



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** To consider and take action on ZMA 2019-01, a request to to apply the solar overlay zone (SOZ) to approximately 370 acres of land at approximately 1700 South 7500 West

**Agenda Date:** Tuesday, July 30, 2019

**Applicant:** Strata Solar; Doug Larson as Agent

**File Number:** ZMA 2019-01

### Property Information

**Approximate Address:** 1700 South 7500 West

**Zoning:** Currently zoned A-3

**Existing Land Use:** Agricultural

**Proposed Land Use:** Solar Farm

**Township, Range, Section:** T6N, R3W, Section 23 and 26

### Adjacent Land Use

<b>North:</b> Agricultural/Rangeland	<b>South:</b> State of Utah (Ogden Bay)
<b>East:</b> Agricultural/Rangeland	<b>West:</b> Agricultural and Large Lot Residential

### Staff Information

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

**Report Reviewer:** RG

## Applicable Ordinances

§102-5: Rezoning Procedures  
 § 104-30: Large Solar Energy System Overlay Zone

## Summary

This application is a request to apply the newly created solar overlay zone (SOZ) to approximately 370 acres of land in Western Weber County. The SOZ will enable the construction and operation of an unmanned utility-scale solar energy facility as a permitted use with a development agreement.

The subject parcels are located east of 7500 West at approximately 1700 South. They receive access from 7500 West. The parcels are wholly within the A-3 zone.

The SOZ allows utility scale solar energy collection with non-reflective collection devices for areas 100 acres or greater in the A-3 and M-3 zones. The SOZ requires a development agreement to provide site-specific development conditions. An agreement has been negotiated with the applicant, and is ready for approval if the Commission finds it acceptable.

If favorable, after the commission adopts a development agreement and applies the SOZ to the property, a utility scale solar energy operation will be entitled to occur there.

A few community effects to consider when reviewing this application is the aesthetic effect, the transportation effect, the construction and disassembly effect, and the weed management effect.

The Western Weber Planning Commission forwarded a positive recommendation for this overlay zone with the conditions listed herein. The development agreement is intended to implement those conditions.

## 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 compatibility with the general plan and existing ordinances.

## Policy Analysis

A complete Staff review and analysis of this proposal can be found in the attached Western Weber Planning Commission staff report (Attachment C), along with all relevant maps.

## Noticing Compliance

A hearing for this item before the Planning Commission has been posted for public notice in compliance with UCA §17-27a-205 and UCA §17-27a-502 in the following manners:

- Posted on the County's Official Website
- Posted on the Utah Public Notice Website
- Published in a local newspaper

## Planning Commission Recommendation

Staff recommends the planning commission recommend approval to the county commission for file #ZMA 2019-01, a solar overlay zone for approximately 370 acres located at approximately 1700 S. 7500 W. This recommendation comes with the following recommended development agreement requirements:

1. A building permit is required for the solar structures.
2. Area for accessory structures anticipated to be needed in the future should be shown on the site plan and provisions for their permitting should be established such that it is not necessary to amend the development agreement.
3. Keys or access codes to any security gate should be given to local law enforcement, fire, and EMS; or, at the request of one of those authorities, a special lock should be used that enables access during emergencies.
4. Chain-link fencing should be treated to eliminate the shine, reflection, or glare coming from new chain-link fencing.
5. The drive approach to the property lines should be compacted and asphalted to the satisfaction of the County Engineer. At the owner's option, the approach may be completed after completion of construction of the site or within six months after commencement of construction of the site. A photo survey of the existing edge of asphalt on 7500 West at the site's entrance should document the current asphalt condition prior to commencement of construction. Any excess damage to the existing asphalt should be replaced at the time of asphaltting the drive approach. At the discretion of the County Engineer, concrete may be used instead of asphalt. No final building inspection should be given until the approach is installed or a cash escrow has been offered to secure its construction.
6. A weed mitigation plan should be provided to the satisfaction of the Planning Director.
7. The owner and operator should be required to agree to provide reasonable treatment methods to mitigate the impact on waterfowl and other wildlife in the area. In doing so, all reasonable efforts should be made to accommodate and mitigate any concerns from the Utah Division of Wildlife Resources (UDWR), if required by the planning director. If not in conflict with the recommendations of UDWR, and if no other mitigation of "lake effect" is offered, recommended, or required, special patterns should be added to the panels to significantly reduce their appearance as a body of water to waterfowl. Performance measures should be implemented to determine whether additional mitigation treatments are necessary in the future, as may be recommended by the UDWR or Planning Director. The owner and operator should be required to allow county staff or UDWR staff to inspect the site at any reasonable time, with or without notice. If accessing without a company representative present, staff should be accompanied by law enforcement.
8. All power or other utility lines should be undergrounded. In the event the ground disturbance for undergrounding is found to create a greater environmental risk given site characteristics, these lines may be above ground but at ground level and appropriately shielded in a manner that offers no risk to wildlife. If

necessary, one overhead line enabling the high voltage transfer of power from the site to the high voltage infrastructure in the area is permitted.

9. The wetlands impact and any necessary mitigation should be approved by the Army Corps of Engineers.
10. Construction staging should be restricted to the subject parcels.
11. An irrigation plan should be provided and a will-serve letter or feasibility letter should be provided from the relevant irrigation/water entity if vegetation is proposed or required for the site.
12. Upon discontinuance of the use, the site should be returned to its current condition, with all solar infrastructure onsite removed. A financial security should be provided to ensure this reclamation occurs.
13. Any outstanding review agency requirements should be appropriately applied in accordance with the law and to that review agency's satisfaction.

## Exhibits

Attachment A: Proposed Solar Overlay Zone Rezone Ordinance

Attachment B: Proposed Development Agreement

Attachment C: Wester Weber Planning Commission Staff Report

**ORDINANCE NUMBER 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO OVERLAY THE SOLAR OVERLAY ZONE (SOZ) TO PROPERTY LOCATED AT APPROXIMATELY 1700 SOUTH 7500 WEST FOR THE LITTLE MOUNTAIN L.L.C. SOLAR FARM**

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

**WHEREAS**, the Weber County Board of Commissioners have received an application from Strata Solar, AKA Little Mountain Solar LLC to amend the adopted zoning map for land located at approximately 1700 South 7500 West to overlay the solar overlay zone (SOZ); and

**WHEREAS**, after a duly noticed public hearing, the Western Weber Planning Commission has given a positive recommendation on the map amendment to the Weber County Board of Commissioners; and

**WHEREAS**, after a duly noticed public hearing, the Weber County Board of Commissioners has determined that the zoning map amendment complies with the intent of the West Central Weber County General Plan; and

**WHEREAS**, the Board of Weber County Commissioners has also determined that the proposed zoning map amendment is not detrimental to the health, safety, and general welfare of the area; and

**WHEREAS**, the Board of Weber County Commissioners has determined that this is an appropriate time and this is an appropriate location for the proposed zoning map amendment; and

**WHEREAS**, the SOZ requires development standards implemented through a development agreement between the county, the landowner, and solar entity; and

**WHEREAS**, the SOZ requires eventual future solar overlay zone expiration and termination, which renders this overlay zone, and development rights available therefrom, only available for a period of time, after which time any previously and lawfully established solar use will be allowed to continue until abandoned as a nonconforming use;

**NOW THEREFORE**, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to apply the solar overlay zone to property located at approximately 1700 South 7500 West, as better described in the exhibits herein. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the graphic representation shall prevail.

This ordinance shall become effective fifteen (15) days after publication or on the day the development agreement between Little Mountain LLC and Weber County is signed, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_,  
Scott K. Jenkins, Chair

Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

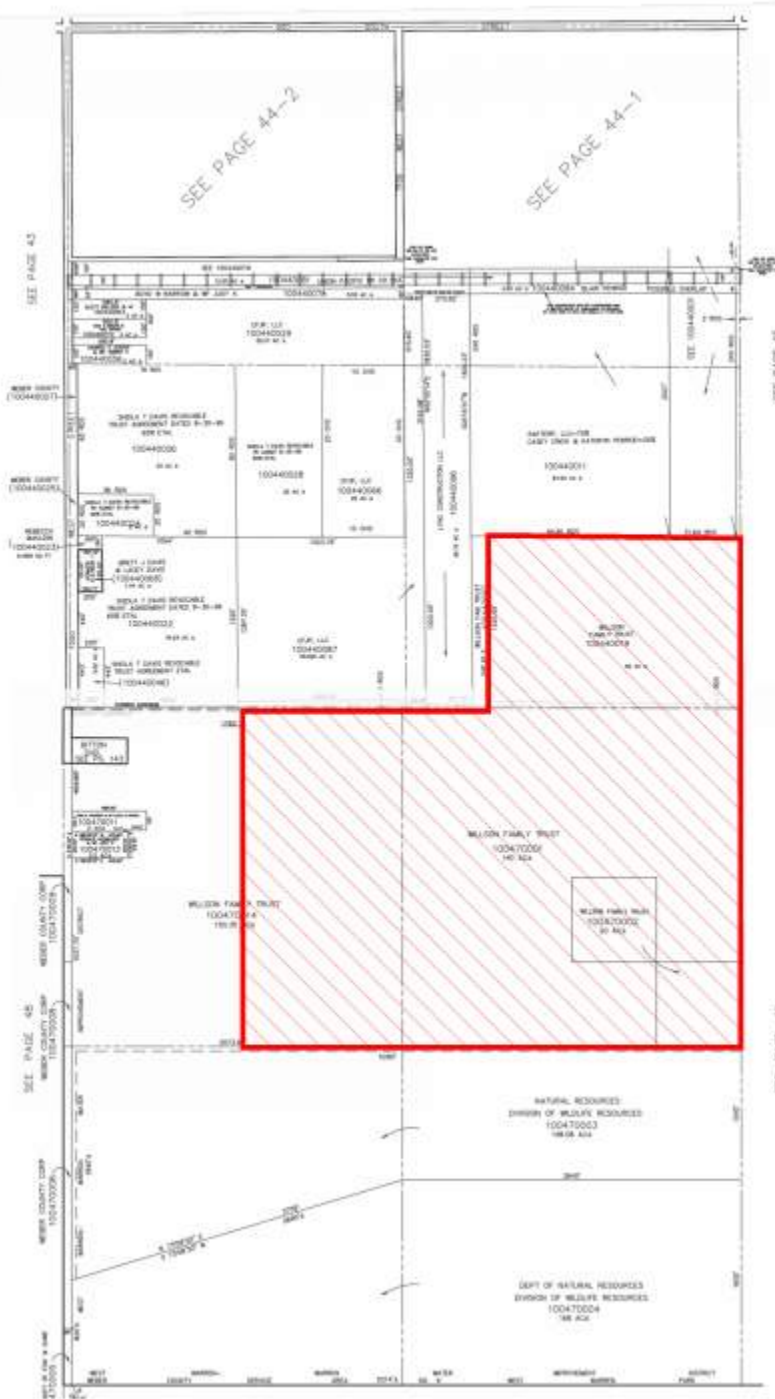
ATTEST:

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

Exhibit A

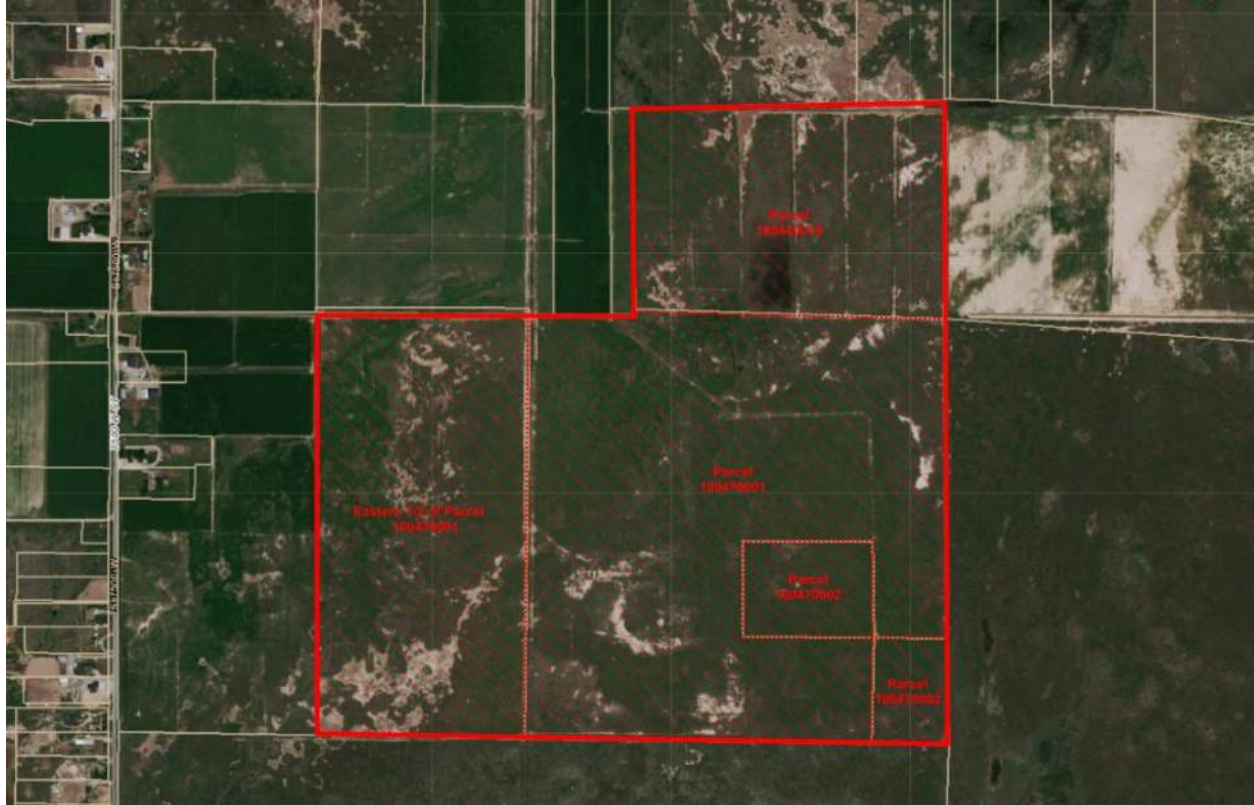
Graphic Representation  
Little Mountain, L.L.C. Solar Overlay Zone

Image 1: County Recorder's Reference Maps, Sections 23 and 26 of Township 6 North Range 3 West, Stitched Together

