



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** An application to amend the Western Weber General Plan to redesignate about 46 acres of land in the Taylor Landing Subdivision, located at approximately 3900 West 1800 South, from Parks and Recreation to Medium-Large Lot Residential; and to rezone approximately 73 acres in the Taylor Landing Subdivision from the A-1 (agricultural) zone to the R1-15 (single-family residential) zone, and to rezone approximately 32 acres of land in the Taylor Landing Subdivision from the A-1 (agricultural) zone to the O-1 (open space) zone; and to approve a development agreement for approximately 24 acres of the land zoned R1-15 for the Taylor Landing Subdivision Phase 6.

**Agenda Date:** February 25, 2025

**Applicant:** Heritage Land Holdings LLC. Agent: Aaron Robertson and Selvoy Fillerup

**File Number:** ZMA2024-03

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/19812>

### Property Information

**Approximate Address:** 3900 West 1800 South, Unincorporated Western Weber (Taylor)

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

**Applicant Proposed Zone(s):** R1-15 Zone

**Staff Proposed Zones(s):** R1-15 and O-1 Zones

### Adjacent Land Use

<b>North:</b>	Residential	<b>South:</b>	Residential
<b>East:</b>	Residential	<b>West:</b>	Residential

### Staff Information

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

**Report Reviewer:** RG

## 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 has requested to rezone 45.9 acres of land within the Taylor Landing Cluster Subdivision from A-1 to R1-15 to develop a 72 lot Phase 6, which would replace the originally planned open space for phases four and five. In exchange, the applicant proposes donating 31.81 acres of open space from phases one through three to the West Weber Park District for a regional park. This donation also includes water rights historically applied to the property. The development area for phases four and five will remain unchanged, except to add better pathway and sidewalk connectivity.

To enable the rezone, the applicant is also requesting an amendment to the Western Weber General Plan's Future Land Use Map to redesignate the Phase 6 area from the Parks and Recreation designation to the Medium-Large Lot Residential.

Staff recommends a rezone configuration that includes rezoning the entire subdivision to the R1-15 zone, including Phases 1-3. This will help maintain compliance with the general plan's direction for medium-large lot residential

development. Additionally, the 31.81-acre proposed park area would be rezoned to Open Space (O-1). This adjustment aims to align the zoning map with actual development and intended uses while maintaining clarity.

The current zone of the subject property is A-1, designated for low-density agricultural and rural residential development. The R1-15 zone, proposed by the applicant, supports single-family lots at approximately 2.9 lots per gross acre, aligning with the Western Weber General Plan's residential goals. The county's incentives for street connectivity can also be applied, ensuring optimal placement of streets, pathways, and open spaces within the project.

This rezoning proposal follows past patterns, where compensation for the loss of open space has been required in similar projects in the area.

If positive action is desired for this request, attachments A-C should be approved.

## Policy Analysis

For a more complete policy analysis for this proposal, please see the details in the attached staff memo, dated August 8, 2024 and staff report to the planning commission for April 9, 2024's planning commission meeting.

Two caveats to staff's and the planning commission's recommendations below:

- Regarding the donation of water rights, that applicant cannot guarantee that the water rights tied to the property are enough to maintain all of the park's planned vegetation, but they are agreeing to donate what they can nonetheless. In the event this donation exceeds the park's needs, they are requesting to retain ownership of the excess. The parks district leadership are aware of this and continue to support the donation.
- The R1-15 zone's lot development standards have changed since the PC review of this proposal. The applicant is requesting the former R1-15 standards be applied.

Both of these topics are addressed in the proposed development agreement.

## Staff Recommendation to Planning Commission

After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this plan amendment and rezone will help advance the greater vision and goals of the plan. Staff is recommending approval of a rezone of the entire Taylor Landing development to the R1-15 (residential) zone, except for the 31.8 acres reserved for park area, which is recommended to be zoned O-1 (open space). If the planning commission is favorable to the rezone, it may desire to table a formal recommendation pending a proposed general plan amendment. If the planning commission does not consider the rezone favorable, the planning commission should deny the application.

Staff's favorable recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. The concept plan should be updated to reflect the street and pathway connections displayed in Exhibit C attached to the staff memo for this meeting [the planning commission memo dated August 8, 2024].
2. Parks and open space:
  - a. Donation or dedication of the proposed park acreage to the park district shall occur when the first plat is recorded for the property.
  - b. Water rights and water access/flow shall be provided to the Parks District sufficient to maintain the park's planned vegetation in a healthy manner.
3. Trails/pathways:
  - a. All trails, pathways, and sidewalk that will be dedicated to and maintained by the County or local park district shall be constructed of six-inch thick concrete. Trails, not sidewalks, may be asphalt if maintained by an HOA.
  - b. An east/west pathway connection through Phase 6 shall be provided from the park on the west through the development and to the western edge of the Winston Park Subdivision, and general displayed in Exhibit C of this memo [the planning commission memo dated August 8, 2024]. This provision may be waived if a pathway stub is not and will not be provided to the property from the Winston Park Subdivision.

- c. c. The 3900 West side pathway may deviate from the street right-of-way and run along the park's eastern border before joining back to the 3900 West street right-of-way. If it does not and it runs along 3900 West instead, at least three points of access of similar width shall be provided from it to the park property.
- d. d. Where a pathway crosses 3900 West, a curb bulbout shall be provided on both sides. A user activated flashing beacon shall be installed on both sides at each pathway crossing, and a crosswalk and appropriate crosswalk signage shall be installed for each crossing.
- e. e. South of the park, the 3900 West pathway shall be installed on the west side of the right-of-way.
- f. f. At the intersection of 3900 West and 2200 South, a crossing shall be provided for the 3900 West pathway, to connect it to the sidewalk on the south side of the intersection. A curb bulbout shall be provided on both sides of 2200 South. A user activated flashing beacon shall be installed at the pathway crossing for both sides, and a crosswalk and appropriate crosswalk signage shall be installed.
- g. g. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.

#### 4. Streets:

- a. a. The applicant's portion of 3900 West shall be installed to 2200 South as part of this development and development agreement. The applicant shall be responsible for the width of the entire 3900 West, except utilities or sidewalk east of the eastern curb and gutter shall not be required.
- b. b. Any lot that rear or sides on 1800 South Street should be screened with an attractive fence or wall that is visually consistent with other proposals in the area.
- c. c. 1800 South Street should be dedicated and designed as an 80-foot right-of-way.
- d. d. Streets should be stubbed to adjacent property as shown on the concept plan, and connected to any streets stubbed to the property, if any.
- e. e. The applicant should work with staff to create a street cross section for the streets in the project. The street cross sections should generally reflect those adopted in recent development agreements.
- f. f. All overhead power both within the project and within any street right-of-way or utility easement should be undergrounded.

#### 5. Lots:

- a. a. Lot widths may be allowed to be decreased to no less than 50 feet, rather than 60 feet.
- b. b. Air quality: Require gas appliances have a minimum 95 percent efficiency rating.

#### 6. Apply the Weber County Outdoor Lighting Code to all outdoor lighting in the project.

- 7. [This recommendation pertained to the potential use of transferable development rights, as initially requested by the applicant. It was not favored by the planning commission so it has been omitted here for brevity. If desired, it can be reviewed in the attached planning commission memo [the planning commission memo dated August 8, 2024].

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.

### Planning Commission Recommendation to County Commission

The planning commission has forwarded a positive recommendation for the proposal based on negotiation of a development agreement that implements each of staff's recommendations, as specified and slightly modified with the following motion:

Motion by Planning Commissioner Wichern:

I move we forward a positive recommendation to the County Commission for file ZMA2024-03, an application to rezone approximately 104.54 acres of land located at approximately 3900 West 1800 South from the A-1 zone to the R1-15 zone and approximately 31.81 acres of land to the O-1 zone, as illustrated in Exhibit C [of the planning commission memo dated August 8, 2024]. And [...] to amend the general plan from parks and rec to medium-large lot residential [as shown in Exhibit B of the planning commission memo dated August 8, 2024].

I do this with the following additions, edits, or corrections:

We will include all of the recommendations from today's memo [the planning commission memo dated August 8, 2024] excluding the TDR components. On #3 (trails and pathways) we will include all connections in phases 4-6 and all possible [connections] in phases 1-3. In phases 4-6, we are looking for one option to get connection from the gravel pathway near lot 101, not two options.

I do this with the findings from [staff's initial staff report for this item from April 9, 2024 PC meeting].

Motion seconded by Planning Commissioner McCormick.

When called for a vote, all commissioners present vote aye. Motion passed.

## Attachments

Attachment A: Proposed General Plan Map Resolution.

Attachment B: Proposed Rezone Ordinance.

Attachment C: Proposed Taylor Landing Phase 6 Development Agreement.

Attachment D: Planning Commission Staff Memo Dated August 8, 2024.

Attachment E: Planning Commission Staff Report for April 9, 2024.



# Attachment A: Proposed General Plan Map Resolution.

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

**A RESOLUTION AMENDING THE LAND USE MAP OF THE WESTERN WEBER  
AREA GENERAL PLAN RELATED TO PHASE 6 OF THE TAYLOR LANDING  
SUBDIVISION**

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

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

**WHEREAS**, on April 9, 2024, the Western Weber Planning Commission, after proper notice, held a public hearing to receive comment about the proposed general plan amendments; and

**WHEREAS**, on August 13, 2024, the Planning Commission voted to forward a positive recommendation to the County Commission for the amendment; and

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

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

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

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

This resolution shall become effective upon publication.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Sharon Bolos, Chair

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

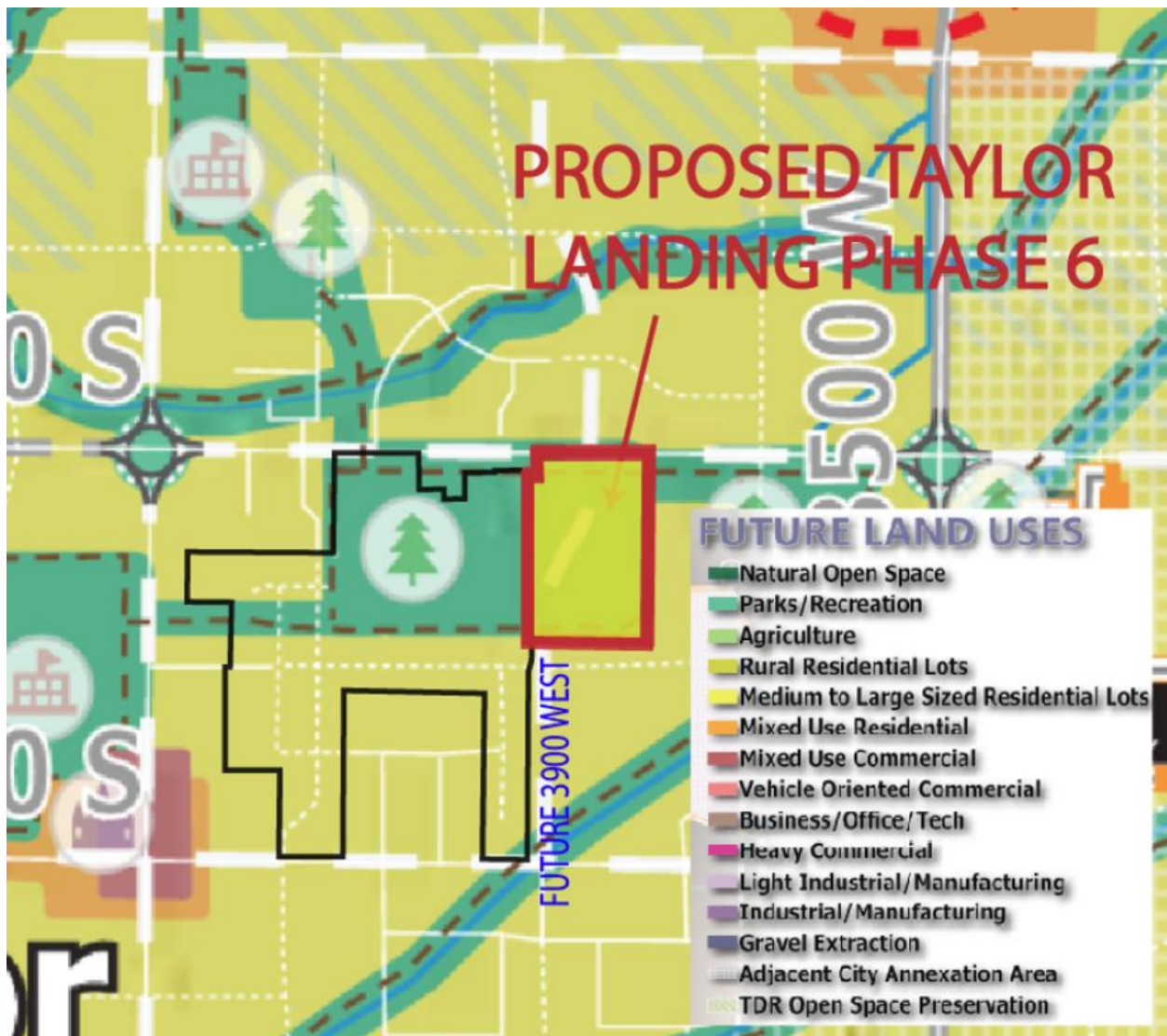
ATTEST:

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

**ATTACHMENTS:**

Attachment 1: Amended Future Land Use Map – Western Weber Planning Area General Plan  
Attachment 2: Summary of Resolution for Publishing

**(Next Pages)**



**SUMMARY OF WEBER COUNTY RESOLUTION NO. \_\_\_\_\_**

**SUMMARY OF A RESOLUTION AMENDING THE LAND USE MAP OF THE WESTERN  
WEBER AREA GENERAL PLAN RELATED TO PHASE 6 OF THE TAYLOR LANDING  
SUBDIVISION**

On \_\_\_\_\_, 2025, the Board of County Commissioners of Weber County adopted the above referenced resolution, which amends the Western Weber General Plan's Future Land Use Map to redesignate the area known as the Taylor Landing Subdivision Phase 6 from the Parks and Recreation designation to the Medium-Large Lot Residential designation.

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

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

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

The complete text of the resolution is available at the Weber County Clerk/Auditor's Office at 2380 Washington Blvd., Ogden, Utah.

# Attachment B: Proposed Rezone Ordinance.



**ORDINANCE NUMBER 2025-**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE  
APPROXIMATELY 73 ACRES OF THE TAYLOR LANDING SUBDIVISION FROM  
THE A-1 ZONE TO THE R1-15 ZONE, AND TO REZONE APPROXIMATELY 32  
ACRES IN THE SUBDIVISION TO THE O-1 ZONE**

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

**WHEREAS**, the Weber County Board of Commissioners has received an application to amend the zoning designation on property located at approximately 3900 West, 1800 South, in unincorporated Weber County; and

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

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

**WHEREAS**, The Western Weber Planning Commission held a duly noticed public hearing on April 9, 2024; and

**WHEREAS**, On August 13, 2024, the Western Weber Planning Commission forwarded a positive recommendation to the Weber County Board of Commissioners regarding this zone district amendment; and

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

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

**WHEREAS**, the recorded Taylor Landing Cluster Subdivision plat(s) dedicates to Weber County a perpetual right and easement over certain parcels in order to ensure those parcels remain open and undeveloped; and

**WHEREAS**, As part of this zone district amendment and the considerations provided by virtue of the associated development agreement, the Weber County Board of Commissioners desire to release the County's interest in the perpetual right and easement pertaining to property within the proposed Taylor Landing Subdivision Phase 6, the legal description of which is provided in the associated development agreement;

**NOW THEREFORE**, the Weber County Board of Commissioners ordains an

amendment to the Weber County Zoning Map to change the zoning designation, as more precisely described in the attached exhibits, from the A-1 zone to the R1-15 zone and O-1 zone. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B and Exhibit C. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties. The Weber County Board of Commissioners hereby release the County's interest in the perpetual open space right and easement within the legal description of Phase 6 of the Taylor Landing Subdivision, as provided in the associated development agreement.

This ordinance shall become effective fifteen (15) days after publication (Exhibit C) or on the day the development agreement for Taylor Landing Subdivision Phase 6 between Heritage Land Development, LLC and Weber County is recorded, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
Sharon Bolos, Chair

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

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

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

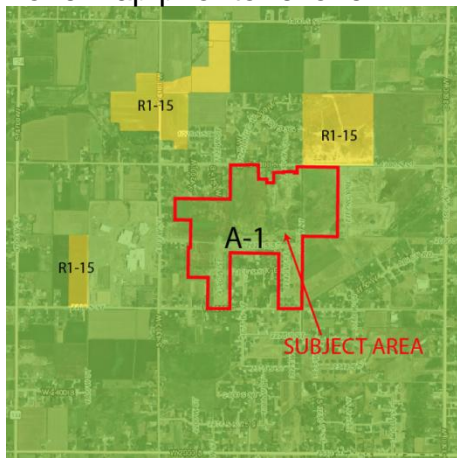
ATTEST:

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

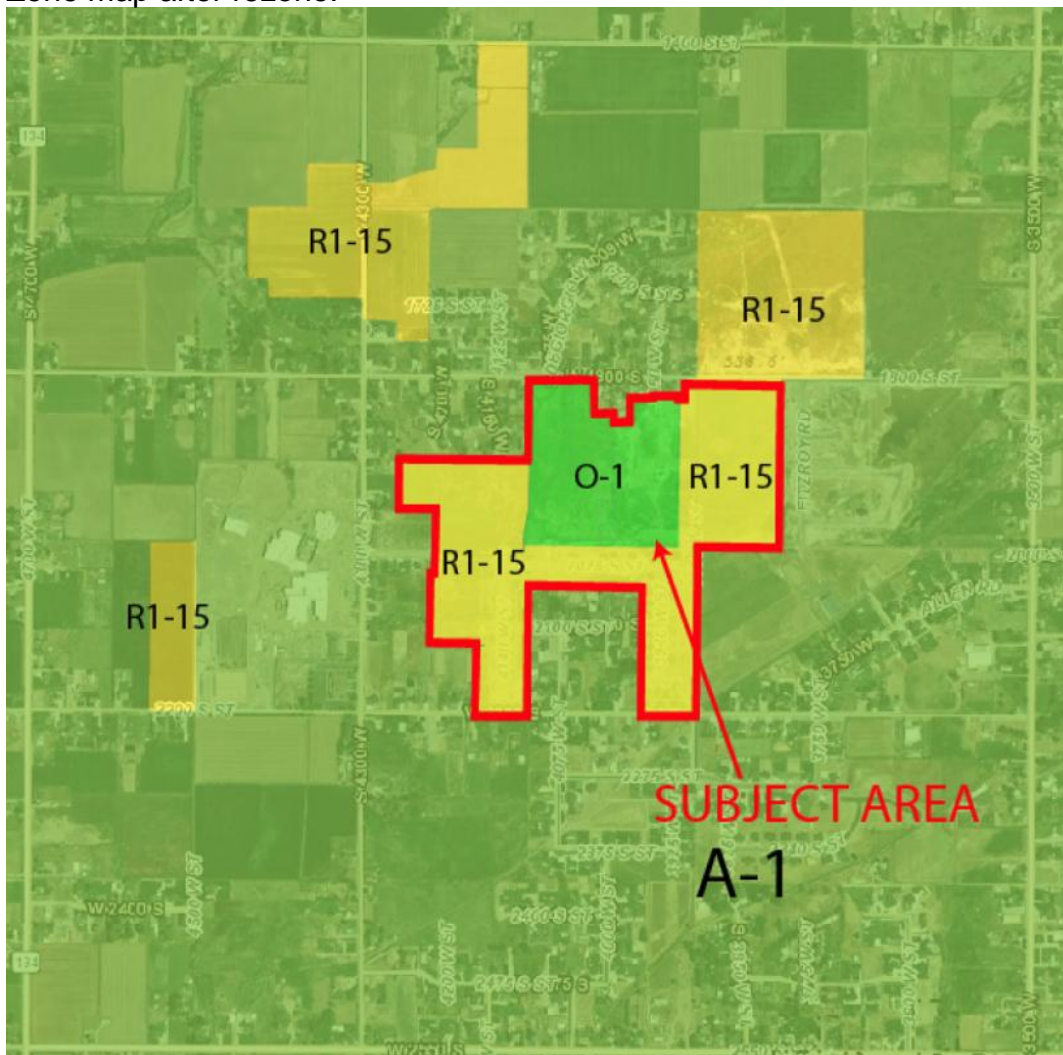
## Exhibit A

### Graphic Representation of the Property and the Rezone

Zone map prior to rezone:



Zone map after rezone:



## Exhibit B

### Written Description of Area Rezoned to the R1-15 Zone

#### **TAYLOR LANDING PHASE 1A:**

Part of the East Half of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet along the south line of the Northwest Quarter of said Section 28 to the POINT OF BEGINNING and running

thence N 00°46'08" E 1,001.00 feet along the east line of Boyd Russell Subdivision, 1st Amendment and it's projection thereof;

thence S 89°13'14" E 17.26 feet;

thence N 00°46'08" E 132.54 feet;

thence N 00°34'29" W 66.02 feet;

thence N 00°46'46" E 130.00 feet;

thence S 89°13'14" E 284.00 feet;

thence S 00°46'46" W 130.00 feet;

thence S 17°36'31" W 68.95 feet;

thence S 00°42'56" W 909.58 feet;

thence S 02°28'17" E 96.65 feet;

thence S 00°46'08" W 127.46 feet to the south line of the Northwest Quarter of said Section 28;

thence N 89°13'14" W 286.05 feet along said south line to the point of beginning, containing 8.52 acres, more or less. ✱

**AND**

#### **TAYLOR LANDING PHASE 1B:**

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN MONUMENTED WITH A BRASS CAP, THENCE SOUTH



89D13'14"EAST 2510.13 FEET ALONG THE SOUTH LINE OF THE NORTHWESTQUARTER OF SAID SECTION 28, TO THE POINT OF BEGINNING ANDRUNNING TENCE ALONG THE BOUNDARY OF TAYLOR LANDING PHASE 1A,RECORDED IN THE WEBER COUNTY RECORDERS OFFICE, UNDER E#3153734ON MAY 18, 2021, THE NEXT FIVE COURSES: 1) THENCE NORTH00D46'08" EAST 127.46 FEET (2) THENCE NORTH 02D28'17" WEST96.65 FEET, 3) THENCE NORTH 00D42'56" EAST 909.58 FEET, 4)THENCE NORTH 17D36'31" EAST 68.95 FEET 5) THENCE NORTH00D46'46" EAST 130.00 FEET, THENCE SOUTH 89D13'14" EAST 123.13FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION28, THENCE SOUTH 00D42'57" WEST 1329.54 FEET ALONG SAID EASTLINE TO THE CENTER QUARTER SECTION CORNER OF SAID LOT 28,THENCE NORTH 89D13'14" WEST 138.05 FEET ALONG THE SOUTH LINEOF THE NORTHWEST QUARTER OF SAID SECTION 28 AND THE POINT OFBEGINNING. TO BE KNOWN AS TAYLOR LANDING PHASE 1B.

**AND**

## **TAYLOR LANDING PHASE 2:**

Part of the East Half of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet along the south line of the Northwest Quarter of said Section 28; thence N00°46'08"E 1001.00 feet to the POINT OF BEGINNING and running

thence N 89°13'14" W 698.71 feet along the north line of Boyd Russell Subdivision, 1st Amendment and Hazy Acres Subdivision;  
 thence N 00°46'10" E 132.54 feet;  
 thence N 24°26'56" W 36.48 feet;  
 thence N 00°42'56" E 163.00 feet;  
 thence S 89°13'14" E 730.15 feet to the boundary line of Taylor Landing Phase 1A;  
 thence along said boundary the next four courses:  
 1) thence S 00°46'46" W 130.00 feet;  
 2) thence S 00°34'29" E 66.02 feet;  
 3) thence S 00°46'08" W 132.54 feet;  
 4) thence N 89°13'14" W 17.26 feet to the point of beginning, containing 5.46 acres, more or less.

**AND**

**TAYLOR LANDING PHASE 3:**

Part of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 913.30 feet along the south line of the Northwest Quarter of said Section 28 to the POINT OF BEGINNING and running

thence N 00°48'39" E 539.29 feet along the boundary of Sunset Equestrian Cluster Subdivision, Phase 1;

thence S 88°48'29" E 75.08 feet;

thence N 00°46'08" E 101.92 feet;

thence N 29°04'01" W 76.38 feet;

thence N 00°46'08" E 479.80 feet;

thence N 49°22'51" W 15.63 feet;

thence N 00°46'08" E 75.00 feet;

thence S 89°09'17" E 147.00 feet;

thence N 00°46'08" E 17.97 feet;

thence S 89°13'14" E 197.94 feet;

thence N 00°42'56" E 40.00 feet;

thence S 89°13'14" E 226.00 feet to the Northwest Corner of Lot 38, Taylor Landing, Phase 2;

thence along the boundary of Taylor Landing, Phase 2 the next three courses:

1) thence S 00°42'56" W 163.00 feet;

2) thence S 24°26'56" E 36.48 feet;

3) thence S 00°46'10" W 132.54 feet;

thence along the boundary of Hazy Acres Subdivision the next two courses:

1) thence N 89°13'14" W 201.28 feet;

2) thence S 00°46'08" W 1,001.00 feet to the south line of the Northwest Quarter of said Section 28;

thence N 89°13'14" W 410.78 feet along said south line to the point of beginning, containing 12.85 acres, more or less.



**AND**

**TAYLOR LANDING PHASE 4:**

Part of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 913.30 feet along the south line of the Northwest Quarter of said Section 28; thence N 00°48'39" E 539.29 feet to the POINT OF BEGINNING and running thence along the boundary of Sunset Equestrian Cluster Subdivision, Phase 1 the next six courses:

- 1) thence N 89°15'58" W 374.19 feet;
  - 2) thence N 00°49'20" E 549.64 feet;
  - 3) thence S 89°10'40" E 35.00 feet;
  - 4) thence N 00°49'20" E 120.00 feet;
  - 5) thence N 02°19'25" E 66.02 feet;
  - 6) thence N 00°49'20" E 325.87 feet;
- thence N 00°51'36" E 113.67 feet;
- thence S 89°10'40" E 145.37 feet;
- thence N 83°58'36" E 66.47 feet;
- thence S 89°09'17" E 150.00 feet;
- thence S 00°46'08" W 450.00 feet to the Northwest Corner of Lot 80, Taylor Landing, Phase 3;
- thence along the boundary of Taylor Landing, Phase 3 the next six courses:
- 1) thence S 00°46'08" W 75.00 feet;
  - 2) thence S 49°22'51" E 15.63 feet;
  - 3) thence S 00°46'08" W 479.80 feet;
  - 4) thence S 29°04'01" E 76.38 feet;
  - 5) thence S 00°46'08" W 101.92 feet;
  - 6) thence N 88°48'29" W 75.08 feet to the point of beginning, containing 10.563 acres, more or less.

**AND**

## TAYLOR LANDING PHASE 5:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE EAST 27 FEET, THENCE SOUTH 408 FEET, THENCE EAST 244 FEET, THENCE NORTH 408 FEET, THENCE EAST 1049 FEET, THENCE SOUTH 1980 FEET, THENCE WEST 1320 FEET THENCE NORTH 1980 FEET TO THE PLACE OF BEGINNING, BEING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION. LESS & EXCEPTING: PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; AND RUNNING THENCE NORTH 00D49'18" EAST ALONG THE LINE BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 4300 WEST STREET), 1994.38 FEET; THENCE SOUTH 89D09'17" EAST 27.00 FEET TO A POINT ON THE WEST LINE OF OLIVIA SUBDIVISION; THENCE ALONG THE BOUNDARY OF OLIVIA SUBDIVISION THE FOLLOWING THREE (3) COURSES; (1) SOUTH 00D49'10" WEST 407.99 FEET; (2) SOUTH 89D10'50" EAST 244.00 FEET; (3) NORTH 00D49'10" EAST 14.50 FEET; THENCE SOUTH 89D10'50" EAST 304.73 FEET; THENCE SOUTH 00D49'20" WEST 325.87 FEET; THENCE SOUTH 02D19'25" WEST 66.02 FEET; THENCE SOUTH 00D49'20" WEST 120.00 FEET; THENCE NORTH 89D10'40" WEST 35.00 FEET; THENCE SOUTH 00D49'20" WEST 549.64 FEET; THENCE SOUTH 89D15'58" EAST 374.19 FEET; THENCE SOUTH 00D48'39" WEST 539.28 FEET TO A POINT ON THE LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 2200 SOUTH STREET); THENCE NORTH 89D13'14" WEST ALONG SAID LINE 913.30 FEET TO SAID WEST QUARTER CORNER, SAID POINT OF BEGINNING. LESS AND EXCEPTING TAYLOR LANDING PH 1A PG 750. LESS AND EXCEPTING: PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MONUMENTED WITH A BRASS CAP; THENCE SOUTH 89D13'14" EAST 913.30 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 00D48'39" EAST 539.29 FEET ALONG THE BOUNDARY OF SUNSET EQUESTRIAN CLUSTER SUBDIVISION, PHASE 1; THENCE SOUTH 88D48'29" EAST 75.08 FEET; THENCE NORTH 00D46'08" EAST 101.92 FEET; THENCE NORTH 29D04'01" WEST 76.38 FEET; THENCE NORTH 00D46'08" EAST 479.80 FEET; THENCE NORTH 49D22'51" WEST 15.63 FEET; THENCE NORTH 00D46'08" EAST 75.00 FEET; THENCE SOUTH 89D09'17" EAST 147.00 FEET; THENCE NORTH 00D46'08" EAST 17.97 FEET; THENCE SOUTH 89D13'14" EAST 197.94 FEET; THENCE NORTH 00D42'56" EAST 40.00 FEET; THENCE SOUTH 89D13'14" EAST 226.00 FEET TO THE NORTHWEST CORNER OF LOT 38, TAYLOR LANDING, PHASE 2; THENCE ALONG THE BOUNDARY OF TAYLOR LANDING, PHASE 2 THE NEXT THREE COURSES: (1) THENCE SOUTH 00D42'56" WEST 163.00 FEET; (2) THENCE SOUTH 24D26'56" EAST 36.48 FEET; (3) THENCE SOUTH 00D46'10" WEST 132.54 FEET; THENCE ALONG THE BOUNDARY OF HAZY ACRES SUBDIVISION THE NEXT TWO COURSES: (1) THENCE NORTH 89D13'14" WEST 201.28 FEET; THENCE SOUTH 00D46'08" WEST 1001.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 89D13'14" WEST 410.78 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE FOLLOWING: THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, MONUMENTED WITH A BRASS CAP, THENCE SOUTH 89D13'14"

EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28, THENCE NORTH 00D42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE NORTH 00D42'57" EAST 1.96 FEET, THENCE NORTH 89D13'14" WEST 164.84 FEET, THENCE NORTH 00D42'57" EAST 1175.87 FEET, THENCE SOUTH 89D07'58" EAST 90.11 FEET, THENCE NORTH 00D52'02" EAST 150.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 89D07'58" EAST 74.33 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89D15'08" EAST 333.86 FEET ALONG THE NORTH LINE TO THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 00D37'17" EAST 1328.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE NORTH 89D14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

**AND**

#### **TAYLOR LANDING PHASE 6:**

THE WEST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, CONTAINING 29 ACRES. LESS AND EXCEPTING: PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, MONUMENTED WITH A BRASS CAP, THENCE SOUTH 89D13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28, THENCE NORTH 00D42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE NORTH 00D42'57" EAST 1.96 FEET, THENCE NORTH 89D13'14" WEST 164.84 FEET, THENCE NORTH 00D42'57" EAST 1175.87 FEET, THENCE SOUTH 89D07'58" EAST 90.11 FEET, THENCE NORTH 00D52'02" EAST 150.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 89D07'58" EAST 74.33 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89D15'08" EAST 333.86 FEET ALONG THE NORTH LINE TO THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 00D37'17" EAST 1328.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE NORTH 89D14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

**AND**

Part of the North Half of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2648.17 feet along the south line of the Northwest Quarter of said Section 28 to the Center Quarter Corner of Section 28; thence N00°42'57"E 1327.58 feet along the west line of the Northeast Quarter of said Section 28 to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 28 and the POINT OF BEGINNING and running

thence N 00°42'57" E 1.96 feet;

thence N 89°13'14" W 164.84 feet;

thence N 00°42'57" E 1,175.87 feet;

thence S 89°07'58" E 90.11 feet;

thence N 00°52'02" E 150.00 feet to the north line of the Northwest Quarter of said Section 28;

thence S 89°07'58" E 74.33 feet along said north line to the North Quarter Corner of said Section 28 monumented with a Brass Cap;

thence S 89°15'08" E 333.86 feet along the north line of the Northeast Quarter of said Section 28;

thence S 00°37'17" E 1,328.06 feet to the south line of the Northwest Quarter of the of the Northeast Quarter of said Section 28;

thence N 89°14'11" W 364.85 feet along said south line to the point of beginning, containing 15.353 acres, more or less.

## **AND**

Including any area within an adjacent street right-of-way to the centerline of the street right-of-way.

## Exhibit C

### Written Description of Area Rezoned to the O-1 Zone

Part of the East Half of the Northwest Quarter of Section 28,  
Township 6 North, Range 2 West of the Salt Lake Base and  
Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6  
North, Range 2 West of the Salt Lake Base and Meridian  
monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet  
along the south line of the Northwest Quarter of said Section 28;  
thence N00°46'08"E 1001.00 feet; thence S 89°13'14" E 17.26 feet;  
thence N 00°46'08" E 132.54 feet; thence N 00°34'29" W 66.02  
feet; thence N 00°46'46" E 130.00 feet; N89°13'14"W 362.04 feet  
to the POINT OF BEGINNING and running  
thence N 89°13'14" W 594.10 feet;  
thence N 00°48'18" E 100.00 feet;  
thence N 11°33'40" E 213.77 feet;  
thence N 00°49'48" E 353.36 feet to the Southeast Corner of  
Belmont Park Estates Subdivision, Phase 3;  
thence N 00°46'11" E 664.28 feet to the north line of the  
Northwest Quarter of said Section 28;  
thence S 89°07'58" E 314.43 feet along said north line;  
thence S 00°52'02" W 768.77 feet;  
thence S 89°32'33" E 236.27 feet;  
thence S 00°20'03" W 559.74 feet to the point of beginning,  
containing 12.81 acres, more or less.

**AND**



Part of the East Half of the Northwest Quarter of Section 28,  
Township 6 North, Range 2 West of the Salt Lake Base and  
Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6  
North, Range 2 West of the Salt Lake Base and Meridian  
monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet  
along the south line of the Northwest Quarter of said Section 28;  
thence N00°46'08"E 1001.00 feet; thence S 89°13'14" E 17.26 feet;  
thence N 00°46'08" E 132.54 feet; thence N 00°34'29" W 66.02  
feet; thence N 00°46'46" E 130.00 feet; N89°13'14"W 271.71 feet  
to the POINT OF BEGINNING and running

thence N 89°13'14" W 90.33 feet;  
thence N 00°20'03" E 559.74 feet;  
thence N 89°32'33" W 236.27 feet;  
thence N 00°52'02" E 768.77 feet to the north line of the  
Northwest Quarter of said Section 28;  
thence S 89°07'58" E 187.81 feet along said north line;  
thence S 00°52'02" W 290.33 feet;  
thence S 89°07'58" E 144.00 feet;  
thence S 00°52'02" W 1,036.32 feet to the point of beginning,  
containing 6.08 acres, more or less.

**AND**



Part of the East Half of the Northwest Quarter of Section 28,  
Township 6 North, Range 2 West of the Salt Lake Base and  
Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6  
North, Range 2 West of the Salt Lake Base and Meridian  
monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet  
along the south line of the Northwest Quarter of said Section 28;  
thence N00°46'08"E 1001.00 feet; thence S 89°13'14" E 17.26 feet;  
thence N 00°46'08" E 132.54 feet; thence N 00°34'29" W 66.02  
feet; thence N 00°46'46" E 130.00 feet to the POINT OF BEGINNING  
and running

thence N 89°13'14" W 271.71 feet along the north line of Taylor  
Landing, Phase 2;

thence N 00°52'02" E 1,036.32 feet;

thence S 89°07'58" E 6.00 feet;

thence S 00°52'02" W 58.15 feet;

thence S 89°07'58" E 125.00 feet;

thence N 00°52'02" E 178.48 feet;

thence S 89°07'58" E 180.00 feet;

thence N 00°52'02" E 20.00 feet;

thence S 89°07'58" E 199.89 feet;

thence S 00°42'57" W 1,175.87 feet to the north line of Taylor  
Landing, Phase 1;

thence N 89°13'14" W 242.29 feet along said north line to the  
point of beginning, containing 13.16 acres, more or less.

**AND**

Including any area within an adjacent street right-of-way to the centerline of the street  
right-of-way.

**Exhibit C**

**Ordinance Summary for Publication**

**SUMMARY OF WEBER COUNTY ORDINANCE NO. 2025-**

**SUMMARY OF AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP  
TO REZONE APPROXIMATELY 73 ACRES OF THE TAYLOR LANDING  
SUBDIVISION FROM THE A-1 ZONE TO THE R1-15 ZONE, AND TO REZONE  
APPROXIMATELY 32 ACRES IN THE SUBDIVISION TO THE O-1 ZONE**

On \_\_\_\_\_, 2025, the Board of County Commissioners of Weber County adopted the above referenced ordinance, which rezones approximately 73 acres of land known as the Taylor Landing Subdivision from the A-1 zone to the R1-15 zone, and approximately 32 acres of land from the A-1 zone to the O-1 zone.

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

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

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

The complete text of the ordinance is available at the Weber County Clerk/Auditor's Office at 2380 Washington Blvd., Ogden, Utah.

# Attachment C: Proposed Taylor Landing Phase 6 Development Agreement

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**Heritage Land Development, LLC**

102256165.2 0059646-00001

## Table of Contents

RECITALS .....	3
AGREEMENT .....	4
1. Effective Date, Expiration, Termination. ....	4
2. Definitions and Interpretation. ....	4
4. Project Description. ....	6
5. Restriction on Right to Protest Annexation. ....	6
6. Project Location and Illustration. ....	6
7. Vested Rights and Reserved Legislative Powers. ....	6
8. Development Standards and Requirements. ....	7
9. Amendments and Revisions. ....	13
10. General Provisions. ....	14
11. Notices. ....	16
12. Default and Remedies. ....	17
13. Entire Agreement. ....	17
14. Covenants Running with the Land .....	17
15. Counterparts. ....	18
SIGNATURES.....	19
Exhibit A – Project Area Legal Description .....	21
Exhibit B – Project Area Graphic Representation.....	23
Exhibit C – Taylor Landing Phase 6 Concept Plan.....	24
Exhibit D – Connectivity Requirements .....	25
Exhibit E – Associated Rezone Area.....	26
Exhibit F – Street Cross Sections .....	27
Exhibit G – Land Use Code Chapter 104-12 “Residential Zones R1, R2, and R3, and Section 106-2-4.030 “Connectivity-Incentivized Subdivision,” .....	30

102256165.2 0059646-00001

**DEVELOPMENT AGREEMENT**  
**Taylor Landing Subdivision Phase 6**

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

**RECITALS**

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

**WHEREAS**, The Developer's objective is to develop a residential subdivision that supports the directives of the general plan, compliments character of the community, and is financially successful; and

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

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

**WHEREAS**, The Project is currently zoned A-1 (Agricultural) and Developer desires to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein; and

**WHEREAS**, The Board of County Commissioners desire to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein, as well as rezoning the open space adjacent to the Project, which Developer owns and has offered for donation to the Taylor West Weber Park District, to the O-1 zone as generally depicted in **Exhibit E**: Associated Rezone Area; and

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Exhibit A**: Project Area Legal Description and illustrated in **Exhibit B**: Project Area Graphic Representation. A concept plan showing the general location and layout of the Project is contained in **Exhibit C**: Taylor Landing Phase 6 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 the Parties hereto;
  - 1.1.2. The recordation of this Agreement; or
  - 1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.
- 1.2. **Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s).
- 1.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
  - 1.3.1. The term of this Agreement expires and is not extended as provided above;
  - 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
  - 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 12** of this Agreement.

### **2. Definitions and Interpretation.**

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

- 2.1. **Agreement.** "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. **Code.** "Code" means the Weber County Code.
- 2.3. **County.** "County" means Weber County, Utah.

- 2.4. **County Laws.** "County Laws" means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.
- 2.5. **Developer.** "Developer" means Heritage Land Development, L.L.C. or its Assignees as provided in **Section 10.1** or **10.2** of this Agreement.
- 2.6. **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** 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. **Park District.** "Park District" means the Taylor West Weber Parks District.
- 2.9. **Parties.** "Parties" means the Developer and the County.
- 2.10. **Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.
- 2.11. **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in **Exhibit A:** Project Area Legal Description and **Exhibit B:** Project Area Graphic Representation.
- 2.12. **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.
- 2.13. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.
- 2.14. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

### 3. **Conflicting Provisions**

Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Exhibits. In the event of a conflict between the County's laws and this Agreement, the more specific provisions of this Agreement and its Exhibits shall control. In the event of a conflict between the Exhibits 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 106-2-4.030 “Connectivity-Incentivized Subdivision,”** as illustrated in **Exhibit C** and **Exhibit D.**

**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 **Exhibit A**, and illustrated in **Exhibit B.** The Parties acknowledge that this Agreement pertains to the development of Phase 6 of Taylor Landing, as further described herein. However, in exchange for the right to develop Phase 6, Developer agrees to provide certain improvements or betterments within Phases 1-5 as specified in this agreement. Developer agrees that prior to any building permits being issued in Phase 6, all provisions of this agreement pertaining to Phases 1-5 shall first be completed.

