



Staff Report to the Weber County COMmi=

Weber County Planning Division

Synopsis

Application Information

Application Request: To hold a public hearing, and consider and take action on ZMA 2021-05 a request to amend the zone map to rezone approximately 87 acres from the Agricultural (A-2) Zone to the Commercial (C-2) Zone with a Master Planned Development (MPD) Overlay Zone, and to the Residential Estate (RE-15) and Residential Estate (RE-20) Zones.

Agenda Date: Tuesday, January 04, 2022

Applicant: Lync Construction. Agent: Pat Burns and David Laloli

File Number: ZMA 2021-05

Property Information

Approximate Address: 2650 West 1200 South

Zoning: The area is currently Agricultural (A-2)

Existing Land Use: Agricultural

Proposed Land Use: Commercial and Residential

Township, Range, Section: T6N, R2W, Sections 14 and 23

Adjacent Land Use

North: Agricultural	South: Railroad
East: Agricultural	West: Residential/Agricultural

Staff Information

Report Presenter: Charles Ewert
cewert@webercountyutah.gov
801-399-8767

Report Reviewer: RG

Legislative Decisions

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

Summary

This request is for a rezone and associated general plan amendment to change approximately 87 acres from the A-2 zone to the C-2, RE-15, and RE-20 zones, with a master planned development overlay zone (MPDOZ). The purpose of the rezone is to develop the site for commercial uses along 12th street, and residential uses behind the commercial uses and along the Weber River.

The Western Weber Planning Commission has forwarded a positive recommendation for this proposal with certain conditions intended to be executed by adoption of a development agreement.

A complete staff analysis of the proposal can be found in the attached planning commission staff report (Attachment C).

Planning Commission Recommendation

The Planning Commission has forwarded a positive recommendation to the County Commission for the rezone with the following requirements to be executed by means of a development agreement:

1. The property should be rezoned to a mix of residential estate and commercial, with the C-2 zone located along 12th Street.
2. The commercial development should be setback from the public right-of-way no more than 20 feet to hold the street corridor visually. Likewise, the corner of 2800 and 12th Street should have a building that holds the corner visually. If that corner will be occupied by a gas station, then the gas pumps shall be located in the rear of the building away from the public right of way. To encourage buildings along the street-front, parking lots should be located no closer to 12th street or 2800 West than 100 feet.
3. Four foot berms should be created along 2800 West to shield the development/parking lots from view of adjacent residences.
4. Four foot berms should be created around the north and west sides of existing residential parcels on the east side of 2800 West. The same berms will be provided on the south side in the event of the parcels in the event non-agrarian uses are established in view of the residences.
5. A pathway should encircle the outer perimeter of the project, lined on the project's south and west boundaries with shade trees of a species and spacing that are expected to create 75 percent linear canopy coverage within 15 years of planting.
6. All onsite permanent lighting fixtures should be designed to provide the minimum lighting necessary to ensure adequate vision, comfort and safety and should be downward directed and fully shielded to not cause glare or direct illumination onto adjacent properties or streets. Additionally, the lighting of surface parking lots should not exceed 0.4-foot-candles and have a light distribution uniformity ratio no greater than 4:1.
7. The height of buildings along 1200 South and, if applicable, 2800 West, should be no greater than 45 feet for a distance from the street right-of-way of 100 feet. Maximum building height otherwise should be 65 feet.
8. The buildings with fronts visible from 1200 South or 2800 West should be treated with agrarian architectural features. The development agreement should contain architectural standards for all buildings along 12th Street
9. That all berms, trees, pathways, and associated vegetation should be installed prior to certificate of occupancy for the first building.
10. That all other agency concerns should be accounted for as may be necessary in the development agreement.

This recommendation came with the following findings:

1. With the proposed amendment to the West Central Weber County General Plan, the proposed rezone complies with the general plan.
2. The proposal will offer an economic benefit to the community in a well-planned manner that offers relatively minimal community impacts in comparison to other economic development possibilities.
3. The proposal offers public recreation, shopping, jobs, and will offer moderate-income housing, all cornerstones of sustainable community planning principles.
4. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by use of natural and built buffers.
5. The development will enhance the overall health, safety, and welfare of the community.

Exhibits

- Exhibit A: Rezone Ordinance
- Exhibit B: Proposed Development Agreement
- Exhibit C: Planning Commission Staff Report

ORDINANCE NUMBER 2021-_____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE APPROXIMATELY 87 ACRES LOCATED AT APPROXIMATELY 2650 W 1200 S FROM THE AGRICULTURAL (A-2) ZONE TO THE COMMERCIAL (C-2) ZONE WITH A MASTER PLANNED DEVELOPMENT (MPD) OVERLAY ZONE, AND TO THE RESIDENTIAL ESTATE (RE-15) AND RESIDENTIAL ESTATE (RE-20) ZONES.

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 to amend the adopted zoning map for certain properties located at approximately 2650 W 1200 S; and

WHEREAS, after a duly noticed public hearing, the Western Weber Planning Commission have given a favorable recommendation for the zoning map amendment to the Weber County Board of Commissioners; 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 have determined that this is an appropriate time and this is an appropriate location for the proposed zoning map amendment; and

NOW THEREFORE, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to rezone the subject property from the agricultural (A-2) zone to the commercial (C-2) zone with a master planned development (MPD) overlay zone, and to the residential estate (RE-15) and residential estate (RE-20) zones. The graphic representation of the rezone is included and incorporated herein as Exhibit A. The legal description of the rezone is included as Exhibit B. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

This ordinance shall become effective fifteen (15) days after publication.

Passed, adopted, and ordered published this _____ day of _____, 2021, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____,
Scott Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A

Graphic Representation rezoning from the agricultural (A-2) zone to the commercial (C-2) zone with a master planned development (MPD) overlay zone, and to the residential estate (RE-15) and residential estate (RE-20) zones.

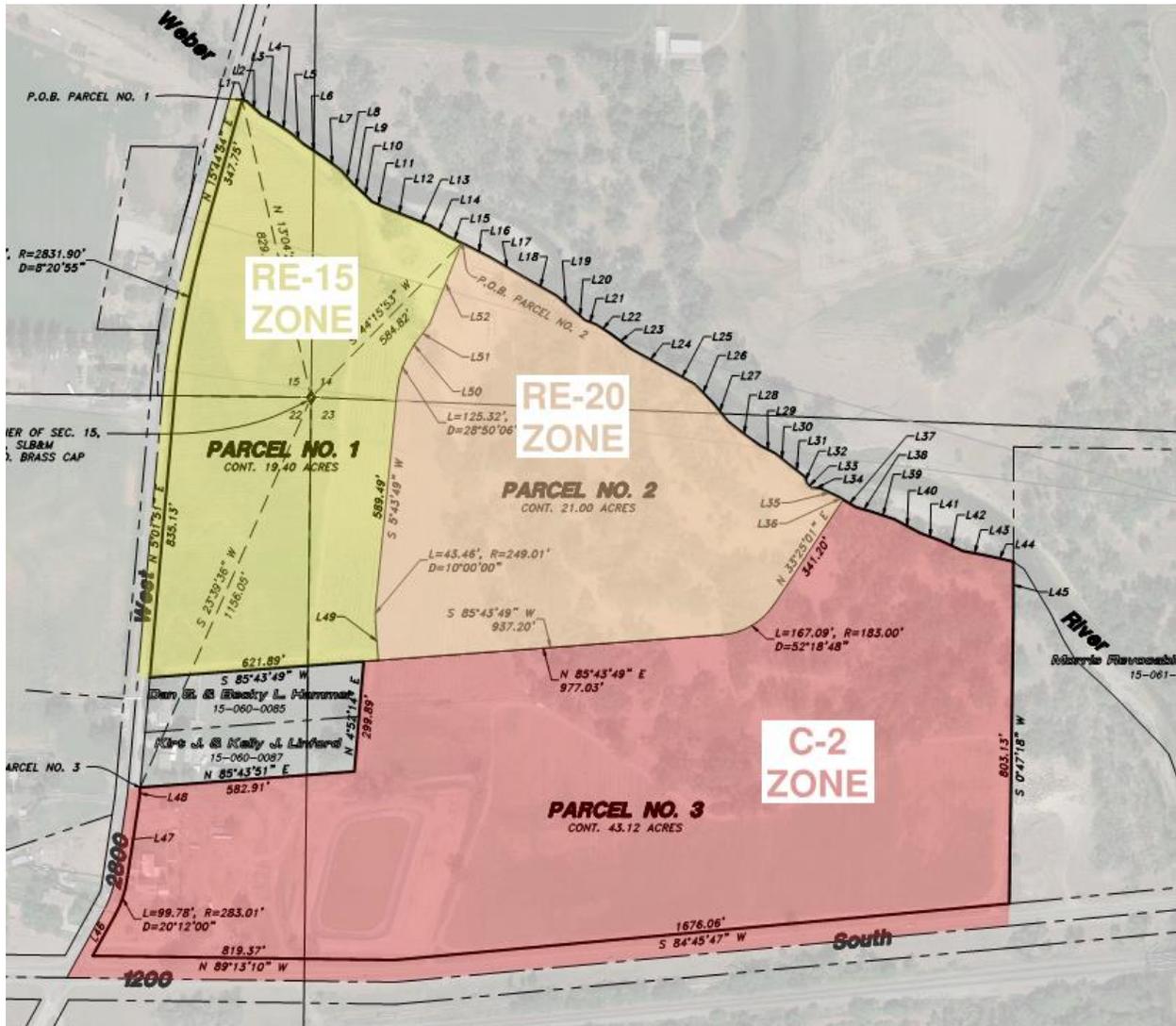


Exhibit A (CONTINUED)

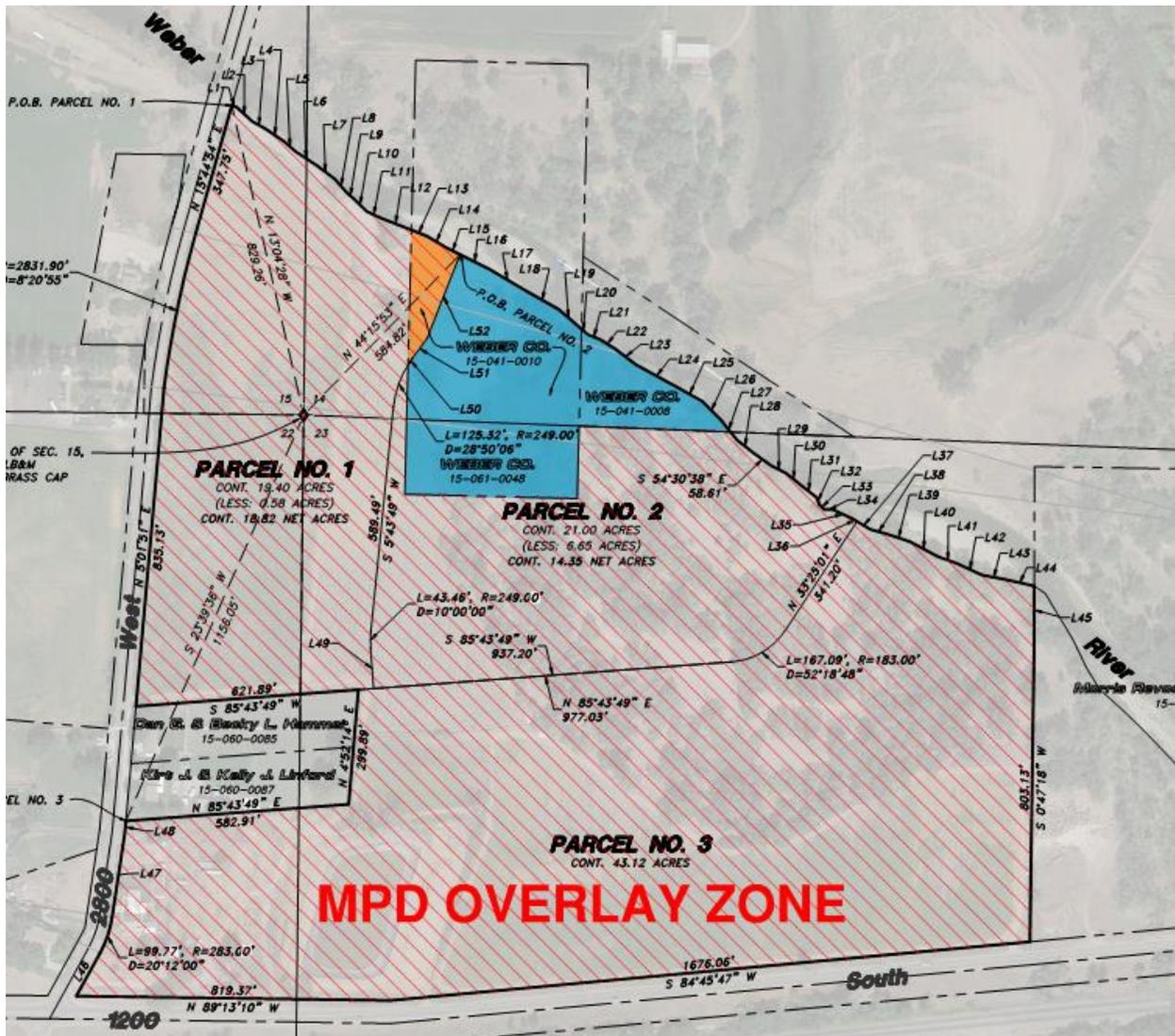


Exhibit B

Legal Descriptions Rezoning from RE-15 to R-1-10

BOUNDARY DESCRIPTION 1 – REZONING PROPERTY FROM THE A-2 ZONE TO THE RE-15 ZONE:

A PART OF THE SOUTHEAST QUARTER OF SECTION 15, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET AND THE SOUTHERLY BANK OF THE WEBER RIVER LOCATED 829.26 FEET NORTH 13°04'28" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 15;

RUNNING THENCE ALONG THE SOUTHERLY BANK OF THE WEBER RIVER THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 69°16'22" EAST 13.87 FEET; (2) SOUTH 47°38'54" EAST 54.54 FEET; (3) SOUTH 60°41'53" EAST 40.01 FEET; (4) SOUTH 55°48'57" EAST 58.42 FEET; (5) SOUTH 48°54'09" EAST 40.85 FEET; (6) SOUTH 56°55'00" EAST 63.16 FEET; (7) SOUTH 53°12'54" EAST 60.11 FEET; (8) SOUTH 41°25'10" EAST 50.49 FEET; (9) SOUTH 49°56'05" EAST 19.99 FEET; (10) SOUTH 45°34'53" EAST 48.96 FEET; (11) SOUTH 64°58'50" EAST 40.79 FEET; (12) SOUTH 68°33'45" EAST 81.68 FEET; (13) SOUTH 68°11'19" EAST 49.33 FEET; (14) SOUTH 58°39'57" EAST 54.77 FEET; AND (15) SOUTH 63°57'03" EAST 42.53 FEET; THENCE SOUTH 21°26'15" WEST 234.89 FEET; THENCE SOUTH 36°18'06" WEST 66.67 FEET; THENCE SOUTH 34°33'54" WEST 10.67 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 125.31 FEET, CHORD BEARS SOUTH 20°08'51" WEST 123.99 FEET, HAVING A CENTRAL ANGLE OF 28°50'06"; THENCE SOUTH 05°43'49" WEST 589.49 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 43.46 FEET, CHORD BEARS SOUTH 00°43'48" WEST 43.40 FEET, HAVING A CENTRAL ANGLE OF 10°00'00"; THENCE SOUTH 04°16'12" EAST 105.31 FEET; THENCE SOUTH 85°43'48" WEST 621.89 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 05°01'51" EAST 835.13 FEET; (2) NORTHERLY TO THE NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 2841.90 FOOT RADIUS CURVE, A DISTANCE OF 412.64 FEET, CHORD BEARS NORTH 11°34'26" EAST 412.27 FEET, HAVING A CENTRAL ANGLE OF 08°20'55"; AND (3) NORTH 15°44'54" EAST 347.75 FEET TO THE POINT OF BEGINNING. CONTAINING 19.40 ACRES, LESS: 0.58 ACRES OWNED BY WEBER COUNTY FOR A TOTAL OF 18.82 NET ACRES.

AND INCLUDING ALL AREA WITHIN THE EASTERN HALF-WIDTH OF 2800 WEST STREET IMMEDIATELY ADJOINING THIS DESCRIPTION.

BOUNDARY DESCRIPTION 2 -- REZONING PROPERTY FROM THE A-2 ZONE TO THE RE-20 ZONE:

A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE WEBER RIVER LOCATED 584.82 FEET NORTH 44°15'53" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 14;

RUNNING THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING TWENTY TWO (22) COURSES: (1) SOUTH 63°17'12" EAST 85.58 FEET; (2) SOUTH 59°28'47" EAST 110.34 FEET; (3) SOUTH 60°30'35" EAST 98.12 FEET; (4) SOUTH 49°18'12" EAST 68.95 FEET; (5) SOUTH 49°31'42" EAST 32.76 FEET; (6) SOUTH 68°12'30" EAST 32.73 FEET; (7) SOUTH 58°12'27" EAST 46.13 FEET; (8) SOUTH 52°55'04" EAST 69.94 FEET; (9) SOUTH 61°19'59" EAST 121.59 FEET; (10) SOUTH 60°45'19" EAST 75.24 FEET; (11) SOUTH 45°00'52" EAST 67.90 FEET; (12) SOUTH 38°47'16" EAST 67.65 FEET; (13) SOUTH 51°36'17" EAST 54.29 FEET; (14) SOUTH 54°30'38" EAST 58.61 FEET; (15) SOUTH 63°05'23" EAST 43.63 FEET; (16) SOUTH 50°57'20" EAST 47.75 FEET; (17) SOUTH 52°05'37" EAST 53.74 FEET; (18) SOUTH 19°17'58" EAST 19.31 FEET; (19) SOUTH 46°17'15" EAST 19.34 FEET; (20) NORTH 90°00'00" EAST 22.19 FEET; (21) SOUTH 65°06'23" EAST 56.29 FEET; AND (22) SOUTH 58°59'38" EAST 13.37 FEET; THENCE SOUTH 33°25'01" WEST 341.20 FEET; THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE, A

DISTANCE OF 167.09 FEET, CHORD BEARS SOUTH 59°34'24" WEST 161.34 FEET, HAVING A CENTRAL ANGLE OF 52°18'48"; THENCE SOUTH 85°43'49" WEST 937.20 FEET; THENCE NORTH 04°16'12" WEST 105.31 FEET; NORTHERLY TO THE RIGHT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 43.46 FEET, CHORD BEARS NORTH 00°43'48" EAST 43.40 FEET, HAVING A CENTRAL ANGLE OF 10°00'00"; THENCE NORTH 05°44'32" EAST 589.49 FEET; THENCE NORTHERLY TO THE RIGHT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 125.32 FEET, CHORD BEARS NORTH 20°08'51" EAST 123.99 FEET, HAVING A CENTRAL ANGLE OF 28°50'06"; THENCE NORTH 34°33'54" EAST 10.67 FEET; THENCE NORTH 36°18'06" EAST 66.67 FEET; THENCE NORTH 21°26'15" EAST 234.89 FEET TO THE POINT OF BEGINNING. CONTAINING 21.00 ACRES, LESS: 6.65 ACRES OWNED BY WEBER COUNTY FOR A TOTAL OF 14.35 NET ACRES.

BOUNDARY DESCRIPTION 3 -- REZONING PROPERTY FROM THE A-2 ZONE TO THE C-2 ZONE:

A PART OF THE NORTHWEST QUARTER OF SECTION 22, AND A PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET LOCATED 1156.05 SOUTH 23°39'36" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 22;

RUNNING THENCE NORTH 85°43'49" EAST 582.91 FEET; THENCE NORTH 04°52'14" EAST 299.89 FEET; THENCE NORTH 85°43'49" EAST 977.03 FEET; THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE, A DISTANCE OF 167.09 FEET, CHORD BEARS NORTH 59°34'24" EAST 161.34 FEET, HAVING A CENTRAL ANGLE OF 52°18'48"; THENCE NORTH 33°25'01" EAST 341.20 FEET TO THE SOUTHERLY BANK OF THE WEBER RIVER; THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING EIGHT (8) COURSES: (1) SOUTH 58°59'38" EAST 40.89 FEET; (2) SOUTH 74°33'36" EAST 44.21 FEET; (3) SOUTH 71°26'11" EAST 64.13 FEET; (4) SOUTH 61°53'56" EAST 80.49 FEET; (5) SOUTH 69°54'11" EAST 58.00 FEET; (6) SOUTH 65°05'35" EAST 68.10 FEET; (7) SOUTH 78°57'14" EAST 63.42 FEET; AND (8) SOUTH 77°29'53" EAST 76.17 FEET; THENCE SOUTH 00°05'47" WEST 125.32 FEET; THENCE SOUTH 00°47'18" WEST 803.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 84°45'47" WEST 1676.06 FEET; AND (2) NORTH 89°13'10" WEST 819.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 28°47'51" EAST 127.26 FEET; (2) NORTHERLY TO THE LEFT ALONG THE ARC OF A 283.00 FOOT RADIUS CURVE, A DISTANCE OF 99.77 FEET, CHORD BEARS NORTH 18°41'51" EAST 99.26 FEET, HAVING A CENTRAL ANGLE OF 20°12'00"; (3) NORTH 08°35'51" EAST 223.40 FEET; AND (4) NORTH 05°01'51" EAST 30.85 FEET TO THE POINT OF BEGINNING. CONTAINING 43.12 ACRES.