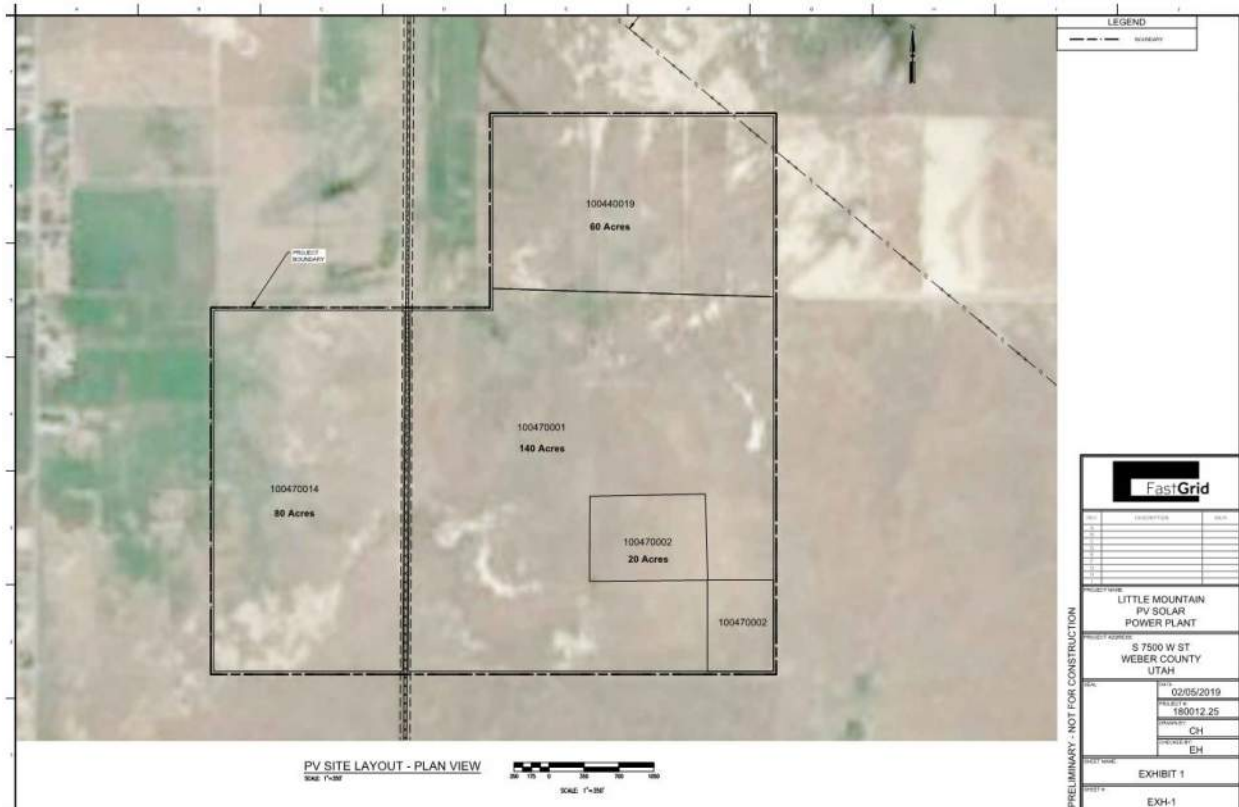




**Image 2:** Aerial Image with Estimated “Project Site” Boundary



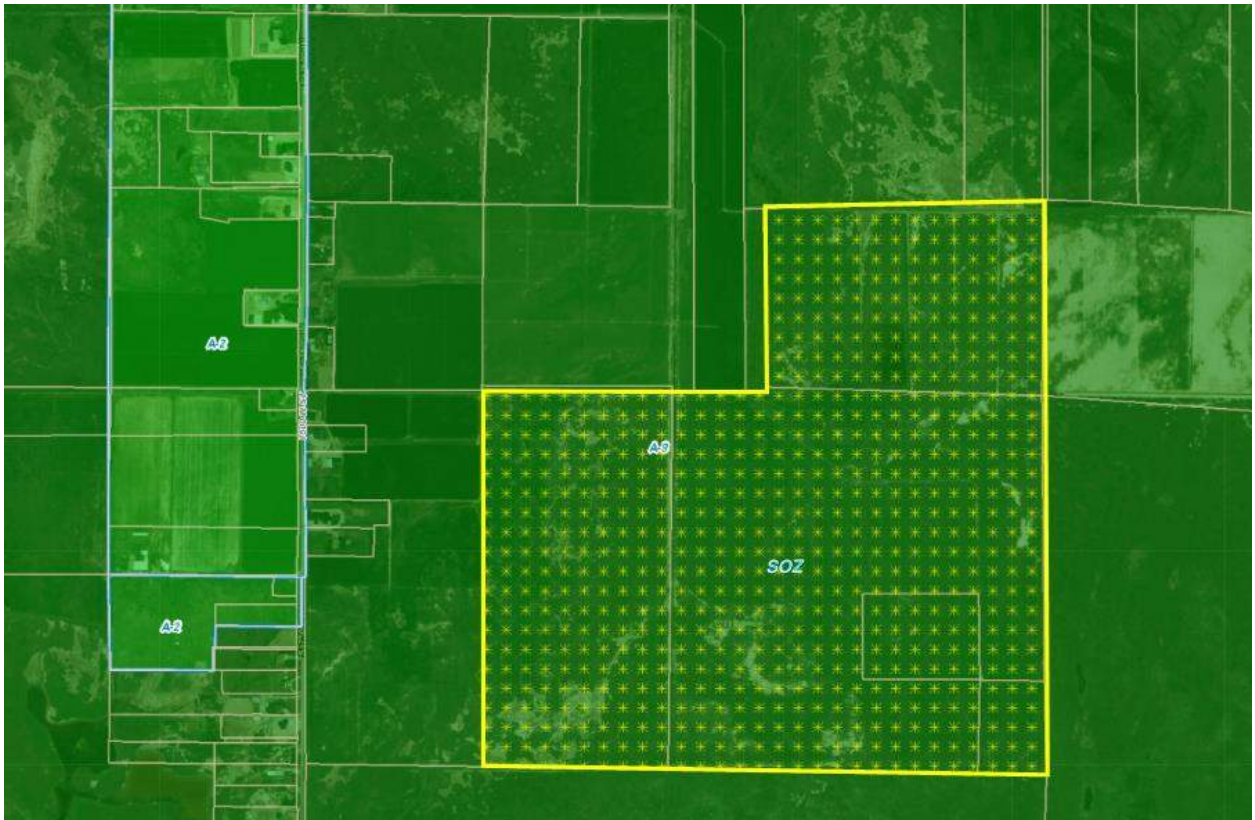
**Image 3:** Project Site Boundary



**Image 4:** Area Zoning Before Overlay Zone Adoption



**Image 5:** Area Zoning After Overlay Zone Adoption





## Exhibit B

### Written Description Solar Overlay Zone

All of **Parcel #10-044-0019** being more particularly described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: EXCEPTING A STRIP OF LAND 2 RODS WIDE ON THE SOUTHSIDE OF THE ABOVE DESCRIBED LAND.

All of **Parcel #10-047-0001** being more particularly described as follows:

THE NORTH 1/2 OF THE NORTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SUBJECT TO PERPETUAL NON-EXCLUSIVE RIGHT OF WAY ANDEASEMENT FOR EMERGENCY AND FARM USE ONLY TO RUN WITH THE LAND FOR THE BENEFIT OF THE GRANTEE AND ITS SUCCESSORS AND ASSIGNS AND TO BE APPURTENANT TO THE ABOVE DESCRIBED LAND OVER AND ACROSS THE FOLLOWING: A PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 26 AND THE EAST LINE OF 7500 WEST WHICH IS SOUTH 89D16'52" EAST 66.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 26 BEING A WEBER COUNTY SURVEY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 89D16'52" EAST 3102.75 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0D38'41" WEST 16.00 FEET; THENCE NORTH 89D16'52" WEST 3102.71 FEET TO THE EAST LINE OF SAID 7500 WEST; THENCE NORTH 0D30'42" EAST 16.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. (E# 2939626)

All of **Parcel #10-047-0002** being more particularly described as follows:

THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

**Part of Parcel #10-047-0014** being more particularly described as follows:

The eastern half of the following legal description: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER, THENCE EAST TO THE NORTH QUARTER CORNER, THENCE SOUTH TO THE CENTER OF SAID SECTION 26, THENCE WEST 2573.99 FEET, TOP PROPERTY CONVEYED TO WEBER COUNTY, THENCE NORTH 1537.70 FEET, THENCE SOUTH 88D26'18" EAST 435.60 FEET, THENCE NORTH 0D30'42" EAST 216.7 FEET, THENCE WEST 145.2 FEET, THENCE NORTH 150 FEET, THENCE SOUTH 88D57' WEST 580 FEET, THENCE NORTH 463.80 FEET, THENCE WEST 66 FEET, THENCE NORTH 338.5 FEET TO THE POINT OF BEGINNING. EXCEPT BITTON SUBDIVISION. (E# 2692136) SUBJECT TO A PERPETUAL NON-EXCLUSIVE RIGHT OF WAY ANDEASEMENT FOR EMERGENCY AND FARM USE ONLY TO RUN WITH THE LAND FOR THE BENEFIT OF THE GRANTEE AND ITS SUCCESSORS AND ASSIGNS AND TO BE APPURTENANT TO THE ABOVE DESCRIBED LAND OVER AND ACROSS THE FOLLOWING: A PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 26 AND THE EAST LINE OF 7500 WEST WHICH IS SOUTH 89D16'52" EAST 66.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 26 BEING A WEBER COUNTY SURVEY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 89D16'52" EAST 3102.75 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0D38'41" WEST 16.00 FEET; THENCE NORTH 89D16'52" WEST 3102.71 FEET TO THE EAST LINE OF SAID 7500 WEST; THENCE NORTH 0D30'42" EAST 16.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. (E# 2939626)

Also described as: THE EASTERN HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.



**DRAFT**

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**LITTLE MOUNTAIN SOLAR, LLC**

**List of Attachments**

- Attachment A: Project Area Legal Description
- Attachment B: Proposed Site Layout
- Attachment C: Proposed Site Layout – Parcel Boundary Overlay

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**DEVELOPMENT AGREEMENT  
LITTLE MTN. PROJECT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Weber County, Utah ("County") , Little Mountain Solar, LLC, a North Carolina limited liability company ("Developer") and, Willson Family Trust ("Landowner"), and together with County, the "Parties".

**RECITALS**

**WHEREAS**, The Developer desires and intends to develop a solar farm in Weber County known as the Little Mountain Solar (the "Project"). Key components of the Project include solar modules, inverters, electrical conductors and maintenance and access roads, and

**WHEREAS**, The Developer's objective is to develop a commercially viable solar energy facility generating up to 36 megawatts (MWac) through an interconnection point on the Rocky Mountain power grid, and

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A: Project Area Legal Description**. A site plan showing the location and layout of the Project is contained in **Attachment B Proposed Site Layout**, and **Attachment C: Proposed Site Layout – Parcel Boundary Overlay**.

**WHEREAS**, The Willson Family Trust (hereinafter referred to as "Landowner") and Developer have heretofore entered into agreements giving Developer the requisite control of the Project Site for the purpose of developing the Project. County is not a party to those agreements and has no responsibility, obligation, entitlement, benefit, or enforcement authority arising therefrom.

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

**AGREEMENT**

**1. Effective Date, Expiration, Termination and Modification.**

- 1.1. **Effective Date.** The Effective Date of this Agreement is the last date upon which it was signed by the Parties hereto.
- 1.2. **Expiration.** This Agreement shall be in full force and effect until the earlier of (1) the Project achieves Substantial Completion, or (2) six years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated by Developer pursuant to Section 10 of this Agreement This Agreement automatically terminates, without notice, in the following circumstances:
  - 1.3.1. The term of this Agreement expires;
  - 1.3.2. The Project is abandoned or the use is discontinued, as defined by Weber County Code;

- 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement; or
- 1.3.4. The ownership of the Project or the ownership of the Project Site changes without consent of County, as provided in Section 11.1.
- 1.4. **Modification.** This Agreement shall govern and vest the development in Vested Laws, use, and mitigation of the Project, and shall not be modified unless as provided in Section 9 below.

## **2. Ownership Acknowledgement.**

The Parties acknowledge and agree that, for the purposes of this Agreement, the Developer is the owner of the Project, as defined in this Agreement. The Parties acknowledge that Landowner is the owner of the real property to which the rights and responsibilities in this Agreement and the Solar Overlay Zone are applied, and upon which the Project shall be sited as otherwise defined herein as the Project Site.

## **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 their ordinary and common meaning. When not inconsistent 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 be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 3.1. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 3.2. **County.** "County" means Weber County, Utah.
- 3.3. **Construction Buildout Period.** "Construction Buildout Period" has the meaning set forth in Section 7.11 of this Agreement.
- 3.4. **Developer.** "Developer" means Little Mountain Solar, LLC or any of their Transferee(s) as provided in Section 11 of this Agreement.
- 3.5. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.
- 3.6. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 3.7. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; 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; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.



- 3.8. **Landowner.** "Landowner" means The Willson Family Trust or any of their Transferee(s), successors, or assigns.
- 3.9. **Parties.** "Parties" means the Developer and the County.
- 3.10. **Project.** "Project" means the Little Mountain Solar Project, a solar farm generating up to 36 megawatts (MWac) of photovoltaic (PV) solar energy, together with any necessary Project components and related appurtenant improvements, including, as applicable, approximately 115,300 solar panels, inverters, electrical conductors, substation, transmission lines, operations and maintenance facilities, maintenance and access roads, and accessory buildings.
- 3.11. **Project Site.** "Project Site" means the land area on which the Project will actually be sited. The Project Site covers up to 300 acres. A map showing the approximate location of the Project Site is contained in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay.
- 3.12. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site having very little chance of effect on the character of the area and is not anticipated to generate concern from the public.
- 3.13. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, generating and delivering energy to the electric power grid.
- 3.14. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.
- 3.15. **Vested Laws.** "Vested Laws" means the land use laws, Part II of the Weber County Code, in effect at the time of execution of this Agreement.

#### **4. Project Description.**

The Project is a proposed solar farm, along with other necessary components and related appurtenant improvements, capable of generating up to 36 megawatts (MWac) of photovoltaic (PV) solar energy, modified as necessary in accordance with the Development Standards contained herein.

#### **5. Project Location and Illustration.**

The Project is as described herein, and illustrated in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay, modified as necessary in accordance with this Agreement's Development Standards.

#### **6. Vesting.**

- 6.1. Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement under Section 1., or Developer has fulfilled its Decommissioning and Restoration obligations under Section 8, whichever occurs later.
- 6.2. Developer and Landowner agree that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer and Landowner agree that if the County modifies its laws in the future to specifically regulate the ongoing operation, maintenance, decommissioning, site restoration, or any other performance measure related to a solar operation, after the expiration or termination of this

Agreement, the Project shall be subject to the new laws. This shall not extend to nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement, or height requirement of any building, structure (including solar panels and their supports), internal site roadway, or utility that was lawfully established under this Agreement or laws applicable at the time.

## **7. Development Standards.**

- 7.1. Overhead Power and Electrical Support Structures.** As part of the Project, Developer may require supporting structures to connect electricity generated onsite to the existing adjacent high voltage power infrastructure shown in Attachment B. Such support structures shall not be subject to any applicable County height restriction, provided that any supporting structure shall not exceed the height and width and spacing of the existing high-voltage transmission line support structures immediately adjacent to the Project Site. All other utility lines shall not exceed the height and width of the existing structures.
- 7.2. Fire Protection Measures.** Developer will create and maintain a firebreak of no less than 100 feet between all outer edges of the Project Site and adjacent property lines, as illustrated in Attachment B: Proposed Site Layout. Developer agrees to abide by those requirements deemed necessary by the Weber Fire District in order provide adequate fire or firefighting protection.
- 7.3. Setbacks.** Except as provided in Section 6.7.3, the Project may be located within the Project Site boundary up to, but no less than, 100 feet from any bordering property as illustrated in Attachment B: Proposed Site Layout.
- 7.4. Emergency Plans.** Developer agrees to recognize the County Emergency Services Director, Weber Fire District, or Weber County Sheriff as the County's Emergency Services Authorities. An emergency preparedness and response plan shall be prepared and submitted to the County by the Developer prior to construction. Developer agrees to modify the plan, if requested by any of these Emergency Services Authorities. County's Emergency Services Authorities agree to approve all reasonable efforts by Developer to accommodate emergency service needs. Developer shall submit the approved plan or any approved modification, in writing, to the Planning Director within thirty (30) days of the approval from the relevant emergency services authority. The approved plan, or any modification thereto, shall become a part of this Agreement by reference.
  - 7.4.1. Locked Gates.** Keys or access codes to any security gate shall be given to local law enforcement, fire, and EMS; or, at the request of one of those authorities, a special lock shall be used that enables access during emergency situations.
- 7.5. Project Access and Maintenance Road.** Access to the Project Site will be achieved via 7500 West as referenced on the attached Attachment B: Proposed Site Layout.
  - 7.5.1. Drive approach.** The drive approach from the current asphalt to the property lines shall be compacted and asphalted to the satisfaction of the County Engineer. At the discretion of the County Engineer, concrete may be used instead of asphalt.
    - 7.5.1.1.** If the approach is not completed prior to commencement of construction of the Project, a cash escrow financial guarantee shall be submitted to County Engineer as financial security for the necessary improvements. Standards and procedures governing such escrow agreement shall be in accordance with Weber County Code § 106-4-3, which is hereby incorporated herein by reference.



lawfully permitted, outdoor storage shall be prohibited.

- 7.6.5. Minimum Separation of Solar Panel Rows.** The minimum separation of solar panel rows shall be 15 feet, or as otherwise provided herein.
- 7.7. Fencing and Screening.** County agrees that the distance from Project Site to any adjacent residence is sufficient to not necessitate aesthetic screening. Any chainlink fence shall be treated to eliminate shine, reflection, and glare coming from the new fence.
- 7.8. Public Access Prohibited.** Public access to the Project Area is prohibited, except as otherwise provided herein or in any approved Emergency Plan. The fencing and locked gates, as illustrated in Attachment B: Proposed Site Layout, and as otherwise governed herein, shall be permitted throughout the duration of this Agreement.
- 7.9. Wildlife Mitigation.** Given the proximity of the Ogden Bay Waterfowl Management Area and the Project Site's location in a popular waterfowl migration area, Developer agrees to cooperate and coordinate with the Utah Division of Wildlife Resources (UDWR) to develop a wildlife mitigation plan. Developer agrees to accommodate all reasonable requests from UDWR for wildlife mitigation. If Developer feels a request from UDWR is unreasonable, Developer may ask the County Planning Director for review of the request. If asked, the County Planning Director shall determine within 14 calendar days whether the request is reasonable and necessary taking into account the operational requirements of the Project and the balance between the public benefits of the use and possible impacts of that use on wildlife in the area.
- 7.9.1. Wildlife-Friendly Equipment and Installation.** At the time of installation, developer agrees to install the most wildlife friendly solar panels that the industry is producing at the time of the installation. County is concerned that if too close together the rows of panels may appear to waterfowl as a body of water, also known as the "lake effect." Emerging debate suggests that lake effect may risk the vitality of birds that depend on water to take flight. While this phenomenon is an ongoing subject of study in the industry, to minimize the possible effect, Developer agrees to install the rows of panels no closer to each other than 15 feet. If better scientifically proven information is produced that suggests the rows can be closer together and still avoid the "lake effect," County agrees to allow this distance to be reduced to the minimum distance necessary to avoid the effect.
- 7.9.1.1. Monitoring and Reporting.** As may be requested by UDWR, developer agrees to implement a reasonable monitoring and reporting program with UDWR. The program shall meet the reasonable verification needs of UDWR.
- 7.9.1.2. Corrective Action.** Developer agrees to take corrective action if the monitoring and reporting program shows an unreasonable impact to wildlife. County agrees to not impose any corrective action that is not supported by scientifically-proven best practices.
- 7.9.1.3. Inspections.** Developer agrees to allow County staff or UDWR staff to inspect the site at any reasonable time. The County or UDWR shall give Developer at least 72 hours written notice of an inspection.
- 7.10. The Relationship between this Agreement and the Solar Overlay Zone.** This Agreement incorporates by reference the terms and conditions of the Solar Overlay Zone as approved by the County, which shall be further conditioned and governed by this Agreement.



- 7.11. Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the access road or to fulfill any requirements of law. County agrees that Developer is allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained in final form, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period") provided however, that such construction is not delayed by a Force Majeure Event.
- 7.12. Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Weber Morgan Health Department, if any, regarding sanitary sewer and culinary water provisions for the site.
- 7.13. Permits.** Developer agrees to receive all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

## **8. Decommissioning and Restoration.**

- 8.1. Scope of Decommissioning.** Decommissioning the Project shall involve returning the Project Site to its current or a better natural state. This means the removal of the Project's components, including, without limitation, the solar panels, panel trackers, anchors, supports and mounts, inverter buildings, underground electrical conductors, and substation; removal of overhead cables (except for any cables that Project Site landowners wish to retain); and final reseedling of disturbed lands with a native seed mixture, after, if necessary, grading of the land to its state at the time of execution of this Agreement or better (all of which shall comprise "Decommissioning"). The Project Decommissioning and Site Restoration Plan shall contain the measures necessary to fulfill the foregoing decommissioning obligations.
- 8.2. Timing.** Developer or any Transferee, as the case may be, shall decommission the Project and restore the Project Site within twelve (12) months following the termination of operations of the Project.
- 8.3. County Access and Reporting.** The County shall be granted reasonable access to the Project site during decommissioning of the Project for purposes of inspecting any decommissioning work or to perform decommissioning evaluations. County personnel on the Project site shall observe all worker safety requirements enforced and observed by the Developer and its contractors.
- 8.4. Financial Guarantee.** On or before the thirtieth (30th) year of the term of this Agreement, Developer agrees to provide a financial guarantee for the decommissioning and restoration of the site. The applicant shall furnish and file with the county an escrow agreement, a letter of credit, or surety bond in an amount equal to 100 percent of the anticipated cost of decommissioning and restoration.
- 8.4.1. Escrow Agreement.** If by escrow agreement, the agreement and associated funds, requires the approval of the county commissioners and county attorney. Escrow funds shall be deposited with the county treasurer at the time the escrow agreement is executed.
- 8.4.2. Letter of Credit.** If by letter of credit, the following shall apply: (1) the issuing financial institution shall have history of positive performance in fulfilling its financial obligations, as determined by the county treasurer and based on typical conventions of the financial industry; (2) the financial institution shall provide the letter of credit on a standard letter of credit form supplied by Weber County or in a form that provides equal or greater financial protection to the county, as determined by the county attorney; (3) The county

attorney, county treasurer, and county commissioners have no reasonable, objective indications of a substantial risk that either the applicant or the applicant's financial institution will not fulfill its obligations related to the financial guarantee or the decommissioning and restoration of the site.

- 8.4.3. Surety Bond.** If by surety bond, the bond shall be issued by a surety registered with the Utah Insurance Department.
- 8.4.4. Acceptance of Financial Guarantee.** The financial guarantee is accepted when the county commissioners approve and sign a decommissioning and restoration agreement between County and Developer, and an escrow agreement, letter of credit, or surety bond.
- 8.4.5. Partial Release of Financial Guarantee.** Upon written request, County agrees to give partial releases of the financial guarantee as the site is decommissioned and restored. Such a release shall be commensurate with the decommissioning and restoration actually accomplished prior to the written request for release. Developer is not entitled to a partial release that would leave the County with less financial guarantee than is necessary to complete the remaining decommissioning and restoration.

## **9. Amendments and Revisions.**

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

- 9.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement.
- 9.2. Project and Project Area Expansion.** Except as provided in Section 9.3 below, if Developer seeks to expand the generating capacity of the Project and the geographic scope of the Project Site or Project Area, Developer shall seek an Amendment to this Agreement, if, and as necessary, in accordance with this Agreement and any applicable state and local regulations in effect at the time of such amendments.
- 9.3. 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.
  - 9.3.1. Solar Panel Configuration Changes.** A routine and uncontested change to the configuration of the solar panels within the fence boundaries as show on Attachment B, provided compliance is maintained with all other provisions of this Agreement.
  - 9.3.2. Project Site Configuration Changes.** A routine and uncontested change to the Project Site, provided the change does not affect onsite or offsite drainage, wetlands, wildlife, or any other environmental consideration of the area.
  - 9.3.3. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval, including those identified in Attachment B to this Agreement; provided that the changes

are routine and uncontested and the application thereof do not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

- 9.3.4. **De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the Solar Overlay Zone and are routine and uncontested.
- 9.3.5. **Siting of Substation and Transmission Line.** Any changes to the final siting of the substation and transmission line, provided compliance with all applicable laws.

## **10. Termination.**

Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.

## **11. General Provisions.**

- 11.1. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the County as provided herein. The rights and responsibilities of Landowner under this Agreement may be assigned in whole or in part by Landowner with the consent of the County as also provided herein.
  - 11.1.1. **Related Party Transfer, Developer.** Developer's transfer of all or any part of the Project to any entity "related" (as defined by regulations of the Internal Revenue Service) to Developer, Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Developer. Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
  - 11.1.2. **Related Party Transfer, Landowner.** Landowner's transfer of all or any part of the Project Site to any entity "related" (as defined by regulations of the Internal Revenue Service) to Landowner, or Landowner's pledging of part or all of the Project Site as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Landowner. Landowner shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
  - 11.1.3. **Notice.** Developer or Landowner shall give Notice to the County, in accordance with Section 12 of this Agreement, of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

- 11.1.4. Deemed Approved.** Unless the County objects in writing within thirty (30) business days, the County shall be deemed to have approved of and consented to the assignment.
- 11.1.5. Partial Assignment of Project.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 11.1.6. Partial Assignment of Project Site.** A partial assignment of the project site is prohibited under this Agreement. The project site shall be continuously owned under one ownership until the project is deemed abandoned and fully decommissioned as required in this Agreement or any other law applicable at the time.
- 11.1.7. Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
- 11.1.7.1.** If the County is not reasonably satisfied with the proposed assignee's ability to perform the obligations of Developer; or
- 11.1.7.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement.
- 11.1.8. Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 11.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.4. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.6. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues,



changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

- 11.7. Force Majeure Event.** A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

**12. Notices.**

- 12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth below.

**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

**And:**

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

**If to Developer:**

Strata Solar, LLC  
Attn: Venkatesh Inti  
800 Taylor Street  
Durham, NC 27701

**If to Landowner:**

Willson Family Trust  
1700 S 7500 W  
Ogden, UT 84404

- 12.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by Notice to the other party may designate a different address or person to which such notice or communication shall be given.

**13. Default and Remedies.**

- 13.1. Failure to Perform Period.** No party shall be in default under this Agreement unless it has

failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

**13.2. Withholding of Permits.** County may withhold any permits from the Project Site in the event the Project falls out of compliance with any part of this Agreement or any Vested Laws. This may occur whether or not County has initiated other enforcement remedies under this Agreement or any other provision of law.

**13.3. Dispute Resolution Process.**

**13.3.1. Conference.** In the event of any dispute relating to this Agreement, each Party, upon the request of the other Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send an Developer's representative and any Developer's 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.

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

**14. Entire Agreement.**

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

**IN WITNESS HEREOF**, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval.

Approved by the Parties herein undersigned this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNATORIES**

**“County”**

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

By: \_\_\_\_\_

Scott K. Jenkins  
Chair, Weber County Commission

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

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

**“Developer”**

**Little Mountain Solar, LLC.**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**Developer: Little Mountain Solar, LLC. Acknowledgment  
(Corporation)**

State Of \_\_\_\_\_)

)ss.

County Of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation 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

**“Landowner”**

**Willson Family Trust**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**Landowner: Willson Family Trust Acknowledgment  
(Trust)**

State Of \_\_\_\_\_)

)ss.

County Of \_\_\_\_\_)

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

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public, residing in





## Attachment A

### Project Area Legal Description and Graphic Depiction

**All of Parcel #10-044-0019 being more particularly described as follows:**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: EXCEPTING A STRIP OF LAND 2 RODS WIDE ON THE SOUTHSIDE OF THE ABOVE DESCRIBED LAND.

**All of Parcel #10-047-0001 being more particularly described as follows:**

THE NORTH 1/2 OF THE NORTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SUBJECT TO PERPETUAL NON-EXCLUSIVE RIGHT OF WAY ANDEASEMENT FOR EMERGENCY AND FARM USE ONLY TO RUN WITH THE LAND FOR THE BENEFIT OF THE GRANTEE AND ITS SUCCESSORS AND ASSIGNS AND TO BE APPURTENANT TO THE ABOVE DESCRIBED LAND OVER AND ACROSS THE FOLLOWING: A PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 26 AND THE EAST LINE OF 7500 WEST WHICH IS SOUTH 89D16'52" EAST 66.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 26 BEING A WEBER COUNTY SURVEY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 89D16'52" EAST 3102.75 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0D38'41" WEST 16.00 FEET; THENCE NORTH 89D16'52" WEST 3102.71 FEET TO THE EAST LINE OF SAID 7500 WEST; THENCE NORTH 0D30'42" EAST 16.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. (E# 2939626)

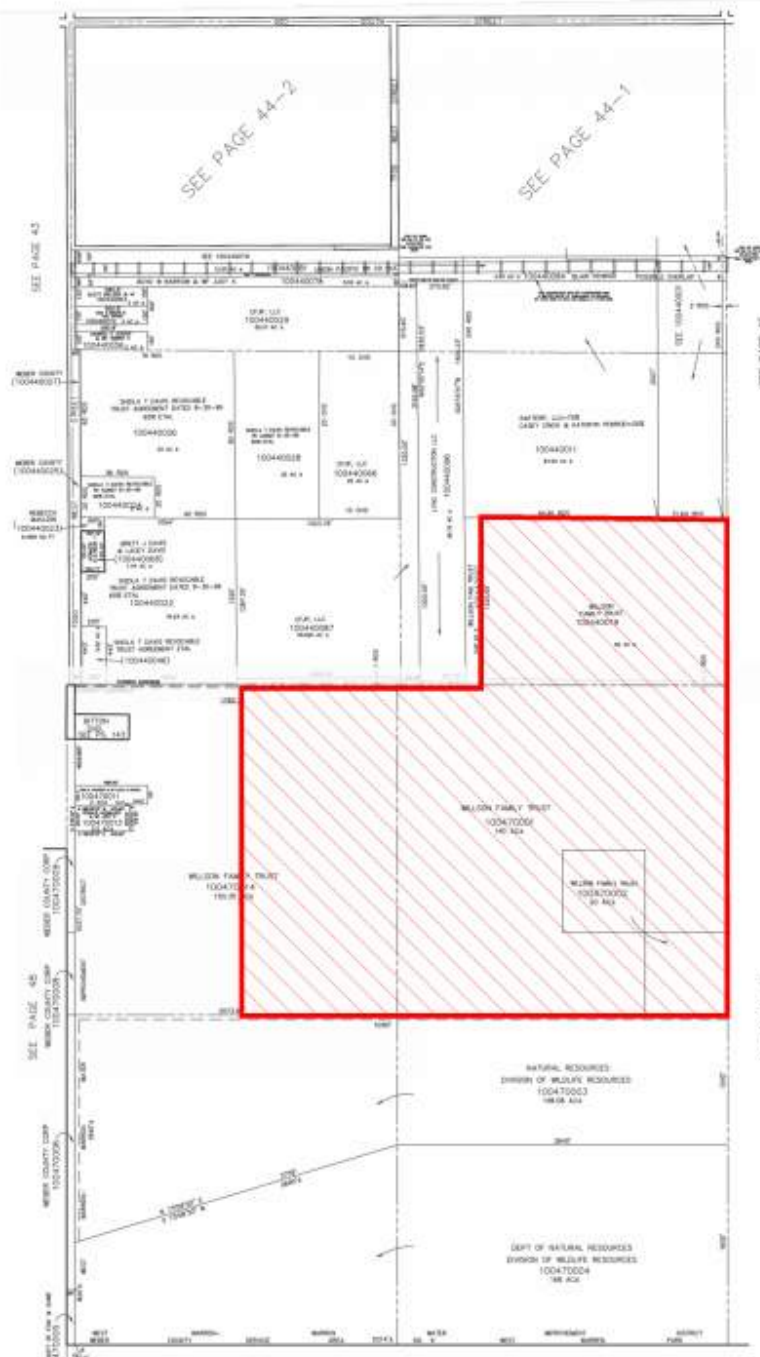
**All of Parcel #10-047-0002 being more particularly described as follows:**

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**Part of Parcel #10-047-0014 being more particularly described as follows:**

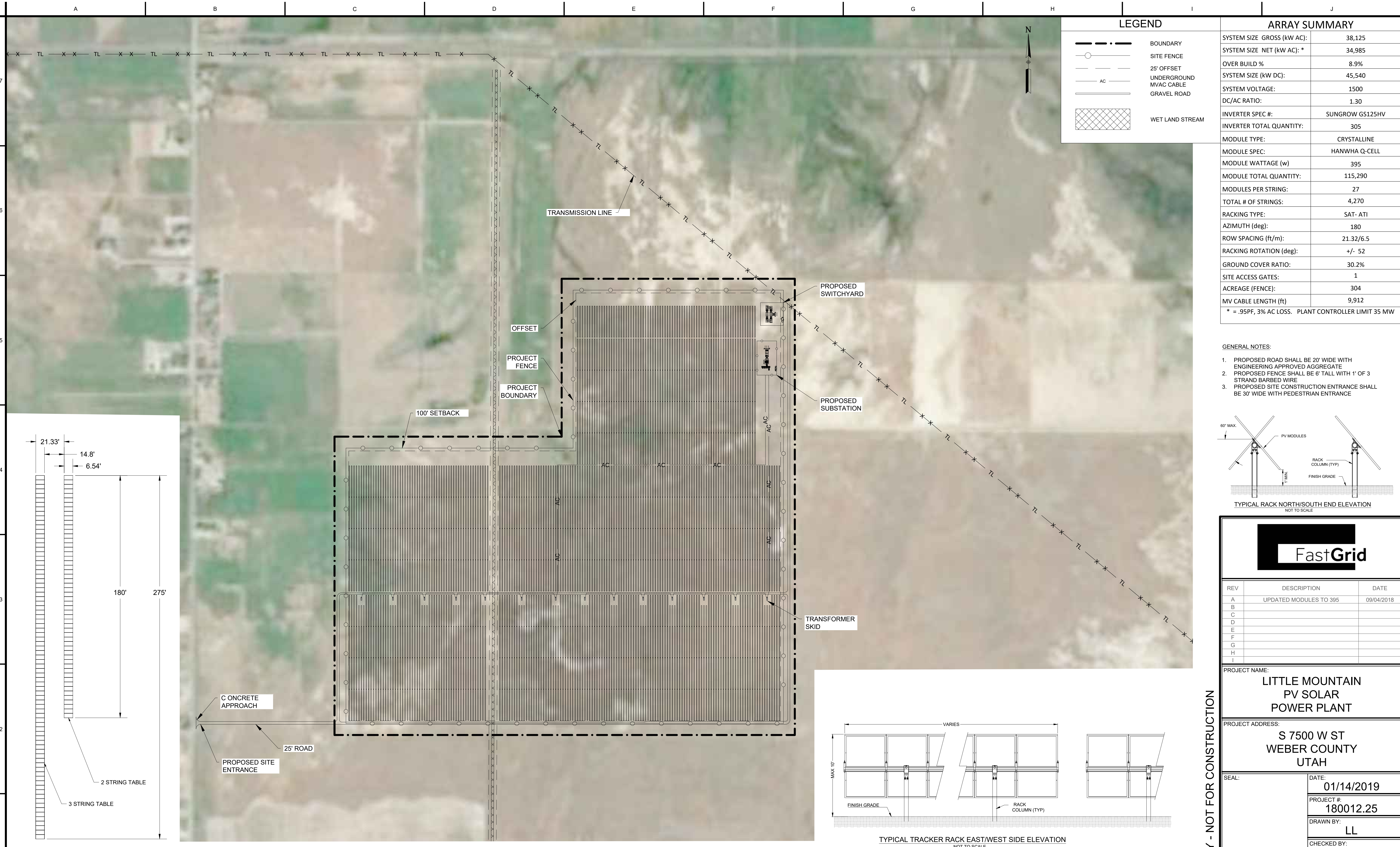
The eastern half of the following legal description: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER, THENCE EAST TO THE NORTH QUARTER CORNER, THENCE SOUTH TO THE CENTER OF SAID SECTION 26, THENCE WEST 2573.99 FEET, TO PROPERTY CONVEYED TO WEBER COUNTY, THENCE NORTH 1537.70 FEET, THENCE SOUTH 88D26'18" EAST 435.60 FEET, THENCE NORTH 0D30'42" EAST 216.7 FEET, THENCE WEST 145.2 FEET, THENCE NORTH 150 FEET, THENCE SOUTH 88D57' WEST 580 FEET, THENCE NORTH 463.80 FEET, THENCE WEST 66 FEET, THENCE NORTH 338.5 FEET TO THE POINT OF BEGINNING. EXCEPT BITTON SUBDIVISION. (E# 2692136) SUBJECT TO A PERPETUAL NON-EXCLUSIVE RIGHT OF WAY ANDEASEMENT FOR EMERGENCY AND FARM USE ONLY TO RUN WITH THE LAND FOR THE BENEFIT OF THE GRANTEE AND ITS SUCCESSORS AND ASSIGNS AND TO BE APPURTENANT TO THE ABOVE DESCRIBED LAND OVER AND ACROSS THE FOLLOWING: A PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 26 AND THE EAST LINE OF 7500 WEST WHICH IS SOUTH 89D16'52" EAST 66.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 26 BEING A WEBER COUNTY SURVEY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 89D16'52" EAST 3102.75 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0D38'41" WEST 16.00 FEET; THENCE NORTH 89D16'52" WEST 3102.71 FEET TO THE EAST LINE OF SAID 7500 WEST; THENCE NORTH 0D30'42" EAST 16.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. (E# 2939626)

Also described as: THE EASTERN HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.