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

**7.1. Vested Rights.** Developer shall have the vested right to develop and construct the Taylor Landing Phase 6 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;

- ## 8. Development Standards and Requirements.

- 7

the street and pathway connections illustrated in **Exhibit D** are provided. County also agrees that Phases 4 and 5 may be replatted in whole or in part in a manner that allows Developer to benefit from the same flexible lot standards, provided, however, the replatting shall also provide for the street and pathway connectivity as specified in this Agreement.

- 8.3. **Lot Development Standards.** All lots within Phases 4-6 shall comply with the minimum lot standards of the R1-15 zone as provided in **Exhibit G**, as the standards existed prior to the adoption of Ordinance 2024-21, adopted November 5, 2024, and street connectivity incentivized subdivision standards. The county further agrees that the minimum lot width may be reduced from 60 feet to 50 feet.
- 8.4. **Phases 1-5 Connectivity Retrofit.** Developer agrees to retrofit the previously approved Taylor Landing Phases 1-5 with the following street and pathway connections as generally depicted in **Exhibit D**:
  - 8.4.1. Rather than ending in a culdesac, the western end of 1920 South Street shall stub to the property to the south.
  - 8.4.2. A pathway connection from the Park District property to 4140 West Street between lots 140 and 141, and provides a street crossing of 4140 West Street to connect to the sidewalk of 1920 South Street.
  - 8.4.3. A pathway connection running southward or westward somewhere between lots 98 and 103, stubbing to the subdivision boundary and connecting to an existing pathway/sidewalk at the eastern edge of the Sunset Equestrian Cluster subdivision.
  - 8.4.4. A pathway between lots 90 and 91, and 79 and 80, and street crossings of 4140 West Street and 4190 West Street to connect to the existing sidewalks of 2025 South Street on either side.
  - 8.4.5. A pathway within an existing open space area between lots 9 and 10.
  - 8.4.6. To enhance the security of the pathway by ensuring easy viewing of the use thereof, where the pathway runs between lots Developer agrees to install either a fence no taller than four feet on both sides of the pathway, or a fence no taller than six feet that has no less than 30 percent openings distributed evenly (for example, if a slatted wood fence, every third slat will be missing). It shall be prohibited for future lot owners to install a fence that violates this standard.
- 8.5. **Street Right-of-way dedication and Improvements.**
  - 8.5.1. **1800 North Street (Minor Collector).** Developer agrees to provide at least a 40-foot wide half-width public street right-of-way for the project's frontage along 1800 South Street, including across the parcels to be dedicated to the Park District.
  - 8.5.2. **3900 West Street (Major Residential).** Developer agrees to provide at least a 66-foot wide public street right-of-way for the 3900 West Street through Phase 6. Developer shall construct this segment of 3900 West Street to the 66-foot wide cross section provided in **Exhibit F**. Developer also agrees to extend 3900

West Street from Phase 6 southward to intersect with 2200 South Street. Developer shall construct this segment of 3900 West Street to the same cross section, but is not required to dedicate or install improvements behind the curb on the eastern edge of the street, provided however, that its construction shall be in a manner that creates no unreasonable hardship for completion of the remaining 66-foot wide cross section at some future time.

**8.5.3. 4140 West Street.** Developer agrees to provide at least a 66-foot wide public street right-of-way for the 4140 West Street. Developer shall construct 4140 West Street to the 66-foot wide cross section provided in **Exhibit F** but need not install the 10 foot pathway if not desired. Any difference if not installing the 10 foot pathway shall be provided in wider park strips.

**8.5.4. 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.

**8.5.5. Street Fencing along Rear-Facing or Side-Facing Lots.** Developer agrees to install a wall or fence along 1800 South Street where the rear or side of a lot abuts or is otherwise adjacent to and visible from these streets. The fence or wall shall match the fence or wall that will be constructed in the adjoining Winston Park Subdivision, as provided in the approved Winston Park development agreement, Weber County Recorder's Office Entry #3347179, or as otherwise agreed upon by the Planning Director, the Winston Park developer, and this Developer, in accordance with the flexibility provided in the Winston Park development agreement.

**8.5.6. Street Landscaping.**

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

**8.5.6.1.1. Tree Intervals.** 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 mature crown of one tree, will converge with the crown of the next tree.

**8.5.6.1.2. Tree Variety.** 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 an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

**8.5.6.1.3. Driveways and Clearview Triangles.** Reasonable openings in the tree canopy shall be expected for driveway locations and intersection clear-view triangles.

**8.5.6.1.4. Irrigation.** Each street tree shall be given 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. Alternative irrigation mechanisms may be approved by the Planning Director as long as their use is in the best interest of the tree's health and longevity. Watering shall be done in a manner that encourages deep roots.

**8.5.6.1.5. Tree Size.** No tree with a caliper less than two inches shall be planted.

**8.5.6.2. Street Tree Installation and Maintenance Alternatives.** Developer has the following two options, or some combination if mutually agreeable by the Developer and Planning Director:

**8.5.6.2.1.** 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. Developer shall protect the base (root area) of the tree from compacted soils; or

**8.5.6.2.2.** At Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable replacement costs related to average rates of failure to establish within one year. Developer agrees to periodically increase the escrow or reimburse the County if requested by the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of the trees. For this alternative, County agrees to waive the required warranty period for the trees.

**8.5.6.2.2.1.** Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.

**8.5.6.2.2.2.** If no appropriate and operating irrigation



mechanism is provided, Developer agrees to compensate county for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup this cost from the adjoining lot owner if unable to recoup from Developer.

**8.5.6.2.2.3.** Developer shall provide each lot owner notice upon each lot sale of the tree installation program, including the owner's responsibility for long-term irrigation and tree maintenance pursuant to county code.

**8.5.6.3. Park Strip Landscaping.** Except within the dripline of a tree (root area), Developer shall place four-inch plus angular rock, 8-inches deep, in each park strip with a weed barrier beneath. Drip irrigated plantings may also be placed in the park strip by the Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

**8.5.6.4. 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. County agrees that no landscaping is required in addition to that specified in this agreement or by current County Code.

**8.5.6.5. 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.

## **8.6. Non-Public Landscaping**

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

**8.6.1.1. 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.

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

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

**8.8. 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:

**8.8.1. Parks and Open Space:**

**8.8.1.1. Park Dedication.** Developer agrees to dedicate the park and open space area (the "Park"), as graphically represented in **Exhibit B** to the Park District with the first subdivision plat recorded for Phase 6. The dedicated Park area shall be no less than 22 acres.

**8.8.1.2. Park Irrigation.** Developer agrees to transfer the onsite wells and associated water rights to the Park District. This transfer shall occur prior to the acceptance of any building permit application. No building permit or land use permit shall be issued or is valid until this transfer has occurred.

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

**8.8.2.1. Pathways**

**8.8.2.1.1. Pathway Width.** Unless specified in this Agreement otherwise, all pathways shall be at least 10 feet wide.

**8.8.2.1.2. Street-Adjacent Pathways.** Due to the frequent driveway crossing, the 3900 West street-adjacent pathway shall be constructed of six-inch thick concrete. All other pathways may be asphalt provided they are bordered on both sides by a six-inch wide and 12-inch thick concrete ribbon.

**8.8.2.1.3. 3900 West Street Pathway.** Developer agrees to provide three pathway connections from the 3900 West Street adjacent pathway to the Park, as shown on **Exhibit D**.

**8.8.2.1.4. Non-Street Adjacent Pathway Landscaping.** For pathways that are not adjacent to a street, Developer shall place three-to-four-inch angular 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. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.

**8.8.2.1.5. 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. Crosswalks shall be at least 10 feet wide. Developer also agrees to install or cause to be installed the following:

**8.8.2.1.5.1.** On 1800 South Street, a user-activated rapid flashing beacon on both sides of the street as well as crosswalk signage in advance of the crosswalk on each side; if no public power exists in the street right-of-way, the beacon shall be battery powered and solar charged, but prewired to eventually connect to permanent public power; and

**8.8.2.1.5.2.** For other street crossings, either the rapid flashing beacon as provided above, or a curb extension bulb-out on both sides of the street to be developed by Developer that constrains the street's asphalt to no more than 26 feet and provides an ADA compliant pedestrian ramp on both sides within clear visibility of vehicle traffic, and with advanced crossing signage as prescribed by the County Engineer.

**8.9. Environmental and Air Quality Standards.**

**8.9.1. Energy Efficiency.** Developer further agrees that all buildings will be designed to have an HVAC system that is at least 95% efficient.

**8.10. 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 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 and its entire rights and obligations under this Agreement to another entity at any time. A partial assignment of the Project Site or Project is allowed but shall not relieve Developer from its rights and obligations under this Agreement.
- 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.

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### **If to the County:**

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

### **With copies to:**

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

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

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### **If to Developer:**

Heritage Land Development, LLC  
470 N 2450 W  
Tremonton, UT 84337

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## **12. Default and Remedies.**

**12.1. 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.

**12.2. 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.

### **12.3. Dispute Resolution Process.**

**12.3.1. 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.

**12.3.2. 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 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.

## **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: \_\_\_\_\_

Sharon Bolos  
Chair, Weber County Commission

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

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

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

## “Developer and Owner”

**Heritage Land Development, 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

## **Exhibit A – Project Area Legal Description**

### **Taylor Landing Phase 6 Legal Description**

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, MONUMENTED WITH A BRASS CAP, THENCE SOUTH 89D13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28, THENCE NORTH 00D42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE NORTH 00D42'57" EAST 1.96 FEET, THENCE NORTH 89D13'14" WEST 164.84 FEET, THENCE NORTH 00D42'57" EAST 1175.87 FEET, THENCE SOUTH 89D07'58" EAST 90.11 FEET, THENCE NORTH 00D52'02" EAST 150.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 89D07'58" EAST 74.33 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89D15'08" EAST 333.86 FEET ALONG THE NORTH LINE TO THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 00D37'17" EAST 1328.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE NORTH 89D14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. LESS AND EXCEPTING: PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, MONUMENTED WITH A BRASS CAP THENCE SOUTH 89D13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE CENTER SECTION CORNER OF SECTION 28, THENCE NORTH 00D42'57" EAST 1349.58 FEET ALONG THE NORTH SOUTHQUARTER SECTION LINE, THENCE NORTH 89D17'03" WEST 33.00 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 89D13'14" WEST 100.00 FEET, THENCE NORTH 00D42'57" EAST 100.00 FEET, THENCE SOUTH 89D13'14" EAST 100.00 FEET, THENCE SOUTH 00D42'57" WEST 100.00 FEET TO THE POINT OF BEGINNING.

And

THE WEST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, CONTAINING 29 ACRES. LESS AND EXCEPTING: PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE & MERIDIAN, MONUMENTED WITH A BRASS CAP, THENCE SOUTH 89D13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28, THENCE NORTH 00D42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE NORTH 00D42'57" EAST 1.96 FEET, THENCE NORTH 89D13'14" WEST 164.84 FEET, THENCE NORTH 00D42'57" EAST 1175.87 FEET, THENCE SOUTH 89D07'58" EAST 90.11 FEET, THENCE NORTH 00D52'02" EAST 150.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 89D07'58" EAST 74.33 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID

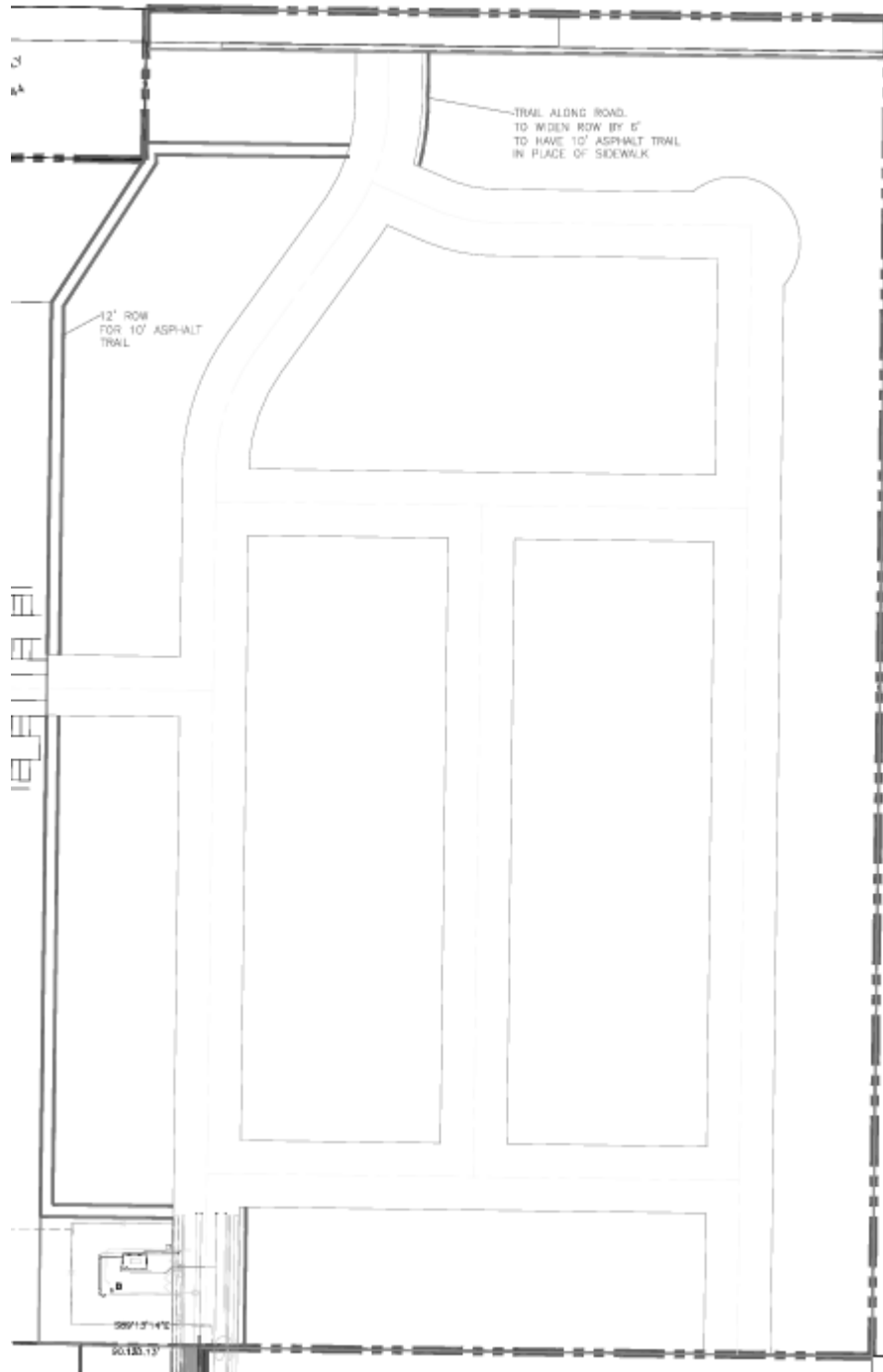
SECTION 28, THENCE SOUTH 89°15'08" EAST 333.86 FEET ALONG THE NORTH LINE TO THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 00°37'17" EAST 1328.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE NORTH 89°14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.



## An aerial photograph of a residential development. A large, irregularly shaped area in the center is outlined in green and labeled "DONATED PARK AREA" in green capital letters. To the right of this area, a large rectangular plot is outlined in red and labeled "TAYLOR LANDING PHASE 6" in red capital letters. The map shows surrounding streets: "1800 S ST" on the left, "3900 W ST" at the top, and "FITZROY RD" on the right. Several house numbers are visible, including 1825, 1841, 1855, 1871, 1885, 1901, 1915, 1931, 1947, 1961, 1977, 1991, 182, 184, 188, 194, 3973, 4019, 4113, and 986. The terrain is mostly flat with some vegetation and a few trees.



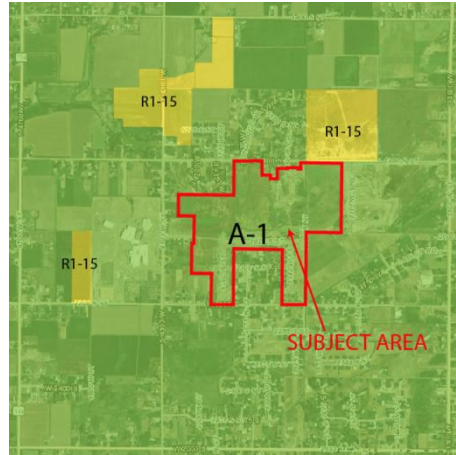
### Exhibit C – Taylor Landing Phase 6 Concept Plan



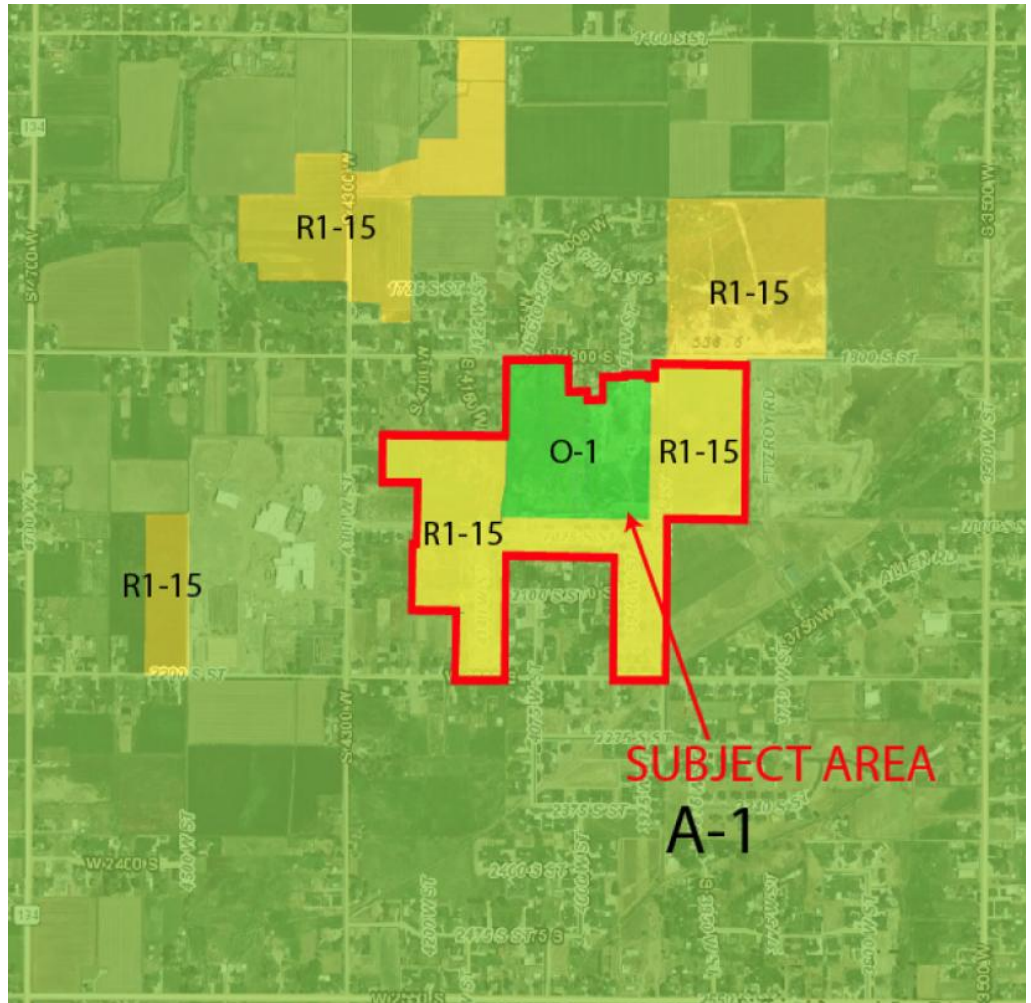
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## Exhibit E – Associated Rezone Area

Pre Rezone Map:



Post Rezone Map:

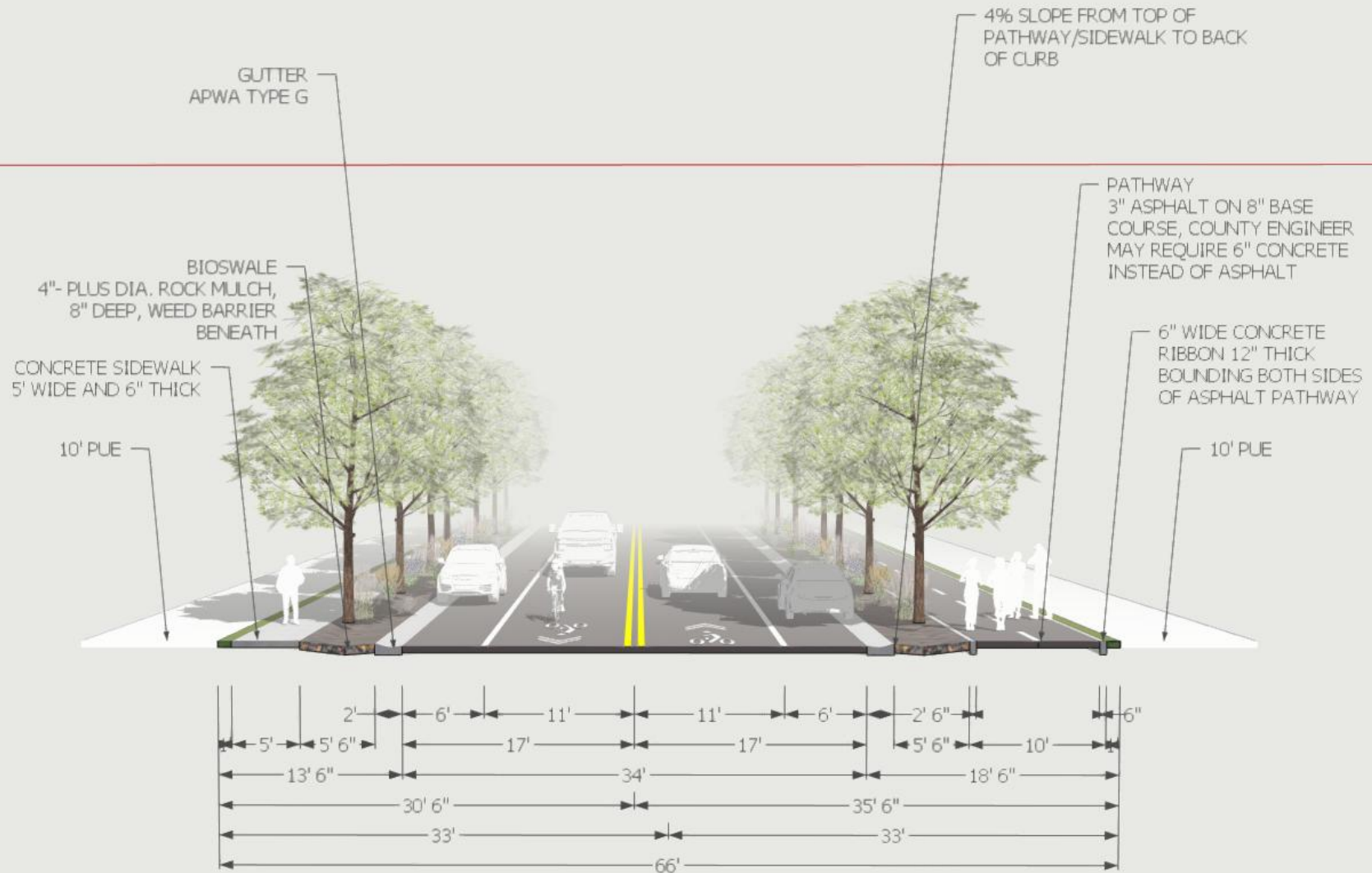




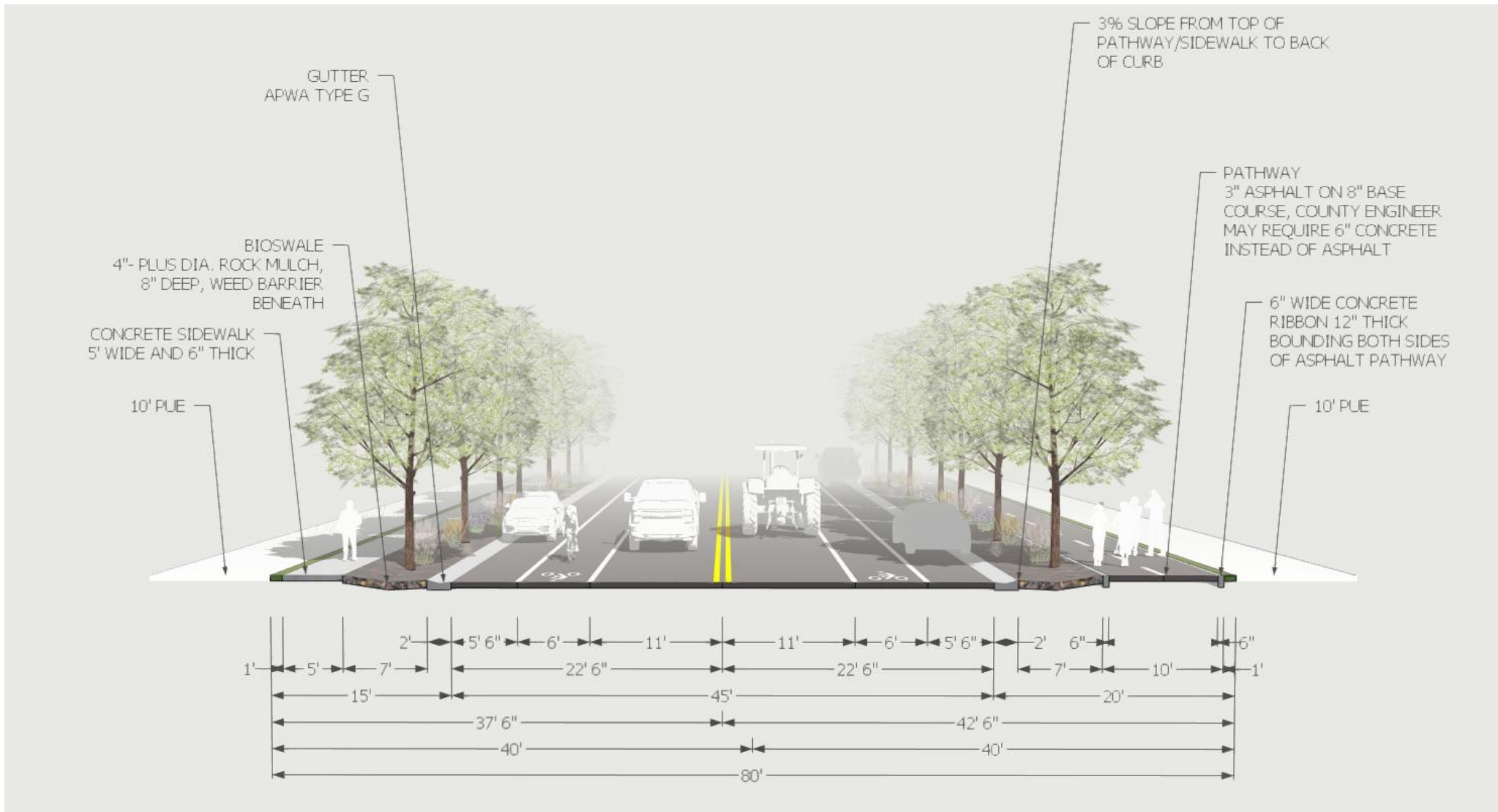
## MINOR RESIDENTIAL STREETS



## MAJOR RESIDENTIAL STREET – 3900 WEST



## MINOR COLLECTOR STREET – 1800 SOUTH AND 2200 SOUTH



**Exhibit G – Land Use Code Chapter 104-12 “Residential Zones R1, R2, and R3, and  
Section 106-2-4.030 “Connectivity-Incentivized Subdivision,”**

ON FOLLOWING PAGES



## **Chapter 104-12 Residential Zones R1, R2, R3**

[Sec 104-12-1 Purpose And Intent](#)

[Sec 104-12-2 \(Reserved\)](#)

[Sec 104-12-3 Land Use Table](#)

[Sec 104-12-4 \(Reserved\)](#)

[Sec 104-12-5 Site Development Standards](#)

### HISTORY

Amended by Ord. ~~2022-10-25~~ 2022-10-25 CC Staff Report -- Taylor Landing GP Amd, Rezone, and Dev Agmt Page 56 of 110

2-25-25 CC Staff Report Attachment C: Proposed Taylor Landing Phase 6 Development Agreement. Page 31 of 44

## **Sec 104-12-1 Purpose And Intent**

- (a) The purpose of the R1 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. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are synonymous with the R1-12 and R1-10 zones, respectively.
- (b) The purpose of the R2 Zone classification is to accommodate a need for moderate density residential districts incorporating both Single-Family Dwellings and Two-Family Dwellings. Any R-2 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R2 zone.
- (c) The purpose of the R3 Zone classification is to provide residential areas that will accommodate the development of dwelling types from Single-Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses. Any R-3 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R3 zone.

(Ord. of 1956, § 10-1; Ord. No. 7-78; Ord. No. 2009-15)

### **HISTORY**

Amended by Ord. [2023-10](#) on 5/16/2023

## **Sec 104-12-2 (Reserved)**

(Ord. of 1956, § 10-2; Ord. No. 96-35; Ord. No. 99-25; Ord. No. 2006-24; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2015-7, Exh. A, 5-5-2015)

### **HISTORY**

Amended by Ord. [2020-27](#) on 12/22/2020

Amended by Ord. [2023-10](#) on 5/16/2023

## **Sec 104-12-3 Land Use Table**

[Sec 104-12-3.010 Accessory Uses](#)

[Sec 104-12-3.020 Non-Animal Agricultural Uses](#)

[Sec 104-12-3.030 \(Reserved\)](#)

[Sec 104-12-3.040 Commercial Uses](#)

[Sec 104-12-3.050 Institutional Or Governmental Uses](#)

[Sec 104-12-3.060 Residential Uses](#)

[Sec 104-12-3.070 Utility Uses](#)

The following tables display the uses permitted, conditionally permitted, or not permitted in the these Residential Zones. The letter "P" indicates a permitted use in the zone. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4, in the zone. The letter "N" indicates a use that is prohibited in the zone. A use listed is a main use, unless specifically listed as an accessory use.

**Editors Note:** *The subsections within this section have been renumbered to better fit codification conventions.*

(Ord. of 1956, § 10-3; Ord. No. 3-72; Ord. No. 16-86; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-42;

Ord. No. 2009-15; Ord. No. 2010-20) [2-25-25 CC Staff Report -- Taylor Landing GP Amd, Rezone, and Dev Agmt](#) Page 57 of 110

[2-25-25 CC Staff Report Attachment C: Proposed Taylor Landing Phase 6 Development Agreement.](#) Page 32 of 44

## HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021Amended by Ord. [2023-10](#) on 5/16/2023**Sec 104-12-3.010 Accessory Uses**

<b>ACCESSORY USES</b> An accessory use is prohibited unless located on the same Lot or Parcel as the main use to which it is accessory.	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b><i>Accessory building</i></b> , when accessory and incidental to the use of a main building and when not otherwise specified in this table.	P	P	P	P	P	
<b><i>Accessory Dwelling Unit.</i></b>	P	P	P	P	P	See Title 108, Chapter 19. This use is only allowed when accessory to one Single-Family Dwelling per Lot.
<b><i>Accessory use</i></b> , when accessory and incidental to a permitted or conditional use and when not otherwise specified in this table.	P	P	P	P	P	
<b><i>Cemetery accessory use</i></b> , including but not limited to a mortuary, crematory, staff housing, service shop and chapel.	N	N	N	P	P	
<b><i>Home occupation</i></b> , when accessory to a residential use.	P	P	P	P	P	See Title 108, Chapter 13.
<b><i>Household pets</i></b> , when accessory to a residential use.	P	P	P	P	P	
<b><i>Main building</i></b> , which is accessory to, and designed or used to accommodate, a main use.	P	P	P	P	P	
<b><i>Parking lot</i></b> , when accessory to a main use allowed in the zone.	P	P	P	P	P	
<b><i>Temporary building or use</i></b> , accessory and incidental to onsite construction work typical for the area.	P	P	P	P	P	The building or use shall be removed upon completion or abandonment of the construction work.

**Sec 104-12-3.020 Non-Animal Agricultural Uses**

NON-ANIMAL AGRICULTURAL USES	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<i>Agriculture, limited.</i>	P	P	P	P	P	Limited to noncommercial crop production in private or community gardens no greater than one acre.

**Sec 104-12-3.030 (Reserved)****Sec 104-12-3.040 Commercial Uses**

COMMERCIAL USES. The following are uses that typically generate customer-oriented traffic to the Lot or Parcel.	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<i>Child day care.</i>	C	C	C	C	C	

**Sec 104-12-3.050 Institutional Or Governmental Uses**

INSTITUTIONAL OR GOVERNMENTAL USES	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<i>Cemetery.</i>	P	P	P	P	P	At least half an acre devoted to the cemetery shall be provided.
<i>Church, synagogue, or similar building used for regular religious worship.</i>	P	P	P	P	P	
<i>Convalescent</i> or rest home.	N	N	N	P	P	
<i>Private park, playground or recreation area.</i> Fees collected, if any, shall be devoted to operations and maintenance of the park. No commercial venture allowed.	C	C	C	C	C	A private park and related infrastructure approved as part of a subdivision or development agreement shall be a permitted use provided compliance with the standards of Title 108, Chapter 4.
<i>Public building.</i> A building used by a governmental agency, or a nonprofit entity that provides typical governmental or government-sponsored functions.	P	P	P	P	P	

<b><i>Public park, recreation grounds and associated buildings.</i></b>	P	P	P	P	P	
<b><i>Public school</i>, or private educational institution having a curriculum similar to that ordinarily given in public schools.</b>	P	P	P	P	P	

### **Sec 104-12-3.060 Residential Uses**

.RESIDENTIAL USES	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b><i>Dwelling, Group</i></b>	N	N	N	P	P	See Section 108-7-11. No more than 24 Dwelling units allowed per Lot.
<b><i>Dwelling, Single-Family.</i></b> A Single-Family Dwelling, as defined by Title 101, Chapter 2.	P	P	P	P	P	
<b><i>Dwelling, Two-Family.</i></b> A Two-Family Dwelling, as defined by Title 101, Chapter 2	N	N	N	P	P	
<b><i>Dwelling, Three-Family.</i></b> A Three-Family Dwelling, as defined by Title 101, Chapter 2.	N	N	N	N	P	
<b><i>Dwelling, Four-Family.</i></b> A Four-Family Dwelling, as defined by Title 101, Chapter 2.	N	N	N	N	P	
<b><i>Dwelling, Multi-Family.</i></b> A Multi-Family Dwelling, as defined by Title 101, Chapter 2.	N	N	N	N	P	
<b><i>Residential facility for elderly persons.</i></b>	P	P	P	P	P	See Section 108-7-15.
<b><i>Residential facility for handicapped persons.</i></b>	P	P	P	P	P	See Section 108-7-13.
<b><i>Residential facility for troubled youth.</i></b>	P	P	P	P	P	See Section 108-7-14.
<b><i>Short-term rental. A short-term rental.</i></b>	N	N	N	N	N	See Section 108-7-11.

### **Sec 104-12-3.070 Utility Uses**

UTILITY USES.	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b>Public utility substations.</b>	C	C	C	C	C	
<b>Water storage reservoir</b> , when developed by a utility service provider.	C	C	C	C	C	See Title 108, Chapter 10.

### **Sec 104-12-4 (Reserved)**

(Ord. of 1956, § 10-4; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2013-29, 10-29-2013)

#### HISTORY

Amended by Ord. [2023-10](#) on 5/16/2023

### **Sec 104-12-5 Site Development Standards**

The following site development standards apply to the Residential Zones R1, R2, and R3, unless specified otherwise in this Land Use Code.

#### (1) **Lot area:**

LOT AREA	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b>Single-Family Dwelling.</b> The minimum Lot Area for a Single-Family Dwelling shall be:	15,000 sq uar e fee t	12,000 sq uar e fee t	10,000 sq uar e fee t	6,000 sq uar e fee t	3,000 sq uar e fee t	See alternative Lot area allowances elsewhere in this Land Use Code for cluster subdivisions, lot-averaged subdivisions, and connectivity incentivized subdivisions
<b>Non-Single-Family Dwelling.</b> The minimum Lot Area for all Dwellings other than a Single-Family Dwelling:	NA	NA	NA	9,000 sq uar e fee t	8,000 sq uar e fee t	A development with multiple Dwellings per Lot shall provide the minimum Lot area per building. An additional 2,000 square feet of Lot area is required for each Dwelling Unit in excess of two per building.
<b>Other main building.</b> The minimum Lot Area for a main building other than a Dwelling:	15,000 sq uar e fee t	12,000 sq uar e fee t	10,000 sq uar e fee t	9,000 sq uar e fee t	8,000 sq uar e fee t	

(2) **Lot width:**

LOT WIDTH	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b>All buildings.</b> The minimum Lot Width for all buildings:	80 feet	70 feet	60 feet	50 feet	50 feet	Unless located at least 30 feet behind the front-most part of the Dwelling, one or more front-facing garage door(s) shall have a cumulative width no greater than 18 percent of the width of the Lot.

(3) **Yard setback:**

## a. Front yard setback:

FRONT YARD SETBACK	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b>Dwellings other than multi-family Dwellings.</b> The minimum Front Yard Setback for Dwellings other than multi-family Dwellings:	20 feet, except 15 feet if the Lot’s only vehicle access is over a side or rear Lot Line adjacent to an Alley <sup>1</sup>					No parking area, pad, or driveway within the front setback shall be less than 20 feet deep when measured from the Front Lot Line.
<b>Multi-Family Dwelling.</b> The minimum Front Yard Setback for a Multi-Family Dwelling	N/A				15 feet	Parking shall be located on the opposite side of the building than the Public Street on which the building fronts; if a Corner Lot, the predominant Public Street.

<sup>1</sup>To qualify for the reduced setback, the Alley shall first comply with Section 106-2-2.100.

## b. Side yard setback:

SIDE YARD SETBACK	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<i>Dwellings other than multi-family Dwellings.</i> The minimum Side Yard Setback for Dwellings other than multi-family Dwellings:	5 feet on one side, 10 feet on the other			5 feet		Both sides may be 5 feet if the Lot's only vehicle access is over a side or rear Lot Line adjacent to an Alley <sup>1</sup> . No parking area, pad, or driveway shall be provided within the 15-foot front setback.



<b>Multi-Family Dwelling.</b> The minimum Side Yard Setback for a Multi-Family Dwelling:	N/A	8 feet <sup>2</sup>	Parking shall be located on the opposite side of the building than the Public Street on which the building fronts; if a Corner Lot, the predominant Public Street.
<b>Other main building.</b> The minimum Side Yard Setback for other main building:	20 feet		
<b>Corner lot.</b> The minimum Side Yard Setback for side fronting street on Corner Lot:	15 feet		
<b>Accessory building.</b> The minimum Side Yard Setback for an accessory building:	Same as main building, except 1 foot if located at least 6 feet in rear of main building.		If an accessory building greater than 1000 square feet, see Section 108-7-16 for side setback requirements.

<sup>1</sup> To qualify for the reduced setback, the Alley shall first comply with Section 106-2-2.100.

<sup>2</sup> This shall be increased to 18 feet for a side adjacent to a Lot that has an existing Single-, Two-, Three-, or Four-Family Dwelling.

c. Rear yard setback:

REAR YARD SETBACK	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b>Main building.</b> The minimum Rear Yard Setback for a main building:	30 feet			20 feet		
<b>Accessory building.</b> The minimum Rear Yard Setback for an accessory building:	1 foot, except 10 feet when on a corner Lot and adjacent to the adjoining Lot's front-yard.					The entrance of an Alley-facing garage, carport, or similar shall be setback from the Alley right-of-way no less than 15 feet.

(4) **Building height:**

BUILDING HEIGHT		R1			R2	R3	SPECIAL REGULATIONS
		R1-15	R1-12	R1-10			
<b>Main building.</b> Building height for a main building	Minimum:	1 story					
	Maximum:	35 feet					
<b>Accessory building.</b> Maximum building height for an accessory building		25 feet					See Section 108-7-16 for an accessory buildings over 1,000

2-25-25 CC Staff Report -- Taylor Landing GP Amd, Rezone, and Dev Agmt

Page 63 of 110

(5) **Lot coverage:**

LOT COVERAGE	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b><i>All buildings.</i></b> Maximum Lot coverage by buildings:	N/A			40 percent		

(6) **Floor to area ratio:**

FLOOR/AREA RATIO	R1			R2	R3	SPECIAL REGULATIONS
	R1-15	R1-12	R1-10			
<b><i>All buildings.</i></b> Maximum ratio of total building floor-area to Lot area:	N/A			1:1		

(Ord. of 1956, § 10-5; Ord. No. 2009-15)

HISTORY  
Amended by Ord. [2023-10](#) on 5/16/2023

**Sec 106-2-4.030 Connectivity-Incentivized Subdivision**

- (a) **Intent.** The intent of this section is to provide efficient, convenient, logical, and frequent street and pathway connections to, within, through, and out of a proposed subdivision in a manner that other provisions of this Land Use Code do not. In exchange for providing the additional infrastructure, the applicant may use the acreage otherwise occupied by streets and pathways as credit toward creating Lots.
- (b) **Voluntary compliance.** The provisions of this section offer a voluntary alternative to traditional and typical Lot development standards otherwise set forth in the applicable zone. An applicant shall not be allowed to use this section unless the applicant volunteers to comply with all provisions herein. Applying for a connectivity-incentivized subdivision constitutes the applicant's agreement to be governed by this section, and constitutes the applicant's acknowledgement that the discretionary authority this section offers to the Land Use Authority may result in a decision contrary to the applicant's initial intent. The applicant accepts all risk, including lost time and money, for voluntarily applying for subdivision review under these provisions. Otherwise, the applicant shall use other development types authorized by this Land Use Code to subdivide their land.
- (c) **Maximum allowed density.** If the applicant provides a street and pathway layout that complies with this section and is approved at the discretion of the Land Use Authority after receiving a favorable recommendation from staff, the applicant may use the Base Density calculation, as defined in Section 101-2-3, to compute the maximum allowed Lots in the subdivision. Further, when calculating the Base Density, the area of the subdivision proposed to be occupied by public improvements is not required to be omitted from the net developable acreage.
- (d) **Allowed zones.** A connectivity-incentivized subdivision is allowed only in the following zones: S-1, F-5, AV-3, FV-3, A-3, A-2, A-1, RE-20, RE-15, R1-15, R1-12, R1-10, R2, R3, FR-3, and CVR-1
- (1) Unless excepted in Subsection (d)(2) of this section, at no time shall the Lot Area and Lot Width of any residential Lot be less than provided in this table:

S-1	F-5	AV-3	FV-3	A-3	A-2	A-1	RE-20	RE-15	FR-3	R1	R2	R3	CVR-1
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Reduced minimum Lot area:	50-percent of the zone's minimum.	80-percent of the zone's minimum.	6000 <sup>1</sup> square feet	80-percent of the zone's minimum.	No minimum.
Reduced minimum Lot width:			60 feet		

<sup>1</sup>*Each Lot adjacent to a Lot in another subdivision, including across a street, shall be no smaller than the lesser of: 80 percent of the square footage specified for the maximum allowed density; or the actual Lot area of the Lot or Lots to which it is adjacent.*

(2) The following are exceptions to the Lot Area and Lot Width provisions of Subsection (d)(1) of this section:

- a. A lot in a cluster subdivision shall not be reduced to less than 90 percent of the lot area and lot width standards of the cluster subdivision ordinance.
- b. A pre-existing nonconforming lot of record that is smaller than fifty-percent of the lot area or lot width may continue with smaller dimensions as long it is not made more nonconforming.

(e) **Public street layout.** Nothing here shall waive the minimum street or pathway requirements as provided elsewhere in this Land Use Code. A subdivision shall be designed in a manner that prioritizes circulation efficiencies both within the subdivision and to adjacent neighborhoods. Priority shall be given to both vehicular and pedestrian connectivity. To this end, a connectivity incentivized subdivision is only allowed if it meets the following minimum standards.

(1) **Street-Block.** A Street-Block shall have a length of no greater than 660 feet. The Land Use Authority may, but is not obligated to, approve an exception to this rule if a Street-Block cannot be formed as a result of one or more of the following. However, in each case the applicant shall provide a Street-Block or a connection that will help form a future Street-Block as near as is otherwise reasonably practicable:

- a. The adjacent area to which a street could otherwise be extended is built-out such that no reasonable street connection can be made thereto;
- b. The adjacent area to which a street could otherwise be extended has characteristics that significantly reduce the likelihood the Street-Block will be needed, as determined by the Land Use Authority. These characteristics include, but are not limited to, sensitive lands such as geologic hazards, riverways, floodplains, wetlands, and slopes on which no reasonable street configuration can be created that complies with allowed street grades;
- c. The adjacent area to which a street could otherwise be extended has culturally or locally important lands that can, are, or will be permanently preserved in a manner that benefits the general public. The Land Use Authority may require the applicant to secure the permanent preservation in a manner satisfactory to the Land Use Authority;
- d. Adherence to the maximum Street-Block length will interrupt a regionally significant pedestrian pathway delineated in the area's general plan or similar planning document; or

- e. Strict adherence to the maximum Street-Block length will result in a Street-Block that is less than 200 feet in length.
- (2) **Street efficiency.** A street or street segment shall provide the shortest connection reasonably possible without compromising the buildability of adjoining lots given compliance with other requirements of this Land Use Code.
  - (3) **Intersections.** Street intersections shall be four-way intersections wherever possible.
  - (4) **Directional continuity.** Streets shall provide directional continuity. Regardless of how a street may wind through a subdivision, whenever possible it shall exit the subdivision in the same general direction it entered so that it provides users a consistent direction of travel along the same street.
  - (5) **Permanently terminal streets.** Cul-de-sac and dead end streets shall be avoided. A cul-de-sac or dead end street may be allowed in rare circumstances if the same or similar characteristics as specified in the exceptions of Subsection (e)(1) of this section are present.
  - (6) **Alignment and connection to other streets.** Whenever possible, streets shall connect or be aligned to provide a future connection to other existing streets in the general area, with special deference for connecting to existing stubbed streets.
- (f) **Pathway location and design standards.** Nothing here shall waive the minimum street or pathway requirements as provided elsewhere in this Land Use Code. A subdivision shall be designed in a manner that prioritizes circulation efficiencies both within the subdivision and to adjacent neighborhoods. Priority shall be given to both vehicular and pedestrian connectivity. To this end, a connectivity incentivized subdivision is only allowed if it meets the following minimum standards.
- (1) **Pathways and sidewalks, generally.**
    - a. Each development shall be configured so that the maximum pathway or sidewalk walking-distance between a pathway or sidewalk intersection is 400 feet.
      1. This distance may be increased for a segment of a pathway that travels through a permanently preserved open space area or an area very unlikely to ever develop.
      2. A pathway or sidewalk intersection is where a pathway or sidewalk intersects with another pathway, sidewalk, or street that has pedestrian facilities.
    - b. Pathway and sidewalk layout shall be designed in a manner that prioritizes efficiency of non-motorized modes of transportation.
    - c. Pathways shall connect to each other using shortest distance reasonably possible.
    - d. Pathway and sidewalk layout shall provide for the continuation of existing pathways or sidewalks in the general area, and for future planned pathways, as shown on an adopted pathway plan, general plan, master trails plan, or other applicable adopted planning document.
    - e. A pathway or sidewalk stubbed from an adjacent property shall be connected to a pathway or sidewalk within the subdivision.
    - f. Continuation of a pathway or sidewalk to adjacent undeveloped property shall be provided with a stub to the subdivision boundary.
    - g. Pathway and sidewalk arrangement shall not cause any unnecessary hardship for creating convenient and efficient access to nearby lots or parcels that are likely to

eventually be developed.

(2) **Street-adjacent pathway.** Along each Arterial Street, Collector Street, and Major Neighborhood Street, as provided in an adopted general plan, master streets plan, or similar adopted document, a 10-foot wide hard-surfaced pathway shall be installed.

- a. When determining which side of the street the pathway is required, preference shall be given to the side of the street that has optimal sun exposure during winter months.
- b. The Planning Director may require a pathway be located on the other side of the street to support pathway connectivity based on other factors such as existing or planned future pathways in the vicinity and potential pedestrian conflicts.
- c. The pathway shall be located within the street right-of-way unless expressly authorized otherwise by the County Engineer. If not located within the street right-of-way, a pathway easement is required.
- d. Unless required otherwise by the County Engineer, the pathway shall have an asphalt width of at least nine feet and be bounded on both sides by a six-inch concrete ribbon that is flush with the top of asphalt travel surface. The pathway shall be constructed of three inches of asphalt on eight inches of base-course. Greater thickness may be required where it intersects a vehicle-way.
- e. Example of street-adjacent pathway:



(3) **Non-street-adjacent pathway.** Where generally depicted on a map or in the text of an applicable street regulating plan, general plan, master streets plan, or when otherwise required herein or in a development agreement, a 10-foot wide hard-surfaced pathway shall be installed through the development.

- a. Where a pathway runs between buildings or fenced Lots, a minimum 30-foot wide pathway public right-of-way is required. The pathway shall run down the center of the 30-foot wide right-of-way. The width of the pathway right-of-way may be reduced to 15 feet if both of the adjoining Lots or Parcels are or will be used for Single-Family Dwellings, and are deed-restricted to



1. Only allow a solid fence that is no greater than four-feet; or
  2. Only allow a fence that is 30 percent open with the openings evenly distributed.
- b. The adjoining land owners are responsible for the maintenance and upkeep of vegetation and waste on the half of the pathway right-of-way that is adjacent to their Lot or Parcel.
- c. Example: Non-Street-Adjacent Pathway:



(g) **Final plat note.** Pursuant to Section 106-1-8.020, a subtitle and plat note regarding connectivity-incentivized subdivision shall be placed on the final plat.

#### HISTORY

Adopted by Ord. [2021-23](#) on 7/6/2021

Amended by Ord. [2023-10](#) on 5/16/2023



Attachment D:  
Planning  
Commission  
Staff Memo  
Dated August 8,  
2024.

# MEMO

To: Western Weber Planning Commission  
From: Charlie Ewert  
Date: August 8, 2024  
RE: August 13<sup>th</sup> discussion/decision for the Taylor Landing Subdivision Rezone and General Plan Amendment

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In the Planning Commission's August 13, 2024 meeting the Taylor Landing Subdivision Rezone will be once again on the agenda for a possible recommendation to the County Commission. A public hearing for this proposal was held on April 9, 2024. The staff report for that hearing is attached as **Exhibit D**. The Planning Commission tabled it at that time pending a proposal to amend the general plan. On May 7, 2024, the item was discussed by the Planning Commission in a work session. In that meeting, a number of possible outcomes were suggested by the Planning Commission to the applicant, including better street connectivity of the previously approved Phases 1-5, and better parks donations, such as irrigation water or park improvements.

Given the Planning Commission's direction, the applicant has submitted an application to amend the general plan's Future Land Use Map to remove about 25 acres from the "Parks/Recreation" designation to the "Medium to Large Sized Residential Lots" designation. An illustration of the amendment can be reviewed in **Exhibit B** of this memo. An illustration of the zone map amendment can be reviewed in **Exhibit A**.

In addition to the general plan amendment, the applicant has worked with staff to further negotiate additional parks donations and better street and pathways connectivity for the earlier phases.

For the parks donation, the applicant is still proposing to donate approximately 32 acres of the Taylor Landing Phases 1-3 open space to the park district, *and* they are now proposing to donate sufficient water to the park district to sufficiently maintain the parks planned vegetation in a healthy manner. This additional water donation is worth significant monetary value that will likely more than compensate the community for the loss of the agricultural open space in Phases 4-5.

For streets and pathways connectivity in the proposed Phase 6, the R1-15 connectivity incentivized subdivision standards are proposed, including the complete extension of 3900 West southward to 2200 South (excluding sidewalk on the east side but including a multi-use ten-foot pathway on the west side).

For connectivity in the previously approved Phases 1-5, staff is proposing a type of density buy-back in exchange for better connectivity. The buy-back will come in the form of transferable development rights. Including Phases 1-6, there are 214 residential lots being proposed or

previously approved. However, if the original development was platted under the rules of the R1-15 zone, including quite a few more street and pathway connections, then a potential 303 residential lots could have been platted. This leaves a difference of 89 lots (development rights). Under this buy-back program, the developer has the ability to earn these development rights back based on how many street or pathway connections they can retrofit into these original phases. The rights earned back would be in the form of transferable development rights that the developer could later transfer to another project if the other project allows transfer transactions, such as a project in the form-based zone.

Staff recommendation number seven below outlines how this performance program could work. In the associated table of performance items, staff has proposed a TDR award that is related to the rough cost of desired connection. While Phases 1-3 are platted and many lots are sold or under contract, Phases 4 and 5 are still owned by the developer, so the connections in 4 and 5 should be less expensive and less challenging for the developer to provide than 1-3. Thus the TDRs available to earn from 4 and 5 are worth relatively less, and are mandatory in order for the developer to earn any other TDRs in Phases 1-3.

This buy-back program might help provide sufficient financial incentive for the developer to make some or all of the desired connections, but for each that cannot be made the overall allowed density is reduced. Each connection is illustrated in **Exhibit C** of this memo. The specifics for each performance item is completely discretionary through this legislative action, and can be modified in any manner if desired by the Planning Commission.

Staff's favorable recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. The concept plan should be updated to reflect the street and pathway connections displayed in **Exhibit C** attached to the staff memo for this meeting.
2. Parks and open space:
  - a. Donation or dedication of the proposed park acreage to the park district shall occur when the first plat is recorded for the property.
  - b. Water rights and water access/flow shall be provided to the Parks District sufficient to maintain the park's planned vegetation in a healthy manner.
3. Trails/pathways:
  - a. All trails, pathways, and sidewalk that will be dedicated to and maintained by the County or local park district shall be constructed of six-inch thick concrete. Trails, not sidewalks, may be asphalt if maintained by an HOA.
  - b. An east/west pathway connection through Phase 6 shall be provided from the park on the west through the development and to the western edge of the Winston Park Subdivision, and general displayed in **Exhibit C** of this memo. This provision may be waived if a pathway stub is not and will not be provided to the property from the Winston Park Subdivision.
  - c. The 3900 West side pathway may deviate from the street right-of-way and run along the park's eastern border before joining back to the 3900 West street right-of-way. If it does not and it runs along 3900 instead, at least three points of access of similar width shall be provided from it to the park property.
  - d. Where a pathway crosses 3900 West, a curb bulbout shall be provided on both sides. A user activated flashing beacon shall be installed on both sides at each

pathway crossing, and a crosswalk and appropriate crosswalk signage shall be installed for each crossing.

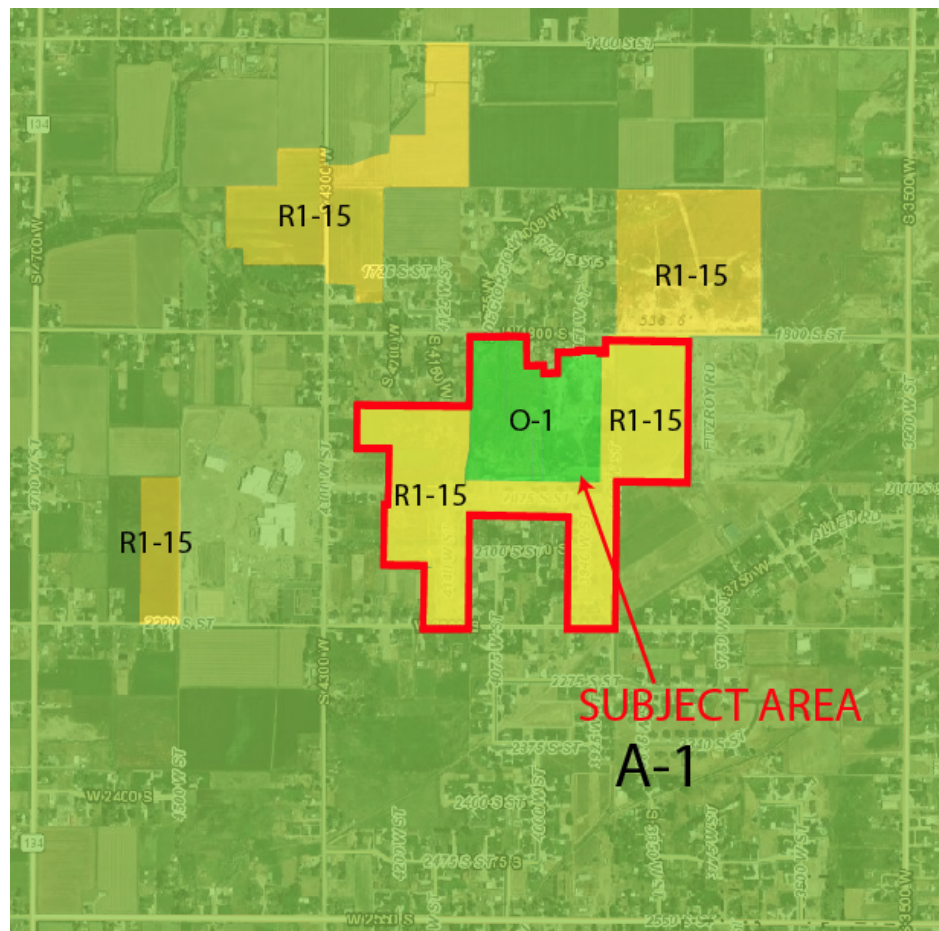
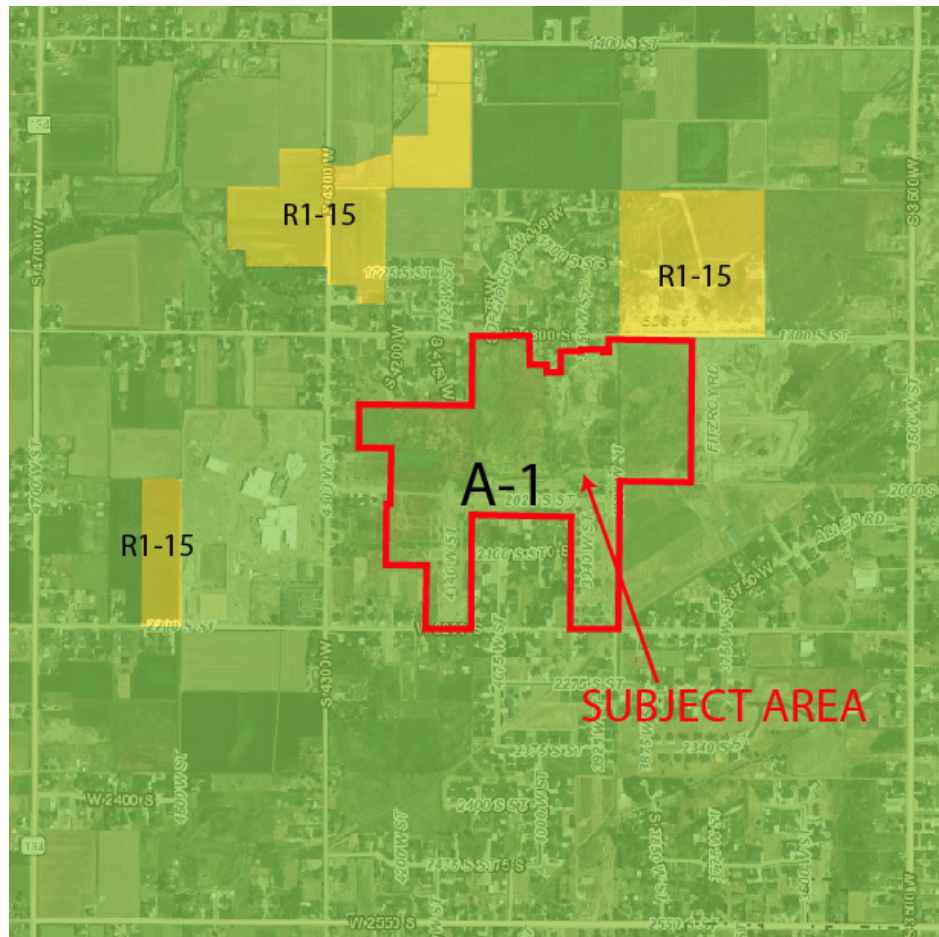
- e. South of the park, the 3900 West pathway shall be installed on the west side of the right-of-way.
  - f. At the intersection of 3900 West and 2200 South, a crossing shall be provided for the 3900 West pathway, to connect it to the sidewalk on the south side of the intersection. A curb bulbout shall be provided on both sides of 2200 South. A user activated flashing beacon shall be installed at the pathway crossing for both sides, and a crosswalk and appropriate crosswalk signage shall be installed.
  - g. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.
4. Streets:
- a. The applicant's portion of 3900 West shall be installed to 2200 South as part of this development and development agreement. The applicant shall be responsible for the width of the entire 3900 West, except utilities or sidewalk east of the eastern curb and gutter shall not be required.
  - b. Any lot that rears or sides on 1800 South Street should be screened with an attractive fence or wall that is visually consistent with other proposals in the area.
  - c. 1800 South Street should be dedicated and designed as an 80-foot right-of-way.
  - d. Streets should be stubbed to adjacent property as shown on the concept plan, and connected to any streets stubbed to the property, if any.
  - e. The applicant should work with staff to create a street cross section for the streets in the project. The street cross sections should generally reflect those adopted in recent development agreements.
  - f. All overhead power both within the project and within any street right-of-way or utility easement should be undergrounded.
5. Lots:
- a. Lot widths may be allowed to be decreased to no less than 50 feet, rather than 60 feet.
  - b. Air quality: Require gas appliances have a minimum 95 percent efficiency rating.
6. Apply the Weber County Outdoor Lighting Code to all outdoor lighting in the project.
7. Transferable development rights (TDRs): The applicant is entitled to perform to earn no more than 89 TDRs by retrofitting Phases 1-5 for better connectivity. Up to 10 of these TDRs may be platted within Phases 4-6 of Taylor Landing. In the event Developer is unable to earn all 89 TDRs, the unearned difference shall be awarded if the resulting transferred units are deed restricted in favor of the Weber Housing Authority for Moderate Income Housing. The performance schedule for earning TDRs is as follows:

