



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-14, A public hearing on an application to rezone approximately 40 acres of land generally known as the Martini Family Trust land, located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15 zone.

Agenda Date: December 10, 2024

Applicant: David Laloli

File Number: ZMA2024-14

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/21163>

Property Information

Approximate Address: 4083 West 1400 South, Unincorporated West Weber

Current Zone(s): A-1 Zone

Proposed Zone(s): R1-15

Adjacent Land Use

North:	Large-lot residential, Agriculture	South:	Residential
East:	Large-lot residential, Agriculture Subdivision)	West:	Residential (Anselmi

Staff Information

Report Presenter: Felix Lleverino
flleverino@webercountyutah.gov
801-399-8767

Report Reviewer: CE

Applicable Ordinances

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

Legislative Decisions

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

Summary and Background

The applicant's proposal is to rezone the Martini Family land from Agricultural A-1 to the R1-15 zone for the purpose of creating a residential development.

This rezone, if approved, is recommended to be accompanied by a development agreement. Through this development agreement, the county can capture additional considerations unique to the property. The change in zoning will apply to the entire 40-acre parcel and the standards in the development agreement will apply to all lots within the rezone boundary.

In a work session with the planning commission that took place on November 13, 2024, the planning commission was willing to entertain the possibility for town houses on the large lot that will remain owned by

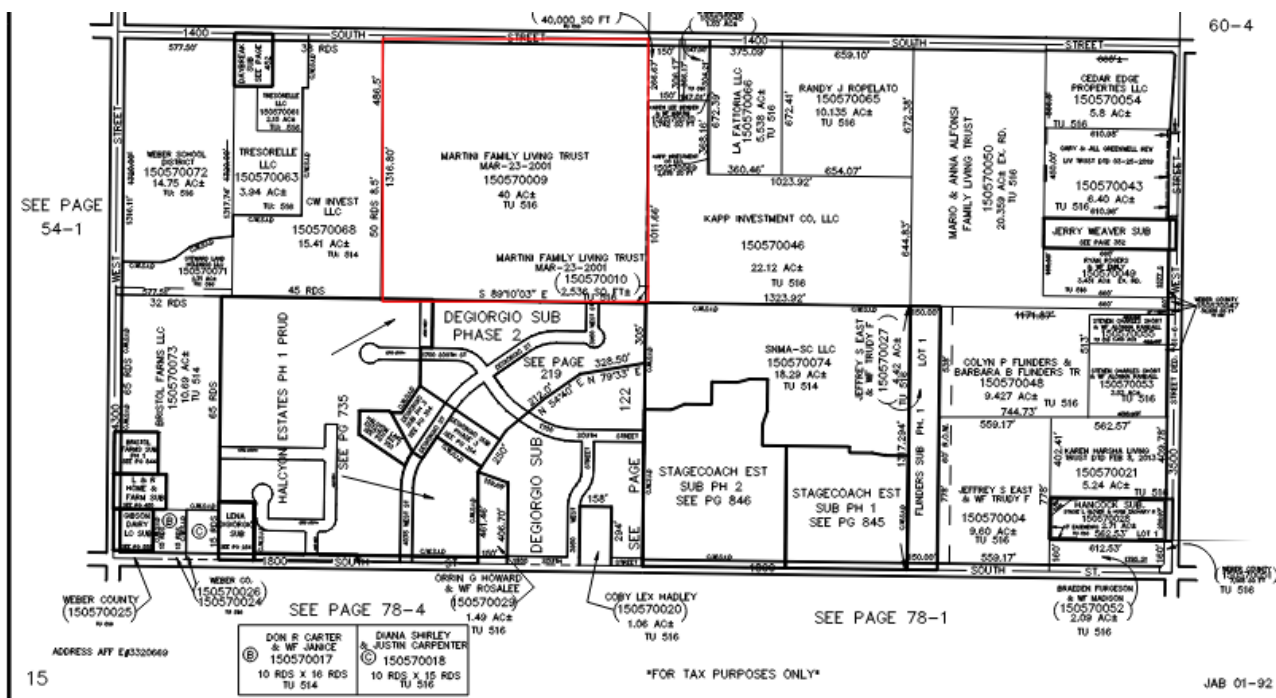
the Martinis. After evaluation by the staff, the option for townhouses in this location would require a General Plan Amendment and a rezone to Residential R-3. Considering that the Martini lot is roughly two acres in area, the planning staff recommends that the uses listed in the Agricultural (A-1) zone remain available for the owner and on lots greater than 40,000 SF.

Staff is recommending approval of the rezone.

Policy Analysis

This is a proposed rezone of approximately 40 acres of ground that is currently being used for farming and residential. A rezone to the residential R1-15 zone would create the potential for up to 116 lots. **Figure 1** shows the subject parcels outlined in red.

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



The Weber County Land Use Code has a chapter that governs application-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code and best planning practices.

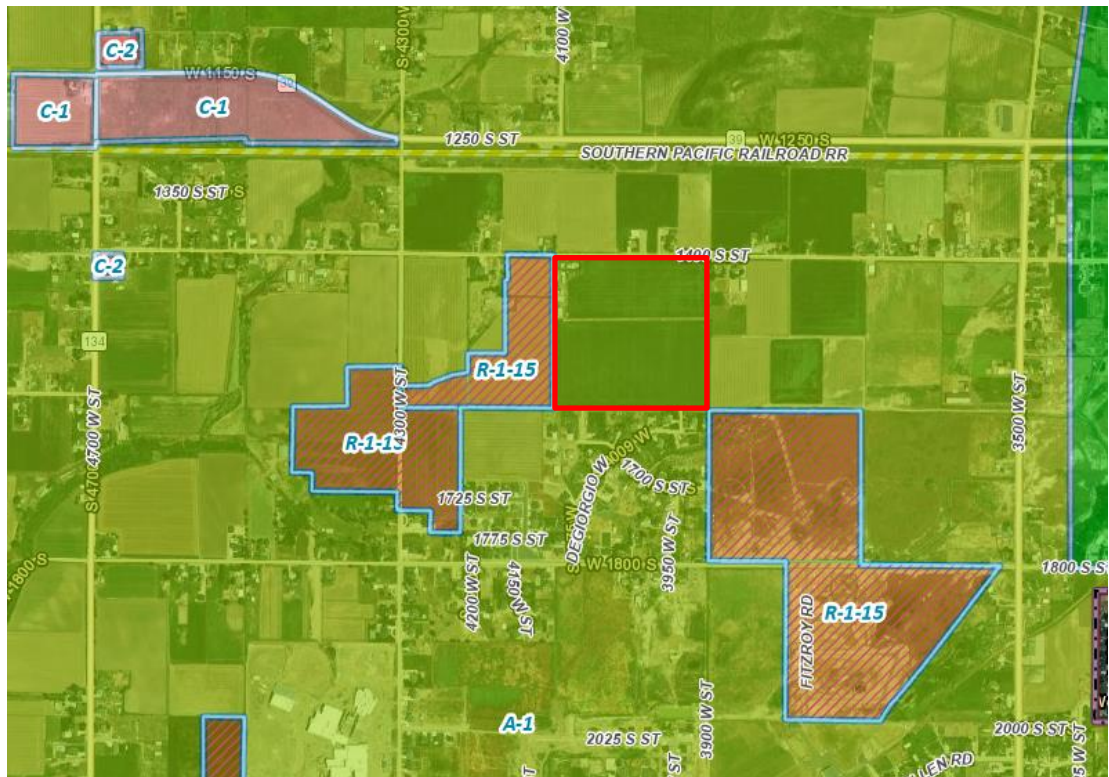
This rezone proposal will utilize the allowances written into the county subdivision code to allow for the developer to calculate the density allowance from the gross land area of 40 acres. If approved, the developer will be able to design to a maximum density of 2.9 units per acre and reduce the lot sizes to a 6,000 SF minimum and a 60' width minimum.

Zoning Analysis

The current zone of the subject property is A-1. **Figure 2**¹ displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The A-1 zone is an agricultural zone and a low-density rural residential zone for low-intensity farming areas where agricultural pursuits and rural environment should be promoted and preserved where possible. The purpose and intent of the A-1 zone is to:

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

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



The entire property would be zoned to residential R1-15. The purpose of the R1-15 Zone is:

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

The proposed rezone can be observed in **Figure 3**⁴, with the red square depicting the proposed R1-15 zone.

¹ See also Exhibit B.

² Weber County Code Section 104-2-1.

³ Weber County Code Section 104-12-1.

⁴ See also Exhibit C.

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

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

The full list of A-1 zone permitted and conditional uses may be found in Chapter 104-2-3 of the county land use code.

Special allowances for the A-1 zone are being proposed in the development agreement so the owner may pursue the permitted uses. The uses listed as "conditional" will require an application to the Weber County Planning Division for a conditional use permit and a design review.

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

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

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

- a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*
- b. *Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.*
- c. *The extent to which the proposed amendment may adversely affect adjacent property.*
- d. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
- e. *Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. *Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

⁵ See also Exhibit E
Last revised 12/4/2024

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

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

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

*"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*⁶

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

General Plan Smart Growth Principles

The general plan lists both basic and exemplary smart growth principles. The seven basic smart growth standards are:

1. Street connectivity.
2. Pathway and trail connectivity.
3. Open space and recreation facilities.
4. Dark sky considerations.
5. Culinary and secondary water conservation planning.
6. Emission and air quality.

The proposal's compliance with each of these standards are further provided in this report.

The following nine bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide even greater community benefits.

- *Provision for a wide variety of housing options.*
 - Allowing the developer to plan a residential development with a variety of lot sizes will help prevent the monotony of single-family suburbs while enhancing availability of different housing options.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*
 - The developer has not proposed any moderate income housing for this development, however, what has been done in other areas would be to designate a certain percentage of the homes to be made available to the Weber Housing Authority, thereby Increasing the supply of more affordable option will help curb the inflation of the housing market.

⁶ Western Weber General Plan (p. 21)

- Staff is not specifically recommending a deed restriction for moderate income housing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing then the planning commission should add the requirement into the recommendation being sent to the commission.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
 - The concept plan has strong sidewalk connectivity throughout, especially if staff's additional suggestions are provided.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
 - The applicant has done well to work with staff to provide quality street connectivity wherever else possible. With the exception of a couple of minor changes to the concept plan, this proposal displays compliance.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
 - The developer has offered a park donation of 7,500 per single-family unit. This contribution is important to the development of public parks and recreation services.
- *Homes that have higher efficiency ratings than required by local building codes.*
 - Buildings are required to be constructed to an efficiency standard based on the climate of the area. Usually, buildings located in higher (colder) elevations need to meet greater efficiency standards. However, given the wide degree of temperature swings in the Western Weber area over a one year period, requiring buildings to be constructed to better efficiency ratings may help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests that all of the homes within the Brook View development are built to include efficiency upgrades such as LED lighting, house wraps, and extra attic insulation.
- *Homes that are built with smart appliances such as thermostats and sprinkler controllers.*
 - Staff recommends requiring smart thermostats and smart sprinkler controllers that will optimize efficiency while being an affordable upgrade. Onsite power generation with solar panels remains to be a wise investment. If the developer is able to include these features as a built-in upgrade, the planning commission may consider adding this limited requirement to the development agreement. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing, if any.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
 - The planning commission may determine that the street and pathway connectivity, park donation, and park dedication accomplishes this principle.
 - One additional item for the planning commission to consider on this point: There is one limited access through street within the Brook View plan. Property fronting 1400 South Street is likely to be lined with rear and/or side yards that may be enhanced with landscaping, fencing, and street art. The county does not currently have means to operate and maintain such street improvements, so if the planning commission desires to require these improvements in this development then it would be advisable to require a professionally managed homeowners association to care for the operations and maintenance. This is not included in staff's recommendation herein, but can easily be added by the planning commission if so desired.
- *Use of transferable development rights from agricultural lands identified for protection.*
 - The applicant does not desire to transfer more development to this project.