**Attachment B**  
Proposed Site Layout  
[On Following Page]





**LEGEND**

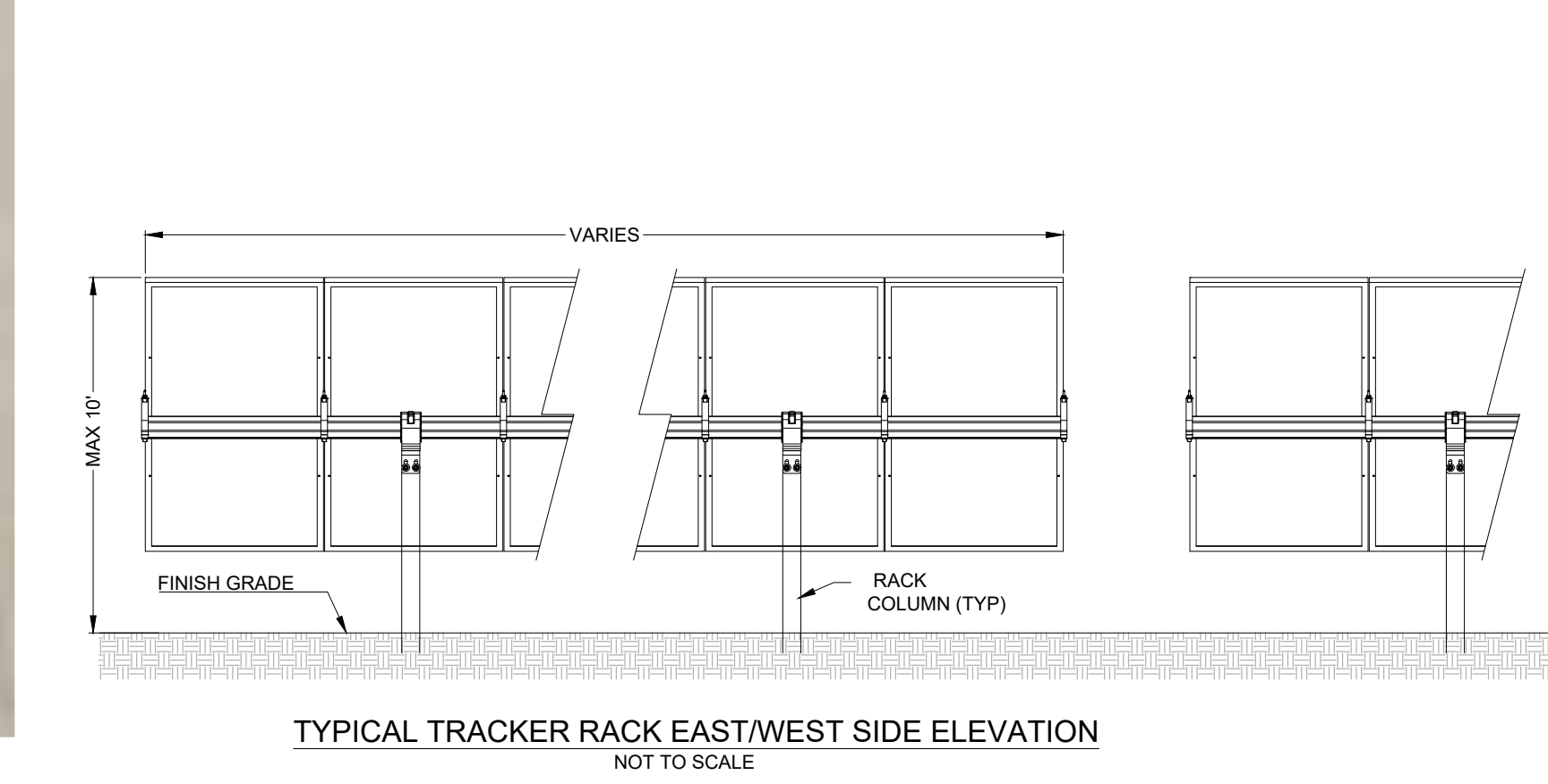
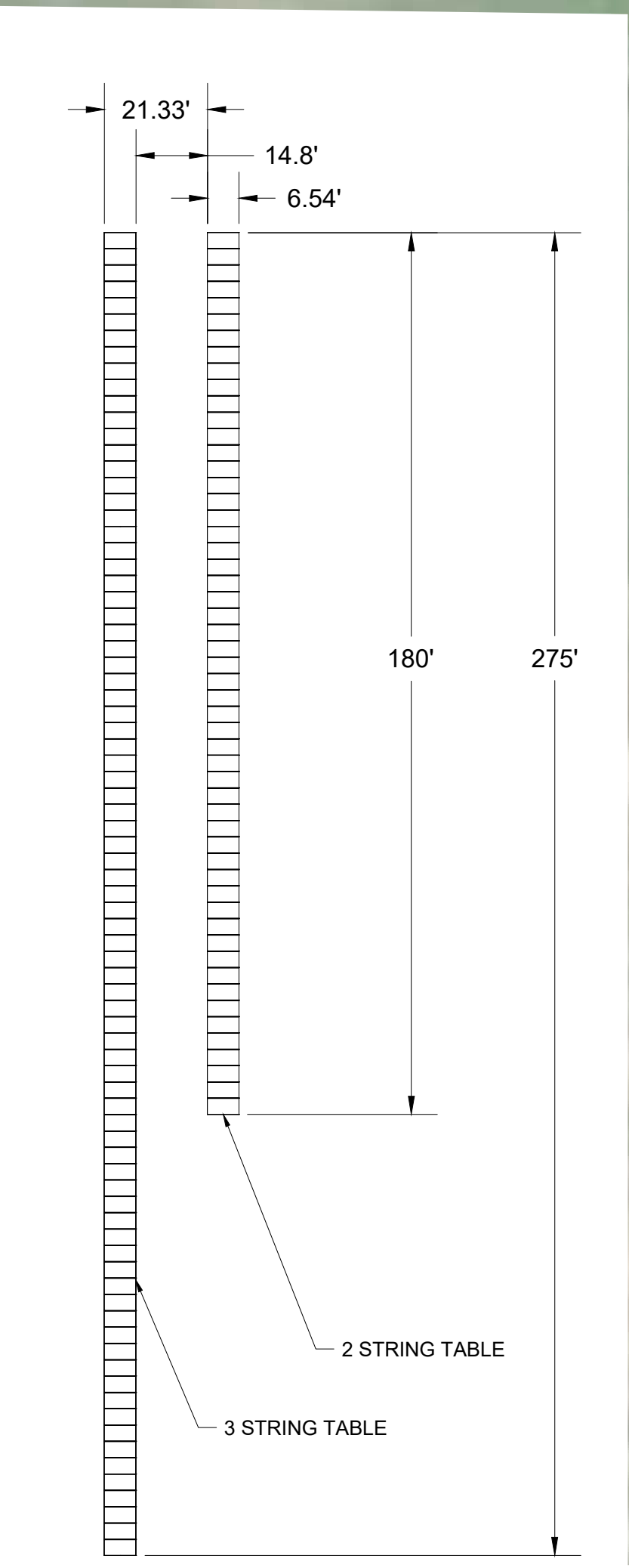
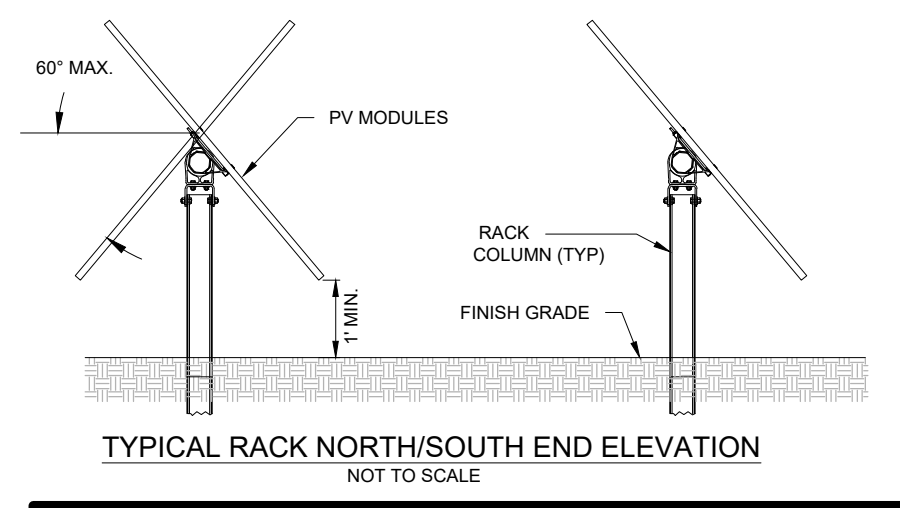
- BOUNDARY
- SITE FENCE
- - - 25' OFFSET
- AC
- UNDERGROUND MVAC CABLE
- GRAVEL ROAD
- ▨ WET LAND STREAM

**ARRAY SUMMARY**

SYSTEM SIZE GROSS (kW AC):	38,125
SYSTEM SIZE NET (kW AC): *	34,985
OVER BUILD %	8.9%
SYSTEM SIZE (kW DC):	45,540
SYSTEM VOLTAGE:	1500
DC/AC RATIO:	1.30
INVERTER SPEC #:	SUNGROW GS125HV
INVERTER TOTAL QUANTITY:	305
MODULE TYPE:	CRYSTALLINE
MODULE SPEC:	HANWHA Q-CELL
MODULE WATTAGE (w)	395
MODULE TOTAL QUANTITY:	115,290
MODULES PER STRING:	27
TOTAL # OF STRINGS:	4,270
RACKING TYPE:	SAT- ATI
AZIMUTH (deg):	180
ROW SPACING (ft/m):	21.32/6.5
RACKING ROTATION (deg):	+/- 52
GROUND COVER RATIO:	30.2%
SITE ACCESS GATES:	1
ACREAGE (FENCE):	304
MV CABLE LENGTH (ft)	9,912

\* = .95PF, 3% AC LOSS. PLANT CONTROLLER LIMIT 35 MW

- GENERAL NOTES:**
1. PROPOSED ROAD SHALL BE 20' WIDE WITH ENGINEERING APPROVED AGGREGATE
  2. PROPOSED FENCE SHALL BE 6' TALL WITH 1" OF 3 STRAND BARBED WIRE
  3. PROPOSED SITE CONSTRUCTION ENTRANCE SHALL BE 30' WIDE WITH PEDESTRIAN ENTRANCE



**FastGrid**

REV	DESCRIPTION	DATE
A	UPDATED MODULES TO 395	09/04/2018
B		
C		
D		
E		
F		
G		
H		
I		

PROJECT NAME:  
**LITTLE MOUNTAIN PV SOLAR POWER PLANT**

PROJECT ADDRESS:  
**S 7500 W ST  
WEBER COUNTY  
UTAH**

SEAL: \_\_\_\_\_ DATE: **01/14/2019**

PROJECT #: **180012.25**

DRAWN BY: **LL**

CHECKED BY: **EH**

SHEET NAME:  
**OVERALL SITE PLAN**

SHEET #:  
**E-100.3**

**PV SITE LAYOUT - PLAN VIEW**  
SCALE: 1"=350'

**PROPOSED TRACKER LAYOUT**  
Scale: 1:30

SCALE: 1"=350'

PRELIMINARY - NOT FOR CONSTRUCTION

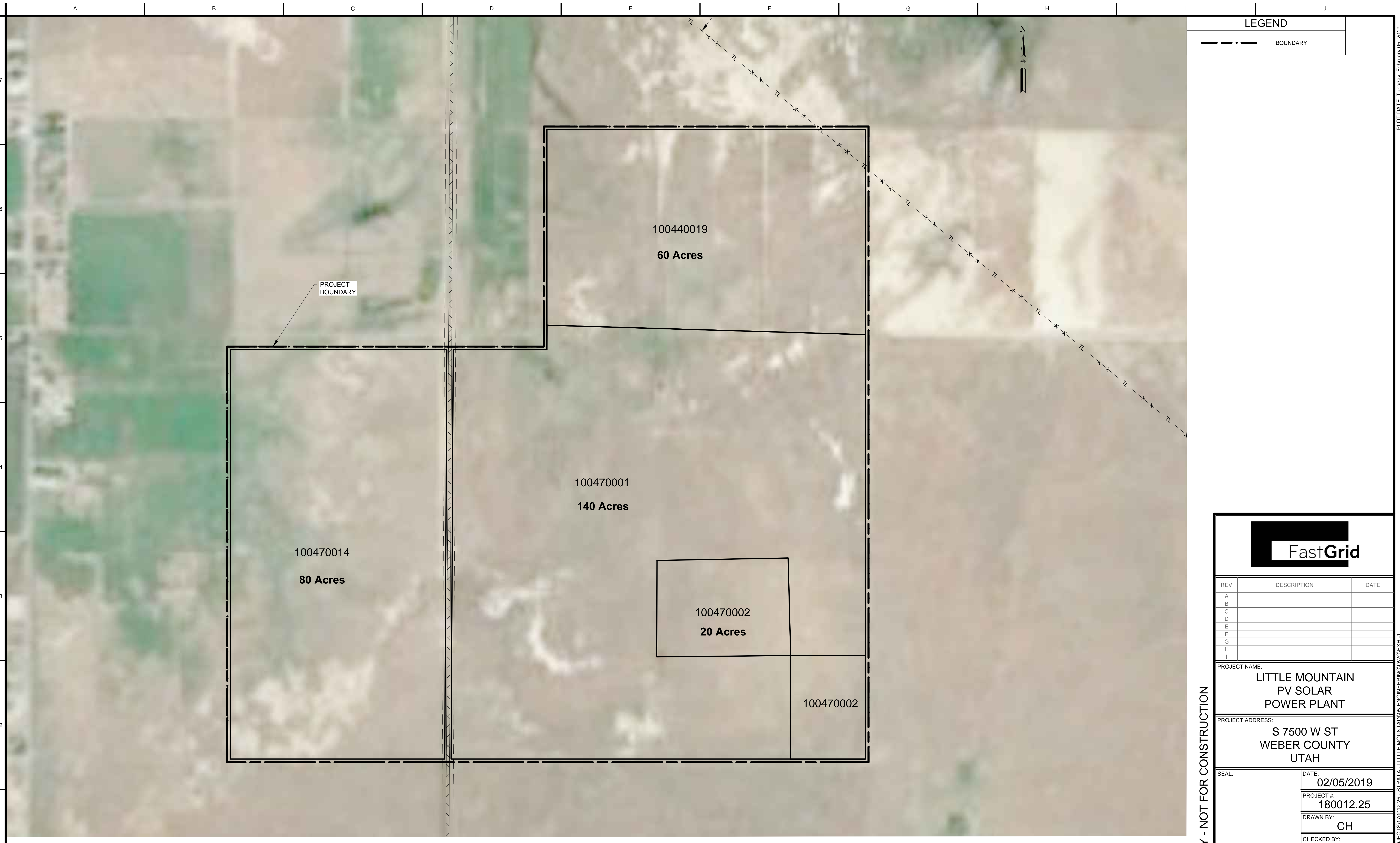
PLOT DATE: Monday, January 14, 2019  
LOCATION: S:\08\_PROJECTS\17012.25 - STRATA - LITTLE MOUNTAIN\05 ENGINEERING\DWG\E-100.3 OVERALL SITE PLAN



**Attachment C**

Proposed Site Layout – Parcel Boundary Overlay

[On Following Page]



LEGEND	
	BOUNDARY

PROJECT BOUNDARY

100440019  
60 Acres

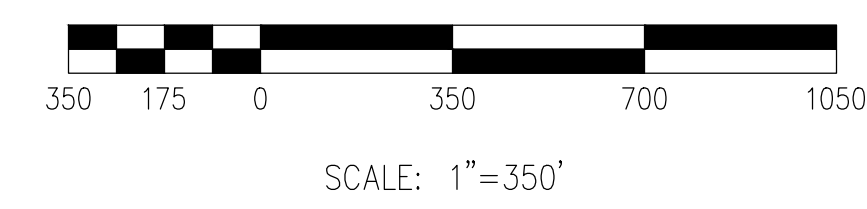
100470001  
140 Acres

100470014  
80 Acres

100470002  
20 Acres

100470002

**PV SITE LAYOUT - PLAN VIEW**  
SCALE: 1"=350'



REV	DESCRIPTION	DATE
A		
B		
C		
D		
E		
F		
G		
H		
I		

PROJECT NAME:  
**LITTLE MOUNTAIN PV SOLAR POWER PLANT**

PROJECT ADDRESS:  
**S 7500 W ST  
WEBER COUNTY  
UTAH**

SEAL:	DATE: <b>02/05/2019</b>
	PROJECT #: <b>180012.25</b>
	DRAWN BY: <b>CH</b>
	CHECKED BY: <b>EH</b>

SHEET NAME:  
**EXHIBIT 1**

SHEET #:  
**EXH-1**

PRELIMINARY - NOT FOR CONSTRUCTION

PLOT DATE: Tuesday, February 05, 2019  
LOCATION: S:\08\_PROJECTS\170012.25 - STRATA - LITTLE MOUNTAIN\GIS\ENGINEERING\DWG\EXH-1



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** To consider and take action on ZMA 2019-01, a request to to apply the solar overlay zone (SOZ) to approximately 370 acres of land at approximately 1700 South 7500 West

**Agenda Date:** Tuesday, February 12, 2019

**Applicant:** Strata Solar; Doug Larson as Agent

**File Number:** ZMA 2019-01

### Property Information

**Approximate Address:** 1700 South 7500 West

**Zoning:** Currently zoned A-3

**Existing Land Use:** Agricultural

**Proposed Land Use:** Solar Farm

**Township, Range, Section:** T6N, R3W, Section 23 and 26

### Adjacent Land Use

<b>North:</b> Agricultural/Rangeland	<b>South:</b> State of Utah (Ogden Bay)
<b>East:</b> Agricultural/Rangeland	<b>West:</b> Agricultural and Large Lot Residential

### Staff Information

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

**Report Reviewer:** RG

## Applicable Ordinances

§102-5: Rezoning Procedures  
 § 104-30: Large Solar Energy System Overlay Zone

## Summary

This application is a request to apply the newly created solar overlay zone (SOZ) to approximately 370 acres of land. The actual acreage is likely to be reduced to 200-250 acres prior to final county commission approval due to a forthcoming revised legal description of the requested overlay zone area, which will not consume 100% of all of the subject parcels, but until then this review assumes all 370 acres is the subject property.

The SOZ will enable the construction and operation of an unmanned utility-scale solar energy facility as a permitted use with a development agreement.

The subject parcels are located east of 7500 West at approximately 1700 South. They receive access from 7500 West. The parcels are wholly within the A-3 zone.

The SOZ allows utility scale solar energy collection with non-reflective collection devices for areas 100 acres or greater in the A-3 and M-3 zones. The SOZ requires a development agreement to provide site specific development conditions. This agreement will be negotiated between the County Commission and Strata Solar, however, the site specific development conditions should be vetted through the planning commission.

If favorable, after the commission adopts a development agreement and applies the SOZ to the property, a utility scale solar energy operation will be entitled to occur there with no additional approvals, provided it complies with the SOZ and development agreement.



A few community effects to consider when reviewing this application is the aesthetic effect, the transportation effect, the construction and disassembly effect, and the weed management effect.

Staff are recommending that the planning commission offer a positive recommendation to the county commission for the overlay zone with the specific requirements listed herein to be incorporated into a development agreement prior to final adoption.

