	
Slaughterhouse.	N	
Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel.	N	5-acre use.
Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time.	N	

3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Agri-tourism.	C	See Chapter 108-21.
Airport.	N	
Campground and picnic area.	C	See Chapter 108-20.
Cannabis production establishment, as defined by state code.	N	See Section 108-7-34.
Child day care.	N	
Circus or transient amusement.	N	
Equestrian training and stable facilities. No more than ten horses per acre of land used for horses.	C	5-acre use.
Golf course, except miniature golf course.	P	
Golf driving range.	N	
Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod.	N	
Gun club.	N	5-acre use.
Horse racing and training track, cutter racing track, including indoor concessions as an accessory use.	N	
Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc.	N	
Stables.	N	
Skeet shooting range.	N	5-acre use.
Turf horse jumping course.	N	
Veterinary Facility.	N	

3.5 Institutional Uses

USE	STATUS	SPECIAL REGULATIONS
Campground and picnic area.	C	See Chapter 108-20.
Cemetery.	P	
Convalescent or rest home.	N	
Correctional institution.	N	
Church, synagogue or similar building used for regular religious worship.	P	
Dog pound.	N	
Equestrian training and stable facilities, noncommercial. No more than five horses per acre.	N	
Hospital.	N	
Private park, playground or recreation area. No privately owned commercial amusement business.	P	
Public building.	P	
Public park, recreation grounds and associated buildings.	P	
Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools.	P	

USE	STATUS	SPECIAL REGULATIONS
Public storage facilities developed by a public agency.	C	See Chapter 108-10.
Sanitarium.	N	
School bus parking, provided the vehicle is parked at least 30 feet from a public street.	C	

3.6 Residential Uses

USE	STATUS	SPECIAL REGULATIONS
Residential facility for elderly persons.	P	See Section 108-7-15.
Residential facility for handicapped persons.	P	See Section 108-7-13.
Residential facility for troubled youth.	C	See Section 108-7-14.
Single-family dwelling.	P	
Two-family dwelling.	N	

3.7 Utility Uses

USE	STATUS	SPECIAL REGULATIONS
Public utility substations.	C	See Title 108, Chapter 10.
Radio or television station or tower.	C	See Title 108, Chapter 10.
Wastewater treatment or disposal facilities.	N	See Title 108, Chapter 10.
Small wind energy system.	N	See Section 108-7-24.

3.8 Other Uses

USE	STATUS	SPECIAL REGULATIONS
Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance.	N	

4. Special Regulations

4.1 Agricultural Produce Sales, Onsite

1. "Onsite" means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.
4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the

footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.

5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

4.2 Animal Grazing

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

4.3 Corral, Stable or Building for Keeping Animals or Fowl

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

4.4 Dog Breeding, Dog Kennels, or Dog Training School

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

4.5 Family Food Production

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

4.6 Parking of Construction Vehicle

1. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee.
2. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

4.7 Parking of Large Vehicle

1. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

4.8 Temporary Building or Use

1. The building or use shall be removed upon completion or abandonment of the construction work.

5. Site Development Standards

STANDARD	REQUIREMENT	SPECIAL REGULATIONS
Minimum lot area - dwelling	40,000 square feet	
Minimum lot area - other main building or use	2 acres	
Minimum lot area - 2-acre use	2 acres	
Minimum lot area - 5-acre use	5 acres	
Public utility substation	See Section 108-10-2	
Minimum lot width and street frontage	150 feet	
Minimum lot width and street frontage for 2- and 5-acre use	300 feet	
Minimum front setback - all buildings	30 feet	See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet.
Minimum side setback - dwelling	10 feet; total width of both side setbacks not less than 24 feet	See Section 108-7-10. Cluster-subdivision exception: 5 feet.
Minimum side setback - other main building	20 feet	See Section 108-7-10.
Minimum street-side setback - corner lot	20 feet	See Section 108-7-10.
Minimum side setback - accessory building	10 feet; 1 foot if at least 6 feet to rear of main building	See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies.
Minimum rear setback - main building	30 feet	See Section 108-7-10. Cluster-subdivision exception: 20 feet.
Minimum rear setback - accessory building	1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot	See Section 108-7-10. Cluster-subdivision exception applies.
Minimum building height - main building	1 story	
Maximum building height - main building	35 feet	
Maximum building height - accessory building	25 feet	See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials.