



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-16 and File ZTA 2024-07 - A hearing and consideration for a zoning map amendment application, development agreement, and zone text amendment for the Bennet Rezone (formerly known as Gibson Farms), a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River. The proposed rezone is for a new proposed zone called the "Traditional Neighborhood Zone" (TNZ), which will allow a variety of uses within a master planned development, guided by a concept plan and form-based design standards, including single-family residential, mixed residential, and mixed neighborhood commercial, and to the Open Space (O-1) zone along the Weber River Corridor. The proposal may also include a dual zone, coupling the TN zone with the county's existing Form-Base Zone (FB), or may be immediately preceded by a rezone of the property to the FB zone to better provide for future alternatives.

Agenda Date: June 10, 2025
Applicant: The Black Pine Group; Agent: Jeff Beck
File Number: ZMA2024-16
Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/21974>

Property Information

Approximate Address: A portion of land between 4700 West, 1150 South, and the Weber River
Current Zone(s): Agriculture (A-2)
Proposed Zone(s): Traditional Neighborhood (TN) zone and Open Space (O-1) zone

Adjacent Land Use

North:	Plain City, Agriculture and large lot residential	South:	Agriculture and large lot residential
East:	Agriculture and large lot residential	West:	Agriculture and large lot residential

Staff Information

Report Presenter: Charlie Ewert
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801-399-8763
Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures	(PROPOSED) §Title 104, Chapter 23 Traditional Neighborhood Zone
§Title 104, Chapter 2 Agricultural Zones	
§Title 104, Chapter 26 Open Space 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

This proposal seeks to rezone 550 acres across 32 parcels located between 12th Street, 4700 West, and the Weber River to a new zoning classification: Traditional Neighborhood (TN) zone.

Currently zoned A-1, A-2, R1-15, and R-3, the area's zoning currently supports agricultural and low- to high-density residential uses. The proposed TN zone introduces a master-planned, pedestrian-oriented community that integrates residential, commercial, civic, and open spaces. The zone utilizes transect districts to gradually increase density from the edges inward, fostering thoughtful urban design and transitions.

Master planning is emphasized as a way to ensure efficient infrastructure, cohesive community character, long-term sustainability, and cost-effective public services.

General decision criteria for determining whether a rezone is merited:

1. General Plan Consistency

- The proposal aligns with the amended Western Weber General Plan (Dec. 2024).
- Reflects smart growth principles: diverse housing, public trail systems, public open space, and a 100-foot river buffer/park.
- Promotes lot variety, walkability, and community identity.

2. Compatibility with Surroundings

- The area is currently rural and agricultural, but the proposal reflects the anticipated future character of the region pursuant to the general plan.
- Uses density transitions to buffer existing development.

3. Impacts on Adjacent Properties

- Physical impacts (traffic, noise, services) will have to be mitigated by the developer.
- Community concerns about rural character loss are acknowledged and call for thoughtful, transparent leadership.

4. Infrastructure and Services

- Developer will construct or upgrade roads, trails, utilities, and other infrastructure to support impact of the development.
- A stormwater and flood management plan is required due to proximity to the Weber River.

5. Environmental Considerations

- The proposal includes wetland preservation and flood risk mitigation.
- Sensitive lands will be protected where feasible.

6. Traffic Mitigation

- The road network emphasizes connectivity and redundancy to ensure mobility options and traffic dispersal.
- Developer will fund necessary improvements and aid in creating future river crossings.

Staff Recommendation

Staff recommends approval of the rezone, the TN zoning designation, and the development agreement. The project supports the general plan, brings long-term community benefits to help offset community growing pains, and provides to the public a means for developer accountability to a predetermined planned approach rather than ad-hoc development patterns.

Conclusion

While the rezone represents a shift from the area's current rural character, it aligns with Weber County's vision for smart, sustainable growth. The project balances development pressures with community priorities and regional benefits.

Summary created by OpenAI and fact-checked by staff.

Policy Analysis

This is a proposed rezone of approximately 550 acres. The property is currently held in 32 parcels. **Figure 1** shows the subject parcels outlined in red.

Given the size of the property, if it is to be developed it is advantageous to the community for it to be master planned. 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. This creates a distinct sense of place, reduces cost for governmental services, avoids barriers and enhances opportunity for both the individual property owners as well as the community-at-large.

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

A substantial portion of the subject property is currently zoned Agricultural A-2, with portions of the property within 1,100 feet of 4700 West in the A-1 zone, and including the property known as the Windmill West development, which is in the R1-15 zone and R-3 zone. **Figure 2** 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-2 zone is as follows:

The A-2 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the A-2 Zone is to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.¹

The purpose and intent of the A-1 zone is as follows:

The ... A-1 Zone ... [is] an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and direct orderly low-density residential development in a continuing rural environment.²

The purpose and intent of the R1-15 zone is as follows:

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.³

The purpose and intent of the R-3 zone is as follows:

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-Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities.⁴

The applicant is proposing to rezone all of the property to a new zone being proposed for Weber County called the Traditional Neighborhood (TN) zone.⁵ Its purpose is as follows:

The purpose of the Traditional Neighborhood (TN) zone is to promote a pedestrian-friendly, master-planned development that blends diverse residential, commercial, civic, and recreational uses. This zone emphasizes fine-grained design with distinct centers and edges, creating vibrant public realms shaped by thoughtful urban planning rather than relying solely on architectural complexity. Development within this zone will incorporate open spaces, recreational components, and well-designed, architecturally integrated structures that are appropriately landscaped and harmoniously buffered from surrounding land uses. This zone aims to balance local context, functionality, and aesthetic beauty to foster thriving, walkable communities through customized development requirements and approach.

¹ Weber County Code Section 104-2-1.

² Weber County Code Section 104-2-1.

³ Weber County Code Section 104-12-1.

⁴ Weber County Code Section 104-12-1

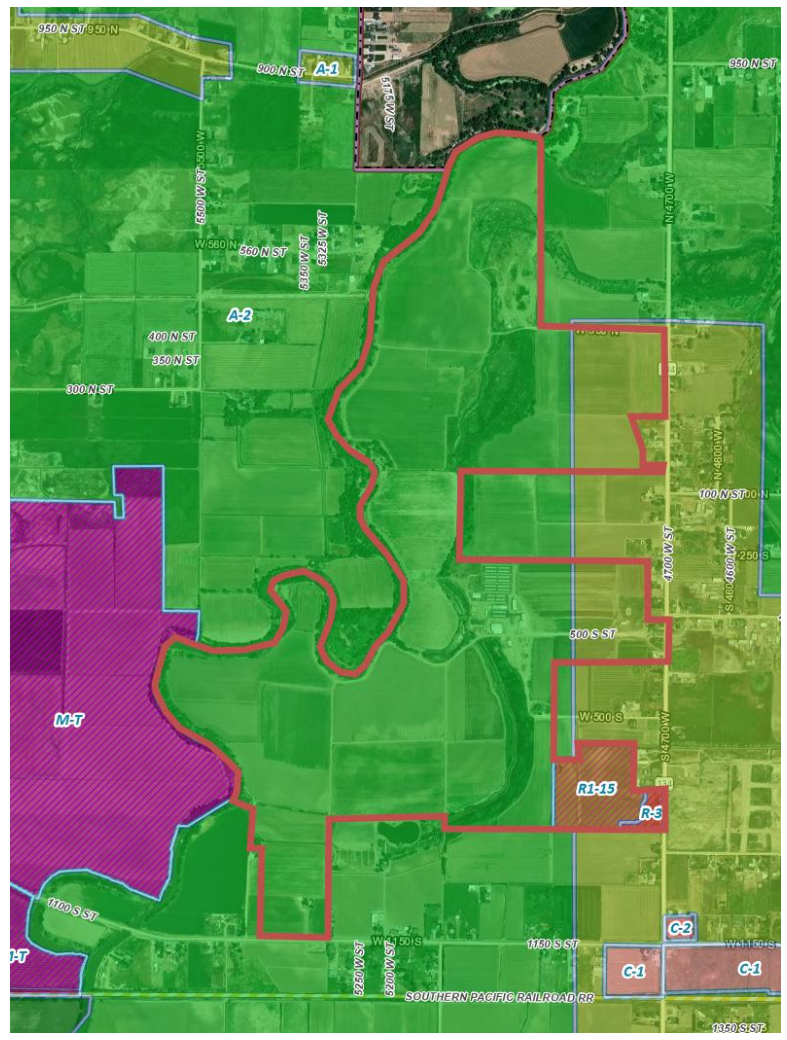
⁵ See Exhibit B to review the entire proposed TN zone.

Within the TN zone there are several transect districts, each essentially being their own sub-zone. **Figure 3** illustrates the configuration of those districts and the text of the TN zone, along with the specifics of the development agreement, explain the uses and land-use intensities with each, with the lighter shades being less intense and the darker more intense.

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

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

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



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.

In December 2024 the County amended the general plan for the area to specifically enable this proposed development, intended to go into effect simultaneous to the approval of this rezone and development agreement. **Figure 4** depicts the amended 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. As can be observed, the Proposed Transect District Map in **Figure 3** is substantially configured to reflect the Amended Future Land Use Map in **Figure 4**. Further, the applicant's concept plan, which can be observed in **Figure 5**, conceptually depicts the general idea for how the Project will be configured at full buildout.

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.

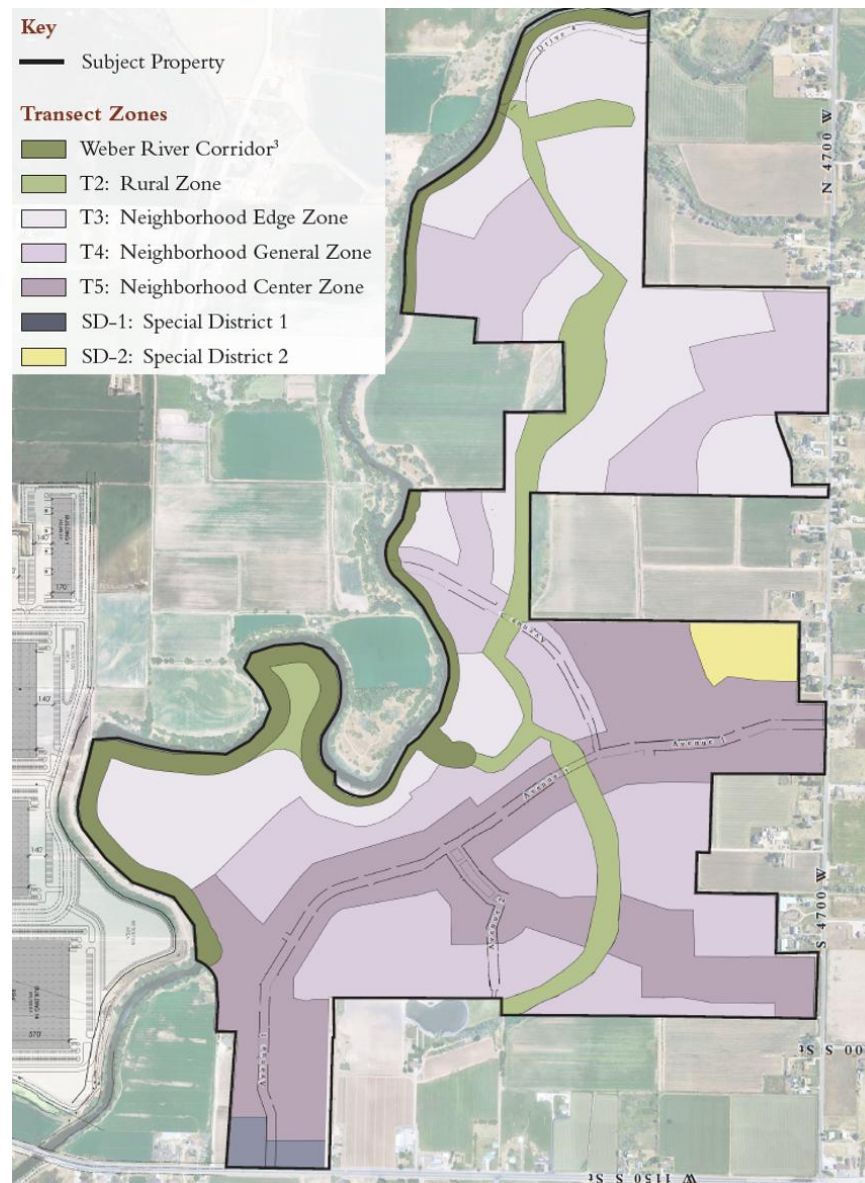
While the Future Land Use Map shows the designations, the plan document itself explains them in greater detail. It also explains the community vision.

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 sizes and property uses that address the need for places for living, working, and playing in a growing community."⁶

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the mutual 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 despite development pressure and community change.

Figure 3: Proposed Transect Districts Map.



⁶ Western Weber General Plan (p. 21)

General Plan Smart Growth Principles

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

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

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

In addition to the basic smart growth standards, 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 in ways the basic smart growth principles might not.

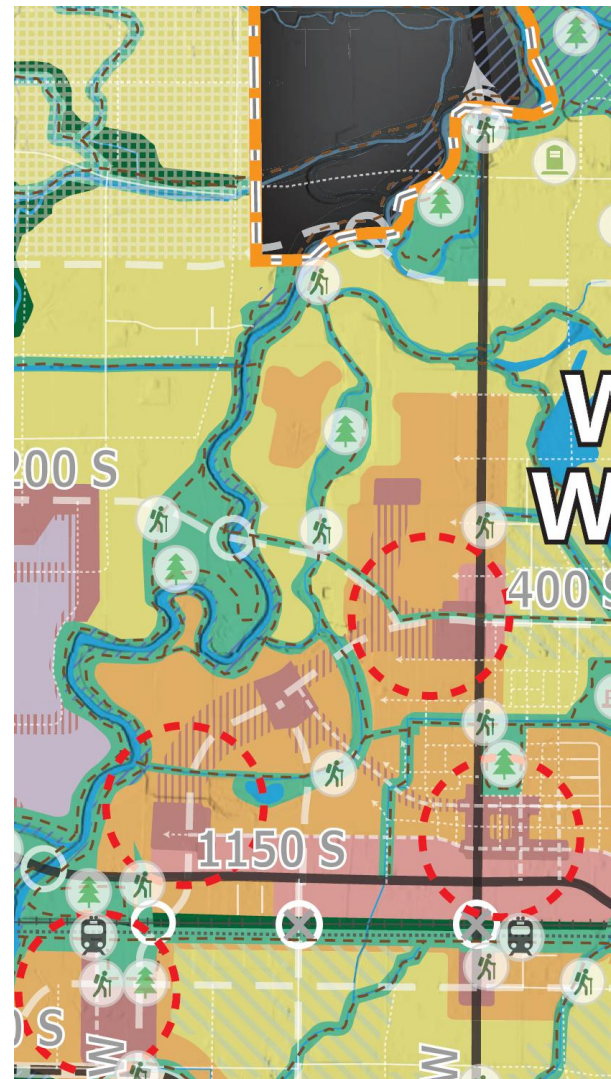
Provision for a wide variety of housing options. It is arguable that this project provides for the widest of variety of housing options. It is proposed to contain everything from med-large lot single-family residential lots through stacked multi-family residential pads or units. The project also supports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

Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing. 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; if not directly within the Project, by virtue of adding to the County's housing supply. The development agreement entitles the land to an overall six dwelling units per acre without dictating exactly how it should be configured except only to follow the intensity configuration laid out in the Transect Districts Map. The offers optimal lot averaging options to which the market can respond as demand dictates.

Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles. The design standards, which are exhibit to the proposed development agreement, provide requirements for a strong network of pedestrian and non-motorized movement with the project, and the text of the development agree further support this both within and at the project's exterior boundaries. In a number of instances, pathways will run between lots, and in some cases will be a lot's only frontage infrastructure (rear auto-access lots), instead of adjacent to streets. Separating pedestrian facilities from automobile facilities gives users a greater sense of safety and comfort away from vehicle traffic.

Of great significance to the implementation of the general plan, the applicant is volunteering to reserve at least 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 4: Amended (2024) Future Land Use Map



Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends. In addition to the pathway improvements, the applicant is volunteering to substantially disallow cul-de-sac neighborhoods, which will ensure greater interconnectivity for the street network.

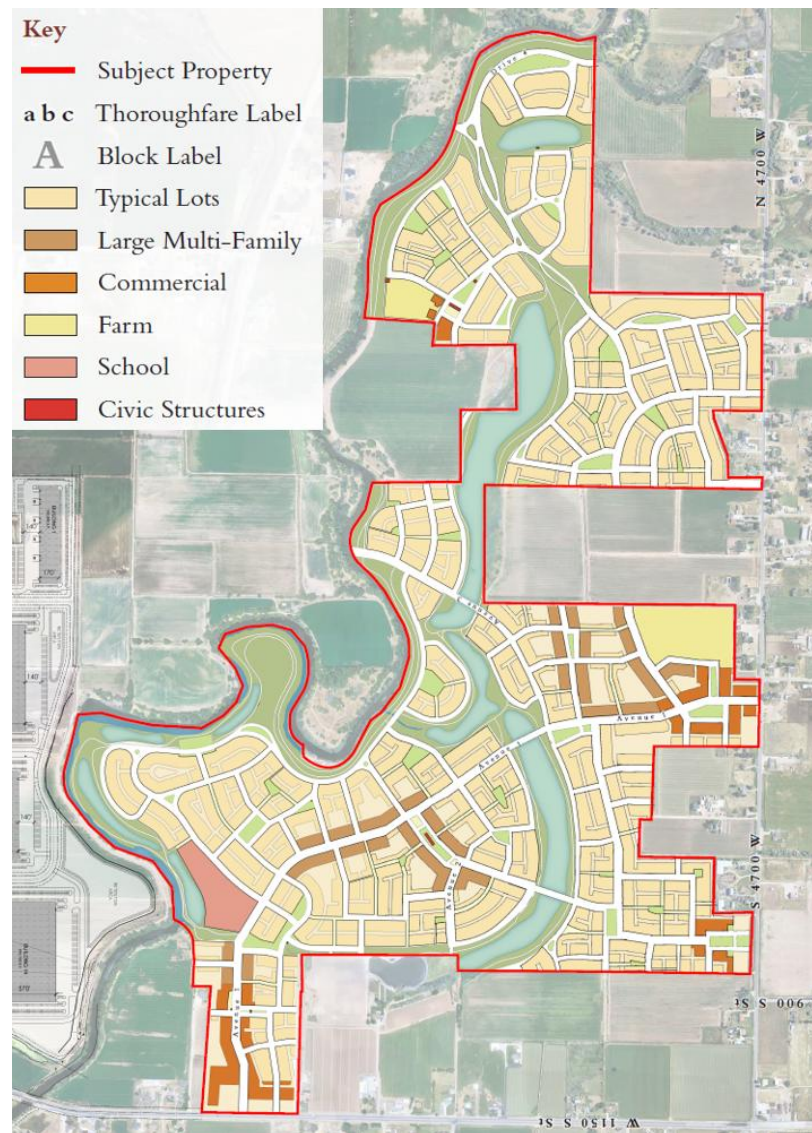
Large and meaningful open space areas with improved parks, recreation, etc. As a rule of thumb, the general plan suggests the county follow the best practice standard of providing approximately 10 acres of open public park land for every 1,000 residents. At its currently proposed size, this equals approximately 100 total acres of open space for this project. As previously mentioned, the applicant is proposing a nature park along the Weber River, which will include roughly 30 to 40 acres. Additionally, the applicant is proposing to substantially preserve the property's existing sloughs and drainage areas for both natural and groomed open space. The proposed development agreement suggests certain specific improvements for the river corridor park as a fallback plan, but Weber County and the applicant intend to work together and with the West Weber Park District to create the best alternative management and improvements strategy plan. The remaining park acreage will be in the form of smaller HOA parks and open space corridors within development areas, including creating opportunity for smaller acreage agritourist operation(s).

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 current 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. If the score is within acceptable thresholds, the plans comply. Thus, without devising an even stricter and perhaps more complicated scorecard approach, the benefits of applying appliance/building material-specific requirements can easily be offset by homebuilders by using other materials elsewhere in the construction of the buildings. Finding ways to enhance the current score-card approach presents complications beyond county resources at this time, and there is not currently a strong appetite for applying additional building regulations.

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

Figure 5: General Concept Plan



street trees and a variety of water-wise 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 agricultural land, with a few large-lot residential uses along 4700 West and 12th street. Regardless of lot size, residential uses are traditionally compatible with, and most similar to, other nearby residential uses than they are other types of land uses such as agricultural or manufacturing. This project is intended to, generally transition density from the edges inward. Except as otherwise depicted in the concept plan, the edges are substantially intended to offer single-family residential building lots in proximity to existing residences.

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.

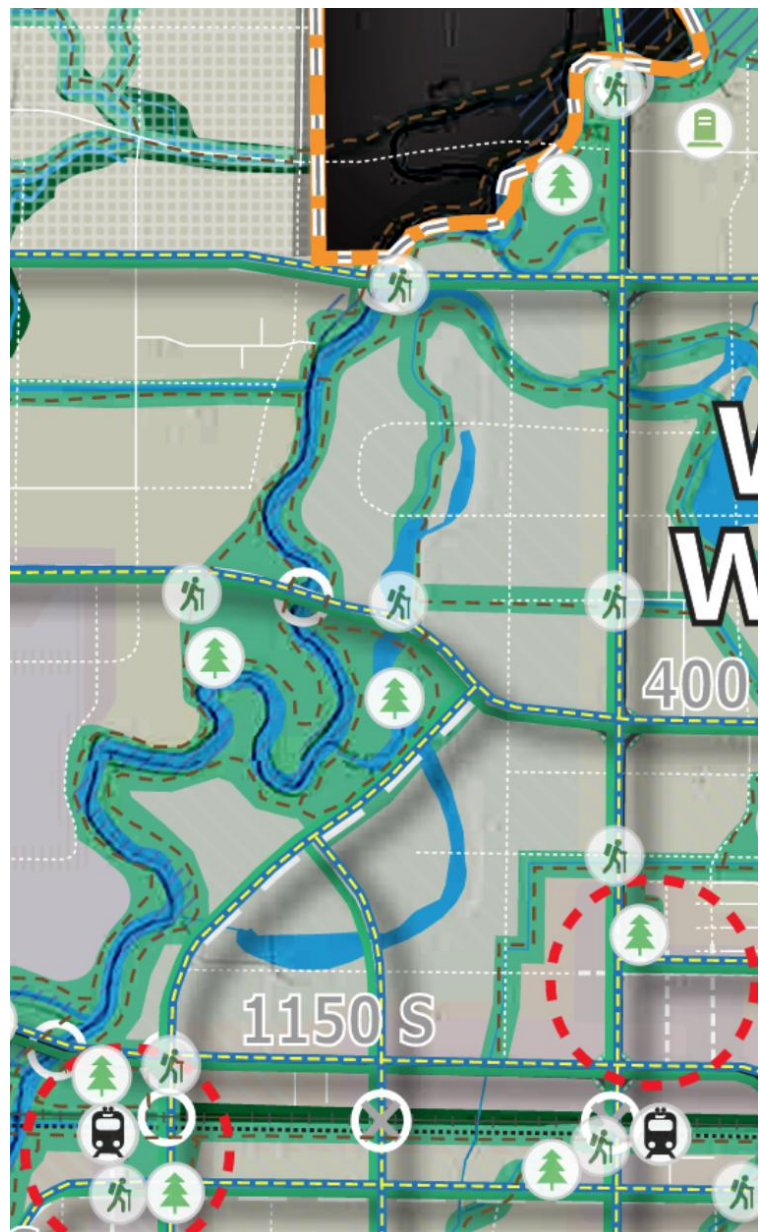
(c) The extent to which the proposed amendment may adversely affect adjacent property.

From a public governance perspective, management of growth is as much about helping the community better manage what might otherwise be rigid community expectations as it is about forward-thinking development configurations. When considering how this rezone might adversely affect adjacent property or property owners, 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 previously imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider and be sensitive to 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. Based on existing market forces, small, medium, and medium-large-lot residential uses should be

Figure 6: General Plan Streets Map



expected for the first several phases. The greater development densities 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.

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 overall dissatisfaction with the development and with the government's approval of it, perhaps evoking feelings or perceptions of betrayal for allowing the area to be different than what they thought they initially bought into or inherited. This includes potential for eventual self-determined displacement from the neighborhood, with anger and blame, in whole or in part, being placed on county leadership for allowing it. While such blame may be misplaced, the feelings that tend to lead to it are valid. Despite the potential for fault-finding, helping a community reset rigid pre-conceptions and expectations resulting from growing pains requires non-defensive, caring, and compassionate leadership, with dialogue oriented toward education, explanation, and reasoning.

(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.

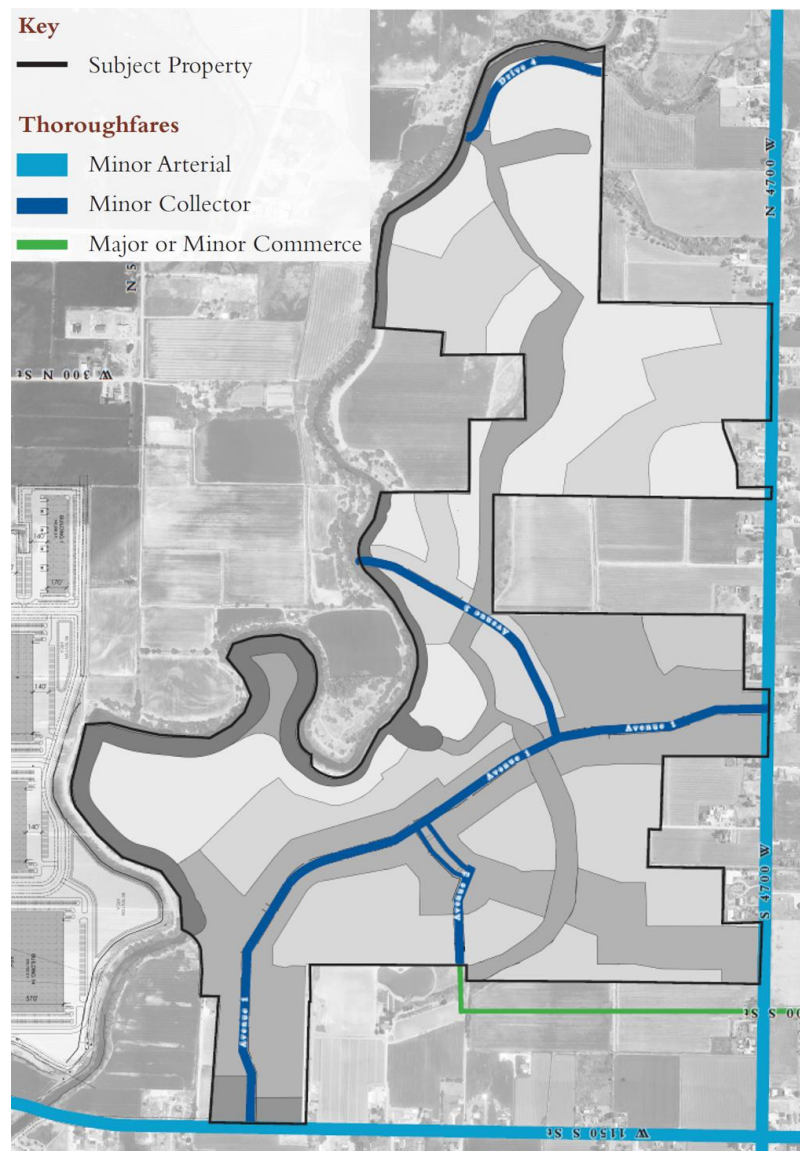
The County's currently adopted development regulations, as well as those being proposed in the development agreement, are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service. The following explains how.

Roadways/Traffic.

Figure 6 shows the planned major streets for the area, pursuant to the general plan. **Figure 7** illustrates the applicant's proposed streets map. As it relates to the subject property and surrounding area, both propose promoting use of 4700 West and 12th Streets, and securing 400 North, 700 North, 5100 West, and 5500 West to and through the property as a means of providing redundant and dispersed future traffic patterns for the greater area. This is intended to reduce over-reliance on any one street route and promote community connectivity and mobility both to and through the project.

A significant goal of the general plan is to find ways to reduce community divisions

Figure 7: Applicants Proposed Major Streets Map



resulting from railroads and rivers. The applicant has agreed to help find means of river crossings for planned streets as well as for pedestrian bridges.

The applicant is expected to fund and construct all roads within the development to adopted standards, and to fund improvement to existing streets that are tied to traffic increases resulting from their development. Traffic impact studies are a routine part of subdivision review and will occur as the project is phased in.

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 additional demand for policing services.

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 Taylor-West Weber Water 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 needed service.

Wastewater

The project is within the Central Weber Sewer Improvement District service or planned expansion area. The applicant is proposing to construct a sewer lift station for the general area that will collect and convey wastewater to existing Central Weber gravity sewer mains. Compliance with both county and district regulations and requirements is expected.

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.

Figure 8: Flood Plain Zones



The US Fish and Wildlife Service provides an inventory of suspected wetlands across the nation.⁷ **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 is proposing to substantially preserve the mapped wetland area as open space, as can be reviewed in their concept plan. In the event wetlands are affected, the applicant will be required to either preserve them from development activities, or mitigate the loss of them in accordance with Army Corps of Engineers regulations.

This is addressed elsewhere in this report.

[illegible]

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Staff Recommendation

After reviewing the proposal within the intended context of the amended Western Weber General Plan, it is staff's opinion that this rezone will significantly help advance the vision and goals of the plan. It offers housing for the area in concert with market demands while ensuring it is thoughtfully designed and managed to preserve significant community benefits despite the increase development potential. Staff is recommending approval of the rezone pending approval of the proposed development agreement and adoption of the TN zone. This recommendation is offered with all considerations specified in the draft development agreement attached as Exhibit A.

Staff's recommendation is offered with the following findings:

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

Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2024-16 and File ZTA 2024-07 – an application for a zoning map amendment, development agreement, and zone text amendment for the Traditional Neighborhood (TN) zone and the Bennet Rezone (formerly known as Gibson Farms), a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River as provided in the planning staff report and based on the draft development agreement and proposed TN zone text attached to the staff report.

I do so with the following findings:

Example findings:

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

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-16 and File ZTA 2024-07 – an application for a zoning map amendment, development agreement, and zone text amendment for the Traditional Neighborhood (TN) zone and the Bennet Rezone (formerly known as Gibson Farms), a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River as provided in the planning staff report and based on the draft development agreement and proposed TN zone text attached to the staff report, **but with the following additional edits and corrections**:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to table:

I move we table action on File #ZMA2024-16 and File ZTA 2024-07 – an application for a zoning map amendment, development agreement, and zone text amendment for the Traditional Neighborhood (TN) zone and the Bennet Rezone (formerly known as Gibson Farms), a master planned development for approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River. I do so in order to:

Examples reasons to table:

- *Example: provide additional time for consideration and review.*
- *Example: enable the applicant time to amend the application in a more suitable manner as discussed in this meeting.*
- *Example: allow staff to provided further research and/or information that will assist in making a final decision.*
- *[_____ add any other desired reasons here _____].*

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2024-16 and File ZTA 2024-07 – an application for a zoning map amendment, development agreement, and zone text amendment for the Traditional Neighborhood (TN) zone and the Bennet Rezone (formerly known as Gibson Farms), a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River 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: Proposed Draft Development Agreement and Master Plan Information

Exhibit B: Proposed Traditional Neighborhood (TN) Zone

Exhibit C: Application Information

**PLANNING COMMISSION WORKING DRAFT—SUBJECT TO REVIEW AND
REVISION BY ALL PARTIES**

TOC and some references may be inaccurate – to be updated prior to final

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

BLACKPINE, LLC, a Utah limited liability company

For the

BENNET MASTER PLANNED DEVELOPMENT

4936-5886-4683

**PLANNING COMMISSION WORKING DRAFT—SUBJECT TO REVIEW AND
REVISION BY ALL PARTIES**

TOC and some references may be inaccurate – to be updated prior to final

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[to be inserted]

4936-5886-4683

DEVELOPMENT AGREEMENT

Bennet Farm

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

RECITALS

WHEREAS, The Master Developer is the developer of the Property and desires and intends to develop a large-scale planned development on the Property, that may include a variety of residential, commercial, and civil uses, currently located in 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, The Property is owned by GGA, LLC; Andrea J Gibson Revocable Trust; Shayne R. and Cara L. Bitton; Gibson Legacy, LLC; and KN & LN, LLC (collectively, "Owner"). By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in 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 Agricultural (A-2) ("Prior Zone");

WHEREAS, Concurrently with the approval of this Agreement, the County intends to enact an ordinance that amends the County's zoning ordinances to create the Traditional Neighborhood ("TN") zone and Master Developer desires to rezone the Property to the TN zone [and the Open Space (O-1) Zone] consistent with the terms and provisions contained herein by the County's adoption of a zoning map amendment that applies the TN zone to the Property (collectively, the "Rezone Ordinance");

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**.

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-G 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. Expiration of Agreement Related To Development of the Property. The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in Section 2.2.3 of this Agreement, unless earlier terminated or modified by written amendment as set forth herein. 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:

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

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

2.2.1.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in Section 2.2.1.1 and Section 2.2.1.2 pursuant to its typical legislative authority.

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2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations,

performance, and maintenance responsibilities, if any, 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, expressly set forth in this Agreement 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 or administrative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

- 2.2.3. Term.** This Agreement expires thirty (30) years after the Effective Date; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 30-year period expires, and the Project has not achieved Buildout, then this Agreement shall automatically be extended successive periods of ten (10) years each (as applicable, the "Term"), unless either Party delivers a notice of non-renewal to the other Party within six (6) months prior to expiration of the then current Term.
- 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.** A complete Development Application is not submitted for development within the Project within five (5) years after the Effective Date, or within five (5) years after the last submitted Development Application or, in lieu of submittal of a complete Development Application within the above time period(s), a presentation to the County Commission, in a public meeting, regarding the nature and status of the Project has not occurred within one (1) year after the expiration of the above time period(s); or
- 2.3.3.** The Master Developer defaults on any provision and default is not resolved subject to and in accordance with **Section 13** of this Agreement.

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. Applicable Law** means the County's Vested Laws, including the Code, the Rezone Ordinance, and all development specific standards contained therein and in effect as of the Effective Date

and any of the County's Future Laws that may apply as provided in **Section 5.3** below.

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- 3.4. **Applicant** means, as the context may require, a person or entity submitting a Development Application or a Modification Application.
- 3.5. **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in **Section 11.4** of this Agreement.
- 3.6. **Board of County Commissioners** means the elected County Commission of Weber County.
- 3.7. **Building Permit** means the County's building permit or building permit review process, as specified in the Code.
- 3.8. **Buildout** means the completion of all of the development on all of the Property for all of the Project, as communicated by Master Developer in writing delivered to the County.
- 3.9. **Code** means the County's Code in effect as of the Effective Date, containing its land use regulations adopted pursuant to the Act, to the extent not modified or vested by the TNZ, the Rezone Ordinance, or this Agreement.
- 3.10. **Commercial Development** means development intended for office, retail, and lodging functions, as well as for an activity involving the sale of goods or services carried out for profit.
- 3.11. **County** means Weber County, a political subdivision of the State of Utah.
- 3.12. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.
- 3.13. **County's Future Laws** means the laws and ordinances of the County that are in effect after the Effective Date, and which may or may not apply as provided in Section 5.3 below.
- 3.14. **County's Vested Laws** means all laws ordinances of County in effect as of the Effective Date.
- 3.15. **Default** means a material breach of this Agreement.
- 3.16. **Design Code** means the design code for the Project that is approved by the Town Architect pursuant to Section 8.13 below. The initial conceptual Design Code for the Project is attached hereto as **Exhibit C**.
- 3.17. **Development Application** means, subject to this Agreement, an application to the County required by the Code for development of a portion of the Project including a Subdivision, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.18. **Development Report** means a report in accordance with and containing the information specified in **Section 8.2.2** submitted to the County.
- 3.19. **Drive Approach** means a driveway serving one or more residential dwelling units or a curb cut serving non-residential development.
- 3.20. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.21. **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

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

- 3.22. **Intended Uses** means the uses listed in and governed by the TN zone's land use table pursuant to **Section 104-23-3**, and that, if in compliance with the provision of the TN zone, may be included within the Project as determined by the Master Developer.
- 3.23. **Impact Fees** means those fees, assessments, or payments of money lawfully imposed by the County as a condition on development activity as specified and provided in **Utah Code Ann., §§ 11-36a-101, et seq.**
- 3.24. **Improvements** means those elements of public infrastructure that are planned to be dedicated to the County or other public entities, and the other public infrastructure or public service facilities serving the Project.
- 3.25. **Major Streets** means the arterial and collector streets, as referenced and conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, that serve as the backbone transportation infrastructure for the Project.
- 3.26. **Master Developer** means BlackPine, LLC, a Utah limited liability company, or it's Assignees as provided in **Section 11.4** of this Agreement.
- 3.27. **Maximum Residential Primary Dwelling Units** means the maximum number of Primary Dwelling Units allowed to be developed within the Project pursuant to **Section 8.2.1** below.
- 3.28. **Minor Streets** means the Minor Collector Streets, as referenced and conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, and the local streets, roadways, accessways, or alleyways within the Project that facilitate vehicular, pedestrian, and bicycle traffic from the Intended Uses to the Project's Major Streets.
- 3.29. **Modification Application** means an application to amend this Agreement.
- 3.30. **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.
- 3.31. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.32. **Open Space** means an above ground outdoor area devoted for use by the public without fee unless otherwise specifically provide in this Agreement and otherwise in accordance with this Agreement. Open Space includes the above ground outdoor area of Public Park Open Space. Open Space areas may include developed or undeveloped areas for recreational, agricultural, aesthetic, social, cultural, educational, or entertainment uses, including but not limited to, pedestrian, bicycle, and equestrian trails; regional and neighborhood parks; water features and waterways; natural habitat areas; plazas; commonly maintained natural or landscaped areas; storm water retention areas; public schools and other public civic spaces or civic spaces for the benefit of the public; agritourism uses with or without a fee; trails which are in addition to, and not in lieu of, the sidewalk or trail requirements of the applicable Major Street or Minor Street cross-section; the positive incremental difference between park strip and street median areas actually constructed and the standard required by this Agreement or the Design Code; and any other matter approved by the County.
- 3.33. **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.

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- 3.34. **Owner** is defined in the Recitals above.
- 3.35. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.36. **Park District** means the Taylor West Weber Parks District or other local park district.
- 3.37. **Parties** means the Master Developer and the County, including their Successors.
- 3.38. **Pathway** means a multi-use paved pathway, as generally illustrated in **Exhibits E-1 and E-2** intended for generally non-motorized modes of transportation and recreation.
- 3.39. **Prior Zone** means the A-2 zone.
- 3.40. **Phase or Phasing** means the development of a portion of the Project as determined by Master Developer but in compliance with the Code and this Agreement.
- ~~3.38.~~3.41. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- ~~3.39.~~3.42. **Primary Dwelling Units** means a permanent primary structure designed and capable of year-round, daily residential occupancy. A Primary Dwelling Unit contains at least one kitchen, one bathroom, and a sleeping area.
- ~~3.40.~~3.43. **Project** means the development to be constructed on the Property as contemplated by the TNZ and conceptually depicted on the Project Land Plan.
- ~~3.41.~~3.44. **Project Land Plan** means the plan attached hereto as **Exhibit D** which is hereby approved by the County as part of this Agreement.
- ~~3.42.~~3.45. **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.
- ~~3.43.~~3.46. **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 that includes the Property. 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.
- ~~3.44.~~3.47. **Public Landscaping** means landscaping Improvements within street rights-of-way, in a Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- ~~3.45.~~3.48. **Public Park Open Space** means the portion(s) of the Open Space intended to be dedicated for the benefit of the public to the County, the Park District, special service district or other governmental entity, or private non-profit entity, as reasonably acceptable to the County, in accordance with this Agreement.
- ~~3.46.~~3.49. **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.
- ~~3.47.~~3.50. **Subdeveloper** means an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer who acquires a Phase for development or purchases a Parcel for Subdivision platting prior to development thereon.
- ~~3.48.~~3.51. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to

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the Act and/or the Code.

3.49.3.52. 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.

3.50.3.53. System Improvement means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large, but not including improvements that would otherwise be required, necessary, or are intended to only serve the Project but, in all cases, do not constitute a taking.

3.51.3.54. Town Architect means the person, group of persons, or entity designated as the town architect pursuant to **Section 8.12** below.

3.52.3.55. Town Architect Consent means the Town Architect's review of a Development Application and consent that such Development Application conforms to the intent of the Design Code.

3.53.3.56. Traditional Neighborhood Base Standard means the planning principles of New Urbanism referenced in the *Lexicon of New Urbanism* and *Smartcode v9.2* by Andres Duany, et al.

3.57. Transect District(s) means the applicable Transect District area that is identified on the Project Land Plan and governed by this Agreement and the TN zone.

3.58. Weber River Corridor means that area within 100 feet of the Weber River's ordinary high water mark. For the purposes of this Agreement, the Weber River Corridor is the T1 District pursuant to the provisions of the TN zone, and vice-versa.

3.54.3.59. Weber River Park means the public park required by this Agreement and located within the Weber River Corridor except those areas approved for a special permit in accordance with this Agreement and the TN zone.

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4. **Conflicting Provisions**

The development of the Property shall be in accordance with County's Vested Laws, County's Future Laws (to the extent that they apply as allowed by this Agreement), and this Agreement. 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 all exhibits thereto). To the extent there is a conflict between the County's Vested Laws, County's Future Laws, and this Agreement, the hierarchy of priority (from highest priority to lowest priority), with the terms and conditions of each having a higher priority controlling over any conflicting terms and conditions of those with a lower priority, is as follows: (i) this Agreement; (ii) the County's Vested Laws; and (iii) the County's Future Laws. County agrees that Developer shall have the full power and exclusive control of the Property.

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 Applicable Law, including County's Vested Laws and the provisions of the TNZ, without modification or change by the County except as specifically provided herein and other matters specifically addressed in this Agreement and the Project Land Plan, subject to the terms and conditions of this Agreement. Specifically, Master Developer is vested with the right to: (i) to develop and construct the Project in accordance with this Agreement; (ii) develop Primary Dwelling Units up to the Maximum Residential Primary

Dwelling Units; (iii) develop Commercial Development; and (iv) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. By way of further clarification, Master Developer is vested with the right to develop and locate on the Property the uses and densities including, without limitation, the Intended Uses. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. 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. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Master Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property.

- 5.2. Rescission Option.** To the extent Master Developer has executed this Agreement in advance of County approval of the Rezone Ordinance, and if the Rezone Ordinance is not enacted in a form reasonably satisfactory to Master Developer, then Developer may deliver notice of rescission to County to terminate this Agreement. Upon Developer's delivery of notice of rescission pursuant to this Section 5.2, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

- 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 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights contemplated herein shall be of general application to all development activity in the County; and, unless 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 policy exception to the vested rights doctrine. Additionally, the Parties understand and agree that the County's Future Laws with respect to the Project or the Property shall not apply except as follows:

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- 5.3.1. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
- 5.3.2. 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.
- 5.3.3. 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;
- 5.3.4. 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;
- 5.3.5. 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

5.3.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

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 materially limits or materially 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 that the County reasonably determines materially frustrates the purposes of this Agreement in relation to Master Developer's responsibilities specified in this Agreement, the County shall provide notice thereof to the Master Developer and, within ten (10) days after such notice, the Parties shall meet and confer in good faith to determine whether this Agreement should be amended, suspended, or terminated, or whether alternative arrangements can be made to address such future law or binding judicial decision. If the Parties are unable to agree upon the manner which to address the future law or binding judicial decision pursuant to this **Section 5.4** within twenty (20) days after the notice delivered pursuant to this Section, then the County may deliver a notice of termination of this Agreement. Upon delivery of a notice of termination pursuant to this **Section 5.4**, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. Nothing in this Section shall be construed as a waiver of any rights of either Party to contest, appeal, or otherwise challenge any future law, legal proceeding or order affecting any portion of this Agreement or the Project.

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

5.6. Early Termination Right for Jurisdictional Change. At any time during the Term of this Agreement, Master Developer may elect to terminate this Agreement as to all or part of the Property by sending notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County; provided, however, in the event of such termination, the following Master Developer obligations set forth herein shall remain in full force and effect notwithstanding such termination: (i) the improvement and dedication of the Project's Major Streets to a governmental entity, (ii) the improvement and dedication of the Project's stormwater facilities to accommodate the Project's Major Streets, and (iii) **Section 8.9.5** (Weber River Corridor provisions).

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6. Project Description.

A large-scale traditional neighborhood community, intended to substantially comply with the Traditional Neighborhood Base Standard within the TNZ zone, which has a collection of mixed-use walkable neighborhoods with a range of uses, which may include residential, lodging, office, retail, restaurant, and civic uses.

7. Project Location and Illustration.

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

8. Development and Use.

8.1. Accounting and Report. The Parties agree that any accounting or reporting provision in this Agreement is intended to assist Master Developer in its governance of development and land uses within the Project. Any such provision shall not be construed to mean the County has any obligation to control, verify, mediate, or otherwise determine Master Developer's allocation or conveyance of density, development types, or allowed uses within the Project between Master Developer and any Subdevelopers or Successors.

8.2. Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the Maximum Residential Primary Dwelling Units, as specified herein, in the Project. Master Developer may develop Primary Dwelling Units throughout the Project up to the Maximum Residential Primary Dwelling Units. Except in the T1 District as otherwise provided in this Agreement, the intensity of neighborhoods and residential units may be determined by the Master Developer in compliance with the provisions of the Design Code applicable for each Transect District, provided that Master Developer installs sufficient infrastructure to support such development and reasonably enable future development on adjoining parcels, and the Project's overall density does not exceed the Maximum Residential Primary Dwelling Units.

8.2.1. Maximum Residential Primary Dwelling Units. County agrees that the number of Primary Dwelling Units (or Maximum Residential Primary Dwelling Units) allowed to be developed within the Project shall be equal to a number calculated by multiplying the total number of acres comprising the Property by six (6).

8.2.2. Development Report. A Development Report shall be submitted with any Development Application that is for the creation of a Primary Dwelling Unit(s) or a subdivision. The Development Report shall be in the form of **Exhibit F** attached hereto, and shall provide for the following:

8.2.2.1. Consent. If Master Developer is the owner of the property that is subject of the Development Application, written consent from Master Developer, free from any conditions, reporting Master Developer's agreement to the submittal and processing of the Development Application, and, if the Applicant is other than the Master Developer, the Development Report shall include reasonable evidence of the valid assignment from the Master Developer to the Applicant.

8.2.2.2. Ownership. Ownership of the property that is subject of the Development Application.

- 8.2.2.3. Maximum Units.** The total number of Maximum Residential Primary Dwelling Units allowed in the Project.
- 8.2.2.4. Units Previously Platted.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units previously platted within any part of the Project.
- 8.2.2.5. Units in Ongoing Applications.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded.
- 8.2.2.6. Units Proposed to be Developed.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units proposed in the Development Application.
- 8.2.2.7. Units Transferred or Remaining.** The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units remaining to be proposed for development.
- 8.2.2.8. Open Space.** The count of Open Space (and identifying any Public Park Open Space included therein) included in the Development Application and such Development Application's percentage of total required acreage of Open Space.
- 8.2.2.9. Transect District Intensity.** The count of Primary Dwelling Units included in the applicable Transect District that is the subject of the Development Application.
- 8.2.3. Density for Parcels Conveyed to Subdevelopers.** Master Developer or Assignees shall maintain control over the allocation and conveyance of density to Assignees or Subdevelopers and, if applicable, return of any unused Primary Dwelling Units density, and shall do so in a manner that does not involve the County.
- 8.2.4. Delegation of Master Developer's Obligations to Subdevelopers.** Subject to other provisions in this **Section 8.2** and in **Section 10.7** "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:
- 8.2.4.1.** Any such delegation shall:
- 8.2.4.1.1.** be managed and enforced between Master Developer and Subdeveloper without assistance from County;
- 8.2.4.1.2.** not result in additional uncompensated administrative or financial burden on the County; and
- 8.2.4.1.3.** not void or otherwise excuse Master Developer from fulfilling its obligations and responsibilities to County. County may, but has no obligation to, enforce any provision of this Agreement or the Code on a Subdeveloper.
- 8.3. Phasing; Project Land Plan.**
- 8.3.1. Phasing.** Except as provided in this **Section 8.2**, nothing in this Agreement nor in the

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TNZ shall obligate Master Developer (or its Successors) to develop the Property or to develop in any particular order or Phase and that Master Developer reserves all discretion to determine whether to develop a particular portion or Phase of the Property based upon Master Developer's business judgment; however, in connection with or prior to the approval of the next site plan or Subdivision within the Project, Master Developer shall have designed and obtained all necessary approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure or street or Pathway with sufficient capacity to meet the requirements of the next Phase of development. Master Developer shall thereafter construct or cause to be constructed any such other utility infrastructure or street or Pathway necessary in connection with the development and improvement of each subsequent Phase or to reasonably enable future development on adjoining parcels.

8.3.2. Open Space Phasing. Subject to the provisions of this Section, each Phase shall provide for the platting and installing of at least a proportionate share of Open Space area and any Open Space Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Subject to **Section 8.3.2.1**, Master Developer shall be entitled to choose which Open Space area and Improvements are provided for each Phase.

8.3.2.1. Dedication Triggers. Unless first agreed otherwise by the County, no less than fifty percent (50%) of any Subdivision plat's minimum required Open Space shall be contributed to the Weber River Park, until it contains all acreage of the Weber River Park intended or required, by Subdivision plat dedication and with an immediate lease or temporary, exclusive easement by the County or Park District to Master Developer, as reasonably determined and negotiated by the Parties and providing for Master Developer's ability to install the intended or required Open Space Improvements in such area(s) of the Weber River Park subsequent to the dedication and terminating upon Master Developer's completion of the Open Space Improvements in such area(s) of the Weber River Park.

8.3.2.2. Land Contribution In Lieu of Financial Assurance. At the time of each such Weber River Park area's dedication, if the Improvements to be included in such Weber River Park area have not been completed, Master Developer shall contribute Additional Open Space Land ("Additional Open Space Land") to the Weber River Park until it contains all acreage of the Weber River Park intended or required; and, with the same immediate lease or temporary, exclusive easement by the County or Park District to Master Developer.

8.3.2.2.1. Land Value Determination. Such Additional Open Space Land shall have a Fair Market Value ("Fair Market Value") at least equal to the cost of the Improvements (as determined by an licensed engineer's estimate of such Improvements obtained by Master Developer) to be included in such minimum portion of the original Weber River Park area included in the subject Subdivision plat.

8.3.2.2.2. Land Appraisal – Master Developer. Under this subsection with respect to the contribution of such Additional Open Space Land, Master Developer will obtain an appraisal of the Additional Open Space Land contribution from a certified

appraiser having earned the Member of the Appraisal Institute (M.A.I.) designation and having at least ten (10) years of recent professional experience in valuing real estate, and Master Developer and County will meet and negotiate in good faith to determine and agree upon a per-acre Fair Market Value of land, in order to calculate the Fair Market Value of the Additional Open Space Land contribution.

~~8.3.2.2.2.~~ 8.3.2.2.3. **Land Appraisal – County.** If Master Developer and County cannot agree upon the Fair Market Value of the Additional Open Space Land contribution, County will, within sixty (60) days after the initial meeting to determine the Fair Market Value, obtain an appraisal of the Additional Open Space Land contribution from a certified appraiser having earned the Member of the Appraisal Institute (M.A.I.) designation and having at least ten (10) years of recent professional experience in valuing real estate. Master Developer and County will each be responsible for the payment of the costs and expenses associated with their respective appraisers, and will share a copy of the appraisal with the other party.

~~8.3.2.2.3.~~ 8.3.2.2.4. **Land Appraisal Dispute Resolution.** If, after receiving the County's appraisal, Master Developer and County agree on the Fair Market Value of the Additional Open Space Land contribution, that Fair Market Value will be deemed agreed. If, however, Master Developer and County cannot agree on the Fair Market Value of the Additional Open Space Land contribution, but the appraisals are within ten percent (10%) of each other, then the Fair Market Value will be the average of the two (2) appraisals obtained by Master Developer and County. If, after receiving the appraisals, Master Developer and County cannot within ten (10) County business days agree on the Fair Market Value of the Additional Open Space Land contribution and the appraisals are not within ten percent (10%) of each other, then the Fair Market Value for the Additional Open Space Land contribution will be determined by having Master Developer's appraiser and County's appraiser, within ten (10) days after such County 10-business day period, select and appoint a third, similarly qualified appraiser whose fees and expenses will be paid equally by Master Developer and County, to appraise the Additional Open Space Land contribution's Fair Market Value.

8.3.2.2.4.1. If Master Developer's appraiser and County's appraiser cannot agree upon the identity or qualifications of the third appraiser, the third appraiser will be selected according to the American Arbitration Association's then-current Arbitration Rules for the Real Estate Industry ("AAA Rules") or if the AAA Rules fail to make such an appointment, then by the presiding judge

Commented [CE21]: Timeframe needs to be verified by purchasing and comptroller before agreement CC review.

of the Second Judicial District Court of Utah. Once selected, the Parties shall act in good faith to enable the third appraiser to render, within thirty (30) calendar days after being selected, a written decision regarding the determination of the Additional Open Space Land contribution's Fair Market Value, which will be the Fair Market Value and which decision will be final, conclusive, and binding on Master Developer and County, and may be enforced by a court of competent jurisdiction.

~~8.3.2.2.3.1~~ 8.3.2.2.4.2. Master Developer and County agree to cooperate fully and provide all information that the third appraiser may request to assist in determining the Fair Market Value, which information may include delivery of both of the appraisals from Master Developer's appraiser and County's appraiser.

8.3.2.3. Improvement Completion Assurance. After contribution of all acreage of the Weber River Park intended or required pursuant to this subsection, Master Developer shall provide, or shall cause to be provided, an improvement completion assurance in accordance with this Agreement and Applicable Law for the Improvements to be included in such Weber River Park area that have not been completed.

8.3.2.4. Improvement Completion Deadline. Unless completed earlier, the Weber River Park Improvements contemplated under this Agreement shall be constructed and dedicated in phases corresponding to at least the widest width of the subject Phase when measuring north/south and when the phase is within 200 feet of the Weber River Corridor, pursuant to **Section 8.9.4**. Unless agreed otherwise by the Parties, the said Improvements shall be installed no later than one year after the issuance of a phase's first certificate of occupancy for a dwelling or commercial structure.

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Commented [CE23]: Added deadline for construction of improvements

8.3.3. Project Land Plan. The Property will be developed, and Master Developer is entitled to develop the Project, in accordance with (i) the requirements of the TN zone, (ii) the provisions of the Design Code applicable for each Transect District, (iii) the Project Land Plan, and (iv) this Agreement. The Project Land Plan is conceptual in nature and sets forth only a conceptual layout and overall intensity for the Project, and Developer may reconfigure or modify the Project's layout, streets, intensity, and uses depicted in the Project Land Plan based on Developer's business judgment, provided Master Developer shall not:

8.3.3.1. adjust the area of the Transect Districts depicted in the Land Use Map by more than twenty percent (20%)

8.3.3.2. Modify the T1 District (Weber River Corridor);

8.3.3.3. alter the general configuration of the Major Streets; or (C)

8.3.3.4. adjust the orientation of the Transect Districts relative to one another as depicted in the Land Use Map, without County staff administrative approval. Master Developer may not expand the Transect District areas within 200

feet of the Property's exterior boundary without a Substantial Amendment.

- 8.4. Use.** Master Developer may develop, construct, and maintain the Intended Uses throughout the Project as provided in the TN zone, including the Intended Uses permitted or conditionally permitted within each Transect District as provided in the TN zone. However, no use of private property is permitted in the Project until and unless approved by Master Developer. Each Development Application or a Subdivision plat or site plan approval, except those for accessory uses reasonably related and incidental to a lawfully established main use on the same lot or parcel, shall be submitted with written consent from Master Developer, free from any conditions, reporting Master Developer's agreement to the submittal and processing of such Development Application as to use.

- 8.5. Major Streets Right-of-Way Dedication; Street Connectivity.** The Project's Major Streets are conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**, and Master Developer agrees to dedicate and County agrees to accept or, if allowed by the County, otherwise reserve the Project's Major Streets rights-of-way as public thoroughfares at no cost to the County. The County also agrees that because of the connectivity requirements contained in the Design Code, the County's street connectivity requirements set forth in **Section 106-2-1.020** of the Code shall not apply within the Project **except that dedicated connections to the Project's exterior boundary shall be provided in a manner that enables future development on adjacent parcels to substantially comply with the provisions of that section;** however, notwithstanding the foregoing, no cul-de-sacs shall be allowed in the Project without the County planning division director's approval.

Commented [CE24]: Added to ensure project ties into existing adjacent parcels.

- 8.5.1. Minimum Requirements.** Notwithstanding anything in County Code or this Agreement to the contrary, the County agrees that Major Street and Minor Street pavement widths within the Project set forth in the Major Street and Minor Street cross-sections in **Exhibit E-2 and Exhibit E-3** and shall not exceed what is required by the Project for the efficient ingress and egress of automobiles into the Project, it being expressly understood that the Project may elect to accommodate pedestrian and alternative transportation uses (i.e., bicycles) within paseos, walkways, and Pathways located in connection with pedestrian and Open Space networks intended for the Project and not within road rights of way as long as there is a pedestrian facility that generally parallels and provides as much if not more efficient pedestrian routing than would pedestrian facilities within the street right-of-way. Each Major Street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E-1 – Major Street Cross Sections**; provided, however, that the County's planning division director may authorize deviations from the cross-sections attached hereto as requested by the Master Developer. Allowed cross-sections for the Project's Minor Streets are set forth in **Exhibit E-3 – Minor Street Cross Sections** or as included in the Design Code; provided, however, that the County's planning division director or the Town Architect may authorize deviations from the cross-sections attached hereto as requested by the Master Developer after receiving approval for the deviation from the Local Fire Authority.

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

- 8.5.2.1. 700 North.** At no cost to the County dedicate area within the Property for a street right-of-way for 700 North Street. The right-of-way shall be no less than 80 feet wide. County agrees that Master Developer may align the right-of-way in whatever manner it deems appropriate through the Project provided the eastern end of the right-of-way shall stub to adjoining property

in a location and in a configuration that, given other possible alignments, creates no unreasonable burden on its future extension to and intersection with 4700 West Street in the location as illustrated in the general plan; and the western side of the right-of-way abuts, or is extended to the center of, the Weber River in a location and in a configuration that, given other possible alignments, creates no unreasonable burden on bridging the river and extended the right-of-way westward in the future.

- 8.6. Street Improvements.** Master Developer shall be responsible for constructing, or causing to be constructed, the Project's Major Streets and Minor Streets necessary for a particular Phase. The Project's Major Streets are conceptually depicted on the "Transportation Plan" attached hereto as **Exhibit E-1**. The Major Street types and precise locations of the Major Streets may be adjusted by the Master Developer as necessary for the Project's development, provided that the same provide efficient ingress and egress of automobiles in and out of the Project. Master Developer shall identify on future Subdivision plats for the Property whether individual Minor Streets will be privately owned or dedicated to the County or other governmental entity. If a Minor Street is dedicated to the County, the Parties may execute, or cause to be executed, a dedication agreement to facilitate the operation of the Minor Street to accommodate the uses and provisions intended for the Project.

- 8.6.1. Project-Boundary Street Stubs.** Pursuant to the provisions of **Section 8.5**, for any Phase located within fifty (50) feet of the Project's exterior boundary Master Developer shall construct or cause to be constructed a street stub to the Project's exterior boundary.

Commented [CE25]: Ref

- 8.6.2. Sidewalks.** Master Developer agrees that all public sidewalks in the Major Street public rights-of-way shall be no less than five-feet wide, have a minimum concrete thickness of six inches, and be on a base course with a depth of no less than eight inches. With the exception of expansion joints, sidewalk joints shall be saw cut.

Commented [CE26]: Conceptual language to illustrate intended policy. Final language to be discussed with commission.

- 8.6.3. Drive Approach Accesses along Major Streets.** Master Developer agrees that no lot will be configured to provide private Drive Approach access directly onto any Major Street. Minor Streets, including alleys, may connect to Major Streets and County agrees to allow lots to front Major Streets if they are provided access by means other than Major Streets. County reserves the right to restrict alley intersections between street intersections on 1200 South Street and 4700 West Street.

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- 8.6.4. Reserved.**

- 8.6.5. Street Trees.** All Major Streets will be lined with shade trees. Trees lining an adjacent and parallel sidewalk or Pathway/trail shall suffice for such street's trees. Trees along Major Streets and Minor Streets shall comply with the following:

- 8.6.5.1. Tree Count.** No less than an average of one tree shall be planted per 44 lineal feet; provided tree spacing may be adjusted based on site design considerations or as necessary for the Project's development.

- 8.6.5.2. Tree Selection.** At least three different tree varieties selected from County's adopted tree list shall be used for the Project.

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

- 8.6.6. Street Tree Installation and Maintenance.** Master Developer agrees as follows with respect to installation and maintenance of street trees:

- 19

or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and, subject to **Section 10.11** and **Section 10.12**, to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. The gravity sanitary sewer collection system within the Project shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the Project at Buildout, from the Project area to the lift station.

Commented [CE28]: Refs

Commented [CJ29]: To be discussed with County Commission.

8.8.2.5. Reserved.

8.8.2.6. Sewer Lift Station and Pressurized Collection Lines. Subject to Sections 10.11 and 10.12, Master Developer agrees to install, or cause to be installed, a sewer lift station on the Property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main, as System Improvements. The Parties anticipate these facilities will be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise agreed by the County Engineer and Master Developer.

8.8.2.7. Reserved.

8.8.2.8. Reserved.

8.8.3. 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 applicable Phase, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and, if applicable, pressurized secondary water Improvements to and across the Property to serve development in such development Phase. Master Developer shall dedicate the culinary water system, and, if applicable, a secondary water system, for the Project to the applicable government entity, or water provider such as a mutual water company.

8.8.4. Stormwater. Master Developer shall have the right and obligation to install a stormwater drainage and detention system throughout the Project to collect and transmit stormwater runoff created by the Project. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full Buildout such that multiple new drainage or detention facilities are avoided, if possible, in the future. Master Developer shall not be required to design and construct such retention and detention facilities to address stormwater flows originating from outside the Property. The Parties acknowledge and agree that those stormwater flows originating from portions of the Project may be directed into storm water facilities which flow to the existing slough. Upon completion of stormwater retention areas or other stormwater detention facilities and distribution lines within the Project, Master Developer may dedicate the same to the County, special service district or other governmental entity, or may elect to retain ownership thereof.

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

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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.

8.8.4.2. Project-Specific Stormwater Requirements.

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

8.8.4.3.1.1. Meet(s) stormwater industry best practices and is certified by a Qualified Professional (as defined in Applicable Law); and

8.8.4.3.1.2. Does not create any proven additional, unreasonable cost on the County for the incremental amount between the County's existing level of such service for the unincorporated areas of the County and the services proposed in the stormwater master plan without sufficient compensation to the County for such proven incremental amount. Master Developer bears the burden of providing such proof, which the County shall accept provided it is created by a Qualified Professional.

8.8.4.2.2. Mass Grading. Master Developer agrees that no mass grading shall begin within an area of the Property with a FEMA special flood hazard zone designation of two-tenths percent (0.2%) or greater annual chance of flooding until after the completion of the stormwater master plan. After which, County shall allow Master Developer to grade the site as Master Developer deems necessary and in compliance with the completed plan.

8.8.5. Floodplain. Subject to Section 8.8.5.1, Master Developer agrees that no development shall occur within an area of the Property with FEMA flood zone designation of one (1) percent or greater annual chance of flooding.

8.8.5.1. FEMA Map Amendment/Revision. Prior to development of any area currently within an existing floodway or a FEMA special flood hazard zone with a one percent (1%) or greater annual chance of flooding, Master Developer agrees to remove such area from the special flood hazard zone in accordance with federal regulations. County agrees to participate with reasonable diligence to complete its role in that process.

8.8.6. Fire and Emergency Services. Master Developer agrees to donate no less than two acres of land to the Weber Fire District for the future siting of a fire station. The land shall be in the northern part of the Project, or adjacent thereto, or as otherwise required

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Commented [CJ32]: To be discussed with County Commission.

Commented [CE33]: To be discussed with Fire District and County Commission.

by the fire district. Priority shall be given to locating it to have direct access from an arterial or collector street. The land shall be donated prior to the construction of the 2,000th dwelling unit, or as may otherwise be required by the fire district.

- 8.9. Parks and Open Space.** Master Developer understands that the creation and/or preservation of Open Space is a critical part of the County's consideration for this Agreement and the associated rezone. The Parties acknowledge this Agreement facilitates the County in reaching its goal of providing ten acres of Open Space per 1,000 persons.

8.9.1. Open Space Required. Master Developer shall build or conserve an Open Space network within the Property, with a minimum ratio of one (1) Open Space acre for every thirty-four (34) Primary Dwelling Units developed within the Property at Buildout, and consistent with an approved final site plan or Subdivision plat and construction plans approved by the County. Any Open Space provided by Master Developer in excess of the minimum required Open Space is not governed by this **Section 8.8**, unless specifically stated in this Agreement. Further, for any Open Space dedicated as Public Park Open Space in excess of the minimum required Open Space, Master Developer may seek and qualify for certain tax benefits by reason of donating such Public Park Open Space to the County. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to help the Master Developer to take advantage of any such tax benefits, including executing and delivering the appropriate Internal Revenue Service form(s). The County does not warrant or represent that the Master Developer will obtain any tax benefits.

8.9.2. Open Space Ownership and Operation. Required Open Space may be owned and/or maintained publicly or privately; provided, however, if privately owned, subject to the specific provisions of this Agreement, in order to qualify as Open Space the area must be open and accessible daily to the public from dawn until the earlier of dusk or 9:00 p.m., excluding reasonable closures for emergencies, maintenance, replacement, or repair of such areas, and up to thirty (30) acres of agritourism area(s). Such agritourism area(s) will be open and accessible to the public for a fee and during such agritourism area's established operating hours. Other than agritourism area(s), the Parties agree that private Open Space may temporarily require a fee for use or access as long as at no time shall (i) the fee duration for each such private Open Space area exceed 48 consecutive hours within a 15-day period, (ii) the fee duration for each such private Open Space area exceed 24 total weekend hours within a 20-day period, and (iii) if each such private Open Space area is part of a larger private or public Open Space area, the temporary fee permit for each such private Open Space fee area shall not allow an unreasonable obstruction of typical non-motorized traffic flows through the larger Open Space area.

8.9.3. Open Space Master Plan Option. Master Developer shall have the option to create an Open Space master plan, which may include Public Park Open Space. If chosen, the Parties agree to collaborate in the creation of the plan. The Open Space master plan shall be deemed complete in whatever form it takes as long as it provides Open Space Improvements of equal or greater value than those contemplated in this Agreement. Upon completion, the Open Space master plan shall replace the portions of this Agreement that pertain to Open Space, parks, trails and Pathways, and trailheads, provided:

- 8.9.3.1.** Compliance with the minimum ratio of one (1) Open Space acre for every thirty-four (34) Primary Dwelling Units developed within the

Property at Buildout;

8.9.3.2. Dedication and construction of the Weber River Park and the Weber River Parkway Trail; and

8.9.3.3. The Open Space master plan provides Improvements of equal or greater value than those Open Space Improvements contemplated in this Agreement. Equal or greater value in relation to Open Space Improvements shall be determined in one of the following two ways, at Master Developer's sole election:

8.9.3.3.1. by the County planning division director, who may defer the matter to the Planning Commission, and be based on whether the Open Space master plan meets or exceeds the purpose and intent of the provisions in this Agreement proposed to be replaced by the Open Space master plan; or

8.9.3.3.2. by Master Developer shall submit proof from a Qualified Professional that the Open Space master plan's Open Space Improvements have an equal or greater financial value to the Open Space Improvements contemplated in this Agreement.

8.9.4. Public Park Open Space. Any Open Space dedicated as Public Park Open Space shall comply with the following:

8.9.4.1. Dedication Method. Unless specified otherwise in this Agreement, the Public Park Open Space shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to a Park District instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

8.9.4.2. Maintenance of Public Park Open Space. Master Developer is responsible for the operations and maintenance of the Public Park Open Space, including all installed improvements, until County's final acceptance of all improvements occurs, in writing, after the one year warranty period. Upon the County's final acceptance, Master Developer shall be relieved of all maintenance responsibilities.

8.9.4.3. Weber River Park. See **Section 8.8.4.2.**

8.9.5. Public Park Open Space Improvements. Master Developer agrees, unless specified in this Agreement otherwise, the Public Park Open Space shall be improved as follows.

8.9.5.1. Park Detail Submittal. Each Development Application that proposes to dedicate, convey, or otherwise establish Public Park Open Space area shall include a site specific detail of the required Public Park Open Space and Improvements. The detail shall provide:

8.9.5.1.1. The location, configuration, and construction detail of required Improvements.

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

8.9.5.1.3. Other proposed landscaping and other Improvements.

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

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- 8.9.5.2. Public Park Open Space Financial Guarantee.** 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.
- 8.9.5.3. Reserved.**
- 8.9.5.4. 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.
- 8.9.6. Project-Specific Weber River Provisions.** The Parties agree to the following.
- 8.9.6.1. Weber River Parkway Trail.** Master Developer agrees to install the Weber River Parkway Trail, as a Pathway, adjacent to the east banks of the Weber River, and within the Weber River Park area contemplated by **Section 8.8.4.2** below, for the portions of the Weber River to which the Project has direct frontage on the Property's west boundary (the "**Weber River Parkway Trail**"). The Weber River Parkway Trail shall be constructed and dedicated in phases corresponding to at least the widest width of the subject Phase directly adjacent to the Weber River Corridor when measuring north/south. Master Developer shall dedicate the Weber River Parkway Trail to the County, Park District, special service district or other governmental entity, or private non-profit entity, as reasonably acceptable to the County, as an Open Space and trail recreation area. This Weber River Parkway Trail shall be 10-feet wide and constructed of three inches of asphalt on six inches of base-course.
- 8.9.6.2. Weber River Corridor and Weber River Park.** Pursuant to the TN zone, **Section 108-7-23(a)** of the Code shall not apply to the development or use of the Property; however, Master Developer agrees that structures, accessory structures (except structures or accessory structures that typically contribute to park or trail or Pathway uses), roads, or parking areas (except Open Space Improvements, parking, trailheads and other improvements or facilities contemplated or required in **Sections 8.9 and 8.10**) shall not, be developed or located within the Weber River Corridor, except those areas in the Weber River Corridor approved for a special permit in accordance with this Agreement and the TN zone. Master Developer agrees to develop or preserve the areas within the Weber River Corridor defined as the Weber River Park as a Public Park Open Space in accordance with this **Section 8.9.5**. Trails, and stormwater drainage, detention, or retention facilities may be located within the 100' Weber River Park area. If the Weber River Park's, or any portion thereof, vegetative condition within the Property has not been cultivated or otherwise has not been substantially disturbed by human activity as of the Effective Date, Master Developer agrees to employ commercially reasonable efforts, prior to the dedication of such area, to ensure that such portions of the Weber River Park within the Property maintain such vegetative condition existing as of the Effective Date, subject to the provisions of this Agreement allowing Master Developer to locate the Weber River Parkway Trail and stormwater

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drainage or retention facilities within the Weber River Park area. If the Weber River Park's, or any portion thereof, vegetative condition within the Property has been cultivated or otherwise substantially disturbed by human activity, Master Developer agrees, at a minimum, to vegetate or revegetate such portions of Weber River Park within the Property as follows: Master Developer will (i) cause such portions of the Weber River Park within the Property to be grubbed, (ii) cause such area to be planted with native grass seed mix (for purposes of this Agreement, "native grass seed mix" is to be consistent with grass species established as acceptable grass plantings for northern Utah natural or riparian areas by various regional resources), and (iii) cause such area to be temporarily irrigated, if necessary for the establishment of the native grass seed mix. The vegetation or revegetation of certain portions of Weber River Park within the Property, as provided in the immediately preceding sentence, will occur in phases corresponding to the completion of the Weber River Parkway Trail as provided in **Section 8.8.4.1** above. Master Developer shall dedicate the 100' Weber River Park area within the Property, and associated improvements within such area, to the Park District or, if the Park District does not accept the 100' Weber River Park area within the Property, the County shall accept the 100' Weber River Park area within the Property.

8.9.6.3. Minimum Weber River Park Improvements Required. Unless agreed otherwise by County, Master Developer shall provide the following minimum Improvements for the Weber River Park.

8.9.6.3.1. ADA Access. Weber River Park Improvements will meet applicable ADA requirements.

8.9.6.3.2. Restroom. Two restroom buildings with no less than two private toilet rooms each.

8.9.6.3.3. Pavilions. No less than 11,000 square feet of total covered pavilion or gazebo area with no less than one (1) covered pavilion or gazebo for each one-half (1/2) mile length of the Weber River Park (measured linearly with the current course of the Weber River). Each constructed pavilion or gazebo shall have at least one picnic table for each 150 square feet of pavilion or gazebo (rounded down to the nearest whole).

8.9.6.3.4. No less than one park bench per each 800 linear feet of Weber River Parkway Trail (measured linearly with the Weber River Parkway Trail), spaced no greater than 1,000 feet apart (measured linearly with the Weber River Parkway Trail).

8.9.6.3.5. Weber River Pathway. See **Section 8.8.4.1.**

8.9.6.3.6. River Bank Grading. See **Section 8.8.5.2.**

8.9.6.3.7. Removal of Vegetation and Hydroseeding. See **Section 8.8.5.2.**

8.9.6.4. 300-Foot River Setback Development. Master Developer agrees to obtain and comply with recommendations of Bowen Collins & Associates, Inc., or, if Bowen Collins & Associates, Inc. is not used, a Qualified Professional mutually selected by the Parties, for any development within

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300 feet of the Weber River. Master Developer agrees to cause Bowen Collins & Associates, Inc. or the Qualified Professional, as applicable, to endeavor to include such measures that identify and implement long-term, resilient, economical, and low-maintenance solutions that reasonably protect the quality of water in the Weber River and the habitat of native vegetation and wildlife along the Weber River, and such recommendations may include but are not necessarily limited to:

- 8.9.6.4.1.** Riparian zone protection, preservation, restoration, and long-term maintenance;
- 8.9.6.4.2.** Erosion control measures, such as implementing engineered solutions recommended by a third party engineer such as riprap, vegetative stabilization, buried riprap trench, or other mitigation measures to minimize the risk of bank instability or the river meandering, as needed, within the 100' Weber River Corridor.
- 8.9.6.4.3.** Floodproofing design, such as constructing buildings with elevated foundations, flood barriers, or other adaptive designs to withstand potential flooding.
- 8.9.6.4.4.** Hydraulic modeling to evaluate the potential impacts of development on flood risk and river dynamics.
- 8.9.6.4.5.** Environmental impact assessment to identify any potential effects on the local environment and water quality, along with proposed mitigation strategies.
- 8.9.6.4.6.** Permit and compliance assurance related to obtaining all applicable and required permits from local, state, and federal agencies, including, without limitation, compliance with FEMA and USACE guidelines for floodplain management and adherence to the Clean Water Act requirements to protect water quality and aquatic habitats.

8.10. Pathways and Trailheads. Master Developer understands that the creation and interconnection of trails/Pathways is a critical part of the County's consideration for this Agreement and the associated rezone. The Parties acknowledge this Agreement facilitates the County in reaching its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. For the avoidance of doubt, the required amenities referenced or set forth in this **Section 8.10** are complimentary and not mutually exclusive of the same or similar amenities referenced in other provisions of this Agreement, including, without limitation, **Section 8.9.5.3**; therefore, satisfaction of such other provisions of this Agreement will satisfy the provisions of this **Section 8.10** and vice versa.

8.10.1. Pathway and Trailhead Dedication.

- 8.10.1.1. Pathway Dedication.** Required trails or Pathways within the Project shall be as provided elsewhere in this agreement provided, however, that Pathways within the Project shall extended and connect to approved Pathways that stub or are designed to stub to the exterior Project boundary. Further, each phase shall stub the internal Pathway network to the exterior Project boundary where shown on the General Plan.

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8.10.1.2. Trailhead Dedication. Acreage for no less than one (1) trailhead shall be dedicated or conveyed in the general location as illustrated in the Design Code. County agrees to allow trailhead parking to be shared with other parking as long as trailhead parking is not restricted.

8.10.1.2.1. Trailheads as Open Space. Any area dedicated or conveyed and devoted to use as a trailhead shall be allowed to count toward the Open Space.

8.10.2. Reserved.

8.10.3. Trailhead Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed trailhead shall be developed as an improved trailhead. At a minimum, each trailhead shall provide the following:

8.10.3.1. Parking. Paved access and paved or stabilized lawn vehicle parking sufficient to provide spaces for at least 15 typical passenger vehicles and three vehicles with trailers. Such trailhead parking may be located on streets within a reasonable walking distance of the trailhead.

8.10.3.2. Amenities. Amenities:

8.10.3.2.1. A bicycle fix-it stand.

8.10.3.2.2. A drinking fountain or water bottle filling station.

8.10.3.2.3. A bench or picnic table.

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

8.10.3.4. Trailhead Utilities. Trailhead utilities:

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

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

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

8.10.3.5. Reserved

8.11. Environmental and Air Quality Standards. The Parties agree to cooperate in good faith to implement the County's overall goal of minimizing development impacts on the environment to a reasonable degree practicable.

8.12. Outdoor Lighting. Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will comply with the County's Outdoor Lighting Ordinance set forth in Chapter 108-16 of the Code.

8.13. Town Architect. Development of the Project shall be supervised by a Town Architect pursuant to the Design Code. The Town Architect shall be a licensed architect who can demonstrate proficiency in Traditional Neighborhood Base Standard. The Town Architect shall not be an employee of Master Developer or any other Subdeveloper of the Project. The Town Architect shall be an independent authority un beholden to Master Developer and as such, decisions that the Town Architect is authorized to make shall prioritize the overall betterment of the Project

and the advancement of the Traditional Neighborhood Base Standard, and the general community at-large. The Town Architect shall have the authority to apply any standard of the Traditional Neighborhood Base Standard to any part of the Property unless it is in conflict with a more specific provision or requirement required to be applied by the Land Use Authority. The role of the Town Architect shall be independent of the applicable Land Use Authority and shall not supersede or preempt the authority of the applicable Land Use Authority. Any supplemental requirement applied by the Town Architect shall not be questioned or controlled by the Land Use Authority unless it is in direct conflict with the obligations of the Land Use Authority.

8.13.1. Nomination and Selection. In the event of a vacancy or resignation of the Town Architect, Master Developer shall present, in writing, a nomination for the position to the County Commission, who shall either confirm or reject the nomination without unreasonable delay. Unless the Parties mutually agree otherwise, the County Commission's failure to confirm or reject within 30 days of receipt of the nomination shall constitute the County Commission's acceptance of the nomination. The County Commission shall not unreasonably reject Master Developer's nomination. Any rejection of a nomination shall be based on objective professional and/or performance criteria of the architect and not based on the performance or compliance of the Master Developer or other matters unrelated to the responsibilities of the Town Architect. Appointment of the Town Architect shall be executed by this Agreement, an amendment to this Agreement, or by a separate resolution of the County Commission.

8.13.2. Initial Appointment. Master Developer hereby nominates Michael Watkins Architect, LLC to be the initial Town Architect for the Project. The County hereby accepts the nomination and executes the appointment.

8.13.3. Mutual Removal and Replacement of Town Architect. Except as otherwise provided herein, the Town Architect can be removed and replaced by mutual agreement of the Parties. Replacement shall follow the same nomination and selection process as set forth herein.

8.13.4. County's Unilateral Removal of Town Architect. The County Commission is hereby authorized to unilaterally remove the Town Architect based on the following circumstances:

8.13.4.1. Immediate Removal. (i) Fraud, an intentional act, or gross negligence in the Town Architect's administration of the Design Code, (ii) violation of the American Institute of Architect's Code of Ethics and Professional Conduct, as substantiated by a decision made by the National Ethics Council or (iii) commission of or an announced, official investigation of the Town Architect's commission of a felony, each shall be cause, at the sole discretion of the County Commission, for immediate suspension of all duties of the Town Architect, including the suspension of any pending Development Applications with Town Architect's Consent included, pending completion of the dispute resolution process set forth in **Section 13.2**. After which, the County Commission may permanently remove the Town Architect and Master Developer may nominate a replacement. In the interim, and as long as there is no default under this Agreement, a temporary Town Architect may be appointed if requested by Master Developer using the nomination and selection process set forth herein.

8.13.4.2. Removal after Repeat Noncompliance. If the County determines or claims that the Town Architect has not adequately or accurately complied with the Design Code or the Traditional Neighborhood Base Standard, and

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it is reasonably debatable that the noncompliance is the result of accidental oversight, reasonable interpretive ambiguities, or conflicting written direction from the County, then the County planning division director shall notify the Town Architect and Master Developer, in writing and with specificity, about the noncompliance. The notification shall provide directions for adjustments thereafter, and the Town Architect shall make the directed adjustments moving forward. A repeat noncompliance of more than two (2) written notices under this Section within a three (3) year period and that is in clear violation of the County planning division director's written directions shall then constitute grounds for immediate removal pursuant to **Section 8.13.4.1.**

8.13.5. Master Developer's Removal of Town Architect. Master Developer shall have no unilateral authority to remove the Town Architect, but may request the removal pursuant to **Section 8.13.1** together with a written explanation of the request for removal. If Master Developer requests removal for cause it shall provide the cause for the removal, in writing, to the County Commission. The County Commission shall consider Master Developer's cause for removal, together with any explanation from the Town Architect, and shall not unreasonably withhold, condition, or delay the removal of the Town Architect. The Town Architect shall be removed if Master Developer's request is based on a reason set forth in **Section 8.13.4.1.**

8.13.6. Town Architect Costs. Master Developer shall bear the sole responsibility of contracting with and paying for all expenses related to the Town Architect.

8.14. Application of Design Code. Master Developer agrees to apply the Design Code to the entire property, which the Town Architect shall implement and enforce. County's application of design standards shall be limited to those specified in the TNZ. In the event the TNZ's design standards conflict with the Design Code, the County planning division director shall determine which shall apply after consultation with the Town Architect.

8.15. Design Code. Master Developer shall finalize a Design Code, which should follow the Traditional Neighborhood Base Standard, for the Project and submit the same to the Town Architect for approval. After the Town Architect approves the Design Code, then all development within the Project must comply with the Design Code and Master Developer agrees to apply the Design Code to the entire Property. Master Developer shall apply the Design Code to any private lot or Parcel as a private covenant prior to the sale or conveyance of that lot or Parcel, including, without limitation, a provision that authorizes and implements the Town Architect's administration of the Design Code. The Town Architect may amend or modify the Design Code as necessary to facilitate the Project's development so long as the Design Code follows the Traditional Neighborhood Base Standard. The County has no rights or obligations to enforce or approve the Design Code. The Town Architect's administration of the Design Code shall be separate and independent of the County's land use authority under the Act. The County may request that the Town Architect deliver to the County the most recent copy of the Design Code. The initial conceptual Design Code for the Project is attached hereto as **Exhibit C.**

8.16. Boundary Changes. The County and Master Developer shall support and cooperate with each other in any manner reasonably required to ensure completion of any boundary changes relating to the Project as may be requested by Developer and approved by the County. In the event of any boundary changes pursuant to which adjacent or contiguous land areas presently excluded from the Project are incorporated therein, then such land areas, together with any and all development to be constructed thereon, shall be subject to the terms, conditions and requirements of the TNZ and this Agreement, including without limitation the provisions

thereunder relating to Open Space and density, and such other terms and conditions as the County and Master Developer may mutually approve. Thus, as a result of any such addition, additional Primary Dwelling Units, Open Space, and other features will be located on such land, and the Maximum Residential Primary Dwelling Units, Open Space and the like for the overall Project shall be increased.

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"). Any Amendment that alters or modifies the Term, alters the Intended Uses, increases the Maximum Residential Primary Dwelling Units, or creates a substantive change to the text of this Amended DA relating to the foregoing items, or is required to be processed as a legislative land use regulation consistent with the requirements of the Code and Utah law shall be considered a "Substantial Amendment" and processed as a legislative land use regulation consistent with the requirements of the Code and Utah law. Any change to (a) provisions for reservation and dedication of substantial portions of land, or (b) any approved mechanism that imposes financial obligations on Master Developer shall be deemed a Substantial 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 a Successor 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. The consent of an owner, occupant, or resident subsequent to development within the Project is not required to amend this Agreement.

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. Identification of Amendment Type.** Identify whether the Modification Application relates to a Substantial Amendment or an Administrative Amendment.
- 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 and in accordance with Applicable Law.

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 for a Substantial

Amendment or 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 such Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of such 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, has made or been deemed to have made its recommendation of the Modification Application for a Substantial Amendment the Board of County Commissioners shall consider the Modification Application. Substantial Amendments shall be in writing mutually agreed to and accepted by the Parties, approved by the Board of County Commissioners, and recorded with the Office of the Weber County Recorder.

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. Administrative Amendments. Unless otherwise provided by Applicable Law, the Act, or applicable state or federal law, all Amendments that are not Substantial Amendments shall be deemed "Administrative Amendments" and, when approved, shall be approved, and executed by the County planning division director. Subject to the preceding sentence, the Board of County Commissioners hereby designates the County planning division director as the authorized administrative authority and empowers that official to make all final Administrative Amendment decisions. Administrative Amendments shall be reflected in a writing approved by the County planning division director and the Master Developer, which shall be recorded with the Office of the Weber County Recorder.

9.5. 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.

9.5.1. Major Street and Minor Street Changes. See Section 8.4.1.

9.5.2. De Minimis Changes. Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this Agreement and the TNZ, and are Routine and Uncontested.

10. Miscellaneous Provisions.

10.1. Development Applications. Submittal of a Development Application to the County for a Subdivision, design review, Building Permit, or conditional use permit shall include written authorization from Master Developer for the proposed use, pursuant to Section 8.4, and written Town Architect Consent for the proposed site and architectural design.

10.2. Land Use Authority for Certain Development Applications. All Development Applications for design review, site plan, or land use permit within the Project shall be reviewed and, if in compliance with all applicable provisions of this Agreement, approved by the County's planning

division director acting as the "land use authority" as that term is defined in **Section 103(44) of the Act**. Unless it presents a health or safety concern otherwise governed by Applicable Laws, and except as it relates to public rights-of-way, County acknowledges and agrees that the Town Architect Consent for site layout, building architecture and orientation, landscaping, screening, and other general site design matters satisfies all requirements of Applicable Laws governing such matters and shall be accepted by the Land Use Authority, and shall be promptly accepted by the County. To the extent any Applicable Law requires an Applicant to obtain a development permit not described in this Section, then the County shall be responsible for reviewing and approving such permit application in accordance with Applicable Law, provided, however, if such permit implicates any provision of the Design Code, then the Town Architect shall be responsible for determining the permit's compliance with the Design Code.

10.3. Certificate of Occupancy Requirements. TBD by building official.

10.4. 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 financial guarantee requirements for public Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required public Improvements specified in this Agreement.

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10.3. Financial Assurance and Guarantee for Public Landscaping and Open Space Improvements. Master Developer agrees to provide a financial assurance and guarantee to the County for required landscaping on public property, including public rights-of-way, and for the final 20 acres of the Project's Public Park Open Space Improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.3** of this Agreement.

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10.5. Future Taxes, Services, and Districts.

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

10.6.2. Municipal Services Tax. Master Developer agrees that the County may impose additional, lawful tax(es) 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, so long as the Proposed Taxing Entity or Proposed Tax is lawful and does not effect a taking. Subject to the foregoing, future owners are hereby on notice that the right is waived. The Board of County Commissioners may consent, in writing, to the protest and waiver of this provision.

10.6. Expert Review for Development Applications. Nothing in this agreement shall be construed to mean that County cannot subject a Development Application to Outsourcing, including expert peer reviews of the work conducted by Qualified Professionals. If the County subjects a

Development Application to Outsourcing, then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

- 10.7. 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 Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing or 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 financial assurance in accordance with the Applicable Law to ensure those public improvements or spaces are provided.

- 10.8. Provision of Services.** The County agrees to provide all County services to the Project that it provides at the level of service provided from time-to-time to other residents and properties within the unincorporated areas of the County. 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. If the County establishes a proven (as determined by a study obtained by the County from a Qualified Professional) incremental cost between the existing level of service for the unincorporated areas of the County and the services proposed in a Development Application for any service, administration, operations, maintenance, ownership, or any other obligation or burden arising on the County, such incremental cost shall be exclusively born by Master Developer, a special service district, an HOA, community foundation, or similar, or some combination thereof, before County shall be obligated to assume any such incremental obligation or burden, or act on any item that creates such incremental cost or burden.

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- 10.9. Schools.** County agrees that the acreage for public school grounds may be counted toward the Open Space requirement pursuant to **Section 8.9.1** and forty percent of the acreage for public school grounds may be counted toward the 100' Weber River Park area requirement pursuant to **Section 8.9.5.2**. 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 wherever possible.

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- 10.10. System Improvements.** The County shall not require Master Developer to construct any System Improvements or upsize any other Improvements for the Project unless the County reimburses Master Developer for the applicable System Improvements or upsized portion of any Project improvements, as provided in Section 10.10.

- 10.11. Reimbursement.** If Master Developer is entitled to reimbursement for all or part of any Improvements or infrastructure that Master Developer constructs, then prior to Master Developer being required to construct any such improvements, County and Master Developer shall enter into a cash reimbursement or pioneering agreement in a form acceptable to the Parties, including a provision for the payment of a reasonable interest fee to the party advancing any such funds for an oversized improvement.

11. General Provisions.

- 11.1. Integration.** This Agreement, and all exhibits hereto, 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.
- 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 in whole by Master Developer with the consent of the County as provided herein. No partial assignment shall be allowed except as allowed or approved in this Section 11.4.
- 11.4.1. 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". Despite the selling or conveyance, as it relates to the Parties Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.
- 11.4.2. 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 each not require the County's prior consent and shall each be considered pre-approved by the County. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred if there is a newly responsible Party and such Notice shall include providing the County with all necessary contact information for the newly responsible Party.
- 11.4.3. Non-Related Entity; Notice.** Master Developer's assignment of all or any part of the Master Developer's rights and responsibilities under this Agreement to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the County's approval, which shall not be unreasonably withheld, conditioned or delayed.

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. Unless the County objects in writing within twenty (20) business days of the Notice, the County shall be deemed to have approved of and consented to the assignment. Such Notice shall include the following:

- 11.4.3.1.** All necessary contact information for the proposed Assignee.
- 11.4.3.2.** 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.

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

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- 11.4.4. Grounds for Denying Non-Related Entity Assignment.** The County may only withhold its consent under **Section 11.4.4** for the reasons listed in this **Section 11.4.4**. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in **Sections 13.6.1 and 13.7**. If the refusal is subject to Arbitration as provided in **Section 13.8**, then the Parties shall follow such processes.

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- 11.4.4.1.** If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;
- 11.4.4.2.** there is an existing breach of a development obligation owed to the County or a Non-County Agency by the Assignee or an Assignee-related entity that has not either been cured or in the process of being cured in a manner acceptable to the County; or
- 11.4.4.3.** the proposed Assignee or an Assignee-related entity has a documented history of failing to meet its obligations in prior agreements with the County or other governmental entities.

- 11.4.5. Assignee Bound by this Agreement.** Subject to the terms of this Agreement, including this Section 11.4, an Assignee shall be bound by the assigned terms and conditions of this Agreement.

- 11.4.6. Lease of Parcels; Financing.** The notice, approval, and consent provisions set forth in this Section 11.4 do not apply to Master Developer's lease of parcels within the Project. Master Developer may pledge part or all of the Project as security for financing without requiring County's approval.

- 11.4.7. Assignment and Transfer of Development.** Subject to the County's express approval rights set forth in this Section 11.4, Master Developer may execute and deliver a "Transfer Acknowledgment" in the form attached hereto as **Exhibit G** for the purpose of notifying the County of any event specified in this Section 11.4. Upon delivery of a fully executed Transfer Acknowledgment, the obligations of Master Developer shall automatically be assigned and assumed to the identified Assignee and Master Developer shall be released from the obligations that are assumed by the identified Assignee.

- 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 term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless

amended or modified by mutual consent of the Parties.

- 11.8. 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 County planning division director and the initial representative for Master Developer shall be the individuals listed in the Section 12 (Notice) under Master Developer. 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. In the event any Party signs without proper authority as provided in this section then all decisions and entitlements pursuant to this Agreement shall be paused until correct authorization signs.
- 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. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This Section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or 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, pandemics, 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.

Commented [CE53]: Conceptual language to illustrate the intended policy. Legalese to be further discussed with legal and county commission.

11.16. Reserved.

11.17. 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.

11.18. Agreement Recordation Deadline. This Agreement shall be considered abandoned and become null and void if not presented to the County for recordation within one (1) year of the Effective Date. The County agrees to record the Agreement within fifteen (15) calendar days after Master Developer's presentation of the signed Agreement.

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), or by facsimile transmission or email as provided herein.

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 Division Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Master Developer:

BlackPine, LLC
221 25th Street, Ste. 213
Ogden, UT 84401
Attn: Jeff Beck and Daniel Stephens
Email: Jeff@theblackpinegroup.com
Daniel@theblackpinegroup.com

With copies to:

Snell & Wilmer LLP
Attn: Craig Jenson
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: cjenson@swlaw.com

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 or email provided that a copy of the facsimile or email 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 confirmation of sending the Notice by email.

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 other Party shall provide Notice to the Party in failure of its performance or compliance obligations.

13.1.1. Contents of the Notice of Default. The Notice under this subsection shall:

13.1.1.1. Claim of Default. Specify the claimed failure or 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 reasonable particularity the failure or the provisions of any Applicable Law or provision of this Agreement that is claimed to be in Default;

13.1.1.3. Specify Materiality. Identify if the failure is claimed to be a Default and, if so, why the failure is claimed to be material; and

13.1.1.4. Notice of Cure. State that if the failure or alleged Default is not cured within thirty (30) days of the Notice, the non-defaulting Party will consider such other Party in Default. If any failure or alleged Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended an additional thirty (30) days so long as the defaulting Party can provide evidence that it has commenced and is pursuing a cure with reasonable diligence to completion. The non-defaulting Party may, in its discretion, propose a method for curing the failure in such Notice.

13.2. Dispute Resolution Process.

13.2.1. Conference. In the event of any Notice delivered pursuant to Section 13.1 or a dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days after delivery of the Notice of the request 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 the Conference process is elected and does not resolve the dispute within the 14-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 after the close of the 14-day Conference period. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their remedies in accordance with Section 13.3.

13.3. Remedies. If the Parties are not able to resolve the Default within the cure period under Section 13.1 or, if elected, by the "Dispute Resolution Process" under Section 13.2, then the parties shall have the right to pursue any or all of the following remedies:

13.3.1. Code Enforcement. If the Master Developer's failure to comply with this Agreement constitutes a violation of the Code, such failure may be 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 or approvals of Development Applications for development of the Project in the case of a Default by Master Developer until the Default has been cured.

13.3.5. Cure or Enjoin. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

13.3.6. 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.

13.3.7. 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.

13.5. Default of Assignee. A default of any obligations assumed by an Assignee shall not be deemed a default of Master Developer.

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 Primary Dwelling Units, Commercial Development 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 Primary Dwelling Units, Commercial Development or lots; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise, it being the intent of this Agreement that it governs the development of the Project.

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.

17. Referendum or Challenge.

Both Parties understand that a legislative action by the Board of County Commissioners may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Board of County Commissioner's approval of this Agreement or the TNZ, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Master Developer may deliver a notice of rescission to the County to terminate this Agreement. Upon Master Developer's delivery of a notice of rescission pursuant to this Section 17, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either Party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

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

(Signatures on following pages)

SIGNATURES

“County”

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

By: _____

Sharon Bolos

Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA

Weber County Clerk/Auditor

“Master Developer”

BLACKPINE, LLC, a Utah limited liability company

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.

County of _____)

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

My Commission Expires:

Notary Public, residing in

Commented [CE54]: Final agreement likely to contain multiples of this page.

“Owner”

By: _____

Title: _____

State of Utah)
)ss.
County of Davis)

Notary Public, residing in _____

Exhibit A – Property Legal Description

(Need from Applicant – Verify with GIS)

4936-5886-4683

Exhibit B – Property Graphic Depiction

Insert aerial imagery with border around Property.

Exhibit C – Conceptual Design Code

[Draft Design Code to be Inserted]

Exhibit D – Project Land Plan

[To be inserted from Michael W. Draft and include Transects]

Exhibit E-1 – Major Street Transportation Plan

[To be inserted from Michael W. Draft]

Exhibit E-2 – Major Street Cross-Sections

[To be created by Michael W. and Inserted to Match the Definition of Major Street]

Exhibit E-3 – Minor Street Cross-Sections

[To be created by Michael W. and Inserted]

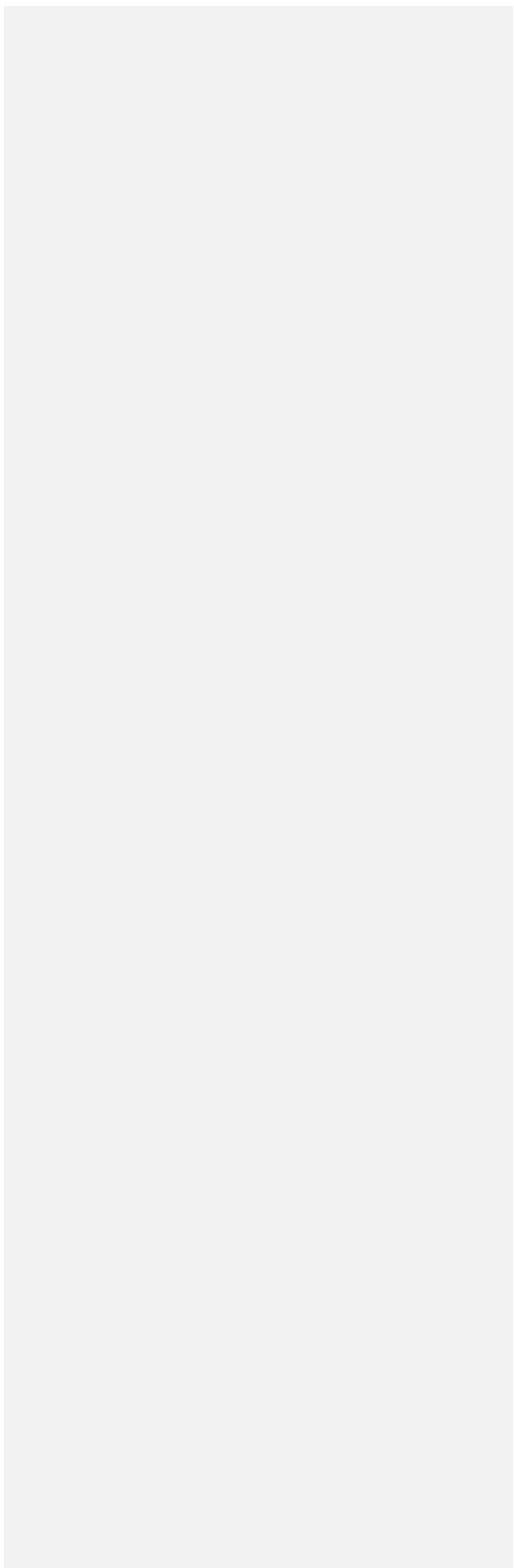


Exhibit F – Form of Development Report

DEVELOPMENT REPORT

THIS DEVELOPMENT REPORT is executed and delivered this _____, 20__, by the undersigned "Applicant" and provided to Weber County, a county and political subdivision of the State of Utah ("County") in connection with the "Development Application" submitted simultaneously herewith, and pursuant to Section 8.2.2 of that certain Development Agreement with County, recorded on _____, as Entry No. _____ in Book _____ at Page _____ of the official records of the _____ Weber County Recorder, State of Utah (as amended, the "Development Agreement"). Capitalized terms used but not defined herein shall have the same meaning as used in the Development Agreement.

A. **Ownership of property that is subject of the Development Application:** _____
_____. This Development Report shall include the consent of the owner of the property that is subject of the Development Application and, if other than Master Developer, a copy of the notice of assignment from the Master Developer to the Applicant.

B. **Total number of Maximum Residential Primary Dwelling Units allowed in the Project:**
_____.

C. **Total number of The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units previously platted within any part of the Project:** _____
_____.

D. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded:** _____
_____.

E. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units proposed in the Development Application:** _____
_____.

F. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units remaining to be proposed for development in the Project:** _____
_____.

G. **The count of Open Space (and identifying any Public Park Open Space included therein) included in the Development Application and such Development Application's percentage of total required acreage of Open Space in the Project:** _____
_____.

Applicant hereby certifies to the County that the above information is true and correct as of the date hereof.

Dated _____, 20__.

APPLICANT:

Exhibit G – Form of Transfer Acknowledgment

TRANSFER ACKNOWLEDGEMENT

THIS TRANSFER ACKNOWLEDGEMENT is executed and delivered this _____
____, 20____, by [Master Developer] ("Developer") and provided to Weber County, a county and political
subdivision of the State of Utah ("County").

RECITALS

H. Developer entered into that certain Development Agreement with County, recorded on
_____, as Entry No. _____ in Book _____ at Page ____ of the official records of the _____ Weber
County Recorder, State of Utah (the "Development Agreement"). Capitalized terms used but not defined
herein shall have the meanings given to such terms in the Development Agreement.

I. The Development Agreement vests the use, configuration, densities, and processes for the
Property's development.

J. Pursuant and subject to Section 11.4 of the Development Agreement, Developer may
assign or transfer "any of the rights and obligations under this Agreement" and in connection with such a
transfer is to provide notice on this form to County.

NOW, THEREFORE, Developer hereby acknowledges that it has transferred and assigned
the following rights, obligations, and duties as a developer under the Development Agreement to
_____ ("Transferee"), and Transferee hereby acknowledges its
acceptance of such rights and assumption of such obligations described below:

EXECUTED as of the date first above written.

DEVELOPER:

[Master Developer Entity]

By: _____

Name: _____

Title: _____

TRANSFeree:

By: _____

Name: _____

Title: _____

CERTIFICATE AND NOTICE OF DELIVERY

I certify that the foregoing acknowledgment was delivered to Weber County on this ____
day of _____, 202_ through the following method of delivery _____.

By: _____

Parcel List

15-024-0008
15-024-0009
15-027-0024
15-027-0025
15-027-0026
15-027-0077
15-027-0078
15-027-0096
15-048-0012
15-048-0026
15-048-0028
15-048-0040
15-050-0013
15-050-0014
15-050-0043
15-051-0002
15-051-0003
15-051-0004
15-051-0009
15-051-0011
15-052-0075
15-052-0078
15-048-0010
15-050-0015
15-050-0016

15-050-0042

15-027-0023

15-052-0077

15-051-0012

15-051-0013

15-050-0006

15-050-0032

15-024-0008

Part of the Southeast quarter of Section 7, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning 26.62 chains North of the Southeast corner of said Section 7; running thence West to channel of Weber River; thence Northeasterly up channel of river to a point North of beginning; thence South to beginning.

15-024-0009

Part of the Southeast quarter of Section 7, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning 596.38 feet North of the Southeast corner of said Section 7, running thence West 283 feet; thence Northeasterly 210.27 feet; thence West 634 feet to Weber River; thence Northerly up channel of Weber River to a point 26.62 chains North of the place of beginning; thence East to the section line of said Section 7; thence South 1160.54 feet to the place of beginning.

15-027-0024

Part of the Southwest Quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point North 1°18'53" East 1,766.40 feet along the quarter Section to a fence line from the Southwest corner of the Southwest quarter of said Section 8; thence along said fence South 89°36'28" East 201.55 feet; thence North 3°45'34" East 866.54 feet; thence North 89°17'02" West 341.00 feet, more or less, to said West quarter Section line; thence Southerly along Section line to the point of beginning.

15-027-0025

Part of the Southwest quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning 596.38 feet North of the Southwest corner of said Section 8, running thence East 500 feet; thence North 0°35' East 455.62 feet; thence West 500 feet to West line of said Section; thence South 455.62 feet along said line to the point of beginning.

15-027-0026

Part of the Southwest Quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 500 feet East of the Southwest corner of said Section 8, and running thence East 496 feet; thence South 0°35' East 1052 feet; thence West 496 feet; thence South 0°35' East to the place of Beginning.

15-027-0077

A part of the Southwest quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Base and Meridian: Basis of bearings is state plane grid bearing of North 01°18'53" East as monumented along the West line of said Southwest quarter of Section 8:

Beginning at a point which is North 01°18'53" East (North) 1063.11 feet along said quarter Section to a fence South 88°50'02" East 221.94 feet along said fence South 89°05'26" East 299.22 feet along said fence from the Southwest corner of said quarter Section; and running thence twelve courses along said fence, as follows: North 0°43'11" East 167.28 feet; North 0°43'11" East 167.28 feet; North 0°21'51" East 163.77 feet; North 0°02'08" East 140.81 feet; thence North 0°24'59" West 56.57 feet; North 02°04'09" West 60.63 feet; North 50°45'52" West 127.11 feet; North 48°49'43" West 61.52 feet, more or less to a fence intersection; North 88°52'50" East 199.15 feet; North 77°24'19" East 40.71 feet; North 04°54'09" West 351.43 feet along and beyond said fence; North 89°51'24" East 535.60 feet along and beyond said fence and South 01°16'19" West 1062.40 feet along fence to a fence corner on North side of an existing 20 foot right of way; thence South 20.04 feet; thence North 88°52'10" West 282.37 feet to an angle point of fence; thence South 89°59'01" West 74.59 feet along said fence; thence North 89°21'07" West 219.79 feet along said fence to the point of beginning.

15-027-0078

A part of the Southwest and Northwest Quarters of Section 8 and a part of the Southeast and Northeast Quarters of Section 7, Township 6 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point that is North 1°18'53" East 1766.40 feet along Section line, (as monumented) to a fence and South 89°36'28" East 201.55 feet along said fence to fence intersection from the Southwest corner of said Section 8 and running thence South 89°36'28" East 159.26 feet along said fence; thence North 88°52'50" East 199.15 feet along fence; thence North 77°24'18" East 40.71 feet along fence to a

fence intersection; thence North 4°54'12" West 351.43 feet along and beyond fence to the projection of a fence from the East; thence North 89°51'24" East 535.60 feet along and beyond fence to a North- South fence; thence North 1°15'43" East 490.92 feet along fence to a fence intersection; thence North 1°10'28" East 693.30 feet more or less to the South Bank of the Weber River; running thence eleven (11) courses along said bank of the river described as follows; South 79°04'35" West 102.05 feet; thence North 75°00'08" West 254.48 feet; thence North 83°18'17" West 149.03 feet; thence South 79°49'31" West 186.95 feet; thence South 72°51'58" West 71.10 feet; thence South 63°21'19" West 127.59 feet; thence South 56°34'56" West 129.38 feet; thence South 50°56'26" West 88.91 feet; thence South 18°41'53" West 307.33 feet; thence South 20°52'29" West 203.01 feet; thence South 12°11'21" West 23.33 feet, more or less to point that bears North 89°17'02" West from a Northwest fence corner; thence South 89°17'02" East 341.00 feet, more or less to said Northwest fence corner; thence South 3°45'34" West 866.54 feet, more or less along fence to point of beginning.

15-027-0096

A part of the Southwest quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Base and Meridian: Basis of bearings is State Plane Grid bearing of North 01°18'53" East as monumented along the West line of said Southwest quarter of Section 8:

Beginning at a point which is North 01°18'53" East (North) 1063.11 feet along said quarter section to a fence from the Southwest corner of said quarter section, and running thence ten courses along said fence, as follows: South 88°53'02" East 221.94 feet; South 89°05'26" East 299.22 feet; North 00°43'11" East 167.28 feet; North 0°21'51" East 163.77 feet; North 0°03'08" East 140.81 feet; North 0°24'59" West 56.57 feet; North 02°04'09" West 60.63 feet; North 50°45'52" West 127.11 feet; North 48°49'43" West 61.52 feet, more or less to a fence intersection and North 89°36'28" West 360.81 feet, more or less to said quarter section line; thence South 01°18'53" West 703.29 feet, more or less to the point of beginning.

15-048-0012

Part of the Northwest quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at the Southwest corner of the Northwest quarter of Section 17; thence North to a point 10.25 chains South of the Northwest corner of Section 17; thence East 2.5 chains; thence South 1061.9 feet; thence East 29.21 chains; thence South 13.66 chains; thence West 31.71 chains, more or less, to beginning.

15-048-0026

Part of the Northwest quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian; U.S. Survey:

Beginning at a point 233.00 feet West of the Southeast corner of said Northwest quarter, running thence North 901.56 feet to a fence; thence South 89°47'45" West 314.14 feet along said fence; thence South 901.56 feet to the South line of said quarter section; thence East 314.14 feet along said quarter section line to the point of beginning.

15-048-0028

Part of the Northwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian; Basis of bearing is State Plane Grid bearing of North 1°06'08" East as monumented along the East line of Southwest Quarter of said Section 17:

Beginning at a point that is North 0°41'57" East (North) 2614.98 feet to the North Quarter corner of said Section 17 as was monumented at the time of Freedom Acres Subdivision dedication and North 89°43'55" West (West) 432.74 feet along North line of said Northwest Quarter; and running thence North 89°43'55" West (West) 2241.71 feet to the Northwest corner of said Section as monumented, thence South 0°44'29" West (South) 649.16 feet along the West line of said Northwest Quarter as monumented to a fence; thence South 89°12'29" East 2375.24 feet along said fence; thence North 0°39'01" West 258.21 feet to the projection of a fence from the North; thence North 18°57'16" West 341.07 feet along fence; thence North 7°02'52" West 91.37 feet to the point of beginning.

Together with a 20 foot right of way for ingress and egress: the centerline of said right of way being described as follows: Beginning at a point that is South 0°41'57" West 381.17 feet along section from said North Quarter corner and running thence South 88°35'23" West 313.87 feet to the East line of above described property.

15-048-0040

Part of the Northwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base & Meridian: Basis of bearings is state plane grid bearing of North 01°06'08" East as monumented along the east line of the Southwest Quarter of said Section 17:

Beginning at a point that is North 0°41'57" East (North) 2614.98 feet to North Quarter Corner of said Section 17 as was monumented at the time of Freedom Acres Subdivision dedication and South 0°41'57" West 603.61 feet from the center of said Section 17, as monumented and running thence South 0°41'57" West 70.00 feet; thence North 89°12'29" West 299.61 feet; thence North 0°39'01" West 70.02 feet; thence South 89°12'29" East 301.26 feet, more or less, to the point of beginning.

15-050-0013

Part of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 6 chains North of the Southwest Corner of said quarter section; running thence North 34 chains to the Northwest Corner of said quarter section; thence East 20 chains; thence South 7.19 chains; thence West 7 chains; thence southerly and southwesterly to a point in slough which is 30.08 chains North and 12.66 chains East from the Southwest Corner of said quarter section; thence South 14.26 chains; thence South 35°45' West 8 chains; thence South 67°15' West 8.63 chains to the place of beginning.

15-050-0014

Part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Meridian, U. S. Survey:

Beginning West 560 feet from the Northeast Corner of the Southwest Quarter Section 17; running thence South 5 chains; thence West 760 feet; thence North 5 chains; thence East 760 feet to the point of beginning.

Together with a right of way 20 feet wide described as follows: A part of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, beginning at the Northeast Corner of said Southwest quarter section, running thence South 20 feet, thence West 1320 feet, thence North 20 feet, thence East 1320 feet to the point of beginning.

15-050-0043

Part of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning 3.47 chains North of the Southwest Corner of said quarter section; thence East 20 chains; thence North 29.15 chains, thence West 5 chains; thence South 1 chain; thence West 2 chains to center of slough; thence southwesterly along slough to west section line; thence South to beginning.

Less and excepting:

Part of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point North 00°44'29" East 229.02 feet along the section line, South 88°53'52" East 930.96 feet and North 00°49'23" East 720.67 feet from the Southwest Corner of said Section 17, and running thence North 00°49'23" East 853.50 feet; thence South 88°53'52" East 320.00 feet; thence South 00°49'23" West 853.58 feet; thence North 88°53'52" West 320.00 feet to the point of beginning.

15-051-0002

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of the Northeast quarter of said Section 18; running thence North 29.75 chains; thence West 12 chains to Weber River; thence down said river to South line of said quarter Section; thence East 11 chains to beginning.

15-051-0003

Part of the East 1/2 of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning 25.25 chains East from the Southwest corner of the Northeast quarter of said Section 18; thence following Weber River in a Southerly, Easterly and Northerly direction to the North line of the Southeast quarter; thence East to the East line of said Section; thence South 20 chains; thence West 85 rods; thence North 80 rods; thence East to beginning.

15-051-0004

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 400 feet North from the Southeast corner of the said quarter Section; running thence West 1320 feet; thence North 920 feet; thence East 1320 feet; thence South 920 feet to the point of beginning.

15-051-0009

Part of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 21.31 chains West from the Southeast corner of said Section; thence North 3.95 chains; thence West 14.75 chains; thence South 3.95 chains; thence East 14.75 chains to place of beginning.

15-051-0011

Part of the South half of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 20 chains North and 85 rods West of the Southeast corner of the Southeast quarter; running thence North 10 chains; thence West 875 feet; thence South 660 feet; thence West to the center of the channel of Weber River; thence down said channel of Weber River to a point 8.9 chains North of the Southwest corner of said Southeast quarter section; thence South 68° East 4.5 chains; thence South 4.05 chains; thence East 16.46 chains; thence North 16.15 chains; thence West 5 rods more or less to beginning.

15-052-0075

Part of the Northeast quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning 1980 feet West from the Northeast corner of said quarter Section; thence South 1028.28 feet, more or less; thence West 254.21 feet to the East line of K & K Moo View Subdivision; thence along said subdivision North 04°26'49" East 1142.64 feet, more or less, to the Section line; thence East 197.3 feet to beginning.

Less and excepting:

A parcel of land in fee, being part of an entire tract of land, situate in the NE Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of 1200 South Street, Weber County, State of Utah also known as Project No.

LG_WC_1200 S. The boundaries of said parcel of land are described as follows:

Beginning at a point on the center control line for the 1200 South Street (1150 South Street) road widening project (LG_WC_1200 S), said point lies 1100.74 feet South 01°30'06" West along the East line of said Section 19 and 1973.22 feet North 88°48'23" West along said center control line from the Northeast Corner of said Section 19; and running thence North 88°48'23" West 257.23 feet along said center control line to a point on an extension of the grantor's Westerly property line; thence North 04°26'49" East 50.09 feet along an extension of said property line and along said property line to a point on the proposed North right of way line of said project; thence South 88°48'23" East 253.35 feet along said North right of way line to a point on the Easterly line of the grantor's property; thence South 50.02 feet along said property line and along an extension of said property line to the Point of Beginning.

15-052-0078

A parcel land located in the Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point on the Northerly line of said Section 19, said point beginning North 86°44'03" West 1406.46 feet along the North line of said Section 19, from the Northeast corner of said Section 19; thence South 01°30'15" West 649.86 feet; thence North 86°45'40" West 302.05 feet; thence South 00°38'46" West 125.02 feet; thence North 90°00'00" East 14.24 feet; thence South 00°00'03" East 336.75 feet to a point on the northerly right-of-way line of 1150 South Street; thence North 88°45'27" West 296.32 feet along the northerly right-of-way line of 1150 South Street; thence North 01°30'15" East 1120.90 feet to a point on the northerly line of Section 19; thence South 86°44'28" East 573.54 feet along northerly line of Section 19 to the point of beginning.

15-048-0010

Part of the Northwest quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of said Northwest quarter of said Section 17; thence West 233 feet; thence North 210 feet; thence East 233 feet to the line between the Northeast and Northwest quarters of said Section 17; thence South 210 feet to the place of beginning.

15-050-0015

Part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:
Beginning at the point which is 220 feet South from the Northeast Corner of said Southwest quarter section; running thence South 110 feet;
thence West 560 feet; thence North 110 feet; thence East 560 feet to the place of beginning.

15-050-0016

Part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Meridian, U. S. Survey:
Beginning at the Northeast Corner of said Southwest quarter section; running thence South 220 feet; thence West 560 feet; thence North 220 feet; thence East 560 feet to the place of beginning.

15-050-0042

Part of the Southwest Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point North 00°44'29" East 229.02 feet along the section line, South 88°53'52" East 930.96 feet and North 00°49'23" East 720.67 feet from the Southwest Corner of said Section 17, and running thence North 00°49'23" East 853.50 feet; thence South 88°53'52" East 320.00 feet; thence South 00°49'23" West 853.58 feet; thence North 88°53'52" West 320.00 feet to the point of beginning.

15-027-0023

Part of the Southwest Quarter of Section 8, Township 6 North, Range 2 West, Salt Lake Base and Meridian:
Beginning at the Southeast Corner of the Southwest Quarter of said Section 8, said corner is on the west line of a 50 foot county road, and the corner bears North along said line 390 feet from the center of the Hooper Canal and 675.5 feet from the south line of the C J Buck property, running from said corner, thence North 00°35' East 1023.1 feet along the west line of said road to the south fence line of the Hancock property; thence North 89°00' West 1644.0 feet along said south fence line; thence South 00°35' West 1052.0 feet to the section line; thence East 1644.0 feet along said line to the place of beginning.

15-052-0077

A parcel land located in the Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 1150 South Street, said point beginning North 86°44'03" West 1406.46 feet along the North line of said Section 19 and South 01°30'15" West 1100.72 feet from the Northeast corner of said Section 19; thence North 88°45'27" West 276.96 feet along the northerly right-of-way line of said 1150 South Street; thence North 00°00'03" West 336.75 feet; thence North 90°00'00" West 14.24 feet; thence North 00°38'46" East 125.02 feet; thence South 86°45'40" East 302.05 feet; thence South 01°30'15" West 450.85 feet to the point of beginning.

15-051-0012

Part of the South 1/2 of Section 18, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 1980 feet North and 2102.5 feet West of the Southeast Corner of said Section 18 and running thence West 175 feet; thence South 660 feet; thence West to the center of the channel of the Weber River; thence up the channel of said river in a northwesterly and then a northeasterly direction to a point 536 feet due North of the point of beginning; thence South to the point of beginning.

15-051-0013

Parts of the Northeast Quarter and the Southeast Quarter of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 85 rods West and 120 rods North of the Southeast Corner of said Section 18; thence West 700 feet; thence North 536 feet; thence West to the center of the Weber River Channel; thence northeasterly up the Weber River channel to a point directly north of the place of beginning; thence South 40 rods, more or less, to the place of beginning.

Less and excepting:

A part of the East Half of Section 18, Township 6 North, Range 2 West, Salt Lake Base and Meridian:

Beginning 25.25 chains East from the Southwest Corner of the Northeast Quarter of said Section 18, said point being more particularly described as follows:

Beginning at a point which bears South 0°52'35" West 2672.80 feet along fence line to a Southeast Corner of an old existing fence and

South 89°18'04" East 1629.54 feet from the North Quarter Corner of said Section 18, said point being at the Center of the Weber River as exists and running thence North 9°42'02" East 12.04 feet along said river, thence North 0°27'13" East 85.79 feet (North 1.48 chains) along said river, thence South 89°18'04" East 852.33 (East 11.5 chains) to center of said river, thence twenty five courses along said center line of the Weber River as follows: South 14°46'57" West 65.04 feet, South 19°15'31" West 70.68 feet, South 34°43'51" West 147.14 feet, South 40°54'58" West 178.37 feet, South 49°21'18" West 120.54 feet, South 42°30'29" West 36.00 feet, South 33°41'20" West 144.17 feet, South 24°50'46" West 142.48 feet, South 28°05'42" West 76.57 feet, South 50°29'41" West 55.52 feet, South 70°54'56" West 39.29 feet, South 84°55'51" West 40.99 feet, North 82°54'48" West 50.11 feet, North 70°12'13" West 62.53 feet, North 63°46'45" West 81.38 feet, North 49°03'06" West 123.09 feet, North 43°38'03" West 78.32 feet, North 28°26'30" West 64.60 feet, North 9°29'25" West 57.10 feet, North 0°18'17" East 46.40 feet, North 6°42'37" East 69.66 feet, North 28°17'35" East 80.69 feet, North 33°47'02" East 77.48 feet, North 28°20'57" East 114.74 feet, North 15°26'29" East 44.53 feet, and North 9°42'02" East 63.90 along said river to the point of beginning.

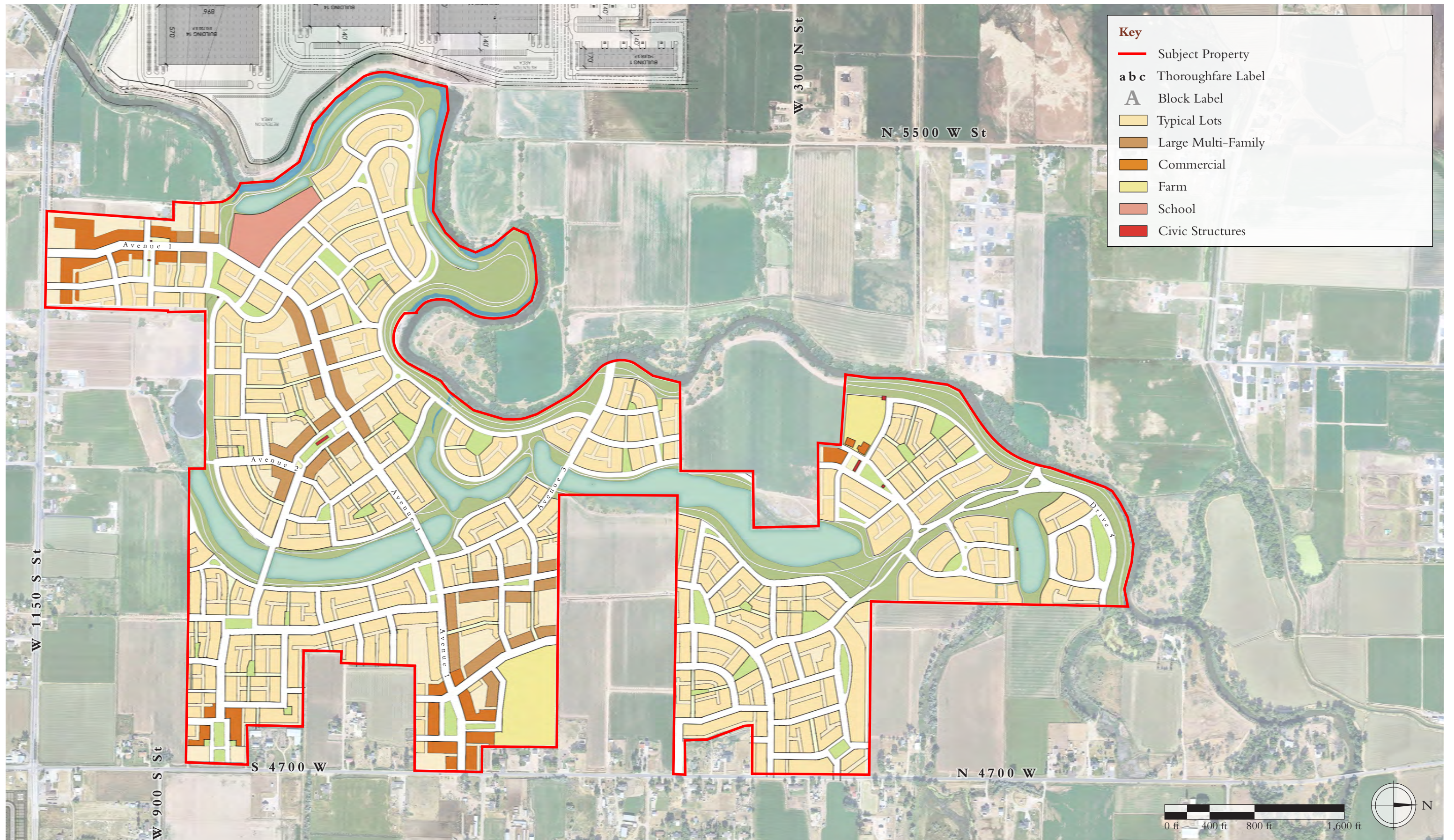
15-050-0006

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 20 CHAINS WEST AND 5 CHAINS SOUTH OF THE NORTHEAST CORNER OF AFORESAID SOUTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 18 CHAINS AND 70 LINKS; THENCE EAST 4 CHAINS 50 LINKS; THENCE NORTH 8 CHAINS 70 LINKS; THENCE EAST 1 CHAIN 80 LINKS; THENCE NORTH 10 CHAINS; THENCE WEST 6 CHAINS 30 LINKS TO BEGINNING.

15-050-0032

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE WEST LINE OF 4700 WEST STREET, NORTH 89°05'23" WEST 40.00 FEET AND NORTH 1°06'08" EAST 267.82 FEET (DEED 204.60), AND BEING ON AN OLD FENCE LINE KNOWN AS THE COMMON BOUNDARY LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 17, RUNNING THENCE NORTH 89°01'38" WEST 1310.58 FEET ALONG SAID FENCE, THENCE NORTH 0°44'20" EAST 777.76 FEET TO AN EXISTING FENCE, KNOWN AS THE COMMON BOUNDARY LINE, THENCE SOUTH 88°56'48" EAST 292.55 FEET ALONG FENCE, THENCE NORTH 1°09'05" EAST 242.66 FEET ALONG SAID FENCE; THENCE SOUTH 89°09'36" EAST

688.92 FEET; THENCE SOUTH 1D49'43" WEST 506.66 FEET TO AN EXISTING FENCE KNOWN AS THE COMMON BOUNDARY LINE; THENCE SOUTH 89D03'56" EAST 337.78 FEET ALONG SAID FENCE TO THE WEST LINE OF 4700 WEST STREET; THENCE SOUTH 1D06'08" WEST 515.29 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.



INTRODUCTION

Intent

The intent of this Design Code is to enable pedestrian-friendly design, with a fine-grained mix of civic spaces, thoroughfares, building types, and uses, generally arranged with distinct centers and edges. Good urban design takes pressure off of the architecture, allowing building designs to be simple and appropriate to the local context, in service of shaping a beautiful and pedestrian-friendly public realm.

The Community is designed as a collection of mixed-use, walkable neighborhoods with a range of uses which may include residential, lodging, office, retail, restaurant, and civic uses. The neighborhood will be built incrementally over time and is designed to be flexible to respond to the market.

At the Scale of the Neighborhood:

- Various daily needs occur within a walk of most dwellings.
- The Transect Zones include a variety of distinct physical environments, providing meaningful choices to potential residents.
- An interconnected network ofThoroughfares is designed to disperse vehicular traffic and encourage bicycle and pedestrian activity.
- A range of Civic Spaces (parks, greens, squares, plazas, and pocket parks) is distributed throughout the Neighborhood.

- Most commercial and civic activity is embedded in the Neighborhood Center.
- A range of housing types to meet market demand.

At the Scale of the Block and the Building:

- The design of Thoroughfares and buildings should reinforce safe environments, but not at the expense of accessibility.
- Buildings and landscaping should contribute to the physical definition of thoroughfares and civic spaces.
- Civic Buildings are distinctive and reflect their importance.
- The Neighborhood evolves harmoniously and orderly.
- Architecture and landscape design reflects climate, topography, history, and regional building practices.

Different people thrive in different places. There are those who could never live in an urban center; there are those who would wither in a rural hamlet. The rural-to-urban Transect is divided into six Transect Zones. These six zones vary by the level of intensity of their physical—and therefore social—character. Elements of the built environment are coordinated by these Transect Zones at all scales of planning, from the community to the individual lot and building.

This Neighborhood includes four of these Zones as well as a Special District.

Rural (T2) consists of low intensity development that, in this Community, is predominantly naturalistic Park space.

The Neighborhood Edge Zone (T3) consists of low density residential areas adjacent to more dense zones that may include a small amount of mixed-use. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate existing natural features.

The Neighborhood General Zone (T4) consists of a mixed-use but primarily medium residential density urban fabric. It may have a wide range of building types including houses, cottages, and townhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

The Neighborhood Center Zone (T5) consists of higher density mixed-use buildings, apartments, and townhouses. It has a tight network of streets, with wide sidewalks, regular street tree planting and buildings close to the sidewalks.

The Special District (SD) consists of areas with buildings that by their Function, Disposition, or Configuration cannot, or should not, conform to one or more of the normative Transect Zones.



INTRODUCTION: DEFINITIONS

Accessory Building: a building on the same Lot as a Principal Building usually located toward the rear.

Accessory Dwelling Unit: a dwelling unit sharing ownership and utility connections with a Primary Building.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

Arcade: *See Definitions: Illustrated.*

Attic: the part of a building contained within a pitched roof that, though it may be accessible, does not include habitable space.

Awning: a flexible roof-like cover that extends out from an exterior wall and shields a window, doorway, sidewalk, or other space below from the elements.

Basement: the interior part of a building (which may or may not include habitable space) below the ground of every story of main entry level, and which has a maximum of 5 feet of height above grade, measured from the average finished grade along the front Facade to the finished ceiling of the Basement.

Bay Window: a combination of window units which projects from a building.

Block: the aggregate of private Lots, Secondary Thoroughfares, and Parking Lots, circumscribed by Front Thoroughfares or Civic Spaces.

Civic: entities serving the following purposes are considered civic uses: arts, culture, education (including schools), government, recreation, religion, social services, transit, cemeteries, meeting halls, post offices, wedding chapels, and the like.

Civic Building: a building dedicated to Civic use(s).

Civic Space: an outdoor area dedicated for Civic use.

Commercial: the term collectively including Lodging, Office, and Retail Uses.

Commercial Street (CS): a local, slow-movement thoroughfare most suitable for general and center zones — typically where there are adjacent lodging, office, and/or retail uses. A Commercial Street is typically urban in character, with closed drainage, wide sidewalks, parallel parking, and trees in individual planting areas.

Common Lawn: *see Definitions: Illustrated.*

Community: the community proposed in this Design Code.

Corner Lot: a Lot with two intersecting Frontages.

Cul-de-sac: a vehicular Street that is closed at one end, often terminating in a vehicular turnaround.

Curb: the edge of the vehicular pavement that may be raised, mountable, or flush. It usually incorporates the drainage system.

Density: the number of dwelling units within a standard measure of area.

Dwelling Unit: a room or collection of rooms intended for residential occupancy in which sleeping quarters are provided, and kitchen and bathroom facilities are shared by occupants.

Effective Turning Radius: *see Definitions: Illustrated.*

Elevation: *see Definitions: Illustrated.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Enfront: to place an element along a Frontage, as in "porches Enfront the street."

Facade: *see Definitions: Illustrated.*

Forecourt: *See Definitions: Illustrated.*

Front Thoroughfare: a Thoroughfare that typically runs along the front of Private Lots and which creates Frontages.

Frontage: *see Definitions: Illustrated.*

Frontage Line: *see Definitions: Illustrated.*

Gallery: *see Definitions: Illustrated.*

Green: *see Civic Space Types.*

Home Occupation: non-retail commercial operation and/or remote work which takes place in a residence.

Lodging: premises available for short-term human habitation, including daily and weekly rental.

Lot: a parcel of land accommodating a building or buildings of unified design. The size of a Lot is controlled by its width in order to determine the grain (i.e., fine grain or coarse grain) of the urban fabric.

Lot Coverage: the percentage of lot area covered by buildings including Principal Buildings, Accessory Buildings, Porches, Stoops, and steps..

Lot Line: *see Definitions: Illustrated.*

Lot Width: the length of the Primary Frontage Line of a Lot.

Main Entrance: the main point of access for pedestrians into a building.

Marquee: an architectural projection serving as a roof, the sides of which are vertical and are intended for the display of signs, and which is supported entirely from an exterior wall of a building.

Master Plan: the proposed design for the Neighborhood as described through this Design Code and accompanying drawings.

Office: premises available for the transaction of general business including medical and dental offices, clinics and outpatient facilities, but excluding retail sales and manufacturing.

Open Space: land intended to remain undeveloped; it may be for Civic Space.

Park: *see Civic Space Types.*

Parking Area: portions of Private Lots intended for parking, including Parking Lots, garages, and Parking Structures.

Parking Lane: a portion of a Thoroughfare dedicated to vehicular parking.

Parking Structure: a building containing one of more Stories of parking above grade.

Passage (PS): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and often to connect rear Parking Areas to a Frontage.

Path (PT): a pedestrian way of traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pavement Radius: *see Definitions: Illustrated.*

Planting Strip: in Public Frontage, the element which accommodates street trees, whether continuous or individual.

Plaza: *see Civic Space Types.*

Principal Building: the main building on a Lot, usually located toward the Frontage.

Primary Entrance: the main point of access for pedestrians into a building.

Primary Frontage: *See Definitions: Illustrated. See Frontage.*

Private Frontage: *See Definitions: Illustrated. See Frontage.*

Public Frontage: *See Definitions: Illustrated. See Frontage.*

Rear Thoroughfare: a Thoroughfare that typically runs along the rear of Private Lots and does not create Frontages.

Regulating Plan: a map or set of maps that shows the Transect Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by this Design Code.

Residential: premises available for long-term human habitation by means of ownership or rental for more than 30 days.

Retail: premises available for the commercial sale of merchandise, services, and prepared foods (including restaurants).

Right-of-Way (ROW): *See Definitions: Illustrated.*

Road (RD): a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity.

Secondary Frontage: *See Definitions: Illustrated. See Frontage.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed on the Urban Standards.

Shared-Use Path: a path intended for use by pedestrians, cyclists, and other micro-mobility users.

Sidewalk: the paved section of the Public Frontage dedicated to pedestrian activity.

Site: the entire area to which this Design Code applies.

Special District (SD): an area that inherently cannot or should not conform to one or more of the normative Transect Zones due to its auto-oriented design and uses, but is nonetheless incorporated into the Neighborhood.

Square: *see Civic Space Types.*

Stoop: *see Definitions: Illustrated.*

Storefront: *see Definitions: Illustrated.*

Story: a habitable level within a building, excluding an Attic or Basement.

Street (ST): a local urban Thoroughfare of low-to-moderate speed and capacity.

Thoroughfare: *see Definitions: Illustrated.*

Thoroughfare Component: one of the elements which can be assembled with others into a Thoroughfare. These include Vehicular Travel Lanes, Parking Lanes, Medians, Sidewalks, pedestrian Paths, Shared-Use Paths, and Planting Strips.



INTRODUCTION: DEFINITIONS

Tower: a portion of a structure which exceeds the parapet or ridge height of the attached building.

Transect: a cross-section of the environment showing a range of different habitats. The rural-urban Transect of the human environment used in this Design Code is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the Density and intensity of its land use and Urbanism.

Transect Zone: one of several areas on a Zoning Map regulated by this Design Code. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, density, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage.

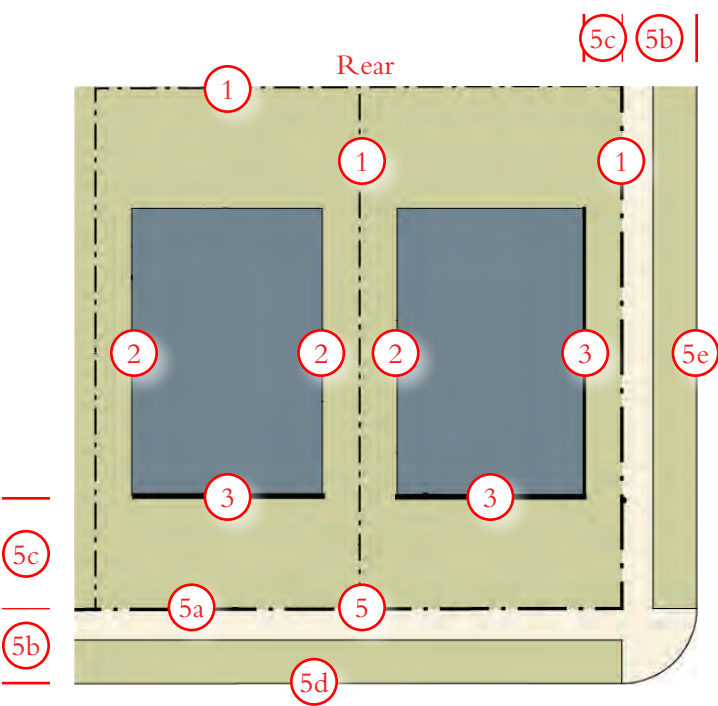
Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

Use: the function or functions accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use.

Vehicular Travel Lane: a portion of a Thoroughfare dedicated to vehicular movement.

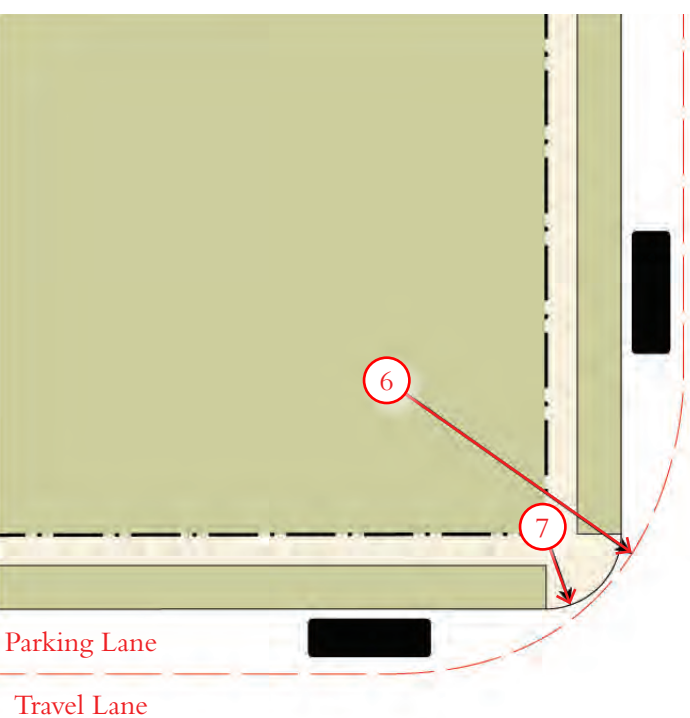


INTRODUCTION: DEFINITIONS, ILLUSTRATED

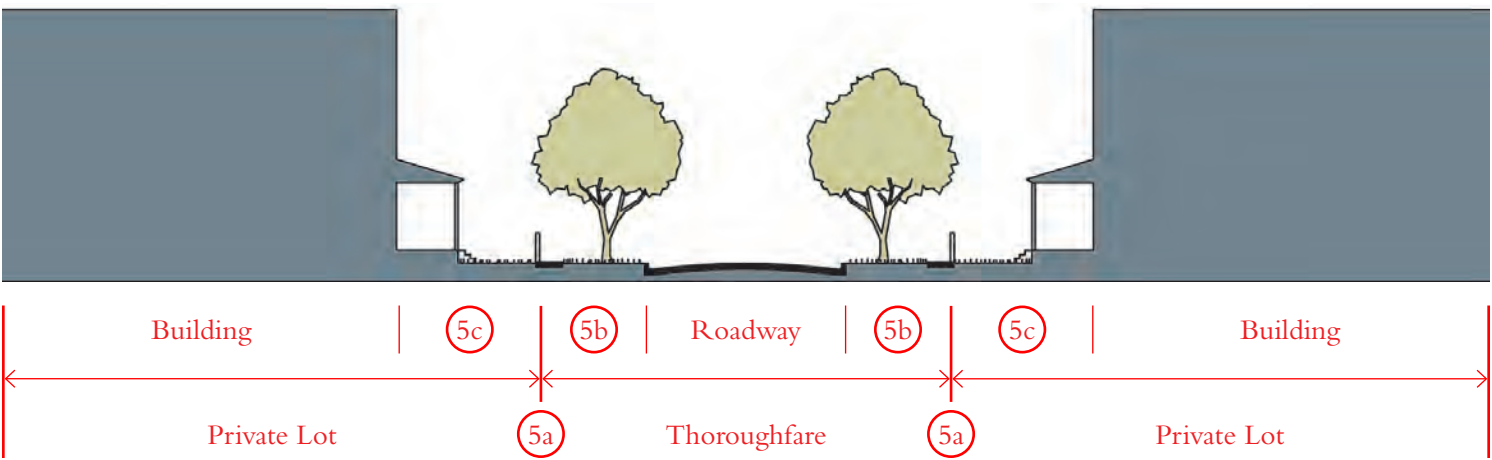


- 1 **Lot Line:** the boundary that legally and geometrically demarcates a lot.
- 2 **Elevation:** an exterior wall of a building not facing a frontage line.
- 3 **Facade:** the exterior wall(s) of a building that is (are) set along a frontage line. Facades face frontage lines and define the public realm, and are therefore more regulated than the elevations facing other lot lines.
- 4 **Thoroughfare:** the composite public area dedicated to circulation, including vehicular lanes (if any), pedestrian paths and walks, public frontage.

- 5 **Frontage:** the area between a building facade and a thoroughfare or civic space, including built and planted components. Frontage is divided into public frontage and private frontage.
 - a **Frontage Line:** the line between the public and private frontage. The frontage line is coincident with the property line(s), at frontages.
 - b **Public Frontage:** the area between the edge of vehicular lanes, if present, and the frontage line, which is within the right-of-way. Typically, the public frontage consists of the planter and the sidewalk.
 - c **Private Frontage:** the area between the frontage line and the principal building facade, which is within the private lot.
 - d **Primary Frontage:** on lots with multiple frontages, the frontage which will bear the address and primary entrance to the building.
 - e **Secondary Frontage:** on lots with multiple frontages, the frontage(s) that are not the primary frontage.

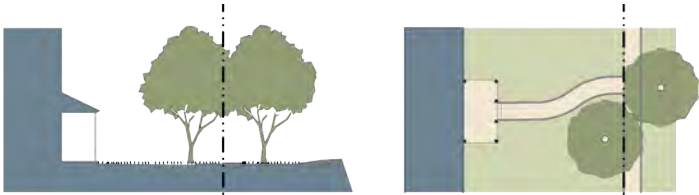


- 6 **Effective Turning Radius:** the measurement of the inside turning radius taking parked cars into account.
- 7 **Pavement Radius:** the curved edge of a vehicular lane at an intersection, measured at the inside edge of the travel lane if there is no on-street parking, or the parking lane if there is. The smaller the pavement radius, the more slowly the vehicle is forced to make the turn.

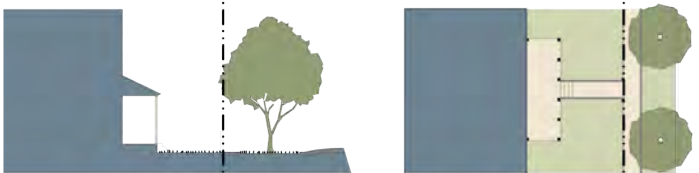


INTRODUCTION: DEFINITIONS, ILLUSTRATED

Common Lawn: a facade set back substantially from the frontage line. The front yard should remain unfenced and be visually continuous with adjacent front yards. The intention is to emulate the character of buildings sitting in a common rural landscape. A front porch is encouraged but not required, as social interaction from the sidewalk is unlikely at such a distance.



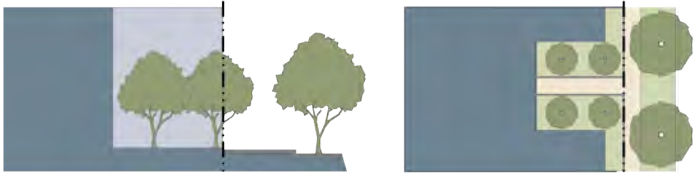
Porch: a facade is set back from the frontage line with a front porch. The porch should be within a conversational distance of the sidewalk. Hedges, fences, or garden walls at the frontage line are encouraged to define the front yard. A great variety of porches is possible, but to be useful, none should be less than 6 feet deep.



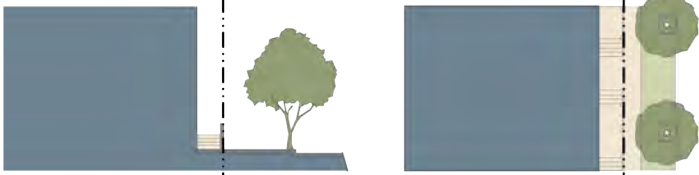
Terrace & Light Court: a facade is set back from the frontage line with an elevated garden or terrace, or a sunken light court. This type can effectively buffer residential uses from the sidewalk, by creating an elevated front garden. The terrace created may also be suitable for restaurants and cafes, as the eye of the sitter is level with that of the standing passerby. The light court can give light and access to a basement.



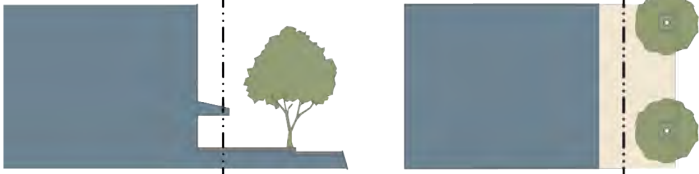
Forecourt: a facade is aligned close to the frontage line with a portion of it set back. The forecourt created is suitable for a garden or plaza, providing a transition from the public sidewalk to the building entry. This type should be used sparingly. Trees within the forecourts should be placed to have their canopies overhanging the sidewalks.



Stoop: a facade is aligned close to the frontage line with the ground story elevated from the sidewalk, securing privacy for the windows. This type is suitable for buildings with ground-floor residential uses, such as townhouses and apartment buildings. This type may be interspersed with the storefront.



Storefront: a facade is aligned close to the frontage line with the entrance at sidewalk grade. This type is conventional for retail frontage. It is commonly equipped with a cantilevered shed roof or an Awning. The absence of a raised ground story generally precludes residential uses on the ground floor, although residential uses may be present where retail is anticipated in the future.



Gallery: a roof extends over the sidewalk above while the building facade remains at the frontage line. This type is most common for office, retail, and manufacturing uses. To be useful, the gallery should be no less than 12 feet deep and should overlap the sidewalk to within 2 feet of a vehicular lane so that a pedestrian cannot bypass it.



Arcade or Colonnade: An arcade (arches) or colonnade (columns and beams) is a structure including habitable space extending over a sidewalk supported by arches and open to the adjacent street or civic space. The ground story remains at the frontage line while the facade of the upper stories overlaps the sidewalk. This type is most common for office, retail, and manufacturing uses.



INTRODUCTION

Administration

1. **Conformity.** It is the Intent not the "letter" of this Design Code to which Thoroughfares, Civic Spaces, Private Lots, utilities, and other improvements shall conform.
2. **Typical and Actual Condition.** This Design Code are typologically-based and this represents the typical condition. It is expected that actual conditions will vary from the typical conditions shown. All components of Thoroughfares, Civic Spaces, and Private Lots are expected to be refined to be appropriate for specific locations in a reasonable manner that achieves the intent of this Design Code.
3. **Town Architect.** The Town Architect serves as the keeper of the urban and architectural vision of the Neighborhood. The Town Architect provides direction and inspiration to developers, lot purchasers, architects, designers, landscape architects, and builders.
 - a. **Specific Duties.** All plans for improvements within the Neighborhood shall be reviewed by the Town Architect to confirm compliance with the intent of this Design Code. The Town Architect may modify or amend this Design Code as permitted by the Master Developer Agreement for the Project.
 - b. **Design Review.** Given their familiarity with the principles of traditional neighborhood and architectural design, the Town Architect shall review all building designs prior to the issuing of a building permit by the County in place of design review by the Weber County Planning Commission.

Neighborhood Structure

1. **Applicability.** The requirements of this section apply to the configuration of the Master Plan including future refinements therein.
2. **Transect Zones.** Transect Zones shall be assigned to all portions of the Site as mapped on the Regulating Plan (page 8).
 - a. **Adjustments to Area of Transect Zones.** The location of boundaries between Transect Zones may be adjusted to accommodate future adjustments to the Master Plan.
3. **Block Size.** On average, Blocks shall be 660 feet long in each direction.
4. **Thoroughfare Network.** Thoroughfares shall be laid out in an interconnected network to disperse vehicular traffic and promote walking and cycling. Given the intention of creating an interconnected network of Thoroughfares, connections to adjacent properties are proposed as noted on the Regulating Plan (page 8).
 - a. **Section Line & Quarter Section Line Streets.** Streets shall not be required along section lines and quarter section lines.
5. **Allocation of Civic Spaces.** A minimum of 10% of the total area of the Site shall be allocated to Civic Spaces. For the purposes of calculating this area, the Public Frontage of adjacent Thoroughfares may be counted towards the area of a Civic Space.
6. **Private Lots.** Buildings shall be located on Private Lots as consistent with the requirements of the Private Realm section of this Design Code (pages 26-30). Multiple Principal Buildings with associated Accessory Buildings may also be located on one legally defined parcel (e.g. an apartment complex of multiple buildings) as long as they are placed as if the Principal Buildings are on separate Lots.
7. **Access to Lots.** Public access to Private Lots may be provided via publicly accessible sidewalks, paths, passages, or similar means. Emergency vehicle access shall be provided through Front or Rear Thoroughfares. Lots shall also include a means of automobile access, with exceptions permitted by the Town Architect.
8. **Addressing.** Lots shall be addressed to an adjacent Front Thoroughfare or Civic Space, including exclusively pedestrian Front Thoroughfares.
9. **Utilities.** Utilities shall typically be located in Thoroughfares (as described in the Thoroughfare Standards on page 22) or in Civic Spaces. Location of utilities in easements on Private Lots shall be the exception and the location of last resort.
10. **Buffers.** No Buffers shall be required between different Uses, Lots, or any other components within the Master Plan.
11. **Perimeter Landscaping & Fencing.** Landscaping or fencing along the perimeter of the Neighborhood shall not be required except where adjacent to agricultural Uses and to screen Parking Areas.
12. **Fire Apparatus Access.** Fire apparatus access shall be provided to all buildings as consistent with the International Fire Code (IFC) as adopted by the County.
13. **Density & Intensity of Uses.** All Transect Zones are mixed-use and the proposed Uses in each phase may be adjusted as consistent with this Design Code. The Residential density of the Neighborhood shall be a maximum of 6 units per gross acre.

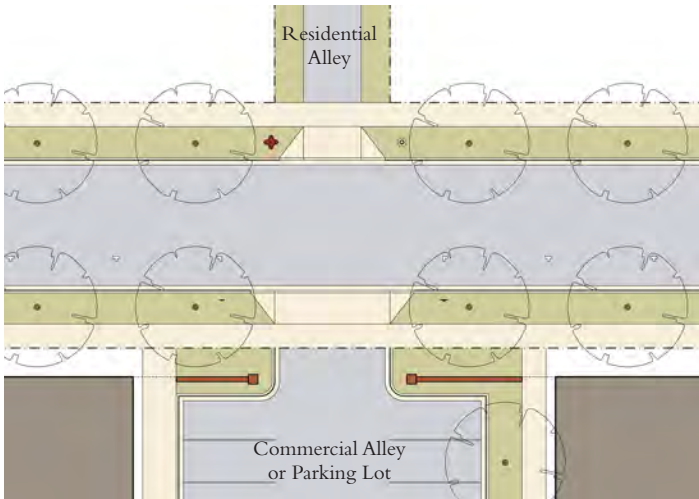


Thoroughfares

- Thoroughfare Types.** Each Thoroughfare is assigned a Thoroughfare Type on the Thoroughfare Types Plan (page 9). Each Thoroughfare shall be improved based on its corresponding Thoroughfare Type (pages 10-20) including modifications based on the specific conditions of the Site and the Master Plan.
- Ownership.** Thoroughfares shall be publicly owned unless noted otherwise in the Thoroughfare Type Sections (pages 10-20).
- Thoroughfare Uses & Encroachments.** The following uses are permitted within Thoroughfares as consistent with the Encroachments Table (page 28) in this Design Code.
 - Sidewalk dining.
 - Retail, including restaurants.
 - Art installations.
 - Recreation facilities.
 - Community gardens.
 - Outdoor festivals or gatherings.
- Roadway Geometry.** The following standards apply to the design of all Vehicular Thoroughfares in the Master Plan, with the intent of calming traffic and creating a safe, comfortable space for pedestrians and cyclists:
 - Roadway Width.** Pavement and vehicular lane widths shall be measured from face-of-curb to face-of-curb and include the width of adjacent gutter pans, if any.
 - Turning Radius.** Turning radii shall be evaluated using Effective Turning Radius.
 - Centerline Crossing.** Emergency and service vehicles may cross the centerline to complete turning movements.
 - Centerline Radius.** The centerline radius for roadways shall be a minimum of 22 feet.
 - Sight Visibility Triangles.** The outside edges of Vehicular Travel Lanes, not Thoroughfares or Roadways, shall be used in the determination of sight visibility triangles that control the placement of potential obstructions. Goundcover other than turf grass is permitted within sight visibility triangles.

- Chamfered & Radiused Lots.** The area required for sight visibility triangles shall typically be contained within the width of the Thoroughfare through the use of Parking Lanes, Planting Strips, Sidewalks, and other Thoroughfare Components wherever reasonably possible. Lot Lines shall only be chamfered or radiused if necessary to satisfy requirements related to sight visibility triangles.
- Intersections.** The following requirements apply to the design of all intersections of Vehicular Thoroughfares in the Master Plan, with the intent of calming traffic and creating a safe, comfortable space for pedestrians and cyclists.
 - Intersection Spacing.** Thoroughfares shall not be subject to intersection spacing requirements.
 - Intersection Angles.** Intersection angles and offsets are permitted if consistent with the Master Plan or minor adjustments therein. Thoroughfares may have offset intersections or intersections at angles other than 90 degrees as a means of calming traffic.
 - Alley Intersections.** Alley intersections shall conform to the design shown in the Alley Intersection Diagram or another design consistent with the intent of this section

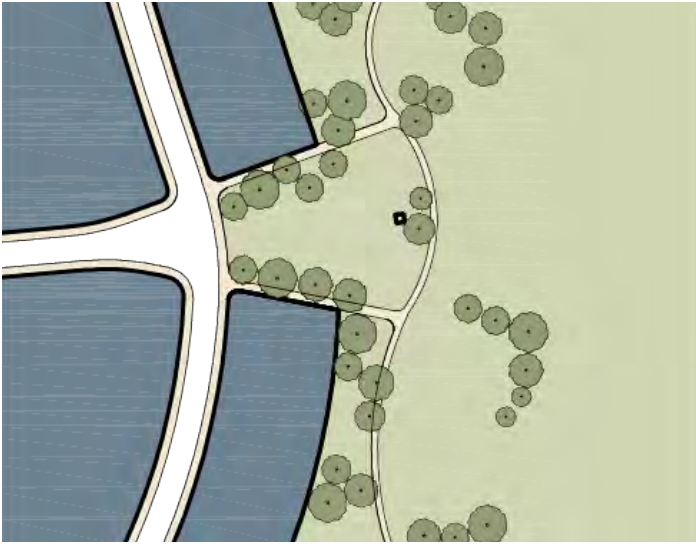
Street & Alley Intersection Diagram



- Additional Thoroughfare Types.** Additional Thoroughfare Types that consist of a combination of the components described in this Design Code may be incorporated into refinements of the Master Plan in later submissions.
- Vehicular Travel Lanes.** The following apply to the design of vehicular travel lanes.
 - Configuration.** The travel lanes of a thoroughfare (considered together) may be designed to accommodate one-way, two-way, or two-way yield movement.
 - Fire Apparatus Access.** Travel lanes may be wider than those shown in the Thoroughfare Types in order to accommodate wider clear width for fire apparatus access. This arrangement is subject to the approval of the Fire Official.
- Parking Lanes.** The following apply to the design of parking lanes:
 - Configuration.** Parking lanes shall typically consist of parallel parking spaces.
 - Width.** Parallel parking lanes shall typically be 7 feet wide on predominantly Residential Thoroughfares and 8 feet wide on predominantly Commercial Thoroughfares.
 - Fire Apparatus Access.** Parking spaces or portions thereof may be omitted from parking lanes in order to accommodate wider clear width for fire apparatus access.
- Medians.** Medians have a minimum typical width of 18 feet, which may taper to no less than 8 feet based on the specific conditions of the Site and the Master Plan. Medians shall comply with the landscaping requirements for Planting Strips in the Public Realm Details section of this Design Code (page 25). Medians may also include Sidewalks, pedestrian paths, and shared-use paths.
- Public Frontage.** Standards for components of the public frontage, including street signs and lights, are listed in the Public Realm Details section of this Design Code (page 25).

- Paving Material.** Vehicular travel and parking lanes may be paved with any material or combination of materials listed in the Public Realm Details section of this Design Code (page 25).
- Striping.** Striping between any vehicular lanes and between parking spaces on any Thoroughfare may be omitted.

PUBLIC REALM: CIVIC SPACE TYPES



Park

Transect Zones: T2, T3, T4

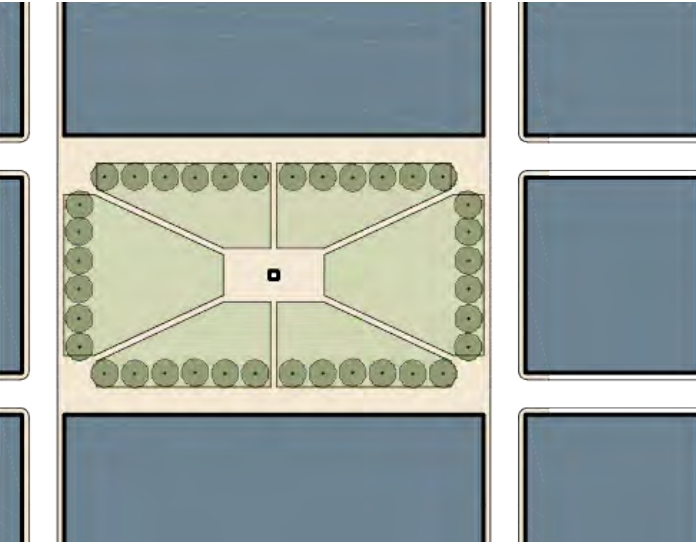
Intended Character: A large Civic Space available for recreation, often serving as entire neighborhood or region. Its landscape may include paved paths and unpaved trails, open lawn, trees, ponds, and other natural features, all with a naturalistic character.



Green

Transect Zones: T2, T3, T4, T5

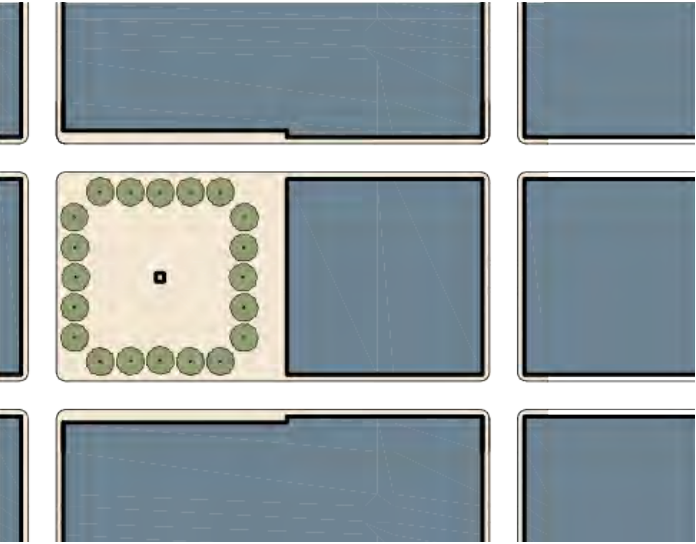
Intended Character: A medium Civic Space available for recreation. A green is typically shaped by buildings and its landscape consists mostly of lawn and trees with a naturalistic character requiring limited maintenance.



Square

Transect Zones: T3, T4, T5

Intended Character: A small-to-medium Civic Space, typically at the intersection of important thoroughfares. A Square is shaped by buildings, some or all of which may be mixed-use, and its landscape consisted of paved walks, lawn, trees, and Civic Buildings with a formal character.



Plaza

Transect Zones: T4, T5

Intended Character: Civic Space which is predominantly paved. A Plaza is often fronted with mixed-use or commercial buildings, as the hardscape is ideal for outdoor seating.

Civic Spaces

1. **Applicability.** This section applies to all Civic Spaces in the Master Plan.

2. **Civic Space Types.** Each Civic Space is assigned a Civic Space Type on the Civic Space Plan (page 23). Each Civic Space shall be improved based on its corresponding Civic Space Type (page 24), including modifications based on the specific conditions of the Site and the Master Plan.

3. **Civic Space Adjustments.** The location, size, and design of Civic Spaces may be refined or modified based on the specific conditions of the Site and the Master Plan.

4. **Ownership.** Civic Spaces may be publicly or privately owned.

5. **Pedestrian Connectivity & Access to Lots.** Civic Spaces shall have Sidewalks or Pedestrian Paths sufficient to provide access to all Enfronting lots and provide connectivity to adjacent Front Thoroughfares and Civic Spaces. These Sidewalks or pedestrian paths shall comply with the Public Realm Details Section of this Design Code.

6. **Civic Space Uses & Encroachments.** The following Uses are permitted within Civic Spaces as consistent with the Encroachments Table (page 28) in this Design Code.

a. Natural landscape.

b. Gardens including ornamental and productive gardens.

c. Lawns.

d. Recreation facilities including sport courts, pools, skate parks, and exercise equipment.

e. Playgrounds.

f. Stormwater managements facilities.

g. Cemeteries.

h. Sidewalk dining.

i. Retail including restaurants.

j. Art installations.

k. Outdoor festivals or gatherings.

7. **Stormwater Management.** The area of stormwater management facilities shall count towards the required Civic Spaces if designed in a manner that is integrated into a Civic Space.

8. **Covered Structures.** Covered, unenclosed structures may be included within Civic Spaces and shall count towards the required Civic Spaces. Enclosed buildings in Civic Spaces shall be considered Civic Building Sites.

9. **Landscaping.** Landscaping in Civic Spaces shall consist of ground cover, shrubs, and trees as described in the Public Realm Details section of this Design Code. Minimum required ground planting and quantity of trees are listed in the Civic Space Types (page 24). The minimum required quantity of trees shall be calculated based on the area of the Civic Space.

Public Realm Details

1. **Sidewalks & Pedestrian Paths.** Sidewalks and pedestrian paths shall have a minimum width of 5 feet and may consist of any paving material specified below (requirement #4). Sidewalks may also include tree grates.

2. **Shared-Use Paths.** Shared-use paths shall have a minimum width of 8 feet and may consist of any paving material specified below (requirement #4).

3. **Planting Strips.** Planting strips shall include ground cover and trees planted in Allees or Clustered. Planting strips of a width less than 5 feet need not include trees. The width of planting strips may be adjusted in order to accommodate curb ramps and adjustments to curb height.

4. **Paving Materials.** In addition to paving materials and surfaces currently acceptable to the County, asphalt, stabilized decomposed granite, limestone, concrete, brick, Grasscrete (and similar products), integral colored concrete, stamped concrete, granite, granite pavers, cobblestone, decomposed granite, tar and chip, asphalt pavers, brick pavers, and concrete pavers may be used. Other materials may also be permitted.

5. **Ground Planting.** Ground planting shall consist of a combination of shrubs and ground cover. Ground cover shall be spaced a maximum of 12 inches apart on center and may include irrigated turf grass.

6. **Tree Planting.** The following requirements apply to tree planting:

a. **Total SpeciesVariation.** IndividualThoroughfares and Civic Spaces need not have any variation in tree species.

b. **Allees.** Where tree planting is in an Allee, it shall consist of a single species. Trees shall be spaced between 30 and 40 feet apart on center.

c. **Clustered.** Where tree planting is clustered, it may consist of multiple species.

d. **Distance from Curb & Sidewalk.** The distance of trees from curbs, sidewalks, and pedestrian paths shall be determined by the Town Architect.

7. **Species.** The species used in landscaping for all Thoroughfares and Civic Spaces shall conform to the
- Approved Plant List and the Prohibited Plant List in the Weber County Code of Ordinances.

8. **Lighting.** The following requirements apply to lighting in Thoroughfares and Civic Spaces:

a. **Spacing.** Light fixtures shall be spaced as determined by the Town Architect.

b. **Shielding.** All light fixtures shall be fully shielded and direct light downward.

c. **Height.** Light pole height shall not exceed 25 feet. The height of wall-mounted light fixtures shall not exceed 30 feet.

d. **Light Fixtures.** The design of light fixtures shall be determined by the Town Architect.

e. **Signs.** Thoroughfare name and traffic control signs may be attached to street light fixtures.

9. **Furniture.** The following may be located in any Civic Space or in the Public Frontage of any Thoroughfare in a manner that maintains a minimum pedestrian clear width of 5 feet. Furniture not listed here may also be permitted.

a. Benches.

b. Chairs.

c. Tables.

d. Water fountains.

e. Trash cans.

f. Bike racks.

g. Bollards, which may include lights.

h. Play equipment.

i. Exercise equipment.

j. Artwork.

10. **Signage.** Designs for street signs, freestanding signs, and all other signs installed by the Developer to identify the Neighborhood may vary from the Weber County Code of Ordinances as determined by the Town Architect.
- W
- WEST WEBER PROPERTY DESIGN CODE
- Planning Commission Staff Report - TN Zone, Bennet Rezone and Development Agreement
PC Staff Report Exhibit A: Proposed Development Agreement

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PRIVATE REALM



The images shown in this Figure were taken in Norton Commons, a Traditional Neighborhood Development in Louisville, Kentucky. The architectural character of The West Weber Property will be similar to that of Norton Commons and will be achieved through a similar design review process. The development of Norton Commons has been shaped by a Design Code (a.k.a. Pattern Book) enforced by a Town Architect similar to this Design Code. The Design Code is based on principles of traditional architecture which regulate many aspects of the design from massing and composition to architectural details. The administration of the Design Code by a Town Architect has allowed for detailed consideration for how each design contributes to the identity of the place, resulting in a neighborhood that generates value from its walkability, mix of uses, and traditional neighborhood character.



PRIVATE REALM



Private Lot & Building Requirements by Transect Table

	T2 Rural	T3 Neighborhood Edge	T4 Neighborhood General	T5 Neighborhood Cener	SD Special District
1. Lot Dimensions					
a. Lot Width	Determined by Town Architect	50 ft. min.	16 ft. min.	10 ft. min.	See page 29
b. Lot Coverage		80% max.	90% max.	100% max.	
2. Building Setbacks					
a. Primary Front Setback	Determined by Town Architect	10-40 ft.	5-30 ft.	0-20 ft.	See page 29
b. Secondary Front Setback		10-40 ft.	5-30 ft.	0-20 ft.	
c. Side Setback		5 ft. min.	0 ft. min	0 ft. min	
d. Rear Setback		0 ft. min.	0 ft. min.	0 ft. min.	
3. Building Height		2½ stories max.	3 stories max.	4 stories max.	
4. Frontage Types					
a. Common Lawn	Determined by Town Architect	permitted	permitted	not permitted	See page 29
b. Porch		permitted	permitted	permitted	
c. Terrace & Light Court		not permitted	permitted	permitted	
d. Forecourt		not permitted	permitted	permitted	
e. Stoop		permitted	permitted	permitted	
f. Storefront		not permitted	permitted	permitted	
g. Gallery		not permitted	permitted	permitted	
h. Arcade / Colonnade		not permitted	not permitted	permitted	
5. Principal Uses					
a. Residential	not permitted	restricted	limited	open	See page 29
b. Lodging	not permitted	restricted	limited	open	
c. Office	not permitted	restricted	limited	open	
d. Retail	not permitted	restricted	limited	open	
e. Agricultural	restricted	restricted	not permitted	not permitted	restricted
f. Civic	open	open	open	open	open

Private Lots & Buildings

1. **Applicability.** The requirements of this section apply to all Private Lots and buildings within the Master Plan.
2. **Lot Dimensions.** Lot Width and Lot Coverage requirements for Private Lots in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27). There shall be no minimum or maximum Lot Depth or Lot Size. Corner Lots may be up to 10 feet wider than otherwise permitted in that Transect Zone.
3. **Private Frontages.**

a. **Lot Frontage.** The minimum Lot Frontage shall be equivalent to the minimum Lot Width.

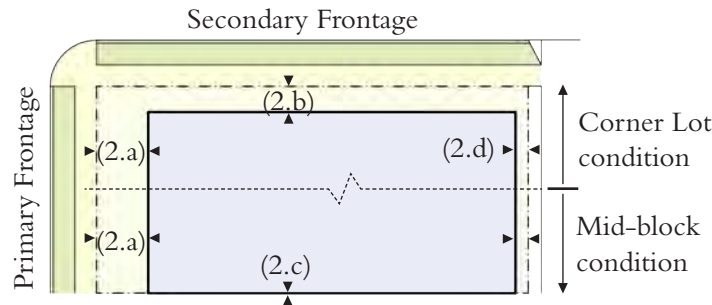
b. **Primary & Secondary Frontages.** Primary and Secondary Frontages are mapped on the Regulating Plan (page 8). Each Lot shall have at least one Primary Frontage, and the location of transitions between Primary and Secondary Frontages may be modified.

c. **Main Entrance.** The Main Entrance of all Principal Buildings shall be oriented to the Primary Frontage, and pedestrian access shall be provided from the Main Entrance to the adjoining Sidewalk or Pedestrian Path.

d. **Lots Without Frontage.** Lots without Frontage on a Front Thoroughfare or Civic Space may be permitted by determination of the Town Architect.

e. **Private Frontage Types.** All Principal Buildings shall include a minimum of one Private Frontage Type.
4. **Principal & Accessory Buildings.** On each Lot, one Principal Building shall be positioned within the range required by the Primary Front Setback. Lots may also include any number of Accessory Buildings. This requirement does not apply to Lots without Frontage as permitted within this Design Code.
5. **Building Setbacks.** Building Setback requirements for buildings in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27). Buildings shall be distanced from Lot Lines according to the Setbacks as illustrated in the Setback Diagram.

Setback Diagram



Notes

1. The label for each Setback dimension corresponds to a row of the Private Lot & Building Requirements by Transect Table (page 27).
6. **Building Height.** Building Height requirements for buildings in each Transect Zone are listed in the Private Lot & Building Requirements by Transect Table (page 27).

a. **Building Height Exceptions.** Towers, including but not limited to: spires, church steeples, fire towers, and scenery lofts may be exempted from these Building Height requirements by determination of the Town Architect.

b. **Attics and Basements.** Attics and Basements are not counted toward a building's required number of Stories.
7. **Building Size & Width.** There shall be no minimum building size or width in any Transect Zone or for any Use.
8. **Encroachments.** Permitted encroachments into Setbacks, Thoroughfares, and Civic Spaces are listed in the Permitted Encroachments Table. All encroachments into utility easements are subject to applicable easement restrictions.
9. **Parking Areas.** Parking Areas on Private Lots shall be located within the Buildable Area. Parking Areas on Private Lots shall comply with the Parking Areas requirements of this Design Code (page 29).

Encroachments Table

	Front Setbacks	Side & Rear Setbacks	Thoroughfares & Civic Spaces
Private Frontage Types ^{1,3}	•	•	•
Building ^{2,3}	•		•
Stairs & Ramps	•	•	•
Balconies	•	•	•
Bay Windows	•	•	•
Towers	•	•	•
Chimneys	•	•	•
Eaves & Architectural Details	•	•	•
Canopies & Marquees	•	•	•
Awnings ^{1,3}	•	•	•
Lights	•	•	•
Fences & Walls	•	•	
Signs ^{1,3}	•	•	•
Planters	•	•	•
Furniture ^{1,3}	•	•	•
Merchandise ^{1,3}	•	•	•
Patios & Decks		•	
Mechanical Equipment		•	
Utility Meters		•	
Window Wells		•	

Notes

1. These elements may encroach into Thoroughfares and Civic Spaces only if associated with a Storefront, Gallery, Arcade, or Colonnade.
2. These elements may encroach into Thoroughfares and Civic Spaces only if associated with an Arcade or Colonnade.
3. These elements may encroach within 2 feet of Vehicular Travel or Parking Lanes. A 7-foot minimum clear height shall be maintained with the exception of columns, piers, and posts. A 5-foot-wide minimum pedestrian clear zone shall also be maintained.

Special Districts

1. **Applicability.** The requirements of this section apply to all Private Lots within Special Districts as shown on the Regulating Plan (page 8) or revisions therein. Requirements in this section shall supersede any conflicting requirements in other sections.
2. **Private Lots & Buildings.** Requirements for all the items described in the Private Lots & Buildings and Uses sections of this Design Code shall be determined by the Town Architect.
3. **Uses.** All Uses permitted in T5 are also permitted in Special Districts.
4. **Frontages.** The location of Frontages shall be determined by the Town Architect and may not correspond to Lot Lines.
5. **Access.** A means of pedestrian and bicycle access shall be provided to a building's Main Entrance from within the neighborhood and from the Sidewalk at the Primary Frontage. Access may be provided through some combination of Sidewalks, crosswalks, and Paths, all with a minimum clear width of 5 feet.
6. **Parking Placement.** Parking need not be located within the Buildable Area and need not be screened from Frontages.
7. **Yards & Landscaping:** There shall be no required landscaping in Front Yards in Special Districts.

Parking Areas

1. **Applicability.** The requirements of this section apply to all Parking Areas. Parking Lanes in Thoroughfares are not considered Parking Areas.
2. **Location & Access.** Parking Areas on Private Lots shall be located as consistent with this Design Code. Parking Areas shall be accessed by Alleys unless it is located on a Lot that does not adjoin an Alley.
3. **Size.** Head-in parking spaces shall have a minimum depth of 18 feet and a minimum width of 9 feet, with the exception of compact spaces. Drive aisles serving head-in spaces shall have a minimum width of 22 feet. The required dimensions for diagonal spaces and associated drive aisles shall be determined by the Town Architect.
4. **Tandem Parking Spaces.** Parking Areas associated with Residential Uses may include tandem parking spaces.
5. **Truck Loading.** Given the small scale of the Commercial Uses anticipated for the Neighborhood, truck loading shall typically be accommodated via Alleys and Commercial Streets. If required, the design of off-street truck loading spaces shall be determined by the Town Architect.
6. **Bicycle Parking.** The quantity and design of parking for bicycles shall be determined by the Town Architect.
7. **Parking Lots.** The following requirements apply only to Parking Lots:
 - a. **Connectivity.** Parking Lots on adjacent Private Lots shall connect to one another.
 - b. **Landscaping.** One tree island (of 100 square feet minimum with one 2-inch minimum caliper tree and ground cover) is required for every 10 spaces that are side-by-side. Alternatively, an equivalent number of trees may be provided at the perimeter of the Parking Lot. Parking Lots of fewer than 50 spaces and/or those of no more than one row of double-loaded head-in parking are exempt from landscaping requirements. Landscaping in Parking Lots shall comply with the requirements for Yards & Landscaping (page 29).

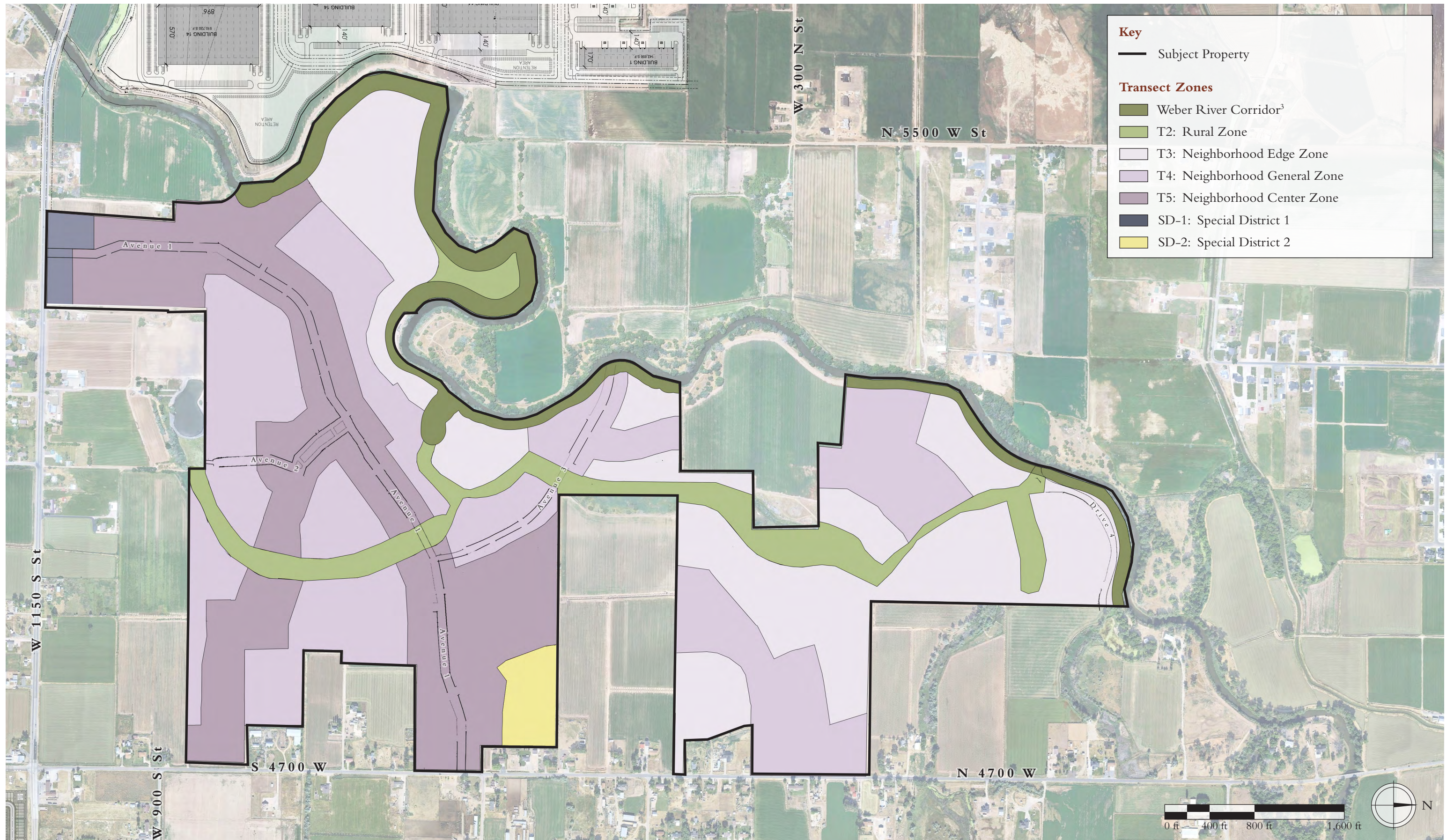
- c. **Paving Materials.** Asphalt, stabilized decomposed granite, limestone, concrete, brick, Grasscrete (and similar products), integral colored concrete, stamped concrete, granite, granite pavers, cobblestone, decomposed granite, tar and chip, asphalt pavers, brick pavers, concrete pavers, and permeable pavers may be used. Other materials may also be permitted.
8. **Bumpers.** Bumpers may or may not be included in the design of Parking Areas.
9. **Light Spillover.** Lighting on one Parking Area may spill over onto a Parking Area on an adjacent lot.
10. **Screening.** Parking Areas shall be screened from Frontages with landscaping, fences, or walls, as determined by the Town Architect.

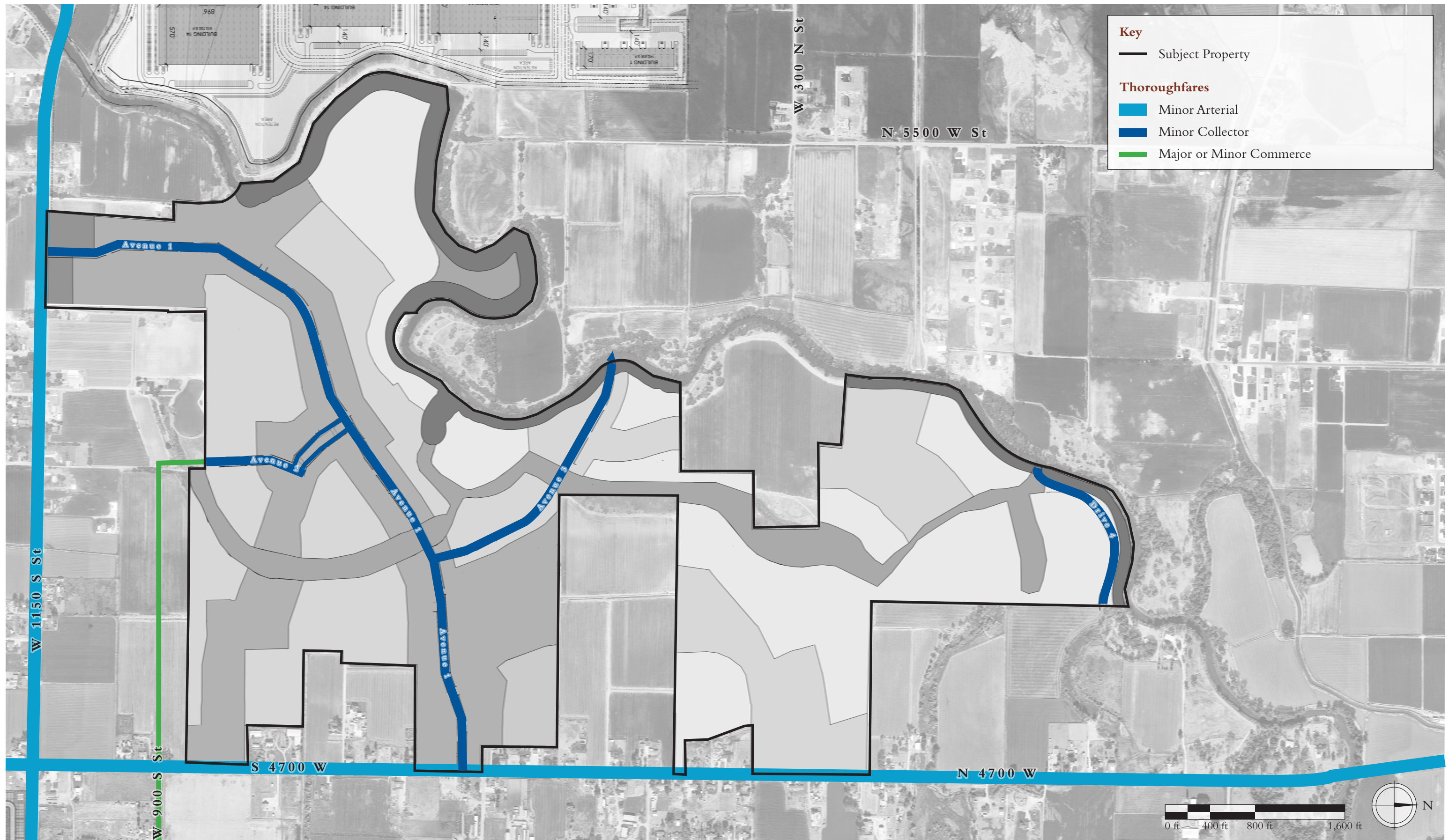
Yards & Landscaping

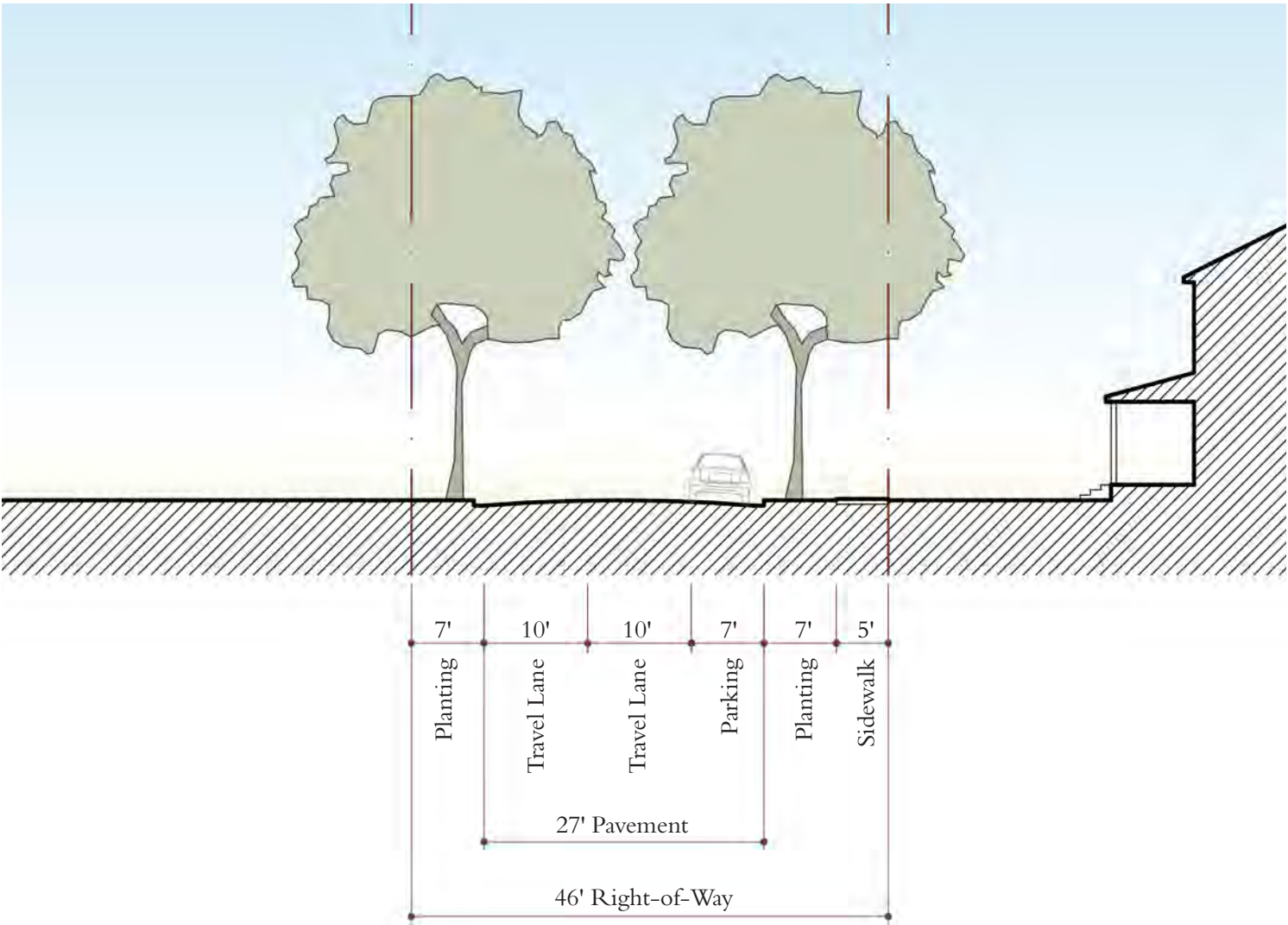
1. **Applicability.** The requirements of this section apply to all Yards and to all landscaping on Private Lots. Requirements for landscaping in Thoroughfares and Civic Spaces are listed in the Public Realm section of this Design Code.
2. **Species.** The species used in landscaping for all Yards shall conform to the Approved Plant List and the Prohibited Plant List in the Weber County Code of Ordinances. Additional species may be permitted by the Town Architect only if they are not listed on the Prohibited Plant List.
3. **Swimming Pools.** Swimming pools may be located in Side or Rear Yards as permitted by the Design Code as described in this Design Code.
4. **Design Code.** Additional regulations for Yards and landscaping will be included in the Design Code as described in this Design Code.

Lighting

1. **Applicability.** The requirements of this section apply to all lighting on Private Lots. Requirements for lighting in Thoroughfares and Civic Spaces are listed in the Public Realm Details section of this Design Code.
2. **Shielding.** All light fixtures shall be fully shielded and direct light downward, with the exception of lighting for signs or art as consistent with this Design Code and the Design Code.
3. **Spillover.** Light need not be directed away from adjacent Thoroughfares, Civic Spaces, and Front Yards.
4. **Height.** Light pole height shall not exceed 25 feet. The height of wall-mounted light fixtures shall not exceed 30 feet, with the exception of lighting for signs as consistent with this Design Code and the Design Code.
5. **Design Code.** Additional regulations for Yards and landscaping will be included in the Design Code as described in this Design Code.

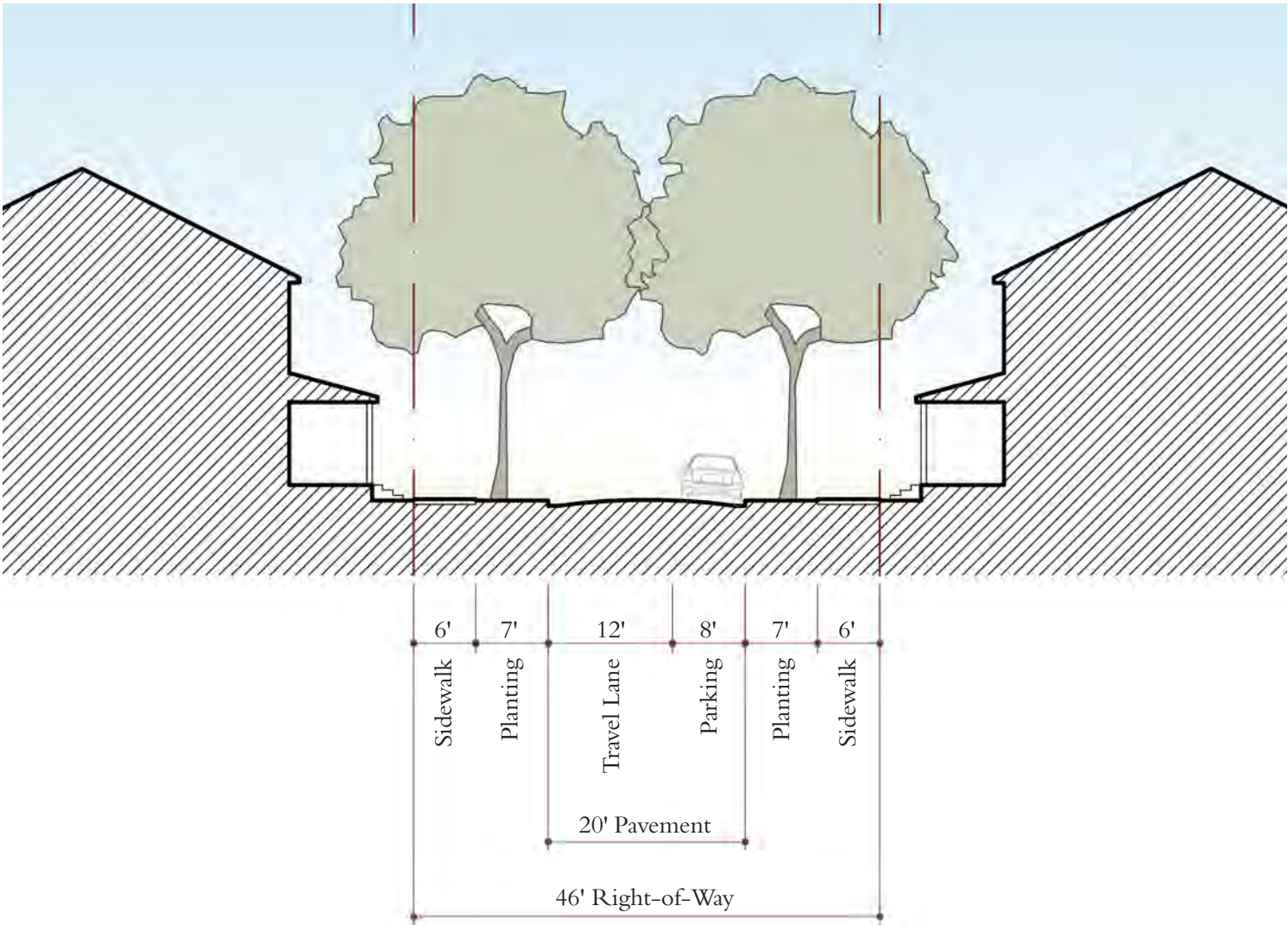






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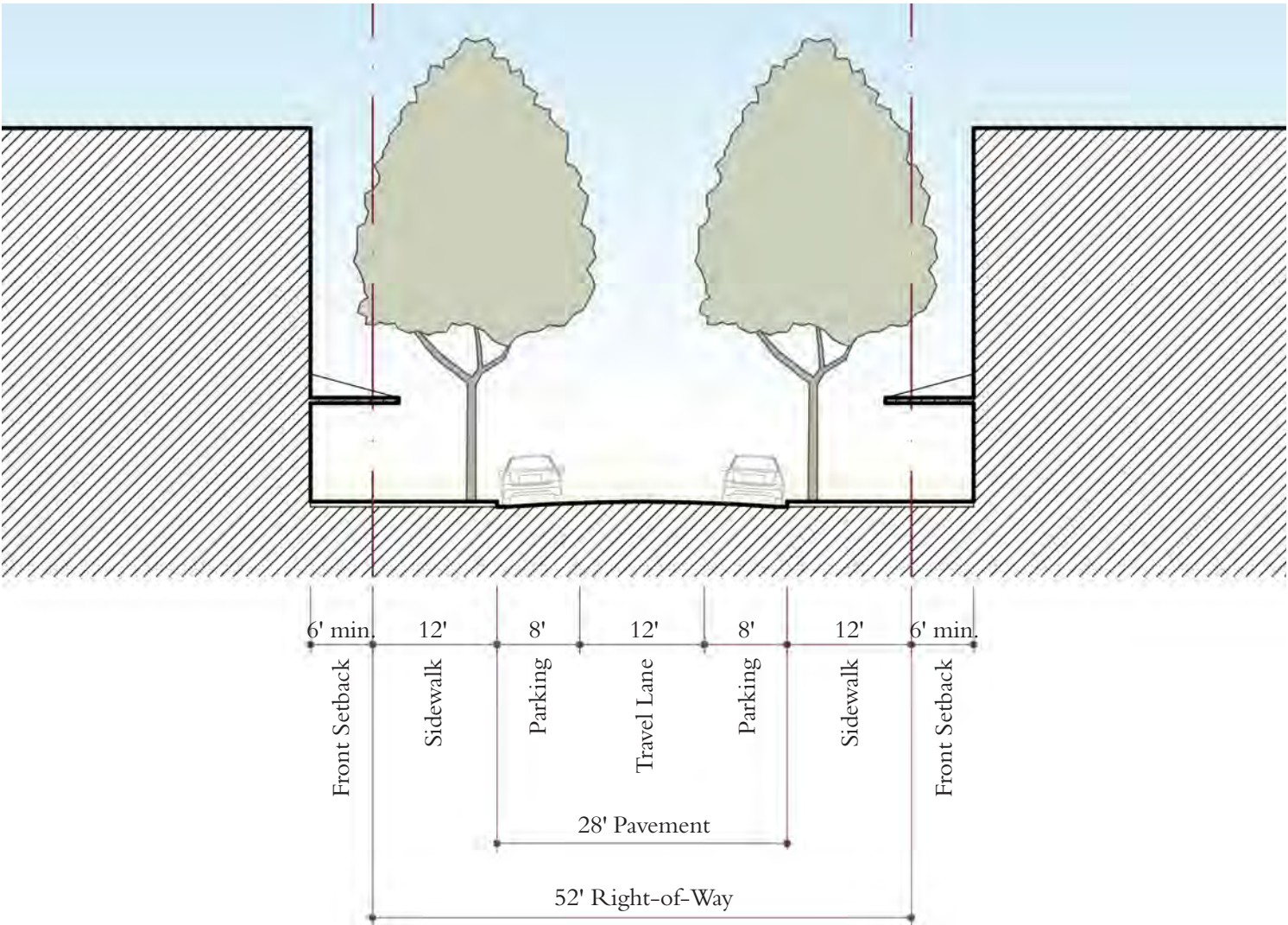
Thoroughfare Type:	Drive	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	Where used as a Collector Street, this Thoroughfare will be paired with a minimum 10-foot trail in the adjacent park..
Vehicular and Fire Apparatus Clear Width:	20 ft.		



ST-46-20

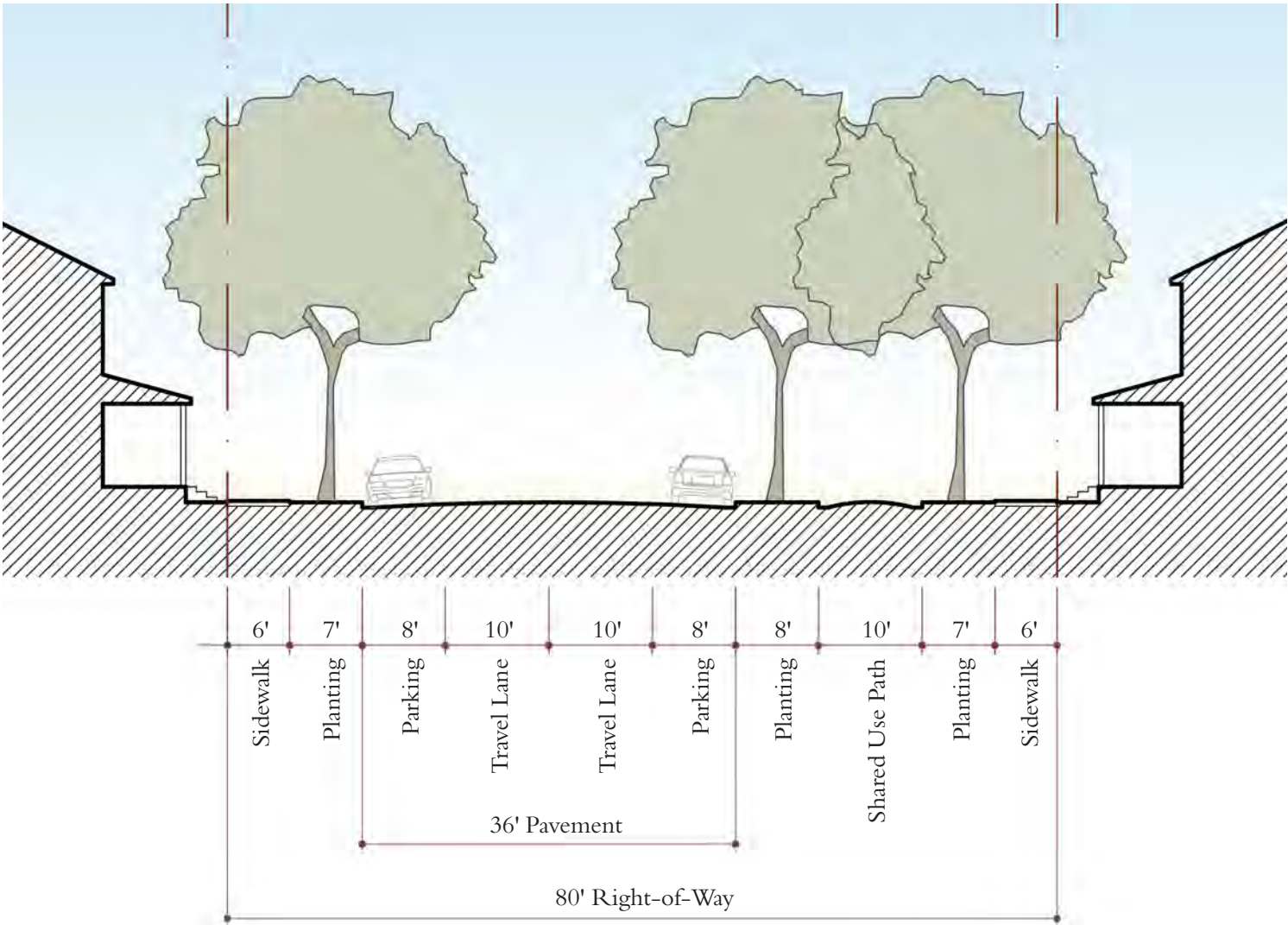
Thoroughfare Type:	Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	1-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	Where used as a Collector Street, this Thoroughfare will be used in opposing pairs separated by a Civic Space.
Vehicular and Fire Apparatus Clear Width:	20 ft.		





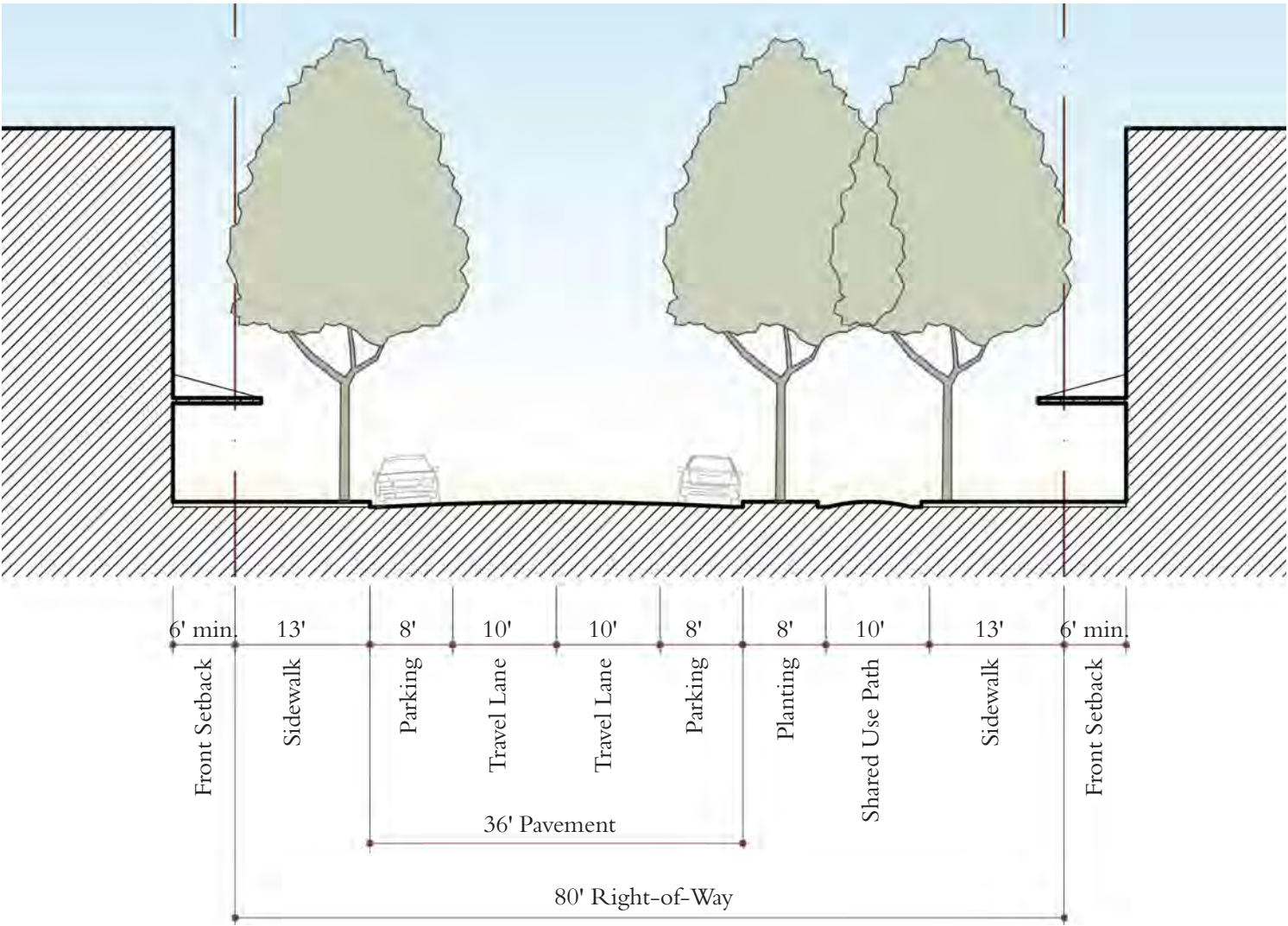
CS-52-28

Thoroughfare Type:	Commercial Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	1-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	Where used as a Collector Street, this Thoroughfare will be used in opposing pairs separated by a Civic Space.
Vehicular and Fire Apparatus Clear Width:	12 ft.		



AV-80-36

Thoroughfare Type:	Avenue	Bicycle Facility:	Shared Use Path
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



AV-80-36-C

Thoroughfare Type:	Avenue	Bicycle Facility:	Shared Use Path
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		

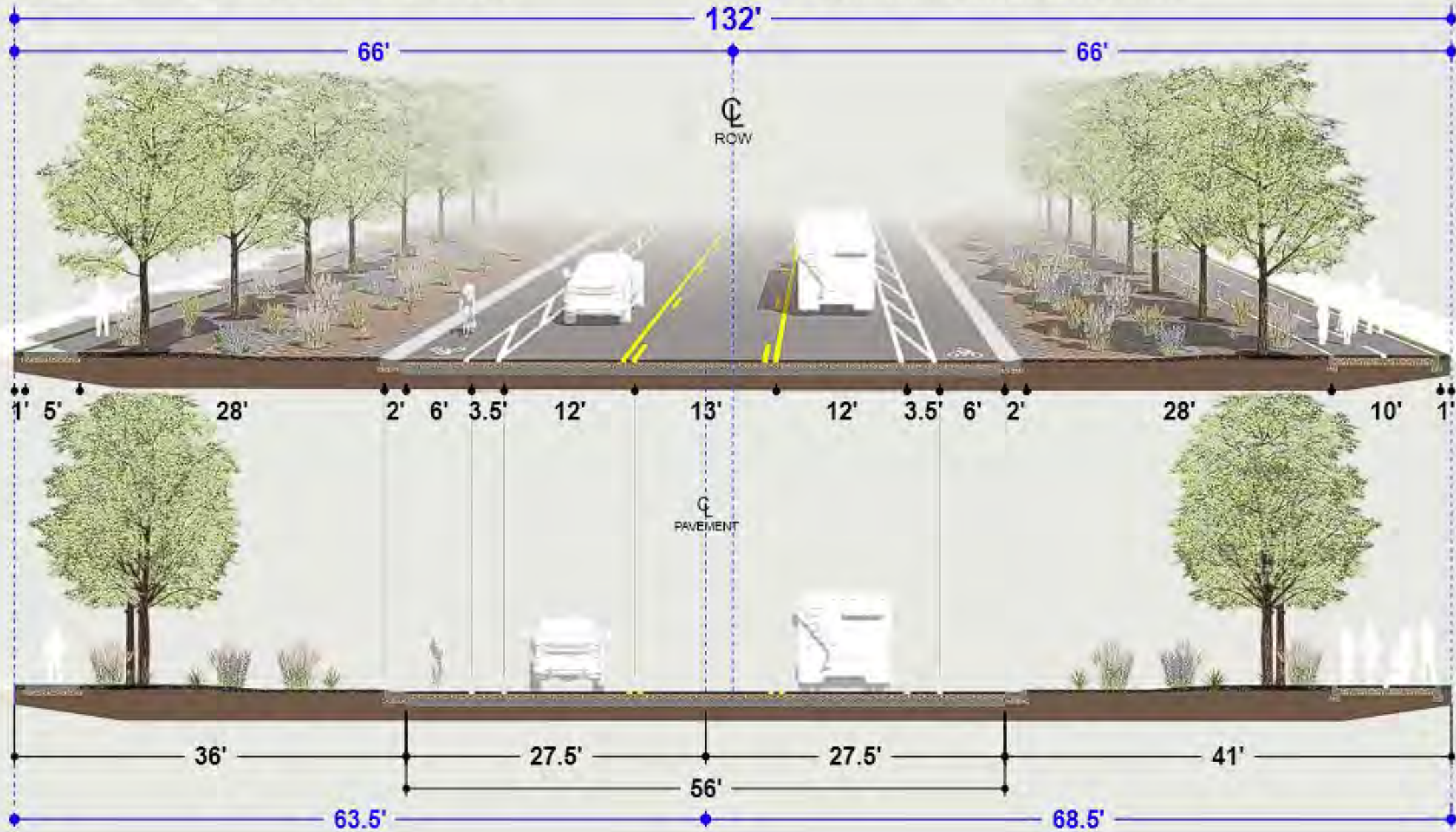


MINOR ARTERIAL 3HS

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

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

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

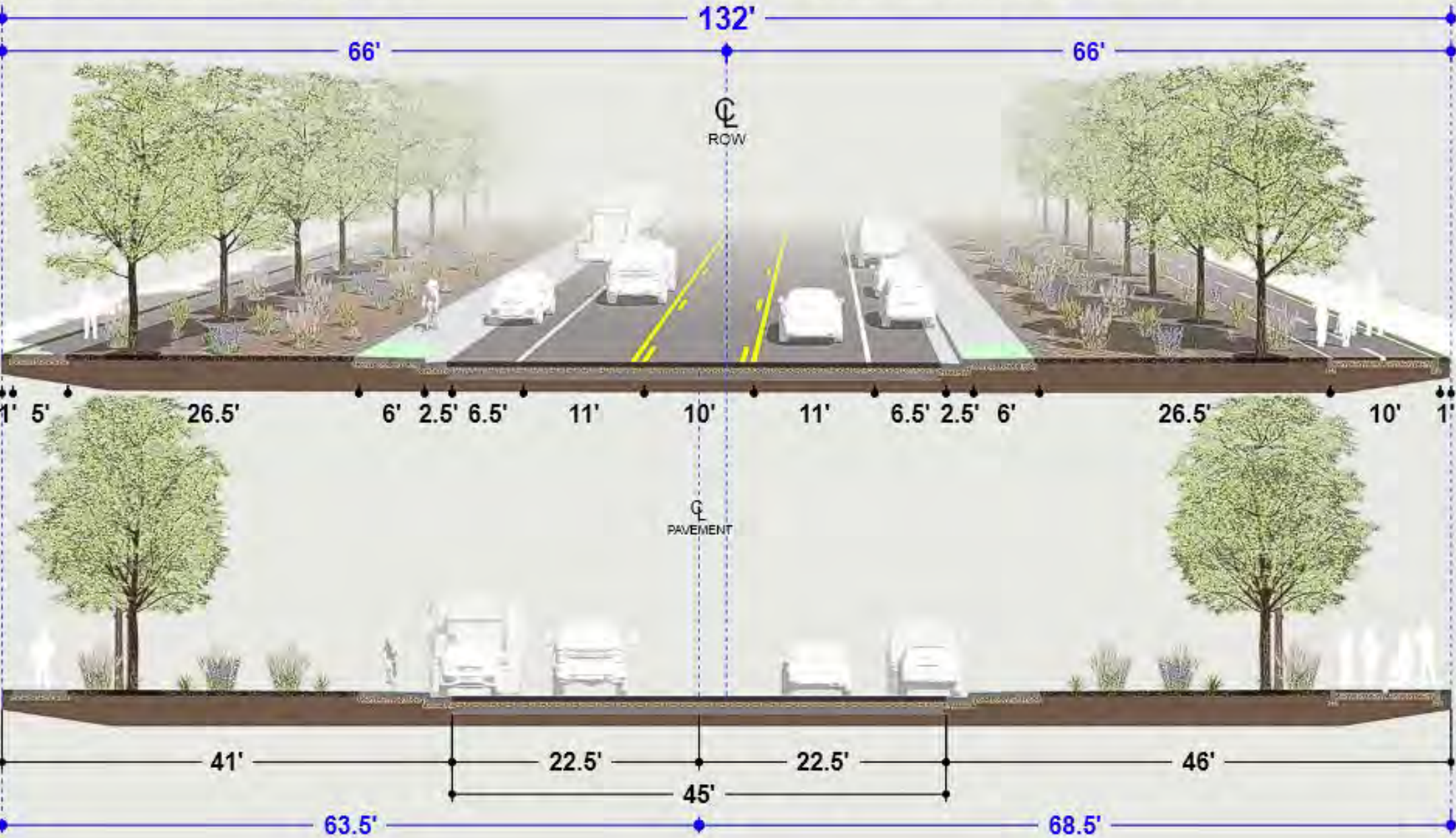


MINOR ARTERIAL 3PC

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

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

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



MINOR ARTERIAL 3P

VEHICLE LANES: 3

INTENDED SPEED: 25-35 MPH

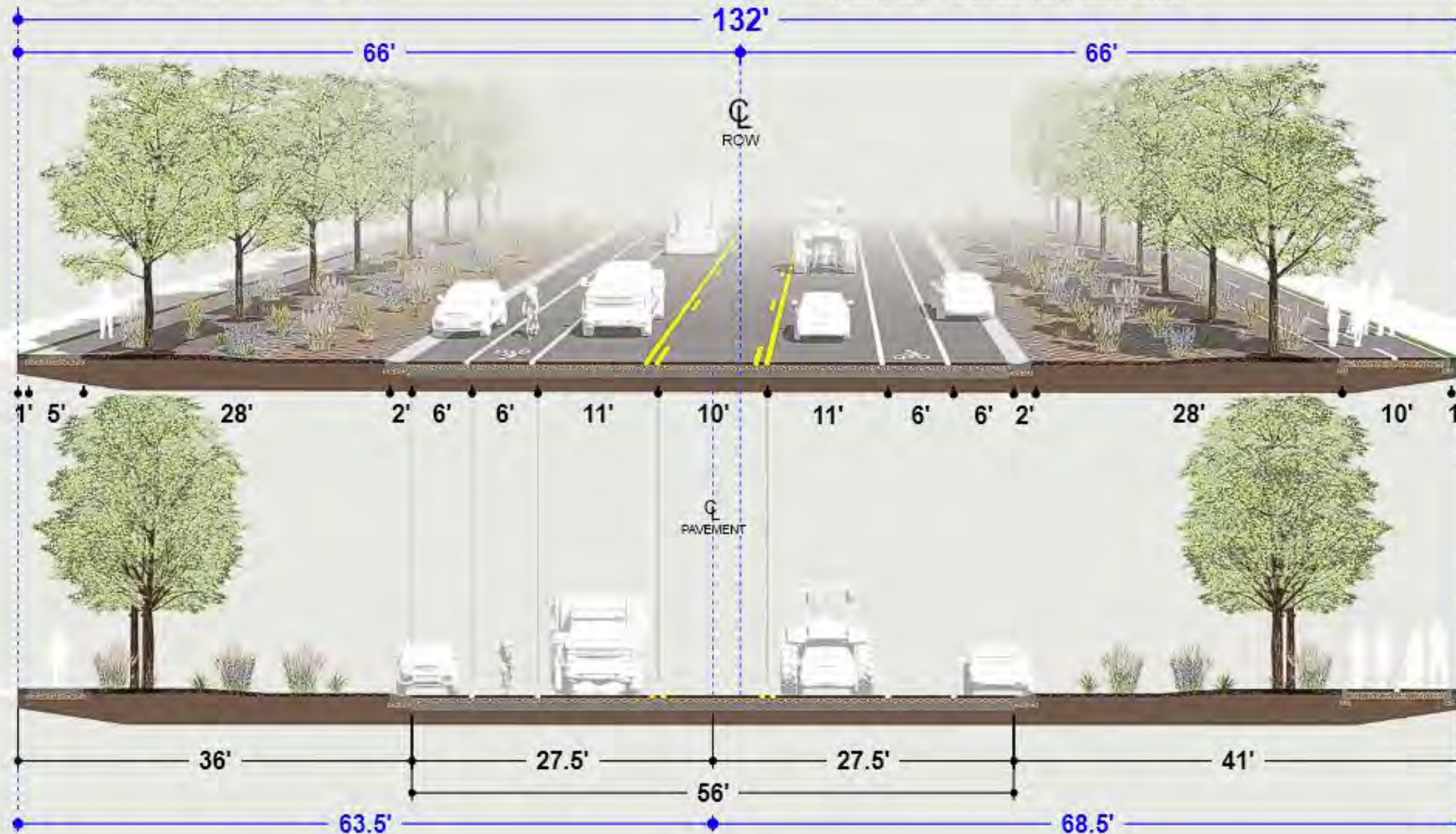
SHOULDER: BIKE LANE, ON-STREET PARKING

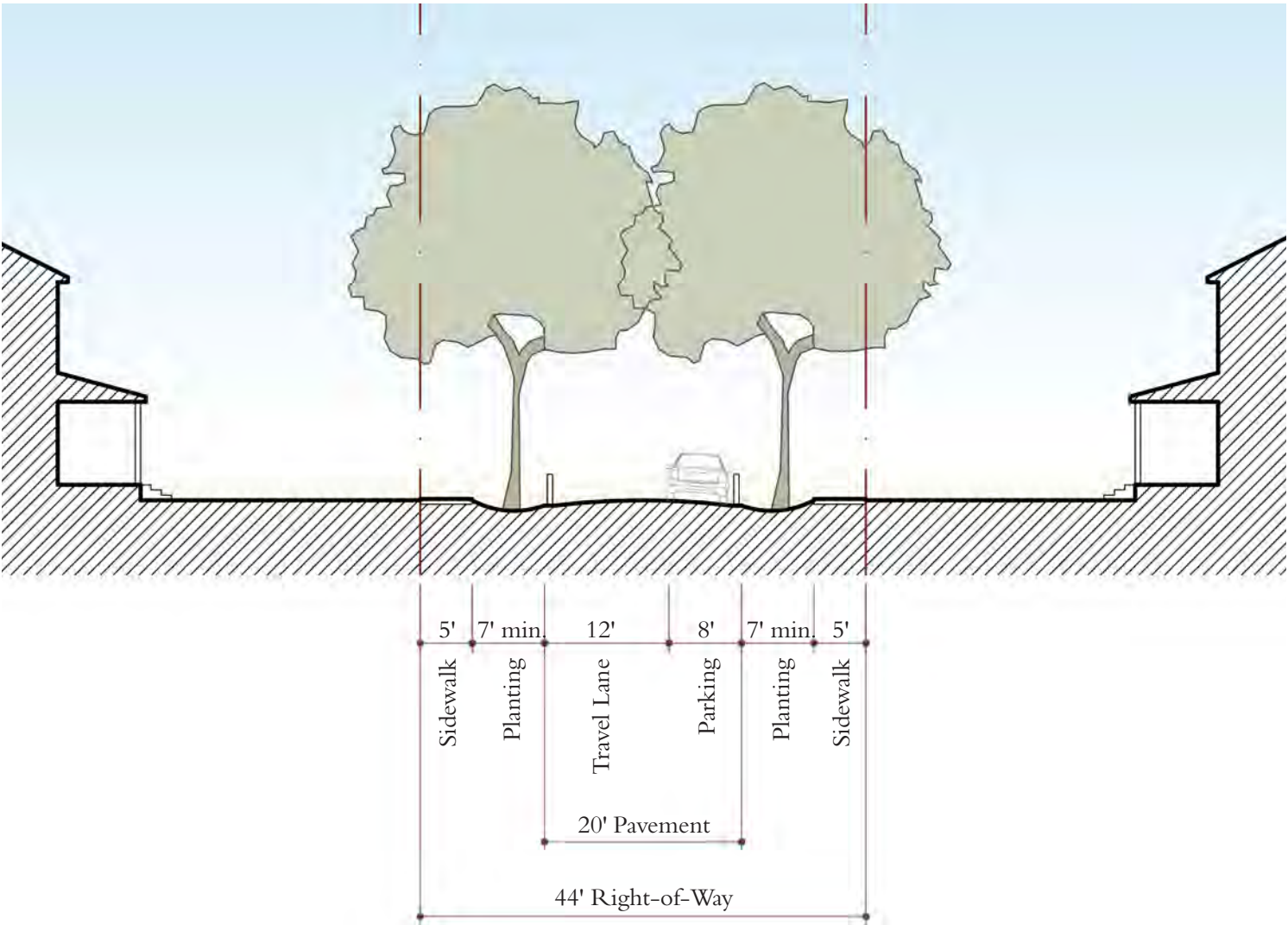
BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.

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

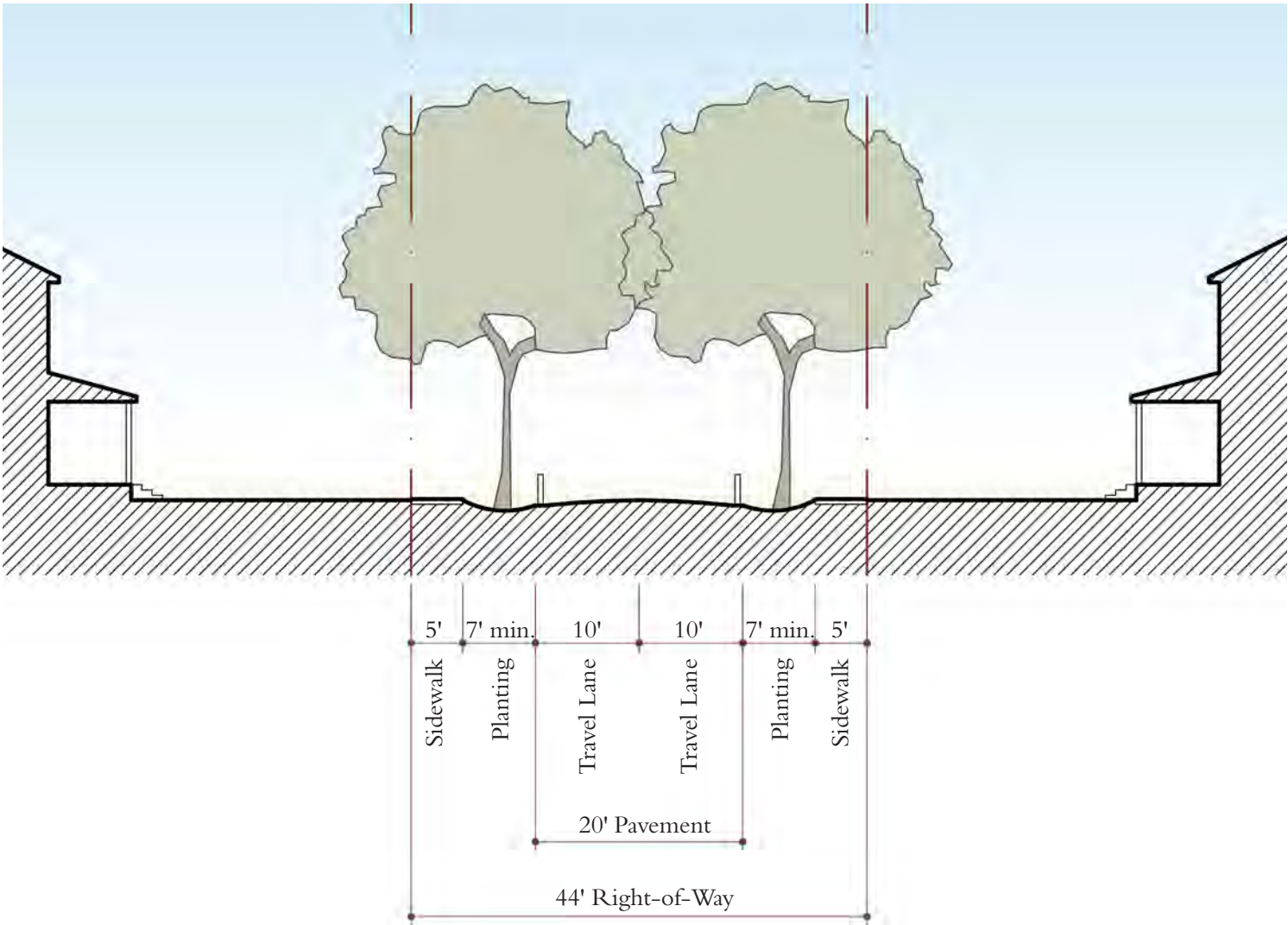
NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.





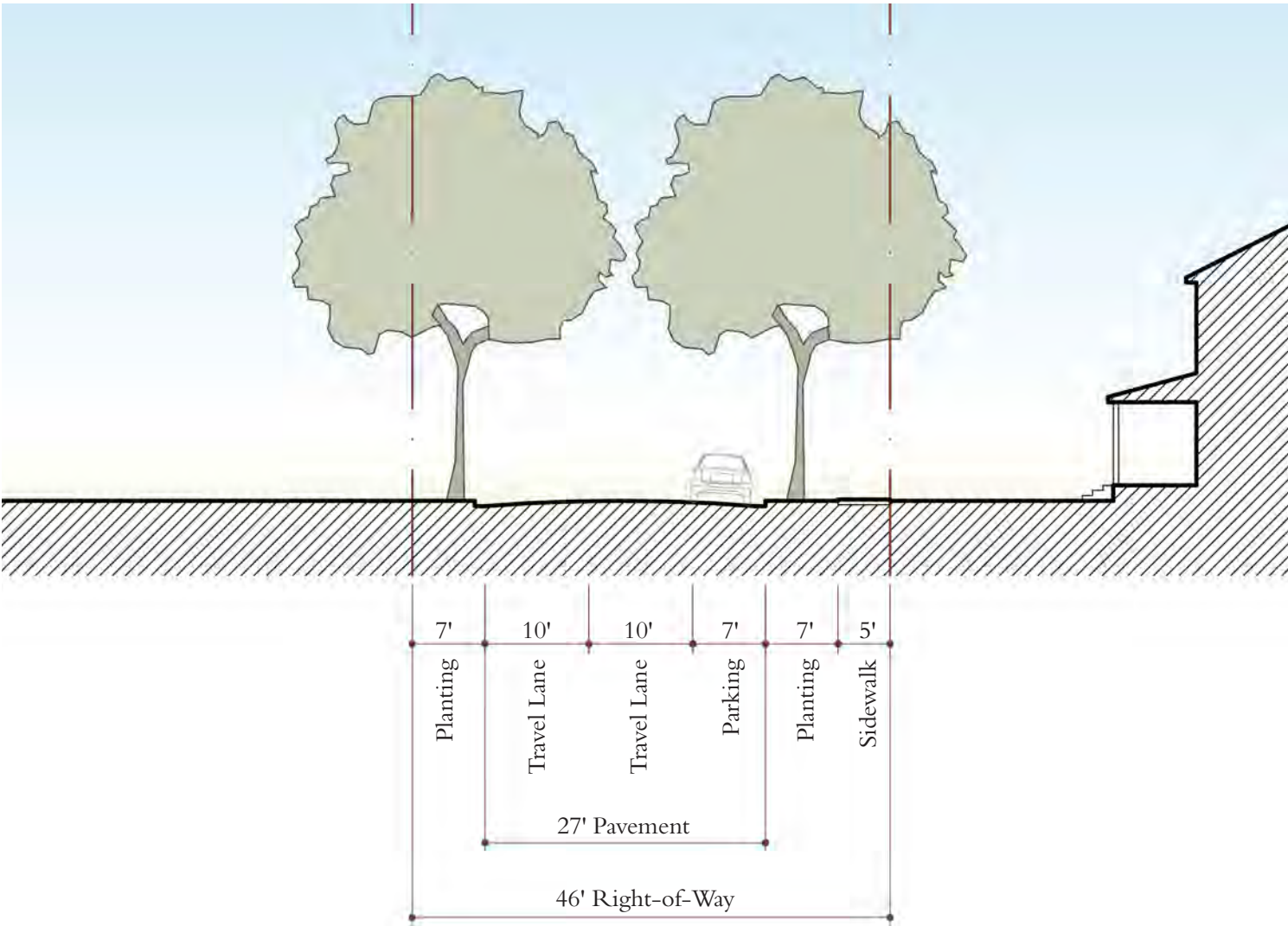
RD-44-20-A

Thoroughfare Type:	Road	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Ribbon or Rolled
Vehicular Movement:	1-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



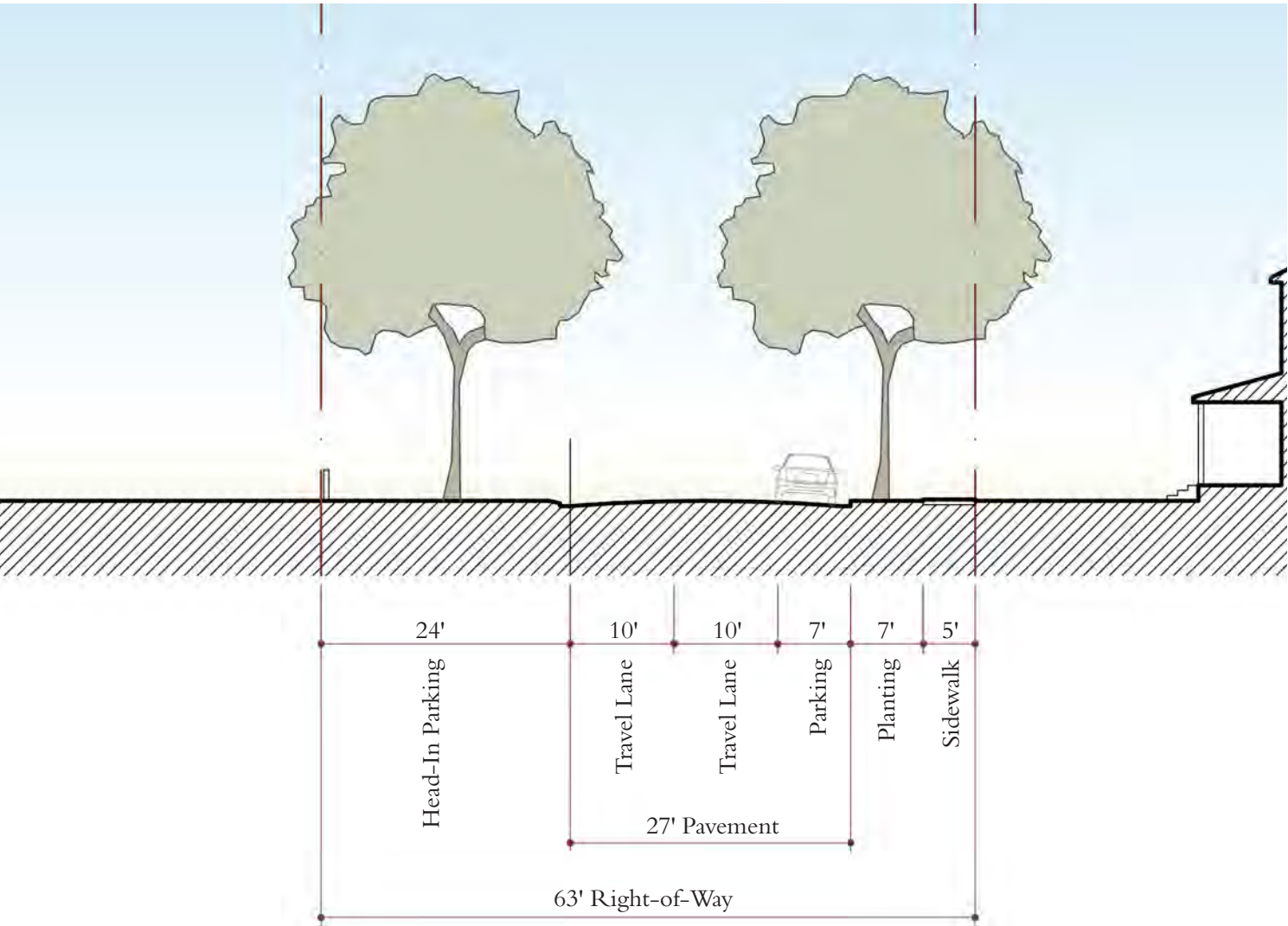
RD-44-20-B

Thoroughfare Type:	Road	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Ribbon or Rolled
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	The travel lanes may also be separated by a planted median of varying width. In this case, the travel lanes will be 12 feet wide.
Vehicular and Fire Apparatus Clear Width:	20 ft.		