### 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 compatibility with the general plan and existing ordinances.

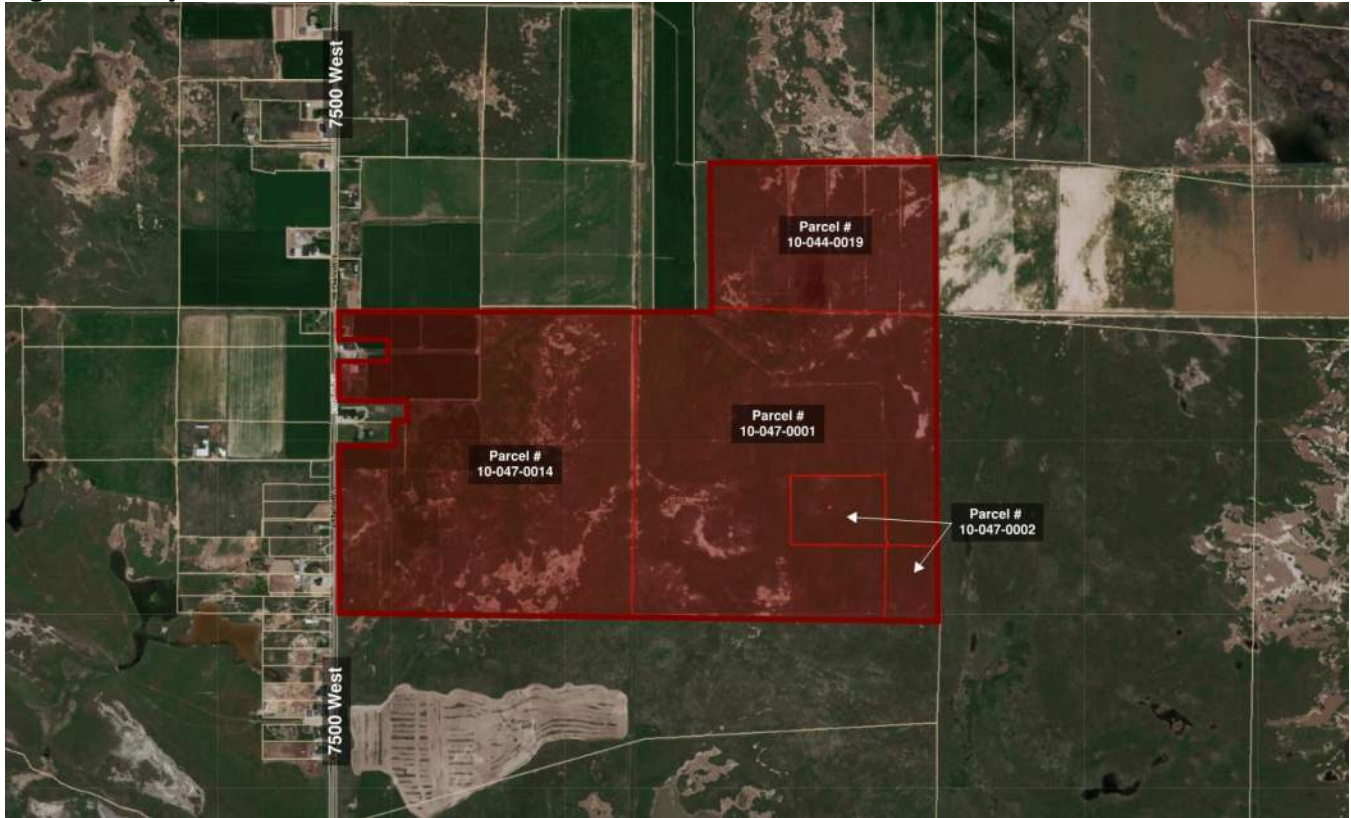
### Policy Analysis

The subject property is comprised of the following four contiguous parcels: #10-044-0001, #10-044-0002, #10-044-0014, #10-044-0019, which combined, form approximately 370 acres. The parcels are currently owned by the Willson Family Trust. The Willson Family Trust will lease 200-250 acres to Strata Solar. The remainder of the land will continue to be used as agricultural property. Figure 1 shows the general area of the project. Figure 2 shows the specific parcels included in this application.

Figure 1: Vicinity and Boundaries of Project Parcels



**Figure 2: Project Parcels.**



The Weber County Land Use Code has provisions that govern application-driven rezones. The following is a policy analysis of this requested rezone based on those provisions and relevant best-planning practices.

**Zoning.** The subject parcels are currently located in the A-3 zone. That is not being proposed to change. Rather, a solar overlay zone (SOZ) is being proposed to overlay the parcel's A-3 zoning. Figure 3 shows the current zoning of the parcels and the parcels' outer boundary. Figure 4 shows the parcels with the proposed SOZ.

The purpose and intent listed in the A-3 zone is:

*"...to designate farming areas where heavy agricultural pursuits can be permanently maintained."*<sup>1</sup>

The preferred use of the A-3 zone is:

*Agriculture is the preferred use in Agriculture Zone A-3. All agricultural operations shall be permitted at any time, including the operation of farm machinery and no agriculture use shall be subject to restriction because it interferes with other uses permitted in the zone.*<sup>2</sup>

The purpose and intent of the SOZ is:

*The solar overlay zone (SOZ) is intended to allow a legislatively adopted overlay zone that permits a large solar energy system. This chapter also establishes minimum requirements and regulations for the placement, construction, and modification of large solar energy systems, as defined in Section 101-1-7, while promoting the safe, effective and efficient use of these energy systems.*<sup>3</sup>

<sup>1</sup> § 104-8-1 of the Weber County Code

<sup>2</sup> § 104-8-2 of the Weber County Code

<sup>3</sup> § 104-30-1 of the Weber County Code



Figure 3: Current Zoning and Boundaries of Project Parcels.

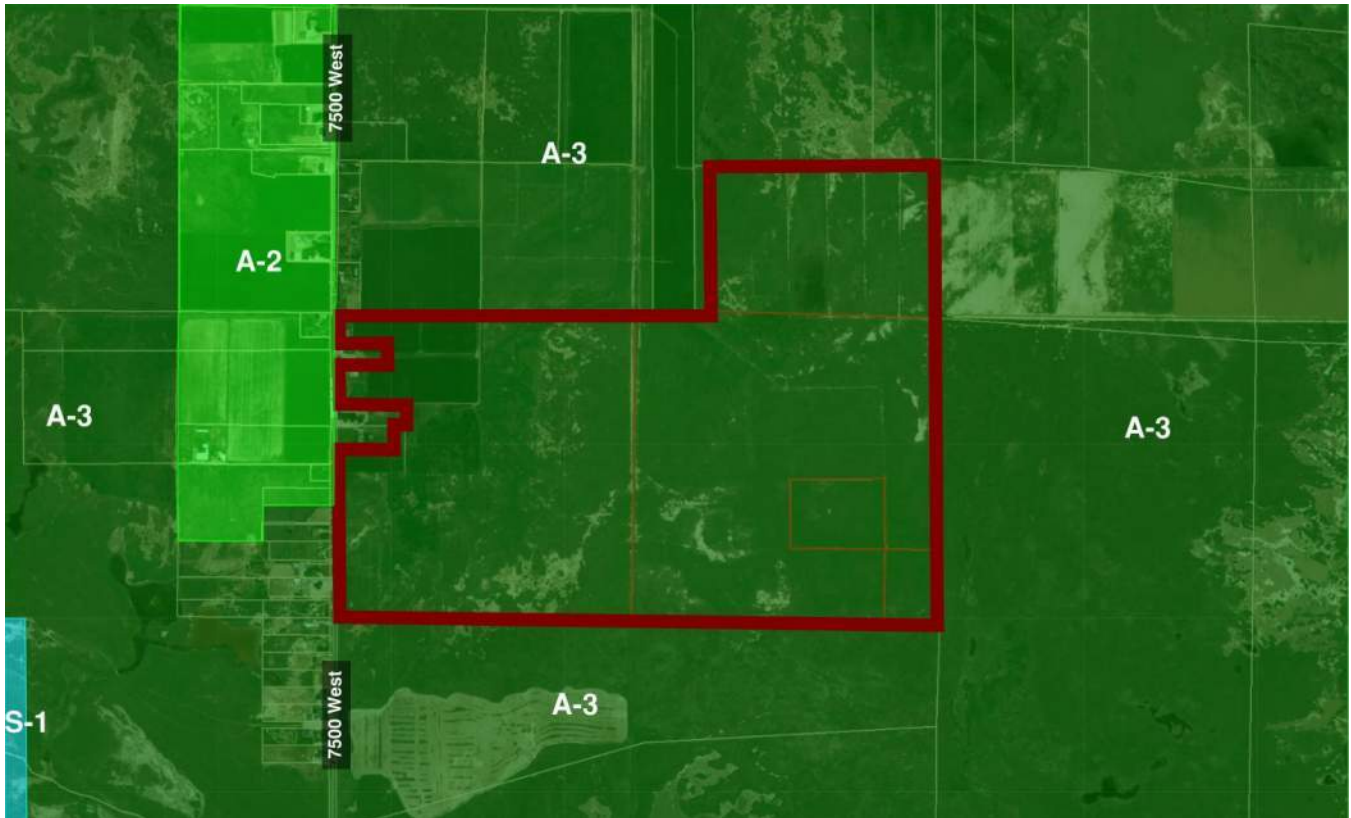


Figure 4: Proposed Zoning and Boundaries of Project Parcels.



The SOZ requires a solar project to encumber at least 100 acres with a development agreement that specifies, among other things, the development standards and performance of the solar farm. Those standards are as follows, with an evaluation of how they may be applied to this application.

- *Site plan.* Exhibit F, also seen, in part, in Figure 6, shows the proposed concept plan for the site.
  - The solar project will not consume the entire 370 acres of the site, but rather will consume between 200 and 250 acres on the eastern side of the site. The unused western side is proposed to continue to be used for agriculture.
  - The site will be fenced with a six foot chainlink fence with barbed wire on top. The fence will be setback 100 feet from the property boundary's northern, eastern, and southern boundary. The fence will be approximately 1,200 feet from the property's western boundary, 650 feet from the nearest parcel boundary containing a residence, and approximately 1,000 feet from any residence. This demonstrates compliance with the SOZ setback requirements.
  - There will be a proposed power substation onsite. No conditional use permit is required for this substation under the SOZ rules. The substation will be on the eastern edge of the site, nearly one mile from the nearest residence. It appears to comply with the county's public utility substation requirements.<sup>4</sup>
  - The site will be accessed from 7500 West. There is a proposed concrete approach from the project boundaries to 7500 West that will protect the edge of asphalt on that street. We recommend this be asphalt to seam better with the street's asphalt.
  - The site plan proposes a gravel driveway along the southern edge of the property. We recommend this be compacted road-base with dust treatment, sufficient to support a 75,000 lbs. fire truck.
  - Given the distance from the nearest residence, no screening has been proposed. The planning commission should determine whether this is satisfactory given site conditions and neighboring uses.
- *Vegetation plan.* No formal vegetation plan has been proposed. Where the project's perimeter is more than 1,000 feet from any residence and 1,200 feet from any street, it may be determined by the planning commission that the distance offers a satisfactory buffer in lieu of vegetation. We recommend requiring, at the very least, a viable weed mitigation plan for the entire site and an appropriate financial security, as approved by the County Attorney, Treasurer, and Planning Director, to ensure perpetual compliance.
- *Waterfowl and other wildlife mitigation.* It is our understanding that the solar panels are a photovoltaic panel with a surface treatment intended to capture as much sunlight as possible. They are intended to be nonreflective and will slowly move throughout the day to track the sun. The motion is slow enough to not create an unreasonable risk of harm to birds and other wildlife. The panels do not generate heat at dangerous levels. One element of concern, especially for this location, is the "lake effect" that a large solar system can create in which birds mistake the panels for water. Some waterfowl are unable to take flight if not on water. We recommend the panels be treated with special industry-standard patterns, or other reasonable mitigation strategies, to eliminate the "lake effect" from this site.
- *Performance measures.* As mentioned above, we recommend that the company maintain a financial security to ensure perpetual performance with development standards. The form of this security will need to be approved by the County Attorney and County Treasurer. This will likely result in the company maintaining a surety policy, naming the county as a beneficiary. A surety is similar to an insurance policy, but, in this case, is intended to ensure satisfactory compliance with requirements.
- *Height requirements.* Exhibit F, also seen, in part, in Figure 7, shows the proposed height of the solar structures, which is 10 feet. The SOZ limits this height to 15 feet.
- *Relevant conditional use requirements.*
  - *Fire.* The construction of the solar farm will be required to meet the requirements of the local fire authority.

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<sup>4</sup> See § 108-10 of the Weber County Code.



- *Law enforcement.* The difference in demand for services from the local law enforcement and local EMS may increase during the construction period, but are anticipated be reduced virtually back to existing levels once the site is constructed and the security fence is erected.
- *Local infrastructure.* Traffic in the area may be impacted during the construction and future reclamation of the site, but once completed, the impact will be fairly negligible. All construction staging should remain onsite. The proposed drive approach will mitigate street-shoulder damage caused by occasional maintenance vehicles coming to the site.
- *Water and septic.* It is not anticipated that the site will require permanent culinary water or sanitary sewer facilities, as the site is intended to be unmanned except during occasional maintenance. If the planning commission desires to apply any vegetation requirements for the site then secondary or irrigation water will be necessary.
- *Environmental concerns.*
  - *Site prep and earth movement.* The land is relatively flat and is not anticipated to need significant earth movement. In the event earth movement is required the applicant will be required to provide storm drainage mitigation.
  - *Wetlands.* As can be seen in Figure 5, the site has a large amount of delineated wetlands. It is often permissible to develop in wetland areas, provided any reduction to wetland is appropriately compensated with the creation of other wetland area. A wetland mitigation/management plan has not been submitted for our review. We recommend that the development agreement give reference to the Army Corps of Engineers and the need for their approval of the proposal.

**Figure 5: National Wetland Inventory Map**

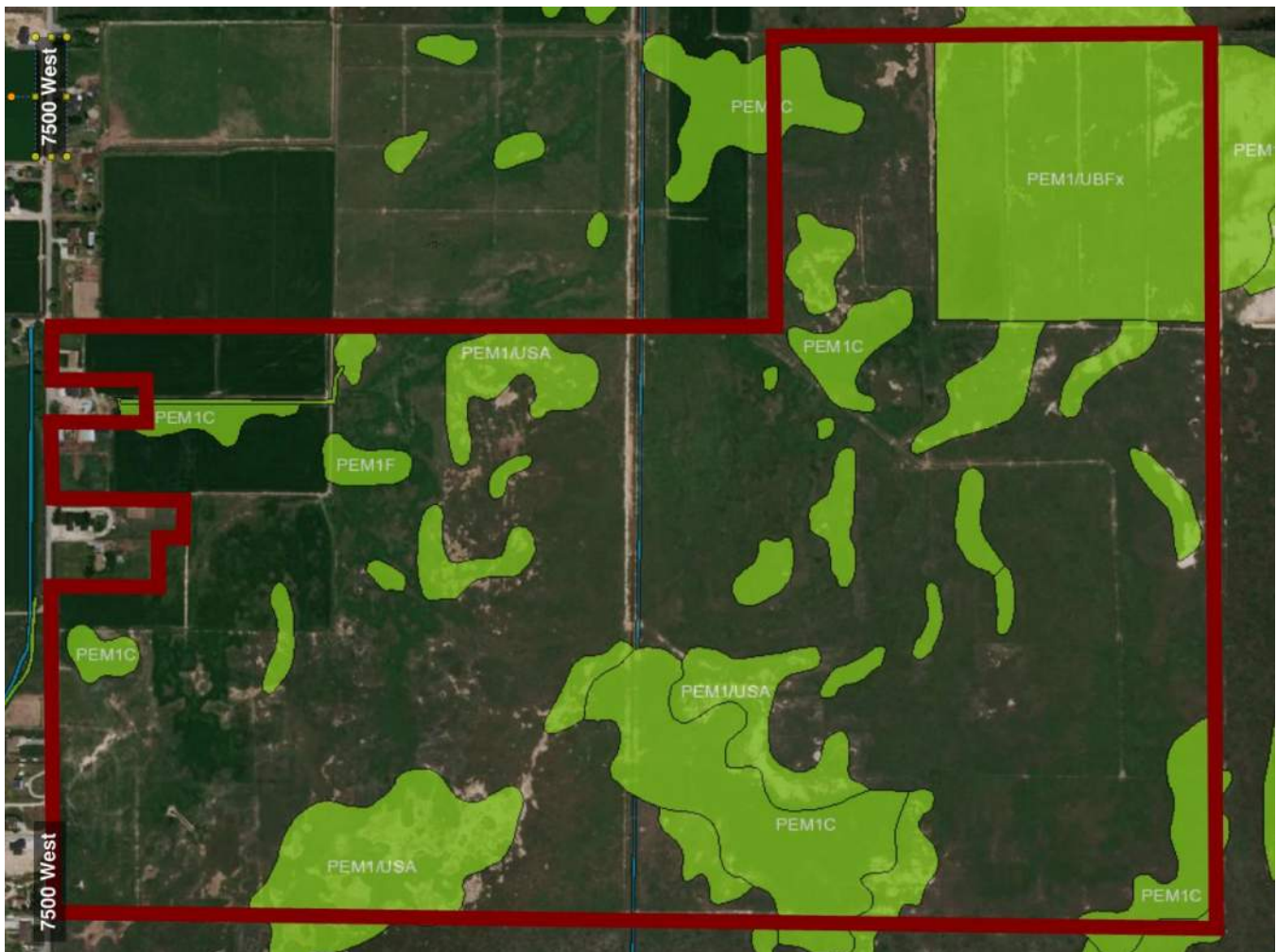


Figure 6: Concept Site Plan (excerpt)

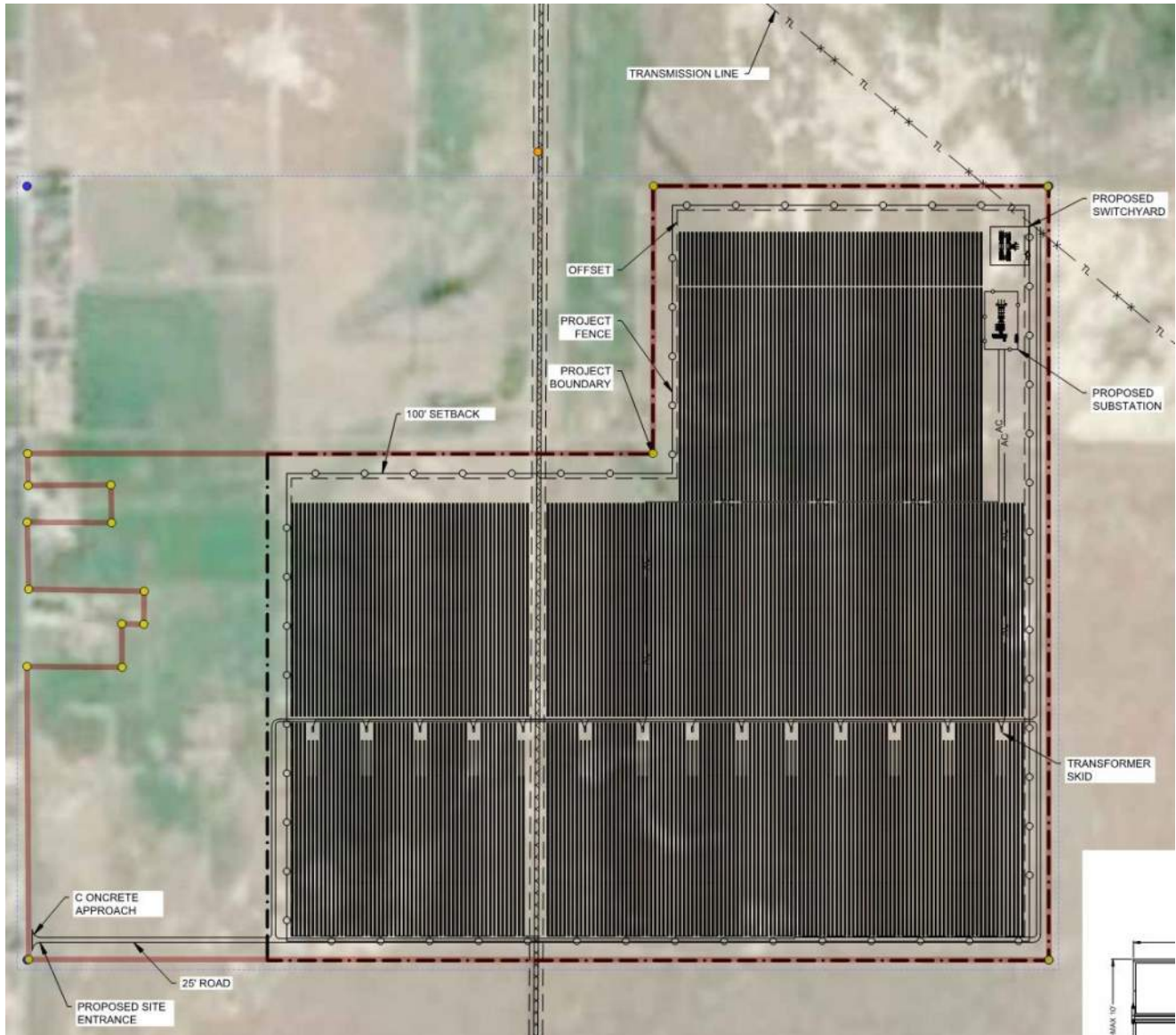
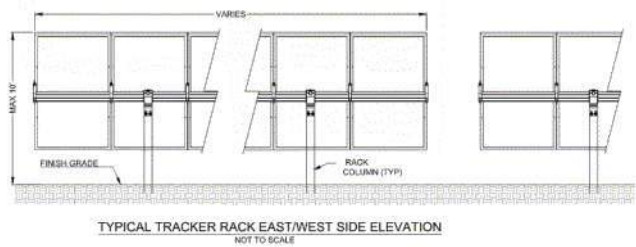


Figure 7: Solar Panel Side Elevation View



*General plan.* The West Central Weber County General Plan does not offer any specific recommendations regarding energy generation, however, the Western Weber County Resource Management Plan does. It suggests that there may not be sufficient acreage for large-scale solar generation given the existing agricultural uses of the area.<sup>5</sup> However, it does offer this recommendation:

*Policy: Energy Resources Support the development of renewable energy resources, such as solar,*

<sup>5</sup> Western Weber County Resource Management Plan, p. 18.