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

Since the adoption of the General Plan, many developers have begun the process of transitioning this area from large-lot rural residential and agriculture to medium-lot residential. Anselmi Acres, which is located directly west, was rezoned to the R1-15 zone and is currently being platted into medium-sized lots; and Stage Coach is directly to the east.

There are also large-lot and agricultural uses nearby. Including one within this rezone proposal. The general plan identifies that many agricultural uses may not be very compatible with residential development/neighborhoods. It is worth evaluating how surrounding agricultural uses may affect this project, and vice versa.

The general plan suggests and acknowledges some incompatibilities will occur as the area develops over time. If the plan is followed, in time, the surrounding area is likely to be more similar to the character of this development than it is the character of the existing area.

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

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

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

If rezoned, the development will change the immediate area. New streets and street connections will be constructed. Small, medium, and medium-large-lot residential uses should be expected. The smaller and relatively denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. The proposed uses are not expected to be greater than that found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

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

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

Roadways/Traffic. **Figure 5** shows the planned streets for the area, pursuant to the general plan.

Public roads planned throughout this development are designed for connectivity following the county code. Traffic from the Anselmi Acres and Halcyon developments will be directed to the surrounding neighborhood collectors known as 1400 South, 1600 South, 4125 West, and 4000 West. A Connectivity Plan, prepared by Reeve and Associates displays conformity with the General Plan Future Streets plan. See figure 5a.

Figure 5: Planned Streets – Western Weber General Plan

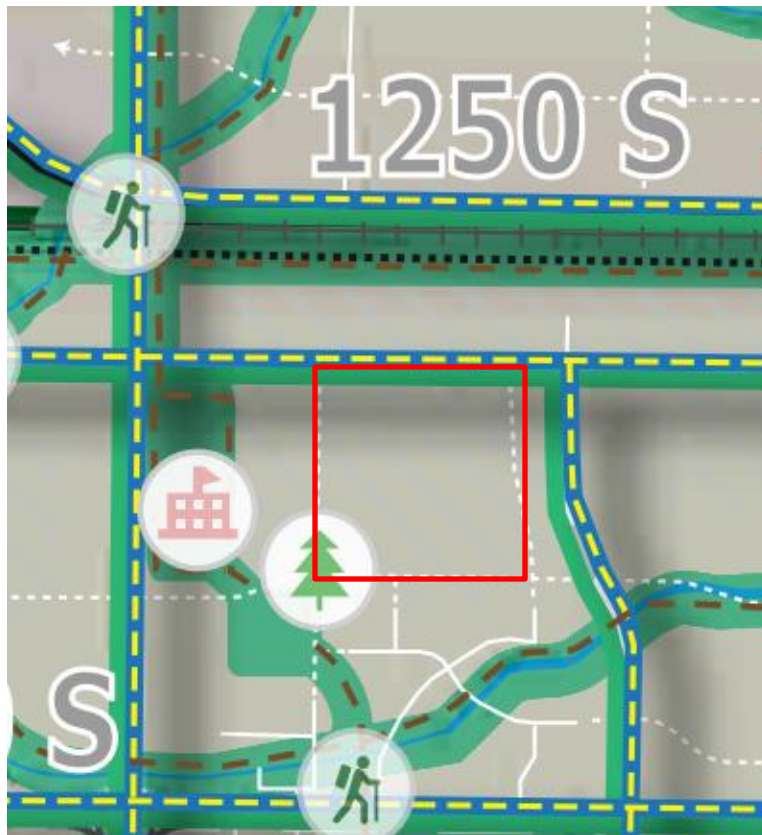


Figure 5a: Street and Pathway Connectivity Plan



Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical residential development in the area.

Stormwater Drainage Systems

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

Water Supply

The property is within the Taylor West Weber Water District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve.

In addition to the letter from Taylor West Weber, County Code⁷ further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they are worth noting during the rezone process to provide the planning commission with sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

Wastewater

Central Weber Sewer Improvement District will provide sewer services. The sanitary sewer lines gravity or pressure will be owned and maintained by Weber County.

⁷ Weber County Code, Section 106-4-2.010.

Refuse Collection

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

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

The Utah Geological Survey Interactive Map provides an inventory of suspected wetlands across the Utah. The map shows that there are no wetlands on the property.

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

Based on the details already provided regarding street accessibility and street connectivity, the planning commission should be able to find that the applicant is proposing sufficient compensation for its impact on both existing and proposed transportation corridors with the inclusion of road improvements on the 1400 South Street frontage.

Staff Recommendation

After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. The standards from the development agreement are included with this recommendation.
2. The proposed street and pathway layout illustrated in the concept plan is sufficient to meet the connectivity standards of the county code.
3. The developer will communicate with the Weber Housing Authority to set aside ten percent of the total housing units for affordable housing or attainable housing.
4. Lots within the Brook View development with at least 40,000 SF may pursue conditional and permitted uses listed in the Agricultural A-1 zone, section 104-2-3.
5. Weber County's outdoor lighting code should be applied to all lighting in the project.

