



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-01, an application for a zoning map amendment application and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and Open Space (O-1) Zone.

Agenda Date: March 11, 2025

Applicant: Fenex Development and Flagship Homes; Jeff Meads and Kameron Spencer

File Number: ZMA2024-01

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/19401>

Property Information

Approximate Address: Approximately 1400 South, 7500 West

Current Zone(s): Agriculture (A-3) and Large Solar Energy System Overlay Zone (SOZ)

Proposed Zone(s): Master Planned Development Overlay Zone (MPDOZ), and a all Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and Open Space (O-1) Zone

Adjacent Land Use

North: Union Pacific Railroad	South: Ogden Bay
East: Weber River and Agriculture	West: Large Lot Residential and Agriculture

Staff Information

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Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures	§Title 104, Chapter 26 Open Space Zone
§Title 104, Chapter 2 Agricultural Zones	§Title 104, Chapter 27 Master Planned Development Overlay Zone
§Title 104, Chapter 12 Residential Zones	
§Title 104, Chapter 22 Form Based Zone	

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 proposed rezone involves a large 1400-acre site in Weber County, which is currently divided into 18 parcels and is zoned Agricultural A-3. The rezone proposal seeks to establish several zoning classifications to accommodate diverse residential densities, urban design principles, and various land uses. The proposal includes zones for single-family residential (R1-15, R1-12, R1-10, R1-5), two-family residential (R2), multi-family residential

(R3-A, R3-S), as well as a Form-Based zone, open space (O-1), and a Master Planned Development Overlay Zone (MPDOZ).

Key Findings

1. Consistency with the General Plan:

- The proposed rezone aligns with the goals of the Western Weber General Plan, promoting careful, well-managed growth. It emphasizes a balance between development and open space.
- The development proposes a wide range of housing options, including affordable housing, and incorporates smart growth principles such as connectivity, open spaces, and dark skies.
- The plan includes significant environmental considerations, such as the creation of a 100-foot buffer along the Weber River and the creation of a trail network.

2. Compatibility with Existing Development:

- While the proposed development may not immediately match the rural character of the existing area (primarily vacant land with some large residential lots), the general plan recognizes that such changes will be necessary as the area develops.
- The proposal includes a gradual transition from medium-large single-family residential to higher-density residential and commercial zones, fitting within the general plan's vision for future growth.

3. Impacts on Adjacent Properties:

- Some concerns about adverse impacts, such as changes to the quiet rural atmosphere, increased traffic, and potential noise, are anticipated. However, the applicant has committed to mitigating these impacts by upgrading existing and installing new infrastructure, including roads and utilities, and addressing potential environmental concerns.
- The Division of Wildlife Resources raised concerns about housecats and shooting proximity to the nearby Ogden Bay. The applicant plans to help mitigate these issues by creating a 200-foot open space corridor and installing a no-climb fence to protect wildlife habitats.

4. Adequacy of Facilities and Services:

- The applicant is responsible for ensuring the development is well-served by infrastructure and services, including roadways, fire protection, stormwater management, water supply, wastewater, and refuse collection.
- Given the proximity to floodplains, the applicant is committed to addressing flood risks through FEMA coordination and onsite grading. They will also engage with the Army Corps of Engineers to assess and mitigate potential wetland impacts.

5. Environmental Considerations:

- The rezone plan emphasizes environmental sensitivity, with provisions to avoid development in flood hazard areas and to protect any wetlands that may be discovered.
- The applicant plans to preserve natural habitats or engage in appropriate mitigation if any ecological resources are disturbed during development.

6. Traffic Mitigation:

- The proposal includes new transportation corridors that will improve access to and from the site, including connections to I-15.
- The applicant will be responsible for constructing necessary roads and intersections, including their proportionate share of the cost to upgrade local intersections to handle increased traffic.

Staff Recommendation:

Staff recommends approval of the rezone based on the following findings:

- The rezone is consistent with the Western Weber General Plan and supports the vision for the area's development.

- The project offers significant benefits to the future of the community, including diverse housing options, enhanced connectivity, and environmental preservation.
- A development agreement ensures that potential impacts on infrastructure, the environment, and traffic are appropriately addressed, with clear responsibilities outlined for both the county and the applicant.

Conclusion:

The proposed rezone offers a balanced approach to development, promoting responsible growth while addressing critical infrastructure, environmental, and traffic needs. With the inclusion of a development agreement that addresses potential challenges, the proposal provides a framework for a mutually beneficial outcome for both the county and the applicant. This thoughtful, well-planned development will contribute to the health, safety, and welfare of the community

Policy Analysis

This is a proposed rezone of approximately 1400 acres. The property is currently held in 18 parcels. Parcels, ownership, and acreage can be reviewed in **Table 1. Figure 1** shows the subject parcels outlined in red on the Weber County Recorder’s reference maps.

Given the size of the property, it is advantageous to the community for it to be master planned, as the applicant is proposing. By looking at the bigger picture, master planning helps to foresee development challenges over time to provide a plan by which they can be more efficiently and more orderly addressed.

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

Zoning Analysis

The current zone of the subject property is Agricultural A-3. **Figure 2**¹ displays current zoning for the area. It also shows the configuration of the subject property within the larger context of the West Weber area. The purpose and intent of the A-3 zone is:

“The purpose of the A-3 Zone is to designate farming areas where high-intensity agricultural pursuits can be permanently maintained.”²

The proposed zones for the property and their respective purpose and intent are as follows:

R1-15, R1-12, R1-10, and R1-5 (Single-Family Residential)

The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are references to the R1-12 and R1-10 zones, respectively.

R2 (Two-Family Residential)

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 a reference to the R2 zone.

R3-A (Single-Family Attached and Detached) and R3-S (Multi-Family Stacked)

The purpose of the R3 Zone classification is to provide residential areas that will accommodate the development of a wide variety of dwelling types, ranging from Single-

Table 1: Subject Parcels, Ownership, and Acreage

Parcel Number	Owner	Acres
100460007	Weber Stream LLC	320.0
100460004	Brett L & WF Cindy K Hanni	172.9
100440019	BCP Development, Inc & Lync Construction LLC	60.0
100470001	BCP Development, Inc & Lync Construction LLC	140.0
100470002	BCP Development, Inc & Lync Construction LLC	20.0
100440097	BCP Development, Inc & Lync Construction LLC	4.2
100470014	BCP Development, Inc & Lync Construction LLC	79.3
100450053	Mecham, Don & Kay	73.8
100450022	Mecham, Don & Kay	40.0
100440011	RAFTERP LLC 75%; to be held as Tenants in Common	67.5
100450035	RAFTERP LLC 75%; to be held as Tenants in Common	28.8
100440001	Dale & Inez Penrod	44.7
100450045	Dale & Inez Penrod	2.9
100450041	Dale & Inez Penrod	25.7
100450037	Dale & Inez Penrod	28.9
100470014	Wilson 3 of 3-Willson Family Trust	60.0
100450054	Weaver, Jerry	40.0
100450021	Weaver, Jerry	80.0

¹ See also Exhibit B.

² Weber County Code Section 104-2-1.

Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities. The R3 zone includes the R3-A and R3-S zones. The "A" in R3-A stands for attached, and generally allows all types of residential dwellings except stacked residences. The "S" in R3-S stands for stacked, and generally allows all types of residential dwellings, including stacked, but excluding single-family detached. The R3 zone 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 a reference to the R3 zone.³

FB (Form Based)

The purpose and intent of the Form-Based Zone is to provide a form-based regulatory tool that focuses on the public street design and the buildings that frame the public street. This deemphasizes separation of land uses as is typically found elsewhere in this Land Use Code. Form-based regulations help enable a mixture of allowed uses, multimodal active transportation, and enhanced building design. Additionally:

1. Implements the general plan. The Form-Based Zone regulations are intended to carry out the objectives of the 2016 Ogden Valley General Plan through the implementation of form-based small area zoning and transferable development rights.
2. Creates street regulating plans. Each area affected by the Form-Based Zone shall be governed by a Street Regulating Plan. The purpose of the Street Regulating Plan is to address specific design and functionality of streets and building facades along these streets. The intent is to stimulate the creation of buildings and streets that frame the public rights-of-way with architectural and design elements that are unified under a common design theme whilst enabling unique building facades.⁴

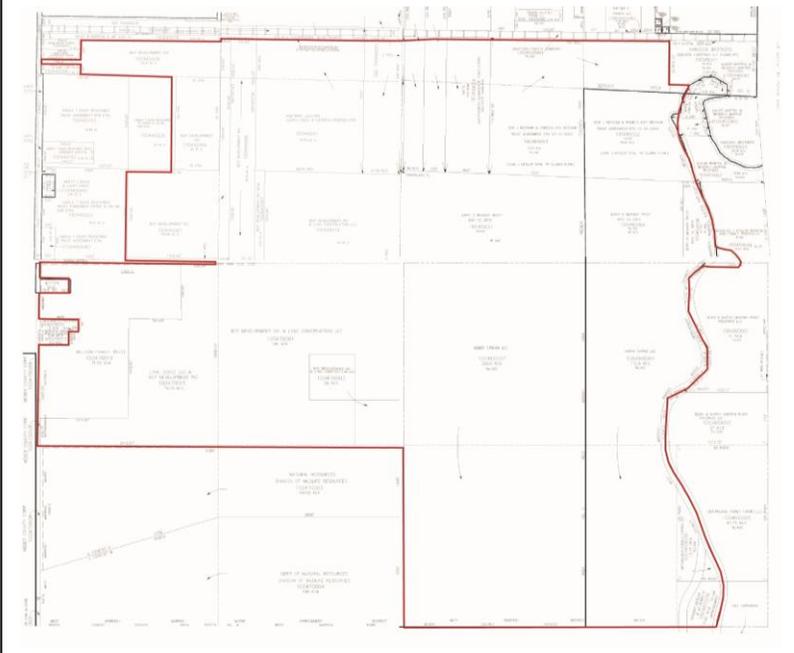
O-1 (Open Space)

The open space zone is specifically intended to encourage the preservation of a natural environment in an otherwise urban setting; to hold for future generations open space in which plants and animals can be protected and studied; to inhibit erection of unnecessary buildings on a floodplain, on areas of severe slope, areas of fault line and rock slides; to provide suitable areas for recreation and relaxation, and to alleviate stream pollution.⁵

MPDOZ (Master Planned Development Overlay Zone)

Traditional development requirements and standards provide an important level of predictability in the outcome of various different developments produced by various different developers offering various different development products. Without them, the variability in each development is likely to create less organized development patterns of multiple smaller scale developments. The purpose and intent of a master planned development is to provide a developer with voluntary alternatives to the traditional development requirements and standards of a zone while also giving the community the benefit of removing the unpredictability of unspecified alternatives by requiring a complete land development plan that comprehensively addresses the

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

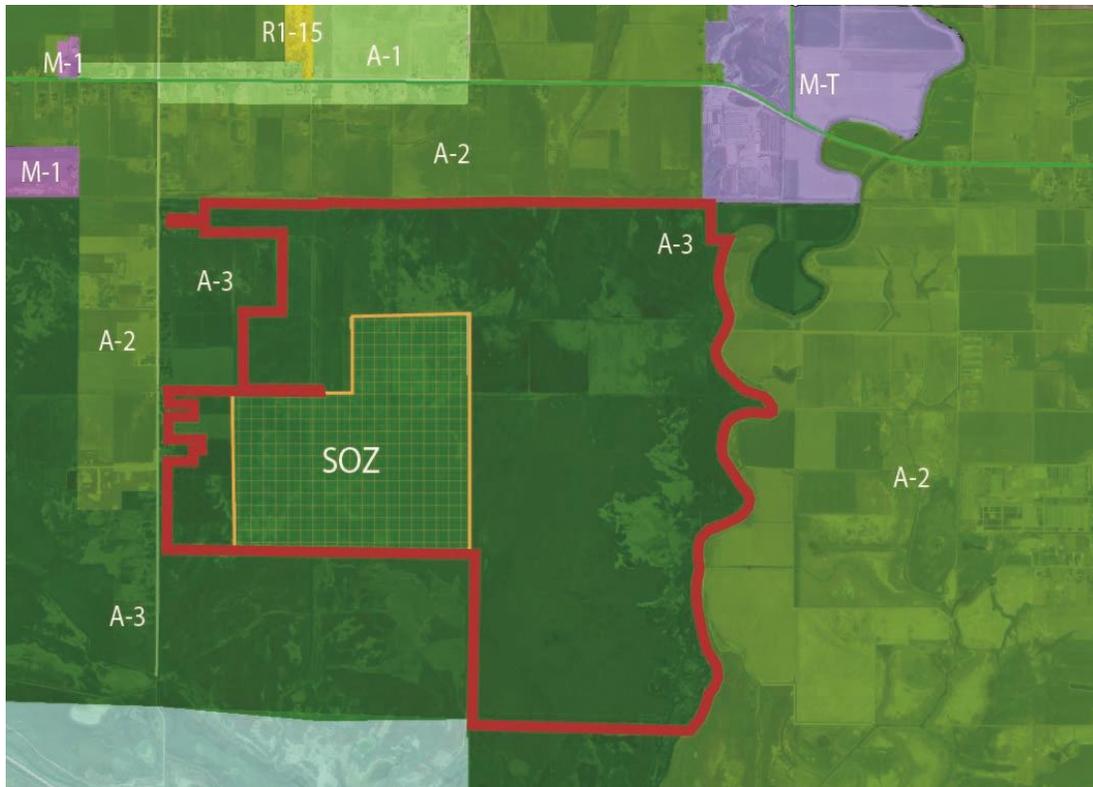


³ Weber County Code Section 104-12-1.

⁴ Weber County Code Section 104-22-1.

⁵ Weber County Code Section 104-26-1.

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



alternative development requirements and standards.

A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.⁶

The proposed zoning map for the area can be observed in **Figure 3**, with the red polygon depicting the subject property. The map illustrates how each of the proposed zones are intended to be configured.

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.

⁶ Weber County Code Section 104-27-1.

- 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.

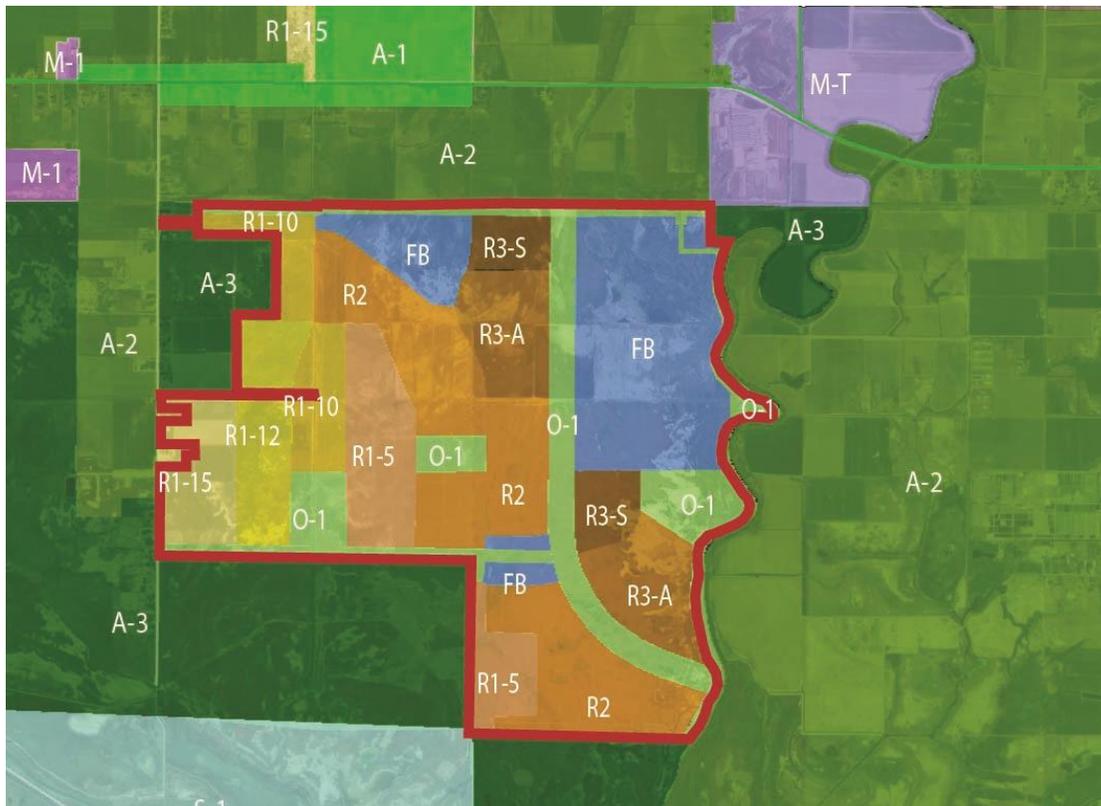
As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcomes, deviation from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

Figure 4 depicts the General Plan’s Future Land Use Map. It is the map that designates certain lands for certain future land uses. It is intended to be visual guide for how to organize development across the area. The applicant’s concept plan can be observed in **Figure 5**. A more detailed view can be found in Exhibit A – The Community Plan. It is important to review the applicant’s concept plan against the Future Land Use Map to verify compliance. Future Land Use Map lines are not survey-level accurate and should be considered fairly flexible as long as the intent remains unchanged. While the map shows the designations, the plan document itself explains them in greater detail. It also explains the community vision.

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

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



sizes and property uses that address the need for places for living, working, and playing in a growing community.”⁷

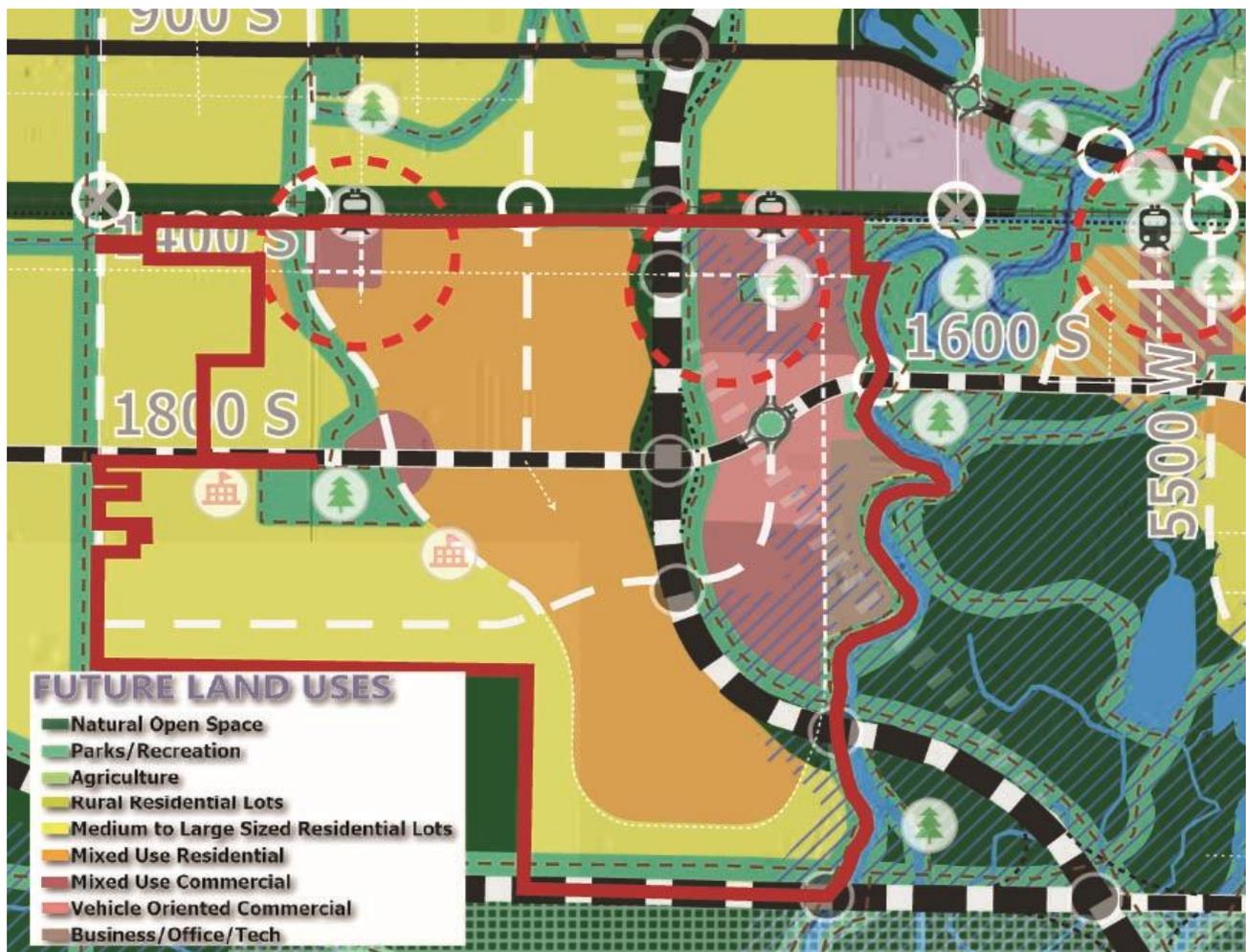
The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing for the public the benefits of these principles. Because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

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.

Figure 4: Future Land Use Map



⁷ Western Weber General Plan (p. 21)

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

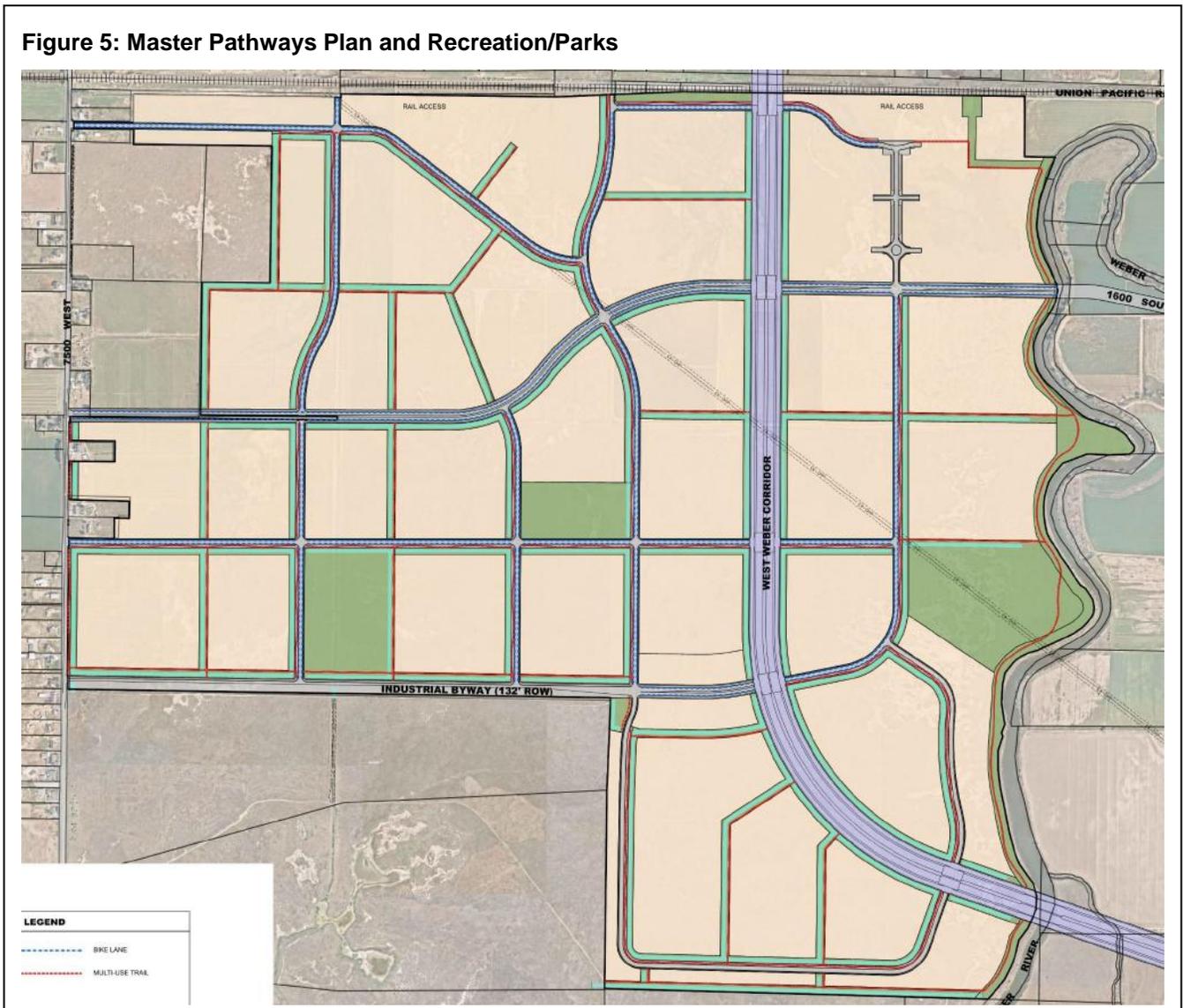
The following is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed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

Provision for a wide variety of housing options. It is arguable that this project provides for the widest of variety of housing options. It is proposed to contain everything from med-large lot single-family residential through stacked multi-family residential. It is also proposing residential flats above commercial uses.

Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing. The residential zones were all recently modified to codify flexible lot standards. It can be expected that this development will provide as wide a variety of lot sizes as it will residences. From a market supply perspective, this development is situated to help the County resolve some of its housing affordability challenges. Especially given the applicant's proposed FlexHomes proposal, which is aimed at decreasing the cost to build starter homes without losing attractive architectural features, and provide owners flexible expansion opportunities as their families grow.

Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles. **Figure 5** provides the applicant's proposed backbone pathway network. It has strong pathway connectivity throughout. In a number of instances, pathways will run between lots instead of adjacent to streets, giving users a greater sense of safety away from vehicle traffic. Of great significance to the implementation of the general plan, the applicant is volunteering to reserve a 100 foot buffer of land along the Weber River for a linear nature park, and is further volunteering to construct this segment's Weber River Parkway trail, which will offer a significant regional benefit for residents beyond the borders of this project.

Figure 5: Master Pathways Plan and Recreation/Parks



Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends. In addition to the backbone trail improvements, the applicant will follow the county's standard 400-foot pathway block, which will ensure significant trail connectivity between streets and neighborhoods.

Large and meaningful open space areas with improved parks, recreation, etc. As previously mentioned, the applicant is proposing a nature park along the Weber River. This park preserves a 100-foot buffer from the river's high water mark.

As a rule of thumb, the general plan suggests that the county follow the best practice standard of providing approximately 10 acres of open public park land for every 1,000 residents. This equals approximately 400 acres of open space for this project. The applicant is proposing to create several large-acreage regional parks, as can also be observed in **Figure 5**. The proposed development agreement suggests certain specific improvements per each park as a fallback plan, but Weber County and the applicant intend to work together and with the West Warren Park District to determine the best alternative management and improvements strategies. The remaining park acreage not illustrated in Figure 5 will be in the form of smaller HOA parks and open space corridors within development areas.

Homes that have higher efficiency ratings than required by local building codes. The County has high aspirations to find ways to implement better air quality measures for buildings being constructed in the western corridor. We have applied requirements such as smart thermostats and higher energy rated appliances to some developments. However, the state's rescheck requirements are such that a home builder has a variety of options from which to select energy efficient construction materials and appliances, and it applies a balanced scorecard approach that grades the selection to determine an efficiency score. Finding ways to enhance these scores present complications beyond county resources at this time.

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. Also like building efficiencies, implementing such measures has been challenging as leaders are hesitant to apply such specific requirements to each home, citing costs and perceptions of government overreach.

Provisions that create attractive communities for the long term and that create a distinctive sense of place. In addition to significant open spaces, the applicant is proposing to have street rights-of-way landscaped in a cohesive and attractive manner. This will include street trees and a variety of xeriscape methods that focus on attractiveness without consuming significant amounts of landscape water. This landscaping will be maintained by the HOA's management company.

Use of transferable development rights from agricultural lands identified for protection. The applicant's development agreement outlines a transfer of density program for use within the project. However, it does not include preservation of any agricultural lands.

(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.

It would be challenging to argue that the proposal matches the character of existing development in the area. The area is primarily vacant land, with a few large-lot residential uses along 7500 West. Regardless of lot size, residential uses are traditionally compatible with, and most similar to, other residential uses than they are other types of land uses. This project is intended to grow from the edges inward, offering medium-large lot single-family residential in proximity to existing residences, that gradually step up into higher density residential and commercial uses.

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

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

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

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

If rezoned, the development is likely to significantly 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 for the first several phases. The smaller and denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. For the residential areas, 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.

The Division of Wildlife Resources owns and operates the land south of this development. This area is known as the Ogden Bay. Both staff and the applicant have met with the Ogden Bay manager and the area's DWR biologist to explore ways in which the development might affect Ogden Bay waterfowl operations. In these discussion, they specified a number of concerns, but the two biggest seemed to be housecats and shooting proximity. Housecats pose a threat to the bird habitat, as cats are a significant predator of birds. For shooting proximity, they expressed concern that the development will decrease their huntable area because it is not lawful to shoot within 600 feet of an inhabited building. The development will effectively decrease their huntable area by approximately 160 acres. They have requested that no inhabited structure be built within 600 feet of their property, which inversely will apply a development restriction on 160 acres of the applicant's property.

In an attempt to address both concerns, the applicant has agreed to provide a 200 foot open space corridor on their southern boundary, and to construct a no-climb fence on the common property line to help keep cats from entering the nesting areas. DWR is planning to submit additional information for the planning commission's consideration.

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. The following explains how.

Roadways/Traffic.

Figure 6 shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and surrounding area, the plan recommends securing the West Weber Highway Corridor and the 1800/1600 south corridor for long-term traffic challenges posed by both this development as well as the forthcoming inland port to the west. It also suggests securing area to bridge the railroad at 7100 West and 6700 West to provide adequate street connections to neighborhoods north of the tracks. A significant goal of the general plan is to find ways to reduce community divisions resulting from railroads and rivers. The applicant has agreed to reserve space for each of these.

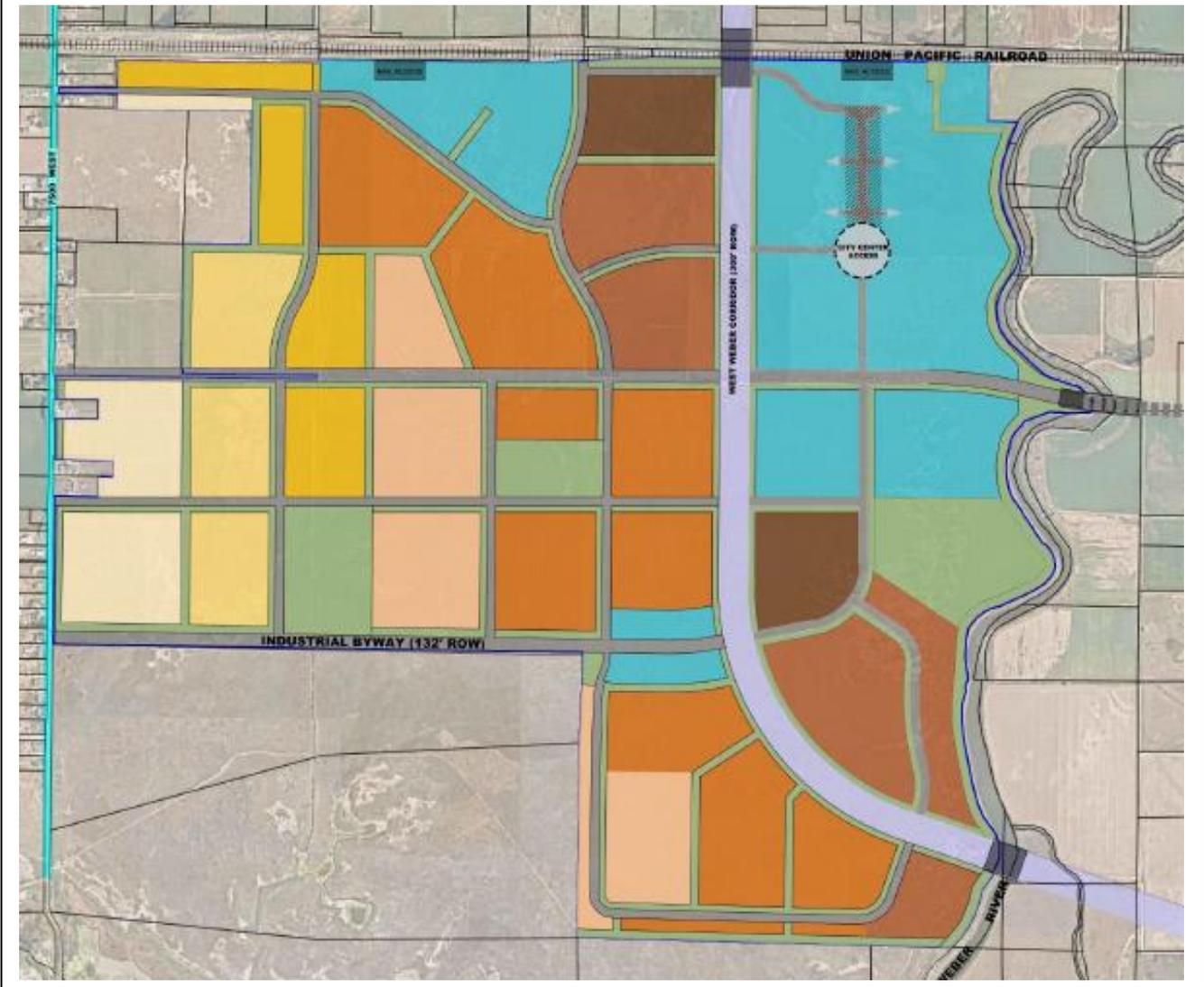
One of this property's biggest challenges is that there is currently only one road in and out (7500 West). The applicant is aware of this challenge and is committed to constructing at least two additional accesses to the project over the Weber River from the east. One at either 1800 or 1600 South, and the other at approximately 2550 South. From the river bridges westward, these streets will be the obligation of the applicant. **Figure 7** provides a concept plan alternative that shows access to the property via 1800 south instead of 1600 South.