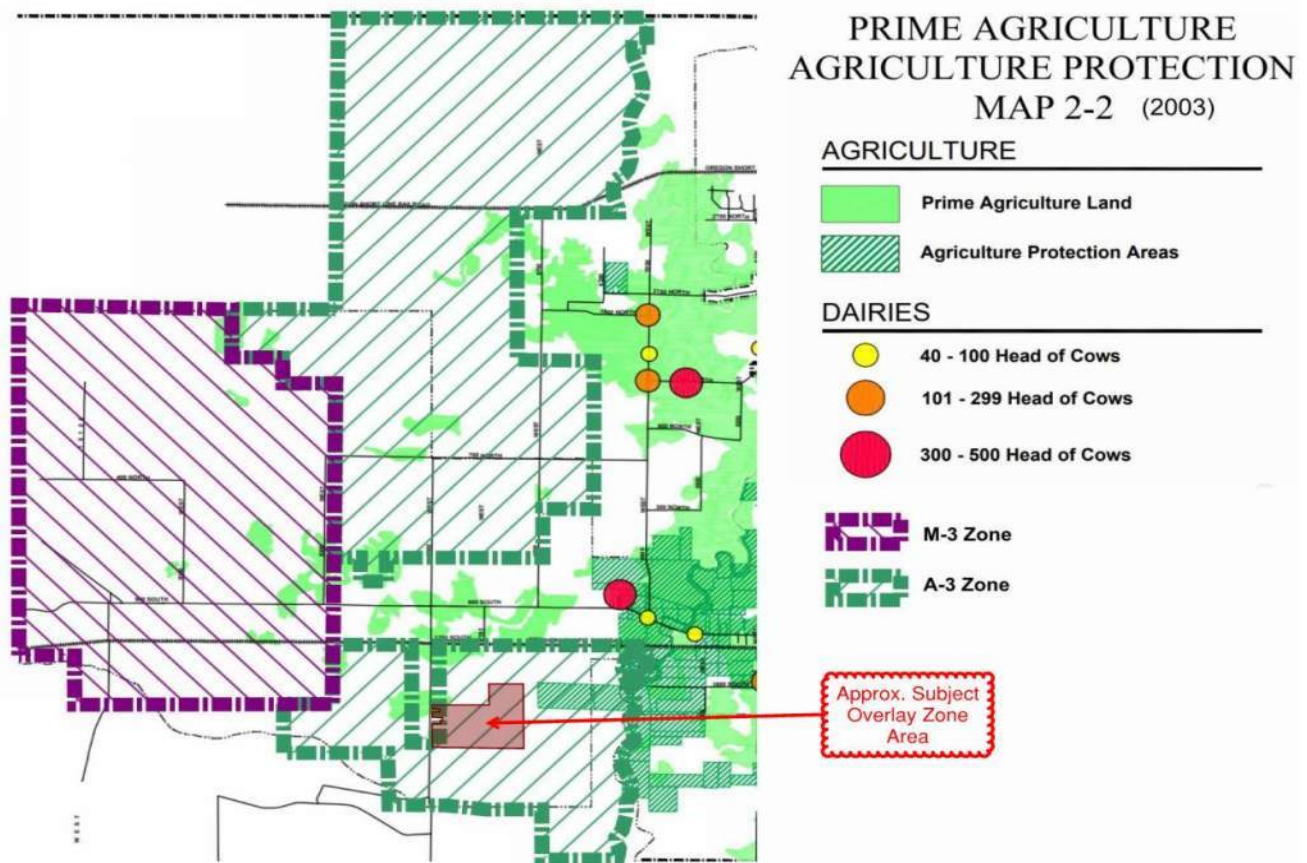


wind power, and geothermal energy for private or small-scale commercial uses.<sup>6</sup>

The author's dismissal of larger solar farms is based on land-acreage as opposed to other community impact concerns. This could be interpreted to mean that allowing large-scale solar systems may be supportable if sufficient land is available that is not already better used by agricultural uses.

The West Central Weber County General Plan suggests that the A-3 zone has very little prime agricultural land. Figure 8 offers a map showing the A-3 boundaries and prime agricultural land (as of 2003). This map shows that other than a small portion on the western border of the subject parcels, an area where agricultural operations are intended to continue onsite, the majority of the subject property, and all of the area where the proposed solar panels will be constructed<sup>7</sup>, contains no prime agricultural land.

**Figure 8: Prime Agricultural Land and A-3 and M-1 Zoning in Western Weber County.**



## Noticing Compliance

A hearing for this item before the Planning Commission has been posted for public notice in compliance with UCA §17-27a-205 and UCA §17-27a-502 in the following manners:

- Posted on the County's Official Website
- Posted on the Utah Public Notice Website
- Published in a local newspaper

## Staff Recommendation

<sup>6</sup> Western Weber County Resource Management Plan, p. 32.

<sup>7</sup> See Exhibit F for the concept site plan.



Staff recommends the planning commission recommend approval to the county commission for file #ZMA 2019-01, a solar overlay zone for approximately 370 acres located at approximately 1700 S. 7500 W. This recommendation comes with the following recommended development agreement requirements:

1. A building permit is required for the solar structures.
2. Area for accessory structures anticipated to be needed in the future should be shown on the site plan and provisions for their permitting should be established such that it isn't necessary to amend the development agreement.
3. Keys or access codes to any security gate should be given to local law enforcement, fire, and EMS; or, at the request of one of those authorities, a special lock should be used that enables access during emergency situations.
4. Chainlink fencing should be vinyl or powder coated with an earth-toned color that blends well with the natural colors of the site area and eliminates the shine of untreated chainlink.
5. The drive approach to the property lines should be compacted and asphalted to the satisfaction of the County Engineer. At the owner's option, the approach may be completed after completion of construction of the site or within six months after commencement of construction of the site. A photo survey of the existing edge of asphalt on 7500 West at the site's entrance should document the current asphalt condition prior to commencement of construction. Any excess damage to the existing asphalt should be replaced at the time of asphaltting the drive approach. No final building inspection should be given until the approach is installed or a cash escrow has been offered to secure its construction.
6. A weed mitigation plan should be provided to the satisfaction of the Planning Director.
7. The owner and operator should be required to agree to provide reasonable treatment methods to mitigate the impact on waterfowl and other wildlife in the area. In doing so, all reasonable efforts should be made to accommodate and mitigate any concerns from the Utah Division of Wildlife Resources (UDWR), if required by the planning director. If not in conflict with the recommendations of UDWR, and if no other mitigation of "lake effect" is offered, recommended, or required, special patterns should be added to the panels to significantly reduce their appearance as a body of water to waterfowl. Performance measures should be implemented to determine whether additional mitigation treatments are necessary in the future, as may be recommended by the UDWR or Planning Director. The owner and operator should be required to allow county staff or UDWR staff to inspect the site at any reasonable time, with or without notice. If accessing without a company representative present, staff should be accompanied by law enforcement.
8. All power or other utility lines should be underground.
9. The wetlands impact and any necessary mitigation should be approved by the Army Corps of Engineers.
10. Construction staging should be restricted to the subject parcels.
11. An irrigation plan should be provided and a will-serve letter or feasibility letter should be provided from the relevant irrigation/water entity if vegetation is proposed or required for the site.
12. Upon discontinuance of the use, the site should be returned to its current condition, with all solar infrastructure onsite removed. A financial security should be provided to ensure this reclamation occurs.
13. Any outstanding review agency requirements should be appropriately applied in accordance with the law and to that review agency's satisfaction.

## Exhibits

- Exhibit A: Application.
- Exhibit B: Vicinity Map.
- Exhibit C: Current parcel layout.
- Exhibit D: Current Zoning Map.
- Exhibit E: Proposed Zoning Map.
- Exhibit F: Concept Site Plan.
- Exhibit G: Prime Agriculture Map (2003 General Plan).
- Exhibit H: National Wetland Inventory Map.

## Weber County Zoning Map | *Rezone Application*

**Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401**

Date Submitted:	Received By (Office Use)	Added to Map (Office Use)
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### Property Owner Contact Information

Name of Property Owner(s) Wilson Family Trust		Mailing Address of Property Owner(s) 1700 South 7500 West Ogden, Utah 84404
Phone	Fax	
Email Address		Preferred Method of Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Mail

### Authorized Representative Contact Information | APPLICANT

Name of Person Authorized to Represent Request   Project Douglas Larsen   Mathew Niesen (Strata Solar)		Mailing Address of Authorized Person Strata Solar Development LLC. 285 South 400 East   Suite 216 Moab, Utah 84532
Phone 801.726.9048   435.260.0366	Fax	
Email Address <a href="mailto:Welev8@gmail.com">Welev8@gmail.com</a>   <a href="mailto:mniesen@gmail.com">mniesen@gmail.com</a>		Preferred Method of Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

### Property Information

Project Name Little Mtn. Solar Farm	Current Zoning A-3	Proposed Zoning A-3 Solar Zoning Overlay (SOZ)
Approximate Address 1700 South 7500 West	Land Serial Number(s) 10-044-0019 10-047-0001 10-047-0002 10-047-0014	
Total Acreage 250 (+/-)	Current Use Agricultural	Proposed Use Utility Scale Solar Farm

### Project Narrative

#### Describing the project vision

Under the umbrella and direction of Weber County Land Use Ordinance: Chapter 30: Large Solar Energy System Overlay Zone (SOZ), Strata Solar (Developer) desires to develop a 48MW solar farm (large solar energy system) on approximately 250 acres of vacant land located in the western area of the unincorporated Weber County. (Conceptual Site Plan attached as Exhibit A).

The Solar farm system will be comprised of non-reflective solar photovoltaic panels (modules) set in an array mounted to the ground on steel or aluminum frames, a substation, inverters, monitoring systems and security fencing. Lower voltage clean energy generated from the solar farm system will be converted to high voltage energy and will then interconnect with the regional power grid (electricity distribution network) via existing transmission lines located north east of the development site. Access to the system will be from 7500 west. The system will be monitored remotely with maintenance crews attending the site on a monthly basis at minimum, and as needed.



## Project Narrative (continued...)

### How is the change in compliance with the General Plan?

Solar farm projects align well with certain components of the West Central Weber County Vision Statement:

Values and protects its rural character, lifestyle, and atmosphere: Development of solar farms protect large tracts of open acreage from other forms of development such as: residential, commercial, mixed use or industrial with very little impact on environmental and community assets. Once installed (planted) solar farms will not create increased traffic, utilize culinary or secondary water, create sewer waste and do not create any measurable demand on, or need for public safety services. Solar farms across the country exist harmoniously with their rural neighbors. In addition, at the end of a solar farm projects useful life, the ground at a subject site will be returned to the conditions that existed prior to development of the solar farm – open space, often farm ground.

Manages growth to strike a balance between preservation and development: Solar farms can be considered almost a perfect balance between preservation and development as they perpetuate both perspectives. Solar farms inhibit typical growth within a subject site for 25 to 35 years while at the same time allowing and supporting a development project that increases the tax base substantially with minimal use and impact on public services. Furthermore, allowing development of solar farms fosters the concept of enabling property rights opportunities that can provide a feasible pathway to sustaining open-space within communities.

Maintains a community that is safe from environmental hazard and criminal activity: Solar farms are a renewable energy producer. The system will generate “clean” electric power with very limited, if any impact on the surrounding and regional environment.

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

The development of the solar farm can, in a sense protect the integrity of open-space and will inhibit residential subdivision sprawl that is likely to occur over time in Western Weber County.

The harvesting of energy from the sun via ground mounted infrastructure is by all means a process very similar to other harvesting agricultural activity wherein the land is dedicated to the development of a crop. Such crops are dependent on the sun, in addition to water and often other nutrients as well as maintenance and care of the crops – crops are then harvested with the purpose of providing some form of value.

Accordingly, the solar panel and related infrastructure can be thought of as the crop, dependent *only* on the sun and maintenance of the components – ultimately producing a product, clean (renewable) energy that provides sustainable monetary and environmental value.

The solar farm will be a quiet neighbor and can certainly enable the desire of the West Weber community to maintain “...a sense of quiet, country living”.

As well, the Weber County Land Use Ordinance anticipates the potential development of solar farms within the A-3 zone under the direction of Chapter 30: Large Solar Energy System Overlay Zone (SOZ) and such direction provides significant protection the County and project neighbors as the approval is tied to a negotiated Development Agreement – (DRAFT attached as Exhibit B) that binds the development to certain site design and project retirement/termination standards.





**Project Narrative (continued...)**

**How is the change in the public interest?**

The development of commercial solar farms will have very minimal impact on public services and infrastructure. The table below represents the impact and public costs associated with a residential development consisting of 124 single family dwellings. (124 represents the quantity of homes needed at the current average assessed value in order to generate an amount of property tax revenue to public entities equal to that of a solar farm development at a significantly depreciated value of \$19M).

Public Service   Public Asset	Public Cost   Impact Est. of 124 Residential Dwellings	Impact   Use of Public Services & Assets from Solar Farm
<b>Education (Weber School District)</b>		
Average Cost Per Student	\$ 6,500	None
Average Estimated Number of K-12 Students Per Household	1.50	
<b>Yearly Cost to District from Residential Development</b>	<b>\$ 1,213,840</b>	
<b>Water (Utah Department of Natural Resources Data)</b>		
Average Household Size	3.00	Relatively minimal use during construction only.
Average Gallons Per Person Per Day	256	
Average Yearly Household Water Use	280,320	
<b>Yearly Water Use (gallons) from Residential Development</b>	<b>34,898,826</b>	
<b>Sewer (Central Weber Sewer Data)</b>		
Average Gallons Per Household Per Day	450	Relatively minimal use during construction only.
Average Gallons Per Household Per Year	164,250	
<b>Yearly Sewer Use (gallons) from Residential Development</b>	<b>20,448,531</b>	
<b>Public Safety (Weber County Sheriff Data)</b>		
Total Subdivision Population Estimate	373	Minimal to None
<b>Local Cost Basis:</b>		
Unincorporated Weber County Cost per Resident - Public Safety	\$ 78.00	
<b>Anticipated cost associated with residential development</b>	<b>\$ 29,094</b>	
<b>National Cost Basis:</b>		
One officer per 1,000K people (373/100)	0.37	
<b>Resource cost based on National Est. of \$125k per officer.</b>	<b>\$ 46,625</b>	
<b>Traffic Generation (2012 Utah Travel Study)</b>		
Estimated number of vehicles per household	2	Construction traffic: 6 to 8 months. Post construction estimate @ 50 (+/-) trips annually
Estimated number of vehicles in subdivision	248	
Wasatch Front daily trip rates by households with 2 vehicles	13	
<b>Estimated number of daily trips generated from subdivision</b>	<b>3,214</b>	
<b>Estimated number of weekday trips</b>	<b>16,070</b>	
<b>Estimated number of annual trips generated on weekdays</b>	<b>833,661</b>	

## Project Narrative (continued...)

### What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

Weber County, like other healthy economies in Utah has and will continue to experience measurable growth. Population estimates are projected to double along the Wasatch Front by 2050. Accordingly, western Weber County is a target area for growth and residential sprawl. Development can often strain community resources such as water, sewer and transportation systems. The “general area” of the proposed development site has experienced a notable increase in residential subdivision development over the last 10 to 15 years. The development of the large-scale solar farm will inhibit residential development on the sites 250(+) acres of farm ground for a period of 25 to 35 years. As such, the strain on resources that is currently occurring within the region, and will likely occur as articulated within the table above should positively warrant approval of the change.