Staff's recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for

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

Motion for positive recommendation **as-is**:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-14, an application to rezone approximately 40 acres of land located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15, as illustrated in Exhibit C.

I do so with the following findings:

Example findings:

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

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-14, an application to rezone approximately 40 acres of land located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15, as illustrated in Exhibit C. **but with the following additional edits and corrections:**

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*

2. *Example: The main through streets should be designed for limited access with a 10' sidewalk.*
3. *At least ___ percent of the homes should be deed restricted under the authority of the Weber Housing Authority for moderate income homeowners.*
4. *Example: Amend staff's consideration item # []. It should instead read: [___ desired edits here ___].*
5. *Etc.*

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-14, an application to rezone approximately 40 acres of land located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15, as illustrated in Exhibit C. I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Application

Exhibit B: Utility Service Letters

Exhibit C: Amended Concept Plan

Exhibit D: Development Agreement (see pages 20-24 for development standards)

Project Name: Brook View (Martini Family Trust) Zoning Map Amendments

Address: 4083 W 1400 S
Project Type: Zoning Map Amendments
Project Sub Type: Zoning Map Amendments
Created By: chris cave
Created On: 9/5/2024
Project Status: Accepted
Status Date: 11/6/2024
File Number: 2024-14
Project Manager: Felix Lleverino

Application

Project Description:

The rezone request is to change the zoning from A-1 to R-1-15 to create a connectivity incentivized subdivision

Property Address:

4083 W 1400 S

Property Owner:

Martini Family Trust

Representative:

David Laloli

801-689

dave@alsdevelopment.net

Accessory Dwelling Unit:

False

Current Zoning:

A-1

Subdivision Name:

Number of Lots:

116

Lot Number:

Lot Size:

10,146 S.F.

Frontage:

Culinary Water Authority:

Taylor-West Weber Water District

Secondary Water Provider:

Hooper Irrigation Company

Sanitary Sewer Authority:

Central Weber Sewer

Nearest Hydrant Address:

Signed By:

David Laloli

Parcel Number(s):
150570009

Building Descriptions:
Description: **Building Square Feet:** **Valuation:**

Contractors:
Type: **Name:** **Contact:** **Address:**



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

8/27/2024

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District has the capacity to provide **only** culinary water for Martini Family Trust Subdivision, a 116-lot subdivision. The address is approx. 3890 W. 1400 S. West Weber UT. Plan review will be required. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid before subdivision approval is granted. The water line on 1400 South will need to be upgraded from a 6" line to an 8" water line to meet the Division of Drinking Water Standards. Plan approval must be signed off before construction. A pressurized secondary water system must be functional before final approval to build will be granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$23,200**
- Water Right Impact fee= **\$7,842 x per ERU total = \$909,672.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. Taylor West Weber will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- Construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

FINAL SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. A SIGNATURE BLOCK FOR TAYLOR WEST WEBER WATER MUST BE ON THE FINAL RECORDED MYLAR AND SIGNED BY A REPRESENTATIVE OF THE DISTRICT.

Sincerely,

Ryan Rogers-Manager

Taylor West Weber Water District

Expires 2/27/2025



Central Weber Sewer Improvement District

September 4, 2024

Felix Llevernio
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Brookview
Sanitary Sewer Service
Will Serve Letter

Felix:

We have reviewed the request of Laloli Properties to provide sanitary sewer treatment services to the subdivision called Brookview (formally Martini Legacy) comprising 116 residential lots located at approximate address 4000 West 1400 South, Weber County. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber Sewer Improvement District (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:



Central Weber Sewer Improvement District

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 Central Weber Sewer
Laloli Properties



PO Box 184 5375 S 5500 W Hooper, Utah 84315	Phone: (801)985-8429 Fax: (801)985-3556 hooperirrigationco@msn.com
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September 23, 2024

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

RE: PRELIMINARY WILL SERVE LETTER – Brookview

The development is located at approximately 1600 South and 4000 West and consists of 116 lots and a 1.01-acre detention basin. Hooper Irrigation Company has pressure irrigation water available for the aforementioned project located at the above-noted address.

This letter states that the afore-named project is in the boundaries of Hooper Irrigation Company. A formal application has been made to our office. The developer met with the Hooper Irrigation Company Board to discuss private ditches, connection requirements, and specifications to meet Hooper Irrigation standards.

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

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

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

Sincerely,

Michelle Pinkston
Office Manager
Board Secretary

Exhibit C



VICINITY MAP
NOT TO SCALE

DESIGN DATA

TOTAL AREA.....40.1 ACRES
DENSITY - 1,746,756/15,000 S.F. = 116 LOTS
116 LOTS PROPOSED

SETBACK NOTE

FRONT SETBACK: 20'
SIDE SETBACK: 5' & 10' INTERIOR/15' CORNER LOTS
REAR SETBACK: 30'