The applicant is expected to fund and construct all roads within the development to adopted standards.

Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical residential neighborhoods. However, it should be expected that there may be an increased need for policing when the commercial uses are constructed. It can be expected that the additional revenue from the areas commercial and retail will be more than enough to provide the necessary policing services.

Figure 7: Applicant’s Concept Plan – 1800 Street Alternative



Stormwater Drainage Systems

This is not usually a requirement of rezoning. However, given the size of the project, its proximity to the Weber River, and the known floodplain hazards of the area, staff feels it is necessary to require a flood and stormwater management plan to determine the improvement that the applicant will need to construct. The applicant, sharing the same concern, has committed to conducting a thorough study and providing a complete plan to address the project’s needs at full buildout. The plan will be required prior to development on property with known stormwater issues.

Water Supply

It is expected that the property will be served by the Warren-West Warren Water District. The Promontory Commerce Center to the north of this project will be constructing a large water storage facility for the district. The applicant will be tasked with obtaining sufficient water rights or shares to transfer to the district in order for them to provide the service.

Wastewater

The project is not within a sewer improvement district. There are ongoing discussion with the Little Mountain Sewer Improvement District about annexing the property in. Whether or not the property is annexed, given Little Mountains currently limited capacity it is expected that this applicant will be required to build a sewer system for them, or create

a new district. It may be possible to convey sewer to the east to connect to Central Weber, but that has yet to be determined. No development will be permitted until a viable sewer service is available.

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.

Being adjacent to the Weber River, parts of the property could be affected by large flood events. **Figure 8** illustrates the flood hazard zones in the area. It appears that a good portion of the eastern side of the property is within the 100-year flood hazard zone. As a means of mitigation, the applicant has committed to engage with FEMA to modify the flood hazards maps. This will include the need for mass grading to bring these areas out of the flood hazard zone. The applicant has also committed to not building within a flood hazard zone.

Figure 8: Flood Plain Zones

Blue shade: Flood Hazard Zone AE – 100 year flood even hazard.

Orange Shade: Flood Hazard Zone X - 500 year flood event hazard.

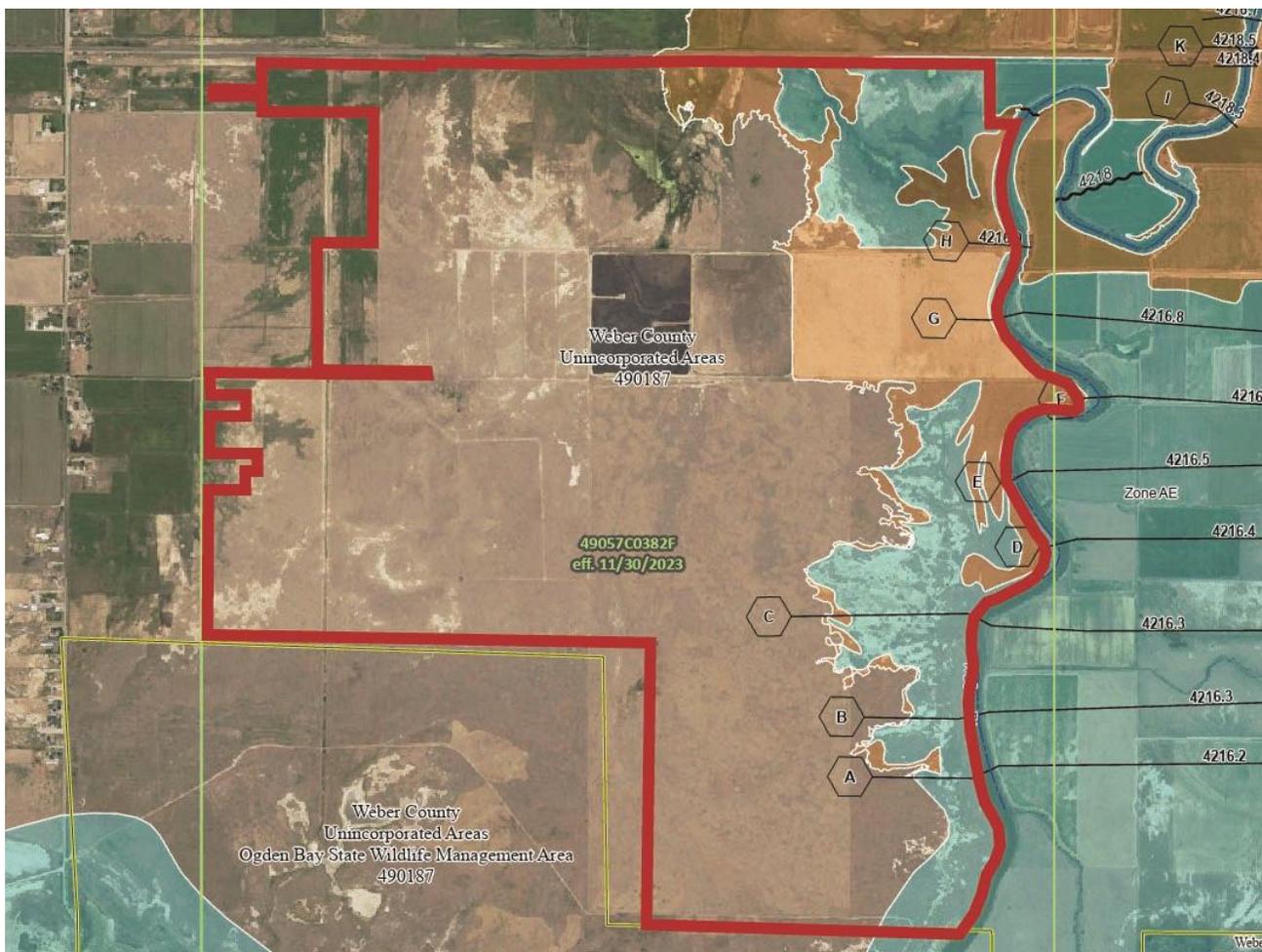
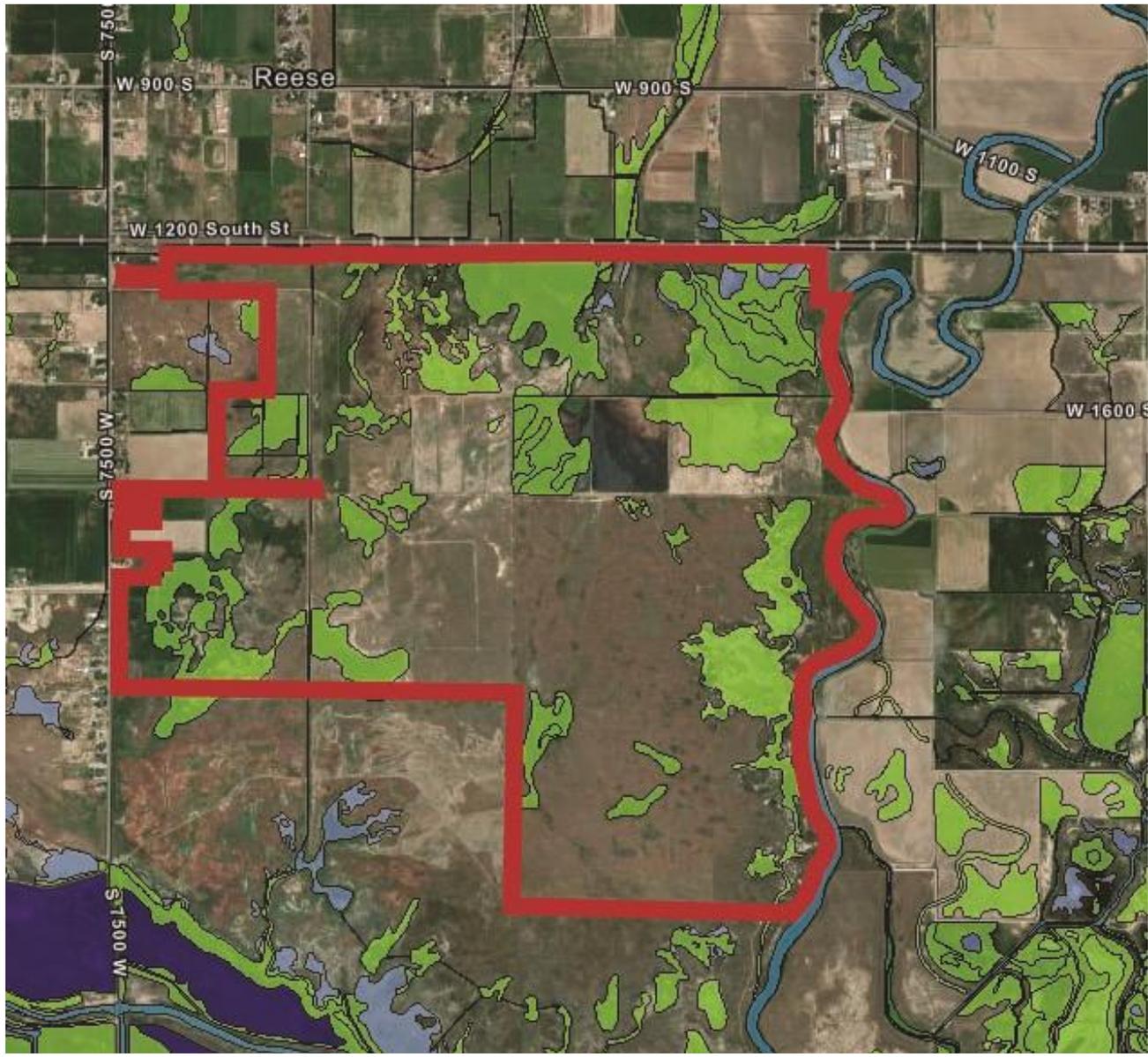


Figure 9: National Wetland Inventory Map of Area



The US Fish and Wildlife Service provides an inventory of suspected wetlands across the nation. **Figure 9** illustrates suspected wetlands and how they relate to the subject property. The map shows that there potentially significant wetland areas on the property. The applicant has asserted their confidence that most of the mapped areas are not wetlands and are committed to working with the Army Corps of Engineers to verify. In the event wetlands do exist, the applicant will be required to either preserve them from development activities, or mitigate the loss of them in accordance with Army Corps regulations.

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

The applicant is reserving space for significant transportation corridor opportunities, as can be seen in Figure 10. These streets will be constructed to accommodate the areas traffic demand for the long-term, and not just for the applicant's project.

As can be seen in Figure 11, east of the Weber River it is expected that the applicant will acquire the right of way necessary to construct the 2550 South and 1800/1600 South street connections. It is proposed that the county commit to reimbursing the applicant for the streets, all except the pro-rata cost of their project's demand on the

Figure 10: Arterial and Collector Streets

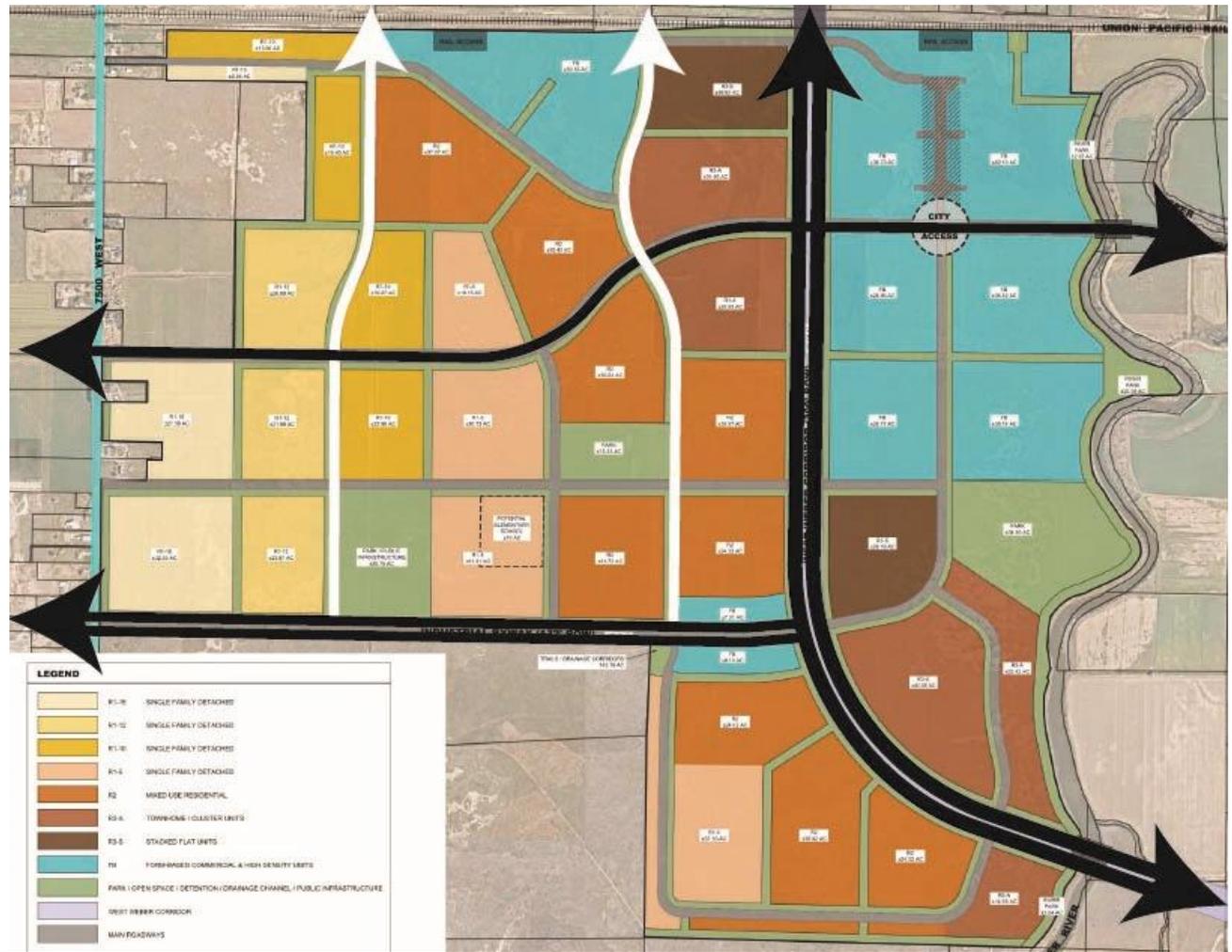
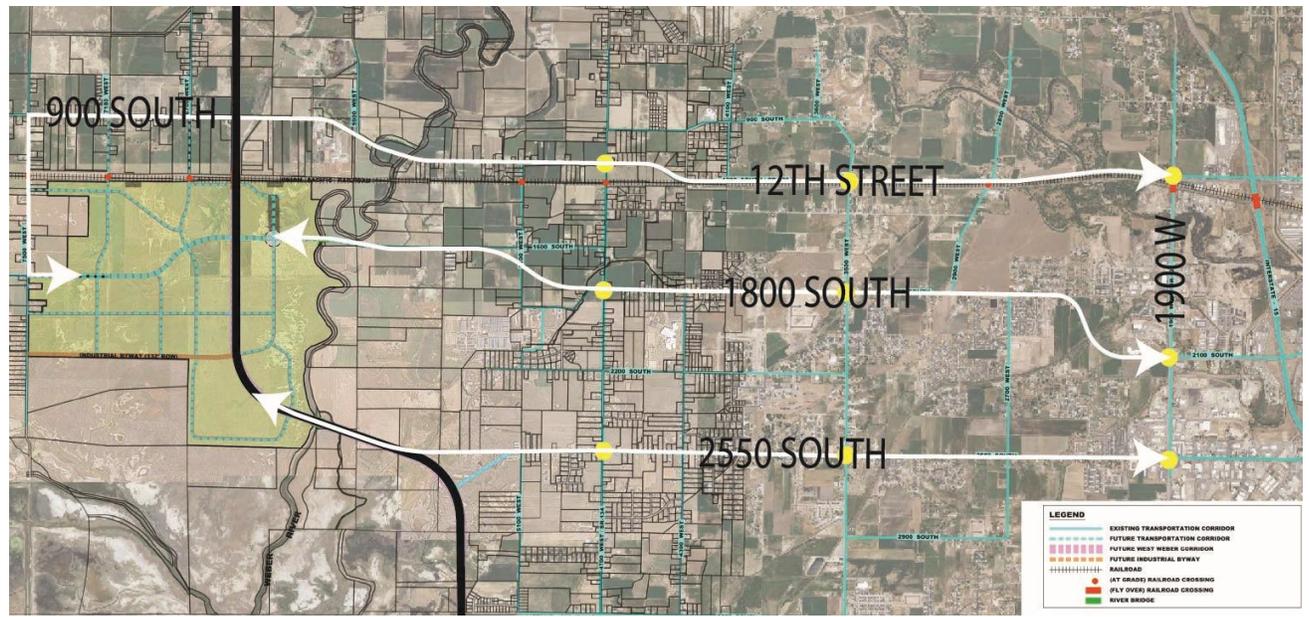


Figure 11: Future East/West Corridors and Key Intersections



street. Once these streets are connected they will provide a direct route from I-15 to the project. Accordingly, staff are also concerned about how this project will affect street intersections along 12th street, 1800 South, and 2550

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 F File #ZMA2024-01, an application for a zoning map amendment application and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and Open Space (O-1) Zone. **I do so with the following findings:**

Examples findings for denial:

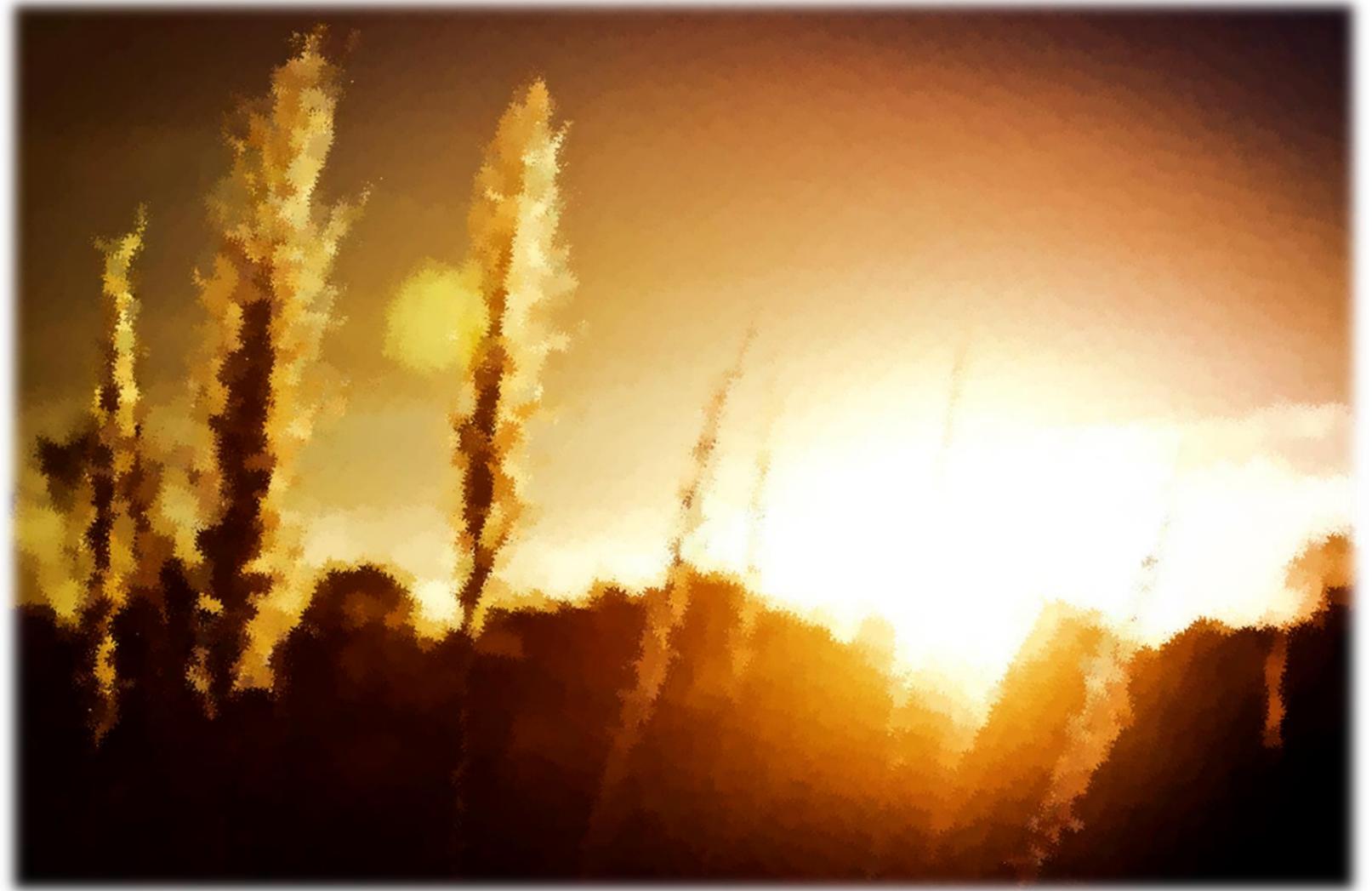
- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes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

Exhibits

- Exhibit A: Community Plan
- Exhibit B: Proposed Draft Development Agreement
- Exhibit C: Traffic Impact Information

EXHIBIT A: COMMUNITY PLAN

Westbridge Meadows



MASTER PLANNED COMMUNITY

February 28, 2025



ENGINEERS
SURVEYORS
PLANNERS



TABLE OF CONTENTS

Executive Summary..... 2

Land Uses and Zoning..... 5

 Residential Zoning..... 5

 Commercial Zoning..... 9

Guiding Principles 12

 Livable Community..... 12

 Variety of Product..... 12

 Attainable / Workforce Housing..... 12

 Density Averaging..... 13

 United Theme 13

 Community Connectivity 13

 Open Space 13

 Minimize Impacts 15

 Master Planning 17

 Transportation Connectivity 18

 Development Phasing 21

Design Guidelines..... 23

 Overall Design Guidelines..... 23

 Street-Block Length..... 23

 Building Setbacks..... 23

 Architectural Standards 24

 Parking Standards..... 27

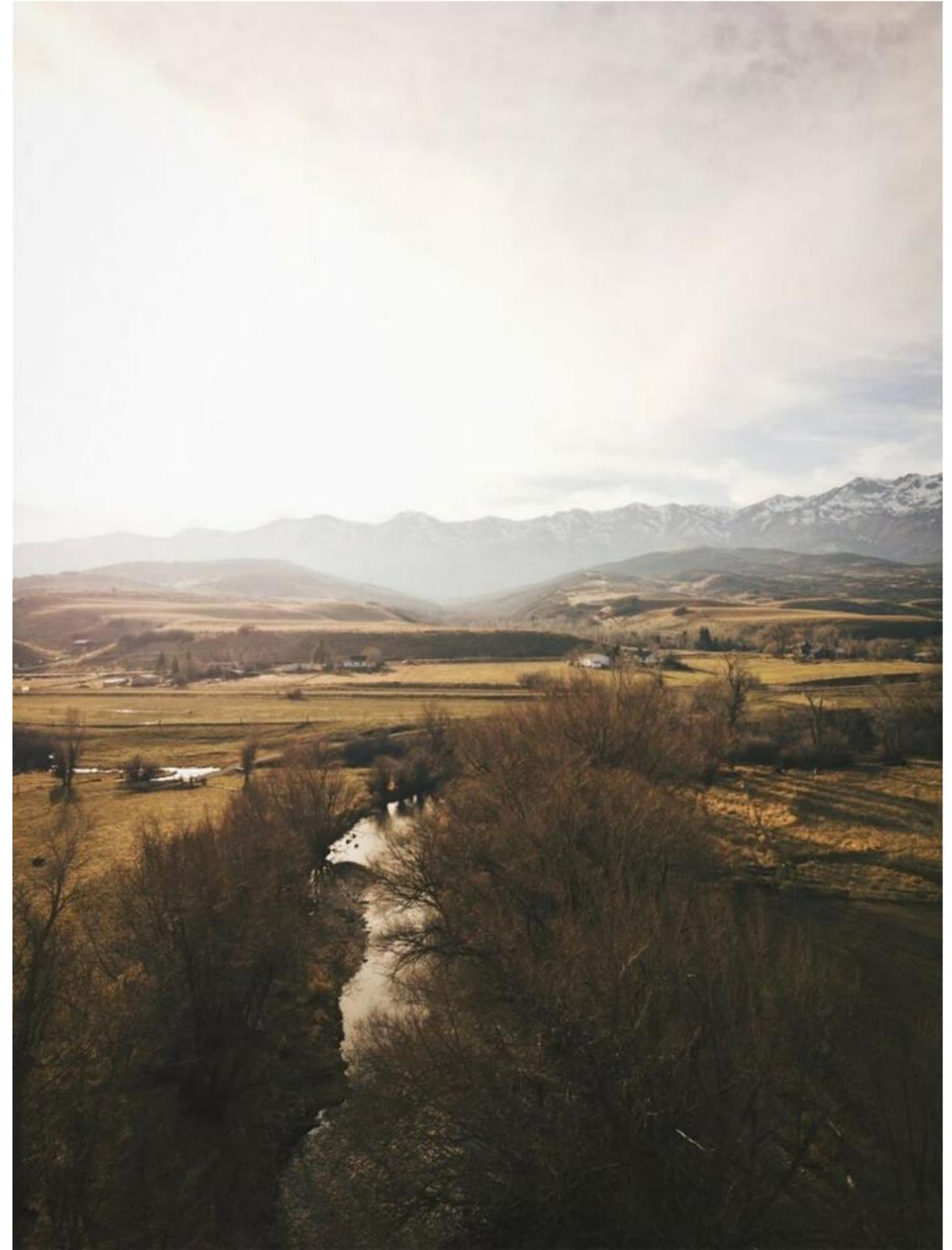
 Garage Mitigation 27

 Roadway Sections..... 29

Appendix A 30

Appendix B..... 39

Appendix C..... 46



EXECUTIVE SUMMARY

Rarely are significant land areas such as the Westbridge Meadows development available for master plan level planning and design. Westbridge Meadows provides a unique opportunity for West Weber County to create a cohesive and sustainable development. The overall development area is just over 1,400-acres and located between four landmarks:

- Union Pacific Railroad on the north,
- Weber River on the east,
- Ogden Bay Waterfowl Management Area (WMA) on the south, and
- 7500 West Street on the west.

Westbridge Meadows is located at the convergence of multiple future transportation options which drive the success of such a planning effort. The project is adjacent to an existing railroad right-of-way with plans for mass transit, contains the alignments for the West Weber Corridor and the Industrial Byway as well as a major access across the Weber River on 2550 South.

The project is ideally situated to promote an active outdoor lifestyle with immediate access to the Weber River, wetland preservation areas, and the Ogden Bay WMA. Through a master plan development, these existing features will be improved, public access installed, and enhancements provided for both Westbridge Meadows and the County. The information and design standards presented with this document will foster a development plan aimed toward preservation of open space, and interconnectivity that will make the community a more enjoyable place to live and reside. See Exhibits 1 and 2 for the project’s location within the General Plan and detailed outline of the project area.

The Westbridge Meadows development includes features such as:

- **Open Space.** A significant area will be dedicated to regional recreational uses, trails, passive open space, and integrated neighborhood amenities. Open space planning will emphasize connectivity between housing and destinations such as regional parks, Weber River, and Ogden Bay WMA.
- **Corridor Preservation.** This plan provides for the preservation of land for the east-west transportation corridors of 1600/1800 and 2550 South, the Industrial Byway as well as the coordination with UDOT for the West Weber Corridor. This transportation planning will establish future alignments and vital points of access which provide the anchor for the location of higher uses such as commercial, retail, and office.

- **Connectivity.** Multiple major transportation corridors will provide connections to each area of the community. These corridors will minimize cross-through traffic in residential areas. The connections of the West Weber Corridor and roadways across the Weber River will be major traffic enhancements to the area.
- **Diversity of Housing Product.** A community of this size must provide for all levels of housing products for the establishment of a diverse community as well as being necessary for the proper economics to support desired amenities and services. Westbridge Meadows will contain housing products including single-family of all variations, multi-family (townhomes and condominiums), and apartments. The intent is to entice residents to stay within the community as they grow and expand from renters or first-time home buyers to move-up housing, and custom homeowners. With the recent Inland Port designations for properties in the area, Westbridge Meadows is ideally situated to provide the convenient housing and commercial components needed for successful large-scale industrial development.
- **Attainable / Workforce Housing.** Westbridge Meadows incorporates the use of FlexHomes, a fresh new way of addressing the affordability crisis of housing while providing a pathway forward to home equity, expansion and investment.
- **Commercial Properties.** Incorporation of retail and commercial services is vital to the long-term sustainability of the Westbridge Meadows community and the viability of the overall county area. The convergence of transportation and master planning will ensure adequate opportunities are available not only initially, but for the anticipated build-out.
- **Civic, Education and Religious Facilities.** The livability of a large community must incorporate well-placed, good-quality, and walkable civic, educational, and religious facilities into the framework of the community. Options for these facilities will be planned from the beginning of development.
- **Expansion Options.** The impact and influence of Westbridge Meadows will extend beyond its intended boundary as outlined in Exhibit 2. At the discretion of the master plan developer, adjacent properties may be incorporated into the Master Plan.
- The proposed community incorporates the following units and approximate acreages:
 - 1,415 Total Acres
 - 13,199 Residential Units
 - 38,541 Estimated Population
 - 242 Acres ± of Open Space, Including:
 - 3 Regional Parks (26,13 and 35 Acres)
 - 168 Ac of River, Drainage and Trail Corridors

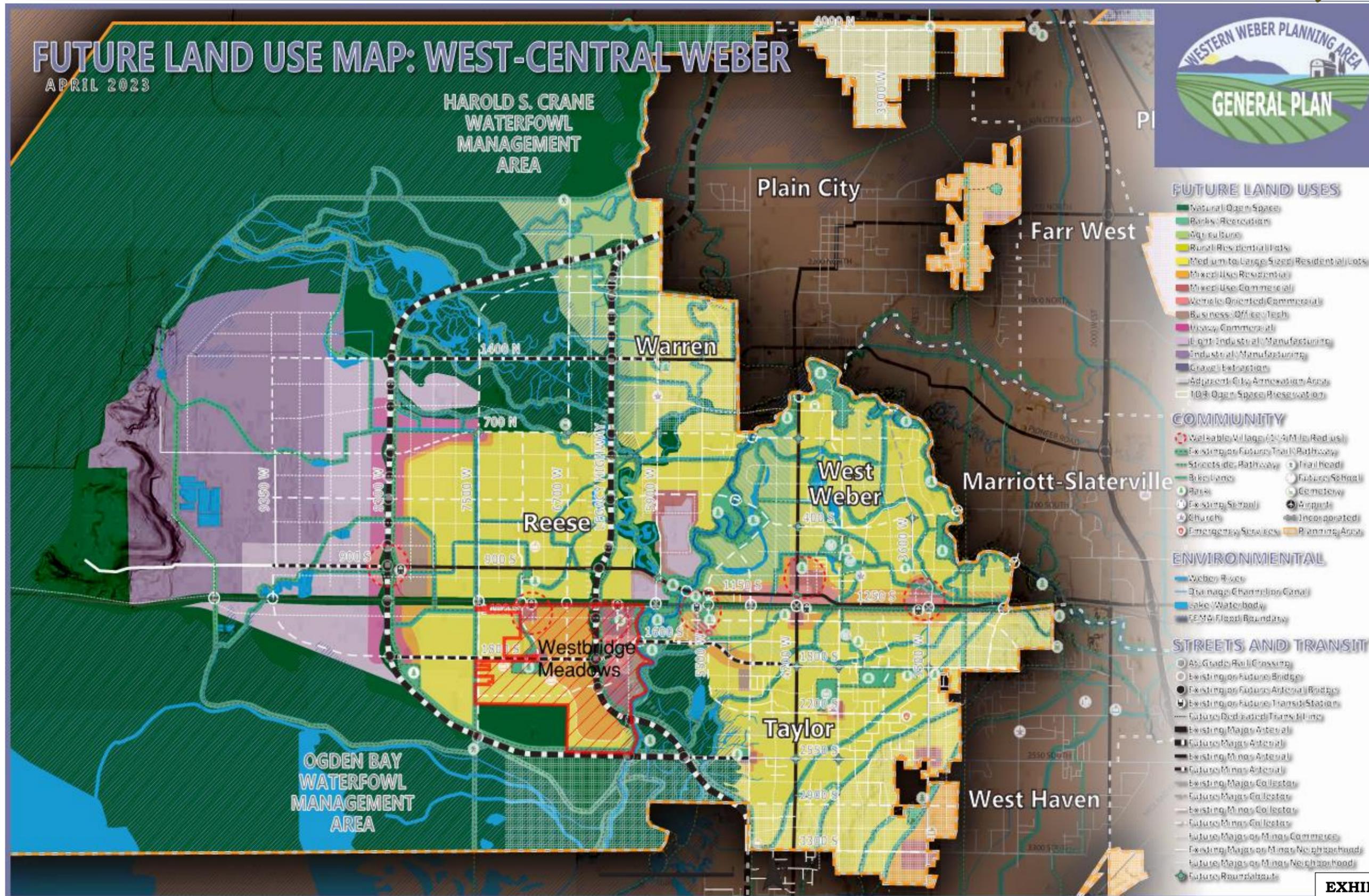
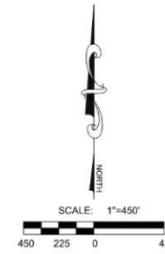
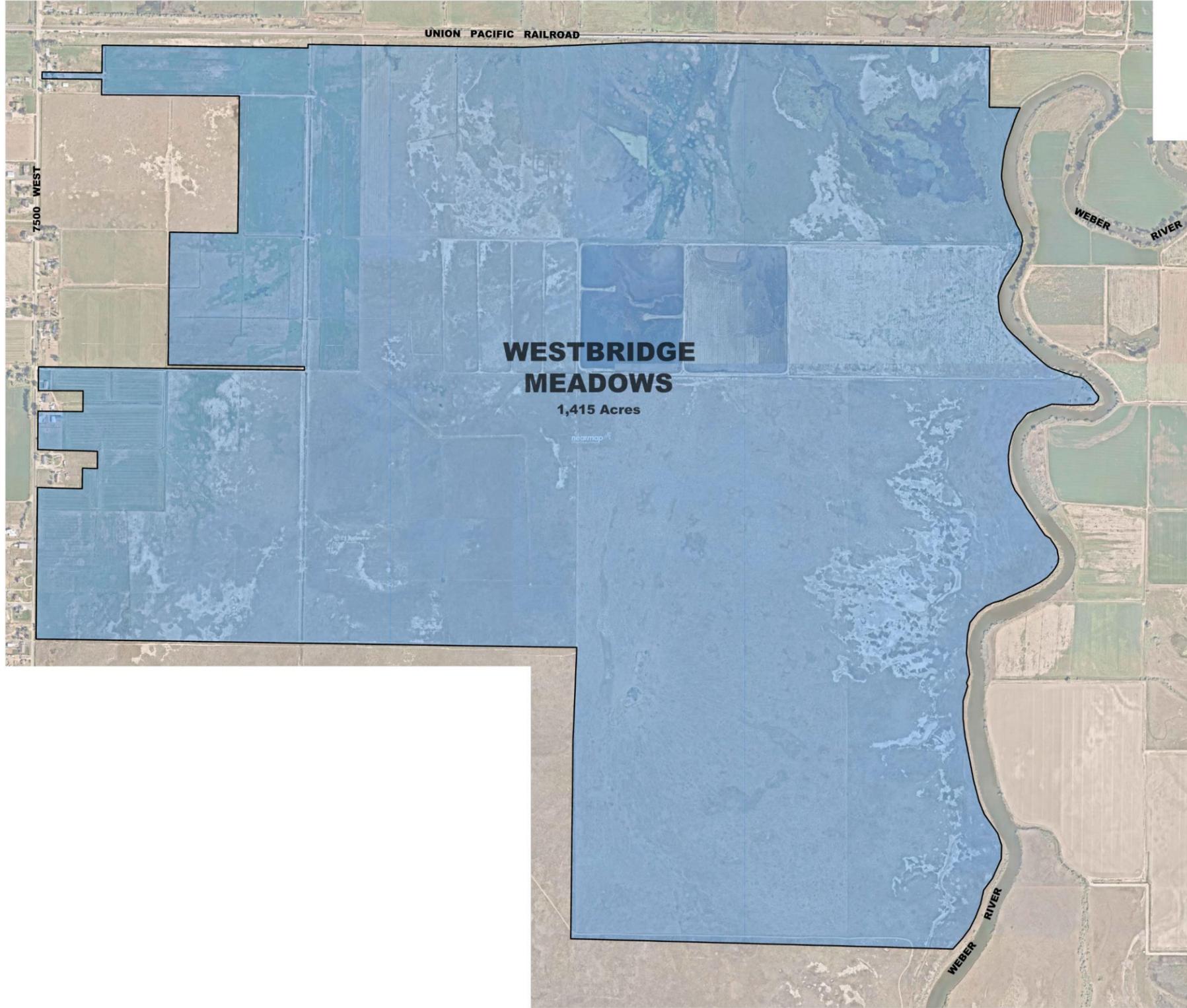


EXHIBIT 1



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ENGINEERS
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 www.lei-eng.com

NOT FOR
 CONSTRUCTION

WESTBRIDGE MEADOWS
 WEBER COUNTY, UTAH
 EXHIBIT 2 - PROJECT BOUNDARY

REVISIONS

1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #:
2022-0003
 DRAWN BY:
BLS
 DESIGNED BY:
GDM
 SCALE:
1"=450'
 DATE:
10/24/2024

EXHIBIT
2

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LAND USES AND ZONING

The Westbridge Meadows community currently resides within the Western Weber Planning Area General Plan which provides guidelines and encourages land uses to be organized in a manner that supports the creation of a community with character. The General Plan provides a wide range of land uses so that existing and future occupants of the area can enjoy a self-sustaining social and economic environment.

A balance of residential and commercial land use is key in providing a community network that can support the anticipated growth. The General Plan encourages this balance by providing varying ranges of land uses that allow seamless transitions from commercial, residential, and the existing agricultural uses in the area. This is also achieved by preserving open space that creates a natural buffer that can be utilized by all patrons within and around the community.

To use the General Plan designations and then build upon them with additional information and specificity, a hierarchy of land uses, current zoning designations and design guidelines are proposed:

- **Land Use Designations.** Land uses correlate to overall Land Use Designation within the General Plan. These uses are detailed in the following sections and depicted in *Table 1*.
- **Zone Designations.** Zone Designations utilize the existing Weber County zone designations of R1, R2, R3, and Form Based (FB). The County zoning is broken into different sub-sets to give further distinction of land use into product types whether single-family, multi-family, mixed-use, or commercial. In addition, an overlap of zones is used between General Plan Land Uses to further facilitate transitions. See Exhibit 3 for the proposed Zoning Designations.

• *Table 1. General Plan Land Use Designations.*

Land Use Designation	Medium to Large Residential Lots				Mixed Use Residential		Mixed Use Commercial	
Zoning Designation	R1				R2	R3		FB
Sub-Set	R1-15	R1-12	R1-10	R1-5		R3-A	R3-S	

- **Design Guidelines.** Design guidelines are proposed which control several aspects of the project, including:
 - Development specific deviations from the current Weber County Code necessary to address the unique aspects of a large development.
 - Detailed building setbacks based on each Zoning Designation and subset.
 - Minimal architectural standards which can be detailed further through CC&Rs.
 - Parking Requirements.
 - Garage Mitigation improvements to de-emphasize garages.
 - Roadway Sections based on land use densities and proposed traffic patterns.

Residential Zoning

There are three land use designations within the General Plan that allow for residential development. These land uses are used to reference applicable Zone Designations within the Weber County as follows:

- **Medium to Large Residential Lots.** As depicted in the General Plan, the western portion of Westbridge contains this Land Use Designation. Large areas of consistent lot sizing of this type can quickly become monotone and urban sprawl, so a mixture of lot sizing, development patterns, streetscapes and amenities will be used to create distinct and pleasant development areas. With these goals in mind, all four distinct subsets within R1 will be utilized. A full range of single-family housing products will be available through these different zoning designations, including:
 - **R1-15.** This zone provides larger building pads, setbacks and yards. Larger and wider homes with 3 car garages are typical for this area. Homes are generally move-up or semi-custom homes which allows for an upgrade of housing type while staying within the same area or neighborhood.
 - **R1-12.** This lot type will help provide a neighborhood with a variety of products through the addition of a third car garage onto the R1-10 house or alley loaded R1-15 houses. A typical neighborhood would intermix all R1 sub-sets to achieve a high degree of livability and diversity.



Figure 1 – Example of curvilinear land development which creates calm neighborhoods and integrated open space for any zone. Image from Eagle Mountain, Utah.

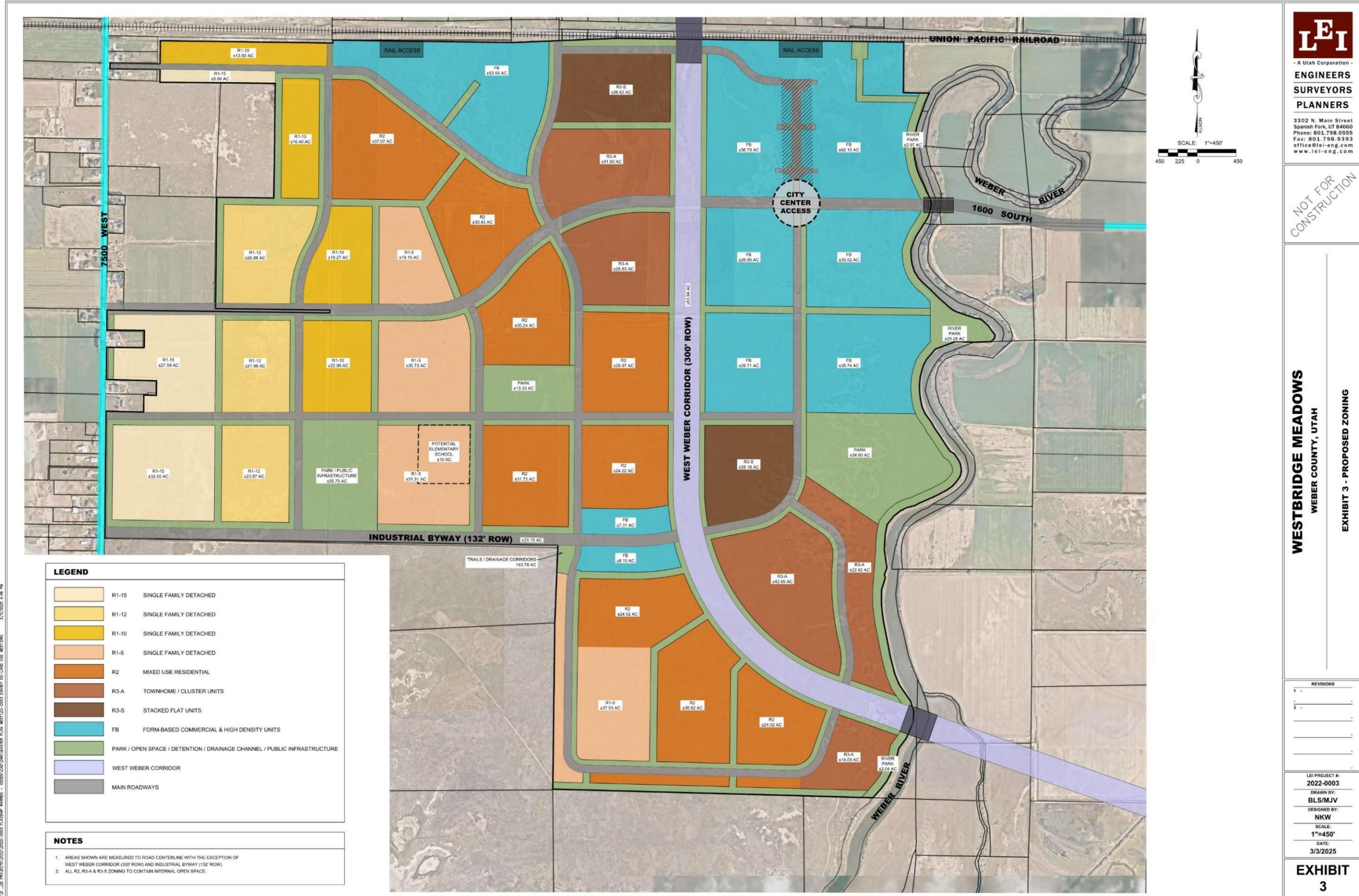
- **R1-10.** This zone provides the majority of the traditional single-family lots for the development. Neighborhoods will provide for a diversity of products through architectural theming, varied road designs and amenities. Lots will be centered around access to open space and trails.
- **R1-5.** To provide a greater variety of single-family products, the R1-5 zone has recently been added to the County code. R1-5 is intended to contain detached single-family houses while integrating patio, short frontage, shared driveway, and alley loaded products. This zone will be integral in meeting housing affordability and will incorporate homes by *FlexReady*.

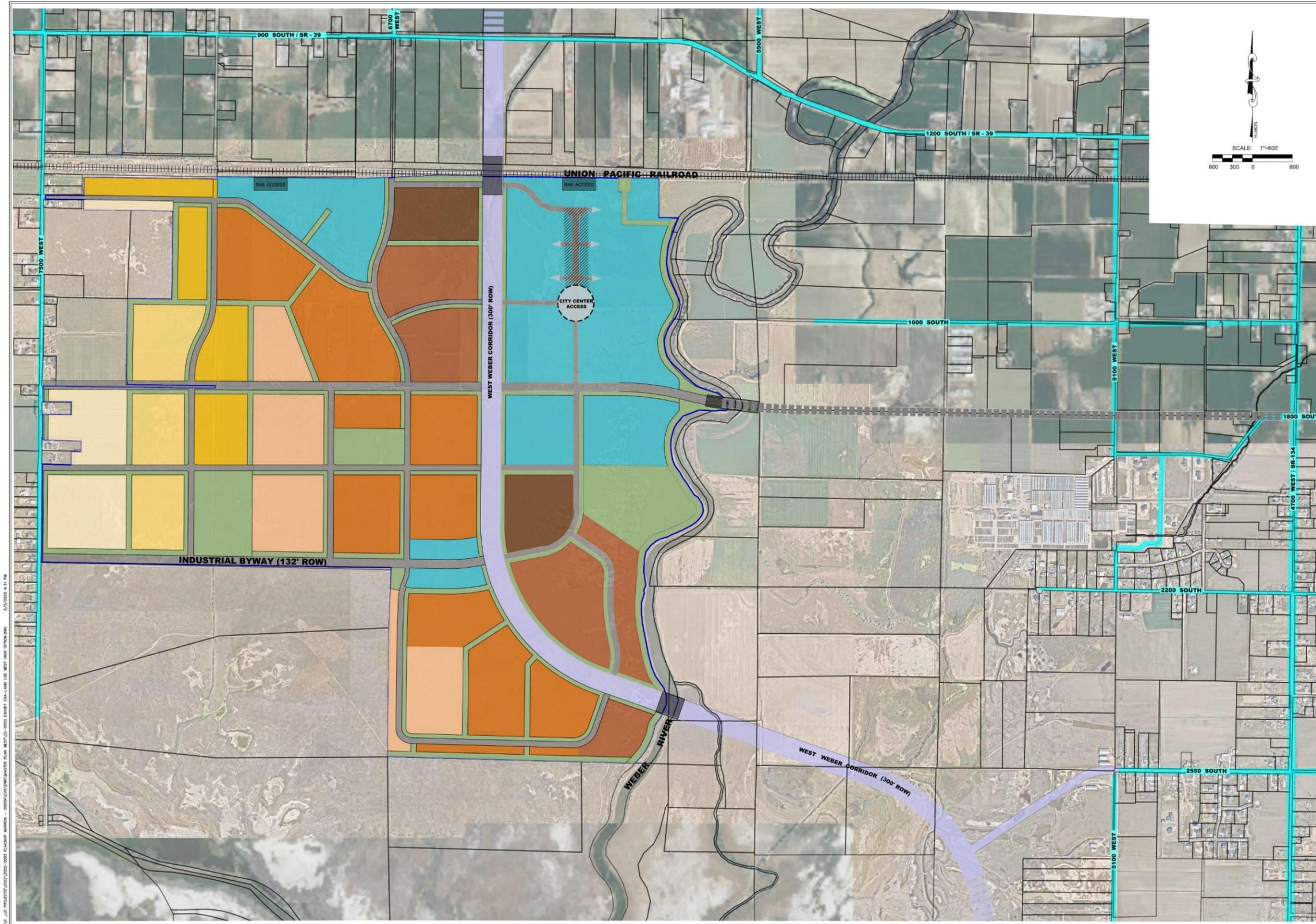
- **Mixed Use Residential.** This Land Use Designation provides a wide range of housing options to meet the needs of a community in all stages of life and family situations. As outlined in the General Plan, the desire is to allow and encourage the market to provide for the current housing scarcity that drives up house and real estate costs while not compromising design and community benefits. Zones associated with this Land Use include:

- **R1-5.** This zone overlaps with the same zone within the Medium to Large Residential Lots in order to allow for orderly blending of products between Land Use Designations.
- **R2.** While still predominantly single family, this zone also allows up to a two-plex. This zoning designation will contain the most diversity of products and is often referred to as the “missing middle” between traditional larger single-family lots and the higher densities associated with townhome or stacked flat developments. This zone will be used extensively throughout the development due to its superior flexibility, market integration and homeowner opportunities. Affordable, diverse and high quality neighborhoods is the goal for this zone. These lots will help greatly to meet workforce housing needs through the incorporation of homes by *FlexReady*.



Figure 2 – Integration of multiple products within R2 type development. Includes traditional single family, short frontage singles, alley load and 4-plex units. Image from American Fork, Utah.





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 CONSTRUCTION

WESTBRIDGE MEADOWS
 WEBER COUNTY, UTAH
EXHIBIT 3A - PROPOSED ZONING (1800 SOUTH OPTION)

REVISIONS	
1	
2	

LEI PROJECT #: 2022-0003
 DRAWN BY: BLS/MJV
 DESIGNED BY: NKW
 SCALE: 1"=600'
 DATE: 3/3/2025

EXHIBIT 3A

U:_JD PROJECTS\2022-0003 PLANNING_MASTER PLAN WEST\22-0003 EXHIBIT 3A - LAND USE WEST - NO OPTION.DWG 3/2/2025 4:31 PM

Commercial Zoning

Mixed Use Commercial land uses within Westbridge Meadows will provide retail sales, services, eateries, offices and other related activities for the development and surrounding region. This regional interaction is due to the site's population and location at the convergence of roadways and rail. Emphasis will be placed on three distinct areas:

- **Retail Emphasis.** The Commercial Zoning area **west** of the West Weber Corridor is envisioned to be predominantly vehicle-oriented retail and include uses such as:
 - Grocery stores
 - Big box retail
 - Healthcare services and offices
 - Integrated high intensity housing products
 - Office and professional services uses
- **“Main Street” Emphasis.** The commercial area **east** of the West Weber Corridor is ideal for the implementation of a “Main Street” type atmosphere which is introduced for areas integrating residential, commercial, office and transit which are pedestrian friendly, create gathering spaces and are of an appropriate scale. The essential elements for the success of this type of design include:



Figure 5. Main Street rendering courtesy of Vialta Group, LLC.



Figure 6. Main Street rail stop. Image provided courtesy of Wasatch Regional Planning.

- Smaller scale retail and service providers.
- Access to transportation corridors with an emphasis on pedestrian and bike paths. This site is adjacent to the Weber River Trail and open space corridor which provides excellent connectivity throughout the community.
- Transit opportunities exist with the railroad tracks bordering the north of the development. The plan follows the Weber County Transportation Master Plan with the integration of rail stops.
- Integration of housing into the fabric of Main Street as well as dominating the second tier of buildings.
- Incorporation of live-work opportunities to produce a balanced and sustainable community.
- Amenities based on population intensities which may include swimming pools, exercise areas, gathering spaces, community gardens, dog parks, etc.
- **Neighborhood Commercial Emphasis.** As development phases are planned in detail, areas of neighborhood commercial will be identified to provide necessary daily services without the need to travel a greater distance within the community. Such

commercial may include gas stations, small retail sales, restaurants, and service-oriented businesses.

- **Form Based (FB).** To meet the unique opportunities and the highly visible nature of each of these emphasized commercial areas, a Form Based Code will be implemented. The Form Based Code will be further defined as development advances to this area and will address the following elements:
 - Regulating Plan which defines the final regulated area where the different building form standards will apply.
 - Specify elements within the public realm including sidewalks, travel lanes, street parking, landscape, and furniture.
 - Establishment of regulations controlling the features, configurations and functions of buildings that define and shape the public realm.
 - Define a streamlined application and project review process with all stakeholders.
 - Provide definitions to ensure that all elements are used consistently.
 - Regulations controlling exterior building materials, quality and architectural theme.
 - Signage regulations for placement, size, materials, and illumination.
 - Environmental standards address the unique aspects of the project, the proximity to the Weber River, storm water management, and potential wetlands.



Figure 7. Form based code building blocks. Image provided courtesy of Wasatch Regional Planning.

GUIDING PRINCIPLES

As the vision and planning of Westbridge Meadows has evolved over the last several years, the guiding principles have stayed consistent and are the basis for the Community. These principles follow the intents and purposes of the West Weber County General Plan and are established to produce a quality, livable community that is the showpiece for both the developer and Weber County. Each of these guiding principles follow smart growth planning and will be enhanced and explored further with each subsequent subdivision submission:

Livable Community

While often overused, the term “livable community” is a main goal of Westbridge Meadows and is defined on a community that can be all inclusive for the housing, recreation, interaction, worship, and education needs of an individual or family. To meet this goal, the community must emphasize product diversity, transportation connectivity, integration of open space, and respect for the underlying land.

Variety of Product

Diversity of housing products is imperative to produce a livable community for all stages of life and family situations. Westbridge Meadows will provide housing variety to meet the needs of residents while avoiding stagnant, urban-sprawl type of development.

Attainable / Workforce Housing

The need for attainable housing has never been greater than it is today in Weber County or Utah as a whole. The housing market has attempted to meet this demand with smaller homes and higher density attached units. This effort still does not address the desires of homebuyers for ownership and equity growth as a large percentage of attainable housing is only offered through rental or leasing. In addition, many governing bodies are reluctant to expand attainable housing options or have zoning impediments to its implementation.

FlexReady is a line of innovative housing products designed to specifically address the problem of affordability while also providing expansion, investment and accommodation of life-cycle changes. These goals are achieved through the following FlexReady innovations:



- Initial construction of an efficient 1,080-1,200 square feet which allows for 2-3 bedrooms, 1.5-2.5 bathrooms and full living space. This initial build is the basis for financing and therefore, much more attainable.
- Expansion options for a garage, owner’s suite, office and rentable ADU. These options are pre-designed into the plan and relieve the usual impediments to expansion:
 - No additional concrete work
 - No excavation
 - No structural changes or demolition
 - No electrical or HVAC modifications
 - Incorporation of patent-pending FlexConnect for utility expansion
- The expansion options encourage home ownership and investment while producing equity growth, rental income and life-cycle accommodations.
- Accessory Dwelling Units and rental options are built-in to the plans to provide additional financial opportunities. Plans incorporate independent entries and lockouts for maximum use and flexibility.
- FlexReady works with homeowners to monitor costs and qualified contractors for expansion options for a period of up to five (5) years from the original construction. This service gives homeowners confidence and understanding of their expansion options. In addition, FlexReady will provide material lists, contractor contacts and video steps for DIY homeowners.

Further details of house plans, expansion options and sample layouts are provided in Appendix C and videos through the FlexReady website at www.yourflexhome.com/videos

Density Averaging

While large land use areas have been used to determine and display overall zoning and general placement of product types, blending or blurring of the lines between zones, lot sizes and development patterns should be used. This will result in the same number of units but will also provide the benefit of diversifying neighborhoods rather than simply congregating the exact same intensities and unit types together.

United Theme

In order to set Westbridge Meadows apart from other developments, an overall sense of place will be incorporated and utilize distinguishing features that will be incorporated in street signage and monumentation. These overall themes will be further detailed and enhanced with each subdivision submitted. Theming will incorporate the following attributes:

- o **Monumentation.** Monumentation will be consistent for the overall project and encompass entry monuments, neighborhood monuments, and directional signage.
- o **Fencing.** Consistent fencing will be placed along all major corridors in a manner to blend with the natural surroundings while providing a degree of privacy to the adjacent residential backyards. Standards will be held consistent within subdivision or zone areas to keep a uniform look and feel. Preference will be given to low-maintenance and durable materials. Where possible, housing frontages, open spaces, and community buildings will be placed along major corridors such that fencing of long stretches of roadway is avoided.
- o **Streetscapes.** Streetscapes will be used throughout the development to provide character, additional sense of place, and appropriate massing through the incorporation of street trees, materials, landscape, and planter areas. Proposed street tree species will be coordinated with the County’s approved plant list to determine suitability and longevity for the site. With the unique aspects of Westbridge Meadows, the goal for streetscapes within the development is to provide an interesting and varied experience traversing the development. Particular care will be taken to layout major roadways in order to provide character and interest. Roadway vistas are also an important aspect of design that will be further refined with each detailed subdivision. For example, major road terminations or view corridors will use open space, topography, roundabouts, monumentation,

landscaping or specific land uses as a backdrop. These elements soften the perspective of the development and can lead to an enhanced overall experience. In addition, streetscapes will vary based on the intensity of the land use from urban to more rural settings with changes in road widths, planters, sidewalks, and plantings.

Community Connectivity

A community must be connected by more than just the roadways that lead to and from homes. Roadways should be interesting and integrated into the fabric of the development to provide not just vehicle lanes but provide safe and purposeful pedestrian and bicycle access. A network of sidewalks may be sufficient for a localized neighborhood, but the upgrade from sidewalk to trail should be emphasized for connectivity of subdivisions and Open Space amenities. Mid-block trail connections and other intuitive pathways can provide additional interest for pedestrians as well. Roadways, each with differing uses and benefits, will be discussed in detail within the Design Guidelines section of this document.

Open Space

- Open Space and its interconnectivity provide the backbone of a cohesive master planned development and contribute greatly to the livability and desirability of the project and is further outlined in Exhibit 4. Westbridge Meadows will work closely with Weber County and the developing Western Weber Special Parks District in designing open space and the associated amenities. A level of service equal to 10.0 acres per 1,000 residents is used within this document based on 2.92 persons per household as documented in the 2022 Weber County Census. Open space will encompass uses such as:
 - o The “Emerald Necklace” concept as introduced in the General Plan will preserve and enhance areas along the Weber River to provide access, recreation, and connectivity. This concept will be integral to the community feel. A 100’ wide corridor will be preserved and dedicated along the Weber River. Initial improvements will include a path for recreation purposes that will also serve as river access and flood protection.



Figure 8. Example of pathway installed adjacent to river.



Figure 9. Example of multi-use regional park located adjacent to the Spanish Fork River trail and elementary school.

- Regional Parks. With a development of this size, regional County parks are necessary to provide programmed recreational services. Three large park areas are outlined. The western park is approximately 26 acres and will incorporate trails, programmed open space, drainage and public infrastructure. The central park is over 13 acres and is at the convergence of trail corridors. The large eastern park is approximately 35 acres and will provide amenities such as sports fields, playgrounds, pavilions, restrooms, picnic, and larger grass areas that integrate with the Weber River Trail Corridor. Each regional park will be accessible from main traffic corridors, provide ample parking as well as be integrated into the neighborhoods.
- Neighborhood Parks. Each major subdivision will be enhanced with a neighborhood park or series of parks to meet the day-to-day recreation desires of the residents. These parks will generally be two (2) acres in size and incorporate amenities such as sports courts, walking paths, trees, grass areas, playgrounds, pavilions, and seating areas. Larger neighborhood parks may also incorporate restrooms and sports fields and will be dedicated to the County.



Figure 10. Example of Neighborhood Park.

- Private parks will be incorporated into larger, higher-density development areas of Mixed Use Residential or Mixed-Use Commercial designations. These parks may contain higher intensity amenities such as pools, clubhouses, playgrounds, dog parks, sports courts, pavilions, and sitting areas. These parks will be used to meet the required level of service and will be owned and maintained by the Homeowners Association.
- Trails are to be installed for connectivity of land uses, parks, transit options, and neighborhoods. A network of trails (as shown in Exhibit 4) will be incorporated based on connectivity and land use intensity. Pedestrian wayfinding will be introduced by subtle trail markers to provide a sense of safety, orientation and unity as users explore the massive open spaces that surround Westbridge Meadows. Fencing of trail corridors is important to assist in public vs private space and will be sensitively designed and placed to compliment the sites' natural character and to promote safety. Trailheads or parking areas will be provided based on anticipated uses and to encourage trail utilization. In addition to pedestrian trails, designated bike paths



Figure 11. Possible trail and fencing of the Ogden Bay trail.

will be provided on each side of collector class roadways and higher. These bike paths will be extensive enough to be a legitimate transportation resource.

- Natural Open Space will be used to produce an open and inviting aspect to the project while also being water conscious. These natural areas may be incorporated

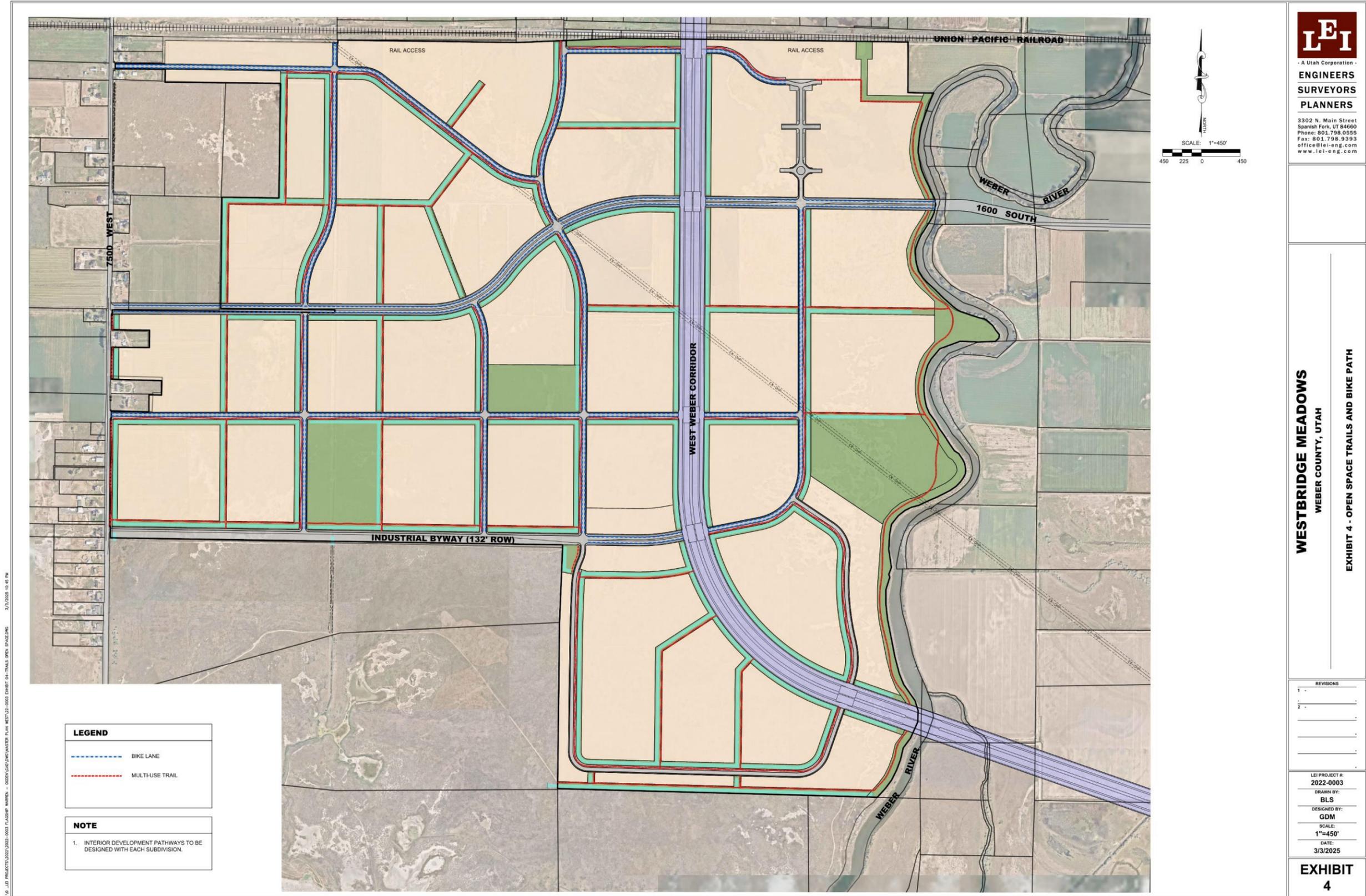
within trail corridors, drainage courses, wetland areas, and environmentally sensitive locations. These areas will transition seamlessly with the existing Ogden Bay WMA and allow easy access to this resource. Many of these natural open space areas will also be beneficial for storm drainage collection and conveyance purposes.

Minimize Impacts

Developments of this magnitude can be impactful to an area and particularly to adjacent properties and uses. Therefore, a variety of techniques will be incorporated within the Westbridge Meadows development to decrease these impacts. It should also be noted that Westbridge Meadows will also greatly enhance the neighboring properties by providing recreational opportunities, trail connectivity, transportation connectivity, and utility infrastructure with the ability to address these issues on a global scale rather than through a patchwork of development.

- **Exterior Community Buffer.** Westbridge Meadows is uniquely situated to provide buffering to existing adjacent uses:
 - The full north border is bounded by the elevated double track of Union Pacific which provides distance and visual obstruction from adjacent land.
 - The east boundary follows the Weber River and will be enhanced as stated earlier and following the principles of the Emerald Necklace concept outlined in the General Plan.
 - The south property line is common with the Ogden Bay WMA and the planned Industrial Byway. The developer will work closely with the WMA to accommodate access concerns while enhancing the public benefit of such a large asset.
 - The western boundary is adjacent to existing housing, farm ground, and 7500 West. Land planning in this area will be focused on buffering either by trail corridors or a layer of larger lots to create a stepped approach to density increases.

Westbridge Meadows



U:\0 - JLD PROJECTS\2022\2022-0003 FLASHP MARDEN - OPEN SPACE MASTER PLAN\MET\33-0003 DIBET 04-TRAILS SHED_BANZING 3/3/2025 10:45 PM

LEGEND

--- BIKE LANE

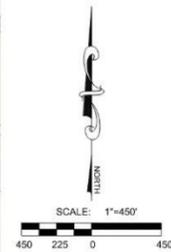
--- MULTI-USE TRAIL

NOTE

1. INTERIOR DEVELOPMENT PATHWAYS TO BE DESIGNED WITH EACH SUBDIVISION.

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 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com



WESTBRIDGE MEADOWS
 WEBER COUNTY, UTAH
 EXHIBIT 4 - OPEN SPACE TRAILS AND BIKE PATH

REVISIONS	
1	
2	

LEI PROJECT #
 2022-0003
 DRAWN BY:
 BLS
 DESIGNED BY:
 GDM
 SCALE:
 1"=450'
 DATE:
 3/3/2025

EXHIBIT
4

- **Dark Sky.** Dark sky regulations will follow adopted Weber County ordinances to decrease skyglow as much as possible.



Figure 12. Desired results of Dark Sky Initiatives.

- **Water Conservation.** As a new development, Westbridge Meadows will follow the water conservation standards outlined within the latest Weber County code update. These updates establish a higher standard in water-wise use and conservation through proper selection of planting materials, use of native open space, limitations on turf areas, water limiting fixtures, etc.



Figure 13. As a new development, water conservation methods such as these shown here can be established on a consistent basis.

- **Environmental Concerns.** Westbridge Meadows will incorporate principles such as mass transit stops, trail connectivity, solar orientation, and tree cover, etc. to address environmental concerns and mitigation measures.

Master Planning

One of the most significant benefits of a community of this size is the ability to cohesively plan all aspects of the development from housing, commercial uses, open space, and utility serviceability. With master planning, the overall aspects of multiple parcels are considered rather than simply planning individual parcels in a “patchwork” process. This allows efficiencies for not only the developer, but the County as well, through efficient utility plans, consistency, and patterned development phasing.

- **Public Benefit.** Westbridge Meadows is ideally situated to provide significant benefits to the surrounding area and Weber County as a whole. These benefits include:
 - Transportation connections to I-15.
 - Transportation connections across the railroad and Weber River.
 - Preservation of corridor for the West Weber Connector and Industrial Byway.
 - Extension or establishment of utility services which is generally cost prohibitive to rural areas.
 - Commercial opportunities which will not require the amount of travel currently experienced.
 - Housing in proximity to the Inland Port industrial areas.
 - Affordable housing within a master planned setting.
- **Establishment of Standards.** To ensure quality throughout the duration of this development time required for this plan, cohesive architectural, development standards and Covenants, Conditions and Restrictions (CC&Rs) will be submitted with each final plat submittal which memorializes and provides additional information for the applicable standards.

- **Zoning Adjustment.** Since the build-out of Westbridge Meadows will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, zoning designations may need to be adjusted within the plan as necessary to improve design, accessibility, and marketability in accordance with the following guiding transfer provisions:
 - The overall intent and character of the Master Planned Community shall be maintained.
 - The maximum number of residential units established through this document shall not be exceeded. In addition, the maximum number of attached units may not be increased except for the Form Based code areas.
 - To enact a transfer of zoning units, the developer is required to provide written notice to the County and details of the “sending” and “receiving” areas.
 - No change of zone is allowed which would reduce the areas available for R1 land uses.
 - The transfer of units greater than fifteen (15%) percent of a zone designation will require Weber County Commission approval.
 - Units may not be transferred into any designated open space or park area unless said open space or park is replaced elsewhere at an equivalent acreage and level of improvement.
 - Westbridge Meadows will incorporate a significant number of sites for civic, religious, and school purposes. Transfers of density are allowed for these specific uses without limitation.
- **Expansion of Master Plan.** A master Plan development of this type and magnitude effects the surrounding parcels in many ways:
 - Transportation access is constrained to the area.
 - Utility infrastructure is available due to the development.
 - Zoning options are viable.
 - Efficient development patterns have been established.
 - Therefore, expansions areas identified on Exhibit 5 will be allowed to be incorporated into the Westbridge Meadows Master Planned Community. If developed independently, the County shall require consistency and coordination with Westbridge Meadows to form a unified development plan.

Transportation Connectivity

Westbridge Meadows’s location along with its proposed transportation corridors integrates into the existing roadway network of West Weber County as shown in the following Figure 14. Transportation elements to note include:

- Existing 1200 South/SR – 39. This is an existing roadway that provides direct connection from 7500 West to Interstate 15 (I-15).
- Proposed 2550 South. An extension of the existing 2550 South Street will cross the Weber River and utilize a portion of the West Weber Corridor. This connection will provide a major secondary access to the project.
- Proposed 1600/1800 South. This masterplan east/west connection includes a bridge over the Weber River which will provide additional access. Exhibit 3 depicts a bridge and road access at 1600 South. The optional alignment of 1800 South is detailed in Exhibit 3A. The selection of the most beneficial location will require additional studies. These studies will be based on future growth patterns within Weber County along with the County’s ability to negotiate and plan the most efficient connection from the bridge location to Interstate 15.
- Proposed West Weber Corridor. Corridor preservation and coordination with UDOT for this regional improvement will be integral to the long-term development of Westbridge Meadows and its associated commercial uses.
- Industrial Byway. A right-of-way will be preserved for the future connection of the West Weber Corridor and the Industrial Byway along the south boundary.
- 6700 and 7100 West. These master planned crossings of the railroad are shown as collector class roadways which connect into existing roadways north of 900 South. These rights-of-way areas within Westbridge Meadows will be dedicated as adjacent development occurs. Future bridge construction will be completed by the County as part of an overall transportation plan.
- Roadway cross sections which establish a natural hierarchy of roadway networks from alley load to minor arterial. Each cross section will be utilized as determined by a traffic study and applicable land use types. Roadway edge treatment options are provided for differing circumstances.

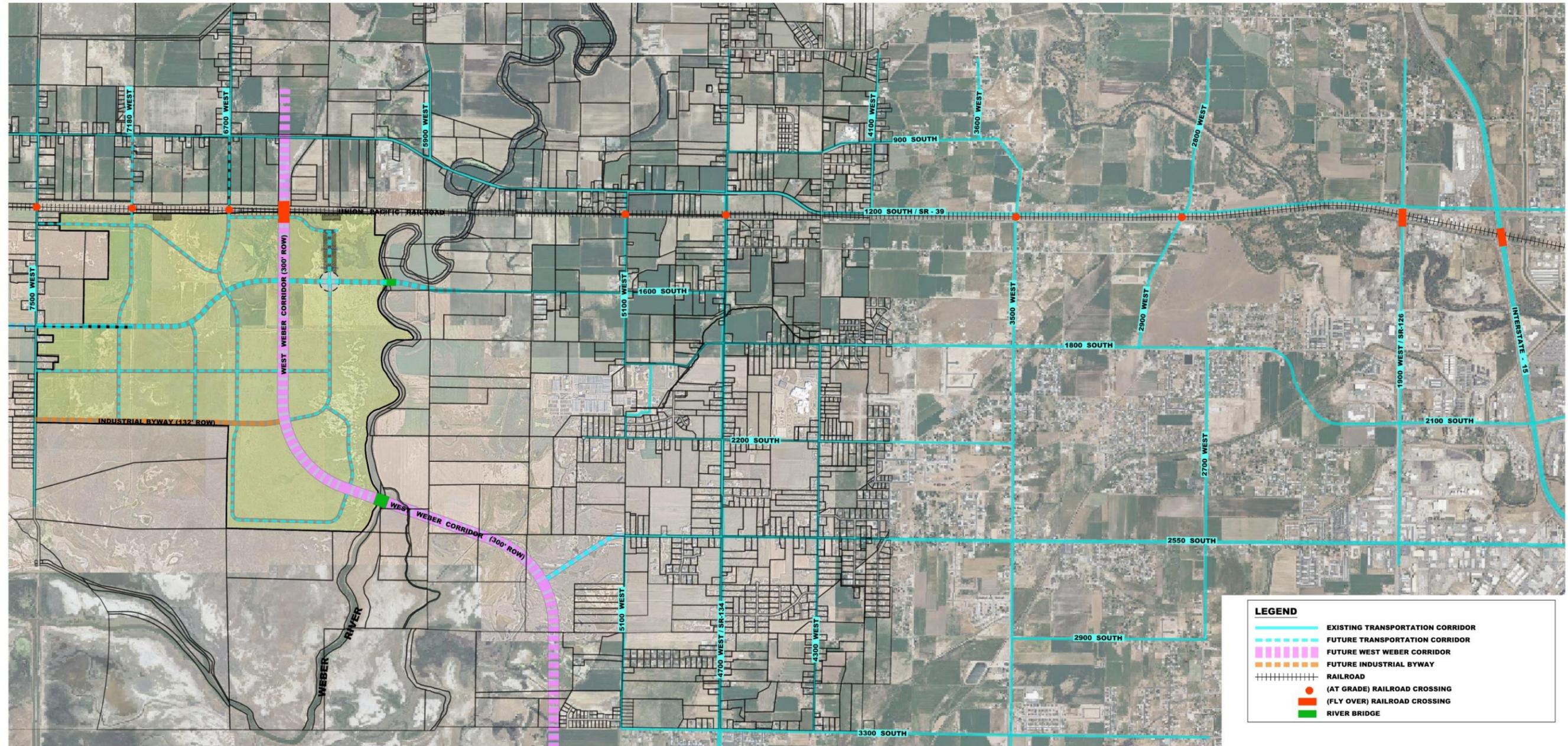


Figure 14. Regional Transportation.

Development Phasing

Westbridge Meadows's development phasing will be completed to balance many elements of the development, including:

- Transportation access according to an approved traffic study.
- Location and availability of utilities. Westbridge Meadows will pioneer or extend many utilities to the project. This undertaking will be done in an efficient and systematic way to not waste resources or cause undue burden for operation and maintenance.
- Production of a variety of housing products.
- Interior transportation connectivity.
- Initial development of open space and amenities to meet the established level of service.

Exhibit 6 depicts the first two phases of the development which are in keeping with the traffic study and include:

- **Phase 1.** This initial phase is located at the west of the development and will utilize 7500 West for access. Waterlines will be extended along 7500 West and loop through the property to 1200 South as determined by the water service provider. Sewer service will begin as a stand-alone package plant located at the south end of the open space within the Phase. Stormwater will be conveyed via sloughs from the project to the Great Salt Lake. This initial phase will include up to 800 units which, based on their location within the plan, will be predominantly single-family.
- **Phase 2.** This phase will add a major crossing of the Weber River from the project to 2550 South to provide secondary access and direct access to I-15. Utilities for this phase will be extensions of those started with Phase 1. This phase may include up to 1,100 units and will contain a wide variety of housing products.
- **Future Phases.** With the major transportation and utility infrastructure backbone in place with the first two phases, additional phases can be smaller, market driven areas adjacent to earlier phases. For example, Phase 1 shows remaining parcels of R1 zoning that can be easily expanded from the original development. An accounting of unit development will be kept ensuring that all milestones of access, infrastructure and unit types are met for these future phases. The traffic study will be updated as necessary to account for current conditions at the time and improvements necessary

for expansion, both on and off-site, will be addressed. A key element for these future phases will be the implementation of the Form Based Code since there will be sufficient demand at this point for the discussions and development of commercial and retail uses to begin planning.

DESIGN GUIDELINES

Design guidelines for the Westbridge Community are intended to establish the initial basis for development within the community. Further standards and definition will be presented throughout the development process and recorded as Covenants, Conditions, and Restrictions (CC&Rs) with each individual subdivision. A Homeowners' Association (HOA) will be established for the regulation and enforcement of CC&Rs. Over the course of development, sub-HOA areas may be established to address site specific improvements, housing elements or maintenance obligations.

Overall Design Guidelines

- If not specifically addressed by these Design Guidelines or subsequent clarifications, the Weber County Code and details apply.
- Internal accessory Dwelling Units (ADUs) are allowed in all residential products except for apartments, condos or stacked flats. Detailed ADUs to be regulated by existing Weber County Code. Any internal ADU must meet the following minimum requirements:
 - Separate entrance.
 - One additional off-street or designated parking stall.
- No minimum side yard is required for a single-story detached garage that shares a common wall with an adjacent lot, if the foundation is constructed at the same time and necessary fire codes are incorporated.

Table 2 contains amendments or clarifications to the existing Weber County Code that will be applicable to Westbridge Meadows.

Street-Block Length

- The existing Weber County Code is amended to account for the great diversity of products and potential block lengths, both with and without an intervening walkway.
- Private roadways may be used when determining street-block length.

Building Setbacks

- Lot building setbacks will vary slightly from the existing Weber County Code to establish definitive standards based on zones, removing references to single or two-story homes and addressing the use of alley-loaded products. Dimension changes are detailed for

each zone in Table 2 and detailed graphics are included in Appendix A. These details are to be used to establish minimum standards according to the following definitions:

- The Minimum Width for any residential lot shall be measured at the *designated* front setback which will be determined based on preliminary subdivision design. This method of measurement allows for design flexibility while maintaining basic lot dimensions. This minimum width is not necessarily associated with a roadway but may be an alley, shared driveway, etc.
- Minimum Lot Frontage is measured along a public right-of-way. Additional design and detailing may be required to address placement of utility meters and infrastructure such as streetlights, fire hydrants, electrical boxes, etc.
- Front Garage Setback is measured from the outside roadway element of back of curb or sidewalk to the garage door face.
- Front Living Setback is measured from the outside roadway element of back of curb or sidewalk to enclosed living space or side entrance garage. Unenclosed porches, decks, or overhangs may protrude into this setback a maximum of five (5) feet. Additional design and detailing may be required to address placement of utility services as well as their required clearances.
- Side Yard Setback, Garage Side is wider for all R1 lots to allow for back lot access as well as possible side storage. Any storage within this setback may also be further regulated by CC&Rs.
- Side Yard Setback is consistent for both sides for single-family lots in R2 and R3 zones as well as all alley-loaded lots.
- On Corner Lots, the side yard setback on the street side of the lot shall be measured from the outside roadway element of back of curb or sidewalk to enclosed living space. If a side entry garage is proposed, the Front Garage Setback must be met. Unenclosed porches, decks, or overhangs may protrude into this setback a maximum of five (5) feet. Additional design and detailing may be required to address driveway access location and corner sight triangle requirements.
- Rear Yard Setback is measured from the rear property line to enclosed and conditioned living space. Unenclosed decks or overhangs may protrude into this setback a maximum of five (5) feet.

Table 2. Design Guidelines

Zoning Designation	R1				R2	R3		FB
Sub-Set	R1-15	R1-12	R1-10	R1-5		R3-A	R3-S	
Street-Block Length								
No Pedestrian Path between roadways	1,000	800	700	600	500	500	500	TBD
With Pedestrian Path	2,000	1,600	1,400	1,200	1,000	1,000	1,000	TBD
- Maximum Distance to Path or Walk	750	600	500	500	400	400	400	TBD
Width & Frontage (1)								
Single Family, Minimum Lot Width	60'	50'	40'	40'	30'	Based on R2	Based on R2	TBD
Single Family, Minimum Lot Frontage	20'	20'	15'	15'	15'	Based on R2	Based on R2	TBD
Front Setback, Minimum (2)								
Max Garage Door % of Lot Width	50%	40%	40%	40%	30%	N/A	N/A	
Single Family Garage Face	25'	22'	20'	20'	20'	N/A	N/A	
Mitigating Measures Required (3)	1	2	2	3	3	N/A	N/A	
Multi-Family					See Setback Diagrams	See Setback Diagrams	See Setback Diagrams	
Side Setback								
Single Family, Non-Garage Side	7'	7'	7'	5'	5'	5'	5'	
Single Family, Garage Side	10'	10'	10'	10'	5'	5'	5'	
Single Family, Alley Loaded	5'	5'	5'	5'	5'	5'	5'	
Multi-Family					See Setback Diagrams	See Setback Diagrams	See Setback Diagrams	
Rear Setback								
Rear Setback, Project Exterior	30'	25'	20'					
Rear Setback, Interior	20'	20'	15'	15'	10'			
Multi-Family					See Setback Diagrams	See Setback Diagrams	See Setback Diagrams	

1. Minimum Lot Width measured at the designated Front Setback. Minimum Lot Frontage measured at the right-of-way line. See Setback Diagrams.

2. Front setback to be the *minimum* distance from the roadway to the designated front setback. See Setback Diagrams.

3. See "Garage Mitigation" section for more details regarding mitigation measures.

Architectural Standards

- o The architectural standards in this section are intended to establish general guidelines for Westbridge Meadows while anticipating additional detail with each subdivision’s approval. Listed in this section are examples of architectural styles that will be acceptable within the community. Requirements are based on styles rather than general material and coverage percentages to allow for distinction and variety in housing products. Architectural styles that include extreme colors (i.e. bright, non-earth tone), construction materials (i.e. log, un-treated wood), or styling (i.e. flat membrane roof, basement home) will not be allowed within Westbridge Meadows. However, reasonable variations in the architectural styles and construction materials are allowed and will be necessary to give flexibility for future trends in the marketplace. All variations in style

and material require approval from the Westbridge Meadows Architectural Review Committee (WMARC).

- **Single-Family Residential**

- To promote the design of subdivisions with a variety of products, the following community wide restriction will be enforced on single-family homes:
 - No home may be built on a lot next door to a previously selected single-family home with the same elevation and color scheme.
 - Main body exterior color may be used on adjacent homes but then must be offset by at least one home prior to resuming.



▪ **Architectural Styles.** The following general architectural styles may be incorporated into Westbridge Meadows:

▪ Traditional Architecture:

- A front porch is incorporated as a significant design element.
- Stucco or Fiber Cement Siding (FCS) are used for main sections of the house with brick or stone used for post bases, wainscoting or accent walls.
- Additional architecture features may include metal roofing accents, window grids, and shed roofs over windows or garages.

▪ Craftsman Architecture:

- Low pitched roof which often incorporates hips.
- Porch beams and columns are emphasized as design elements.
- A variety of materials and textures are encouraged.
- Vertical, multiple windows are encouraged.
- Additional architecture features may include metal roofing accents, decorative trim, window grids, and shed roofs over windows or garages.



▪ Farmhouse Architecture:

- Square front porch beams wrapped in FCS.
- FCS covering main portions of home.
- Corbels under metal roofs and front porch are encouraged.
- Additional architecture features may include metal roofing accents, window grids, shed roofs over windows and garages, and corbels.



- Scandinavian Architecture:
 - Simple lines, colors and minimal accents are used.
 - Steeper pitched roofs on front gables creating a taller, slenderer prominent feature.
 - Taller, more slender windows used to emphasize height and accentuate the front elevation features.
 - Minimal but strategic placement of faux wood, stone, stucco, and FCS used in contrasting colors to highlight and emphasize areas of the home.
 - Additional architecture features may include metal roofing accents and bold facia.



- Modern Architecture:
 - Incorporation of strong, simple lines for roof and materials.
 - Shallow slope roofs are used.
 - Multiple materials are encouraged.



- **Multi-Family Residential (Attached Units, Townhomes and Stacked Units).** With the variety of products, configurations, theme, and materials available for Multi-Family Residential, approval of these uses will be incorporated into the subdivision review process and WMARC. Architectural elements are to be similar to those listed for single-family housing based on architectural style.

Parking Standards

- All residential uses are to provide the following parking accommodations:
 - Residential uses to provide a minimum of two (2) car parking stalls per unit.
 - Studio and one-bedroom products may reduce parking requirements to one-and a-half (1.5) stalls per unit.
 - An additional on-site or designated stall is required for use of an ADU.
 - Alley loaded or detached garages are not required to be constructed with the initial house construction if the necessary foundations are installed for the eventual use of the garage construction and adequate surface parking outside the front setback is provided.
 - Shared driveways may be utilized if parking, backing, and access are provided.
 - Attached housing products may incorporate:
 - Tandem parking.
 - Car ports when utilizing architectural elements of the main housing product.
 - Multi-family products to provide guest parking at a rate of 1 designated stall per 3 units.

Garage Mitigation

- The relationship between the garage and the main house is critical in maintaining the character of the community and should be carefully planned. The goal is to avoid “garage dominated” streetscapes by encouraging a variety of garage locations and treatments. It is understood that some sites, housing products or owner preference may result in lot layouts and houses with the garage as a more prominent feature of the front elevation. If used, these more prominent garage plans require mitigating measures to be incorporated as outlined in Table 2.

- Mitigation measures include the following options:
 - Separated Doors. Single, separate garage doors are encouraged rather than overall larger doors. The minimum separation is to be 18 inches.



Figure 15. Examples treatments for separated doors.

- Trellis / Treatment. A trellis, columns or offset features are encouraged to create depth and interest for the garage face. If used, these features should match or compliment other similar trim materials, style and color.



Figure 16. Examples treatments of trellis’.

- Windows and Trim. Windows and trim treatment of garage doors should be selected to complement the architectural style, features, doors, and windows of the house.



Figure 17. Examples treatments of windows and trim.

- Color and Material. Numerous options for colors, materials, finishes and hardware are available to complement the color, style or other elements of the house.



Figure 18. Example treatments color and material.

- Driveway Material / Detailing. Garage doors may also be de-emphasized using alternate driveway materials or detailing. These alternatives may include stamped concrete, exposed aggregate, colored concrete, unique landscaping, or other approved applications.



Figure 19. Example treatments for driveway materials and detailing.

- **Third Car Garage Requirements.** If a third car garage is to be provided, the following criteria must be met:
 - The third car door to be placed on a different plane (two (2) foot minimum offset) or direction than the other garage doors.
 - All garage doors to be the same height unless approved by the AC.
 - All garage doors to be similar color and style unless approved by the AC.



Figure 20. Example of treatments for a third car garage.

Roadway Sections

Roadway sections for use withing the development is contained within Appendix B. The following conditions apply to all roadways within the development:

- Roadway hierarchy will be followed to emphasize safety, efficient traffic flow, reduction of “cut-through” traffic and the production of a more livable community.
- With emphasis on garage mitigation, alley loaded lots are encouraged with the appropriate alley loaded roadway sections.
- Due to the isolated nature of the project, roads are not required to follow section or quarter section lines. Connection points will be required for master planned roadways outside of the development.
- Minimum street grade to be 0.40%.
- Any roadway cross section may be increased to accommodate the upgrade of a sidewalk to a pathway, parking, increased planter depth or addition of a fence.

APPENDIX A

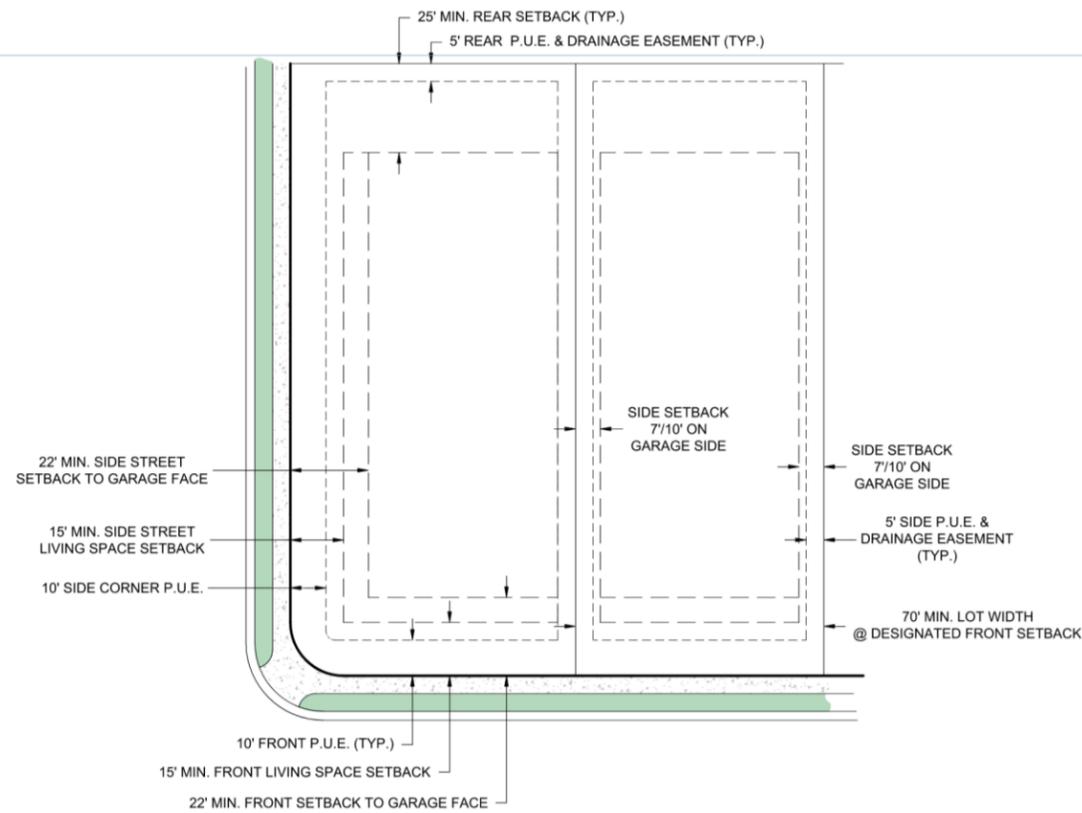


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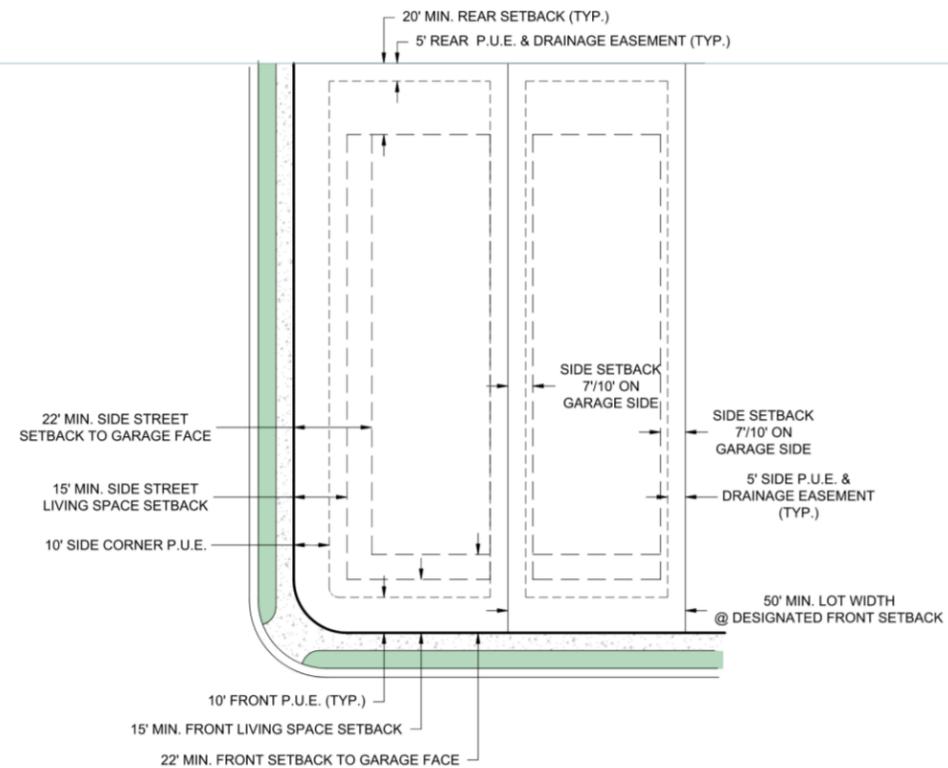
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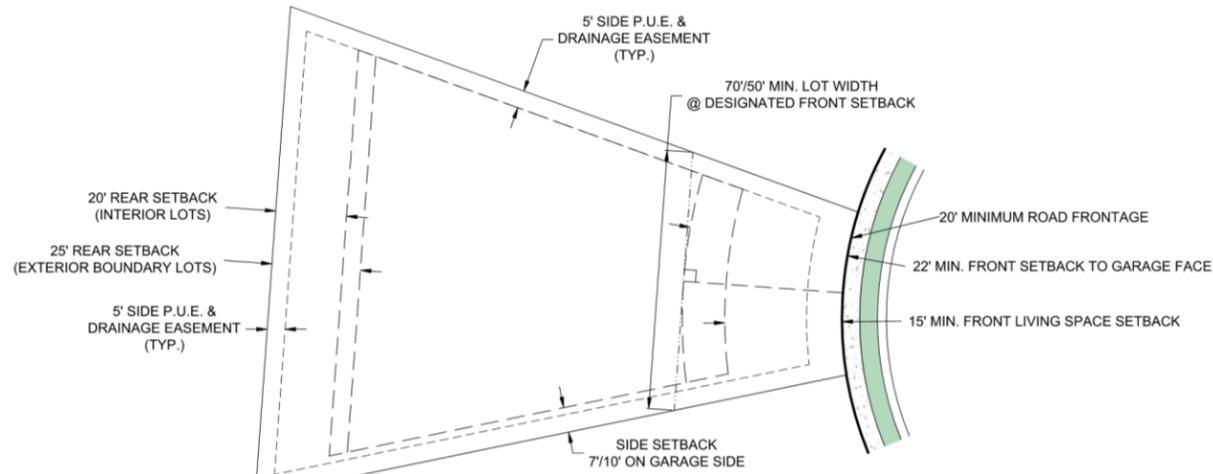
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R1-12 SINGLE FAMILY SETBACK DIAGRAMS



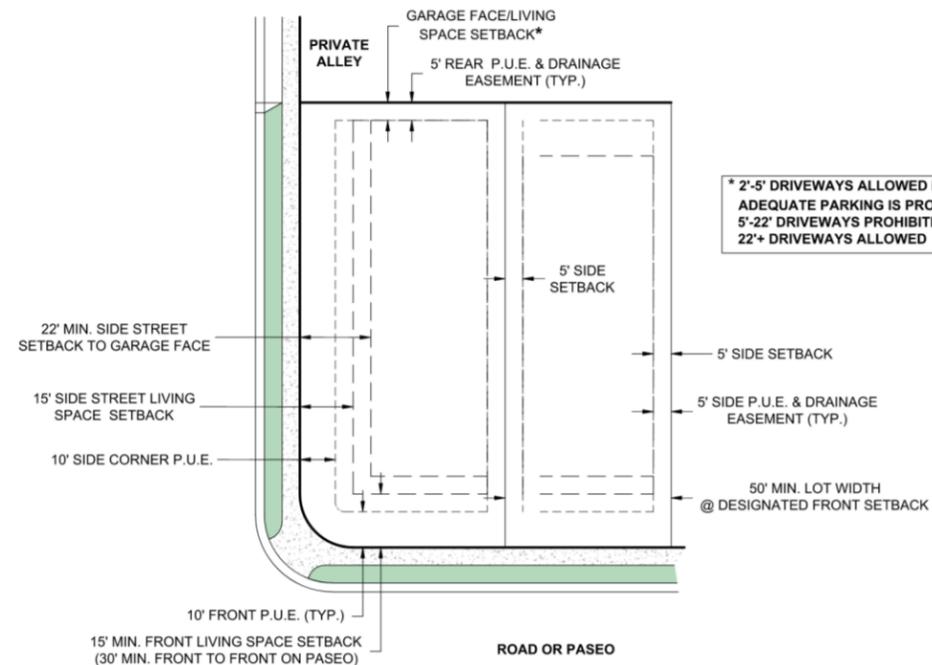
R1-12 EXTERIOR BOUNDARY LOTS



R1-12 INTERIOR LOTS



R1-12 RADIAL LOT SETBACKS



R1-12 ALLEY LOAD

* 2'-5' DRIVEWAYS ALLOWED IF ADEQUATE PARKING IS PROVIDED
5'-22' DRIVEWAYS PROHIBITED
22'+ DRIVEWAYS ALLOWED

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DESIGNED BY:
GDM / NKW
SCALE:
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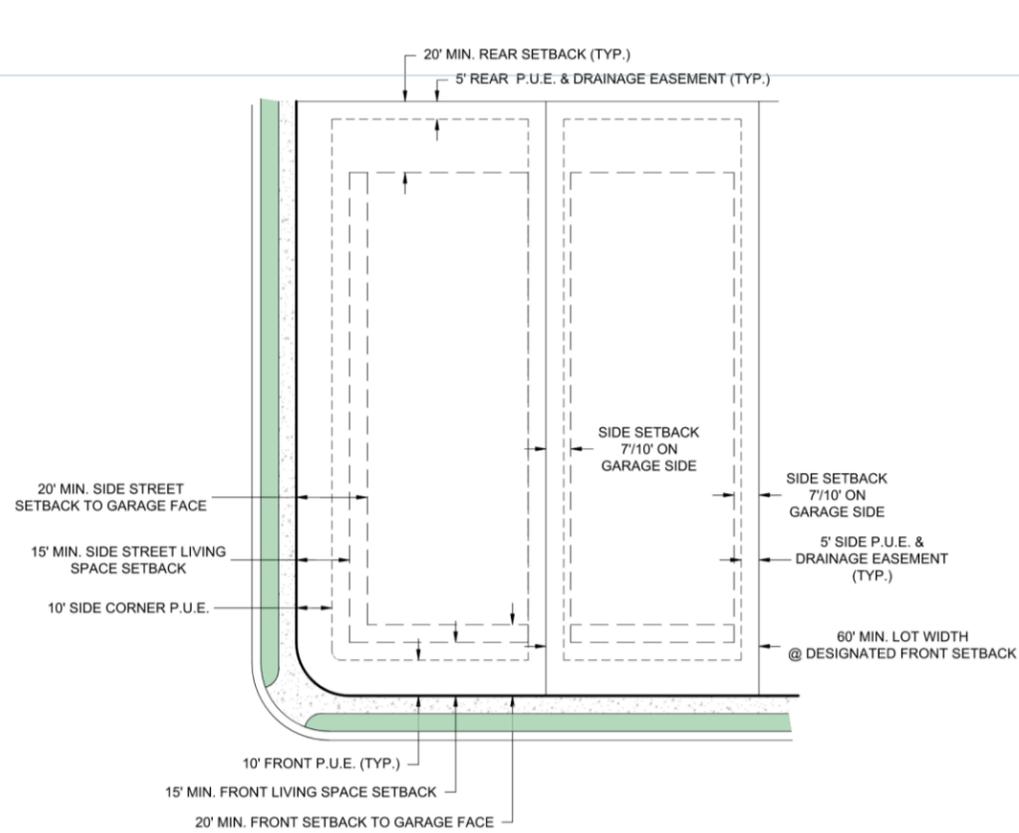


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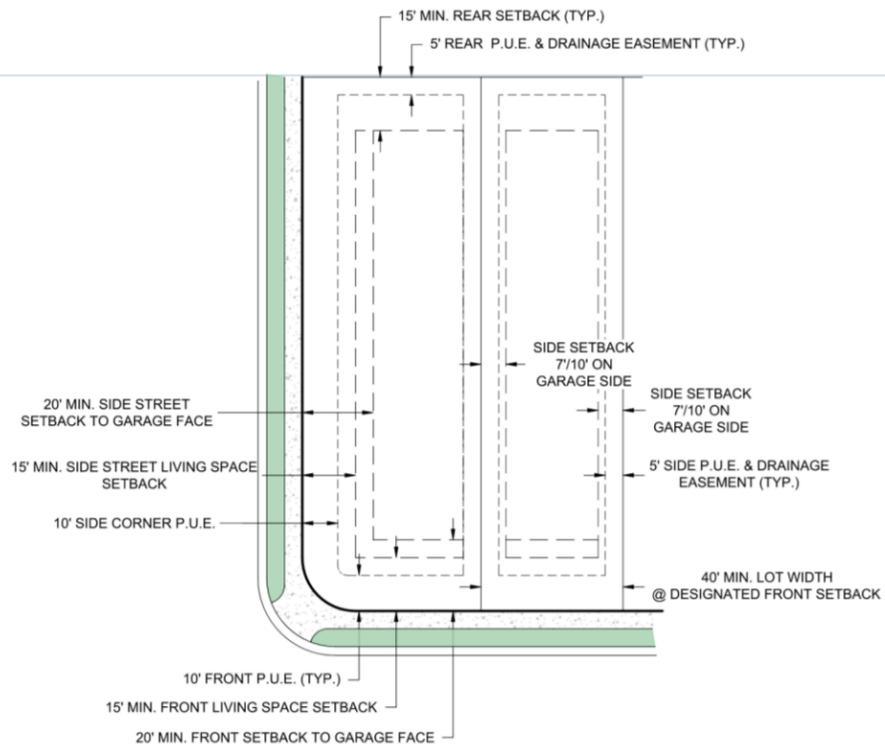
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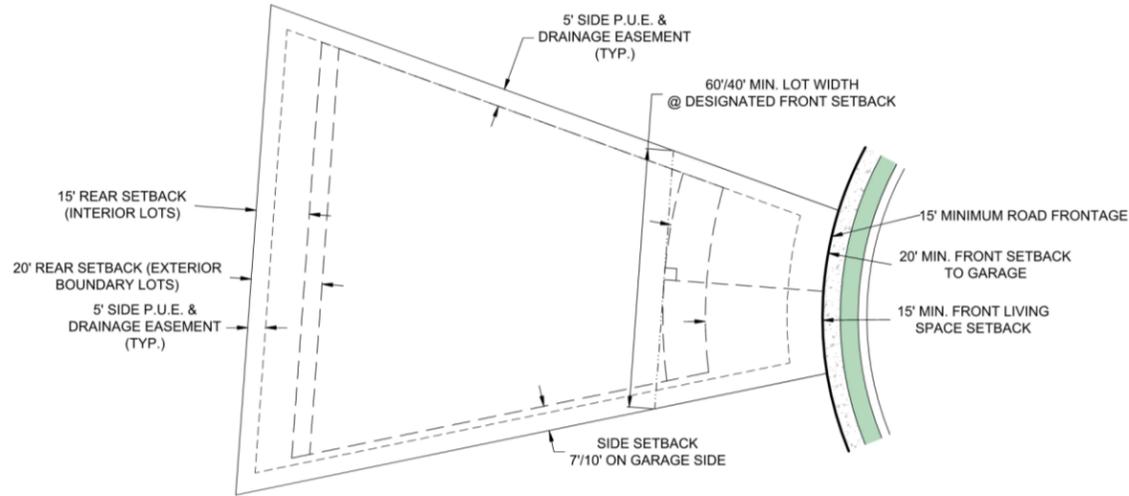
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R1-10 SINGLE FAMILY SETBACK DIAGRAMS



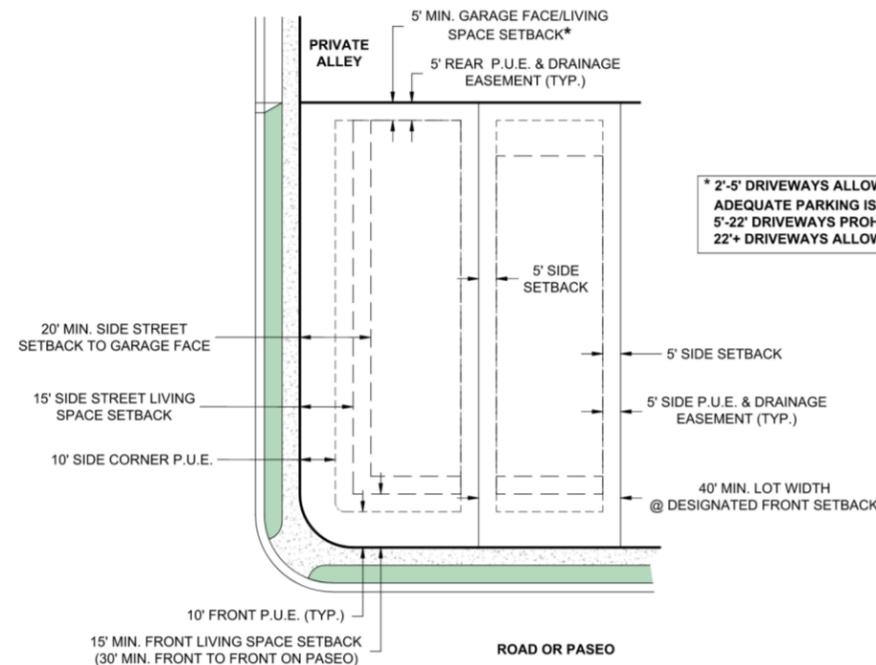
R1-10 EXTERIOR BOUNDARY LOTS



R1-10 INTERIOR LOTS



R1-10 RADIAL LOT SETBACKS



R1-10 ALLEY LOAD

* 2'-5' DRIVEWAYS ALLOWED IF ADEQUATE PARKING IS PROVIDED
 5'-22' DRIVEWAYS PROHIBITED
 22'+ DRIVEWAYS ALLOWED

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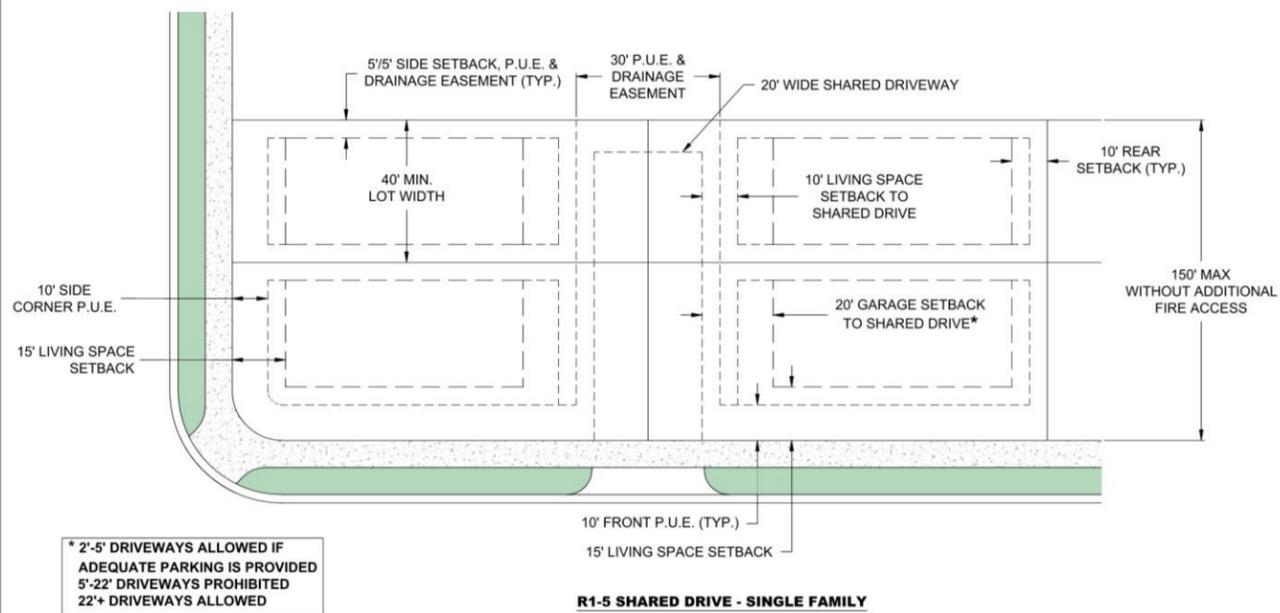
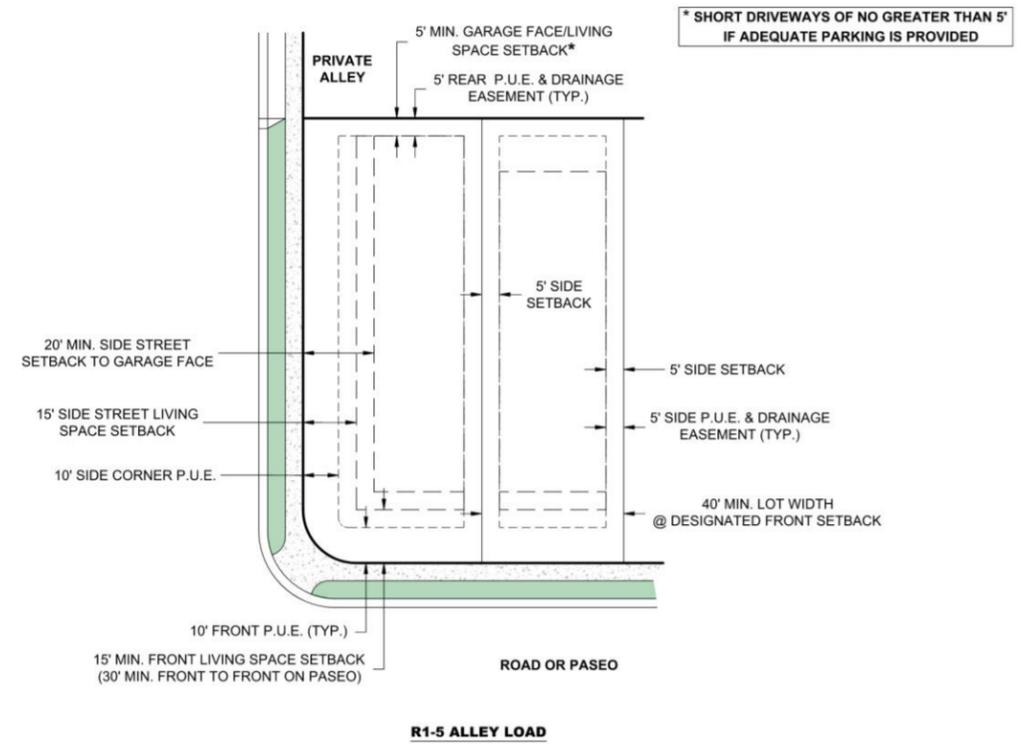
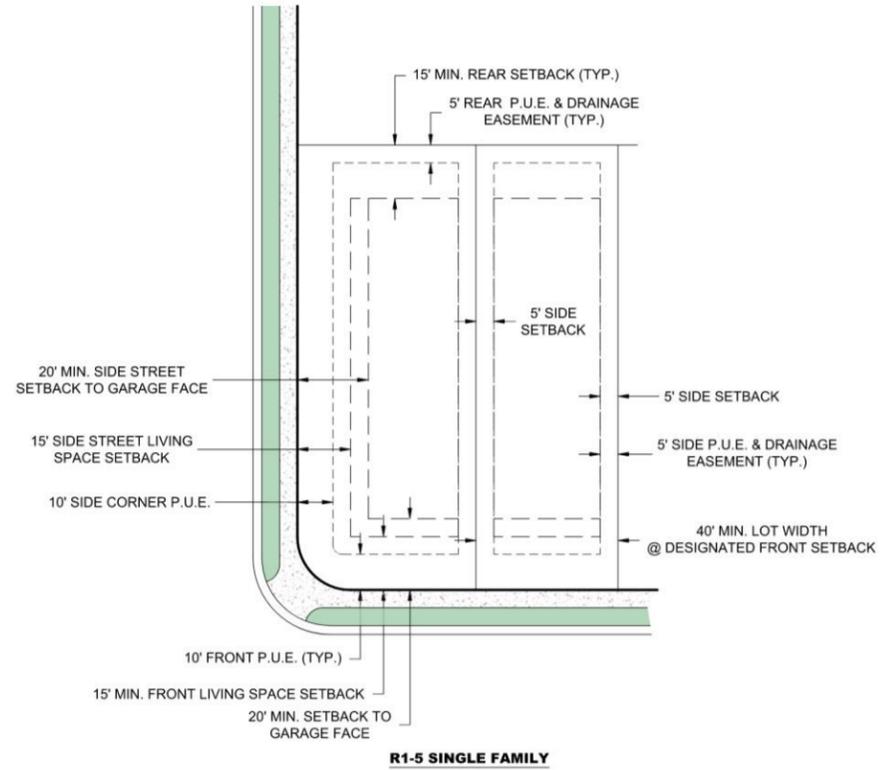
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R1-5 SINGLE FAMILY SETBACK DIAGRAMS

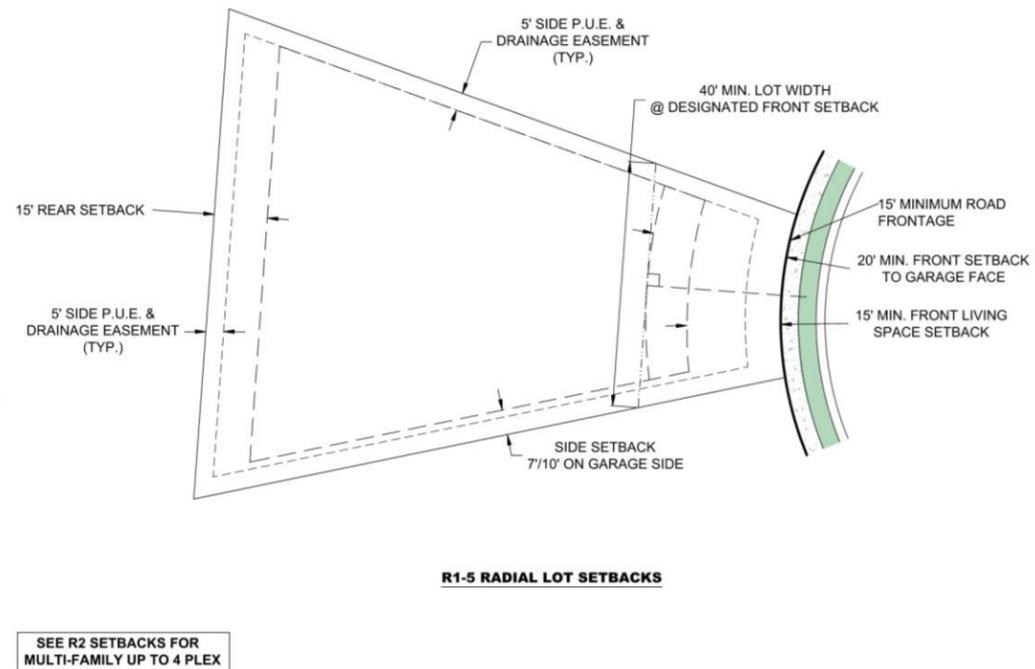
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* 2'-5' DRIVEWAYS ALLOWED IF ADEQUATE PARKING IS PROVIDED
5'-22' DRIVEWAYS PROHIBITED
22'+ DRIVEWAYS ALLOWED



SEE R2 SETBACKS FOR MULTI-FAMILY UP TO 4 PLEX



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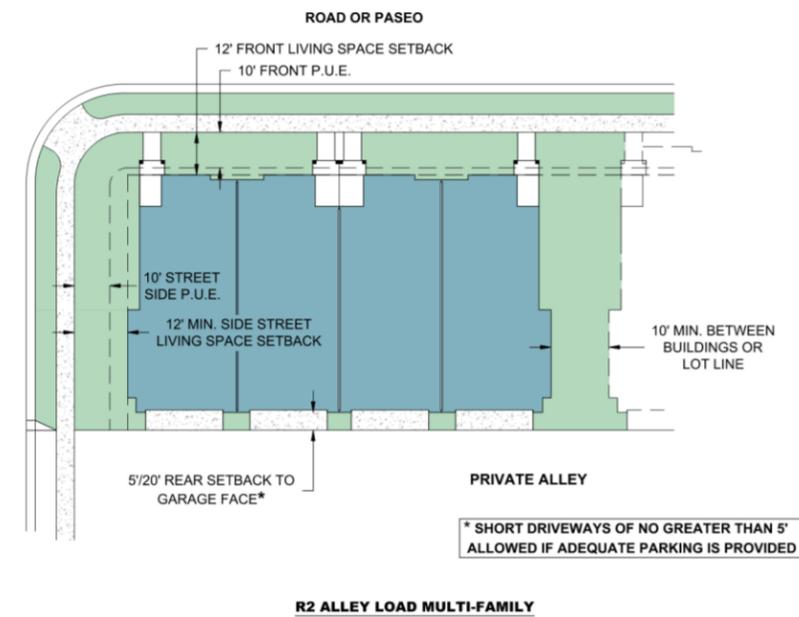
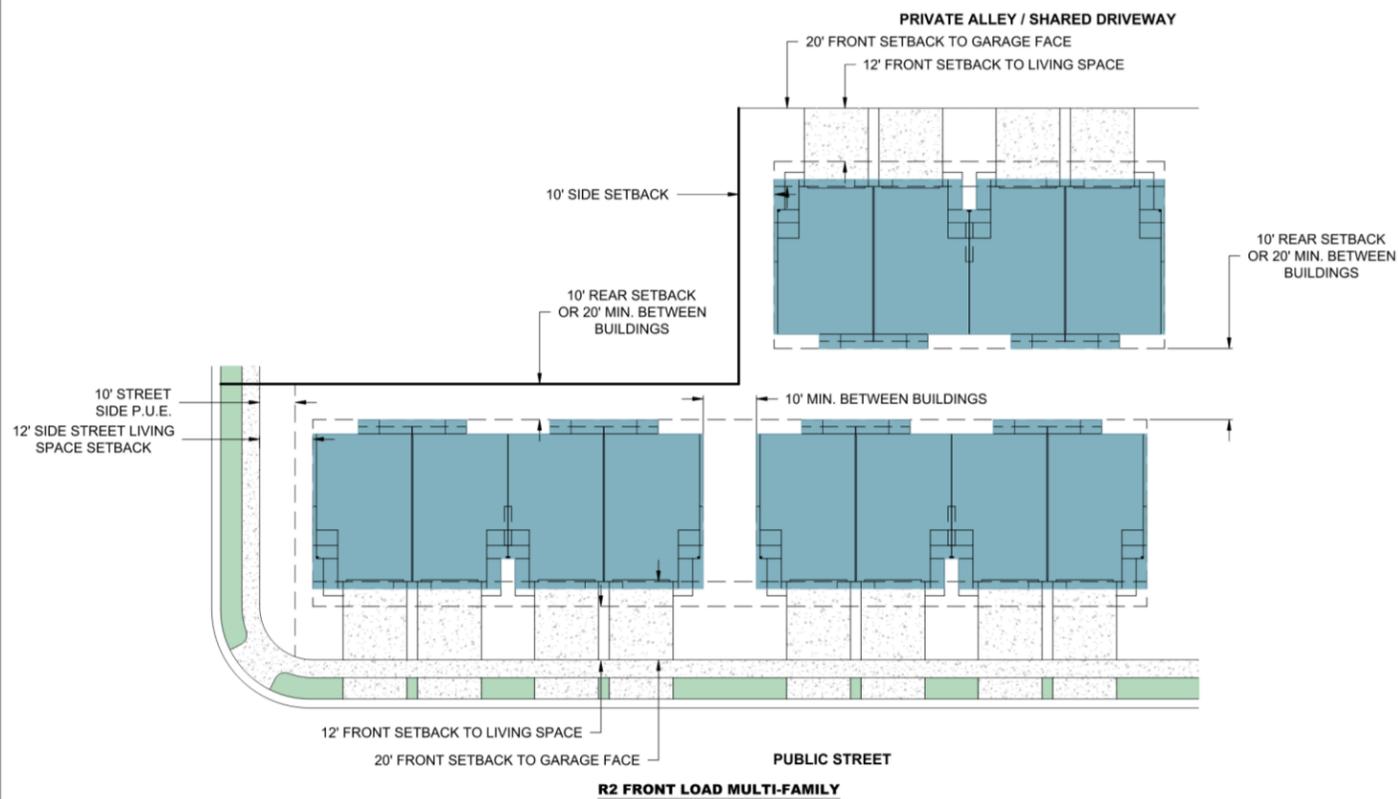
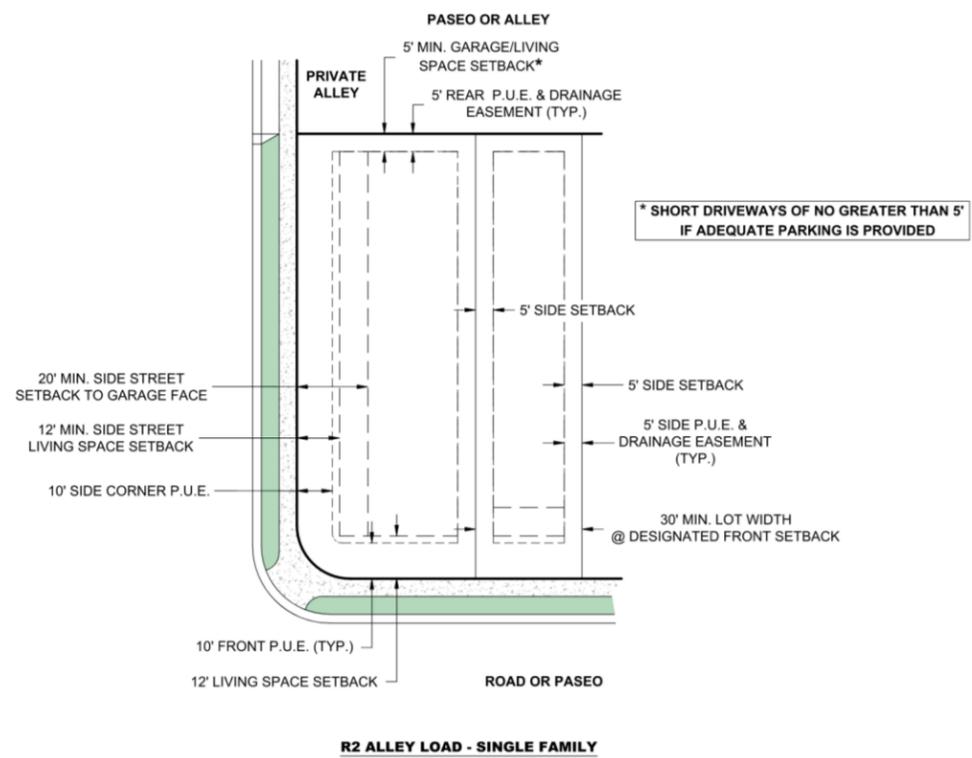
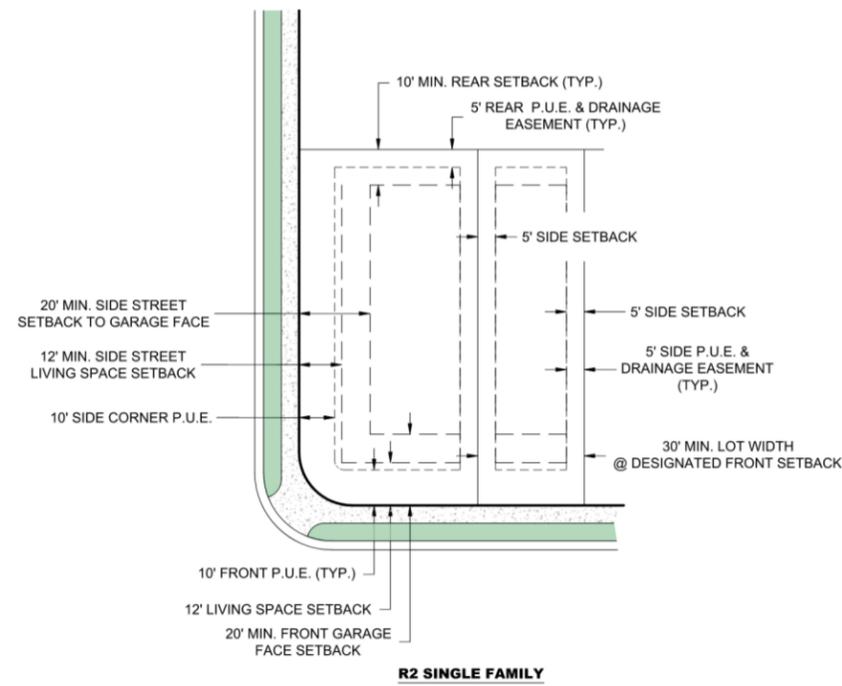
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WESTBRIDGE MEADOWS
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R2 SINGLE & MULTI-FAMILY SETBACK DIAGRAMS

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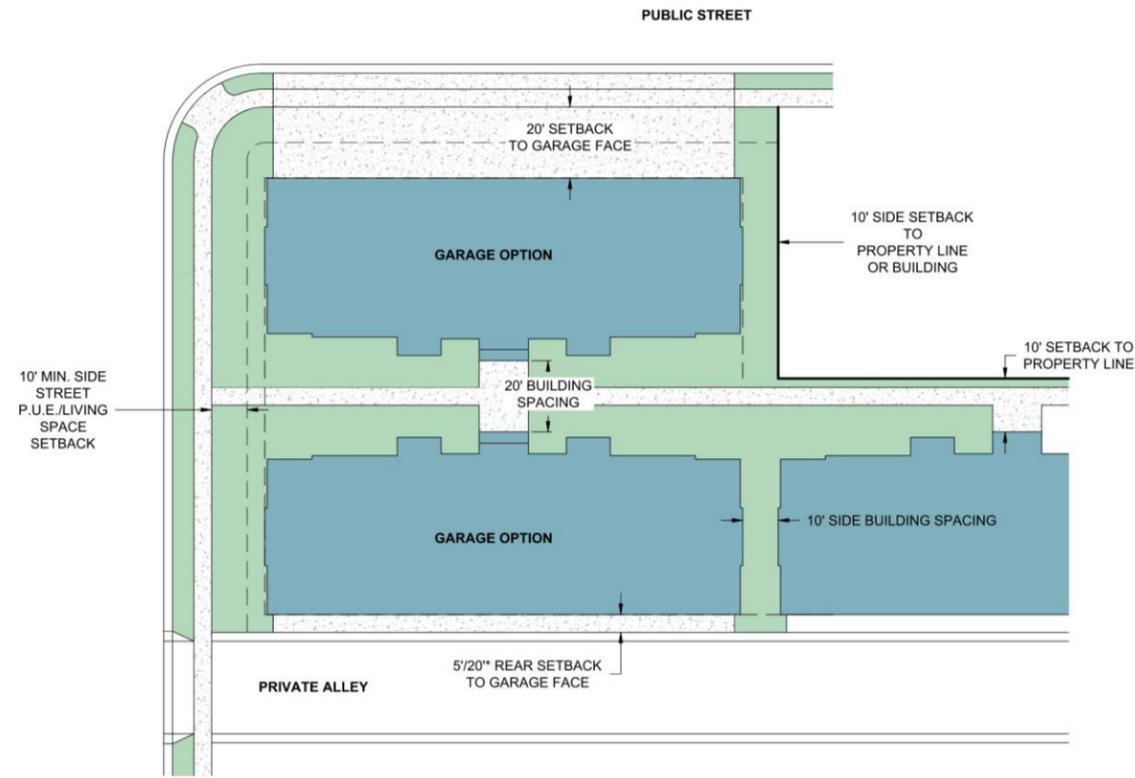
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R3-B STACKED FLAT, MULTI-FAMILY SETBACK DIAGRAM

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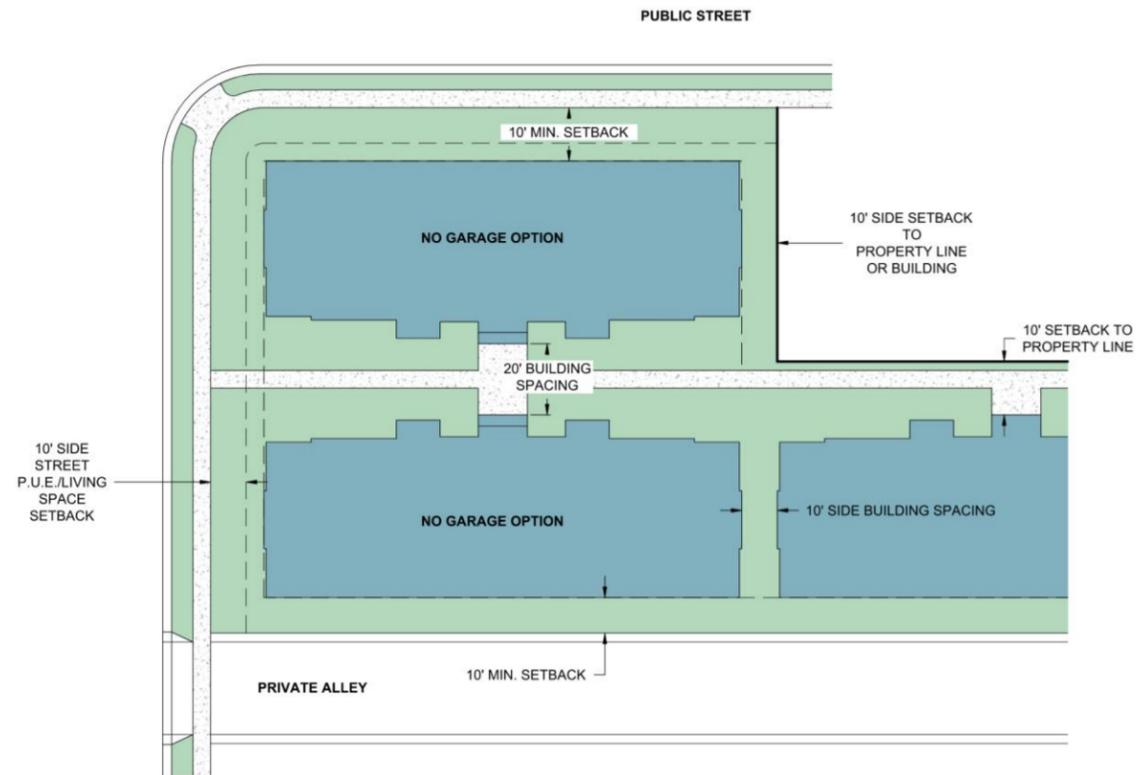
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* SHORT DRIVEWAYS OF NO GREATER THAN 5' ALLOWED IF ADEQUATE PARKING IS PROVIDED

R3-B STACKED FLAT MULTI-FAMILY



* SHORT DRIVEWAYS OF NO GREATER THAN 5' ALLOWED IF ADEQUATE PARKING IS PROVIDED

R3-B STACKED FLAT MULTI-FAMILY

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APPENDIX B

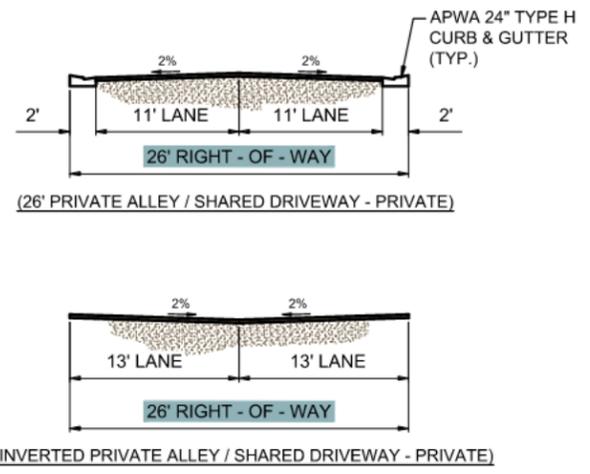


WESTBRIDGE MEADOWS
WEBER COUNTY, UTAH
STREET SECTIONS

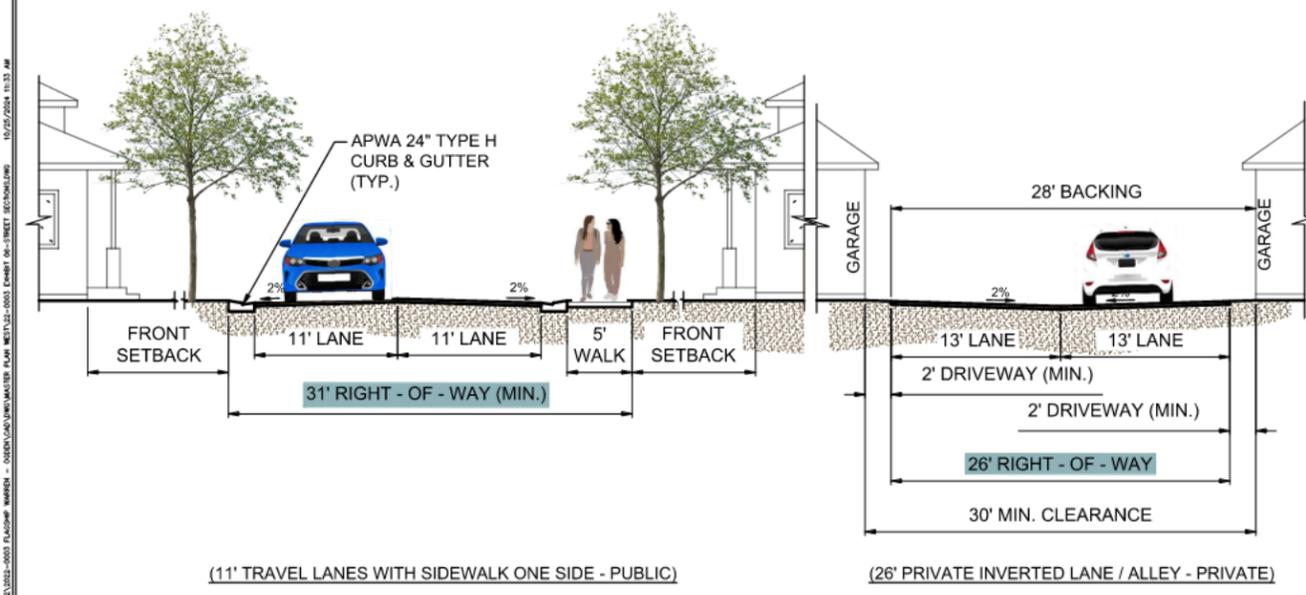
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DRAWN BY: BLS
DESIGNED BY: GDM / NKW
SCALE: N.T.S.
DATE: 10/25/2024
EXHIBIT

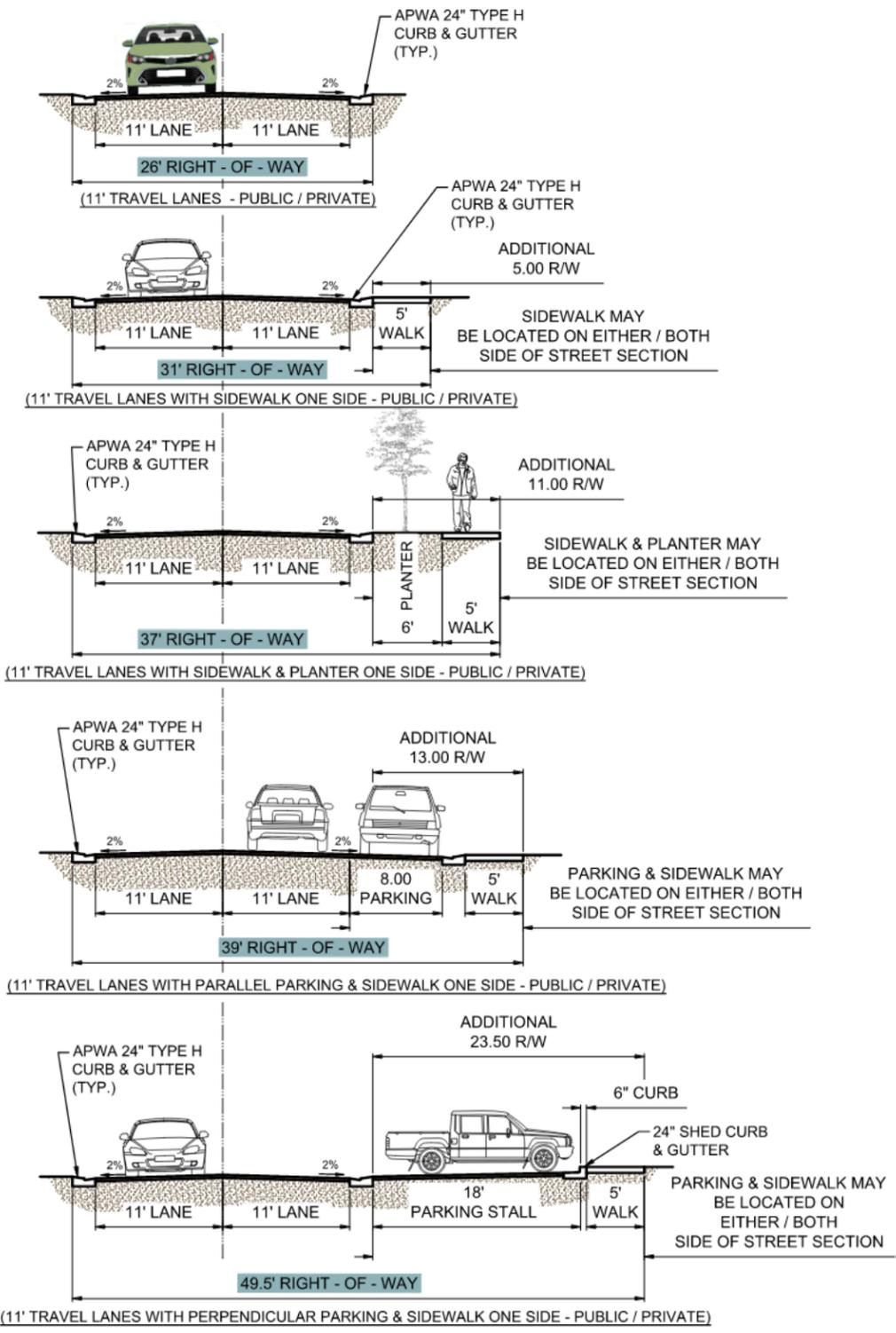
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PRIVATE ALLEY / SHARED DRIVEWAY SECTIONS



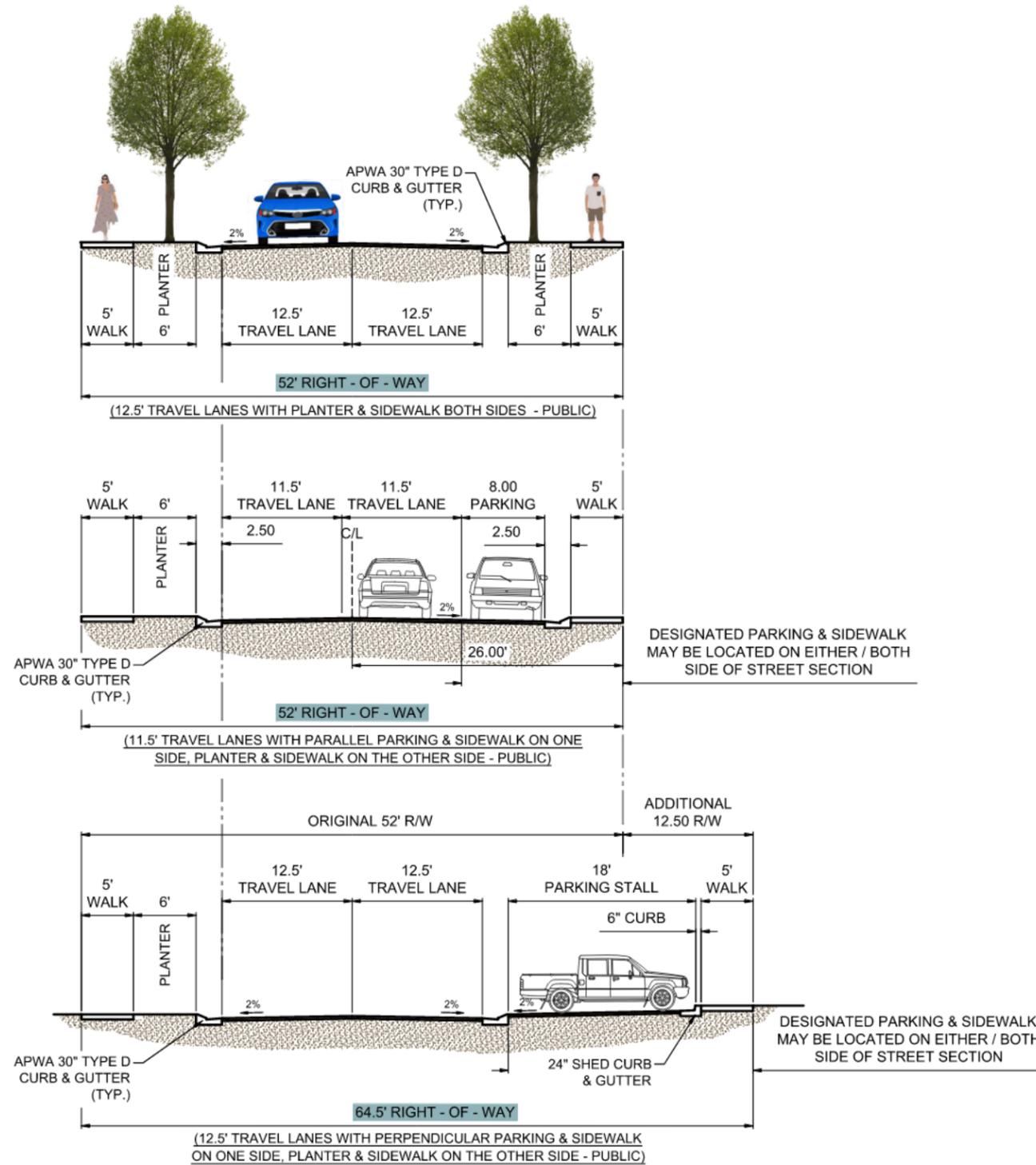
TYPICAL ALLEY LOAD SECTION



SUB-LOCAL STREET SECTIONS



WESTBRIDGE MEADOWS
WEBER COUNTY, UTAH
STREET SECTIONS



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BLS
DESIGNED BY:
GDM / NKW
SCALE:
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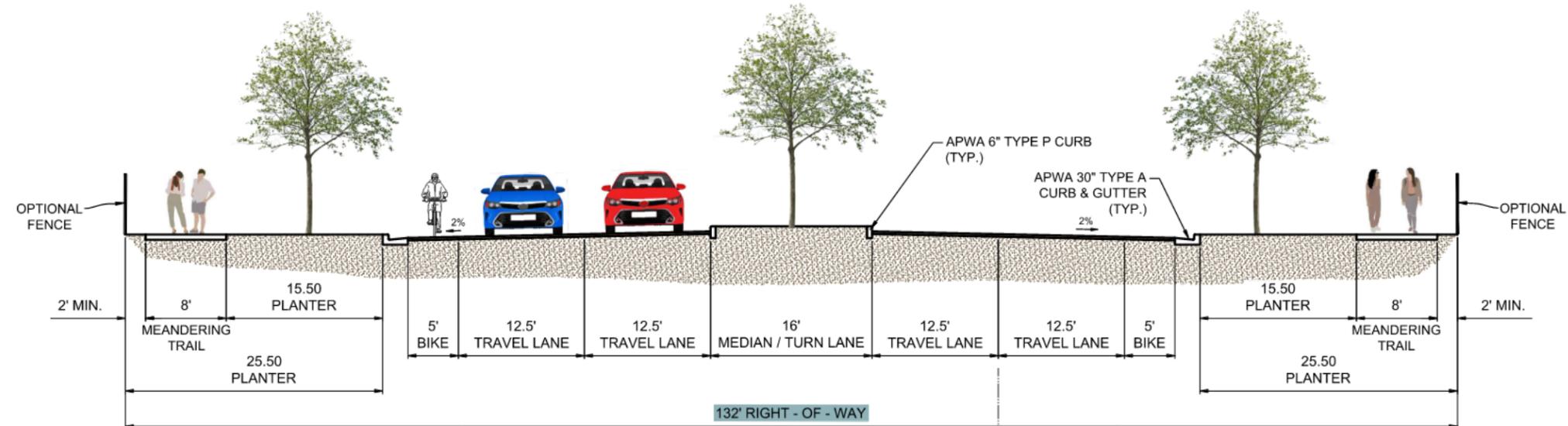
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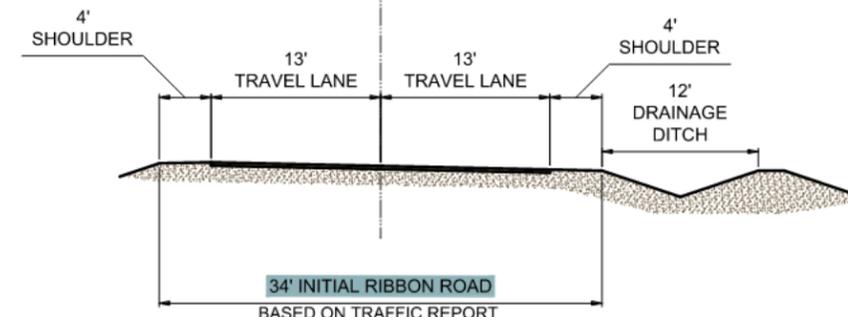
LOCAL STREET SECTIONS

LEI
 - A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
 3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com

WESTBRIDGE MEADOWS
 WEBER COUNTY, UTAH
STREET SECTIONS



132' RIGHT - OF - WAY



(2-12.5' TRAVEL LANES / 5' BIKE LANES & 16' MEDIAN WITH
 PLANTER & 8' TRAIL BOTH SIDES - PUBLIC)

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 2022-0003
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 BLS
 DESIGNED BY:
 GDM / NKW
 SCALE:
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 SHEET

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ARTERIAL STREET SECTION

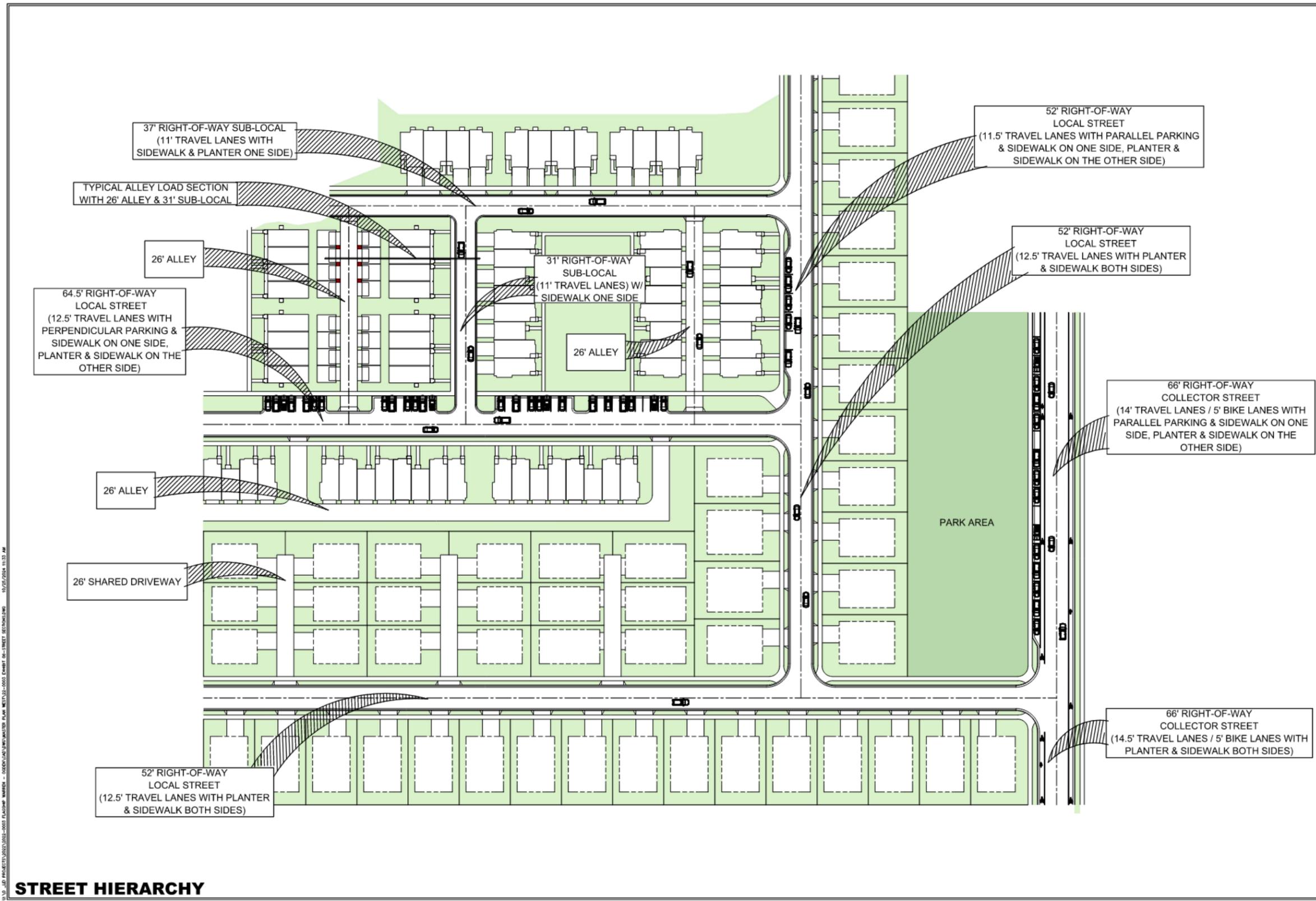


WESTBRIDGE MEADOWS
WEBER COUNTY, UTAH
STREET HIERARCHY

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LEI PROJECT #
2022-0003
DRAWN BY:
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DESIGNED BY:
GDM / NKW
SCALE:
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STREET HIERARCHY

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LEI
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 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com

WESTBRIDGE MEADOWS
 WEBER COUNTY, UTAH
CURB & GUTTER DETAILS

REVISIONS	
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LEI PROJECT #	2022-0003
DRAWN BY:	BLS
DESIGNED BY:	GDM / NKW
SCALE:	N.T.S.
DATE:	10/25/2024
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6

PRIVATE ALLEY / SHARED DRIVEWAY

- ADT < 200 PER ACCESS POINT
- PRIVATE DRIVES
- ACCESS FROM LOCAL / SUB-LOCAL TO HOUSES
- PRIMARY ACCESS TO GARAGES
- POSTED SPEED 15 MPH OR LESS

SUB-LOCAL STREET

- ADT < 800
- CONNECTS ALLEYS TO LOCAL STREETS
- CONNECTS BETWEEN LOCAL STREETS
- FRONTAGE ROAD FOR ALLEY LOAD LOTS
- DESIGN LAYOUT TO DISCOURAGE THROUGH TRAFFIC
- INCORPORATES TRAFFIC CALMING METHODS
- INCORPORATES STREET PARKING OPTIONS BASED ON ADJACENT USES
- POSTED SPEED 20 MPH OR LESS

LOCAL STREET

- ADT < 2,500
- STANDARD FOR SINGLE FAMILY LOTS GREATER THAN 8,000SF
- INCORPORATES STREET PARKING OPTIONS BASED ON ADJACENT USES
- PEDESTRIAN USE EMPHASIZED
- INCORPORATES PATHWAYS FOR MAJOR PEDESTRIAN CONNECTIVITY
- DESIGN LAYOUT TO DISCOURAGE THROUGH TRAFFIC
- POSTED SPEED 30 MPH OR LESS

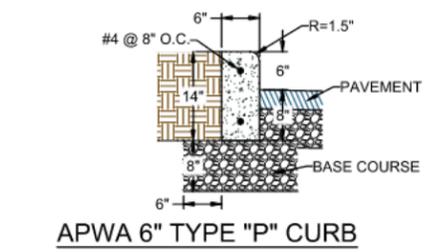
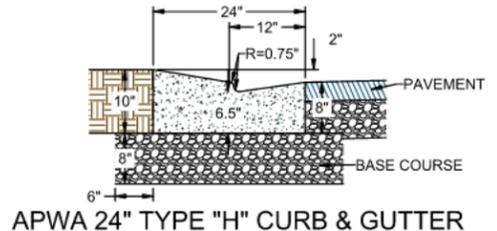
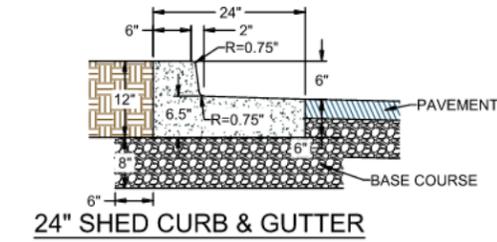
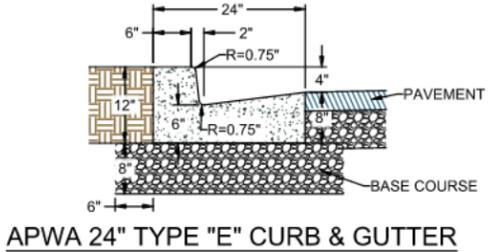
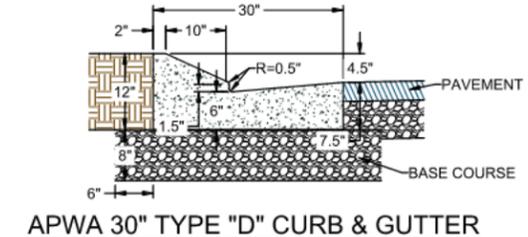
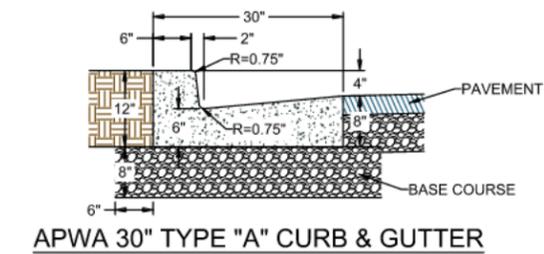
COLLECTOR STREET

- ADT & PROPOSED SPEED BASED ON TRAFFIC STUDY
- BIKE LANE INCORPORATED
- PARALLEL PARKING OPTIONS
- INCORPORATES PATHWAYS FOR MAJOR PEDESTRIAN CONNECTIVITY
- LIMITED ACCESS
- NO INDIVIDUAL DRIVEWAYS
- PRIVATE LANE / ALLEY ACCESS ALLOWED

ARTERIAL STREET

- ADT & PROPOSED SPEED BASED ON TRAFFIC STUDY
- BIKE LANE INCORPORATED
- TRAIL INCORPORATED ON BOTH SIDES
- LIMITED ACCESS
- NO INDIVIDUAL DRIVEWAYS
- NO PRIVATE LANE / ALLEY ACCESS ALLOWED
- MINIMIZED INTERSECTIONS

STREET SECTION USAGE



CURB & GUTTER DETAILS

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APPENDIX C



A New Approach to Address Today's Affordable Housing Crisis

> Redesign homes to meet the challenges of Utah homebuyers

Reduce initial home qualifying costs by 20-30%

Offset mortgage costs by 40-60% with tax free rental income

> Support FlexHome buyers from initial purchase thru expansion phases (5 yrs)

Efficient Designs reduce initial costs with open floorplans and distinctive elevations off the same platform

Flexible Designs for future expansions eliminate remodel penalties

Integrated Designs for rental flexibility with private entrances/living spaces for tenants OR extended family

The Home You Need When You Need It



A home you can qualify for today....and build equity to expand when you are ready!