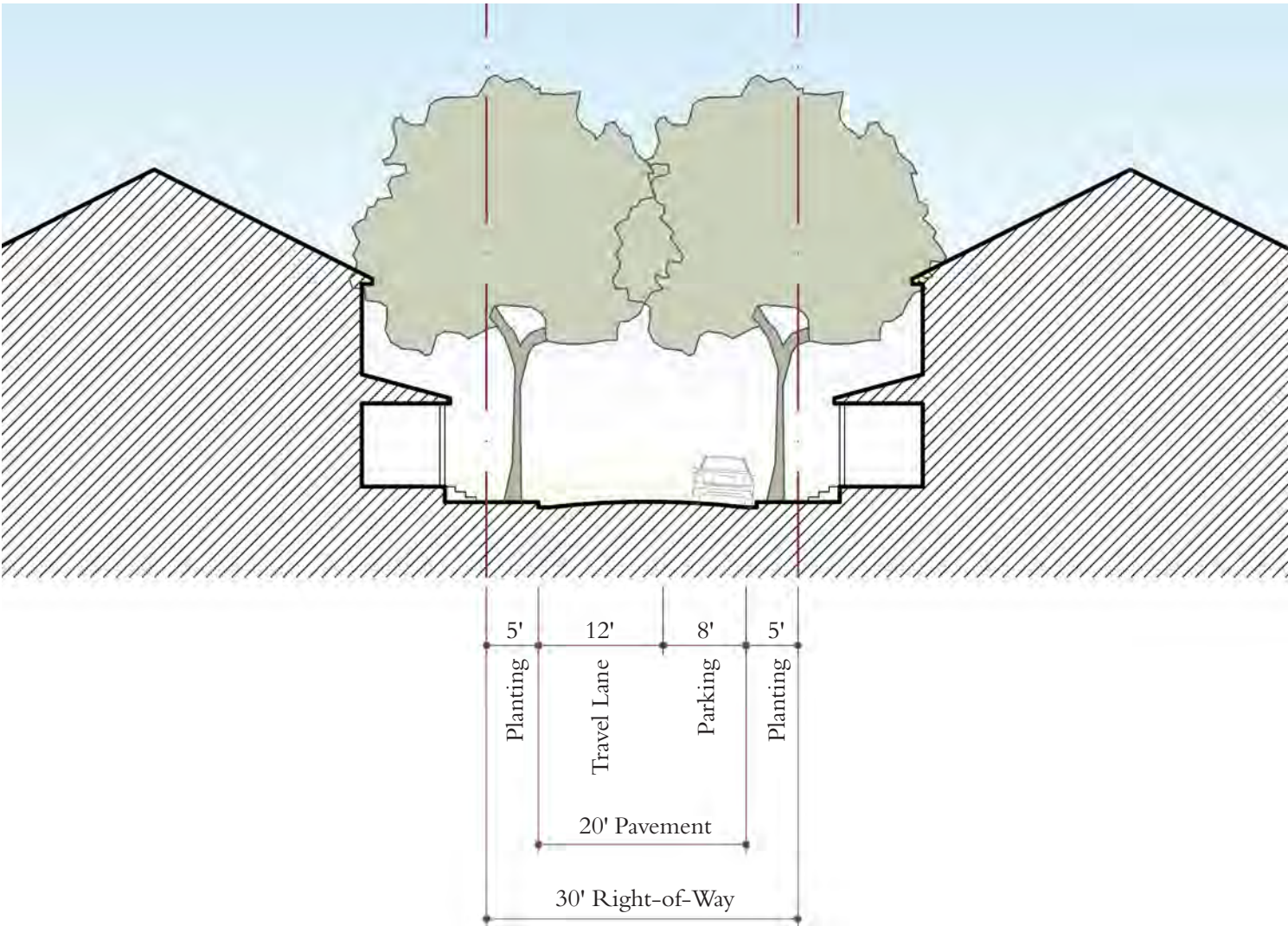
DR-46-27

Thoroughfare Type:	Drive	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



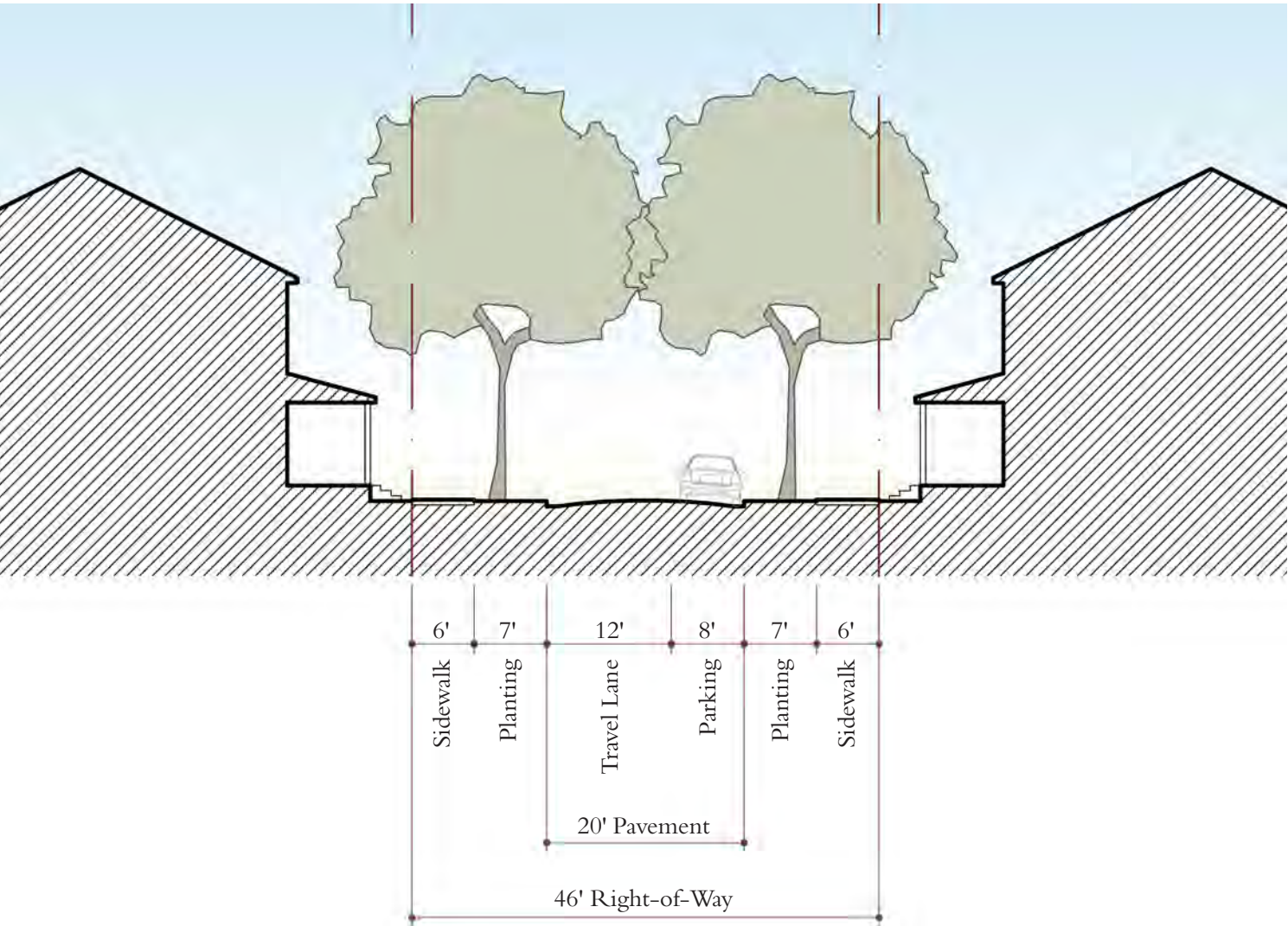
DR-63-27

Thoroughfare Type:	Drive	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Rolled or Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



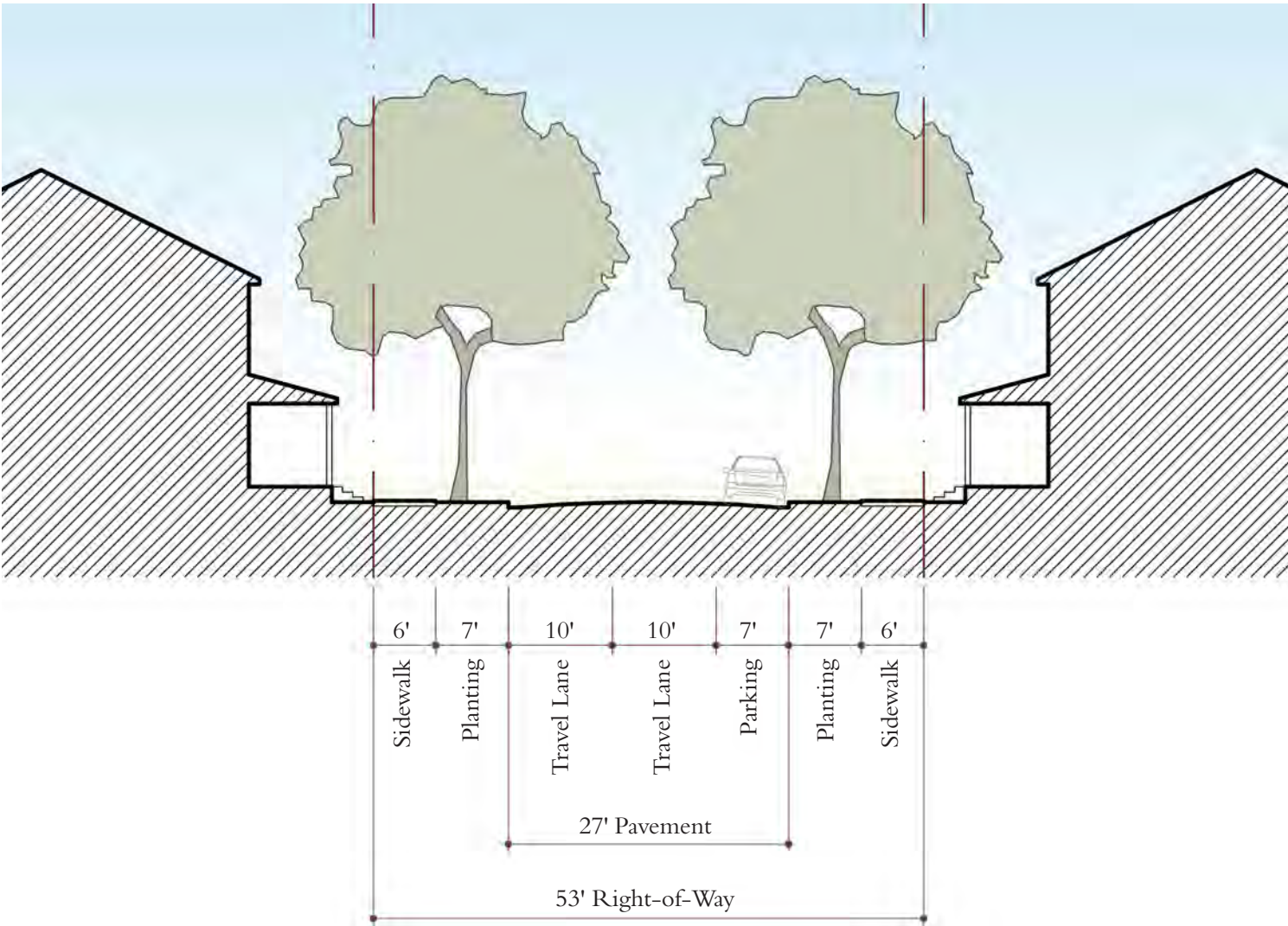
LN-30-20

Thoroughfare Type:	Lane	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



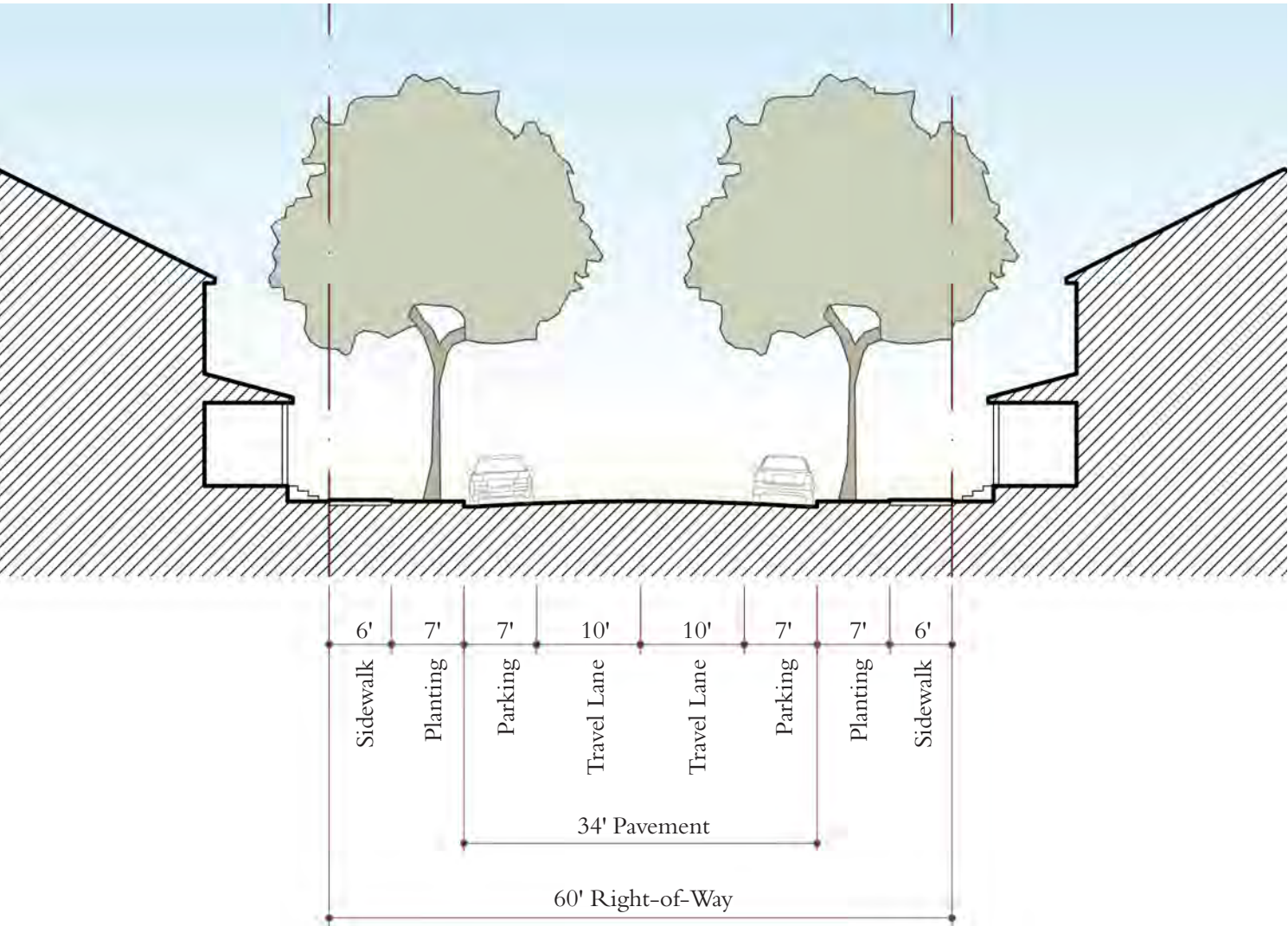
ST-46-20

Thoroughfare Type:	Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	1-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



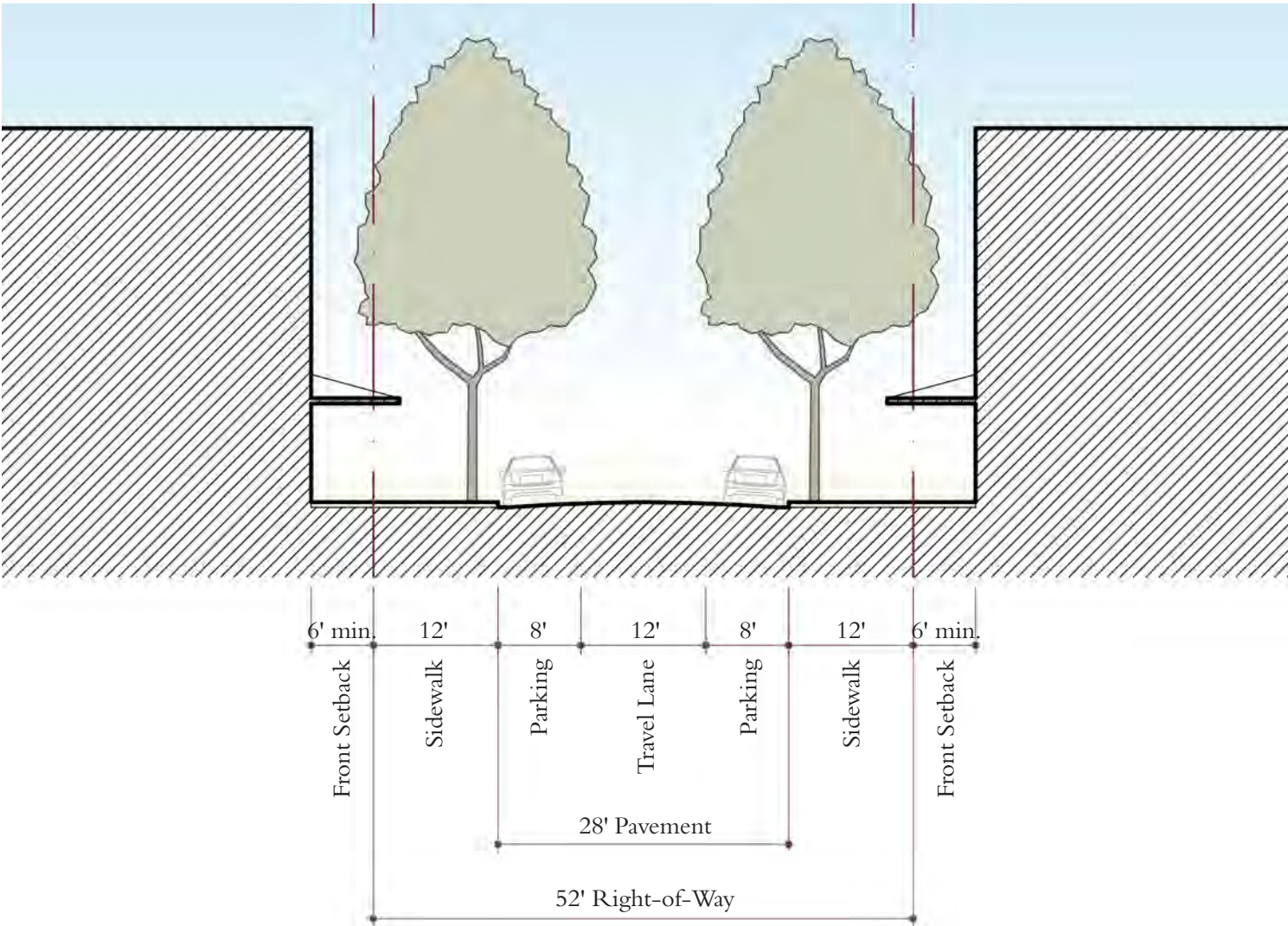
ST-53-27

Thoroughfare Type:	Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



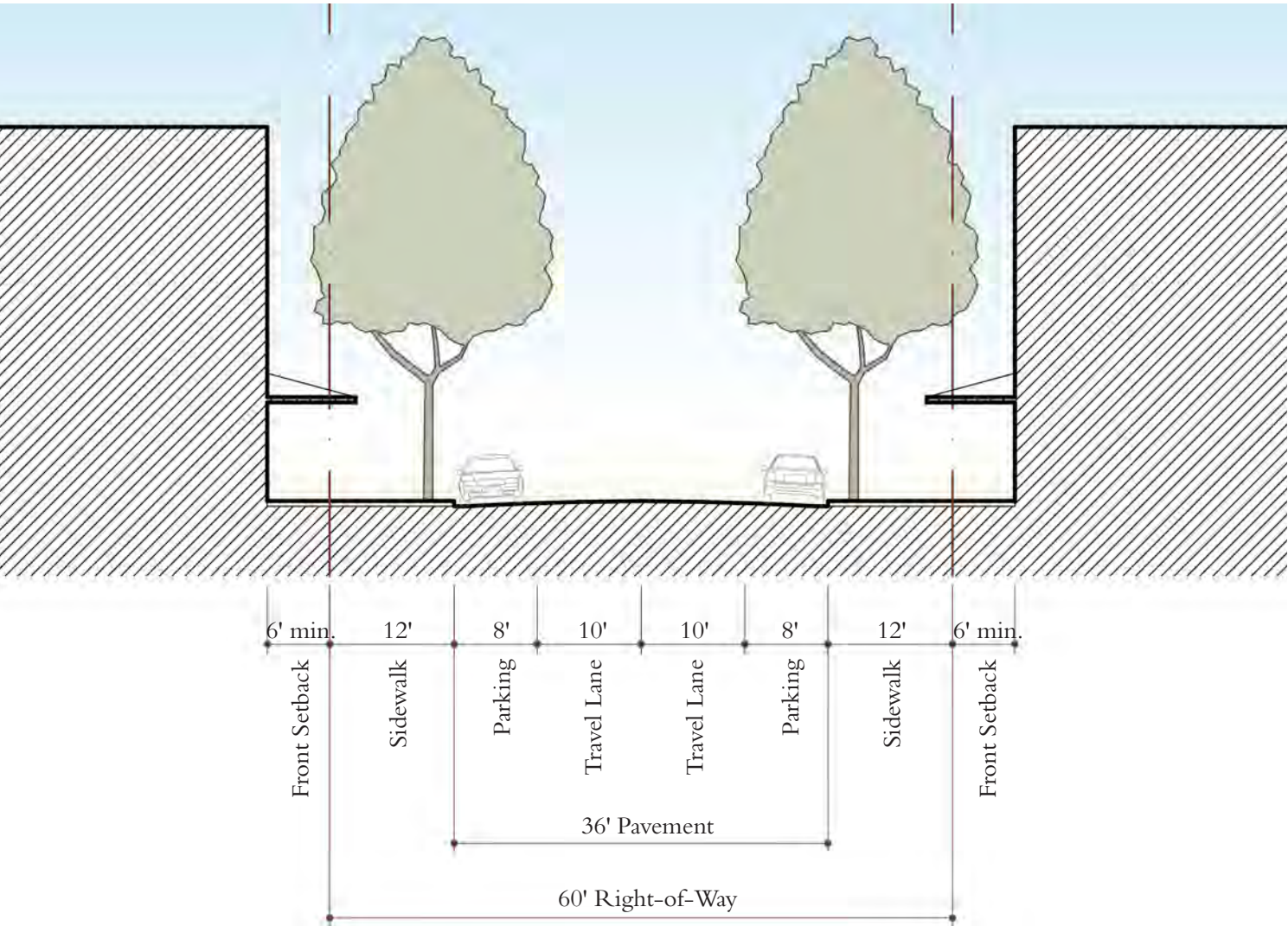
ST-60-34

Thoroughfare Type:	Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



CS-52-28

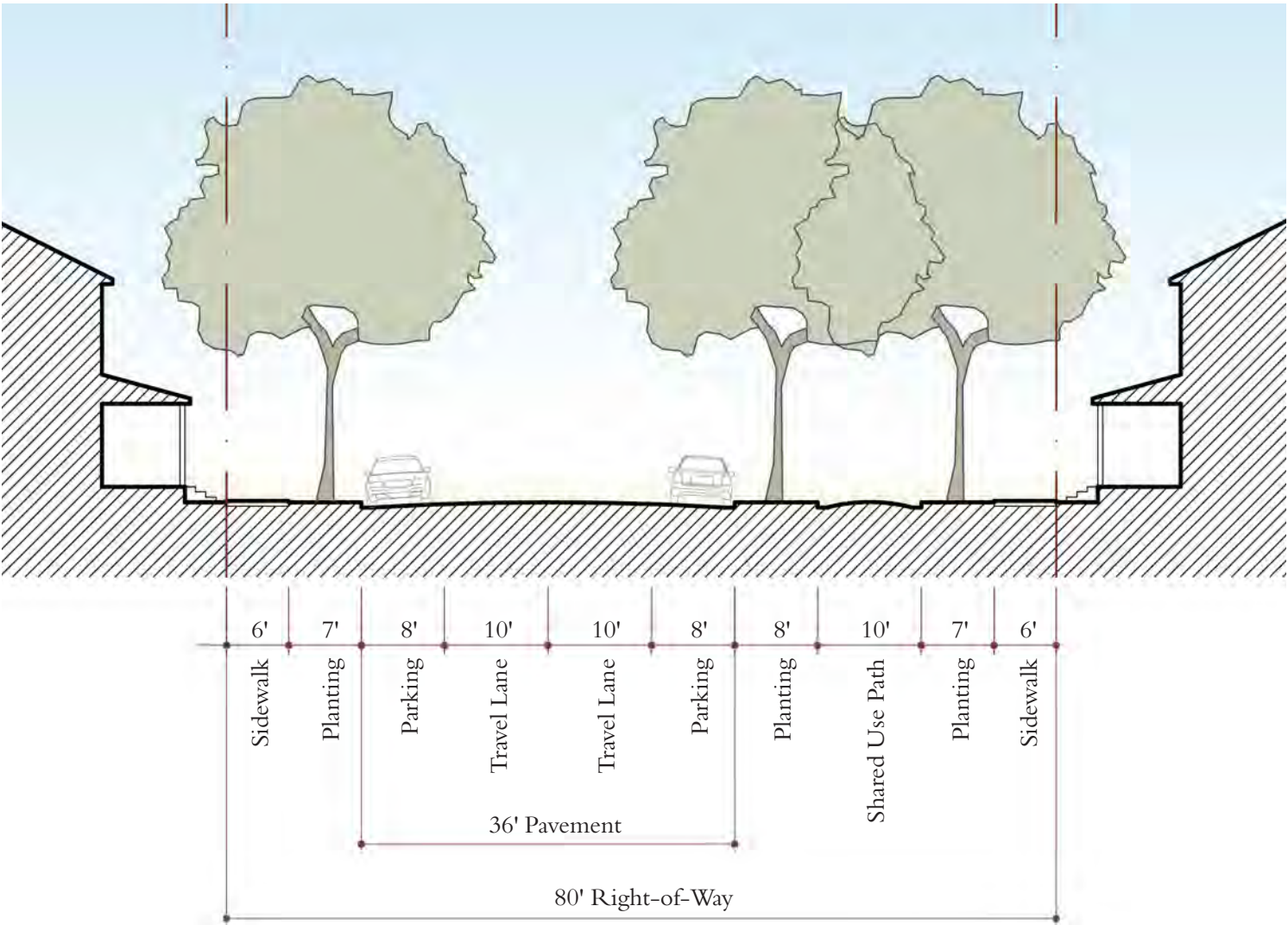
Thoroughfare Type:	Commercial Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	1-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	12 ft.		



CS-60-36

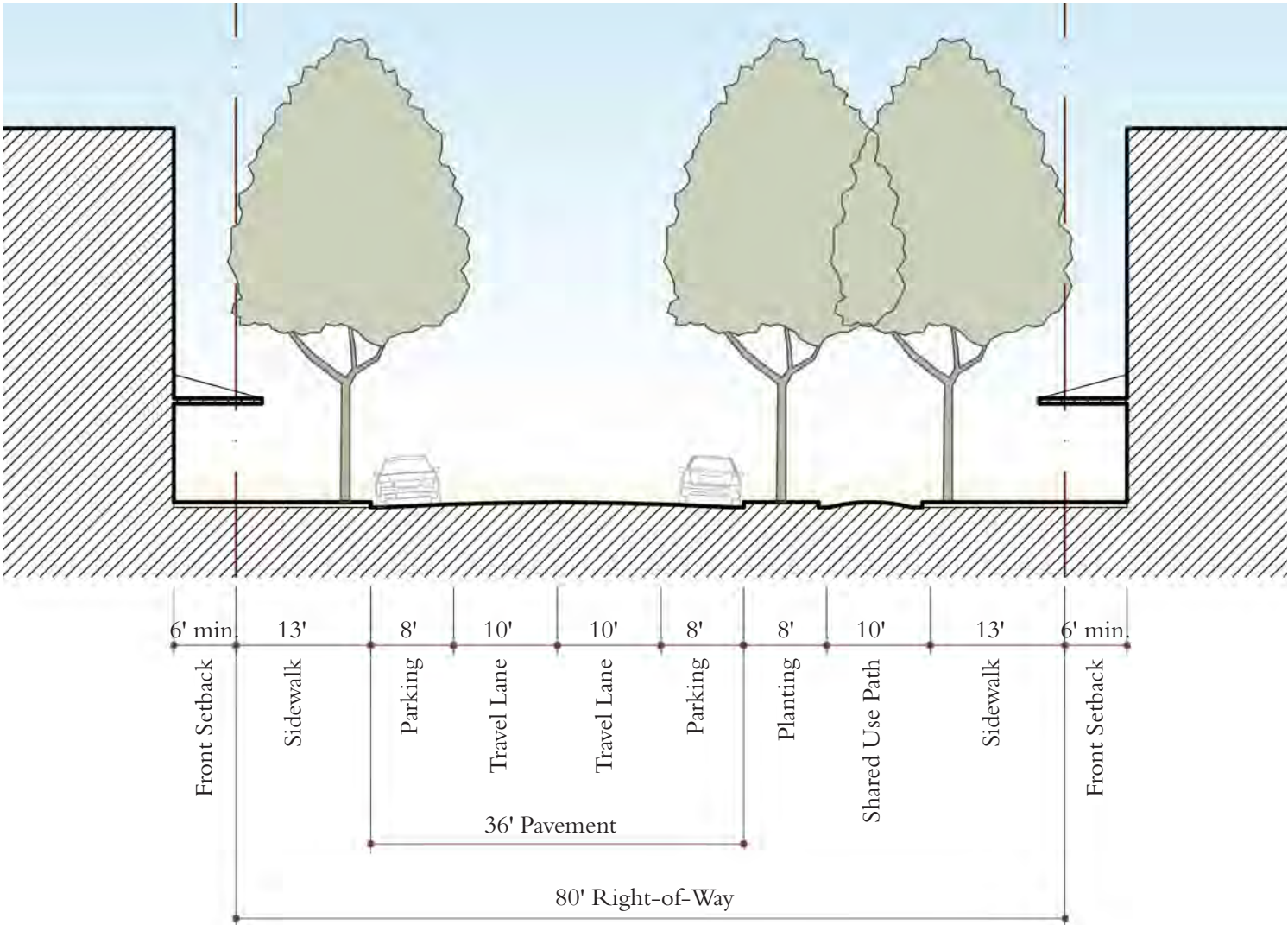
Thoroughfare Type:	Commercial Street	Bicycle Facility:	Shared with Vehicles
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		





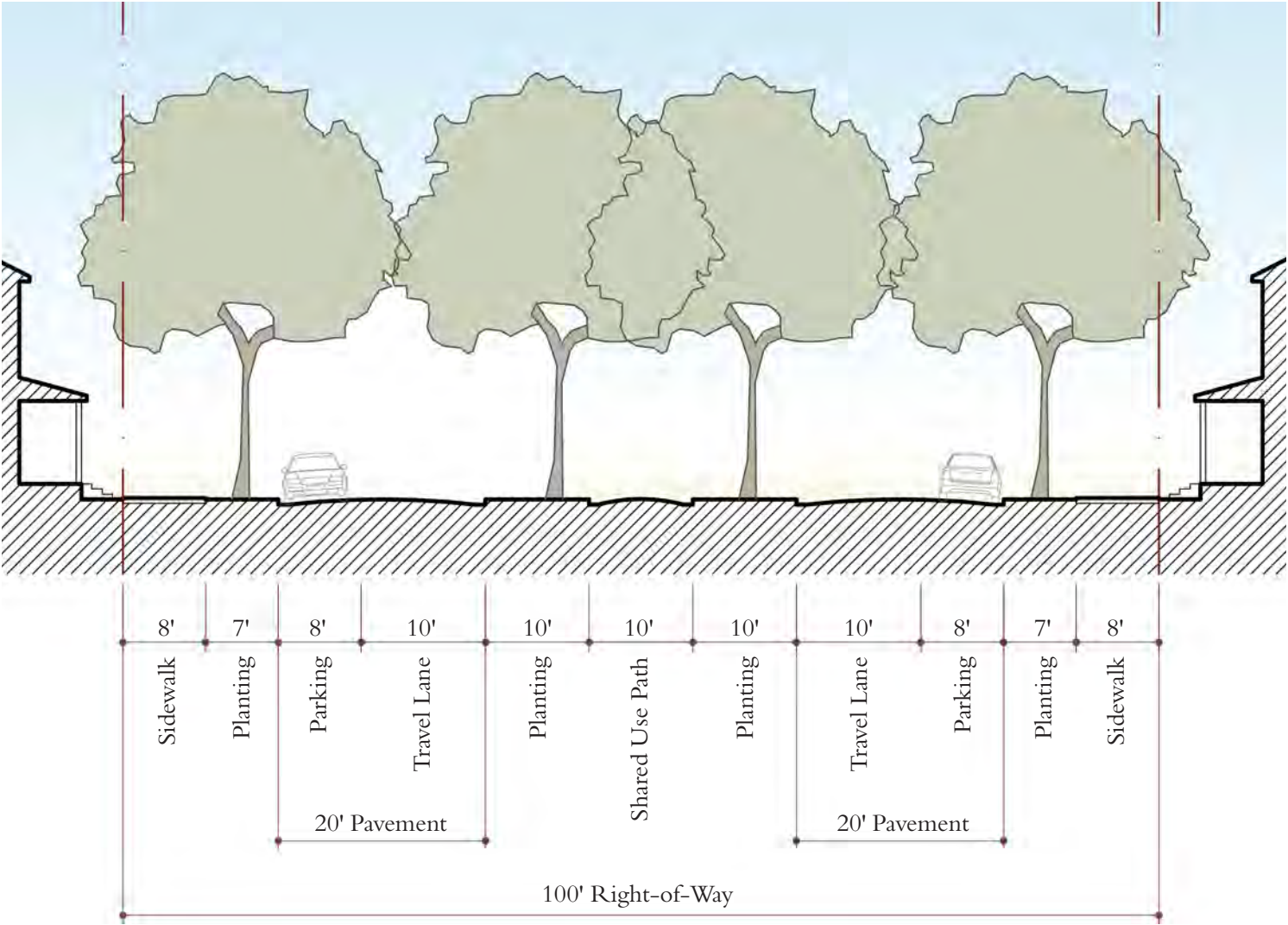
AV-80-36

Thoroughfare Type:	Avenue	Bicycle Facility:	Shared Use Path
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



AV-80-36-C

Thoroughfare Type:	Avenue	Bicycle Facility:	Shared Use Path
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	20 ft.		



BV-100-20-20

Thoroughfare Type:	Boulevard	Bicycle Facility:	Shared Use Path
Ownership:	Public	Curb Type:	Header
Vehicular Movement:	2-way	Typical Utilities:	Sanitary Sewer, Storm Sewer, Water
Design Speed:	20 mph	Notes:	
Vehicular and Fire Apparatus Clear Width:	12 ft.		

DEVELOPMENT REPORT

THIS DEVELOPMENT REPORT is executed and delivered this _____, 20__, by the undersigned "Applicant" and provided to Weber County, a county and political subdivision of the State of Utah ("County") in connection with the "Development Application" submitted simultaneously herewith, and pursuant to Section 8.2.2 of that certain Development Agreement with County, recorded on , as Entry No. _____ in Book _____ at Page ____ of the official records of the _____ Weber County Recorder, State of Utah (as amended, the "Development Agreement"). Capitalized terms used but not defined herein shall have the same meaning as used in the Development Agreement.

A. **Ownership of property that is subject of the Development Application:** _____
_____. This Development Report shall include the consent of the owner of the property that is subject of the Development Application and, if other than Master Developer, a copy of the notice of assignment from the Master Developer to the Applicant.

B. **Total number of Maximum Residential Primary Dwelling Units allowed in the Project:**
_____.

C. **Total number of The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units previously platted within any part of the Project:** _____
_____.

D. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded:** _____
_____.

E. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units proposed in the Development Application:** _____
_____.

F. **The count of Primary Dwelling Units and percentage of the Maximum Residential Primary Dwelling Units remaining to be proposed for development in the Project:** _____
_____.

G. **The count of Open Space (and identifying any Public Park Open Space included therein) included in the Development Application and such Development Application's percentage of total required acreage of Open Space in the Project:** _____
_____.

H. **The count of Primary Dwelling Units included in the applicable Transect District that is the subject of this Development Application:** _____.

Applicant hereby certifies to the County that the above information is true and correct as of the date hereof.

Dated _____, 20__.

APPLICANT:

TRANSFER ACKNOWLEDGEMENT

THIS TRANSFER ACKNOWLEDGEMENT is executed and delivered this _____, 20____, by [Master Developer] ("Developer") and provided to Weber County, a county and political subdivision of the State of Utah ("County").

RECITALS

A. Developer entered into that certain Development Agreement with County, recorded on _____, as Entry No. _____ in Book _____ at Page ____ of the official records of the _____ Weber County Recorder, State of Utah (the "Development Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Development Agreement.

B. The Development Agreement vests the use, configuration, densities, and processes for the Property's development.

C. Pursuant and subject to Section 11.4 of the Development Agreement, Developer may assign or transfer "any of the rights and obligations under this Agreement" and in connection with such a transfer is to provide notice on this form to County.

NOW, THEREFORE, Developer hereby acknowledges that it has transferred and assigned the following rights, obligations, and duties as a developer under the Development Agreement to _____ ("Transferee"), and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations described below:

EXECUTED as of the date first above written.

DEVELOPER:

[Master Developer Entity]

By: _____

Name: _____

Title: _____

TRANSFeree:

By: _____

Name: _____

Title: _____

CERTIFICATE AND NOTICE OF DELIVERY

I certify that the foregoing acknowledgment was delivered to Weber County on this ____ day of _____, 202_ through the following method of delivery _____.