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

According to the U.S. Department of Energy’s National Renewable Energy Lab – While the impacts of a solar farm on neighboring property values have not been studied in-depth, numerous studies have found the impact of wind energy generation on neighboring property values to be negligible. As solar farms do not have the same impacts as wind farms (i.e., PV facilities do not cast a shadow on neighboring properties, cause light flicker, or have the same visual impact as wind farms), *the impacts on property values caused by solar farms are anticipated to be very minimal.*

Additionally, photovoltaic (PV) solar panels are coated with non-reflective materials designed to maximize light absorption and, as a result, minimize glare. According to a 2014 study, solar panels produce less glare and reflection than standard window glass. Regarding noise, a study conducted by Tech Environmental, Inc., for the Massachusetts Clean Energy Center, that investigated two utility-scale solar projects concludes: any sound from the PV array and equipment was inaudible at set back distances of 50 to 150 feet from the (project) boundary. In fact, solar is a quiet and, typically, visually appealing neighbor that can *block the path of undesirable development for decades to come.* The same study also concludes that the electrical and magnetic fields generated by solar panels and their inverters are lower than background electrical and magnetic fields created by other devices that surround our daily lives, such as computers and cell phones, and emit fields that are several hundred times less than recommended exposure limits.

Photovoltaic solar farms produce no air emissions, do not release toxic materials, and emit no radiation. Photovoltaic technology does not produce excessive heat. In fact, solar farms are frequently home to nesting birds, and with the right plant and grass mix, can attract bees, butterflies and other species.

Compared with reserves of fossil fuel, which are essentially finite, solar energy productions is a renewable resource of almost unlimited capacity and scale. As the International Energy Agency noted in a 2011 report, “Solar energy is the largest energy resource on Earth -- and is inexhaustible.” The amount of solar energy received by Earth in a year exceeds the energy that has been developed from oil, natural gas, coal, and nuclear sources in the history of humankind. The amount received by the planet in an hour is greater than the earths entire yearly energy consumption. Additionally, the volatile price fluctuations typical of fossil fuels -- stemming from political tension, strife and other regional factors -- solar offers the potential for more stable energy costs, which benefits consumers as well as utilities.

From an economic development perspective, renewable energy is quickly becoming a requirement for corporate expansion and relocation decisions, particularly by tech and new generation business. Since 2010, renewable energy power purchase agreements generated over 18,000 mega-watts of clean power from wind and solar operations – tech companies alone have purchased 47% of the 18,000mw’s with government and universities in second place at only 13%. Beyond environmental and sustainability objectives, the long-term fixed utility rate from renewables feeds the health of a positive bottom-line. Communities supportive of renewables will have increased opportunities for tactical commercial growth that takes place in the urban centers while inhibiting such in the rural environments where the renewable systems may be located.

Finally, solar farm systems generate increases in local property tax revenue to fund public service entities: The County, Weber School District, Park Districts and other special service property taxing districts within western Weber County with little to no demand on assets and services of such entities.



Source(s):

Strata Solar at <https://www.stratasolar.com/g>

Bloomberg Opinion, Tech Investments are Powering Up Clean Energy at <https://www.bloomberg.com/opinion/articles/2018-09-29/tech-companies-are-big-spenders-on-renewable-energy>

National Renewable Energy Laboratory, TOP FIVE LARGE-SCALE SOLAR MYTHS (Feb. 3, 2016), at <https://www.nrel.gov/technical-assistance/blog/posts/top-five-large-scale-solar-myths.html>.

Tech Environmental, Inc., STUDY OF ACOUSTIC AND EMF LEVELS FROM SOLAR PHOTOVOLTAIC PROJECTS (Dec. 2012), at <http://files.masscec.com/research/StudyAcousticEMFLevelsSolarPhotovoltaicProjects.pdf>

Sciencing, Positive Effects of Solar Energy (April 2017), at <https://sciencing.com/positive-effects-solar-energy-6192992.html>

**Authorized Representative(s):**



Douglas S. Larsen


L E V8 Consulting (dba of Apple Eye LC) on behalf of Strata Solar Development LLC

State of Utah

Weber County

This instrument was acknowledged before me on:

Date: 1/28/19 By: Douglas Larsen

  
Notary Signature







**Weber County Corporation**

Weber County  
2380 Washington Blvd  
Ogden UT 84401

Customer Receipt	
Receipt Number	98452

Receipt Date
01/29/19

Received From:

Doug Larsen

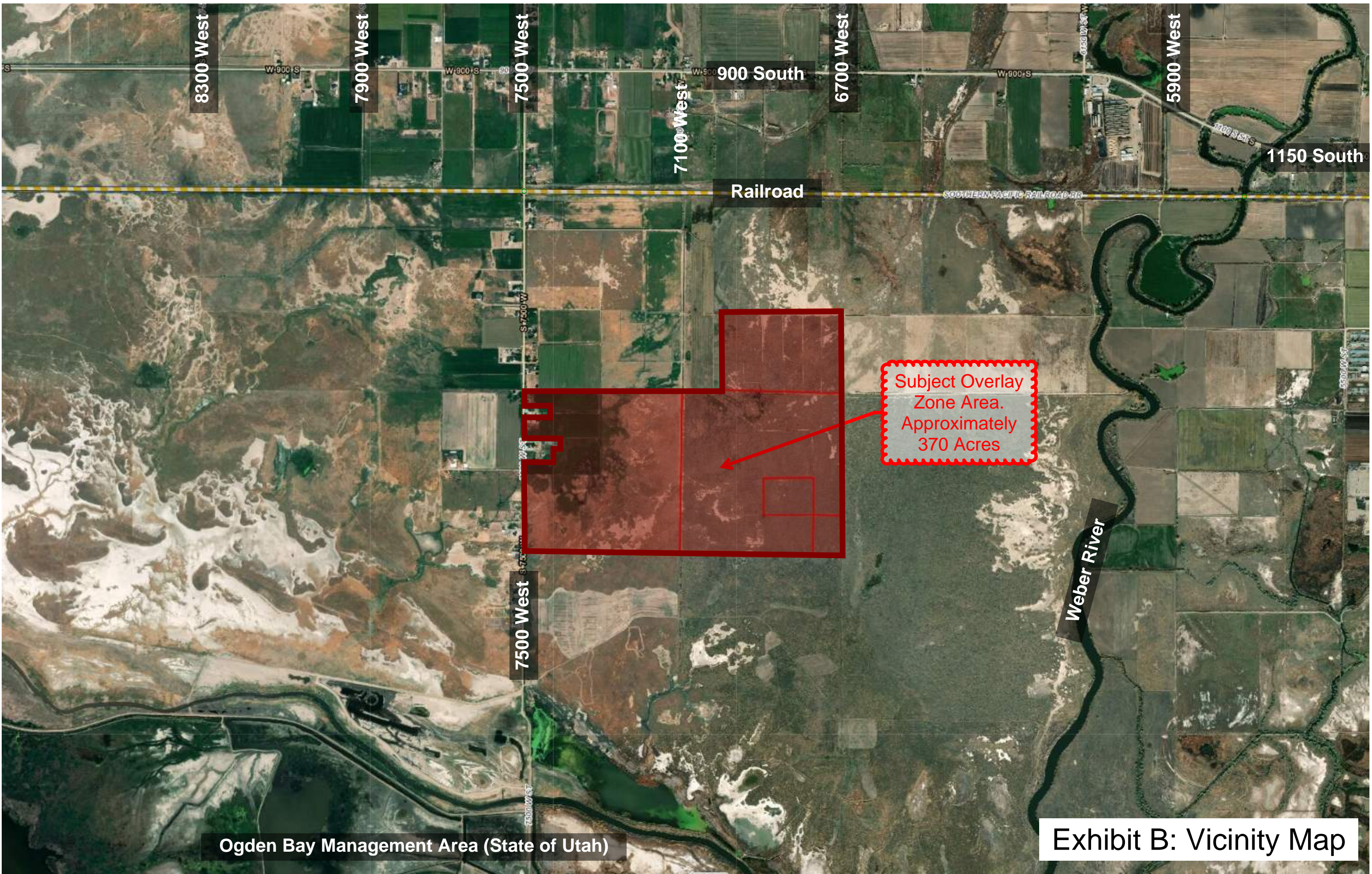
Time: 10:10  
Clerk: amorby

Description	Comment	Amount
ZONING FEES		\$2,900.00

Payment Type	Quantity	Ref	Amount
CREDIT CARD		138016	

AMT TENDERED:	\$2,900.00
AMT APPLIED:	\$2,900.00
CHANGE:	\$0.00





8300 West

7900 West

7500 West

7100 West

6700 West

5900 West

900 South

1150 South

Railroad

Subject Overlay  
Zone Area.  
Approximately  
370 Acres

Weber River

Ogden Bay Management Area (State of Utah)