AND INCLUDING ALL AREA WITHIN THE EASTERN HALF-WIDTH OF 2800 WEST STREET RIGHT-OF-WAY IMMEDIATELY ADJOINING THIS DESCRIPTION, AND THE AREA WITHIN THE NORTHERN HALF-WIDTH OF 1200 SOUTH STREET RIGHT-OF-WAY IMMEDIATELY ADJOINING THIS DESCRIPTION.

BOUNDARY DESCRIPTION 4 – APPLYING THE MPD OVERLAY ZONE TO THE FOLLOWING PROPERTY:

ALL OF BOUNDARY DESCRIPTIONS ONE THROUGH THREE SPECIFIED HEREIN, EXCEPT THE FOLLOWING:

- ALL AREA WITH 2800 WEST AND 1200 SOUTH STREET RIGHTS-OF-WAY; AND
- ALL AREA OWNED BY WEBER COUNTY IN PARCELS 15-041-0010, 15-061-0048, AND 15-041-0008.

ZONING DEVELOPMENT AGREEMENT (ZDA)

FOR THE

SMART ACRES DEVELOPMENT

Dated _____, 2021

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WHEN RECORDED, RETURN TO

ZONING DEVELOPMENT AGREEMENT (ZDA)

FOR THE

SMART ACRES DEVELOPMENT

WEBER COUNTY, UTAH

DATED _____, 2021

THIS ZONING DEVELOPMENT AGREEMENT (“ZDA”) is made and entered as of the [redacted] day of [redacted], 2021, by and between Weber County, a political subdivision of the State of Utah (“County”), and SPB Ventures I, LLC, a Utah limited liability company (“Master Developer”), as the owner and developer of a long term, mixed use, master planned development project known as Smart Acres (the “Project”). The County and Master Developer are sometimes collectively referred to in this ZDA as the “Parties.”

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2 below.
- B. Master Developer is the owner of approximately 87 acres of real property located within the unincorporated boundaries of the County as more fully described in Exhibit A (the “Property”) and mapped in Exhibit B on which it proposes to develop the Project.
- C. Simultaneous to and dependent on the execution of this ZDA, and based on the proposed mixed-use development described in this Development Agreement, the County has rezoned the Property from the A-2 zone to the C-2, RE-20, and RE-15 zones, with a Master Planned Development (MPD) Overlay zone on some of the Project, as described in this ZDA.
- D. Master Developer, or the successors or heirs of the Property, is willing to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the Western Weber Planning Area’s general plan, zoning, and development regulations in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this ZDA.
- E. Master Developer and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them viz. a viz. certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.

G. Development of the Project as a Master Planned Development (MPD) pursuant to this ZDA is acknowledged by the parties to be consistent with the Act, and the Code, and operate to the benefit of the County, Master Developer, and the general public.

H. The Board of County Commissioners has reviewed this ZDA and determined that it is consistent with the Act, the Code as applied to the Property.

I. Development of the Property pursuant to this ZDA will result in benefits to the County by providing economic growth, a diversity of uses and services, socially sustainable development practices, and assurances to the County that the Property will be developed in accordance with this ZDA.

I. Development of the Property pursuant to this ZDA will result in benefits to the Master Developer by providing assurances that it will have the ability to develop the Property in accordance with this ZDA.

J. The Parties have cooperated in the preparation of this ZDA.

K. The parties desire to enter into this ZDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this ZDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the ZDA.

L. The parties understand and intend that this ZDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann., §17-27a-102.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals, Exhibits, and Definitions.

1.1. Incorporation. The foregoing Recitals and Exhibits A-C are hereby incorporated into this ZDA.

1.2. Definitions. As used in this ZDA, the words and phrases specified below shall have the following meanings:

1.2.1. 1200 South Street means Highway 39.

1.2.2. 2700 West Street means the street that shares the western boundary as the Property. Some maps may refer to it as 2800 West Street.

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

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

1.2.5. Basic Improvements means those improvements that are necessary for the overall development of the Project but for which may not be provided as Project Infrastructure subject to an individual parcel's Development Application. These improvements are generally necessary for the logical and efficient development of the Property over time. Depending on the specific and final configuration of an approved site plan, this may include internal vehicle and pedestrian circulation routes

in the event lack of circulation routes yields less than two points of egress or cross-accessibility from lot-to-lot or parcel-to-parcel within the site, except a lot that is or will be used for a single-family dwelling. This shall include all items specified herein as Basic Improvements.

- 1.2.6. **Building Permit** means the County's building permit or building permit review process, as specified in County Laws.
- 1.2.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 1.2.8. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.
- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.11. **County Laws** means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.
- 1.2.12. **Design Review** means the County's design review process, as specified in County Laws.
- 1.2.13. **Board of County Commissioners** means the elected County Commission of Weber County.
- 1.2.14. **Default** means a material breach of this ZDA.
- 1.2.15. **Denial** means a formal written denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County Staff or other reviewing agencies.
- 1.2.16. **Development Standards** means a set of standards approved by the County as a part of the approval of the Master Plan and this ZDA, which control certain aspects of the design and construction of the development of Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 1.2.18. **Hotel** means a building designed with more than five rooms each of which is intended to be occupied by guests who are lodging for compensation generally for a period of less than thirty (30) consecutive days. A hotel may include other facilities that are ancillary to the hotel use such as a dining room/restaurant/club for guests or members of the public, convention facilities/meeting rooms, a facility for exercise or spa treatments, a pool and other similar facilities traditionally associated with hotels.

- 1.2.19. Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36-101, *et seq.*
- 1.2.20. Master Developer** means SPB Ventures I, LLC (A Utah limited liability company), a Utah limited liability company and its assignees or transferees as permitted by this ZDA.
- 1.2.21. Master Plan** means Exhibit “C,” a conceptual master plan for the Project which is hereby approved by the County as part of this ZDA that sets forth general guidelines for the proposed future development of the Property.
- 1.2.22. Modification Application** means an application to amend this ZDA.
- 1.2.23. Non-County Agency** means a governmental, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 1.2.24. Notice** means any notice to or from any party to this ZDA that is either required or permitted to be given to another party.
- 1.2.25. Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ZDA.
- 1.2.26. Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 1.2.27. Pathway** means a 10-foot wide multi-use paved or concrete pathway designed to county engineer’s specifications.
- 1.2.28. Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.29. Planning Commission** means the Planning Commission for the planning area in which the Property is located.
- 1.2.30. Project** means the development to be constructed on the Property pursuant to this ZDA with the associated public and private facilities, and all of the other aspects approved as part of this ZDA, including its exhibits.
- 1.2.31. Project Infrastructure** means those items of public or private infrastructure which are specified in this ZDA, by the Code, or as a condition of the approval of a Development Application because that are necessary for development of the Property such as local roads or utilities and that are located on the portion of the Property which is subject to a Development Application.
- 1.2.32. Property** means the real property subject to this ZDA as more fully described in Exhibit “A” and mapped in Exhibit “B.”
- 1.2.33. Subdeveloper** means an entity not “related” (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting pursuant to future development.

1.2.34. Subdivision means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Code.

1.2.35. Subdivision Application means the application to create a Subdivision.

1.2.36. ZDA means this Zoning Development Agreement including all of its Exhibits.

- 2. Effect of this ZDA.** This ZDA shall be in full force and effect when all of the following has occurred: (1) The Parties have signed this ZDA, (2) The County has adopted an ordinance approving the rezone to which this ZDA is dependent, (3) This ZDA has been recorded to the subject Property, and (4) the Property has been transferred into the ownership of Master Developer. In the event all of the forgoing are not executed within one year of the County's approval of this ZDA, this ZDA shall be null and void, the rezone on which this ZDA is dependent shall be null and void, and the zone shall automatically revert to the original zone without Notice.
- 3. Development of the Project and Application of Development Requirements.** Development of the Project shall be in accordance with the County Laws, and this ZDA and its Exhibits. In the event of a conflict between the County's Laws and this ZDA, the more specific provisions of the ZDA and its Exhibits shall control. In the event of a conflict between the Exhibits of this ZDA and the main body of this ZDA, the main body shall control. The County acknowledges that the Master Plan satisfies the requirement under the Code for submission of a concept plan for the development of the Property as referenced in Title 102, Chapter 5, Rezone Procedures of the Code.

4. Zoning and Vested Rights.

4.1. Vested Rights Granted by Approval of this ZDA. Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the applicable zone, Development Standards and other matters specifically addressed in the Master Plan, subject to compliance with the terms and conditions of this ZDA and other applicable County Laws as more fully set forth in this ZDA. The Parties intend that the rights granted to Master Developer under this ZDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this ZDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §17-27a-508.

4.1.1. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this ZDA. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

4.1.1.1. **Master Developer Agreement.** Future laws that Master Developer agrees in writing to the application thereof to the Project;

4.1.1.2. **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project;

4.1.1.3. **Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications,

AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or

4.1.1.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated.

4.1.1.5. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.1.1.6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

4.2. Reserved Legislative Powers. Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer, as referenced in Section 4.1 above, under the terms of this ZDA based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code Ann. § 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4.3. Term of Agreement.

4.3.1. Term of Agreement Related to Development Responsibilities. The term of this ZDA as it relates to the development of the Property or the establishment of new uses on the Property shall be until December 31, 2031, unless earlier terminated or modified by written amendment as set forth below, or unless the use is abandoned as governed by County Laws. In the case of abandonment, this ZDA shall terminate on the date abandonment has been determined. If, on December 31, 2031, the Master Developer has not been notified of any Default, or if any Default is in the process of being cured as provided herein, then this term shall be automatically extended until December 31, 2036. Upon termination, the rights and responsibilities herein related to establishing new development on the Property or establishing new uses on the Property shall terminate and the zone shall automatically revert to the original zone without Notice. Existing development and uses lawfully established under this ZDA prior to termination shall be deemed nonconforming rights, as governed by County Laws and the Act.

4.3.2. Term of Agreement Related to Ongoing Performance Responsibilities. The term of this ZDA as it relates to ongoing operations, performance, or maintenance responsibilities, including but not limited to compliance with lighting requirements, landscaping requirements, noise requirements, berming or

buffering requirements, provision of a public park or Pathway requirements, shall not terminate or expire unless authorized in writing by County.

5. Approval Processes for Development Applications.

- 5.1. Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Allowance for phasing is subject to each Phase providing for the logical extension or improvements of the public road system; logical extension of internal circulation, including cross-access easements; logical extension of infrastructure and utilities through the Project as approved by the County in compliance with the terms of this ZDA; and other applicable provisions of the County Laws.
- 5.2. Processing Under County Laws.** Approval processes for Development Applications shall be as provided in the County Laws except as otherwise provided in this ZDA. Development Applications shall be approved by the County if they comply with the County Laws and conform to this ZDA.
- 5.3. County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.
- 5.4. Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants, then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.
- 5.5. Independent Technical Analyses for Development Applications.** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species," or any other matters specified by the County in writing as being extraordinary circumstances which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.
- 5.6. County Denial of a Development Application.**
 - 5.6.1. Staff Denial or Recommendation for Denial.** If the County staff intends to deny or recommend Denial of a Development Application, the County staff shall provide a written explanation advising the Applicant of the reasons for recommending Denial including specifying the reasons the County staff believes that the Development Application is not consistent with this ZDA, the Master Plan and/or the County Laws.
 - 5.6.2. Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within thirty business days of any recommendation for Denial by the County staff to resolve the issues specified in the recommendation for Denial of a Development Application.
 - 5.6.3. County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, any such

Denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the Code.

- 5.7. Parcel Sales.** If a part of an approved phasing plan, Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the County Laws to complete or provide security for the Project Infrastructure at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter infrastructure such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such development. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots.

6. Public and Private Improvements.

- 6.1. Operation and Maintenance of Private Improvements.** Unless formally dedicated to Weber County or the respective jurisdictional authority, the operation and maintenance of improvements shall be the responsibility of a Master Homeowner's Association, as provided for in Section 7.2.

- 6.2. Basic Improvements.** The following are Basic Improvements and unless otherwise specified shall be executed or installed prior to the first certificate of occupancy.

- 6.2.1. Right-of-Way Dedication and Construction of 1200 South Street and 2700 West Street.** As part of this ZDA, Master Developer agrees to dedicate, at no cost to the County, such additional right of way as may be necessary to preserve a full thirty-three foot (33') half-width of 2700 West along the entire frontage of the Property adjacent to 2700 West. Master Developer also agrees to dedicate, at no cost to the County, such additional right of way as may be necessary to preserve a full fifty-five foot (55') half width of 12th street along the entire frontage of the Property adjacent to 12th Street.

- 6.2.1.1. Street Improvement.** The half-width of each street shall be improved to current county standards. If different, the Utah Department of Transportation standards shall apply to 1200 South Street, with all non-conflicting components of the County standards also applying.

- 6.2.1.2. Timing of Improvement Installation.** Prior to the design of the improvements, a traffic impact analysis shall be conducted by a qualified traffic engineer to determine whether current county standard is sufficient to provide necessary safety, adequate levels of service, and appropriate ingress and egress to the site for the use of the building(s) intended to receive certificate of occupancy. If deemed necessary by the County, Master Developer agrees to dedicate and install any recommended additional right-of-way width and additional physical improvements at no cost to the county.

- 6.2.2. Sanitary Sewer.** The following applies to sanitary sewer:

- 6.2.2.1. Right and Obligation.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sanitary sewer

main extension to and across the Property, subject to requisite approvals from the sanitary sewer authority. The main shall be of sufficient size and capacity to adequately serve the Property at full build-out.

6.2.2.2. **No Service from County.** Master Developer recognizes that the County does not provide sanitary sewer to the area.

6.2.3. Culinary and Secondary Water. The following applies to culinary and secondary water:

6.2.3.1. **Right and Obligation.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and secondary water infrastructure to and across the Property, subject to the requisite approvals from the culinary water authority.

6.2.3.2. **No Service from County.** Master Developer recognizes that the County does not provide culinary or secondary water to the area.

6.2.4. Storm Water. Prior to issuance of the first Building Permit, Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public street. The system shall be sized to support the anticipated storm water and drainage detention needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future.

6.2.5. Public Park. The following applies to providing a public park:

6.2.5.1. **Provision, ownership, and operations and maintenance of Park.** Master Developer agrees to provide at least four acres for a Project park adjacent to the Weber River Parkway Trail. The park shall be open and accessible to the public throughout the calendar year. The park shall be privately owned, operated and maintained by the Master Developer or Master Homeowner's Association (HOA), unless it is donated to, and accepted by, a local park district or similar, a municipality, or the County. Area within the public park may be used for storm water storage if necessary.

6.2.5.2. **Required Park Parcel Improvements.** The Master Developer shall be responsible for constructing a tree-lined walkway around the exterior perimeter of the park parcel with a shade tree every twenty feet and a bench every forty feet. At least 20% of the park shall be landscaped in turf grass and be pressure irrigated. A playground shall be installed in the park, with shade trees or shade canopies shading the play area. The park shall be installed prior to certificate of occupancy of the first residence.

6.2.5.3. **Park Parcel Water Rights.** Master Developer is responsible for securing and transferring sufficient secondary water rights for the park to the agency or entity that will operate and maintain the park.

6.2.6. Pathways. Master Developer agrees to install an asphalt or concrete Pathway loop around the perimeter of the Project, generally lining and parallel to 1200

South Street on the south, 2700 West Street on the west, the Weber River Parkway Trail along the Weber River on the North, and the Project boundary on the East.

- 6.2.6.1. Pathway Along Existing Streets.** Master Developer shall install a 10-foot-wide asphalt or concrete Pathway parallel and abutting both 1200 South Street and 2700 West Street. At Master Developer's option, the Pathway may be located within the public right-of-way provided consent and permitting from UDOT. Alternatively, the Pathway may be located in a public easement abutting and parallel to the public right-of-way for these streets. In the event the public right-of-way has insufficient width across adjacent private property to support the Pathway and more right-of-way cannot be acquired without county intervention, County agrees that the Pathway may circumnavigate those other adjoining private properties. However, Master Developer shall first give the County 60 days to attempt to acquire sufficient right-of-way. These pathways shall be installed and completed at the time the adjacent infrastructure is installed. The pathway shall be constructed at the same level of the street.
- 6.2.6.2. Alternative Sidewalk Along Existing Streets.** At Master Developer's option, in lieu of the Pathway specified in Section 6.2.6.1, Master Developer may install a six-foot wide concrete sidewalk in the public right-of-way and at the same level of the street, if all other public right-of-way standards can be met. If using this option, Master Developer agrees to install an additional six-foot wide multi-use public trail that runs generally parallel and adjacent to the six-foot wide sidewalks. Master Developer may choose the trail surface-type, provided it is sufficiently compacted to at least support equestrian uses.
- 6.2.6.3. Weber River Parkway Trail.** Master Developer agrees to install a 10 foot-wide asphalt or concrete pathway parallel and running along the Weber River. This pathway shall stub into 2700 West Street on the Northwest side of the Property. It shall also extend from the Weber River to 1200 South Street on the eastern side of the Property. If Master Developer is able to acquire a public Pathway right-of-way paralleling and adjacent to the Weber River from the eastern edge of the Property to 1200 South across adjoining Property, then the requirement for the Pathway on the eastern side of the Property shall be waived. This pathway, and the required shade trees from Paragraph 6.2.6.5, shall be completed prior to issuance of the first certificate of occupancy. Where the pathway will cross Weber County property, the Weber County Commission reserves the right to require the pathway to circumnavigate the county property, or navigate along a line selected by the County Commission.
- 6.2.6.4. Pathway Easement.** If a pathway or sidewalk is not located in a public right-of-way, Master Developer shall convey and record an easement on and over the area of the Property that will contain the Pathway or sidewalk in favor of Weber County for public Pathway purposes. The Pathway easement shall be no less than 12-feet wide at any point, and wider when required by the County for reasonable and necessary operations and maintenance of the Pathway or for necessary public safety improvements.

6.2.6.5. Pathway Shade Trees. The Pathway loop shall be lined with shade trees. County agrees that Master Developer may choose the species of shade tree as long as County determines the selected species does not create an unreasonable or unmitigatable conflict with public infrastructure. Master Developer agrees to select a tree species and tree spacing that, at maturity, is reasonably capable of providing 75% shade canopy over the Pathway, and, if applicable, sidewalk and trail, at the sun's zenith when the trees are no older than 15 years. These shade trees shall be installed at the time the pathway that they line is installed. Native trees already onsite may count toward this requirement.

6.3. Utilities and Project Infrastructure. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application.

6.3.1. Relevant Utility Provider Approval. Master Developer has an obligation to gain relevant utility provider approval for the Project. County has no obligation to assist Master Developer in gaining utility provider approval, but shall not unreasonably oppose or prohibit utility line extension to the Project when the utility is reasonably necessary to support the Project.

6.3.2. Utilities to be Underground. Master Developer shall cause all overhead utility lines to be buried as each plat or phase is constructed, except the large transmission lines that transect the property may remain overhead.

6.4. Approval of Infrastructure as a Part of a Development Approval. Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.

6.4.1. Review by County. The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance applicable with County Laws, the Master Plan and this ZDA.

6.4.2. Resolution of Disputes Regarding Project Infrastructure. If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws, the Master Plan and this ZDA, then any such dispute shall be subject to the meet and confer provisions of Section 5.6.2.

7. Other Improvements, Construction Requirements, Standards, and Regulations.

7.1. Waiver of Annexation Protest. Master Developer hereby agrees not to protest an annexation into a municipality, local sewer district, or other taxing entity that will provide municipal services to the Property. Master Developer agrees to pay all costs associated with the annexation.

7.2. Master Homeowner's Association. Master Developer agrees to create a Master Homeowner's Association (HOA). The creation shall include professional management of the HOA and HOA improvements, amenities, property, as well as vegetation within rights-of-way or adjacent to trails or pathways.

- 7.3. Other Street Improvements.** Master Developer agrees to install the streets shown in the concept plan (EXHIBIT C) in the locations generally depicted thereon.
- 7.4. Lot Layout.** The Parties agree that the concept plan’s lot layout is conceptual in nature, and does not constitute approval of a final lot layout. Each lot shall be developed in compliance with the standards of the applicable zone.
- 7.5. Development within Identified Flood Plain Areas.** Prior to any development by Master Developer within currently identified or preliminary flood plain areas, Master Developer agrees to obtain a Conditional Letter of Map Revision (“CLOMR”) from the Federal Emergency Management Agency (“FEMA”). The CLOMR must identify whether the proposed development or proposed hydrology changes would meet minimum National Flood Insurance Program standards. If the CLOMR indicates that the proposed development or proposed hydrology changes would fail to meet minimum National Flood Insurance Program standards, Master Developer will be responsible to obtain a Letter of Map Revision (“LOMR”) (or LOMR-F if applicable) from FEMA officially revising the National Flood Insurance Program (“NFIP”) map before development in the identified or preliminary flood plain areas may occur. In the event Master Developer obtains a LOMR-F, the County Engineer must also determine that the proposed development within the specified flood plain area is reasonably safe from flooding.
- 7.6. Alternative to Flood Plain Development.** As part of the MPD Overlay Zone, the County Agrees to allow Master Developer to cluster all or some single-family residential lots or multi-family housing outside of the floodplain, at the Master Developer’s option. The clustering shall follow the County’s cluster subdivision regulations, Section 108-3 of the Land Use Code, except for the following provisions, or except where this agreement conflicts, in which case this agreement shall prevail.
- 7.6.1.** The conceptual sketch plan endorsement shall layout all lots on the Property and show compliance with the Section 108-3 of the Land Use Code and this agreement, except the lots in the commercial area, as shown on the concept plan herein (Exhibit C), need not be shown.
- 7.6.2.** Open space provisions:
- 7.6.2.1.** This open space preservation plan requirement is satisfied by this section and shall not be required.
- 7.6.2.2.** The required open space shall be 50 percent of the overall Property. The open space may be the area within the floodplain and need not be prime agricultural land. The open space shall be permanently preserved in a conservation easement dedicated to the County, or owned by a local park district or municipality. Except as provided in Section 7.6.3 or Section 6.2.5, the open space area shall remain in its natural state to create and preserve a nature park, with minimal improvements allowed, such as restrooms, benches, pathways or trails, picnic areas, or a pavilion. Care shall be taken to preserve the existing trees.
- 7.6.2.3.** The required open space area, including the required park specified in Section 7.6.3 or Section 6.2.5 shall be platted and preserved with or at the same time of the recording of the first plat. Park improvements shall be installed as part of the required subdivision improvements.

- 7.6.3. The park required in Section 6.2.5 may be reduced to one acre.
- 7.6.4. The clustering shall not allow any more single-family residential lots than would otherwise be allowed by the zone or this agreement. The calculation for base density need not include area unsuitable for development, if any. The minimum area required to plat the total number of single-family residential lots, as determined by the base density calculation, shall be reserved for single-family residential lots. The remaining area, if any, may be used for multifamily residential units.
- 7.6.5. All lots adjacent to 2700 West Street shall be a single-family residential lot, except those shown on the concept plan as being intended for commercial uses.
- 7.6.6. The minimum lot area of a single-family residential lot may be reduced to 6,000 square feet, except those located along 2700 west street, which may not be reduced below the zone's minimum.
- 7.6.7. The minimum lot width and frontage may be reduced to 60 feet, except those located along 2700 west street, which may not be reduced below the zone's minimum.
- 7.6.8. No bonus density shall be awarded.

7.7. Zoning

- 7.7.1. **Single-Family Dwellings.** The parties agree that the single-family residential zoning assigned to the property by the rezone shall govern the development standards of each lot, unless provided otherwise herein.
- 7.7.2. **Multi-Family Dwellings.** As part of the MPD overlay zone, County agrees to allow multi-family dwellings within the area zoned C-2, and as set forth in the concept plan (Exhibit C). Multi-family dwellings are not allowed within 60 feet of 1200 South Street unless constructed above the first floor of a street-oriented commercial space described in Section 7.11.1. Multi-family dwellings are subject to the design provisions herein. "Multi-family street-oriented housing," as designated on the concept plan (Exhibit C) refers to townhome development that is oriented toward the street shown on the concept plan. "Multi-family housing," as designated on the concept plan, refers to stacked condominiums or apartments.
- 7.7.3. **Commercial Buildings.** Commercial buildings are allowed in the C-2 zone, subject to the design provisions herein.

7.8. **Screening of Adjacent Residential Property.** An eight foot masonry wall shall be constructed to screen adjacent residential uses on the same side of 2700 West from commercial uses in the project. The County may waive this requirement if the adjoining residential landowners request a wall not be installed.

7.9. **Landscaping and Vegetation.** Master Developer shall provide landscaping and vegetation to all parts of the Property as Phases are installed, as required by the Code. Vegetation shall be waterwise vegetation, except that turf grass shall be allowed in the public park. In the event any vegetation required by this ZDA or the Code dies, the Master Developer agrees to replace it during the next available planting season. Other than landscaping as part of Basic Improvements, County agrees that landscaping may be proposed at the time of design review or other site plan review process.

- 7.10. Architectural styling.** All non-single-family residential buildings shall be designed as follows:
- 7.10.1. Design.** All building fronts that are visible from 1200 South Street or 2700 West Street shall be constructed with design features and of building materials normally found in higher quality development.
 - 7.10.2. Rooflines.** Rooflines shall be broken at least every 50 feet, with no less than a 12 inch shift in abutting rooflines.
 - 7.10.3. Building wall massing.** The wall massing of building facades shall be broken at least every 40 feet with no less than a six inch shift in the plain of abutting walls. The façade of each street-facing building shall be designed and constructed to have a building base, building body, and building cap, each with varying building material or design techniques.
 - 7.10.4. Building material.** Building façade walls shall be finished with no less than three diverse types of material.
 - 7.10.5. Building fenestration.** The ground floor of each street-oriented building shall be at the same level of the street. The ground floor of each street-facing façade shall have at least 75 percent fenestration. On the street-facing façade, at least one main entrance into each commercial building or unit therein shall be provided from the adjoining sidewalk or pathway. Building fenestration of floor levels above the street-level, on all sides of each building, shall have at least 40 percent fenestration.
- 7.11. Site design.**
- 7.11.1. Street-Oriented Commercial Buildings.** 1200 South Street shall be part of a pedestrian-oriented commercial/retail experience. As such, at least 60 percent of contiguous frontage along the street shall be reserved for street-oriented commercial buildings to be built at a time of the Master Developer's choosing. The street oriented commercial buildings shall provide street-level commercial space that fronts 1200 South Street. The following additional standards shall apply:
 - 7.11.1.1. Reserved Space for Street-Oriented Commercial Buildings.** No major infrastructure or other buildings or non-on-street parking areas may be located within 60 feet of 1200 South Street except buildings that comply with this part or the Pathway and related landscaping as specified in Section 6.2.6.
 - 7.11.1.2. Setback and Entrances.** Street-oriented buildings shall be designed with a street-level primary entrance that opens onto the pathway specified in Section 6.2.6. The entrance shall be open and accessible from the pathway during normal business hours. No part of the building shall be setback from the pathway greater than 15 feet, except parts of the building that are setback more to accommodate a hard-surfaced public plaza, public gathering place, or outdoor dining, that is adjacent to the pathway.
 - 7.11.1.3. Other Entrances.** Other primary entrances of street-oriented buildings may be located on other facades of the building.

- 7.11.2. Building Step-Back.** Master Developer agrees to limit the height of all buildings within 40 feet of the 1200 South Street and 2700 West Street rights-of-way to no greater than 45 feet. Master Developer agrees to limit the height of all other buildings to no greater than 65 feet or four stories.
- 7.11.3. Cross-Access Easement.** The cross-access easement requirements herein do not apply to single-family residential lots. Master Developer agrees that each lot or parcel will be provided with cross-access easements that offer logical, convenient, and safe two-way vehicle and pedestrian ingress and egress. At a minimum, each parcel shall have two points of ingress and egress. Master Developer agrees that any Development Application for a Subdivision or a Design Review will provide for these easements. Master Developer agrees to record these easements upon application approval, and prior to Building Permit application for the lot or parcel.
- 7.11.3.1.** When locating cross-access easements or designing the ingress and egress infrastructure, good faith efforts shall be made to coordinate the location of the cross-access easement with the adjoining lot or parcel owner.
- 7.11.3.2.** Construction of the access points in each cross-access easement shall be completed prior to certificate of occupancy for any structure on the specific lot or parcel.
- 7.11.3.3.** Development on a lot or parcel adjoining a lot or parcel with a previously recorded or previously constructed cross-access easement shall provide a cross-access easement and infrastructure on the common lot or parcel line that generally mirrors and aligns with the adjoining lot or parcel easement.
- 7.11.4. Parking.** Master Developer has the right and obligation to install parking facilities as required by Vested Laws. For street-oriented buildings, the parking shall be located on the opposite side of the building from the street. In the event the surface parking restriction is insufficient for the uses of the site, Master Developer shall have the right and obligation to create a parking structure. Parking structure building facades shall comply with Section 7.10 and be designed to appear as other buildings onsite and not as a parking structure. All surface parking lots shall provide one shade tree per six parking spaces. The trees shall be evenly spaced throughout the parking lot, with no less than one tree per every five spaces.
- 7.11.5. Automobile oriented land uses and buildings.** Developer agrees that all automobile oriented uses will be oriented away from 1200 South Street except that one building with a drive-up or drive-through window may be located on 1200 South Street, as long as it is at least 100 feet from the intersection of 1200 South Street and 2700 West Street. All other drive up or drive through windows shall be located on the opposite side of the build from 1200 South Street. A gas station canopy, fueling pumps, and charging stations, if desired, shall be located on the opposite side of any building fronting 1200 South, but may be adjacent to 2700 West.
- 7.11.6. 1200 South and 2700 West Intersection Corner.** Irrespective of any contrary provision herein, the corner of 1200 South and 2700 West shall be reserved for a building that provides street frontage on both streets, and is setback from each street right-of-way no more than one foot, unless more is necessary to facilitate

the County's minimum clear view intersection requirements. The building shall be designed to anchor the corner of the intersection with a prominent building designed with architectural features oriented toward the intersection. As such, the building height shall be no less than 35 feet in height.

- 7.12. **Outdoor lighting.** Master Developer agrees to design and construct downward directed and fully shielded light fixtures in a manner that does not cause glare or direct illumination onto adjacent properties or streets.

8. **Default.**

- 8.1. **Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.
- 8.2. **Contents of the Notice of Default. The Notice of Default shall:**
- 8.2.1. **Claim of Default.** Specify the claimed event of Default;
- 8.2.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ZDA that is claimed to be in Default;
- 8.2.3. **Specify Materiality.** Identify why the Default is claimed to be material; and
- 8.2.4. **Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
- 8.3. **Meet and Confer.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process specified in Section 5.6.2.
- 8.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:
- 8.4.1. **Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.
- 8.4.2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 8.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.
- 8.5. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting party can provide evidence that it is pursuing a cure with reasonable diligence.
- 8.6. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

9. **Notices.** All notices required or permitted under this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

SPB Ventures I, LLC.
3237 Twin Peaks Dr.
Layton UT, 84040-4418

To the County:

Weber County
Attn: County Commission Chair
2380 Washington BLVD
Suite 360
Ogden, Utah 84401

With a copy to:

Christopher Crockett
Deputy County Attorney
2380 Washington BLVD
Suite 230
Ogden, Utah 84401

AND

Rick Grover
Planning Director
2380 Washington BLVD
Suite 240
Ogden, Utah 84401

- 9.1. **Effectiveness Of Notice.** Except as otherwise provided in this ZDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

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

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

9.1.3. **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice

under this ZDA by giving written Notice to the other party in accordance with the provisions of this Section.

10. **Amendment.** Any future amendments to this ZDA shall be considered as Modification Applications subject to the following processes.
 - 10.1. **Who may Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this ZDA (and not including a Subdeveloper) may submit a Modification Application.
 - 10.2. **Modification Application Contents. Modification Applications shall:**
 - 10.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.
 - 10.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
 - 10.2.3. **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
 - 10.2.4. **Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
 - 10.2.5. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
 - 10.3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
 - 10.4. **Planning Commission Review of Modification Applications.**
 - 10.4.1. **Review.** All aspects of a Modification Application that are required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
 - 10.4.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.
 - 10.5. **Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.
 - 10.6. **Board of County Commissioners' Denial of Modification Applications.** If the Board of County Commissioners does not approve the Modification Application, the Board of County Commissioners shall provide a written explanation advising the Applicant of the reasons for Denial including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ZDA, the Master Plan and/or the County Laws.

11. **Miscellaneous Provisions.**

- 11.1. **Entire Agreement.** This ZDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. **Headings.** The captions used in this ZDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. **No Third Party Rights/No Joint Venture.** This ZDA does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this ZDA to create any third-party beneficiary rights. The parties acknowledge that this ZDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. **Assignability.** The rights and responsibilities of Master Developer under this ZDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.
- 11.4.1. **Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this ZDA relative to development on the sold or conveyed property.
- 11.4.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
- 11.4.3. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 11.4.4. **Deemed Approved.** Unless the County objects in writing within sixty business days the County shall be deemed to have approved of and consented to the assignment.
- 11.4.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ZDA to which the

assignee succeeds. Upon any such approved partial assignment, Master 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.

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

11.4.6.1. If the County is not reasonably satisfied that the assignees have the same or similar financial ability to perform the obligations of Master Developer proposed to be assigned;

11.4.6.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable amount of 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 ZDA; or

11.4.6.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete master planned development.

11.4.7. Assignee Bound by this ZDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ZDA as a condition precedent to the effectiveness of the assignment.

11.5. Binding Effect. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights and privileges as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this ZDA without any required approval, review, or consent by the County except as otherwise provided herein.

11.6. No Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

11.7. Severability. If any provision of this ZDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this ZDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ZDA shall remain in full force and affect.

11.8. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this ZDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

11.9. Time is of the Essence. Time is of the essence to this ZDA and every right or responsibility shall be performed within the times specified.

- 11.10. **Mutual Drafting.** Each party has participated in negotiating and drafting this ZDA and therefore no provision of this ZDA shall be construed for or against either party based on which party drafted any particular portion of this ZDA.
- 11.11. **Applicable Law.** This ZDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 11.12. **Venue.** Any action to enforce this ZDA shall be brought only in the **Second Judicial** District Court for the State of Utah, Weber County.
- 11.13. **Recordation and Running with the Land.** This ZDA shall be recorded in the chain of title for the Project. This ZDA shall be deemed to run with the land.
- 11.14. **Authority.** The parties to this ZDA each warrant that they have all of the necessary authority to execute this ZDA. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this ZDA lawfully binding the County. This ZDA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this ZDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER

COUNTY

SPB Ventures I, LLC.

Weber County

By: _____
Its: _____

By: Scott Jenkins, Chair
Board of County Commissioners

Approved as to form and legality:

Attest:

Liam Keogh, Deputy County Attorney

Ricky Hatch, CPA, Clerk/Auditor

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF WEBER

On the _____ day of January, 2013, personally appeared before me _____ who being duly sworn, did say that he is the _____ of _____, L.L.C., a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Map of Legal Description
Exhibit "C"	Land Use Plan

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All of the property described as:

A PART OF THE SOUTHEAST QUARTER OF SECTION 15, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET AND THE SOUTHERLY BANK OF THE WEBER RIVER LOCATED 829.26 FEET NORTH 13°04'28" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 15;

RUNNING THENCE ALONG THE SOUTHERLY BANK OF THE WEBER RIVER THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 69°16'22" EAST 13.87 FEET; (2) SOUTH 47°38'54" EAST 54.54 FEET; (3) SOUTH 60°41'53" EAST 40.01 FEET; (4) SOUTH 55°48'57" EAST 58.42 FEET; (5) SOUTH 48°54'09" EAST 40.85 FEET; (6) SOUTH 56°55'00" EAST 63.16 FEET; (7) SOUTH 53°12'54" EAST 60.11 FEET; (8) SOUTH 41°25'10" EAST 50.49 FEET; (9) SOUTH 49°56'05" EAST 19.99 FEET; (10) SOUTH 45°34'53" EAST 48.96 FEET; (11) SOUTH 64°58'50" EAST 40.79 FEET; (12) SOUTH 68°33'45" EAST 81.68 FEET; (13) SOUTH 68°11'19" EAST 49.33 FEET; (14) SOUTH 58°39'57" EAST 54.77 FEET; AND (15) SOUTH 63°57'03" EAST 42.53 FEET; THENCE SOUTH 21°26'15" WEST 234.89 FEET; THENCE SOUTH 36°18'06" WEST 66.67 FEET; THENCE SOUTH 34°33'54" WEST 10.67 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 125.31 FEET, CHORD BEARS SOUTH 20°08'51" WEST 123.99 FEET, HAVING A CENTRAL ANGLE OF 28°50'06"; THENCE SOUTH 05°43'49" WEST 589.49 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 43.46 FEET, CHORD BEARS SOUTH 00°43'48" WEST 43.40 FEET, HAVING A CENTRAL ANGLE OF 10°00'00"; THENCE SOUTH 04°16'12" EAST 105.31 FEET; THENCE SOUTH 85°43'48" WEST 621.89 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 05°01'51" EAST 835.13 FEET; (2) NORTHERLY TO THE NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 2841.90 FOOT RADIUS CURVE, A DISTANCE OF 412.64 FEET, CHORD BEARS NORTH 11°34'26" EAST 412.27 FEET, HAVING A CENTRAL ANGLE OF 08°20'55"; AND (3) NORTH 15°44'54" EAST 347.75 FEET TO THE POINT OF BEGINNING. CONTAINING 19.40 ACRES, LESS: 0.58 ACRES OWNED BY WEBER COUNTY FOR A TOTAL OF 18.82 NET ACRES.

AND

A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE WEBER RIVER LOCATED 584.82 FEET NORTH 44°15'53" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 14;

RUNNING THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING TWENTY TWO (22) COURSES: (1) SOUTH 63°17'12" EAST 85.58 FEET; (2) SOUTH 59°28'47" EAST 110.34 FEET; (3) SOUTH 60°30'35" EAST 98.12 FEET; (4) SOUTH 49°18'12" EAST 68.95 FEET; (5) SOUTH 49°31'42" EAST 32.76 FEET; (6) SOUTH 68°12'30" EAST 32.73 FEET; (7) SOUTH 58°12'27" EAST 46.13 FEET; (8) SOUTH 52°55'04" EAST 69.94 FEET; (9) SOUTH 61°19'59" EAST 121.59 FEET; (10) SOUTH 60°45'19" EAST 75.24 FEET; (11) SOUTH 45°00'52" EAST 67.90 FEET; (12) SOUTH 38°47'16" EAST 67.65 FEET; (13) SOUTH 51°36'17" EAST 54.29 FEET; (14) SOUTH 54°30'38" EAST 58.61 FEET; (15) SOUTH 63°05'23" EAST 43.63 FEET; (16) SOUTH 50°57'20" EAST 47.75 FEET; (17) SOUTH 52°05'37" EAST 53.74 FEET; (18) SOUTH 19°17'58" EAST 19.31 FEET; (19) SOUTH 46°17'15" EAST 19.34 FEET; (20) NORTH 90°00'00" EAST 22.19 FEET; (21) SOUTH 65°06'23" EAST 56.29 FEET; AND (22) SOUTH 58°59'38" EAST 13.37 FEET; THENCE SOUTH 33°25'01" WEST 341.20 FEET; THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE, A

DISTANCE OF 167.09 FEET, CHORD BEARS SOUTH 59°34'24" WEST 161.34 FEET, HAVING A CENTRAL ANGLE OF 52°18'48"; THENCE SOUTH 85°43'49" WEST 937.20 FEET; THENCE NORTH 04°16'12" WEST 105.31 FEET; NORTHERLY TO THE RIGHT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 43.46 FEET, CHORD BEARS NORTH 00°43'48" EAST 43.40 FEET, HAVING A CENTRAL ANGLE OF 10°00'00"; THENCE NORTH 05°44'32" EAST 589.49 FEET; THENCE NORTHERLY TO THE RIGHT ALONG THE ARC OF A 249.00 FOOT RADIUS CURVE, A DISTANCE OF 125.32 FEET, CHORD BEARS NORTH 20°08'51" EAST 123.99 FEET, HAVING A CENTRAL ANGLE OF 28°50'06"; THENCE NORTH 34°33'54" EAST 10.67 FEET; THENCE NORTH 36°18'06" EAST 66.67 FEET; THENCE NORTH 21°26'15" EAST 234.89 FEET TO THE POINT OF BEGINNING. CONTAINING 21.00 ACRES, LESS: 6.65 ACRES OWNED BY WEBER COUNTY FOR A TOTAL OF 14.35 NET ACRES.

AND

A PART OF THE NORTHWEST QUARTER OF SECTION 22, AND A PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET LOCATED 1156.05 SOUTH 23°39'36" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 22;

RUNNING THENCE NORTH 85°43'49" EAST 582.91 FEET; THENCE NORTH 04°52'14" EAST 299.89 FEET; THENCE NORTH 85°43'49" EAST 977.03 FEET; THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE, A DISTANCE OF 167.09 FEET, CHORD BEARS NORTH 59°34'24" EAST 161.34 FEET, HAVING A CENTRAL ANGLE OF 52°18'48"; THENCE NORTH 33°25'01" EAST 341.20 FEET TO THE SOUTHERLY BANK OF THE WEBER RIVER; THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING EIGHT (8) COURSES: (1) SOUTH 58°59'38" EAST 40.89 FEET; (2) SOUTH 74°33'36" EAST 44.21 FEET; (3) SOUTH 71°26'11" EAST 64.13 FEET; (4) SOUTH 61°53'56" EAST 80.49 FEET; (5) SOUTH 69°54'11" EAST 58.00 FEET; (6) SOUTH 65°05'35" EAST 68.10 FEET; (7) SOUTH 78°57'14" EAST 63.42 FEET; AND (8) SOUTH 77°29'53" EAST 76.17 FEET; THENCE SOUTH 00°05'47" WEST 125.32 FEET; THENCE SOUTH 00°47'18" WEST 803.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 84°45'47" WEST 1676.06 FEET; AND (2) NORTH 89°13'10" WEST 819.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 28°47'51" EAST 127.26 FEET; (2) NORTHERLY TO THE LEFT ALONG THE ARC OF A 283.00 FOOT RADIUS CURVE, A DISTANCE OF 99.77 FEET, CHORD BEARS NORTH 18°41'51" EAST 99.26 FEET, HAVING A CENTRAL ANGLE OF 20°12'00"; (3) NORTH 08°35'51" EAST 223.40 FEET; AND (4) NORTH 05°01'51" EAST 30.85 FEET TO THE POINT OF BEGINNING. CONTAINING 43.12 ACRES.



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: To hold a public hearing, and consider and take action on ZMA 2021-05 a request to amend the zone map to rezone approximately 87 acres from the A-2 (medium agriculture) zone to the C-2 (medium commercial) zone and varying residential zones at approximately 2650 West 1200 South, and a request to amend the general plan's future land use map to enable the rezone.