FlexReady Plan
FlexGarage Plan
1,232 square feet
3 Bedroom
1.5 - 2.5 Bathrooms

Eliminates Expansion Penalties
Foundation complete
No concrete work
No excavation
Plumbing connections in place
Patent-pending utility connector
Electrical connections in place
Independent HVAC
No structural changes
Simple roof connection



Completed Plan
1,742 square feet
4 Bedroom
2.5 - 3.5 Bathrooms
Integrated rental options

Get into the market NOW and GROW with it



Creating Value for New Homeowners

- > Utah's 300,000 rental households face a daunting task - keep paying rent and save over \$2,000 per month just to stay even with the housing market
- > FlexHomes provides unique options for homeowners at any stage of life with:

A low-cost entry point. Buy the home you need now that is designed for your future

Confidence to expand when you are ready

Save NOW on interest costs, property taxes, insurance and utilities as you wait to expand
Consider DIY options or use preferred contractors for expansion

Access to the best path to build personal wealth

Start building equity and fight inflation by getting into the market NOW
Enjoy tax-free benefits - the increase in your home is tax free and your interest costs are deductible
Pay yourself, not the landlord. A portion of your mortgage payment goes to your principal

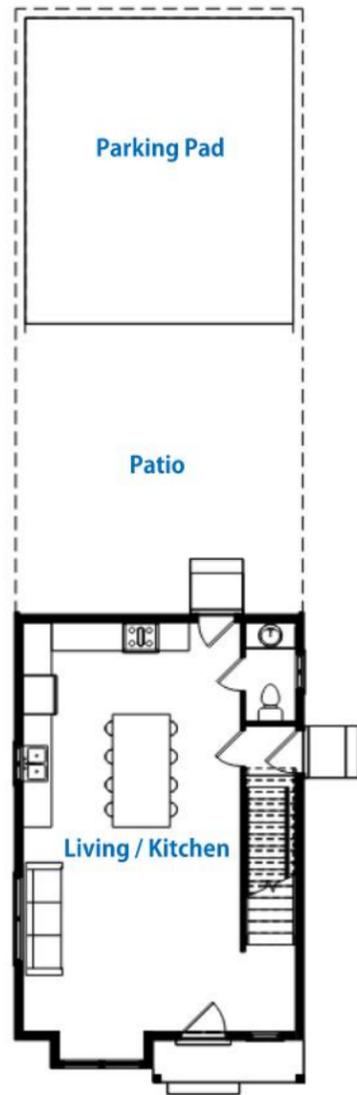
Financial stability from tax-free rental income

You decide when and if you want to rent a portion of your home. The design gives you flexibility AND privacy
FlexHomes can be qualified as ADUs (Auxillary Dwelling Units) which give you flexibility to rent to a family
Separate entrances also give you confidence you rent to family or unrelated parties - up to 4 in most communiites

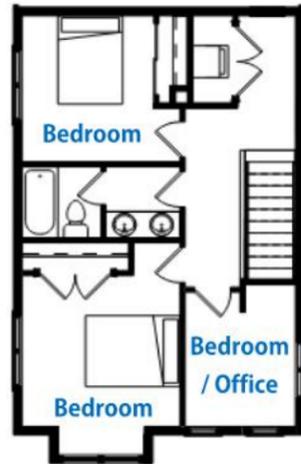
Live In It...Expand It...Rent It...Love It



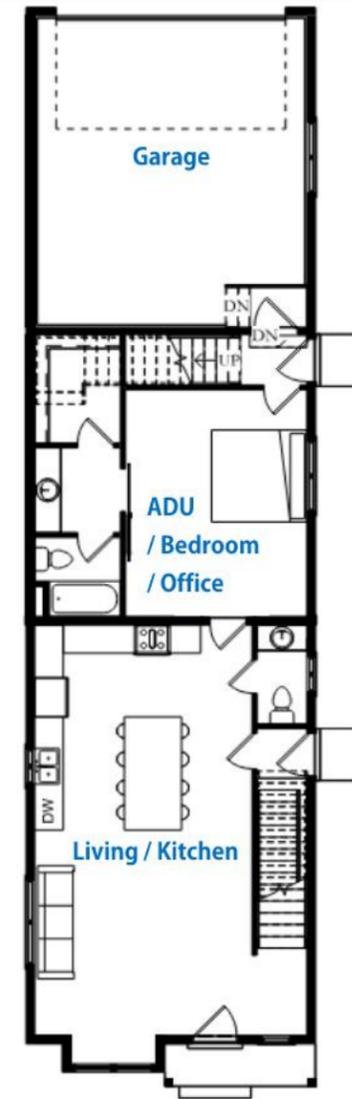
20' FlexGen - FlexReady & Complete



FlexReady
 1,232 sf
 3 Bedroom
 1.5 Bath (2.5 Option)
 2 Car Parking Pad
 Patio



FlexHomes Communities
 Alley Load Preferred
 Additional Parking for ADU
 Expansions in Alley
 Promotes Investment
 Adapts to Life Stages



Complete Plan
 2,192 sf
 5 Bedroom
 3.5 Bath (4.5 Option)
 2 Car Garage
 ADU Rental Option





Creating Value by Strengthening Communities

- > **FlexHomes gets rid of the traditional concept of dead-end affordable housing**
- > **FlexHomes are drivers of community growth, investment and diversity**
- > **Communities benefit from accessible, stable, and investable communities**

Employers need affordable and stable housing options to support growth NOW

Investment in FlexHomes continues to increase property values

Lack of housing flexibility is driving away younger and early professionals in the region

Integrated rental / ADU options provide affordable options with a planned approach for parking/access etc.

Financial stability from lower initial costs and rental income potential help avoid boom/bust cycles

- > **City partners are needed to help homeowners get into the housing market NOW**

Reduce initial impact fees to reflect phased expansion timing

Streamline building permit fees for phased expansions in original submission

Add flexibility for lot size, setbacks, and road widths to support product mix of alley and shared driveways

Defer initial garage build to reduce qualification needs if design and foundation is incorporated in initial build

Maybe Rents Will Drop...And Unicorns Are Real



2 Story Plans - 20' Wide





20' FlexGarage - FlexReady & Complete





2 Story Plans - Streetscape





1 Story Plans



EXHIBIT B: DRAFT DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT
Between
WEBER COUNTY, UTAH
and
Westbridge Development, LLC
for the
Westbridge Meadows Master Planned Community

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Note to staff:

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

Table of Contents

Table of Contents 2

DEVELOPMENT AGREEMENT 5

RECITALS 5

AGREEMENT TERMS 5

1. Incorporation of Recitals and Exhibits. 6

2. Effective Date, Expiration, Termination. 6

2.1. Effective Date. 6

2.2. Expiration and Zone Reversion. 6

2.3. Termination. 7

3. Definitions and Interpretation. 7

4. Conflicting Provisions 10

5. Vested Rights and Reserved Legislative Powers. 10

5.1. Vested Rights. 10

5.2. Existing Laws. 10

5.3. Exceptions to Vested Rights..... 11

5.4. Future Laws..... 11

5.5. Reserved Legislative Powers. 12

6. Project Description. 12

7. Project Location and Illustration. 12

8. Development Standards..... 12

8.1. Project Density. 12

8.2. Phasing. 14

8.3. Street Connectivity. 16

8.4. Street Right-of-Way Dedication..... 16

8.5. Street Improvements. 18

8.6. Non-Public Landscaping to be Water-Wise..... 21

8.7. Utilities..... 21

8.8. Parks and Open Space. 23

8.9. Pathways and Trailheads..... 27

Commented [A2]: Need to make sure this table is updated before finalizing any agreement.

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8.10. Environmental and Air Quality Standards 31

8.11. Outdoor Lighting..... 31

9. Amendments, Modifications, and Revisions..... 31

9.1. Who may Submit Modification Applications..... 31

9.2. Modification Application Contents and Process..... 32

9.3. Project Facility Repair, Maintenance, and Replacement 32

9.4. Authorized Changes, Enlargements, or Alterations..... 32

10. Miscellaneous Provisions..... 33

10.1. Certificate of Occupancy Requirements..... 33

10.2. Financial Guarantee Requirements..... 33

10.3. Financial Guarantee for Public Landscaping and Public Park Open Space... 33

10.4. Building Development or Design Requirements..... 33

10.5. **Reserved.** **Error! Bookmark not defined.**

10.6. Future Taxes, Services, and Districts..... 33

10.7. Expert Review for Development Applications. 34

10.8. Parcel Sales 34

10.9. Provision of Services.

11. General Provisions..... 35

11.1. Entire Agreement 35

11.2. Headings..... 35

11.3. No Third Party Rights/No Joint Venture. 35

11.4. Assignability 35

11.5. Binding Effect 36

11.6. No Waiver. 36

11.7. Severability. 36

11.8. Appointment of Representatives 37

11.9. Mutual Drafting..... 37

11.10. Utah Law..... 37

11.11. Authority..... 37

11.12. Duty to Act Reasonably and in Good Faith. 37

11.13. Communication and Coordination 37

11.14. Force Majeure..... 37

11.15. Incorporation of Recitals and Introductory Paragraph..... 37

11.16. Subjection and Subordination..... 37

11.17. Severability..... 37

11.18. Other Necessary Acts..... 38

11.19. No Third Party Beneficiaries..... 38

12. Notices..... 38

13. Default and Remedies..... 39

13.1. Notice of Default..... 39

13.2. Dispute Resolution Process..... 39

13.3. Remedies..... 39

13.4. Venue..... 40

14. Entire Agreement..... 40

15. Covenants Running with the Land 40

16. Counterparts..... 40

17. SIGNATURES..... 42

18. Exhibit A – Property Legal Description 45

19. Exhibit B – Property Graphic Depiction 46

20. Exhibit C – Concept Plan 47

21. Exhibit D – Associated Rezone Area..... 48

22. Exhibit E – Street Cross Sections..... 49

23. Exhibit F – Non-Street-Adjacent Pathway Cross Section..... 50

24. Exhibit G – Street Fencing/Wall Examples 51

25. Exhibit H – Trailhead Conceptual Design and Improvements 52

26. Exhibit I – Architectural Design Requirements..... 53

DEVELOPMENT AGREEMENT

Westbridge Meadows Master Planned Community

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Westbridge Development, LLC, a Utah limited liability company ("Master Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Master Developer desires and intends to develop a master planned mixed-use community (the "Project") in the unincorporated area of Weber County known as West-Central Weber;

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

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

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

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

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

WHEREAS, Prior to the execution of this Agreement and the associated rezone to which this agreement is inextricably linked, the Property's zone is/was A-3 and SOZ;

WHEREAS, Master Developer has pursued a rezone of the Property to the MPDOZ, R1-15, R1-12, R1-10, R1-5, R2, R3-A, R3-S, FB and O-1 zones consistent with the terms and provisions contained in this Agreement;

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

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

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

AGREEMENT TERMS

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

The foregoing Recitals and Exhibits A-~~(X)~~ are hereby incorporated into this Agreement.

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

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

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

2.2. **Expiration and Zone Reversion.**

2.2.1. **Term.** This agreement expires 30 years after the Effective Date.

2.2.1.1. If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional 10 years.

2.2.1.2. **Reserved.**

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

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

2.2.2.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or otherwise rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

2.2.2.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.2.1 and Section 2.2.2.2** pursuant to their typical legislative authority.

2.2.3. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto.

2.2.4. Preserved Legislative Powers. Nothing in this **Section 2.2** shall be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

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

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

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

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

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

3. Definitions and Interpretation.

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

3.1. Act means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.

3.2. Agreement means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

3.3. Applicant means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

3.4. Assignee means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.

- 3.5. **Board of County Commissioners** means the elected County Commission of Weber County.
- 3.6. **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.
- 3.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 3.8. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.
- 3.9. **Concept Plan** means **Exhibit C – C**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.
- 3.10. **County** means Weber County, a political subdivision of the State of Utah.
- 3.11. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.
- 3.12. **Default** means a material breach of this Agreement.
- 3.13. **Design Review** means the County's design review process, as specified in the Code.
- 3.14. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.15. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.16. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.17. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.18. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.19. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.20. **Master Developer** means [name of Master Developer] or its Assignees as provided in Section 11.4 of this Agreement.
- 3.21. **Modification Application** means an application to amend this Agreement.

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- 3.22. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.23. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.24. **Outsourc[e] [ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 3.25. **Reserved**
- 3.26. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.27. **Parties** means the Master Developer and the County, including their Successors.
- 3.28. **Pathway** means a 10-foot wide multi-use paved pathway that complies with Exhibit E – Street Cross Sections or Exhibit F – Typical Pathway Cross Section of this Agreement and any other requirements of the County Engineer.
- 3.29. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.30. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.31. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.32. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.33. **Property** means the land area on which the Project will be sited, as more specifically described in Exhibit A – Property Legal Description and Exhibit B – Property Graphic Depiction.
- 3.34. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity’s area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.35. **Public Landscaping** means landscaping Improvements within street rights-of-way, in a required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.36. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.
- 3.37. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

- 3.38. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.
- 3.39. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.40. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.41. **Subdivision Application** means the application to create a Subdivision.
- 3.42. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in an exhibit thereto). The following rules shall govern resolution of any conflicting provision herein or otherwise. County reserves the right to err interpretation more flexibly.

- 4.1. For any conflict between the exhibits and this Agreement, this Agreement shall prevail.
- 4.2. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply.
- 4.3. For any conflict within an exhibit, the most restrictive for Master Developer shall apply.
- 4.4. The Parties agree that the graphic depictions in the Community Plan are conceptual in nature and designed to illustrate the intended general layout and configuration of the important Project's streets, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all of County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

5. Vested Rights and Reserved Legislative Powers.

- 5.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the density provided in **Section 8.1** and in compliance with the minimum standards of the R1-15, R1-12, R1-10, R1-5, R2, R3-A, R3-S, FB and O-1 zones in a configuration as depicted on **Page 8 of the Community Plan**, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Effective Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except Title 102, in effect at the time of the Effective Date herein, to the Project until this Agreement is terminated or expires. The Code is

incorporated into this Agreement by reference.

- 5.3. Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
- 5.3.1. County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by Section 5.5 of this agreement.
 - 5.3.2. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
 - 5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.
 - 5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
 - 5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
 - 5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and
 - 5.3.7. Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in Section 2. However, the termination

shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

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

6. Project Description.

A project description is more fully explained in Exhibit C: Community Plan.

Commented [CE5]: Need a unit accounting section -require subdevelopers to obtain ledger from Master Developer

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction**. Additional illustrations can be found in **Exhibit C – Community Plan**.

Commented [CE6]: Search **concept plan** throughout and change to this

8. Development Standards.

8.1. Project Density, Restrictions, and Accounting. In exchange for the benefits offered by the Master Developer in this Agreement the follow entitlements, and management thereof, are established:

8.1.1. Maximum Residential Dwelling Units. Up to **13,200** Residential Dwelling Units can be constructed in the project, or as many as can be sited and constructed in a manner that complies with all applicable development standards and requirements for the location of the build, whichever is less.

8.1.2. Maximum Commercial Floor Area. Up to **1,200,000** square feet of commercial floor area, or as many as can be sited and constructed in a manner that complies with all applicable development standards and requirements for the location of the build, whichever is less.

8.1.3. Street Regulating Plan and Commercial Restriction. Master Developer agrees that despite the established entitlements, no structure, except those reasonably necessary for utilities, streets, or Public Park Open Space improvements, shall be erected in the Form-Based Zone until after Master Developer obtains County's approval of one or more street regulating plans pursuant to Title 104, Chapter 22 of the Code. County shall adopt any reasonably configured street regulating plan proposed by Master Developer as long as:

- 8.1.3.1. it complies with the purpose, intent, standards and descriptions of Title 104, Chapter 22, Form-Based Zone;
- 8.1.3.2. it complies with the connectivity and block standards of Section 106-2-1.020 parts (c), (d);
- 8.1.3.3. it steps down street types and building form as they approach the edges of the FB zone, except when adjacent to the O-1 zone, in a manner that provides a visually seamless transition of building form and use into the neighborhoods of the adjoining zone(s);
- 8.1.3.4. it contains an area that is no less than 50 acres;
- 8.1.3.5. the Form-Based Zone's required street cross section or, if mutually agreeable by County and Master Developer, other "main street" cross section is implemented; and
- 8.1.3.6. no part of the Project is in Default at the time the street regulating plan is adopted.

8.1.4. **Flexible Zone Edges.** Except along the outer edges of the Property and except for the Open Space O-1 zone demarking the 100-foot wide Weber River corridor, pursuant to Section XXX, the zone boundaries presented in the Community Plan shall be flexible such that any boundary can be established within 600 feet of its depicted boundary, provided that the material acreage of each zone does not change.

Commented [CE7]: Reference

Commented [CE8]: Legal: Needs review against state code to verify we can say this and not have it be a map amendment.

8.1.5. **Transfers, Sending and Receiving Areas.**

- 8.1.5.1. FB Base density established by this agreement, Exempt from using FB zone's calculation
- 8.1.5.2. Residential Dwelling Units shall be allowed to transfer from any zone within the Property (sending area) into any other zone within the Property (receiving area) as long as at no time shall any zone in the Property contain greater than 15 percent more Residential Dwelling Units than would otherwise be allowed.

8.1.6. **Used or Transferred Maximum Residential Dwelling Units.** Master Developer is responsible to the County for the accounting of, disposition of, or use of all Maximum Residential Dwelling Units within the Project regardless of who owns them or to what parcel(s) they are assigned. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of Maximum Residential Dwelling Units to any other party owning land within the Project, provided that their use is in compliance with this Agreement and the Code.

8.1.7. **Development Accounting Report.** With any subdivision application for the creation of one or more Residential Dwelling Unit or lot for one's siting, a Development Accounting Report, on a template approved by County, which shall be prepared by Master Developer, shall be submitted. It shall provide for the following:

Commented [CE9]: Defined?

Commented [CE10]: Create as exhibit in this Agreement? You guys have any you've used or seen and liked? We have something but interested in seeing others.

- 8.1.7.1. **Consent.** Written consent from Master Developer, free from any conditions, indicating Master Developer's agreement to the submittal and processing of the subdivision application, and that the proposal meets all applicable requirements of this Agreement and the Code.
- 8.1.7.2. **Ownership.** Ownership of the property that is subject of the subdivision application;

- 8.1.7.3. **Maximum Units.** The total number of Maximum Residential Dwelling Units allowed in the Project, and the total number of Residential Dwelling Units allowed in each applicable zone;
- 8.1.7.4. **Units Previously Platted in Zone.** The count and percentage of the Maximum Residential Dwelling Units previously platted within any part of the Project, and the count and percentage of the total number of Residential Dwelling Units previously platted within any part of each applicable zone;
- 8.1.7.5. **Units in Ongoing Applications.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded;
- 8.1.7.6. **Zone Map.** A zone map illustrating with survey-level accuracy any zone boundary in relation to property boundaries;
- 8.1.7.7. **Units Proposed to be Developed.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, proposed in the subdivision application;
- 8.1.7.8. **Units Transferred or Remaining.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, remaining to be proposed for development;
- 8.1.7.9. **Public Park Open Space.** The count and percentage of total required acreage of any Public Park Open Space proposed in the subdivision application;

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8.2. **Phasing.** The Parties agree and understand that the Project will be constructed in phases. The following provide for Major Phasing and Minor Phasing.

8.2.1. **Major Phasing.** Major phases in the Project shall be based on traffic study (Exhibit X), wherein each new phase is triggered by a certain traffic volume based on a Level of Service C of 900 South Street, 1800/1600 South Street, and 2550 South Street as follows. Level of Service C shall be determined using the Highway Capacity Manual and the AASHTO Geometric Design of Highways and Streets, or similar best practice method as determined by the County Engineer.

Commented [CE12]: Correct title and exh #

8.2.1.1. **Phase 1 – 900 South Level of Service C.** As long as emergency egress is installed to at least the “ribbon road” standard specified in the Community Plan, and in a manner acceptable to the local Fire Authority, Master Developer shall be allowed to construct the Project up to 800 Residential Dwelling Units, with no limit to commercial square footage. However, at no time during this phase shall a three-lane (except reasonable lane improvements at controlled intersections) 900 South Street be allowed to reduce below a Level of Service C. If it does, all further development activity shall stop until either 2550 South Street or 1800/1600 South Street is constructed to full standard (First River Street) and connecting 4700 West Street over the Weber River and to the Project’s streets. Once the connection is made, the project will enter Phase 2 and development activity

shall be allowed to resume.

8.2.1.2. Phase 2 – First River Street Level of Service C. During Phase 2 of the Project, Master Developer shall be allowed to construct the Project up to 1900 Residential Dwelling Units, with no limit on commercial square footage. However at no time shall a three-lane (except reasonable lane improvements at controlled intersections) First River Street be allowed to reduce below a Level of Service C. If it does, all further development activity shall stop until both 2550 South Street and 1800/1600 South Street, are constructed to full standard (Second River Street) and connecting 4700 West Street over the Weber River and to the Project's streets. Once this connection is made, the project will enter Phase 3 and development activity shall be allowed to resume.

8.2.1.3. Remaining Phases. For each of the remaining major phases, if 900 South Street, 1800/1600 South Street, or 2550 South Street drop below a 3-lane Level of Service C, then all further development activity shall stop until the street so affected is constructed to a five-lane standard.

8.2.1.4. Compensation. Master Developer shall pay its proportionate share to increase the levels of service of 900 South Street, 1800/1600 South Street, or 2550 South Street.

Commented [CE13]: Not sure this says what it means. Might need to be revised.

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

Commented [CE14]: Define

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

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

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

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

Master Developer. Unless first agreed otherwise by the County, no less than 50 percent of any subdivision plat's required Public Park Open Space shall be contributed to one or more of the three large parks illustrated on Page 8 of the Community Plan or the Weber River Parkway. Master Developer shall maintain control over which one(s) until each of these parks contain all acreage intended or required.

Commented [CE15]: This might be repeated in parks section. Merge and reference.

8.2.2.5. Delegation of Master Developer's Obligations. Subject to other provisions in this Section 8.2 and in Section 10.8 "Parcel Sales," County agrees that Master Developer shall have the right to delegate its obligations and responsibilities specified in this Agreement to Subdevelopers as Master Developer sees fit for the purpose of phasing the Project; provided, however, compliance with the following:

8.2.2.5.1. Any such delegation shall:

- 8.2.2.5.1.1.** be managed and enforced between Master Developer and Subdeveloper without assistance from County;
- 8.2.2.5.1.2.** not result in additional uncompensated administrative or financial burden on the County; and
- 8.2.2.5.1.3.** not void or otherwise excuse Master Developer from fulfilling its obligations and responsibilities to County;

8.2.2.5.2. County may, but has no obligation to, enforce any provision of this Agreement or the Code on a Subdeveloper.

Commented [CE16]: Defined?

8.3. Street Connectivity. Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in Section 106-2-1.020 of the Code. However, in a single family residential zone, County agrees to waive the maximum street-block standard. County further agrees that if open for use to the non-motorized general public, any private street, driveway, alley, or other passage way constructed to the minimum adopted standards of a pathway is allowed to double as a pathway in order to meet the Code's pathway connection requirements.

8.4. Street Right-of-Way Dedication. Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way as public thoroughfares at no cost to the County. The general layout of the projects more significant street rights-of-way shall be generally configured as illustrated in the Community Plan.

8.4.1. Minimum Requirements. Each street right-of-way shall meet the minimum applicable width specifications illustrated in the Community Plan.

8.4.2. Project-Specific Right-of-Way Dedication or Conveyance. Master Developer shall dedicate or otherwise convey, or cause to be dedicated or otherwise conveyed, the following:

8.4.2.1. Highway Parcels. At no cost to the County, Master Developer agrees to convey, free and clear from any encumbrances, two parcels of land (Highway Parcels) to the County. The Parties agree that the parcels are intended to reserve area and create opportunity for potential highways through the Project as recommended by the Western Weber

Commented [CE17]: Edit - Need to label each proposed street by its type on the plan. Which will be collector and which will be major residential?

General Plan. Of the two Highway Parcels, one, a 300-foot wide parcel (Freeway Parcel) as depicted in the Community Plan labeled "West Weber Corridor, shall be conveyed upon or before the recordation of the first subdivision plat in the Project; and the other, a 200-foot wide parcel (Byway Parcel) shall be conveyed upon or prior to approval and recordation of the first Final Plat in Phase 2 of the Project. Master Developer agrees to not convey any part of the either parcel's area to any other owner prior to it being conveyed to County.

- 8.4.2.1.1. Optimal Configuration.** Each parcel shall be situated and configured in a manner that optimally supports the creation of a future freeway thereon. The Byway Parcel shall connect from the Freeway Parcel to 7500 West.
- 8.4.2.1.2. West Weber Corridor Alignment and Adjustments.** Master Developer agrees to use reasonable diligence to coordinate the precise location of the Freeway Parcel with the Utah Department of Transportation. After the conveyance of the Freeway Parcel to County, County agrees to cooperate and exchange deeds with Master Developer to make any adjustment to the parcel Master Developer deems necessary, provided any such adjustment does not materially affect the cost or viability of a future freeway.
- 8.4.2.1.3. Highway Construction By Others.** The Parties agree that the construction and installation of the freeway and byway is not the responsibility of Master Developer.
- 8.4.2.1.4. Improvements within Highway Parcels.** County agrees to allow Master Developer to install phased streets, intersections, or other improvements reasonably related to street rights-of-way or underground utility conveyance systems within the Freeway Parcel and Byway Parcel as part of the development of the Project in compliance with the following:
 - 8.4.2.1.4.1.** Improvements shall be placed and configured in a manner that supports ease of and cost-savings for construction of a future freeway, as determined by the County. Unless an alternative offers better support, each crossing shall be made within 10 degrees of a 90 degree angle to the parcel.
 - 8.4.2.1.4.2.** Within the Byway Parcel, the improvements shall be installed as far north on the parcel as practicable. County agrees that area within the Byway Parcel, less any area within a Project street right-of-way, may be counted toward the Project's minimum required Public Park Open Space.
 - 8.4.2.1.4.3.** Within the Freeway Parcel, the improvements shall be installed as far to the east or to the west on the parcel as practicable to create what may become a freeway frontage road should a freeway be constructed.

8.4.2.1.5. **Disposal of a Highway Parcel.** After being transferred to the County, should County desire to dispose of any part of a Highway Parcel it shall be conveyed back to Master Developer. If at that time Master Developer no longer exists, County may surplus the property.

8.4.2.2. **1800 S/1600 S Alternatives.** Master Developer agrees to pursue with reasonable diligence consensus from affected landowners regarding whether the 1800 South Street right-of-way, 1600 South Street right-of-way, or some other alternative acceptable to County, is the preferred public right-of-way alignment to extend from 4700 West Street to the Project, including bridging the Weber River, as illustrated in the Community Plan. County agrees to accept any such right-of-way alignment offered by Master Developer as long as it is adequately sized and reasonably configured to accommodate a street that adheres to the General Plan and all adopted safety standards. If, after reasonable diligence, Master Developer cannot acquire such right-of-way before the street connection to the Project is required by this Agreement or by County otherwise, County agrees to allow the street connection to be deferred until it can be acquired and conveyed to the County. Installation of the street within the right-of-way shall be as provided in **Section** Error! Reference source not found..

Commented [CE18]: Add language that if current owners will not sell at a reasonable market value (maybe not absolutely fair market, but not unreasonably marked up) then either County will help secure the ROW at MD's expense, or will waive this requirements.

8.4.2.3. **Railroad Crossings.** At no cost to the County, Master Developer agrees to dedicate or otherwise convey to the County a street right-of-way for both 7100 West Street and 6700 West Street that extends from the Union Pacific Railroad southward to connect to a collector street within the Project, as illustrated on Page 8 of the Community Plan. These rights-of-way shall be sized and configured to support a future collector street and bridge connection from the Project over the railroad, including sufficient area for bridge ramps, sloped no greater than ten percent, and fill cross-slopes as may be required in accordance with applicable railroad and highway standards. Such dedication or conveyance shall occur at the time or prior to the dedication or conveyance of the collector street right-of-way within the Project into which the future connector is intended to intersect. County agrees Master Developer shall not be required to build the connector street.

Commented [CE19]: Payback for improvements

Commented [CE20]: Bold references throughout – ensure fields are updated prior to final.

8.4.2.4. **Future Transit Right-of-Way.** At no cost to the County, Master Developer agrees to convey, free and clear from any encumbrances, a 40-foot wide parcel (Transit Parcel) that spans the entire northern boundary of the Property. The Parties agree that the Transit Parcel is intended to reserve area and create opportunity for future dedicated transit lanes or rail adjacent and parallel to the Union Pacific Railroad. County agrees that the Transit Parcel is allowed to count as Public Park Open Space, provided compliance with pathway requirements in **Section 8.9.2.7.3.**

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

- 8.5.1. **Street Cross Sections.** Except when in conflict with a provision in this Agreement, County agrees to allow Master Developer to build streets using the cross-sections set forth in the Community Plan provided that Master Developer plat them as private streets in favor of an HOA or similar; the operations, maintenance, and management of which shall be conducted by a professional management company. If Master Developer agrees to compensate the County for the additional resources needed to own, operate, and maintain the streets, including but not limited to personnel and personnel management, equipment, vehicles, maintenance buildings and grounds, storm drainage management, vegetation and landscaping management, materials, administrative costs, and any other quantifiable cost of any other burden related to the County's acceptance of the streets, the County agrees to own, operate, and maintain the streets that do not meet County standards, provided, however, that the thickness of all improvements meet County thickness standards. The form of compensation shall be determined by mutual agreement. Master Developer bears the burden of funding the financial analysis to determine the necessary compensation.
- 8.5.2. **Traffic Study.** When required by the County Engineer, Master Developer shall provide an updated traffic study to help determine Master Developer's proportionate share of offsite street improvements. Master Developer agrees to pay said proportionate share.
- 8.5.3. **Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.
- 8.5.4. **Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be configured to provide driveway access directly onto any collector or arterial street right-of-way. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.
- 8.5.5. **Street Fencing along Collector or Arterial Streets.** Master Developer agrees to install a fence or wall that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the fence shall be reduced if it interrupts with the clear-view triangle of an intersection.
 - 8.5.5.1. **Fence or Wall Design.** Fences and walls of these streets shall be designed to provide visual breaks in the horizontal fence plane at least every 20 feet, such as a column or similar, and the fence shall have a base and a cap distinctly different from the body. Examples of such a fence or wall is provided in Exhibit G – Street Fencing/Wall Examples.
 - 8.5.5.2. **Fence or Wall to Match Others in Area.** If in compliance with this part or unless allowed otherwise by the Planning Director, the fence or wall material, color, and general design shall match other fences or walls installed or previously approved along the same street corridor.
 - 8.5.5.3. **Fence or Wall Alternative Design.** Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.
 - 8.5.5.4. **Prohibited Fence Material.** Vinyl fencing along these streets is prohibited.
 - 8.5.5.5. **Fence or Wall Maintenance.** Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the fence or wall.
- 8.5.6. **Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

- 8.5.6.1. **Tree Count.** Each residential lot shall have at least two trees per street frontage. If a tree cannot fit within the frontage of the lot, it shall be planted as close as is reasonably possible otherwise. For commercial lots, no less than one tree shall be planted per 50 lineal feet of parkstrip.
- 8.5.6.2. **Tree Selection.** At least three different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.
- 8.5.6.3. **Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.
- 8.5.7. **Street Tree Installation.** Developer has the following two installation and maintenance alternatives options for street trees, or some combination if mutually agreeable by the Developer and Planning Director:
 - 8.5.7.1. **Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.
 - 8.5.7.2. **Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street improvements.
 - 8.5.7.3. **Tree Care.** Master Developer agrees to be responsible for tree health until after the HOA, community foundation, or other similar entity has taken control over maintenance of right-of-way landscaping.
 - 8.5.7.4. **Tree Replacement.** Master Developer agrees to conduct a dead or ailing tree inventory each fall and each spring and remove and replace.
- 8.5.8. **Public Landscaping.** The following are required for required landscaping within public rights-of-way and along public pathways:
- 8.5.9. **Offsite Street Improvements.** Master Developer agrees to construct, or cause to be constructed, the following.
 - 8.5.9.1. *Improvements to 7500 west*
 - 8.5.9.2. *Improvements to 7500 west RR crossing*
 - 8.5.9.3. *1800 S: with reimbursement*
 - 8.5.9.4. *2550 S: with reimbursement*
 - 8.5.9.5. *Proportionate share intersection improvements as per traffic impact study. TIS required when needed by County Engineer.*
- 8.5.10. **Secondary Egress.**
 - 8.5.10.1. Master Developer agrees that as the project is platted and constructed, street improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

Commented [A21]: Insert park strip landscaping reqs into street x sections and remove from here:

Commented [CE22]: Xeriscape in parkstrips managed by HOA or similar

Commented [CE23]: Need to finish detailing

8.5.10.2. Reserved

8.6. Non-Public Landscaping to be Water-Wise. All lots within the development will implement water-wise landscaping measures as follows...

8.7. Utilities and Services.

8.7.1. Burying Utilities. Master 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. Long distance high voltage power transmission lines are exempt from this requirement.

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

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

8.7.2.2. Reserved.

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

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

8.7.4. Stormwater and Floodwater. Master Developer shall have the right and obligation to install a stormwater drainage and detention system sufficient to support the stormwater and drainage needs of the Project. Likewise, Master Developer shall have the right and obligation to install floodwater management facilities to control a 100 year flood event from flooding public and private improvements. The County Engineer has discretion to require the stormwater or floodwater facilities to be sized to accommodate the general area's anticipated floodwater, stormwater, and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the stormwater from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

8.7.4.1. Stormwater Storage Ownership and Maintenance. The County reserves the right to require the maintenance of a floodwater or

Commented [CE24]: Copy/paste paragraph in "other parks" regarding landscaping. Include xeriscape and reference principles in community plan.

Commented [CE25]: When? Prior to first phase? Second? Def before too close to river and flood zones.

stormwater storage facility to be the responsibility of a professionally managed HOA or similar entity in the event the County Engineer determines that the proposed facility has the potential to present an inordinate demand for County services.

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

Commented [CE26]: Insert statement that facilities unlikely to need upsizing due to scale of project. Also that flood water, while originating offsite, has always been there and facilities not available for reimbursement unless the *only* benefit to the upsize is clearly unrelated to property (not sure what this would be though?)