By: _____

Title 104 Zones**Chapter 104-1 In General****Sec 104-1-1 Establishment Of Zones**

For the purpose of this title, the Territory of Weber County to which this title applies is divided into classes of zones as follows:

ZONE DISTRICT	ZONE CATEGORY		ZONE NAME
Gravel Zone	Gravel	G	G
Agricultural Zones	Agricultural	A	A-1
			A-2
			A-3
Forest Zones	Agricultural Valley	AV	AV-3
	Forest Valley	FV	FV-3
	Forest Residential Single-Family	FR	FR-1
	Forest Residential Multi-Family		FR-3
	Forest	F	F-5
			F-10
			F-40
Shoreline Zone	Shoreline	S	S-1
Residential Zones	Residential Estates	RE	RE-15
			RE-20
	Single-Family	R1	R1-5
			R1-10
			R1-12
			R1-15
	Two-Family	R2	R2
	Multi-Family	R3	R3-A
			R3-S
Commercial Zones	Mobile/Manufacturing Home Park	RMH	RMHP
	Manufactured Home		RMH-1-6
	Neighborhood Commercial	C	C-1
	Community Commercial		C-2
	Regional Commercial		C-3
	Neighborhood Commercial Valley	CV	CV-1
Manufacturing Zones	Community Commercial Valley		CV-2
	Manufacturing and Technology	M	M-T

4924-5995-6488

Form-Based Zones	Light Manufacturing		M-1
	Medium Manufacturing		M-2
	Heavy Manufacturing		M-3
	Valley Manufacturing	MV	MV-1
	Form-Based	FB	FB
	Traditional Neighborhood	TN	TN-Bennet
Open Space Zone	Open Space	O	O-1
Overlay Zone	Master Planned Development	MPDOZ	MPDOZ
	Sensitive Lands	SLOZ	SLOZ
	Large Solar Energy System	SOZ	SOZ
Recreation Resort	Commercial Valley Resort Recreation Zone	CVR	CVR-1
	Ogden Valley Destination and Recreation Resort Zone	DRR	DRR-1

...

Chapter 104-49-23 Traditional Neighborhood ~~Zone~~-(TNZ) [Zones](#)

Sec 104-23-1 Purpose and Intent

The purpose of the Traditional Neighborhood ~~Zone~~-(TNZ) [zone](#) is to promote a pedestrian-friendly, master-planned development that blends diverse residential, commercial, civic, and recreational uses. This zone emphasizes fine-grained design with distinct centers and edges, creating vibrant public realms shaped by thoughtful urban planning rather than relying solely on architectural complexity. Development within this zone will incorporate open spaces, recreational components, and well-designed, architecturally integrated structures that are appropriately landscaped and harmoniously buffered from surrounding land uses. This zone aims to balance local context, functionality, and aesthetic beauty to foster thriving, walkable communities through customized development requirements and approach.

Sec 104-49-23-2 Applicability

- Effective date. The effective date of this chapter is [\[\]](#).
- Area of Applicability. The provisions of this Chapter are only applicable to property that has been rezoned to the Traditional Neighborhood ~~Zone~~-(TNZ) [zone](#).
- The minimum area required for an initial rezone to the Traditional Neighborhood ~~Zone~~-(TNZ) [zone](#) shall be four hundred (400) contiguous acres.

Sec 104-49-23-3 Land Use Tables

[The following tables display the uses permitted, conditionally permitted, or not permitted in the Traditional Neighborhood \(TN\) zones. The letter "P" indicates a permitted use in the zones. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4, in the zone. The letter "N" indicates a use that is prohibited in the zone. The letters SP indicate a use that requires a special permit as provided in Section 104-23-4.010. A use listed is a main use unless specifically listed as an accessory use.](#)

Commented [CE1]: Note to PC:

The changes being tracked herein are staff recommended changes to the last version the PC reviewed. They are based on the Planning Commission's most recent work session as either a direct response, or administrative cleanup to format this new zone chapter to substantially reflect the conventions and boiler-plate language of other zone chapters. No substantive changes are intended.

Each of the ~~T2-T1~~ – T5 and ~~SD-1, and SD-2~~ columns included in the ~~land-use~~ tables below reflect the applicable “Transect District(s)” that are determined or identified, and that may be established, by the development agreement required pursuant to Section 104-40~~23~~-8. ~~References in the land-use table below to “Weber Corridor” shall be synonymous with “Weber River Corridor” that is determined or identified, and that may be established, by the development agreement required pursuant to Section 104-40-8.~~

Sec 104-22-3.010 Accessory Uses

An accessory use is prohibited unless located on the same lot or parcel as the main use to which it is accessory.	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Accessory building. A building that is accessory and incidental to the use of a main building.	N	P	P	P	P	P	P
Accessory dwelling unit. A living unit that is accessory to a primary dwelling unit.	N	P	P	P	P	P	P
Accessory use. A use that is accessory and incidental to the main use.	P	P	P	P	P	P	P
Agricultural hobby farm. A small-scale farm that is primarily for personal enjoyment and pleasure, rather than as a business.	N	P	P	P	P	N	P
Bar. A bar or any other establishment where the primary purpose is the sales and onsite consumption of alcoholic beverages.	N	P	P	P	P	P	P
Family food production. Family food production as an accessory use to a single-family dwelling residential use.	N	P	P	P	P	N	P
Home occupation. A home occupation that is accessory to a residential use.	N	P	P	P	P	P	P
Parking lot. A parking lot that is accessory to a main use allowed in the zone.	N	P	P	P	P	P	P
Produce stand. For produce grown on the premises only.	SP	P	P	P	P	P	P
Temporary building or use. A temporary building or use that is accessory and incidental to onsite construction work.	SP	P	P	P	P	P	P
Vendor, short term. The siting of a temporary vendor booth or vehicle for the sales products, food, or other items.	SP	P	P	P	P	P	P

Commented [CE2]: The typical convention for transect districts is to provide a T1 through T(x) district, with T1 being natural and/or open and the higher T(x)s being more urbanized. The originally proposed zone, based on the applicant’s site-specific proposal, did not initially contain a T1. After the PC’s more comprehensive review and adjustments it seems now that the Weber River Corridor is substantially the same thing as a traditional T1 district. Staff suggests updating as provided here – which will enable further use of the TN for other future master planned development projects.

Sec 104-22-3.020 Agricultural And Open Space Uses, Generally

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Agriculture. Agriculture as a use of the property.	N	P	P	N	N	N	P
Wildlife sanctuary. A wildlife sanctuary. (min. 5 acres)	SP	P	P	P	P	N	P

Commented [CE3]: Need a sentence that explains what this means.

Agri-tourism. An agri-tourism use. <i>(min. 5 acres)</i>	N	P	P	P	P	N	P
Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation.	SP	P	P	P	P	N	P
Fruit and vegetable storage and packing plant, for produce grown on premises.	SP	P	P	P	P	P	P

Sec 104-22-3.030 Agricultural Uses, Animal Oriented

<i>The following are animal-related uses that do not and shall not typically generate customer-oriented traffic to the lot or parcel.</i>	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Animal Grazing. The pasturing or ranging of animals for the purpose of grazing at an animal density that does not exceed the land's ability to perpetually sustain vegetation for grazing during the normal growing season.	N	P	P	N	N	N	P
Apiary. The keeping of bees.	N	P	P	N	N	N	P

Sec 104-22-3.040 Amusement, Entertainment, And Recreation Uses

<i>The following are uses oriented toward providing amusement or entertainment for patrons.</i>	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Amphitheater. An outdoor open-air amphitheater with raising rows of spectator seating used for entertainment and performances.	P	P	P	P	P	P	P
Entertainment facility, indoor. An indoor facility providing entertainment for a fee, including such activities as dance halls, theatrical productions, bands, orchestras, and other musical entertainment; bowling alleys and billiard and pool establishments; rinks and racetracks; mini-golf course; coin or bill operated devices; sports, athletic, fitness, gymnasium, and health facilities; membership sports, athletic, fitness, gymnasium, health facilities, swimming pools, riding academies, expositions, and game parlors.	N	P	P	P	P	P	P
Entertainment facility, outdoor. An outdoor facility providing entertainment for a fee, including the same or similar activities as an indoor entertainment facility, and also including commercial facilities such as an arena; horse rides; tubing hill, or court or field sport-oriented complex.	SP	C	C	C	C	C	C
Amusement park, temporary. An amusement park, circus, petting zoo, pony ring, or carnival that is conducted or no longer than one month.	N	P	P	P	P	P	P

Campgrounds or picnic areas, commercial. A commercial campground or picnic area. (min. 3 acres)	SP	P	P	P	P	N	P
Private park, playground or recreation area, noncommercial. A private park charging no fee or remuneration for use.	N	P	P	P	P	P	P
Public park, recreation grounds. Recreation grounds that are owned and operated by a public entity.	P	P	P	P	P	P	P
Recreational resort. A planned development which may consist of a combination of short-term rental lodging facilities and/or rental units and/or owner occupied dwelling units, and may include such support facilities as restaurants, gift shops, and personal service facilities (e.g., beauty shop, barbershop, boutique, massage salon), the development of which is designed around a recreational theme and shall offer a variety of outdoor and/or indoor recreation facilities and activities on-site which are designed to attract vacationers as a site destination because of the recreational attractions, both on- and off-site, as well as offering an attractive, vacation-type atmosphere.	N	P	P	P	P	P	P
Swimming pools, private. A private swimming pool.	N	P	P	P	P	P	P
Trails. Trails for skiing, equestrian uses, hiking, biking, and similar.	P	P	P	P	P	P	P

Sec 104-22-3.050 Animal Services And Uses

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Animal groomery, small animal. Grooming for small animals.	N	P	P	P	P	P	P
Dog or cat facility. Dog or cat breeding, kennels, lodging, or training school.	N	C	C	C	C	C	C
Horse or equestrian event center. A horse or equestrian event center, including indoor concessions as an accessory use. (min. 1 acre)	SP	P	P	P	P	P	P
Horse or equestrian training facility and stabling, commercial. A commercial equestrian training facility or horse stable. (min. 1 acre)	N	P	P	P	P	P	P
Stable for horses, noncommercial. Horses shall be for noncommercial use only. (min. 1 acre)	SP	P	P	P	P	P	P
Stray animal shelter. A shelter for stray, lost, or seized animals.	N	C	C	C	C	C	C
Veterinary facility. Veterinary facility.	N	C	C	C	C	C	C

Sec 104-22-3.060 Food, Beverage, And Other Product Sales For Human Consumption

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD- 1	SD- 2
Alcoholic beverage production. The production, manufacturing, brewing, and wholesale sales of alcoholic beverages.	N	N	P	P	P	P	P
Bakery, delicatessen, or catering, large. Bakery or other food preparation services primarily intended for offsite consumption.	N	N	P	P	P	P	P
Bakery, delicatessen, or catering, small. Bakery or small-batch food processing and retail sales of goods produced on premises. Offsite catering allowed as an incidental and accessory use.	N	N	P	P	P	P	P
Butcher or other custom meat products, large. A shop in which meats are cut, prepared, cured, smoked, or wrapped for the purpose of sales onsite. (no slaughtering)	N	N	P	P	P	P	P
Butcher or other custom meat products, small. A shop in which meats are cut, prepared, cured, smoked, or wrapped for the purpose of sales onsite. (no slaughtering)	N	N	P	P	P	P	P
EATING AND DRINKING ESTABLISHMENTS FOR PRODUCTS PRIMARILY FOR ONSITE CONSUMPTION							
Bar. A bar or any other establishment where the primary purpose is the sales and onsite consumption of alcoholic beverages.	N	P	P	P	P	P	P
Brewery or distillery with restaurant. A brewery or distillery in conjunction with a restaurant.	SP	P	P	P	P	P	P
Restaurant with drive-up window. Restaurant, all food types, with drive-up windows.	N	N	P	P	P	P	P
Restaurant. Restaurants, all food types, excluding those with drive-up windows.	SP	P	P	P	P	P	P
RETAIL FOOD AND DRUG SALES OF PRODUCTS PRIMARILY FOR OFFSITE CONSUMPTION							
Candy or confectionary store. The sales of candy, sweets, snacks, and small batch bakery goods and desserts.	N	P	P	P	P	P	P
Drugstore or pharmacy. A drugstore or pharmacy.	N	N	P	P	P	P	P
Grocery store. A grocery store, including a store that specializes in the sales of any type of food normally found in a grocery store.	N	N	P	P	P	P	P
Produce stand, commercial. A commercial produce stand intended for the sales of agricultural products.	SP	P	P	P	P	P	P

Sec 104-22-3.070 Government And Institutional Uses

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Cemetery. A cemetery.	N	P	C	C	C	N	C
Convalescent, rest home, or sanitarium. An establishment for long-term medical treatment of people.	N	N	P	P	P	P	N
Child daycare. A daycare center operating in compliance with State regulation.	N	N	P	P	P	P	P
Civic. A use related to a governmental entity.	N	N	P	P	P	P	P
Fire station. A fire and emergency medical service station.	N	N	P	P	P	P	N
Governmental offices. The offices of a governmental entity.	N	N	P	P	P	P	P
Instructional facility. A facility in which instructional lessons are taught, such as a school or education center.	N	N	P	P	P	P	P
Medical facility. A facility, such as a hospital or surgery center, that provides medical services that are typically unavailable from a medical or dental office.	N	N	P	P	P	P	P
Museum or art gallery. A museum, art gallery, or similar space for historical or educational displays.	SP	P	P	P	P	P	P
Post office. A post office.	N	N	P	P	P	P	P
Preschool. A preschool operating in compliance with State regulation.	N	N	P	P	P	P	P
Private recreation or community center. A recreation or community center owned and operated by a private entity.	SP	P	P	P	P	P	P
Public library. A library owned and operated by a governmental entity.	N	N	P	P	P	P	P
Public park. A public park and related recreation grounds and associated buildings and structures.	P	P	P	P	P	P	P
Public recreation or community center. A recreation or community center owned and operated by a public entity.	SP	P	P	P	P	P	P
Public schools. A public school or a private educational facility having a curriculum similar to that ordinarily given in public schools.	N	N	P	P	P	P	P
Public storage facilities. Storage facilities used by a governmental entity.	N	N	P	P	P	P	P
Visitor's center. A tourism visitor's center or offices.	SP	P	P	P	P	P	P
Worship facility. A church, synagogue or similar building used for regular religious worship.	N	P	P	P	P	P	P

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Sec 104-22-3.080 Office Uses

	Transect Districts					Special Districts	
	<u>T1</u> Weber River	T2	T3	T4	T5	SD-1	SD-2
Agency. An agency for real estate, travel, property rental or management, insurance, detective, employment, or similar based on frequency of visiting clientele.	N	N	P	P	P	P	P
Bank or financial institution. A bank or other financial institution.	N	N	P	P	P	P	P
Medical or dental office. A medical or dental office for routine out-patient care.	N	N	P	P	P	P	P
Office, generally. Office or studio space for office or studio uses not otherwise listed herein, in which goods or merchandise are not commercially created, exchanged or sold, and that operates with typical office equipment in a relatively quiet and nonintrusive manner.	N	N	P	P	P	P	P

Sec 104-22-3.090 Residential Uses

	Transect Districts					Special Districts	
	<u>T1</u> Weber River	T2	T3	T4	T5	SD-1	SD-2
Dwelling, single-family. Also referred to as "single-family detached dwelling," means a building or portion thereof arranged or designed to exclusively contain only one dwelling unit, unless specified otherwise by Applicable Law, and occupying one lot or parcel.	N	P	P	P	P	P	P
Dwelling, two-family. Also referred to as a "duplex," means a building arranged or designed to contain only two dwelling units with approximately the same floor area, and occupying one lot or parcel.	N	N	P	P	P	P	P
Dwelling, three-family. Also referred to as a "triplex," means a building arranged or designed to contain only three dwelling units with approximately the same floor area, and occupying one lot or parcel.	N	N	P	P	P	P	P
Dwelling, four-family. Also referred to as a "quadplex," means a building arranged or designed to contain only four dwelling units with approximately the same floor area, and occupying one lot or parcel.	N	N	P	P	P	P	P

Dwelling, multi-family. Also referred to as a "multi-family dwelling," means a building or portion thereof arranged or designed to contain more than four dwelling units, including an apartment building and condominium building.	N	N	P	P	P	P	N
Dwelling unit in commercial building. A portion of a commercial building which is constructed in compliance with the county's adopted building codes and designed as a place for human habitation.	N	N	P	P	P	P	P
Residential facility for elderly persons. A single-family or multifamily dwelling unit that meets the requirements of U.C.A. 1953, § 17-27a-515, but does not include a health care facility as defined by U.C.A. 1953, § 26-21-2.	N	P	P	P	P	P	P
Residential facility for disabled persons. A single-family or multiple-family dwelling unit, consistent with existing zoning of the desired location, that is occupied on a 24-hour-per-day basis by eight or fewer persons with a disability in a family type arrangement under the supervision of a house family or manager, and that:	N	P	P	P	P	P	P
Residential facility for troubled youth. A residential facility that is occupied on a 24-hour basis by no more than eight qualified youth in a family type arrangement that conforms with applicable standards of, and is inspected and licensed by the state department of human services.	N	P	P	P	P	P	P
Transient lodging. A hotel, motel, lodging house, condominium rental apartment (condo-tel), or timeshare condominium.	N	P	P	P	P	P	P
Workforce housing. Workforce housing, dormitory, or residence hall, or portion thereof.	N	P	P	P	P	P	P

Sec 104-22-3.100 Sales With Retail Storefront

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Agricultural implement sales or service. A facility that sells or repairs agricultural implements.	N	N	P	P	P	P	P
General retail sales. A building, property or activity, the principal use or purpose of which is the sale of physical goods, products or merchandise directly to the consumer.	N	P	P	P	P	P	P
Nursery, commercial. A plant nursery, with associated greenhouses for retail sales of plants and accessory products.	N	P	P	P	P	P	P

Sec 104-22-3.110 Sales Typically Without Retail Storefront

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Vendor, short term. The siting of a temporary vendor booth or vehicle for the sales products, food, or other items.	SP	P	P	P	P	P	P

Sec 104-22-3.120 Services

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Dry cleaning, laundry, or linen cleaning establishment. The professional cleaning of laundry and linens.	N	N	P	P	P	P	P
Household item repair, large. The repair or service of devices that the average person cannot carry without aid of a moving device.	N	N	P	P	P	P	P
Household item repair, small. The repair or service of devices that the average person can carry without aid of a moving device.	N	N	P	P	P	P	P
Gathering facility, indoor. An indoor facility for rental to clubs, private groups, parties, and organizational groups for recreational activities, including dancing and reception centers.	N	N	P	P	P	P	P
Laboratory. A laboratory for the scientific processing, testing, experimenting, etc., of samples in small enough quantities to not be explosive, toxic, or otherwise hazardous.	N	N	P	P	P	P	P
Laundromat. A facility that provides washers and dryers for self-serve laundry service.	N	N	P	P	P	P	P
Mortuary or funeral home. Mortuary or funeral home and related sales and services.	N	N	P	P	P	P	P
Outdoor recreation guide base-operation. A location that provides a base of operations for an outdoor recreation guide service.	P	P	P	P	P	P	P
Parcel drop-off service. A service for the collection and shipment of small parcels, and accessory sales or services.	N	N	P	P	P	P	P
Personal Service Shop. A location where personal services related to the care and appearance, or cleaning, of the body are provided. Personal service shops include, but not limited to barbershops, hairdressers, beauty salons or shops, or massage salons.	N	N	P	P	P	P	P

Printing and copying service with or without retail shop. Printing, lithographing, publishing or reproductions sales and services, including engraving and photo engraving.	N	N	P	P	P	P	P
Tailor services. The altering, pressing, or repairing of articles of clothing. Creation of new articles of clothing is permitted as long as the clothing is sold in an onsite retail establishment.	N	N	P	P	P	P	P

Sec 104-22-3.130 Storage

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Outdoor storage. Items for sale, storage, or display outside a completely enclosed building for a period greater than 24 hours, which are for or associated with a commercial use, or are stored at a commercial facility.	N	N	N	N	N	P	N
Self-storage. Indoor storage units for personal or household items or vehicles. (provided doors do not face the public realm)	N	N	P	P	P	P	P
Warehouse storage. The storage of products or goods that are or will be for sale.	N	N	N	P	P	P	P

Sec 104-22-3.140 Utility Uses

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Public utility. Utility facilities, lines, and rights of way related to the provision, distribution, collection, transmission, transfer, storage, generation or disposal of culinary water, secondary water, irrigation water, storm water, sanitary sewer, solid waste, oil, gas, power, information, telecommunication, television or telephone cable, electromagnetic waves, and electricity.	P	P	P	P	P	P	P
Quasi-public. The use of premises by a utility, the utility being available to the general public, such as utility substations and transmission lines (see also "utility"); also a permanently located building or structure, together with its accessory buildings and uses, commonly used for religious worship, such as churches and monasteries.	P	P	P	P	P	P	P
Wastewater treatment or disposal facilities. The structures, equipment, and processes required to collect, transport, and treat domestic wastes and dispose of the effluent and accumulated residual solids	P	P	P	P	P	P	P

Water treatment or storage facility. any system, used for potable use, including but not limited to any municipal or private water treatment facility.	P	P	P	P	P	P	P
Small wind energy system. A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which will be used primarily to reduce on-site consumption of utility power for an individual parcel.	N	P	P	P	P	P	P
Solar energy system. A facility that converts sunlight into electricity, clearly being an incidental and accessory use to the main use or structure on the lot or parcel and which only supplies power to other uses or structures on the same lot or parcel. Multiple adjacent lots or parcels developed together under common ownership or management shall be deemed the same parcel for the purposes of this definition.	N	P	P	P	P	P	P

Sec 104-22-3.150 Vehicle-Oriented Uses

	Transect Districts					Special Districts	
	T1 Weber River	T2	T3	T4	T5	SD-1	SD-2
Car wash. A car wash of any type that is not accessory to a gas or refueling station as regulated otherwise herein.	N	N	N	N	N	P	N
Gas or refueling station. A gas or refueling station, which may include a convenience store and an automatic carwash as an accessory use.	N	N	N	N	N	P	N
Parking lot or structure. A parking lot or parking structure.	N	N	N	N	P	P	P
Passenger vehicle repair or service of any kind. The repair or service of any passenger automobile or any other motorized vehicle less than 10,000 lbs. gross vehicle weight.	N	N	N	N	N	P	N
Trailer sales or rentals. Sale or rental of trailers.	N	N	N	N	N	P	N
Transit terminal. A facility which is typically designed to accommodate passenger transfer activity between transit modes and other travel modes, and may include passenger pick-up and drop-off, and park and ride lots.	N	N	N	N	N	P	N
Truck gas or refueling station. A gas or refueling station oriented toward large freight vehicles, which may include a convenience store and an automatic carwash as an accessory use.	N	N	N	N	N	P	N

Sec 104-23-4 Special Use Permits Regulations

Sec 104-23-4.010 Special Regulations, Generally

a. All uses, generally. All uses listed in the land use table are indoor uses unless specifically stated otherwise. All indoor uses shall not generate noise, outdoor lighting, vibration, smoke, dust or airborne particulate matter, refuse, or anything else that is uncommon to the established character of the neighborhood to such a degree as to be perceptible to constitute a nuisance to the occupants of the immediate area.

a.b. Special use permit. A special use permit shall be required for all uses designated with a "SP" in the land use table in set forth in Section 104-4023-3. Applications and approvals of special use permits pursuant to this Section 104-4023-4 shall be processed as a legislative land use regulation consistent with the requirements of the Code and Utah law.

b.c. Special area and width requirements. Any use listed in the land use table that contains the phrase (min. ["n"] acre(s)) requires a parcel area devoted to the use that is a minimum number of acres specified by "n" and have a width that is no narrower at any point than 100 feet.

Commented [CE4]: Making sure the uses that require larger acreage as a means of providing greater separation due to the nature of the use are not allowed on super narrow parcels sandwiched between other dissimilar uses.

Sec 104-23-4.020 (Reserved)

Sec 104-23-5 Site Development Standards

Sec 104-23-5.010 Allowed Density

Density for the Traditional Neighborhood ~~Zone~~ (TNZ) zone shall be calculated by the entire Traditional Neighborhood ~~Zone~~ (TNZ) zone area. The intensity of neighborhoods and where the residential units are allocated may be determined by the development agreement required pursuant to Section 104-4023-8.

Sec 104-23-5.020 (Reserved)

Sec 104-23-5.030 (Reserved)

Sec 104-23-5.040 (Reserved)

Sec 104-23-5.050 (Reserved)

Sec 104-23-5.060 (Reserved)

Sec 104-40-6 Open Space

~~The required open space for Traditional Neighborhood Zone (TNZ) shall be based on the entire TNZ zone area. The open space shall offer amenities such as, but not limited to, undeveloped land, trails, parks, and associated facilities, open space may be owned publicly and/or privately and, if applicable, may be designed to create a regional park system along the Weber River that includes a linear park system along the river and both natural and improved parks. The percentage of open space area within the Traditional Neighborhood Zone (TNZ) may be determined by the development agreement required pursuant to Section 104-40-8.~~

Commented [CE5]: The development agreement now provides for all we need for OS. No longer needed here.

Sec 104-4023-7 5.070 Building Height

Buildings within the Traditional Neighborhood ~~Zone~~ (TNZ) zone are limited to four (4) stories. In the Traditional Neighborhood (TN) zone, Aa "story" is the habitable level within a building except those area as follows:

- A Basements, which are the interior part of a building (which may or may not include habitable space) below the ground of every story of main entry level, and which has a maximum of five feet (5') of height above grade, measured from the average finished grade along the front façade, ~~shall not be counted as a story.~~
- An Attics, the part of a building contained within a pitched roof that, though it may be accessible, does not include habitable space, ~~shall not be counted as a story.~~

[Sec 104-23-5.080 \(Reserved\)](#)

[Sec 104-23-5.090 \(Reserved\)](#)

Sec 104-4023-8 Rezone and Development Agreements

- a. A rezoning application and development agreement are required to create or modify the boundary of the Traditional Neighborhood ~~Zone~~ (TNZ) zone. Approval of the rezoning and development agreement shall follow the rezoning provisions of Title 102, Chapter 5.
- b. A development agreement that is mutually agreeable between the developer and the county shall be prepared and readied, in compliance with Title 102, Chapter 6, for execution upon, or simultaneous to, adoption of the Traditional Neighborhood ~~Zone~~ (TNZ) zone. The development agreement shall clearly document the county's roles and responsibilities to the developer and the developer's roles and responsibilities to the county, and shall, at a minimum, provide any other provision necessary to effectively execute this Chapter, or any other provision as may be proposed by the county commission, county attorney's office, or the developer and agreed to amongst the parties in the development agreement, including but not limited to provisions for streets; parks, trails and open spaces; building and community design standards; infrastructure and utilities; and community amenities.
- c. Upon approval, each Traditional Neighborhood (TN) zone shall be given a unique name following the designation "TN:" and shall be independent of any other Traditional Neighborhood (TN) zone. ~~All necessary land use regulations, and all other standards, provisions and requirements, applicable to the Traditional Neighborhood Zone (TNZ) are provided in this Chapter and the development agreement for the Traditional Neighborhood Zone. Except as provided in this Chapter and in the development agreement for the Traditional Neighborhood Zone, no land use regulations, standards, provisions or requirements of the Weber County Land Use Code shall apply to the Traditional Neighborhood Zone (TNZ).~~

Commented [CE6]: Changes to the DA now make this irrelevant.

Sec 104-23-9 Traditional Neighborhood (TN) Zones Established

Sec 104-23-9.010 Traditional Neighborhood Zone: Bennet

- a. TN: Bennet zone established. The Traditional Neighborhood Zone: Bennet (TN: Bennet) is established as allowed by this chapter and pursuant to Ordinance 2025- and associated Bennet development agreement.
- b. Zone reversion and prior zone. The Bennet development agreement specifies zone reversion provisions in the event of expiration or termination.

[Sec 104-23-9.020 \(Reserved\)](#)



December 27, 2024

Weber County Zoning Map/Text Amendment Application

Project Name: West Weber Master-Planned Community



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Project Narrative

On August 16, 2022, the Weber County Commissioners approved a new Western Weber General Plan (WWGP) with considerable thought and foresight focused on community and economic growth to support the needs of Western Weber County. Situated in the heart of the West Weber planning area between the intersections of 12th Street, 4700 West, and the Weber River is a large, contiguous area available for development. Per the General Plan, the future designated use for this site is a mix of vehicle oriented commercial, mixed-use commercial, mixed-use residential and rural agricultural lots. BlackPine, an Ogden based real estate development group, desires to develop this area into a community-oriented traditional neighborhood. Given proximity to in-place infrastructure and natural amenities the property presents a unique opportunity for a master-planned development consistent with the goals set forth in the WWGP.



How is the change in compliance with the General Plan?

The stakeholders of West Weber articulated their vision for the identity and character of the Community through the following vision statement, found in the General Plan.

*“While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that **preserves, complements, and honors the agrarian roots of the community**. To do this, Weber County will promote and encourage the community’s character through public space and street design standards, open space preservation, and diversity of lot sizes*



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

In studying communities that possess this strong sense of identity and character sought after in the WWGP, a clear difference can be observed between those guided by principles of “Traditional Neighborhood Development” (TND) versus those that follow “Conventional Neighborhood Development” (CND) practices.

Most CNDs are characterized by an auto-centric, disconnected environment. Land uses remain separate and at low intensities. Living, working, and playing all happen at independent locations and usually require driving from one location to the next. This environment is not typically conducive to the sense of place and community that is described in the WWGP.

Alternatively, TNDs provide a more community-oriented approach, aligned with the goals and principles found in the WWGP. These communities are typified by pedestrian-oriented neighborhoods, a mix of commercial and residential uses, a variety of housing types, and public places, parks, and open space where people have opportunities to interact with each other in a variety of environments. These neighborhoods still accommodate automobiles but are no longer centered around them. Successful examples of TNDs can be found across the Country in neighborhoods like [Norton Commons, Kentucky](#); [Kentlands, Maryland](#); [Seaside, Florida](#); and [Serenbe, Georgia](#).

Norton Commons – Louisville, KY



BlackPine is requesting a zoning map and text amendment to enable this type of TND to be developed in the heart of West Weber. The proposed project (“The Project”), will be designed in a way that both honors and compliments the historic and ongoing agrarian community, while also provides much needed housing and commercial amenities to serve a diverse and growing range of households and businesses. The WWGP has already established the foundational goals and principles required for a community of this nature to be successful, and the location and size of The Project presents a unique



opportunity to now implement this vision into reality.

WWGP: Land Use Goal 1 (pg. 51)

“As residential growth occurs, a goal of Weber County is to ensure it is deliberately and thoughtfully planned in patterns that support efficient organization of infrastructure and services, provide for a variety of housing options and familial situations...”

WWGP: Land Use Goal 2 (pg. 56)

“In areas planned for mixed-use commercial, provide zoning or other regulatory tools that enable the creation of a community village that offers a wide variety of multi-family housing and commercial opportunities, and focuses on attractive building, site, and street design more than land uses.”

Why should the present zoning be changed to allow this proposal?

The future land use map in the WWGP, shows a combination of Mixed-Use Residential, Mixed-Use Commercial, Vehicle Oriented Commercial, and Agricultural uses for the subject parcels . BlackPine is proposing that the future land use map of the WWGP be enacted to accommodate a large-scale TND.

While this type of TND is both wanted and needed to accommodate future growth in West Weber, there are several challenges to implementation. Many areas of West Weber lack the surrounding transportation and utility infrastructure to allow for near-term development of such projects. Additionally, significant size and scale is required to implement all the WWGP “Smart Growth Principles” in a cohesive and uniform manner. Finding land that is controlled at this scale by one contiguous owner is difficult.

The Project is unique in that its size and location present solutions to these challenges. The surrounding transportation infrastructure along 12th Street and at the 4700W intersection is in the process of being upgraded to a 3-lane road and a lighted intersection. Many aspects of the utility infrastructure surrounding the project are being improved through the development of the adjacent Promontory Commerce Center business park. The size and scale of The Project allows for a master-planned approach to planning and design of this area, which is supported in the WWGP. The plan states:

“Working with landowners to master plan large swaths of land provides community benefits that due to the economy of scale cannot usually be realized for smaller subdivisions. The county should encourage master-planned communities that create a distinct sense of place and provide for all stages of life and family situations.”

The combination of these factors suggests that the zoning map and text amendment as proposed by



BlackPine would result in more immediate and impactful benefit to West Weber and better fulfill the intent of the WWGP.

How is the change in the public interest?

When considering area development, the WWGP establishes two public interests as top priorities: first, to provide sufficient housing supply for incoming residents, and second to preserve the current resident's desire for openness. TNDs serve the interest of future residents by providing sufficient housing for a diverse and growing range of households while enhancing community feel. A residential street block in a traditional neighborhood would typically feature a wide variety of housing types together on the same street including large mansion homes, connected patio homes, quadplexes, and townhomes. Guided by TND principles, these streets and buildings adhere to consistent architectural and thematic design thus accomplishing the goal to provide needed homes while creating a strong sense of place.

Second, TNDs serve the public interest by preserving openness through the improvement of public places, parks, trails and open space.



Weber County is situated in the path of growth along the Wasatch Front as evidenced by 7.5% population growth over the last 5-years. Additionally, the Kem C. Gardner Policy Institute projects over 37,300 new household formations in Weber County by 2044. Both current and future Weber County residents stand to benefit from the development of traditional neighborhoods consistent with the WWGP's goals as the region continues to experience rapid growth.



“Currently, there are more families than available housing across the Wasatch Front region. This scarcity, in turn, has created an affordable housing crisis in the planning area. Providing sufficient supply to balance the supply and demand forces will contribute to providing a better balance of housing affordability in the area... One type of housing that is especially missing -- known as the “missing middle” -- is the type between higher density apartments/condos and single-family residences. Townhomes, connected patio homes, du-/tri-/quadplexes, and similar housing styles may provide a more palatable option for families who cannot afford a single-family residence, but do not want the lifestyle of a higher density apartment complex.”

What conditions and circumstances have taken place in the general area to warrant such a change?

Since the adoption of the General Plan in 2022, the barrier to home ownership has increased at a rate greater than that of population growth, expediting the need for readily available master-planned communities consistent with the principles found in the WWGP.

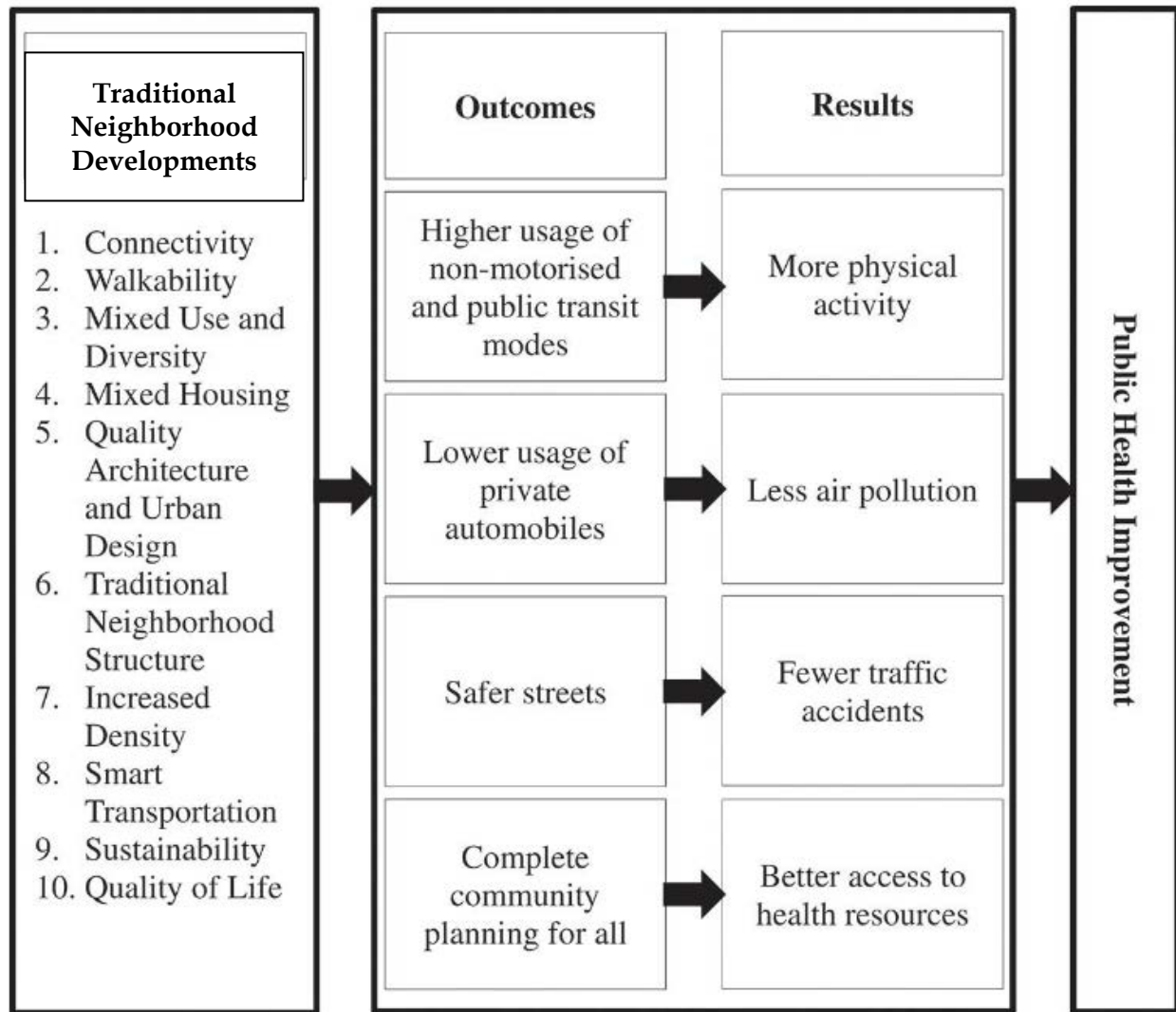
Additionally, an unforeseeable opportunity to implement the goals and principles of the WWGP on a large contiguous piece of property has recently become available. The goals and principles represented therein are unchanged and even strengthened by what is being proposed through The Project.

How does this proposal promote the health, safety, and welfare of the inhabitants of Weber County?

Health: TNDs provide health-related amenities and resources within walking distance of resident homes.

Safety: Traditional neighborhoods greatly reduce the need for automobiles while catering to safer forms of travel to and from work, school, and play including walking and cycling.

Welfare: Resident welfare and quality of life increase within traditional neighborhoods where people can work, play, shop, and recreate within walking distance of where they live.



Source: <https://www.cnu.org/publicsquare/2019/02/04/health-benefits-new-urbanism>

Describe the Project Vision

The Project is envisioned to be a vibrant, walkable, and interconnected community available to all ages and demographics. Located at the heart of West Weber, this area will be crucial in defining the identity and character of the broader community. BlackPine feels confidently that a TND in this location would benefit future generations of West Weber for years to come, providing a safer, healthier, and happier way of living.