Agenda Date: Tuesday, June 15, 2021

Applicant: Lync Construction. Agent: Pat Burns and David Laloli

File Number: ZMA 2021-05

Property Information

Approximate Address: 2650 West 1200 South

Zoning: The area is currently Agricultural (A-2)

Existing Land Use: Agricultural

Proposed Land Use: Commercial and Residential

Township, Range, Section: T6N, R2W, Sections 14 and 23

Adjacent Land Use

North: Agricultural	South: Railroad
East: Agricultural	West: Residential/Agricultural

Staff Information

Report Presenter: Charles Ewert
cewert@webercountyutah.gov
801-399-8767

Report Reviewer: RG

Applicable Ordinances

§102-5: Rezoning Procedures

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.

Summary

This application is for a rezone and associated general plan amendment to change approximately 87 acres from the A-2 zone to the C-2 zone with a master planned development overlay zone (MPDOZ). The purpose of the rezone is to develop the site for commercial uses along 12th street, and residential uses behind the commercial uses and along the Weber River.

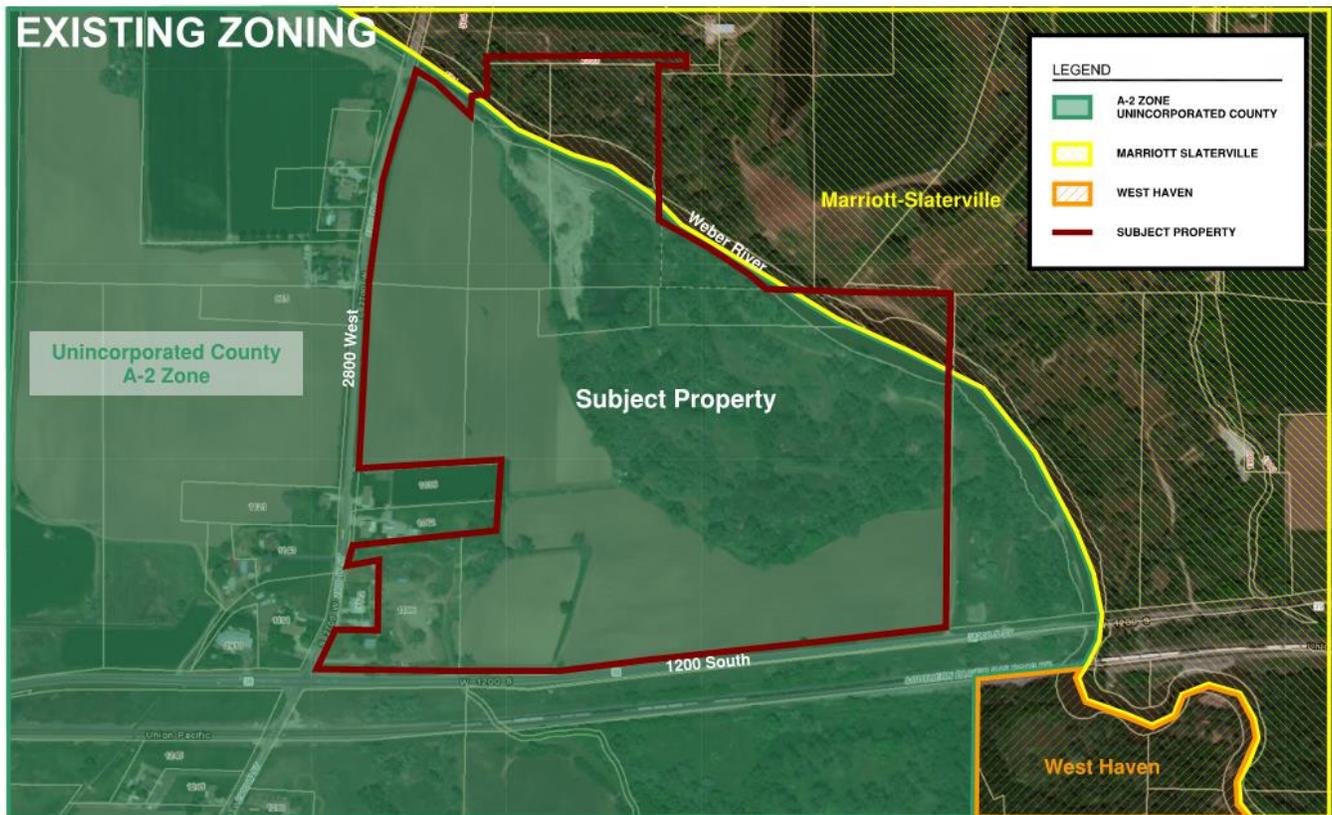
Staff is suggesting instead of rezoning the entire property to C-2, to rezone the area proposed for commercial and mixed use residential, along 12th street, to the C-2 zone, then rezone the rest of the property to the Residential Estates zones (RE-15 and RE-20). Application of the MPDOZ could then be used to allow multifamily uses to be located in the C-2 zone area as part of the mixture of uses.

Policy Analysis

A change to zoning has the potential to change the character of an area. Careful analysis of the change should be considered in order to assure the protection of the overall health, safety, and general welfare of the community. Rezones may not always be optimally beneficial to everyone affected. The rezone process is a time in which the county should try to anticipate whether the detriments to some are appropriately and reasonably mitigated and balanced with the overall desired community outcomes.

Zoning. The current zone of the subject parcel is A-2. The A-2 zone is typically reserved for moderately intense agricultural operations, but there are some uses allowed in this zone that are less intense. **Figure 1**¹ displays current zoning and the parcels affected by the potential rezone.

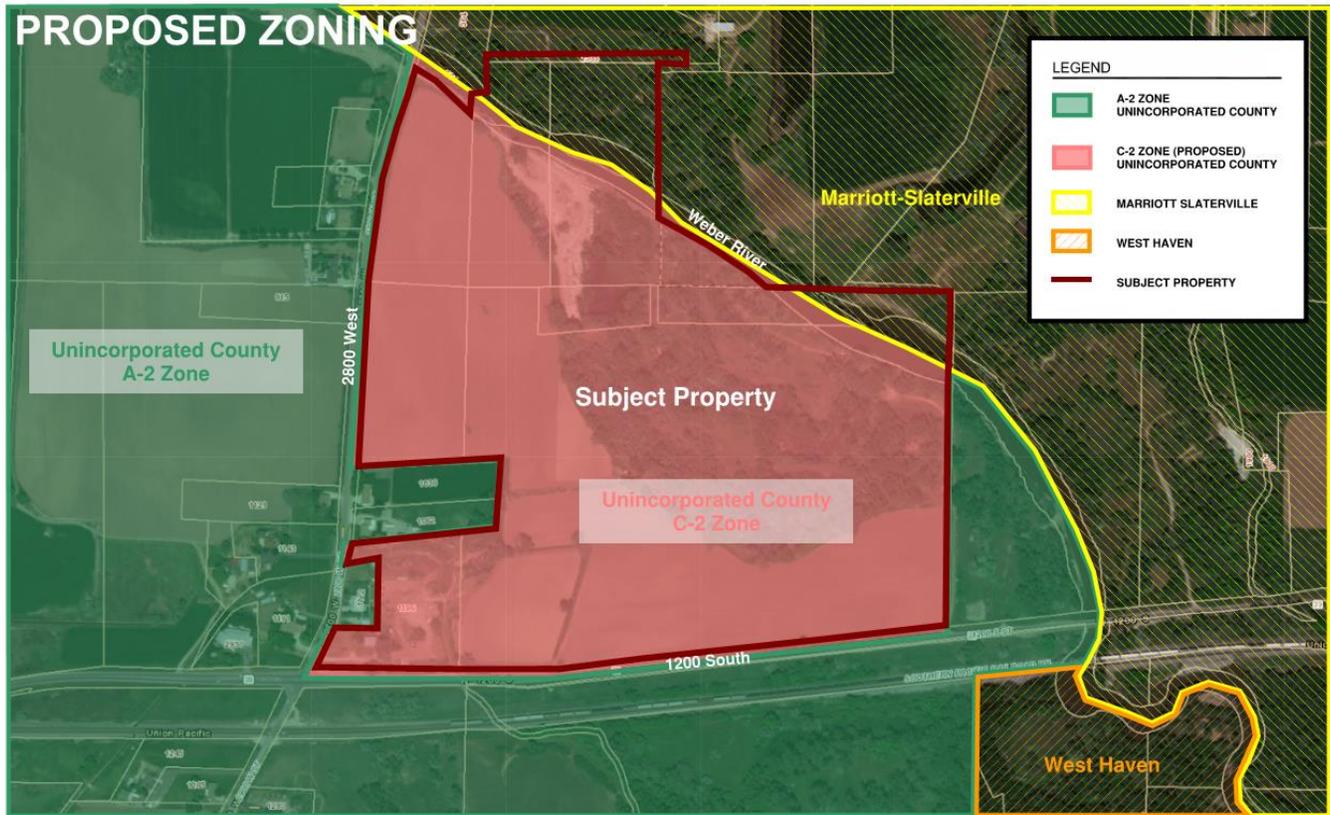
Figure 1: Current Zoning Map and the Subject Parcel(s).



¹ See also Exhibit D.

The requested zone for the subject parcel is the C-2 zone. As can be seen in **Figure 2²**, this will create new commercial property in an area without any current commercial zoning.

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



Changing a zone from A-2 to C-2 comes with a few things to consider. The Planning Commission should review the uses that are different in each zone and the differences in lot development standards³. As can be expected, the differences between the zones are substantial.

Changing zoning. The Weber County Land Use Code has a chapter that governs application-driven rezones. The following are excerpts and/or staff’s commentary on how it applies to this application.

§ 102-5-2: Specifies that rezoning should comply with the general plan. At current, the request does not. The current general plan does not anticipate commercial uses in this area. For that reason, the applicant is also requesting an amendment to the general plan to designate it for future commercial. If favorable, **Figures 4⁴ and 5** show a proposed amendment to the West Central Weber County’s “Future Land Use Map” that would enable this rezone. Specific plan amendment outcomes should be considered before offering the rezone, as detailed later in this report.

§ 102-5-3 sets forth approval criteria when considering a rezone. Because a rezone is legislative, this criterion allows broad deference to the County Commission’s legislative decision-make authority. The criterion is twofold:

- (a) *To promote compatibility and stability in zoning and appropriate development of property within the county, no application for rezoning shall be approved unless it is demonstrated that the proposed rezoning promotes the health, safety and welfare of the county and the purposes of this chapter.*
- (b) *The planning commission and the county commission will consider whether the application should be approved or disapproved based upon the merits and compatibility of the proposed project with the general plan, surrounding land uses, and impacts on the surrounding area. The commissions will consider whether the proposed development, and in turn the application for rezoning, is needed to provide a service or convenience brought about by changing conditions and which therefore promotes the public welfare. The*

² See also Exhibit E.

³ See Attachment F and G.

⁴ See also Attachment B and C.

county commission may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen or eliminate adverse impacts.

Concept development plan. A concept development plan has been provided for the property⁵. The plan is a general bubble diagram for where uses may generally be located on the property.