<b>PROPOSED CONNECTIVITY-BASED PERFORMANCE MEASURES - RETROFITTING TAYLOR LANDING PHASES 1-5.</b>		<b>TDRS AWARDED</b>
<b>All of the following are required to qualify for any TDRs, and together will be granted the following number of TDRs:</b>		
10' Minimum Pathway between lots 9 and 10 and connecting eastward to 3900 West		<b>25</b>
10' Minimum Pathway between lots 90 and 91 and between lots 79 and 80 connecting 4140 West Street and 4190 West Street.		
Curb and gutter bulb-outs, crosswalk, and crosswalk signage for the pathway at the 4140 West and 1920 South intersection		
Connectivity-incentivized compliant pathway along north side of 1920 North Street that runs between lots 140 and 141 to stub to the park on the east.		
Stub 1920 South Street southward to Parcel #156670021 in a location that if extended in the future will allowed future development on both sides of the street on that parcel and other parcels southward.		
<b>All of the following are optional, and each will be granted the number of TDRs referenced in the cell to the right for up to and not to exceed:</b>		<b>64</b>
Connectivity Incentivized Pathway between lots 90 and 91 and between lots 79 and 80		6
Connectivity Incentivized Pathway through lot 98, 99, or 100, or some combination thereof		3
Connectivity Incentivized Pathway through lot 101, 102, or 103, or some combination thereof		3
Construct curb and gutter bulb-outs, crosswalk, and crosswalk signage for the pathway at 4140 West and 2025 South intersection		3
Connection potentially affecting lots 68, 69, 70, and/or 71 with no more than one of the following:		
10' minimum pathway through lot 68, 69, 70, or 71, or some combination thereof		10
Connectivity Incentivized Pathway through lot 68, 69, 70, or 7, or some combination thereof		14
Street connection through lot 69 or 71 stubbing to the west		18
Connection potentially affecting lots 17, 18, 29, and/or 30 with no more than one of the following:		
10' minimum pathway through lot 17, 18, 29, or 30, or some combination thereof		10
Connectivity Incentivized Pathway through lot 17, 18, 29, or 30, or some combination thereof		14
Connection potentially affecting lots 5 and/or 6 with no more than one of the following:		
10' minimum pathway through lot 5 or 6 or some combination thereof		10
Connectivity Incentivized Pathway through lot 5 or 6, or some combination thereof		14
*The lots referenced in the above table are based on the previously approved Taylor Landing Phases 1-5 plats. In the event the lot numbers or lot boundaries are changed the change shall not affect the referenced locations.		

# EXHIBIT A

## PROPOSED ZONE MAP AMENDMENT





# EXHIBIT B

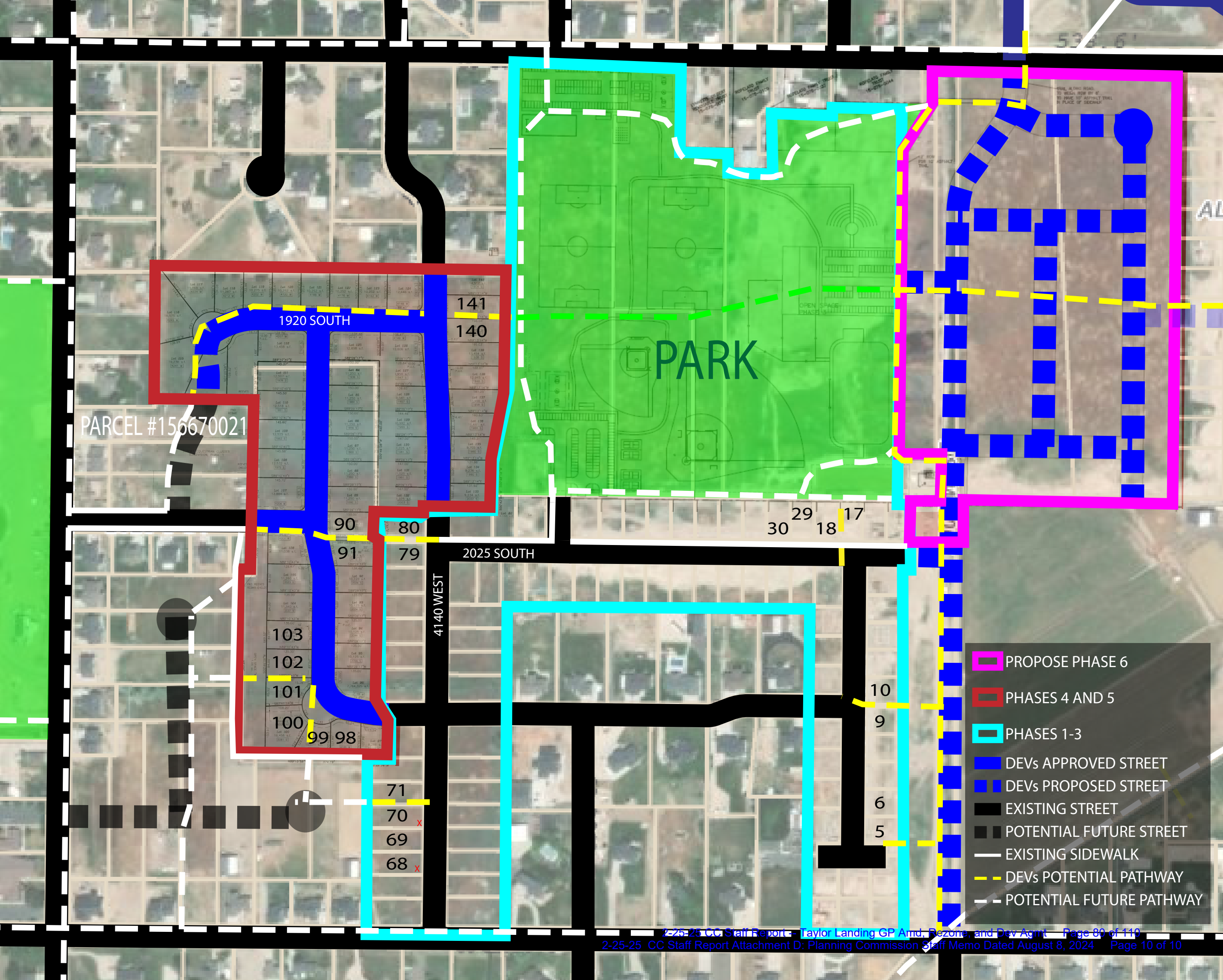
## PROPOSED GENERAL PLAN AMENDMENT



# EXHIBIT C

## CONNECTIVITY POTENTIAL





- PROPOSE PHASE 6
- PHASES 4 AND 5
- PHASES 1-3
- DEVs APPROVED STREET
- DEVs PROPOSED STREET
- EXISTING STREET
- POTENTIAL FUTURE STREET
- EXISTING SIDEWALK
- DEVs POTENTIAL PATHWAY
- POTENTIAL FUTURE PATHWAY

Attachment E:  
Planning  
Commission  
Staff Report for  
April 9, 2024.





## Staff Report to the Western Weber Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** File #ZMA2024-03, an application to rezone approximately 45.9 acres of land located in the Taylor Landing Subdivision at approximately 3900 West 1800 South from the A-1 zone to the R1-15 zone.

**Agenda Date:** April 9, 2024

**Applicant:** Heritage Land Holdings LLC. Agent: Marshae Stokes

**File Number:** ZMA2024-03

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/19812>

#### Property Information

**Approximate Address:** 3900 West 1800 South, Unincorporated Western Weber (Taylor)

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

**Applicant Proposed Zone(s):** R1-15 Zone

**Staff Proposed Zones(s):** R1-15 and O-1 Zones

#### Adjacent Land Use

**North:** Residential  
**East:** Residential

**South:** Residential  
**West:** Residential

#### Staff Information

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

**Report Reviewer:** RG

### Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.  
§Title 104, Chapter 2 Agricultural Zones.  
§Title 104, Chapter 12 Residential Zones.  
§Title 104, Chapter 26 Open Space Zone.  
§Title 108, Chapter 3 Cluster Subdivisions.

### Legislative Decisions

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

### Summary and Background

This applicant has submitted a request to rezone approximately 45.9 acres of land within the Taylor Landing Cluster Subdivision from the A-1 zone to the R1-15 zone. The 45.9 acres comprises all of phases four and five of the Taylor Landing Cluster Subdivision and the associated open space.

The purpose of the applicant's request is to develop 72 lots on the property that would have otherwise been preserved as open space for phases four and five. See **Figure 2** for a graphic depiction of the original Taylor Landing Cluster Subdivision Phasing plan, including the original plan to phase in the open space areas. In exchange for the rezone, the applicant is proposing to donate the entire open space area of phases one through three, approximately 31.81 contiguous acres, to the West Weber Park District for a regional park. The lots within the

development area of the Taylor Landing Cluster Subdivision phases four and five are not being proposed to change. The applicant desires to leave them in their current configuration.

Even with the inclusion of the proposed 72-lot phase six, it appears the entire existing subdivision is well under the R1-15 averaged lot size minimums. The total area for the subdivision is approximately 104.54 acres. In the R1-15 zone this amount of acreage could yield upwards of 301 lots. With the inclusion of the 72-lot phase 6, the new total lot count in this subdivision is proposed to be 214.

With that in mind, and considering that phases one through five contain lots well under the A-1 zone's 40,000 square-foot minimum, staff is recommending that the planning commission not only consider the applicant's request to rezone phases four and five to the R1-15 zone, but to also include phases one through three. Each landowner within phases one through three have been notified of this possibility and of the hearing. Taking their public comments into consideration would be helpful.

Further, staff is also recommending that the entire 31.81 acre proposed park area be rezoned to the O-1 open space zone to properly reflect the use of the land on the County's zoning maps. This change is not intended to result in a reduction of potential lots.

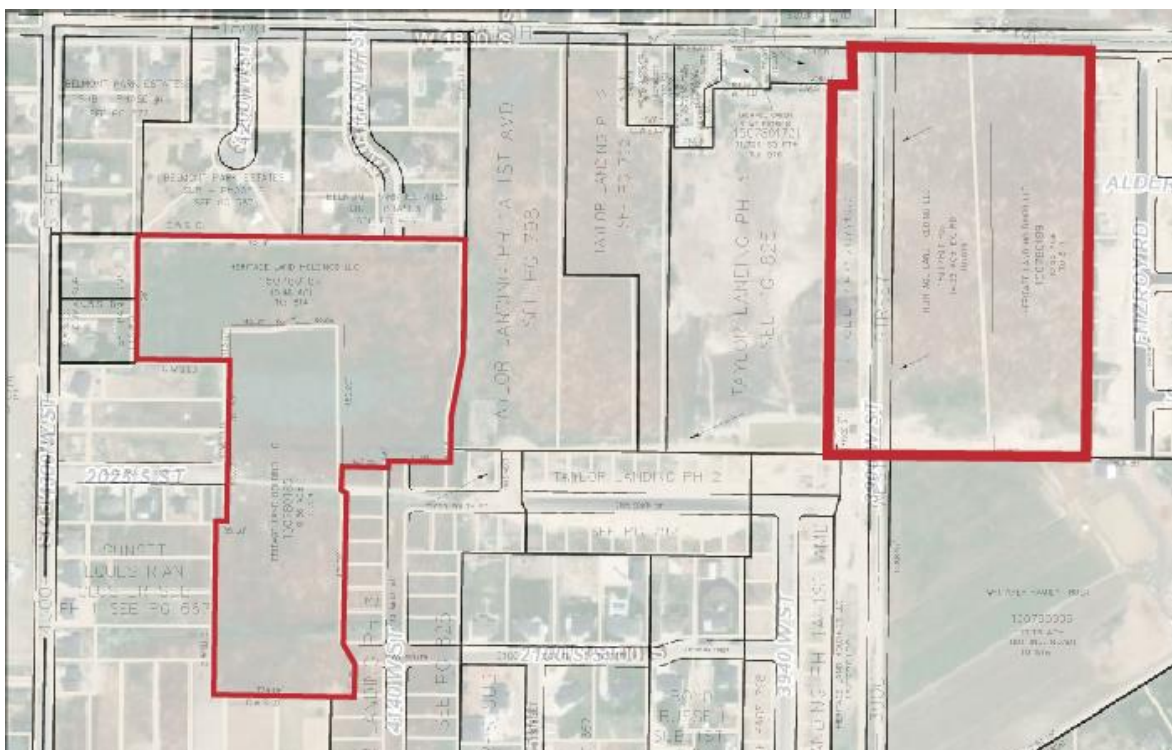
It appears the West Weber Park District is eager to receive the land donation from the applicant. They have offered their support for the applicant's proposal.

Given the park district's satisfaction with the proposal and the fact that a number of other developments in the area have already been changed to the R1-15 zone, staff is recommending approval of the rezone with a development agreement. Given the current designation in the general plan, the planning commission may desire to table this application pending a general plan amendment, if deemed favorable.

## Policy Analysis

The applicant is ultimately requesting the right to develop 72 lots on what is currently preserved as open space area within phases four and five in the Taylor Landing Cluster Subdivision. **Figure 1** displays the subject properties in the context of the County Recorder's reference maps. Please refer to **Figure 2** for an illustration of how the subdivision is currently and proposed to be split into phases. Phases four and five open space area is approximately 24.3 combined acres and is currently held as "individually owned agricultural open space" pursuant to the restrictions and regulations of the cluster subdivision ordinance. The cluster subdivision ordinance allows open space area to be preserved as individually owned agriculture parcel(s), HOA common area, or dedicated park area.

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







Under the terms of the existing cluster subdivision ordinance, even though an open space parcel may be individually owned, the open space restriction and preservation of it still renders it community open space that carries equal value to a public park<sup>1</sup>. While it might be arguable that the community's usefulness of a privately owned agricultural open space parcel is not equal to the usefulness of the same acreage as a public park, the current cluster subdivision ordinance considers them as equal.

Thus, flipping this 24.3 acres for developable lots yields the loss of 24.3 acres of community open space. It also means that phases four (10.56 acres) and five (11.04 acres) of the Taylor Landing Cluster Subdivision will no longer have open space attributable to it, nor will the new 24.3 acre phase 6.

Other recent proposals to rezone open space properties within cluster subdivisions in this area have been expected to compensate the community not only for the impact of the new proposed lots on community open space, but also the loss of that subdivision's open space. More about this later in this report.

Even though the applicant is only requesting rezone consideration of the original phases four and five, staff is recommending a different rezone configuration. Staff's recommendation will hopefully suit the applicant's desires while also making all lots within all phases of the Taylor Landing development compliant with the R1-15 zone. This is not essential to the applicant's proposal, and can easily be disregarded from the planning commission's consideration and motion if desired by the planning commission. All owners within the subdivision have been notified about the possible rezone and scheduled public hearing. Hearing their desires expressed will provide valuable feedback on this suggested expansion of the rezone area.

Staff's recommendation also includes rezoning the 31.81 acre proposed park area to the Open Space (O-1) zone. Both of these rezone recommendations are intended to help keep the county's zoning map displaying what has actually been allowed in the area. While not imperative, it will help keep the record clear and assist others in doing their due-diligence when looking to invest in land in the area. **Figure 3** illustrates the current zoning in the area. **Figure 4** illustrates the applicant's proposed rezone, and **Figure 5** illustrates staff's recommendation.

**Table 1** provides a tabulation regarding the development and open space areas in the Taylor Landing Cluster Subdivision as it was originally considered by the planning commission. **Table 2** provides a tabulation regarding how a potential rezone of the entire subdivision will change these calculations.

Table 1

<b>Taylor Landing Original</b>			<b>Previously Approved A-1 Cluster Development</b>						
	Total Area	Number of Lots	Lots and Streets Acreage (Incl. Small Common Areas)	Total O.S. Acreage	% O.S. Total	Park Open Space	% Park Open Space	Farm-land Open Space	% Farm-land Open Space
Phase 1	26.01	35	12.85	13.16	50.6%	9.5	36.5%	3.66	14.1%
Phase 2	11.54	20	5.46	6.08	52.7%	0	0.0%	6.08	52.7%
Phase 3	21.09	28	8.52	12.57	59.6%	0	0.0%	12.57	59.6%
Phase 4	25.6	28	10.56	15.04	58.8%	0	0.0%	15.04	58.8%
Phase 5	20.3	31	11.04	9.26	45.6%	0	0.0%	9.26	45.6%
<b>Total Phases 1-5</b>	<b>104.54</b>	<b>142</b>	<b>48.43</b>	<b>56.11</b>	<b>53.7%</b>	<b>9.5</b>	<b>9.1%</b>	<b>46.61</b>	<b>44.6%</b>

Table 2

<b>Taylor Landing New (Non-Cluster)</b>				<b>R1-15 Development Potential</b>						
	Total Area	Lots Allowed in R1-15 (Incentivized)	Lots Proposed	Lots and Streets Acreage	Total O.S. Acreage	% O.S. Total	Park Open Space	% Park Open Space	Farm-land Open Space	% Farm-land Open Space
Phase 1	26.01	76	35	12.85	13.16	17.4%	13.16	17.4%	0	0.0%
Phase 2	11.54	34	20	5.46	6.08	18.1%	6.08	18.1%	0	0.0%
Phase 3	21.09	61	28	8.52	12.57	20.5%	12.57	20.5%	0	0.0%
Phase 4	10.56	31	28	10.56	0	0.0%	0	0.0%	0	0.0%
Phase 5	11.04	32	31	11.04	0	0.0%	0	0.0%	0	0.0%
Phase 6	24.3	71	72	24.3	0	0.0%	0	0.0%	0	0.0%
<b>Total Phases 1-6</b>	<b>104.54</b>	<b>304</b>	<b>214</b>	<b>72.73</b>	<b>31.81</b>	<b>30.4%</b>	<b>31.81</b>	<b>30.4%</b>	<b>0</b>	<b>0.0%</b>

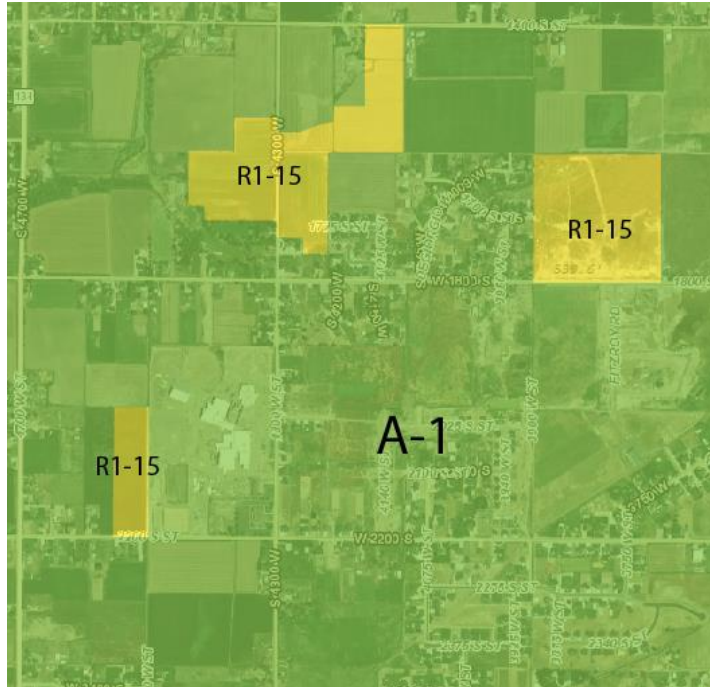
<sup>1</sup> See Section 108-3-5 Open Space Preservation Plan



## Zoning Analysis

The current zone of the subject property is A-1. **Figure 3** displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The purpose and intent of the A-1 zone is:

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



*"The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:*

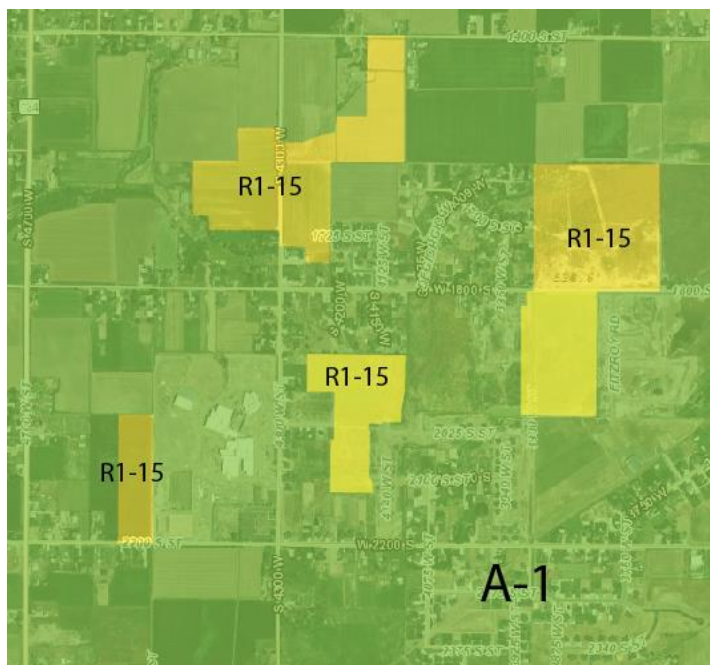
1. *Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
- Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
- Direct orderly low-density residential development in a continuing rural environment"*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

The proposed zone for the subject property is the R1-15 Zone. 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. [...]"*<sup>3</sup>

The applicant's proposal can be observed in **Figure 4**, with the yellow polygons depicting the proposed R1-15 zone. Staff's proposal can be observed in **Figure 5**, with the yellow polygons depicting the R1-15 zone, and the green polygon depicting the O-1 zone.