Exhibit B: Vicinity Map



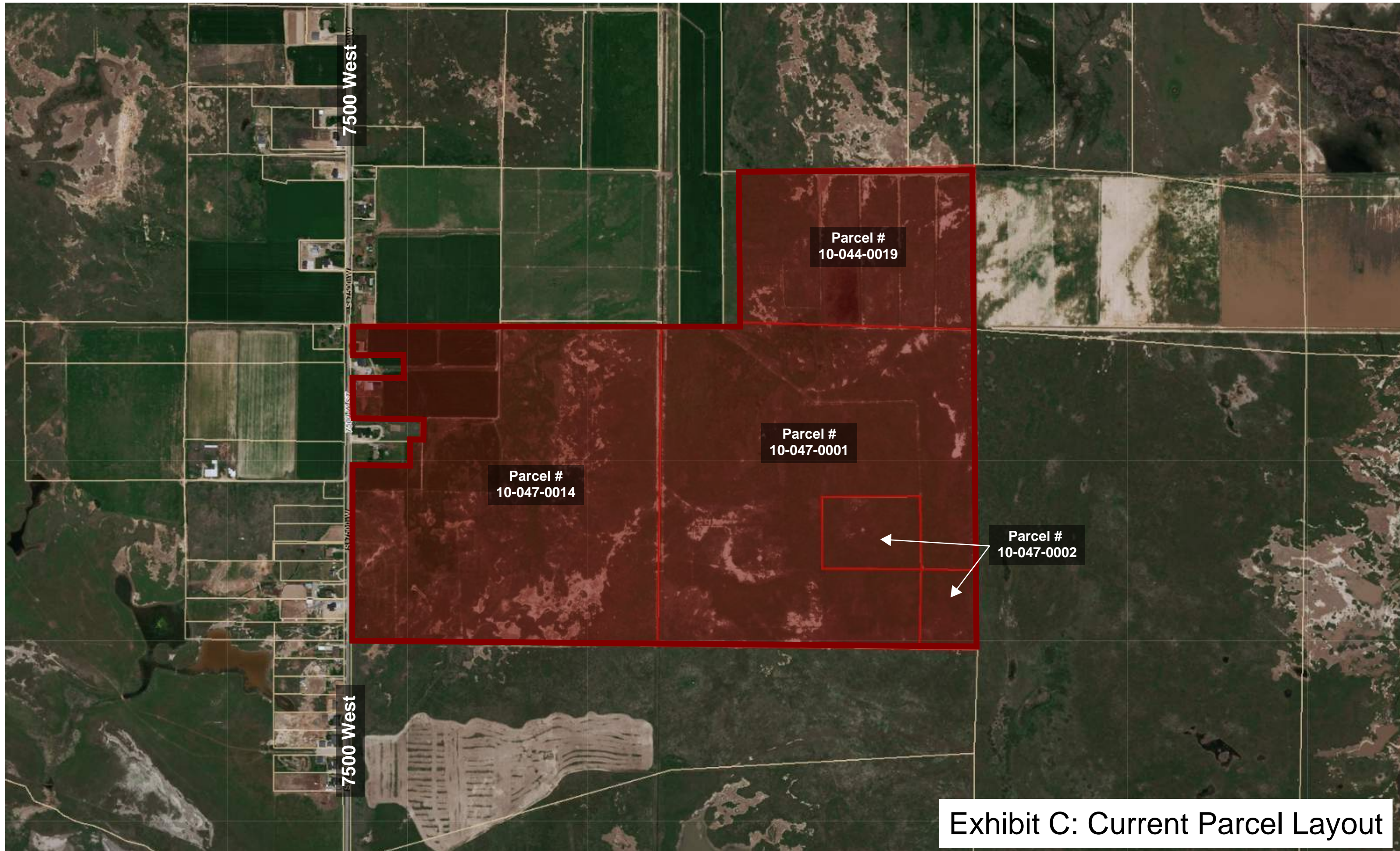


Exhibit C: Current Parcel Layout



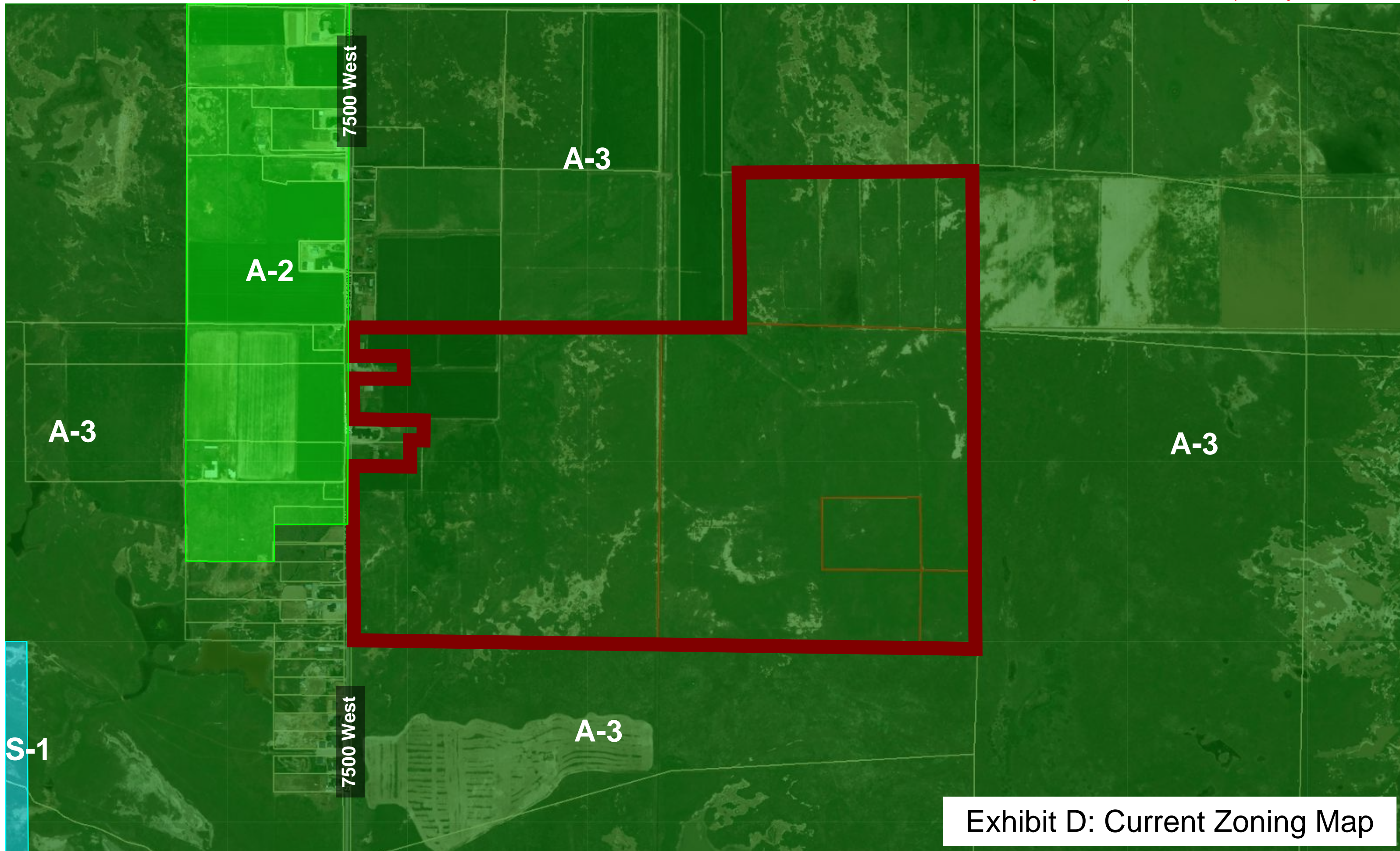


Exhibit D: Current Zoning Map



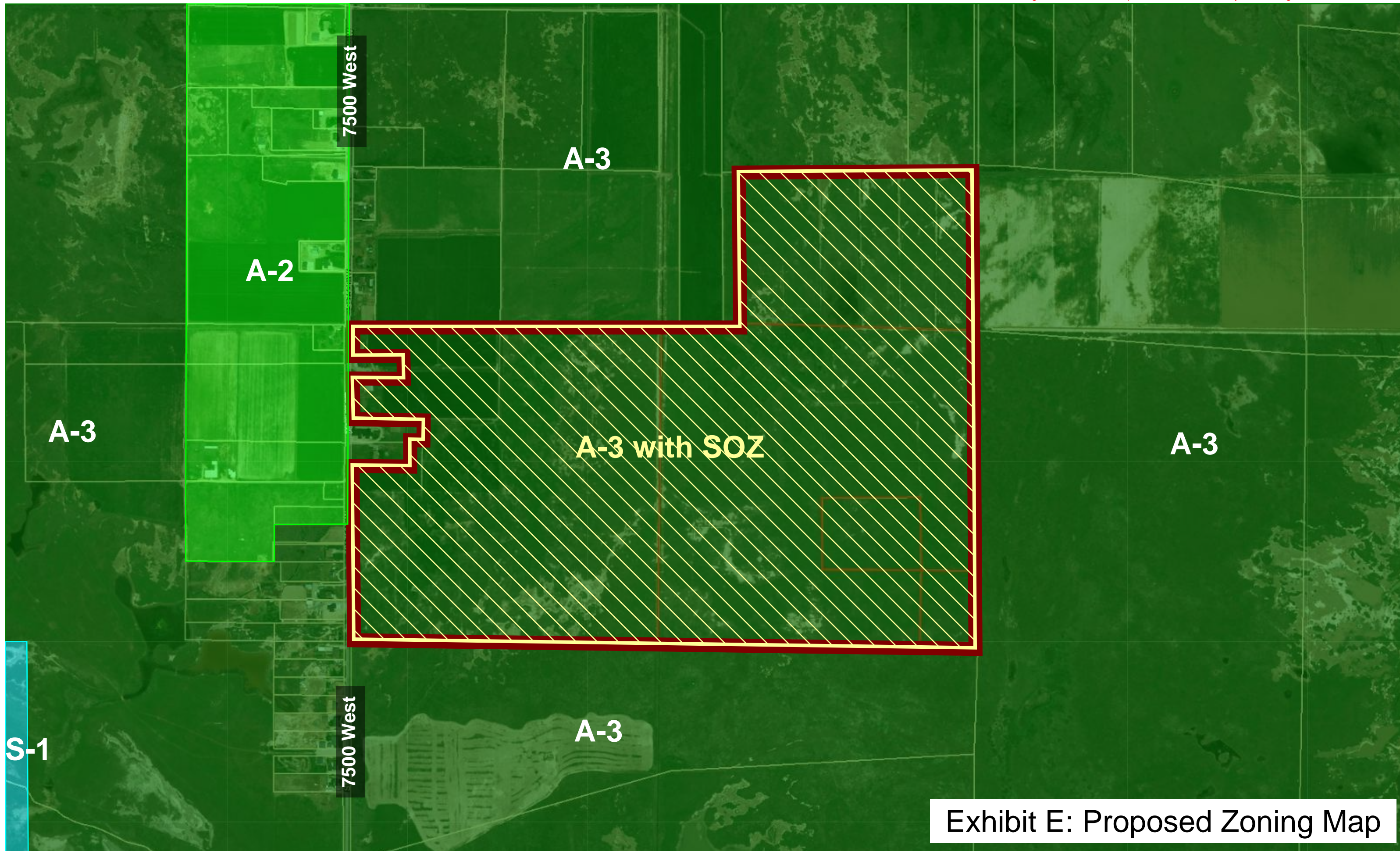
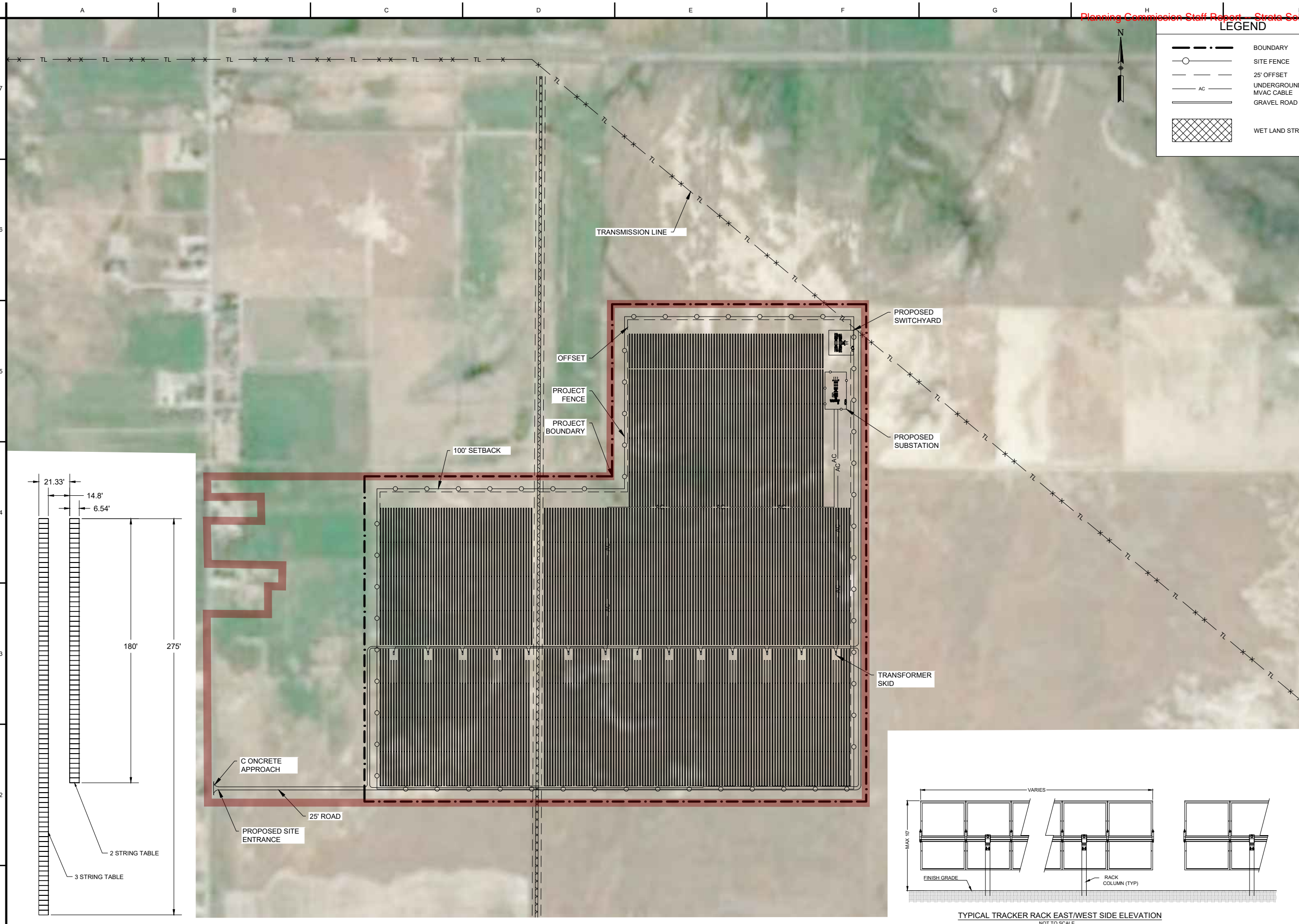


Exhibit E: Proposed Zoning Map

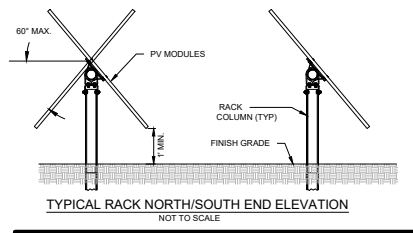




LEGEND	
	BOUNDARY
	SITE FENCE
	25' OFFSET
	UNDERGROUND MVAC CABLE
	GRAVEL ROAD
	WET LAND STREAM

ARRAY SUMMARY	
SYSTEM SIZE GROSS (kW AC):	38,125
SYSTEM SIZE NET (kW AC): *	34,985
OVER BUILD %:	8.9%
SYSTEM SIZE (kW DC):	45,540
SYSTEM VOLTAGE:	1500
DC/AC RATIO:	1.30
INVERTER SPEC #:	SUNGROW GS125HV
INVERTER TOTAL QUANTITY:	305
MODULE TYPE:	CRYSTALLINE
MODULE SPEC:	HANWHA Q-CELL
MODULE WATTAGE (w)	395
MODULE TOTAL QUANTITY:	115,290
MODULES PER STRING:	27
TOTAL # OF STRINGS:	4,270
RACKING TYPE:	SAT- ATI
AZIMUTH (deg):	180
ROW SPACING (ft/m):	21.32/6.5
RACKING ROTATION (deg):	+/- 52
GROUND COVER RATIO:	30.2%
SITE ACCESS GATES:	1
ACREAGE (FENCE):	304
MV CABLE LENGTH (ft)	9,912
* = .95PF, 3% AC LOSS. PLANT CONTROLLER LIMIT 35 MW	

- GENERAL NOTES:
1. PROPOSED ROAD SHALL BE 20' WIDE WITH ENGINEERING APPROVED AGGREGATE
  2. PROPOSED FENCE SHALL BE 6' TALL WITH 1" OF 3 STRAND BARBED WIRE
  3. PROPOSED SITE CONSTRUCTION ENTRANCE SHALL BE 30' WIDE WITH PEDESTRIAN ENTRANCE



REV	DESCRIPTION	DATE
A	UPDATED MODULES TO 395	09/04/2018
B		
C		
D		
E		
F		
G		
H		
I		

**FastGrid**

PROJECT NAME:  
**LITTLE MOUNTAIN PV SOLAR POWER PLANT**

PROJECT ADDRESS:  
**S 7500 W ST  
WEBER COUNTY  
UTAH**

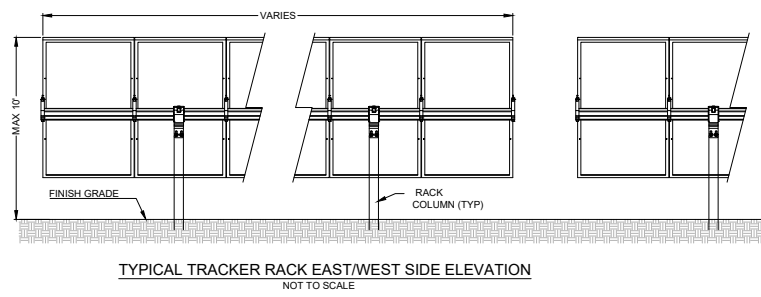
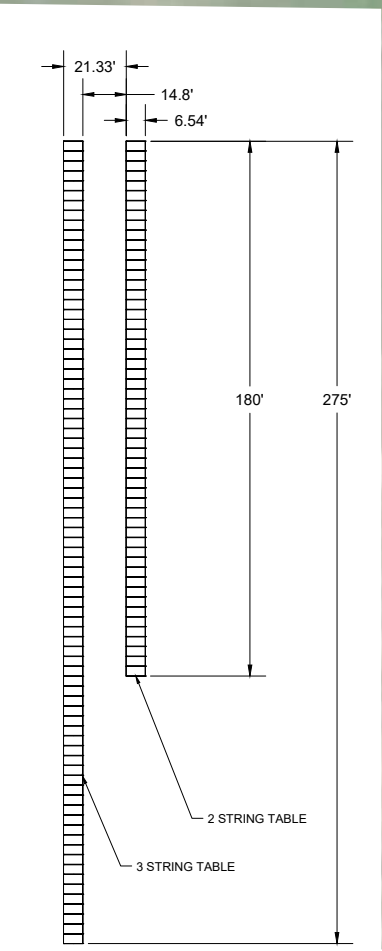
SEAL: \_\_\_\_\_ DATE: **01/14/2019**

PROJECT #:  
**180012.25**

DRAWN BY:  
**LL**

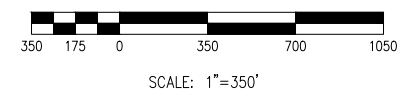
CHECKED BY:  
**EH**

SHEET NAME:



PROPOSED TRACKER LAYOUT  
Scale: 1:30

PV SITE LAYOUT - PLAN VIEW  
SCALE: 1"=350'



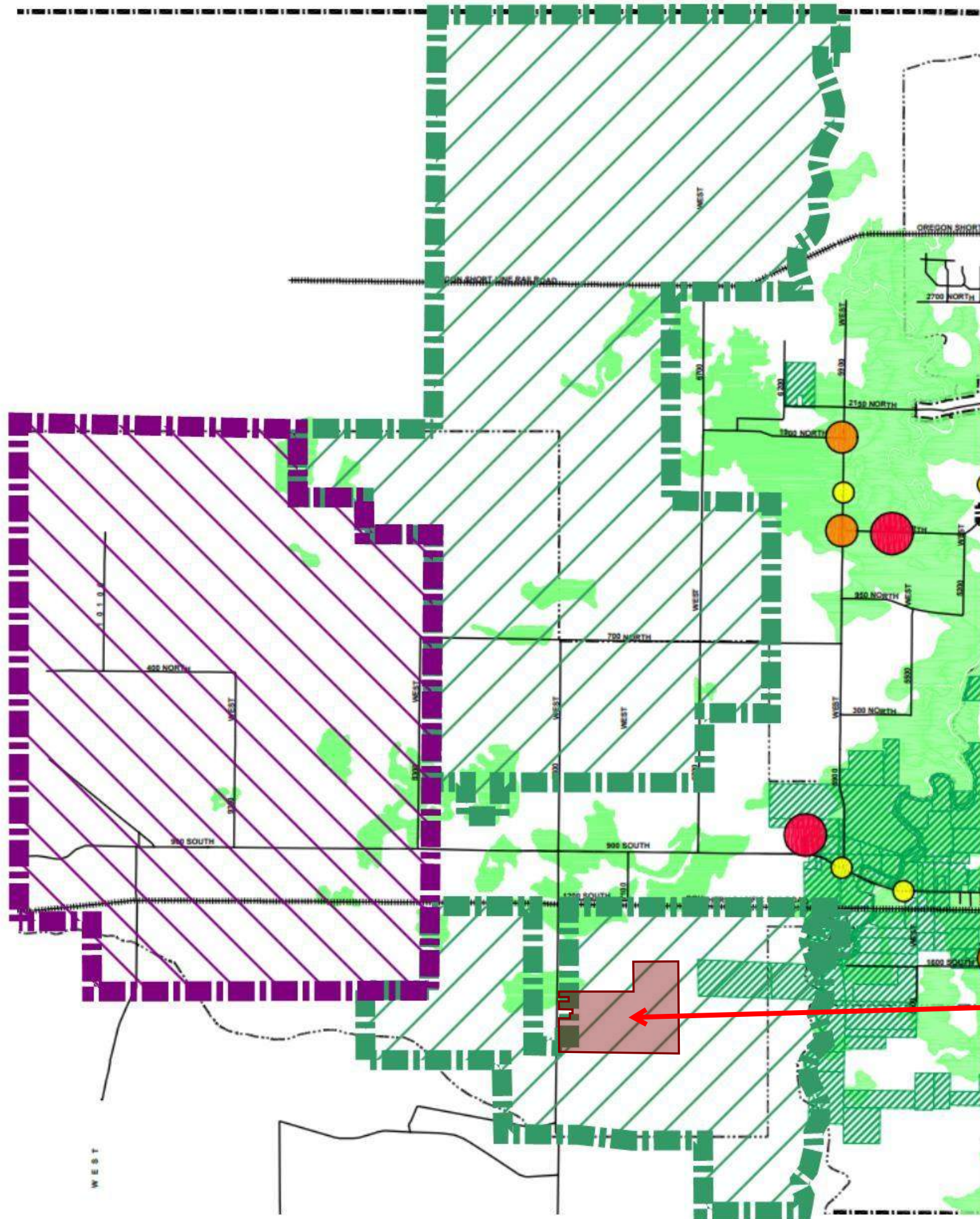
VARY - NOT FOR CONSTRUCTION

# Exhibit F: Concept Site Plan.

PLOT DATE: Monday, January 14, 2019  
LOCATION: S:\08\_PROJECTS\17012.25-STRATA-LITTLE MOUNTAIN\05\_ENGINEERING\DWG\100-3-OVERALL SITE PLAN



# PRIME AGRICULTURE AGRICULTURE PROTECTION MAP 2-2 (2003)



## AGRICULTURE

- Prime Agriculture Land
- Agriculture Protection Areas

## DAIRIES

- 40 - 100 Head of Cows
- 101 - 299 Head of Cows
- 300 - 500 Head of Cows
- M-3 Zone
- A-3 Zone

Approx. Subject  
Overlay Zone  
Area



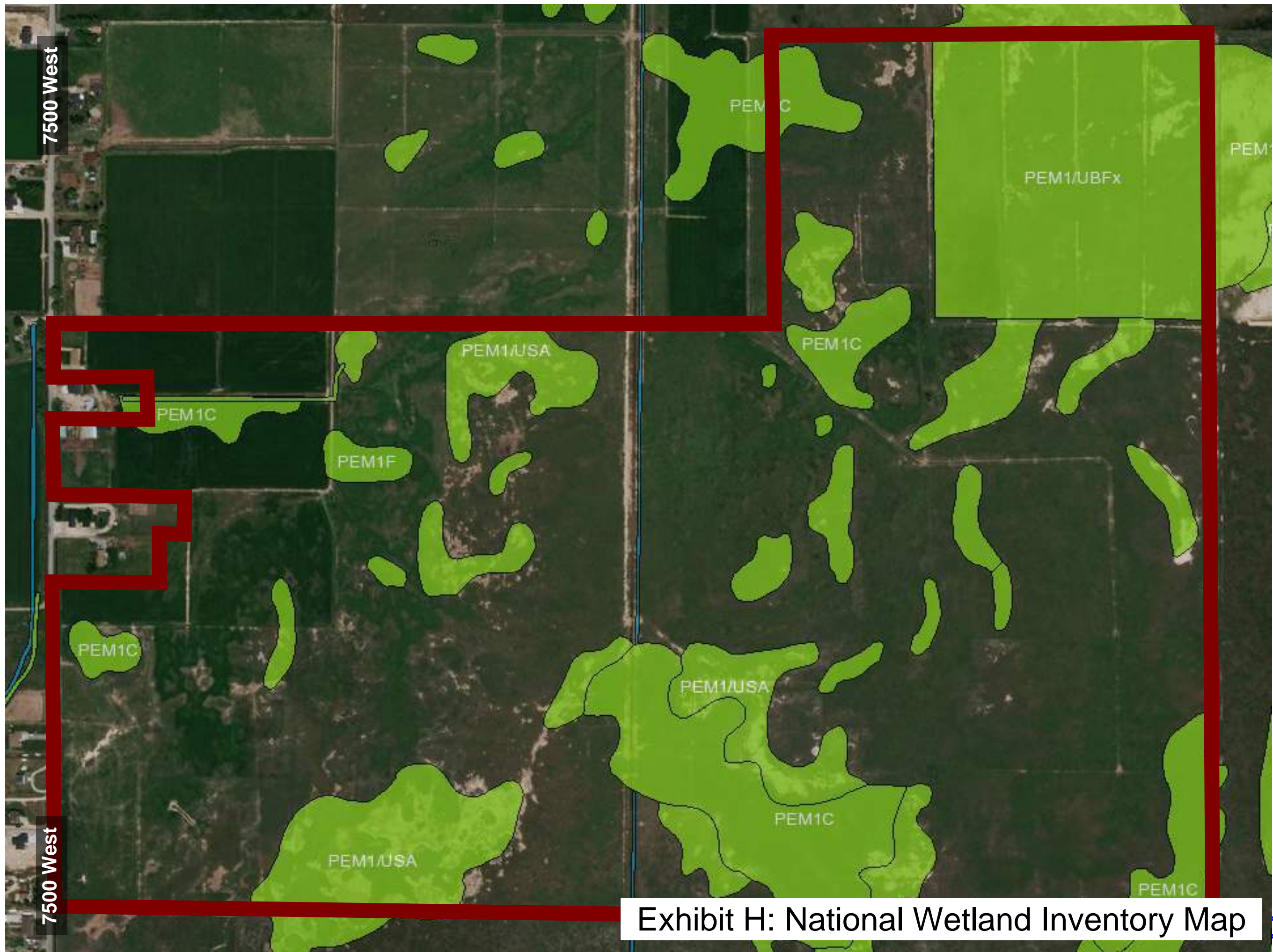


Exhibit H: National Wetland Inventory Map