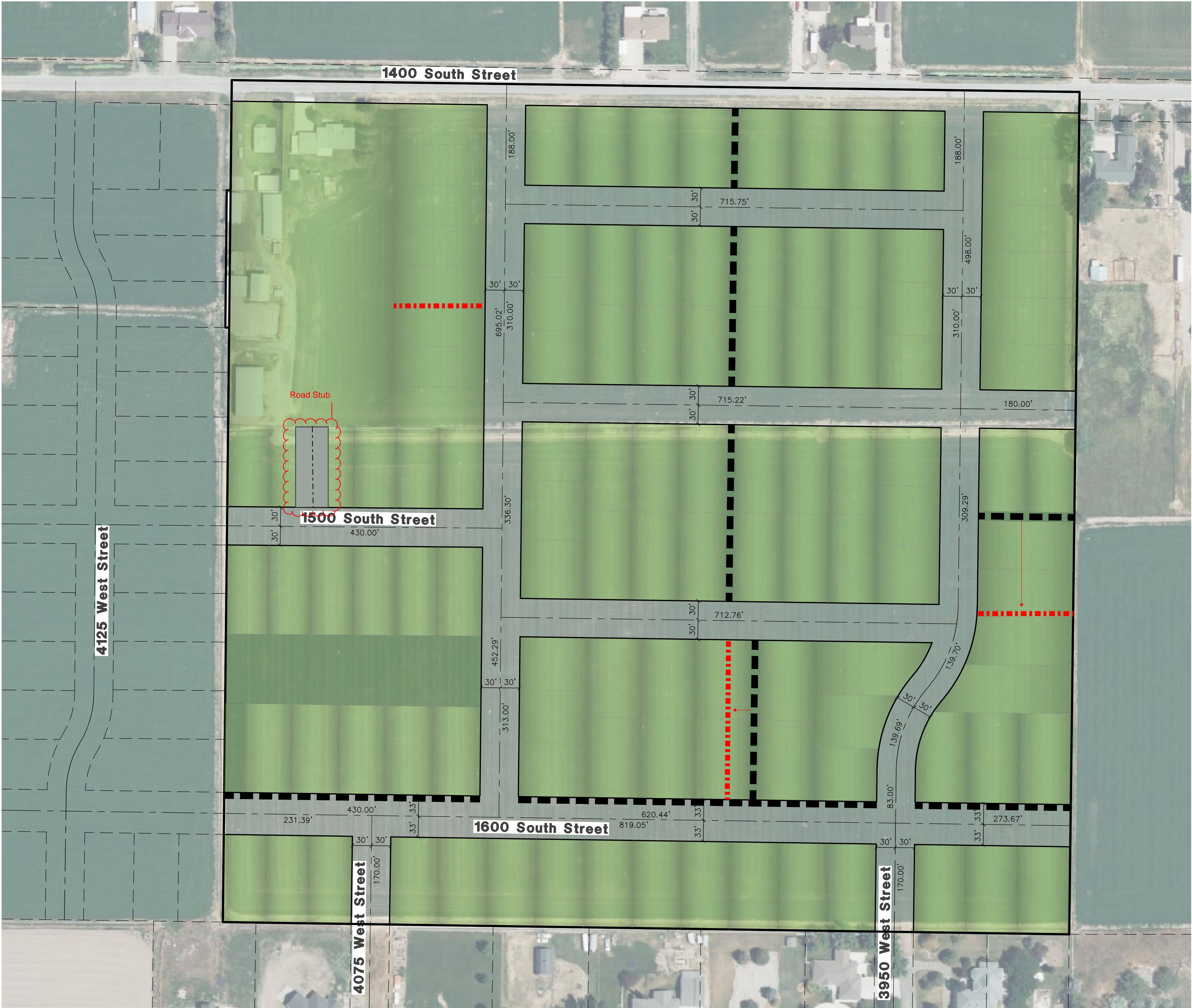
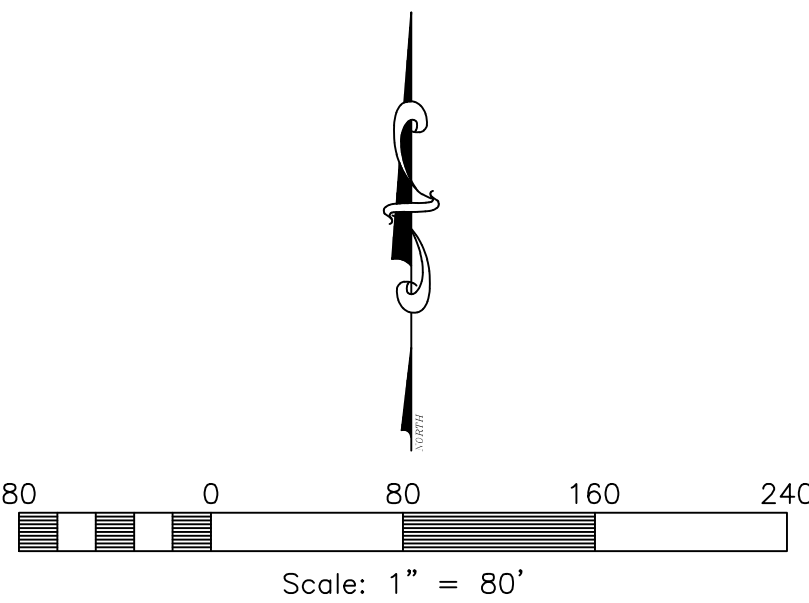
■■■■■ = LOCATION OF PROPOSED 10' PATHWAY

BOUNDARY DESCRIPTOIN

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°12'02" EAST 1326.07 FEET; THENCE SOUTH 00°42'18" WEST 1317.81 FEET; THENCE NORTH 89°10'04" WEST 1323.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 00°36'26" EAST 1317.06 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 1,745,530 SQUARE FEET OR 40.072 ACRES.



Brook View Subdivision

Weber County, Utah

Developer:

Dave Laloli
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LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

Brook View Subdivision
PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, S.L.B. & M., U.S. SURVEY
WEBER COUNTY, UTAH

Zoning Exhibit

Project Info.
Engineer: N. Reeve
Planner: C. Cave
Designer: E. Roche
Date: 8-15-24
Name:
Number: 8065-04

Sheet
1
1
Sheets

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

David Laloli

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DEVELOPMENT AGREEMENT

Brook View

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

RECITALS

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

WHEREAS, The Developer's objective is to develop a residential subdivision 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, The Project is currently zoned A-1 and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

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

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

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. **Effective Date.** The Effective Date of this Agreement is the latter of:

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

1.1.2. The recordation of this Agreement; or

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

1.2. **Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s) with such approval not to be unreasonably withheld.