8.7.4.3. Project-Specific Stormwater Requirements.

8.7.4.3.1. Stormwater and Floodwater Master Plan. Master developer agrees to create a stormwater and floodwater master plan for the needs of the Project. The Parties agree to collaborate in the creation of the plan. The stormwater and floodwater master plan(s) shall be deemed complete when approved by the County Engineer, who shall not withhold approval as long as the plan(s):

8.7.4.3.1.1. Meets stormwater and floodwater industry best practices and is certified by a licensed professional best suited for the work;

8.7.4.3.1.2. Does not present an unreasonable financial or management risk to the County without sufficient compensation from Master Developer, or landowners within the Property, or some combination thereof.

8.7.4.3.2. Mass Grading. Other than earth movement reasonably necessary to build streets and lots, Master Developer agrees that no mass grading shall begin until after the completion of the stormwater and floodwater master plan. After which, County shall allow Master Developer to grade the site as it deems necessary and in compliance with the completed plan.

8.7.4.3.3. CLOMR/LOMA. Master Developer acknowledges and agrees prior to any development within a flood hazard zone, Master Developer shall comply with all federal regulations required to amend the hazard zone map. County agrees to participate with reasonable diligence to complete its role in that process.

Commented [CE27]: Need FEMA terminology

8.7.4.3.4. Floodplain Development. Master Developer agrees that no development shall occur within a flood hazard zone.

Commented [CE28]: Need FEMA terminology

8.7.5. Fire and Emergency Services.

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

8.8.1. Reserved

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

8.8.2.1. Dedication Method. Unless specified otherwise in this Agreement, the minimum Public Park Open Space acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the [Park District] ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate. See also **Section 10.10** for additional provision pertaining to property transfer requirements.

8.8.2.2. Deferred Conveyance. County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral. Deferred dedication shall still count toward the minimum Public Park Open Space requirement and may be owned and operated by a professionally managed HOA, community foundation, or similar entity. Other than as is required in this Agreement, County shall have no control over the space until County receives the space.

8.8.2.3. Publicly Accessible Private Parks. The Parties agree that it is the intention of this Agreement for the County or another public entity to own, operate, maintain, and manage the Weber River Corridor Park and the three parks represented on Page 8 of the Community Plan and as specified elsewhere in this Agreement. County agrees that Master Developer shall have the right to establish private parks, to be owned and operated by an HOA, community foundation, or similar entity, and shall be entitled to choose their location. The acreage of a private park that is continuously open for public use may be counted toward the minimum required Public Park Open Space, provided compliance with the following.

8.8.2.3.1. The private park shall be open for use by the general public from sunrise until dusk or 9:00 PM daily, whichever is earlier; and

Commented [CE29]: •Phase in new fire stations
 ○First fire station: at 500 dwelling units, or prior to the approval of any building taller than 35 feet, developer to donate land to fire district, fund a fire station on it, and fund a ladder truck for it.
 ■Funding TBD - could be impact fees, assessment, tif, etc.
 ■Location of first fire station shall be on the western edge of the development, or as otherwise approved by the fire district.
 ■500 may be 1,000 if railroad is bridged where shown in the master plan.
 ○New fire station every six thousand dwelling units
 ○At least 2 acres for the siting of each new station shall be set aside in a dispersed manner that is based on approved zoning densities.

Commented [A30]: Review with Parks

Commented [A31]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A32]: Variable.

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

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

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

Commented [CE33]: Is this already in here elsewhere? Redundant?

8.8.2.6. Weber River Corridor Park. Unless specified otherwise herein, the width of the Weber River Corridor Park shall be no less than 100 feet from the ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

8.8.2.7. Reserved.

8.8.2.8. Project-Specific Parks or Open Space Dedication.

8.8.2.8.1. Byway and Transit Parcel Open Space. The Byway Parcel, pursuant to Section 8.4.2.1, and the Transit Parcel, pursuant to Section 8.4.2.4, shall be allowed to count toward the minimum Public Park Open Space requirement.

8.8.2.8.2. Reserved.

8.8.3. Public Park Open Space Improvements. Master Developer agrees, unless specified in this Agreement otherwise, that no less than 60 percent of the Public Park Open Space acreage shall be improved.

8.8.3.1. Minimum Park Improvements Required. Unless agreed otherwise by County, Master Developer shall provide the following minimum improvements for the Public Park Open Space.

Commented [CE34]: Allow a parks and parks management master plan to be approved to replace this entire section.

8.8.3.1.1. Sports Fields.

Commented [CE35]: Need a field acreage per dwelling to apply in here.

8.8.3.1.2. Parking. Eight off-street parking spaces per acre of improved park area.

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

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

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

- 8.8.3.1.6. **Playground.** 600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.
- 8.8.3.1.7. **Park Perimeter Pathway.** The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in **Exhibit F – Typical Pathway Cross Section**, or if adjacent to a street, **Exhibit E – Street Cross Sections**.
 - 8.8.3.1.7.1. **Benches.** At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.
 - 8.8.3.1.7.2. **Bench Shade Trees.** At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.
- 8.8.3.2. **Park Detail Submittal.** With each subdivision plat or improvement drawings, provide a site specific detail of the required Public Park Open Space. The detail shall provide:
 - 8.8.3.2.1. The location, configuration, and construction detail of required Improvements; and
 - 8.8.3.2.2. Tree location, species, average mature crown-width, and required planting and irrigation methods.
 - 8.8.3.2.3. Other proposed landscaping and other Improvements.
 - 8.8.3.2.4. Tabulations that demonstrate compliance with required Improvements and associated acreage.
- 8.8.3.3. **Public Park Open Space Financial Guarantee.** Public Park Open Space Improvements shall be included in the subdivision's financial guarantee regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.
- 8.8.3.4. **Public Park Open Space Water.** Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. Unless allowed by the County otherwise, prior to recordation of the first plat in the Project, all of the right/shares needed to serve the entire Public Park Open Space needs shall be transferred to the Park District or other allowed park owner at the time the Public Park Open Space acreage is dedicated or otherwise transferred to the Park District or other allowed park owner. If the Park District or other allowed Park owner requires the rights/shares to be transferred to another entity instead, such as the applicable water service provider for the Park, the Master Developer shall do so.

- 8.8.3.5. **Natural Park Areas.** For the 40 percent Public Park Open Space remaining from that referenced in **Section 8.8.3**, and except as specified in this **Section 8.8.3.5**, the County agrees to allow it to be held as natural open space with or without improvements as determined by Master Developer.
 - 8.8.3.5.1. **Weber River Corridor.** As a supplement to the provisions of Section 8.8.2.6, Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable to the County and Parks District. Master Developer further agrees to grade the banks of the river to provide a more gradual and natural appearing slope. County agrees that this work is to be limited to work that does not require a state or federal permit (aside from routine SWPPP if applicable).
 - 8.8.3.5.2. **Other Waterways.** As a supplement to the provisions of Section **Error! Reference source not found.**, County may require open space pathways and other Improvements that support the health of the open space corridor.
 - 8.8.3.5.3. **Improvements and Expense.** For this acreage, County may require any restoration, reclamation, revegetation or other similar Improvements or efforts it deems necessary, provided those Improvements or efforts have the same or lower estimated expenses of what would otherwise be required if the Public Park Open Space acreage was improved to the required minimum standards of this Agreement.
 - 8.8.3.5.4. **Removal of Vegetation and Hydroseeding.** At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with a native seed mix and erosion control methods shall be implemented in accordance with best practices.
 - 8.8.3.5.5. **Quality Control.** For best practices quality control, all efforts shall be conducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the release of any financial guarantee for the work.
- 8.8.3.6. **Phasing of Public Park Open Space Improvements.** Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan as long as:
 - 8.8.3.6.1. **Approved Construction Drawings.** All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, have been approved by the County Engineer;
 - 8.8.3.6.2. **Successive Improvements.** All Phases provide sufficient Improvements necessary for the successive construction of

Improvements proposed in other Phases; and

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

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

Commented [A36]: Variable.

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

8.8.4.1. Public Parks Open Space Master Plan.

Commented [CE37]: Replaces the park improvement requirements and the trailhead improvement requirements.

- Entitled to create one with improvements of equal or better value than those in this agreement
- County shall participate in its creation and not unreasonably withhold approval as long as it is not likely to create a greater financial burden, in any manner, on County than County is willing to accept.

8.8.4.2. Community Open Space Areas. Community open space areas not within a designated improved or natural park shall be allowed to count as improved Public Park Open Space, pursuant to **Section 8.8.3**, when in compliance with the following.

- 8.8.4.2.1.** The area shall be open to the public.
- 8.8.4.2.2.** The area shall be landscaped, maintained, and operated by a professionally managed HOA or similar entity.
- 8.8.4.2.3.** Plantings are irrigated by a drip irrigation system or similar method that does not use flood or overhead sprinkler methods, except for turf grass areas.
- 8.8.4.2.4.** Turf grass is not used except in areas intended for human activity.
- 8.8.4.2.5.** The area shall not be on a site intended for future development or counted toward minimum landscape standards otherwise required by the Code.
- 8.8.4.2.6.** Master Developer and the County Planning Division Director may arrange a mutually agreeable alternative to any part of this **Section 8.8.4.1** provided the alternatives create attractive public spaces and observe best-practice water-wise standards.

Commented [CE38]: Defined?

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

and as otherwise specified as follows.

8.9.1. Pathway and Trailhead Dedication. Master Developer agrees to dedicate the minimum area required for required pathways and trailheads.

8.9.1.1. Pathway Dedication. The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the Community Plan and Typical Pathway Cross Section illustrated in Exhibit F. When not required within a street's right-of-way, a Pathway's right-of-way shall be counted toward the required Public Park Open Space, with no more than 30 feet of the pathway's right-of-way width counting **towards**

8.9.1.2. and trailhead area shall count toward the minimum required Public Park Open Space area specified in Section 8.8.2 of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

8.9.1.3. Trailhead Dedication.

Commented [CE39]: Need to finish this and join paragraph below

8.9.2. Pathway Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to Exhibit C – C, or required pathway right-of-way shall be developed as an improved pathway.

8.9.2.1. Required Pathways. Regardless of what is displayed in Exhibit C – C, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

8.9.2.2. Pathway Trees. Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in Section 8.5.6. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

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

8.9.2.4. Construction Drawings to Include Landscaping. Each subdivision's improvement plans shall provide a detailed Public Landscape plan that,

Commented [CE40]: One just off 5900 West near transit parcel and river?
One at transit parcel on west side?
One just off 1600/1800 and river?
One on south side of project near river?

at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

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

8.9.2.5.1. Raised Crosswalk. A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.

8.9.2.5.2. Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

8.9.2.5.2.1. Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;

8.9.2.5.2.2. The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.

8.9.2.5.2.3. The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

8.9.2.6. Pathway Crossing of Collector or Arterial Street. On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to Section 8.9.2.5 shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.9.2.7. Project Specific Pathway Improvements and Standards.

8.9.2.7.1. Street Adjacent Pathways. A pathway that runs parallel to a street and is usually within the street's right-of-way shall be constructed in accordance with the standard illustrated in Exhibit X, Minimum Pathway Standard. A street-adjacent pathway may be reduced to no less than eight feet if the street segment, from intersection to intersection, has a pathway on both sides.

8.9.2.7.2. Weber River PKWY Trail per (reference prior OS section)

8.9.2.7.3. Transit Parcel Pathway. OS parcel for potential future transit needs a pathway.

8.9.2.7.4. Byway Parcel. OS parcel for potential future byway needs pathway –

8.9.2.7.5. Allow 1/2 of all pathways to be 10' wide compacted road base paths?

Commented [A41]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [CE42]: compacted road base?
What about compacted road base for some of the other pathway connections that are require? Might be fun if not all running through neighborhoods are asphalt.

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

8.9.3.1. Parking. Paved access and vehicle parking sufficient to provide spaces for at least _____ typical passenger vehicles and _____ vehicles with trailers.

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

8.9.3.2.1. A bicycle fix-it stand.

8.9.3.2.2. A drinking fountain or water bottle filling station.

8.9.3.2.3. A bench.

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

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

Commented [A43]: Variable. Enter "reserved" for this section if not applicable.

Commented [A44]: Variable

Commented [A45]: Variable. Enter "reserved" for this section if not applicable.

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

8.9.3.4.2. *Sewer connection sufficient for the sewer needs of the trailhead.*

8.9.3.4.3. *Electrical connections sufficient for the electrical needs of the trailhead.*

8.9.3.5. *Project Specific Trailhead Improvements.*

8.9.3.5.1. *Reserved.*

8.9.3.5.2. *Reserved.*

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

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

8.10.2. Reserved.

8.10.3. Reserved.

8.10.4. Reserved.

8.10.5. Project-Specific Environmental and Air Quality Standards.

8.10.5.1. *Reserved.*

8.10.5.2. *Reserved.*

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

8.12. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with the building design standards found in the Community Plan, or in the Form-Based Zone for buildings in the Form-Based Zone. Architectural review shall be conducted by the Master Developer's or HOA's designated architectural review person(s). If desired by Master Developer, the Parties agree to cooperate and collaborate on the creation of a specific architectural theme to either be adopted into the Form Based Zone or applied to the property otherwise.

9. Amendments, Modifications, and Revisions.

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

9.1. Who may Submit Modification Applications. Only the County and Master Developer or an

Commented [A46]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A47]: Variable. Insert project-specific details.

Commented [A48]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A49]: 8.10.2 Pre-Wire for Solar Power. Each dwelling shall be pre-wired for roof-mounted photovoltaic solar panels. The pre-wiring shall include all components necessary to create a complete system excluding the following components: Solar panel(s) and equipment or components needed to roof-mount; power inverter(s); power converter(s); charge controller(s); batteries; meters, monitoring devices, and similar. If the County Building Official determines that there are extenuating circumstances peculiar to the building, the Building Official may waive any or all of the requirements of this Section 8.10.2.

8.10.2.1. Component Sizing. All required components shall be sized to provide sufficient electricity to power the dwelling, including both finished and unfinished floor area, as measured using the average power consumption for similarly sized dwellings in the area.

8.10.2.2. Plug and Play Required. All required components shall be connected and configured in a manner such that the excepted components can be easily connected in a manner that is as close as possible to plug-and-play as local building codes allow, including any necessary junctions and junction boxes to provide a

Commented [A50]: 8.10.3 Installation of Excluded Solar Components. Master Developer agrees to install all solar components excluded from Section 8.10.2. Components shall be sized as provided in Section 8.10.2.1.

Commented [A51]: 8.10.4 Pre-Wire for Electric Vehicles. Each dwelling unit's garage shall be prewired to support at least a level 2 electric vehicle charger. This shall include a 240 volt 80 amp dedicated circuit wired to a NEMA 14-50 outlet located in the garage. The County Building Official may allow

Commented [A52]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A53]: Variable. Insert project-specific details.

Commented [A54]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

- 9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.
- 9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
- 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

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

9.2.3. Planning Commission Review of Modification Applications.

- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
- 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

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

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

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

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

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

10. Miscellaneous Provisions.

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

10.1.1. Installation of street trees, as specified in Section **Error! Reference source not found.** of this Agreement.

10.1.2. Installation of a smart watering controller, as specified in Section **Error! Reference source not found.** of this Agreement.

10.1.3. Reserved.

10.1.4. Reserved.

10.1.5. Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in Section 8.10.1 of this Agreement.

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

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

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

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section Error! Reference source not found.**

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

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

10.4. Reserved

10.5. Housing Affordability – flex homes.

10.6. Future Taxes, Services, Districts, and Incorporation/Annexation.

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

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

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

10.6.4. Incorporation. [Right to incorporate. Preliminary municipality, if allowed in state code, shall require mutual agreement]

10.6.5. [Change of Land Use Authority – If county no longer is land use authority with ability to enforce default by withholding of permits and similar, need to find a way to make sure required offsite improvements get completed]

10.6.6. [Review Tom's work – something about future city accepting terms of this agreement?]

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

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

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

10.10. Conveyance of Land to County.

10.10.1. *[Any dedication or conveyance of land required by Agreement – limited time for County to determine it is wanted or to make other arrangements for public ownership, including potential deferred ownership – fall-back time for Master Developer to convey it to quasi public or private entity, with open space preservation easement in favor of*

Commented [CE55]: oProvision in favor of county that survives incorporation that essentially vests county in certain committed improvements/development commitments regarding: Future freeway ROW or alignment, Project access and offsite street/ROW improvements or reservations, potential future transit corridor, Weber River Parkway/Emerald necklace open space and trail, or any other provision that will place an added and uncompensated burden on the county related to infrastructure, maintenance, or services.

Commented [CE56]: See applicants draft version to craft paragraph.

County

10.10.2. County's Right to Acquisition of Land. *The Parties agree to work cooperatively and collaboratively together regarding any transfer of land to County required by this Agreement. In the event any such required transfer has not occurred or is highly unlikely to occur as anticipated by this agreement within three years of the expected transfer date, Master Developer agrees that County may, at its sole option, take occupation of the land without any compensation to Master Developer or the land's owner of record. County agrees that this action shall not be pursued until all other available actions or enforcement opportunities specified in this Agreement have been exhausted.*

Commented [CE57]: Trying to figure out an OS fail-safe in the event future problems come up. Specifically thinking about the later years closer to agreement expiration.

Commented [CE58]: Legal: Condemnation?

Commented [CE59]: Legal: Should this be ownership? What if the land has encumbrances? Should get county in first lien position if necessary?

10.11. Schools. Except for area within the Weber River Corridor as specified in **Section 8.8.3.5.1**, County agrees that acreage for public school grounds may be counted toward the 40 percent Public Park Open Space area intended to be natural open space. Master Developer agrees to diligently pursue, in good faith, a collaborative and cooperative relationship with the Weber School District leadership to designate and reserve properties for future school sites. Care shall be taken to find mutual community gains by locating schools adjacent to public park facilities.

11. General Provisions.

11.1. Entire Agreement. This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

11.2. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11.3. No Third Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

11.4. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.

11.4.1. Partial Assignment. Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.

11.4.2. Sales not an Assignment. Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

11.4.3. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-

referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

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

- 11.4.4.1.** All necessary contact information for the proposed Assignee.
- 11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.
- 11.4.4.3.** A verbatim transcription of this Section 11.4. "Assignability," or future amendment thereof, if applicable.

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

- 11.4.5.1.** If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;
- 11.4.5.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
- 11.4.5.3.** If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

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

- 11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.6. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

- 11.8. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of **[name of entity]**. The parties may change their designated representatives by Notice.
- 11.9. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
- 11.10. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.11. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.12. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.13. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County
- 11.17. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or

Commented [A60]: Variable

the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.18. Other Necessary Acts. Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.19. No Third Party Beneficiaries. All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Master 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.

12. Notices.

12.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

12.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows in this section.

If to the County:

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

With copies to:

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

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

If to Master Developer:

[Redacted area with three horizontal lines]

Commented [A61]: Variable

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

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

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

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

13. Default and Remedies.

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

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

- 13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;
- 13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- 13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and
- 13.1.1.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

13.2. Dispute Resolution Process.

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

13.2.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. 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.

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

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

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

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

17. SIGNATURES

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

By: _____

[Name of Commission Chair]
Chair, Weber County Commission

Commented [A62]: Variable.

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

EXHIBIT C:
TRAFFIC IMPACT
MEMO

MEMORANDUM

Date: October 23, 2024
 To: Flagship Homes
 From: Hales Engineering



Subject: Weber County Westbridge Meadows Sensitivity Analysis

UT23-2599

Introduction

The purpose of this memo is to determine the anticipated roadway sizing required to accommodate the proposed project at various stages of development. The proposed Westbridge Meadows development is located south of 900 South between the Weber River and 7500 West. A vicinity map of the proposed project is provided in Figure 1. Four main roadway connections were assumed to carry the majority of project traffic, including 1200 South, 1800 South, 2550 South, and the future West Weber Corridor.

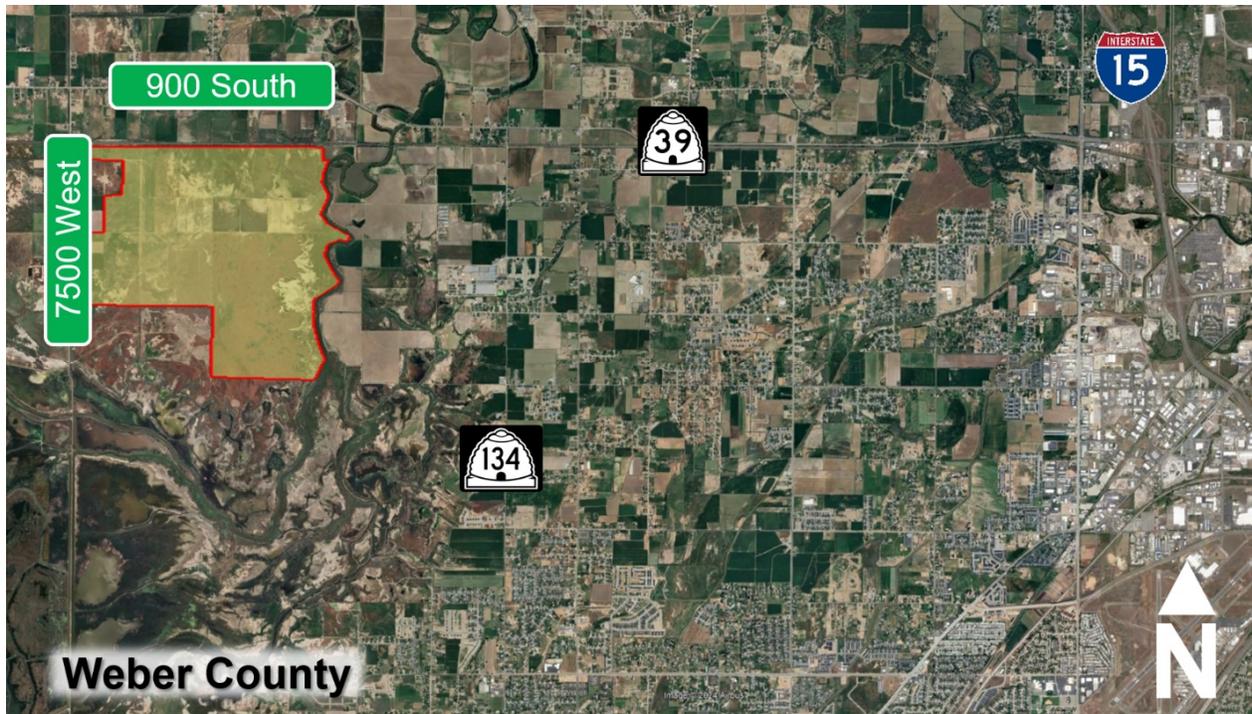


Figure 1: Vicinity map showing the project location in Weber County, Utah

Project Description

The development will consist of a mix of residential and commercial land uses. A concept plan for the proposed development is provided in Appendix A. The conceptual high-end land use intensity at full buildout of the development has been identified in Table 1. This includes approximately 13,159 residential units and 1,256,000 square feet of commercial at full build.

Table 1: Project Land Uses

Land Use	Intensity
Single-family detached housing	6,433 Units
Multi-family housing	6,726 Units
Commercial / Retail	1,256,000 sq. ft.

Traffic Counts

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- 7500 West / 900 South
- S.R. 134 (4700 west) / 1150 South
- 1800 South / S.R. 134 (4700 west)
- 2550 South / S.R. 134 (4700 west)

The counts were performed on Thursday, September 7, 2023 and Thursday, February 8, 2024. The morning peak hour was determined to be between 7:00 and 8:00 a.m., and the evening peak hour was determined to be between 4:30 and 5:30 p.m.

Trip Generation and Distribution

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th Edition, 2021. Due to the mixed use of residential and commercial, trip reductions for internal capture and multi-modal use were estimated using Environmental Protection Agency (EPA) mixed-use development methodologies. Based on this methodology, the trip reductions anticipated at build-out are 15% for internal capture, 1% for walking, 1% for biking, and 3% for transit use. The following new trip generation expected at full-build is 120,447 daily trips, including 6,928 trips in the morning peak hour and 11,547 trips in the evening peak hour.

These trips were distributed to the existing and future proposed connections based on the percentage of traffic anticipated to use each connection. These percentages were estimated using travel demand modeling software, which takes into account the proximity of nearby employment and easiest travel paths to major freeways.

These assigned trips were added to the existing volumes on the major connector roads to determine the approximate timeline when roadway capacities will be reached. No future background growth was taken into account in the analysis.

Sensitivity Analysis

A sensitivity analysis was performed to identify the approximate land use intensities that can be constructed before triggering the need for new roadway connections or roadway widening. The proportion of commercial to residential was kept approximately equal for each stage of the sensitivity analysis.

The capacities used as trigger points for improvements were an average daily traffic (ADT) of 15,000 vehicles per day (vpd) for a 3-lane cross-section and 35,000 vpd for a 5-lane cross-section. It was assumed that all roadway connections would remain as a 3-lane cross-section until the 1800 South and 2550 South connections are completed. These trigger points are summarized in Table 2. Since future background growth was not accounted for in the sensitivity analysis, these trigger points are rough approximations and may be impacted by other developments in the area.

Table 2: Roadway Improvement Trigger Points

Phase ¹	Assumption	Residential	Commercial	Constraint
1	Existing Conditions	800 Units	50,000 sq. ft.	1200 South reaches capacity for 3-lane cross-section
2	Construct 2550 South connection (3 lanes)	1,900 Units	150,000 sq. ft.	1200 South remains at capacity for 3-lane cross-section
3	Construct 1800 South connection (3 lanes)	2,800 Units	300,000 sq. ft.	1200 South remains at capacity for 3-lane cross-section
4	Widen 1200 South to 5-lane cross-section	3,700 Units	400,000 sq. ft.	2550 South reaches capacity for 3-lane cross-section
5	Widen 2550 South to 5-lane cross-section	4,300 Units	450,000 sq. ft.	1800 South reaches capacity for 3-lane cross-section
6	Widen 1800 South to 5-lane cross-section	9,500 Units	850,000 sq. ft.	2550 South reaches capacity for 5-lane cross-section
7 (Full Build)	Construct West Weber Corridor	13,159 Units	1,256,000 sq. ft.	n/a
1. Future background growth was not accounted for in the sensitivity analysis and timing of the phases may be impacted by other developments in the area				

Full Build Scenario

The full build scenario assigned all anticipated 13,159 residential units and 1,256,000 square feet of commercial to all four proposed major connections. With this trip distribution, the recommended

roadway widths are shown in Table 3. In this scenario, West Weber Corridor was assumed to be a limited-access arterial roadway instead of a freeway.

As previously noted, these projected ADT's and recommended cross-sections are based on existing traffic volumes and anticipated project traffic only. Future background growth from surrounding developments was not included and may increase the need for further roadway widening or may accelerate the timeline for roadway improvements.

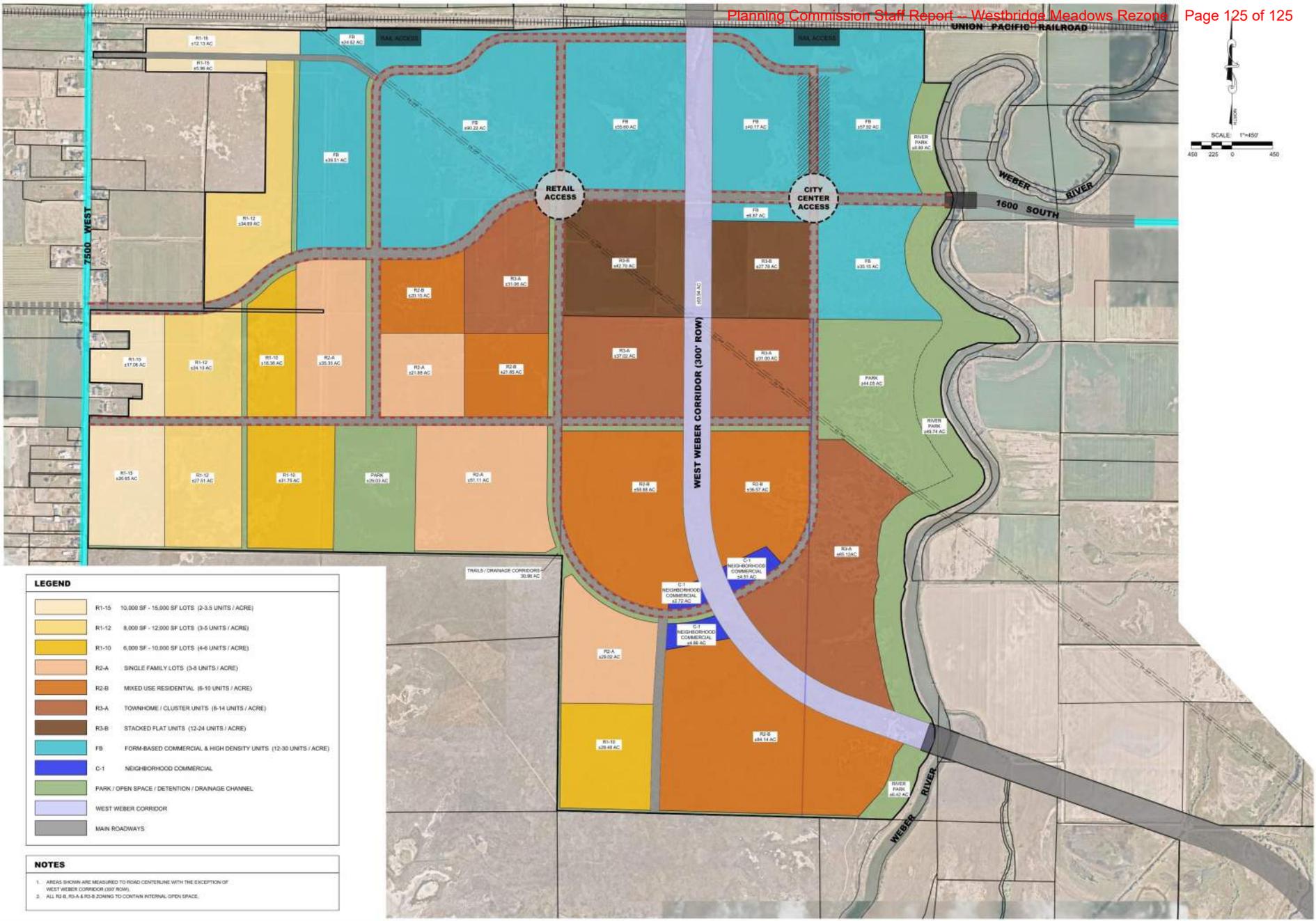
Table 3: Full Build Roadway Widths

Roadway Connection	Cross-section	Projected ADT
1200 South	5 lanes	24,000 veh/day
1800 South	5 lanes	22,000 veh/day
2550 South	5 lanes	25,000 veh/day
West Weber Corridor	7 lanes	62,000 veh/day

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Concept Plan



LEGEND

	R1-15	10,000 SF - 15,000 SF LOTS (2-3.5 UNITS / ACRE)
	R1-12	8,000 SF - 12,000 SF LOTS (3-5 UNITS / ACRE)
	R1-10	6,000 SF - 10,000 SF LOTS (4-6 UNITS / ACRE)
	R2-A	SINGLE FAMILY LOTS (3-4 UNITS / ACRE)
	R2-B	MIXED USE RESIDENTIAL (6-10 UNITS / ACRE)
	R3-A	TOWNHOME / CLUSTER UNITS (6-14 UNITS / ACRE)
	R3-B	STACKED FLAT UNITS (12-24 UNITS / ACRE)
	FB	FORM-BASED COMMERCIAL & HIGH DENSITY UNITS (12-30 UNITS / ACRE)
	C-1	NEIGHBORHOOD COMMERCIAL
		PARK / OPEN SPACE / DETENTION / DRAINAGE CHANNEL
		WEST WEBER CORRIDOR
		MAIN ROADWAYS

- NOTES**
1. AREAS SHOWN ARE MEASURED TO ROAD CENTERLINE WITH THE EXCEPTION OF WEST WEBER CORRIDOR (300' ROW).
 2. ALL R2-B, R3-A & R3-B ZONING TO CONTAIN INTERNAL OPEN SPACE.

REVISIONS

1	
2	

LEI PROJECT #
2022-0003
 DRAWN BY:
TJP
 DESIGNED BY:
NKW
 SCALE:
1"=450'
 DATE:
4/23/2024

U:\16_247 PROJECTS\2022-0003_2022_0428P_WESTBRIDGE_Meadows - Rezoning\2022-0003-04-08_PRODUCT_TYPE_MAP.MXD 5/3/2024 4:27 PM