**Figure 4: Applicant-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 and have since been applying the new standards to all new residential rezones in Western Weber. Typically, compliance with street connectivity incentives is voluntary. When applied to the project through a rezone development agreement, the county can obligate the developer to comply, which make the standards compulsory.

Connectivity incentivized development allows the developer to maintain a consistent number

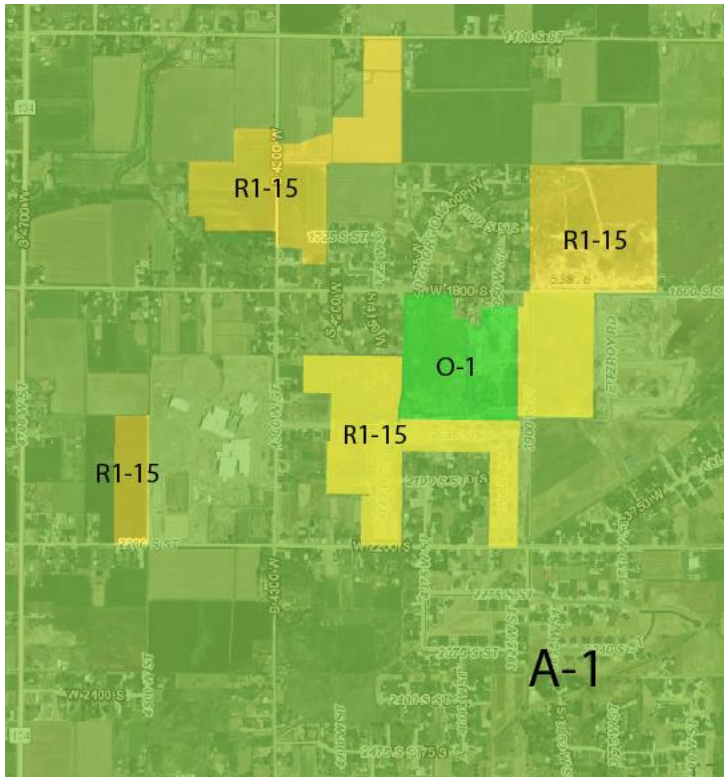
<sup>2</sup> Weber County Code Section 104-2-1.

<sup>3</sup> Weber County Code Section 104-12-1.

of lots while still placing streets, pathways, and open spaces where they are most optimal given the specific site and surrounding area characteristics.

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

**Figure 5: Staff-Proposed Zoning Map and the Subject Parcel(s).**



Weber County Code has six general decision criteria for determining whether a rezone is merited. They are as follows:

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

The following is an analysis of the proposal in the context of these criteria.

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

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

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

*"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."<sup>4</sup>*

<sup>4</sup> Western Weber General Plan (p. 21)



**Figure 6: Future Land Use Map (Western Weber General Plan).**



**Figure 6** displays an excerpt from the Future Land Use Map of the general plan. The applicant's proposed phase 6 is outlined in red, and the other phases of the Taylor Landing development is outlined in black. At the time of the plan's creation, the subject property was designated as parks/recreation because it was open space previously approved in a cluster subdivision. Recent rezones of land designated as parks/recreation have generated discussion about possibly needing to change the general plan first before rezoning. Given the property's current designation, the planning commission would be well justified in rejecting this zone change. The planning commission may also desire to table action on this rezone until the general plan is amended. Staff does not think the general plan change is absolutely necessary if the planning commission is comfortable with this rezone as proposed, as we can update the map later with other planned updates. The staff recommendation contemplates these three options from which the planning commission can choose.

The plan describes the parks/recreation land use designation as follows:<sup>5</sup>

<sup>5</sup> Western Weber General Plan, pg 124.

## PARK LAND ACQUISITION & DEVELOPMENT

To help meet future needs in the most cost-efficient manner, land should be secured as soon as possible to meet future park needs, which is especially critical given increasing land costs. It is recommended that no parks smaller than three acres are acquired or developed, as they are small, difficult to maintain and challenging to operate, placing a significant burden on maintenance staff and resources. Weber County should instead focus on providing Neighborhood and Community Parks to the greatest degree possible, which will offer the most "bang for the buck" and more efficiently utilize maintenance and operations funds.



## OPEN SPACE

Open space, whether publicly or privately owned, provides physical and visual relief from the more developed areas. The area is fortunate to have the Great Salt Lake shorelines and a wide range of waterways, drainages, natural corridors and sensitive lands to serve as an open space system. Open space provides a host of ecological benefits. It helps purify the soil, water and air, can absorb and deflect noise, wind and visual disturbances, helps absorb carbon and reduces urban heat. These valuable lands ensure that natural drainages are available to convey stormwater and assist with stormwater infiltration into the soil. Open space is also important for protecting critical habitat and, when carefully developed with trails, can serve as connections to parks and neighborhoods.

According to public input, the preservation and incorporation of open spaces into the future community structure is important to Western Weber residents. To meet this desire, open space should be acquired and preserved as opportunities arise, providing places to extend the parks and trail system, preserve waterways, natural drainages and viewsheds, and preserve agricultural land in the community.

The applicant's request better fits the medium-to-large residential lot designation. The plan describes this land use designation as follows:<sup>6</sup>

### MEDIUM-TO-LARGE RESIDENTIAL LOTS



Image 15 - Medium-sized Residential Lots

When reviewing the future land use map, the biggest proposed land acreage change is in West Central Weber. Most of the area is proposed to become medium-to-large residential lots. In the Uintah Highlands, the area on the map with this designation is already mostly developed as 15,000 square-foot lots. The same or a similar development pattern should be expected for all areas with the medium-to-large residential lot designation.

Rezoning property to a zone more reflective of the medium-to-large residential lot designation is not intended to be freely available to any landowner within the designation. Rather, it should only be offered to land that provide commensurate public investment.

When granting a rezone to a zone that provides greater land-use rights, the outcome, whether intentional or not, is a greater or more marketable land value. One criticism of development is that it creates profits for the landowner or developer while adding costs to the community. To address this concern, a land owner or developer looking to rezone into this zone should be required to provide a public benefit that is commensurate with the benefits the landowner or developer will enjoy by developing.

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

<sup>6</sup> Western Weber General Plan, pg 37.



while implementing for the public the benefits of these principles. Because the general plan is *general* in nature, no one principle is absolutely mandatory except when otherwise 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.
7. Renewable energy.

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.*

While this proposal is anticipated to be exclusively single-family residential, the flexible lot standards of the R1-15 zone and connectivity incentivized subdivision will help the developer create a wide variety of lot sizes. Smaller lots will be more affordable than the larger lots, which in turn will allow the developer to market to prospective single-family homeowners that are at different stages of life.

- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*

The applicant has not proposed any moderate income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, potentially as small as 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing within the development, the requirement can be inserted into the proposed development agreement and should be captured in the planning commission's motion.

One potential way of helping with affordability is the applicant's proposal for smaller lot widths. The R1-10 zone allows lot widths to be reduced to no less than 60 feet. The applicant is asking for a deviation from this rule to no less than 50 feet. If favorable, this should be accounted for in the development agreement.

- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*

Staff's analysis of this is provided in greater detail elsewhere herein.

- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*

As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs and permanent dead-end streets. More on this later in this report.

- *Large and meaningful open space areas with improved parks, recreation, etc.*

Other recent proposals to rezone properties within cluster subdivisions in this area have been expected to compensate the community not only for the impact of the new proposed lots on community open space, but also the loss of the open space itself. In other words, the planning commission has considered the turnover of open space preservation parcels within cluster subdivisions as a double community impact worthy of double the compensatory offset of the impact. Thus, simply rezoning phases four, five, and the new phase six to the R1-15 zone without further open space considerations may not adequately compensate for the impact of those phases on the community. For example, the proposal to flip the open space area in both Halcyon Estates and Winston Park led to the conclusion that the developer should either provide a financial donation that is double what would otherwise be expected per each new lot, or provide a one-to-one financial donation for *all* of the lots within the

original boundary of the subdivision, both those previously approved as well as new. While Halcyon's proposal has yet to gain traction, the Winston Park developers have committed to providing a 1:1 contribution for all of their lots previously platted as well as all lots that are proposed to be platted over the land otherwise preserved as open space. They also are contributing a small amount of open space within their development to the park district.

While these other negotiations do not set a precedent on what should occur for the applicant's proposal, they do provide valuable context when considering how to best help the applicant accomplish their goal while adequately compensating the community for the loss of open space.

For compensation, the applicant is proposing to donate their individually owned agricultural open space parcels attributable to phases one, two, and three of the Taylor Landing Cluster Subdivision to the West Weber Park District. If considering this in the context of previous proposals and within the context that individually owned open space is equal to park open space under the cluster subdivision ordinance, the planning commission could determine that this donation is insufficient for the overall impact of the loss of phase four and five's open space, as it is a donation of land already preserved as community open space.

To conceptualize adequate community compensation, it may be beneficial to analyze the sufficiency of the applicant's proposed donation in the context of generalized dollar amounts. Even though the cluster subdivision ordinance considers the individually owned open space as equal to park area open space, there is certainly some value imbued in the ability for the public to use the open space as a public park. The value of individually owned open space to the community can essentially be distilled down to the reserved viewshed and reduced development impact. The value of useable park open space not only includes viewshed preservation and impact reductions, it also provides the benefit of community recreation and leisure opportunities. The general plan prioritizes useful park open space over most other types of open space<sup>7</sup>. Thus, from a financial perspective, a park likely carries a higher beneficial value over individually owned open space.

The new phase six will have 72 lots, phase four has 28 lots, and phase five has 31 lots, for a total of 131 lots. Recently adjusted calculations for the cost of park improvements shows that creating a park level of service of 10 acres per 1000 population, as prescribed by the general plan, lends to a per dwelling unit cost of about \$7,500. This, multiplied by 131 lots, equals a value of \$982,000. This shows that if keeping up with the desired level of service, these 131 lots equals a community park and open space cost of about \$1M. Plugging this cost into the applicant's proposal, we might find that the current value of agriculture-only (no development potential) property is about \$30,000 per acre.<sup>8</sup> About 9.50 acres of the open space preserved for phases one through three are already owned by the West Weber Park District. This means that only about 22.31 acres of the total 31.81 acres should be counted toward the applicant's donation. 22.31 acres multiplied by \$30,000 per acre equals a financial contribution to the park district of about \$669,300. This means that the applicant's proposed contribution might be low by about \$312,700.

If the planning commission wants to review this in the context of all six phases of Taylor Landing, with the addition of the 72 lots in phase 6 there are 214 lots total. The planning commission could determine that this would equal a financial impact that may be closer to \$1.6M, a deficit of almost \$1M.

Whatever final open space determination and recommendation the planning commission might decide to give to the county commission, the planning commission should be aware that the West Weber Park District has indicated that they are agreeable to the proposed donation as sufficient compensation. They are eager to use the donation to create a 31.81 acre regional park complex. They are also working with the developer to acquire other assets that they are not yet ready to make public which may provide them equitable compensation overall. The planning commission could consider the park district's satisfaction as sufficient for community open space considerations.

- *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. 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 will help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. From the general plan:

*While planning for growth county leaders should be cognizant of the impact that new buildings and cars have on air quality. Not only will better street efficiencies help reduce air pollution as previously*

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<sup>7</sup> Western Weber General Plan, pg. 131.

<sup>8</sup> This value is based on staff's review of the Weber County Assessor's valuation of other individually owned open-space parcels in the area.

*mentioned (approximately 42 percent of air pollution results from automobile uses), increasing the efficiency of buildings will further help reduce pollution sources. Approximately 30 percent of the area's poor air quality is created by residential and residential supporting uses.<sup>9</sup>*

Staff suggests buildings be built to an efficiency rating that is compliant with one climate zone greater than currently prescribed for the area.

- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*

Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. The general plan provides the follow on this subject:

*Supporting the local electrical grid with renewable resources will help the area become more energy independent. While it is unlikely the area will ever be fully energy independent, energy resources to provide for an increasing population is and will continue to become more important. As one of the most arid states in the nation, the solar index of the planning area is also optimal for photovoltaic power generation. Solar generation should be a consideration when the county considers development proposals that seek above the zone's minimum allowance.<sup>10</sup>*

Staff recommends requiring rooftop solar panels, as well as power storage capabilities such as a solar-charged battery. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing.

- *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 and the donated park area accomplishes this.

One additional item from the general plan for the planning commission to consider on this point: When a limited access collector or arterial street serves a single-family residential area, these types of streets are likely to be lined with rear and/or side yards. As a result they can trend toward a less attractive aesthetic. The general plan suggests landscaping, fencing, and street art be located along limited access collector and arterial streets to enhance a greater sense of community character and aesthetic. Because the county does not currently have the organizational or financial structure to operate and maintain all of these street improvements, it's advisable to be selective. Staff are working with the Winston Park Developers on a fence or wall that will line 1800 South along the rear lots of their development. The planning commission can require this developer to follow suit.

- *Use of transferable development rights from agricultural lands identified for protection.*

The applicant has not suggested the use of any transferable development rights.

***(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.***

As can be observed from aerial imagery and the current zoning map, this rezone is consistent with other recent rezones of property in the area, and is generally consistent with the lot area of the existing Taylor Landing development to the west, the Winston Park development to the east, and the approved development of Stagecoach Estates to the north. The DeGiorgio subdivision is an older development also to the north and west of Stagecoach Estates. It is comprised of one-acre or greater residential lots. Given that a residential use generally tends to create the same impacts as other residential uses regardless of lot size, while this proposal will be denser, it is still likely to be compatible with the character of that development as well.

***Dark sky considerations.***

The general plan advocates for outdoor lighting throughout Western Weber area to be dark-sky friendly. Specifically, it states:

*Although finding relief from skyglow resulting from the adjacent urbanized Wasatch Front may be a challenge, many residents of West Central Weber expressed their desire to preserve the appearance of the night sky as it is now. If new development in the area follows the same dark sky*

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<sup>9</sup> Western Weber General Plan, pg. 49.

<sup>10</sup> Western Weber General Plan, pg. 49.

*regulations already applicable in the Ogden Valley, then future residents might be able to enjoy star gazing like current residents can. At the very least, adopting dark sky regulations will help keep new development from creating additional skyglow. The Wasatch Front's ever increasing skyglow is already threatening the North Fork Park's Bronze status as designated by the International Dark Sky Association.<sup>11</sup>*

The staff recommendation includes a provision for this development's compliance with the county's adopted outdoor lighting code, which is not currently mandatory in the western weber area, but can be made applicable to this development through the development agreement.

**(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 thereafter.

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

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

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

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

**Streets.**

**Figure 7** provides an excerpt of the area from the Future Streets and Transit Map of the general plan. 1800 South Street is the collector street that is likely to be most affected by this proposal. It is designated on the general plan as a minor collector. The applicant will be required to upgrade their frontage along this street to currently adopted standards.

The future 5900 West Street is also shown as a minor collector in the general plan; however, because of the limited direct connection running south of 2200 South Street, it is likely this street will only become a major neighborhood street. For this reason, the Stagecoach Estates development to the north is being allowed to dedicate and build 3900 West Street to the major residential standard. As such, so should it be through this development. The concept plan shows that this development will pick up 3900 West Street from where it intersects 1800 South Street at the entrance of the Stagecoach Estates development, and extend it southward to where it will intersect with 2200 South.

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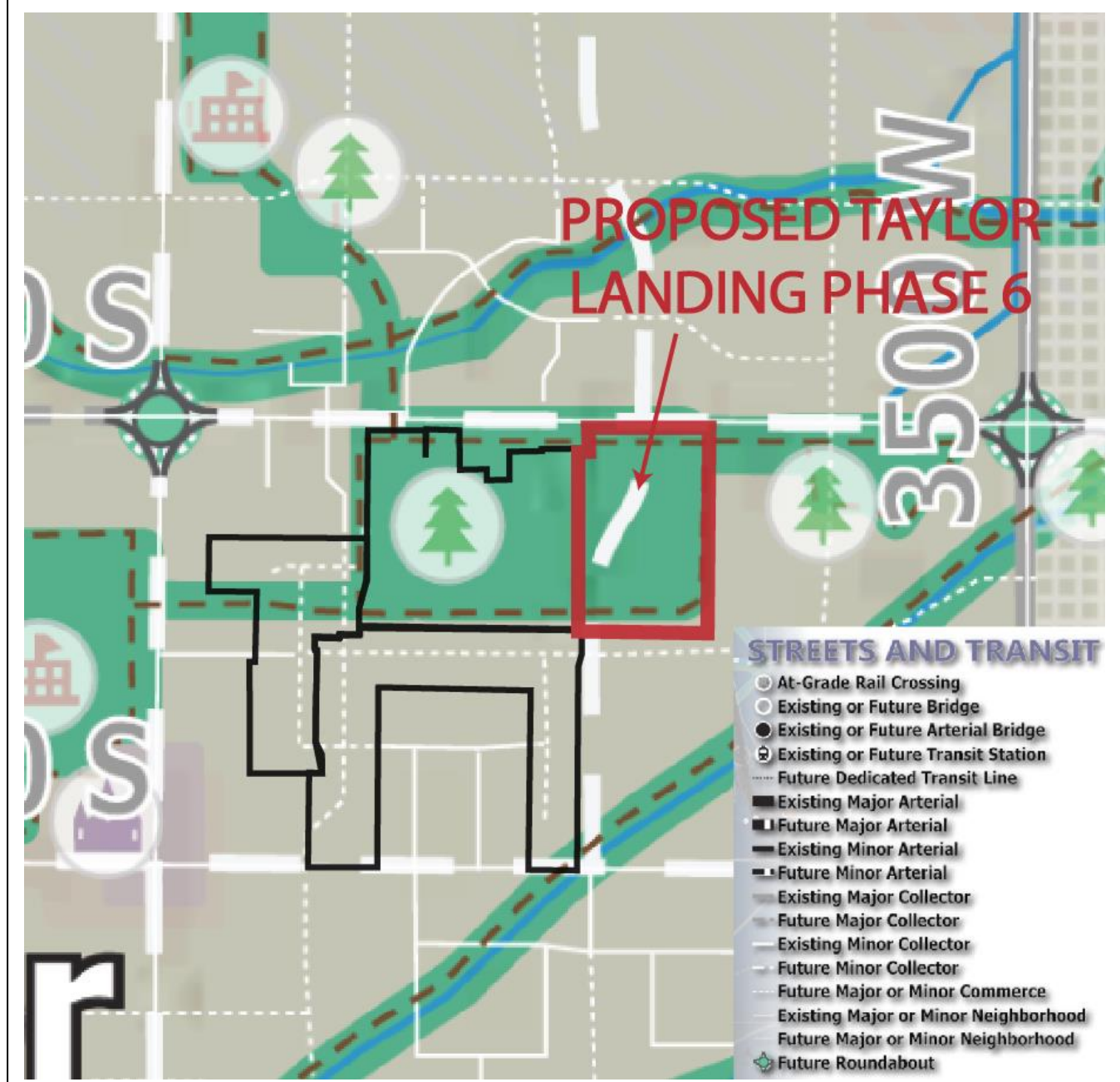
<sup>11</sup> Western Weber General Plan, pg. 47.



Staff recommends that the applicant's portion of 5900 West is installed all the way to 2200 South as part of this development and development agreement.