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

1.3.1. The term of this Agreement expires and is not extended as provided above;

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

1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 11 of this Agreement.

2. Definitions and Interpretation.

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

2.1. Agreement. "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.

2.2. Code. "Code" means the Weber County Code.

2.3. County. "County" means Weber County, Utah.

2.4. County Laws. "County Laws" means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.

2.5. Developer. "Developer" means David Laloli or its Assignees as provided in Section 11 of this Agreement.

2.6. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.

2.7. Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material

or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

2.8. Parties. "Parties" means the Developer and the County.

2.9. Project. "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.

2.10. Project Site. "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Attachment B: Project Area Graphic Depiction.

2.11. Routine and Uncontested. "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.

2.12. Substantial Completion. "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.

2.13. Transferee. A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Conflicting Provisions

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

4. Project Description.

A residential subdivision within the R1-15 zone that complies with the requirements of Code Section 106-2-1.020 "Connectivity-Incentivized Subdivision," and which provides a contribution to the Taylor West Weber Parks District.

5. Restriction on Right to Protest Annexation

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

6. Project Location and Illustration.

The Project is located on property as described in Attachment A, and illustrated in Attachment B.

7. Vested Rights and Reserved Legislative Powers.

- 7.1. Vested Rights.** Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone, development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 7.2. Exceptions to Vesting.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of the Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
- 7.2.1.** Future laws that Developer agrees in writing to the application thereof to the Project;
 - 7.2.2.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulation affecting the Project;
 - 7.2.3.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
 - 7.2.4.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
 - 7.2.5.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
 - 7.2.6.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 7.3. Reserved Legislative Powers.** Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced herein under

the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the unincorporated areas of the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Development Standards.

- 8.1. Project Density.** In exchange for the benefits offered by the developer in this Agreement, County agrees to allow no more than 116 total dwelling units within the original 40-acre boundaries of the Brook View Subdivision.
- 8.2. Connectivity Incentivized.** Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in **Attachment C** satisfactorily complies with that code section.
- 8.3. Street Right-of-way dedication**
 - 8.3.1. 1400 South Street (Minor Collector).** Developer agrees to provide the appropriate road dedication for at least an 80-foot wide public street right-of-way named 1400 South Street, spanning from the westernmost edge of the Project to the east edge.
 - 8.3.2. Through-Streets (Major Residential).** Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that:
 - 8.3.2.1.** Provide a continuous route through the development;
 - 8.3.2.2.** That contains a 10-foot paved pathway.
 - 8.3.3. Limited-Streets (Minor Residential).** Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector streets.
- 8.4. Street Improvements.** Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment C**.
 - 8.4.1. 1600 South Street Improvements.** The Developer agrees to install the following for 1600 South Street.
 - 8.4.1.1.** Developer shall install a two-lane street within the street right-of-way, with a 10' wide asphalt or concrete multi-use pathway on the north side of the street.
 - 8.4.2. Driveway Accesses along 1400 South.** Developer agrees that no lot will be platted to provide driveway access to 1400 South Street. County agrees to allow these lots to front these streets if they are provided access by means

other than these streets.

8.4.3. Street Fencing along Rear-Facing or Side-Facing Lots. Developer agrees to fence 1400 South Street within the Project Site where the rear or side of a lot abuts or is otherwise adjacent to and visible from these streets. Fencing of these streets shall be designed to provide visual breaks in the horizontal fence plain at least every 20 feet, such as a column or similar, and the fence shall have a base and a cap distinctly different from the body. Examples of such a fence is provided in Attachment F. Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials. Vinyl fencing along these streets is prohibited.

8.4.4. Street Landscaping.

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

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

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

8.4.4.1.3. Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles.

8.4.4.1.4. Developer agrees to provide each street tree with an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent.

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

8.4.4.1.6. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the adjoining owner is responsible for the tree's health.

8.4.4.2. Park Strip Landscaping. Except around the base of a tree (root area), Developer shall place six-inch rock, 8-inches deep, in each park strip, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Additional plantings may be placed along other streets by the Developer or homeowners, to be

operated and maintained either by the adjoining owner or a homeowners association.

8.4.4.3. Construction Drawings to Include Landscaping. Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.4.4.4. Public Landscaping Completion Collateral. Developer agrees to provide a financial guarantee for all required landscaping improvements within the project's public rights-of-way in accordance with Title 106, Chapter 4 of the Code. Developer further agrees that required landscaping shall be installed before a certificate of occupancy is given for any building on the lot fronting those improvements. County agrees that Developer's financial guarantee for required landscaping improvements is not required until either the project enters conditional acceptance or the County starts issuing building permits in the Project, whichever occurs first. However, at all times during the term of this agreement, the amount of the financial guarantee held by the County for all project improvements must equal at least 110 percent of the then-current cost to complete and warrant the installation of all required landscaping improvements that have not yet been completed.

8.5. Non-Public Landscaping

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

8.5.1.1. Smart Controller. A smart watering controller shall be installed and prewired for at least six irrigation zones. A smart water controller, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller, is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions.

8.5.1.2. Certificate of Occupancy Requirement. This requirement shall be satisfied prior to any dwelling unit receiving a certificate of occupancy.

8.6. Public Utilities

8.6.1. Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the property and within any right-of-way adjacent to the property. High voltage power transmission lines are exempt from this requirement.

8.7. Parks, Open Space, and Trails

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

8.7.1. Parks and Open Space:

8.7.1.1. Parks Financial Donation. Developer agrees to donate \$7,500 per residential lot to the Western Weber Park District. Developer agrees that this is a donation offered of the Developer's own free will and not a fee or exaction imposed by the County or Park District. The per-lot donation shall be remitted to the Park District prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved until the County receives written confirmation of this donation from the Park District.

8.7.1.1.1. Non-Street Adjacent Pathway Landscaping. For pathways that are not adjacent to a street, Developer shall place three-to-four-inch rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to Attachment E for a depiction of these pathways.

8.7.1.1.2. Construction Drawings to Include Landscaping. Each subdivision's improvement plans shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.7.1.1.3. Pathway Street Crossings. Wherever a pathway intersects with a street, Developer agrees to install crosswalk signage and zebra-style crosswalk paint on the street, and to repaint after the street is sealed. Developer agrees to install or cause to be installed a battery powered and solar charged user-activated rapid flashing beacon as well as crosswalk signage in advance of the crosswalk if located on a collector or arterial street or on a street planned to be a collector or arterial street.

8.8. Environmental and Air Quality Standards.

8.8.1. Energy Efficiency. Developer agrees that all buildings include house wrap and the attic has added insulation to at least an R-60 insulation value. The following are also required:

8.8.1.1. Smart Thermostat. Prior to certificate of occupancy being issued, a smart thermostat shall be installed. A smart thermostat is an automatic thermostat that can connect to the

internet to automatically adjust temperature based on local weather and environmental conditions

- 8.9. Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code.

9. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). 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. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 9.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 9.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
- 9.2.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 9.2.3. De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

10. General Provisions.

- 10.1. Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.
- 10.1.1. Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.

- 10.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 10.3. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 10.4. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 10.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 10.6. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 10.7. Force Majeure Event.** County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The County shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.
- 10.8. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 10.9. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Developer or the County

- 10.10. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 10.11. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 10.12. No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

11. Notices.

- 11.1. 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.
- 11.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.
- 11.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

If to the County:

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

With copies to:

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

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

If to Developer:

CW Investments
David Laloli

12. Default and Remedies.

11.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

11.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.

11.3. Dispute Resolution Process.

11.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

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

13. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically

intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

14. Covenants Running with the Land

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

15. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

“County”

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

By: _____

Jim Harvey
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

“Developer”

CW Investments, LLC

By: _____

Print Name: _____

Title: _____

DATE: _____

Developer Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

“Owner”

CW Investments, LLC

By: _____

Print Name: _____

Title: _____

DATE: _____

Owner Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

BOUNDARY DESCRIPTOIN

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH $89^{\circ}12'02''$ EAST 1326.07 FEET; THENCE SOUTH $00^{\circ}42'18''$ WEST 1317.81 FEET; THENCE NORTH $89^{\circ}10'04''$ WEST 1323.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH $00^{\circ}36'26''$ EAST 1317.06 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

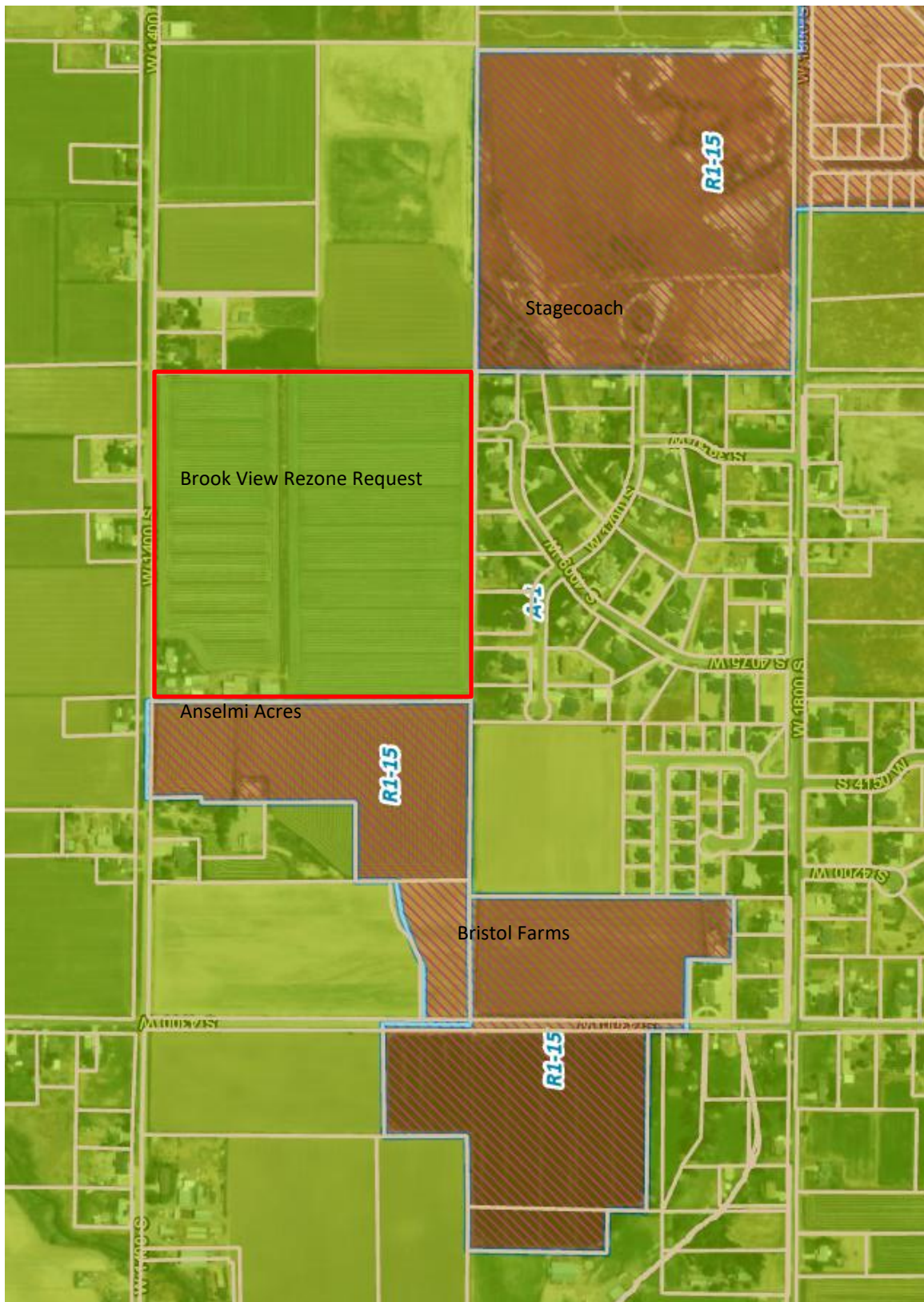
CONTAINING 1,745,530 SQUARE FEET OR 40.072 ACRES.