In addition to the greater planned street network as shown on the Future Streets and Transit Map, the plan advocates for frequent street connections within neighborhoods. Newly adopted connectivity standards require that

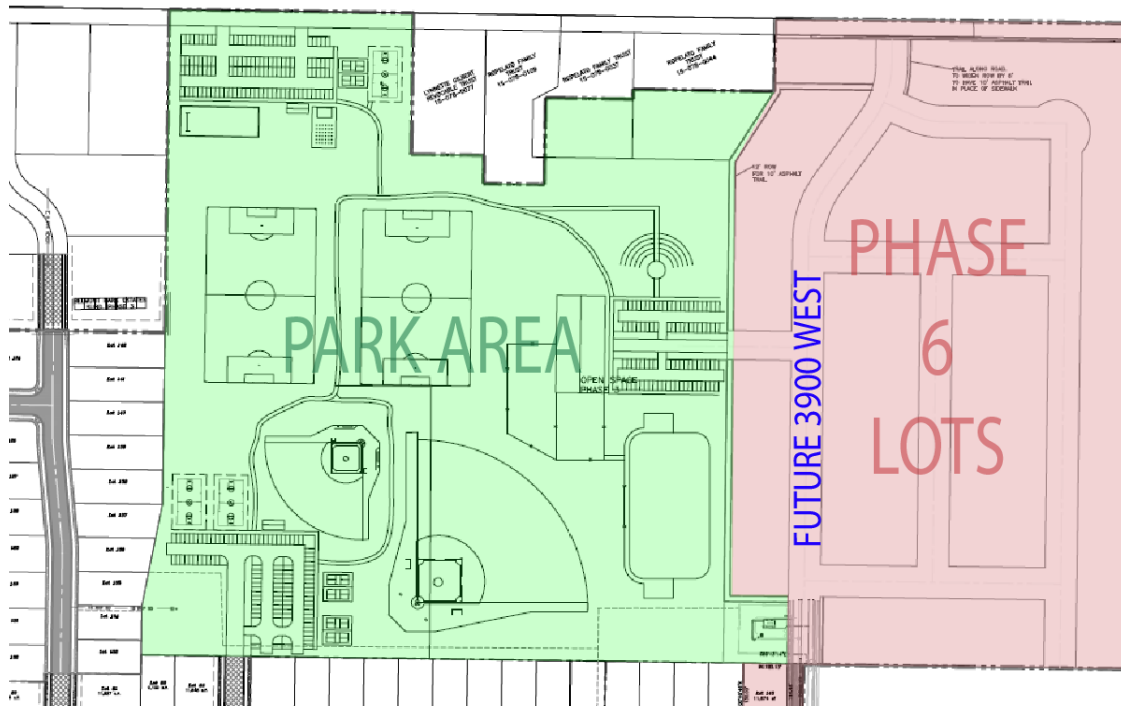
**Figure 7: Future Streets Map (Western Weber General Plan).**



street intersections be located no greater than 660 feet from each other. The applicant's proposed concept plan for the new 72-lot development is illustrated in **Figure 8**. The applicant worked with staff to locate the street connections for optimal connectivity given the existing layout of the property in the context of adjacent properties.

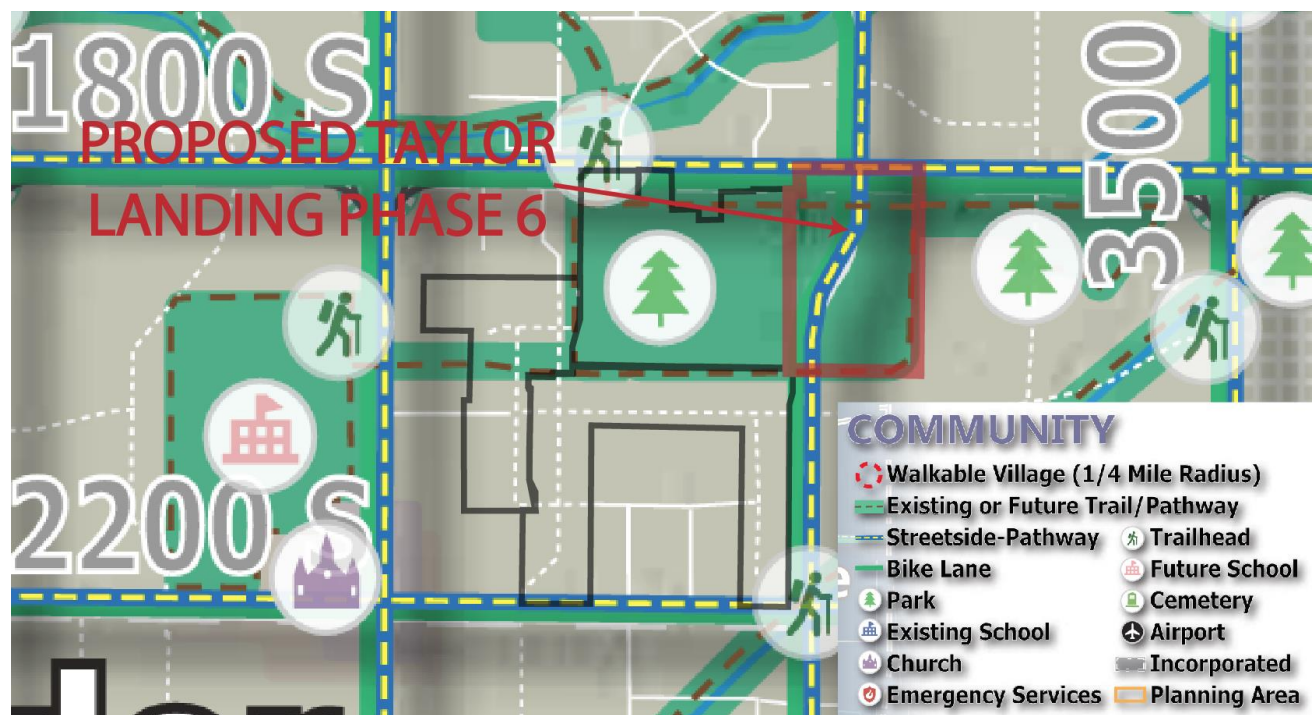
Due to the layout of the neighboring development to the east, there is little ability to provide an eastern street connection to that development, but the applicant has otherwise provided for the 660 foot standard within the development and is proposing connections westward, northward, and southward.

Figure 8: Proposed Phase 6 Concept Plan.



The county is still in the process of developing and adopting a standard street cross section. The staff recommendation includes a provision for the applicant to work with the county to settle on a street cross section design in the development that is similar in nature to what others in the area are doing. Staff also recommends the undergrounding of any existing overhead power both within the project area as well as in adjacent street rights-of-way.

Figure 9: Future Active Transportation, Parks, and Recreation Map (Western Weber General Plan).





## Pathways.

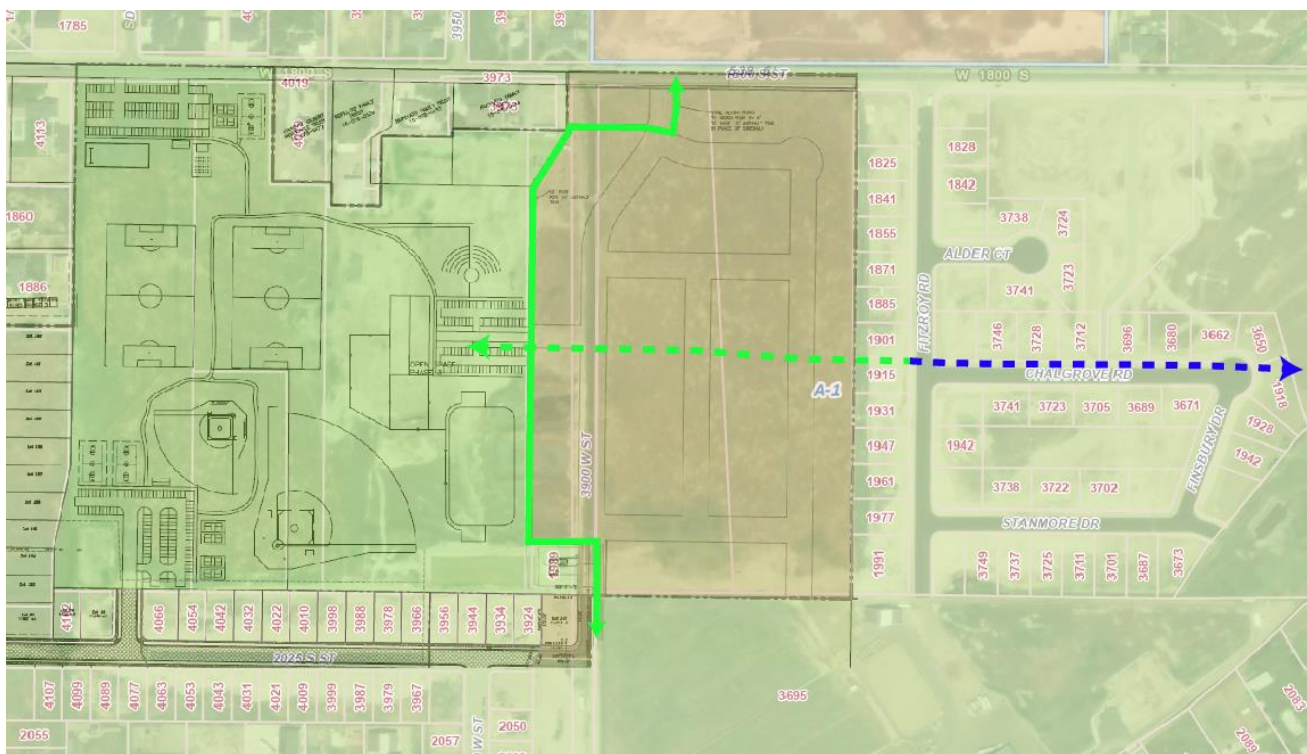
**Figure 9** provides an excerpt of the area from the Future Active Transportation, Parks, and Recreation Map of the general plan. It shows that both 1800 South Street and 3900 West Street should be lined with bike lanes and a 10-foot wide pathway.

In addition to the regional trails shown on the Future Active Transportation, Parks, and Recreation Map, the plan calls for neighborhood pathways and pathway connections. Adopted connectivity standards require pathway intersections (where pathways meet each other or sidewalks) no greater than 400 feet from each other. The Stagecoach Estates subdivision to the north will include a 10-wide pathway on the east side of the future 3900 West Street. The developer of that subdivision is also required to install a rapid flashing beacon and crossing on 1800 South to connect this pathway to the southeast corner of 3900 West, where it will be picked up and continued through this applicant's development. The southeast corner of the 3900 West and 1800 South intersection appears to be less than 400 feet away from the eastern edge of the applicant's development. Therefore, another north/south pathway might not be needed through this development.

However, to better benefit the connection to the park, Staff asked that the 3900 West Street pathway deviate from the east side of 3900 West Street westward toward the eastern edge of the new park, then run south through the park to later rejoin 3900 West Street on the southern edge of this project. This pathway alignment is illustrated with a green solid line in **Figure 10**. This deviation lengthens the distance between this pathway and the eastern edge of the applicant's development beyond the 400-foot maximum. Because staff asked the applicant to move the pathway from 3900 West Street to the park where it would have complied, staff has not asked for an additional north/south pathway. The planning commission could, however, require it if desired.

Similar to the street situation, the configuration of the existing subdivision on the east of the applicant's proposed development does not provide an east/west pathway connection. To meet the minimum 400-foot distance standard, staff has suggested that perhaps the applicant should extend an east/west pathway connection to their eastern street. The applicant has requested to not be required to install this pathway extension, explaining that the proximity of their internal streets to this pathway location should suffice for pedestrian connectivity to the eastern side of their development, and that the expense to provide this east/west pathway connection is not justified due to the few residences it will actually serve because there is no existing through connection to Winston Park development to the east. Staff is working with the owners of various lots in Winston Park, and it may be possible to secure a pathway through one of the western lots. Given the new connections the county is negotiating within the Winston Park

**Figure 10: Potential Pathway Connectivity.**



development, getting this pathway connection could very well result in the eventual pedestrian connection of all development from 3500 West to the new park in a manner that completely avoids 1800 South Street. This could become a critical connection for the block if successfully implemented. Staff's recommendation reflects this possibility.

#### Police and Fire Protection

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

#### Stormwater Drainage Systems

This is not a usual consideration for a typical rezone, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

#### Water Supply

The property is within the Taylor West Weber Water Improvement District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve. The letter, attached within Exhibit A, provides a general list of infrastructure improvements that will be needed and conditions and requirements that will be expected of the developer in order to gain access to this service. One important expectation of the district is for the property to be served with secondary water by Hooper Irrigation Company or another similarly qualified irrigation company. The property is within Hooper Irrigation Company's service area, and the applicant has submitted an acknowledgement letter from them, also provided in Exhibit A.

#### Wastewater

The project is proposed to be served by the existing sewer lift station in the Taylor Landing development. From there it will be conveyed to the Central Weber Sewer Improvement Districts infrastructure.

#### Refuse Collection

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

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

There are no known natural or ecological resources or sensitive lands in this proposed area.

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

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

### **Staff Recommendation**

After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of a rezone of the entire Taylor Landing development to the R1-15 (residential) zone, except for the 31.8 acres reserved for park area, which is recommended to be zoned O-1 (open space). If the planning commission is favorable to the rezone, it may desire to table a formal recommendation pending a proposed general plan amendment. If the planning commission does not consider the rezone favorable, the planning commission should deny the application.

Staff's favorable recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. Concept plan update: Show an east/west pathway connection that connects the park on the west directly through this development to western edge of the Winston Park subdivision.
2. Parks, open space, and trails:
  - a. Include a provision in the development agreement that requires the east/west pathway connection from the park on the west through the development and to the western edge of the Winston Park Subdivision as long as the county is able to acquire the right of way through one of those western most lots in Winston Park. Waive the requirement in its entirety if a through link cannot be obtained.
  - b. Donation of the proposed park open space to the park district should occur prior to any plat being recorded for the property
  - c. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.
3. Streets:
  - a. The applicant's portion of 5900 West should be installed to 2200 South as part of this development and development agreement.
  - b. Any lot that rears or sides on 1800 South Street should be screened with an attractive fence or wall that is visually consistent with other proposals in the area.
  - c. 1800 South Street should be dedicated and designed as an 80-foot right-of-way.
  - d. Streets should be stubbed to adjacent property as shown on the concept plan.
  - e. The applicant should work with staff to create a street cross section for the streets in the project. The street cross sections should generally reflect those adopted in recent development agreements.
  - f. All overhead power both within the project and within any street right-of-way or utility easement should be undergrounded.
4. Lots:
  - a. Lots widths may be allowed to be decreased to no less than 50 feet.
5. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
  - a. Have solar panels and backup batteries installed prior to certificate of occupancy.
  - b. Be constructed with HVAC systems and water heaters that have a minimum 95 percent efficiency rating.
  - c. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
6. Weber County's outdoor lighting code should be applied to all lighting in the project.

Staff's recommendation is offered with the following findings:

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

## Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2024-03, an application to rezone approximately 104.54 acres of land located at approximately 3900 West 1800 South, from the A-1 zone to the R1-15 zone and approximately 31.81 acres of land to the O-1 zone, as illustrated in Exhibit C.

I do so with the following findings:

*Example findings:*

1. *The changes are generally 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 general plan future land use map is not intended to provide survey-level accurate designations, and this proposal is close enough to the appropriate land use designation.*
4. *The changes will enhance the general health and welfare of Western Weber residents.*
5. *[\_\_\_\_\_ 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 #ZMA2024-03, an application to rezone approximately 104.54 acres of land located at approximately 3900 West 1800 South, from the A-1 zone to the R1-15 zone and approximately 31.81 acres of land to the O-1 zone, 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: 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 #ZMA2024-03, an application to rezone approximately 104.54 acres of land located at approximately 3900 West 1800 South, from the A-1 zone to the R1-15 zone and approximately 31.81 acres of land to the O-1 zone, as illustrated in Exhibit C. **I do so with the following findings:**

*Examples findings for denial:*

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

#### **Exhibits**

Exhibit A: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.



# EXHIBIT A APPLICATION DOCUMENTS

## **Taylor Landing Phase 4 & 5 (including open space parcels) Rezone Narrative**

### **Overall Project Vision**

The overall vision of the project is to reconcile the previously approved plan to better align with the Weber County Masterplan. It would allow for greater road connectivity, pathways and great contributions to the Parks Department.

### **Compliance with the General Plan**

The newly redesigned concept is in compliance with the General Plan based around the allowed R-1-15 zone, focused on fulfilling the Smart Growth Practices which allowed for responsible addition of lots, providing parks and open space that can be utilized for the greater good of the community.

The present zoning should be allowed to be changed based on the new concept of the community can more appropriately address the needs for new and additional road connectivity and the demand of public open spaces and parks.

Making the zone change would be in the public interest for multiple reasons. The development will be creating connectivity that seems to be crucial to the General Plan, preserving, and building master planned roads that facilitate connectivity currently being sought after by the General Plan. It is our intent to donate a large number of acres to the Parks Department and make sure there are appropriate stub-outs for the parks to access utilities.

The new concept for this project can better the welfare, health, and safety of the Weber County inhabitants. In this area of Weber County there is a need for public use of land which we can provide by donating not only land to the Parks department but creating and financing the access to land, pathways, trailhead and restrooms. We would be able to provide safe access to the river pathway but also having areas of public land, families and everyone can enjoy what nature has to offer in the own backyards which promotes healthier living.





## Taylor West Weber Park District

October 5, 2023

To Whom it May Concern,

**Heritage Land Holdings LLC** (the "Developer"), proposed to the Board of Trustees of the Taylor West Weber Park District (the "District") a donation to the District as part of its proposed rezone of the development of the **Taylor Landing Cluster Subdivision**, located within the District boundaries (the "Subdivision"). The District Board discussed and voted on the proposed donation in an open and public meeting.

The District will accept from the Developer a donation of parcels 157920021, 157980030, and 150780182, which are located within the Subdivision. The donated parcels will allow the District to develop a large public park for the benefit of the new residents of the Subdivision and surrounding communities.

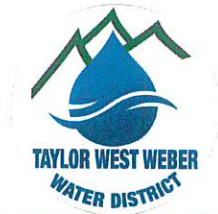
In exchange for the donation, the District hereby declares its support of the proposed rezone of the Subdivision's Phases 4 and 5 to R1-15 and the associated rezone for parcels 150780185, -86, -87, and -89. This declaration is only valid to the extent that it satisfies Weber County's conditions for the rezone and the County's associated development agreement. If the Developer does not provide the donation to the District, then the District withdraws its support of the proposed Subdivision and rezone.

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

Sincerely,

A handwritten signature in blue ink that reads "Roger Heslop".

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



**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668  
11/14/2023**

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 a notice of intent to request rezone for an area known as Taylor Landing open space with a park in Taylor, Utah. This application is adjacent to Taylor Landing Phases 4&5. Attached is a map of the area, it has approx. 72 lots and a park The District has the capacity to support this area to be rezoned to approx. 1/3 acre lots for culinary use only. The area needs to have pressurized secondary water supported by either Hooper Irrigation or a qualified Irrigation Company making this application supportive. Once a plan is presented a review will need to be completed. The District board of directors and the engineer must review the plan before it is approved. The District board of directors may indicate other requirements so a revised letter may be issued. This is in no way a letter of feasibility for a subdivision or will serve of any kind, this is only a letter of acknowledgment supporting the application to rezone the area. If you have any questions, feel free to contact me.

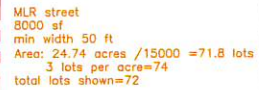
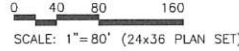
Best Regards,

A handwritten signature in blue ink, appearing to read "Ryan Rogers".

Ryan Rogers  
Manager  
Taylor West Weber Water Imp.



AREA Requesting  
Rezone



CONFIDENTIAL

NO.	REVISIONS / SUBMISSIONS	DRAWN :
		PROJECT NO. :
		COD FILE :

OR LANDING  
STER SUBDIVISION  
MASTERPLAN

DATE : SEPT,2023  
DRAWING No. 2



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

December 7th, 2023

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

RE: Plat Change Acknowledgement – Taylor Landings Subdivision, PH 4 & 5

Hooper Irrigation has been provided with revised plans for Taylor Landings Phases 4 & 5. The previous plat plan showed common areas reserved in both phases 4 & 5, however those common areas will now be revised to building lots. The former common areas will be amended to phases 6 & 7, so the current building lots for phases 4 & 5 will not change.

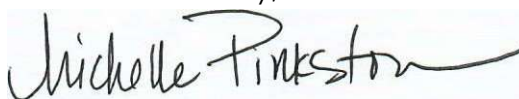
The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision phases.

A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned in to Hooper Irrigation.

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 B CURRENT ZONE MAP



R1-15

R1-15

# A-1

# EXHIBIT C RECOMMENDED ZONE MAP