Attachment B – Project Area Graphic Depiction

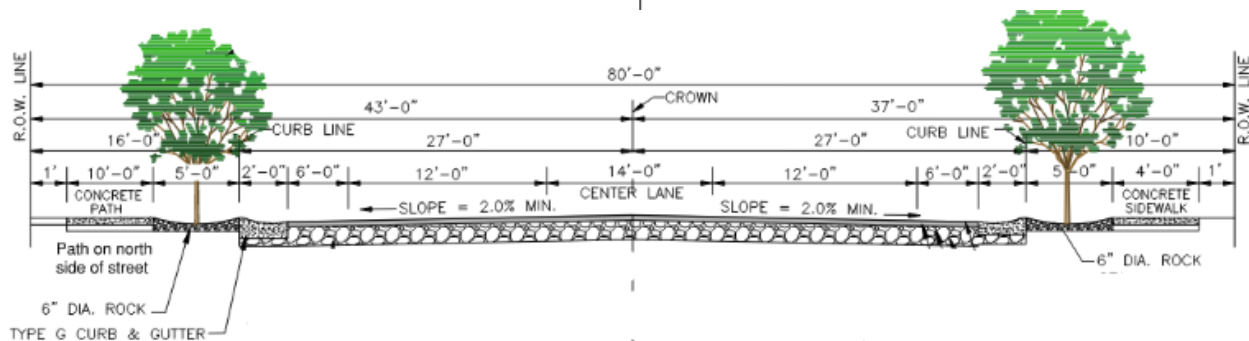
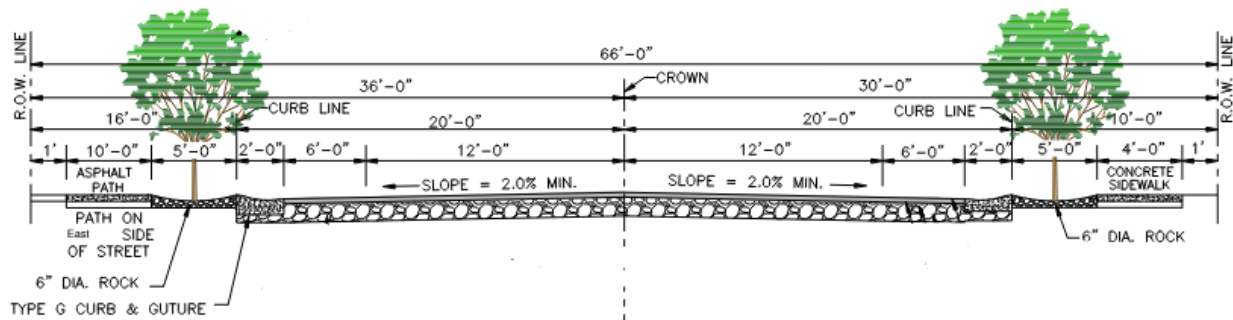
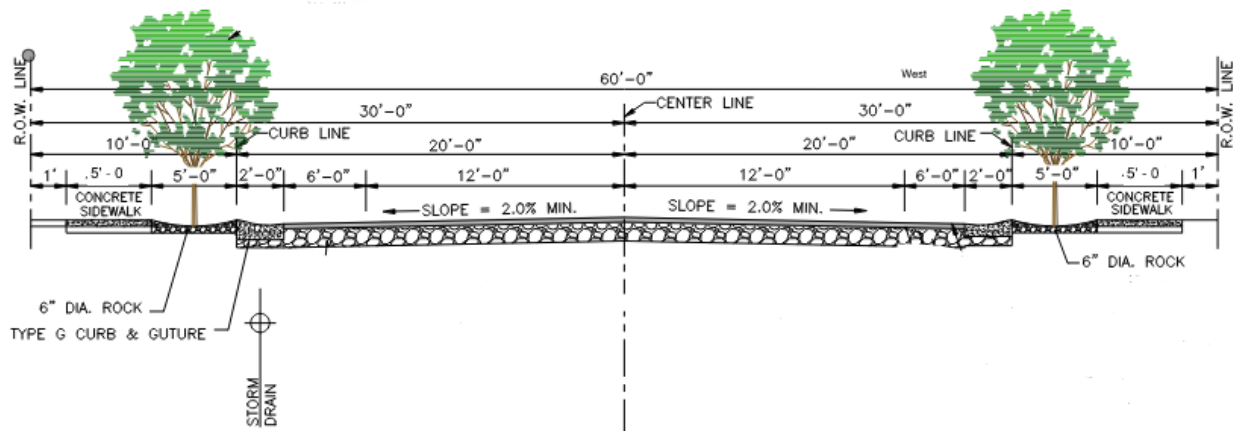


[illegible]

Attachment D – Associated Rezone Area



Attachment E – Street, Pathway Cross Sections





Attachment F – Fencing Examples