A benefit of a bubble-diagram concept plan is that the developer is afforded flexibility in the implementation of the project, allowing general ebbs and flows of design based on unknown site characteristics, varying market trends, etc., without continually engaging the governmental process to amend the plan. A possible detriment of this method is that it, alone, might not create the anticipated outcomes that were the basis of the rezone decision. To combat this potential detriment, the applicant and staff have negotiated development standards and expectations for each "bubble," and will pursue memorializing these details in a development agreement. Using this method, the county can regulate and minimize the foreseeable detrimental effects regardless of the actual final site layout. This is not unlike regular zoning elsewhere, just on a smaller scale.

The applicant is prepared to commit to keeping all buildings 200 feet away from existing residences in the area. Commercial uses will be buffered from the road by berms, trees, and parking areas.

Buildings along 1200 South will be closer to the street. The applicant is prepared to commit to buildings no greater than 45 feet tall within 100 feet of 1200 South. By comparison, this is 10 feet taller than what is allowed in the adjacent A-2 zone. No buildings are expected across 1200 South, as the railroad track is immediately adjacent, and creates a buffer from land uses southward.

Water, wastewater, fire, and other utilities. The applicant has indicated it is currently in positive negotiations with Bona Vista Water and Central Weber Sewer for service. Despite any rezone approvals, no development can occur onsite without completed agreement with these entities. The applicant has proposed power to come from Rocky Mountain Power. There is currently power lines that run across the property. The applicant is currently in negotiation with Rocky Mountain Power to underground existing lines onsite.

Access and traffic circulation. The property will get access from 12th Street and 2800/2700 West Street. UDOT access permit is required for each access on 12th Street.

It is likely that traffic to and from the property will merit improvements to 2800 West for turning lanes. A formal traffic study has not been conducted to verify this. Based on nearby plats/ surveys, it appears that the right-of-way of 2800 West is 66 feet. If that is true for the entire street frontage, then no additional right-of-way width is expected to be necessary. It is expected that 2800 West will be improved on the development side for storm water runoff. Formal street design is premature at this time.

Buffering adjacent uses. As mentioned, the buildings will be located greater than 200 feet away from existing residences. Along 2800 West, a four-foot tall berm will be installed with trees lining the top and a pathway running atop or parallel. The trees will be of a species and separation such that the tree canopy will cover 75% of the linear frontage.

The four-foot berm, trees, and pathway will also line the three existing residences on the east side of 2800 West.

Landscaping. Other than lining the exterior boundary with shade trees, it is expected that internal landscaping will comply with the adopted architecture, landscape, and screening standards of existing ordinances.

Trails and pathways. The circumference of the property will be lined with a 10-foot wide pathway. This includes development of the Weber River Parkway trail along the river.

Lighting. The applicant is proposing that the permanent lighting fixtures across the project will be dark-sky compliant. This means lighting will be downward directed and fully shielded in a manner that there will be no direct light source visible from off-property. The surface parking lots will have an additional level of light reduction by limiting the light level to dark-sky standards.

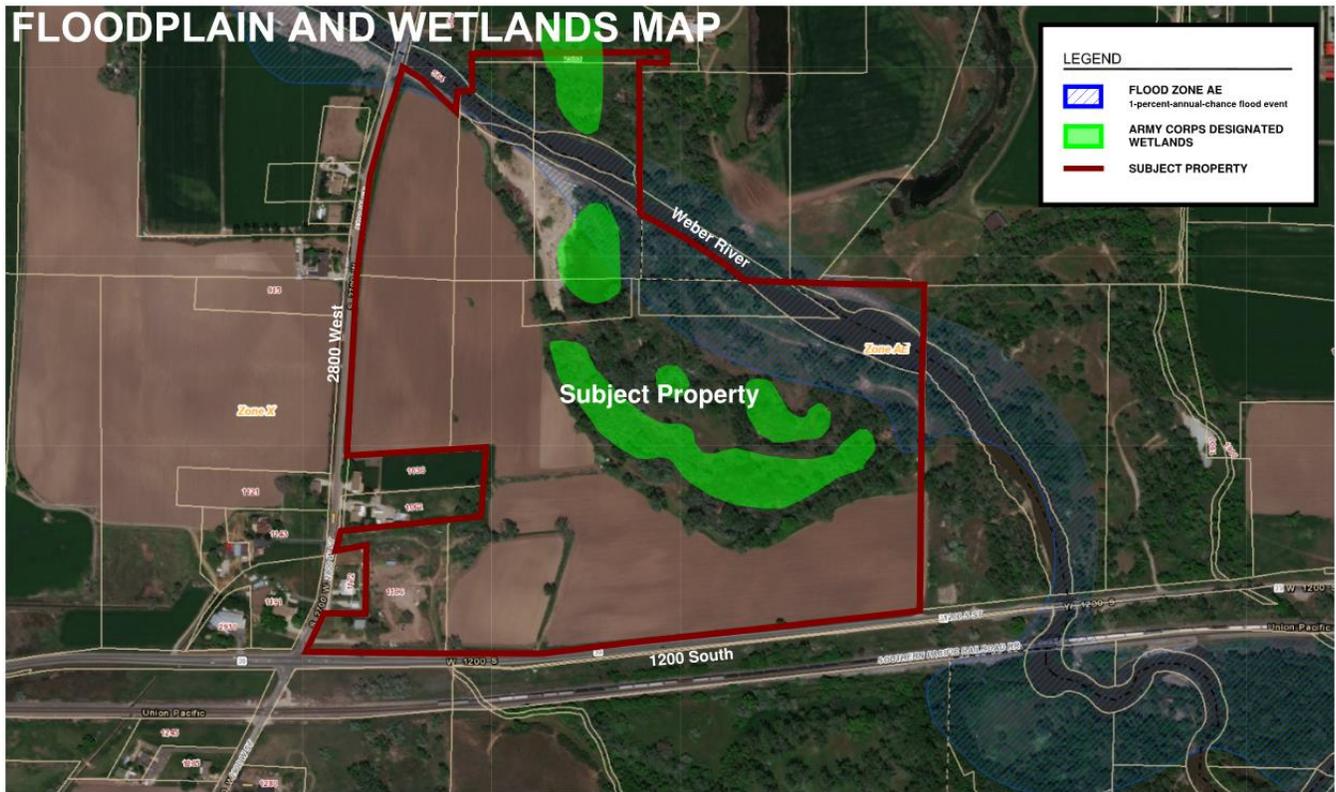
Phasing. While the applicant is not anticipating the need for a specific phasing plan, it is likely the project will be built in phases.

Wetlands and floodplain. There is known floodplain on the property. Currently, the flood zone is designated AE along the Weber River, which means that the base-flood-elevation is known for this area, and there is one percent per year chance of flooding. Also onsite are areas designated by the Army Corps of Engineers as wetlands. The applicant is proposing wetland mitigation when needed for acreage, and wetland preservation where possible.

⁵ See Exhibit H

Wetland mitigation typically means that wetlands will be built elsewhere in the area in exchange for eliminating wetlands onsite. **Figure 3⁶** displays the flood zones and wetland areas.

Figure 3, Floodplain and Wetlands.



General plan. In order to recommend approval of the rezone, the West Central Weber County General Plan should be amended to enable the new zone in the area. **Figures 4 and 5⁷** show the proposed amendment to the “Future Land Use Map” of that plan.

⁶ See Exhibit J

⁷ See Exhibit B

Figure 4: 2018 Future Land Use Map and the Subject Property.

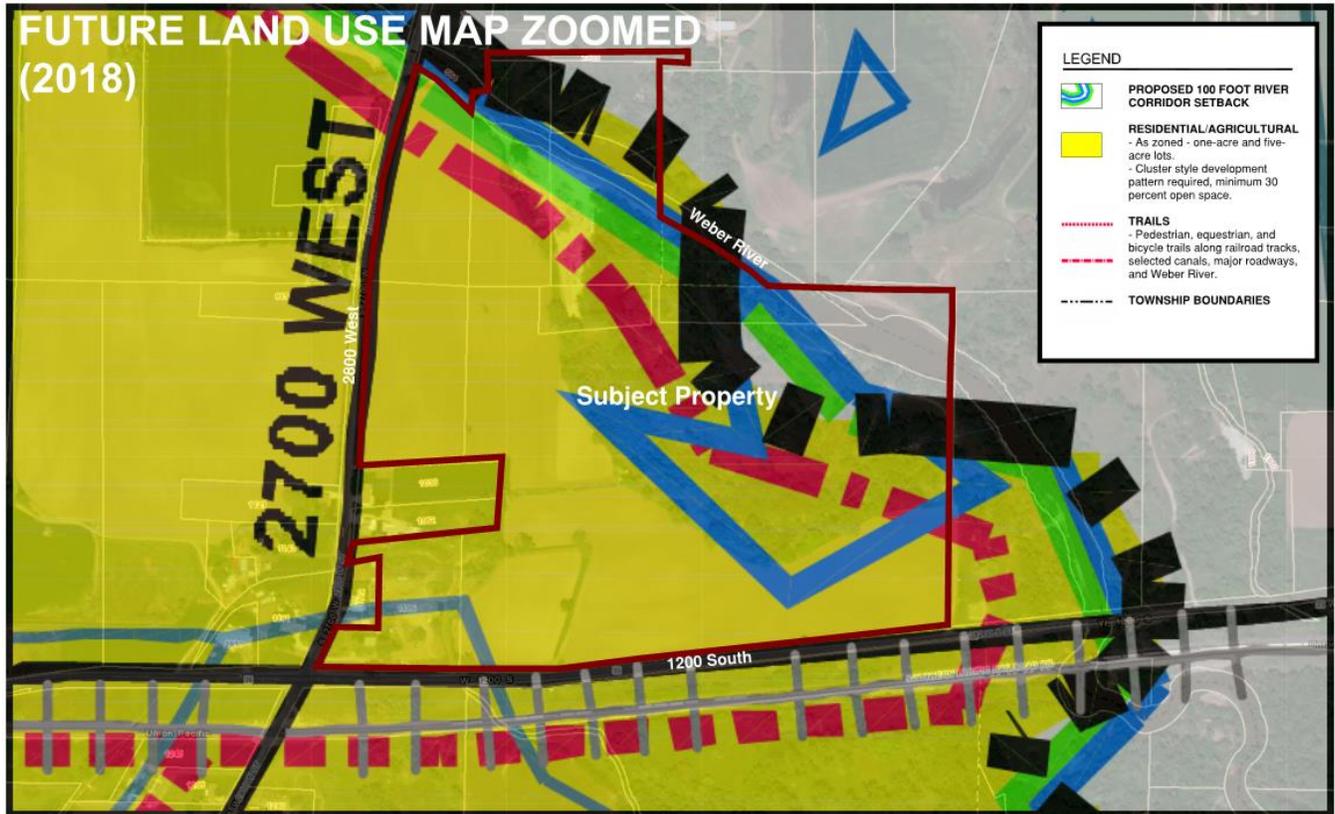
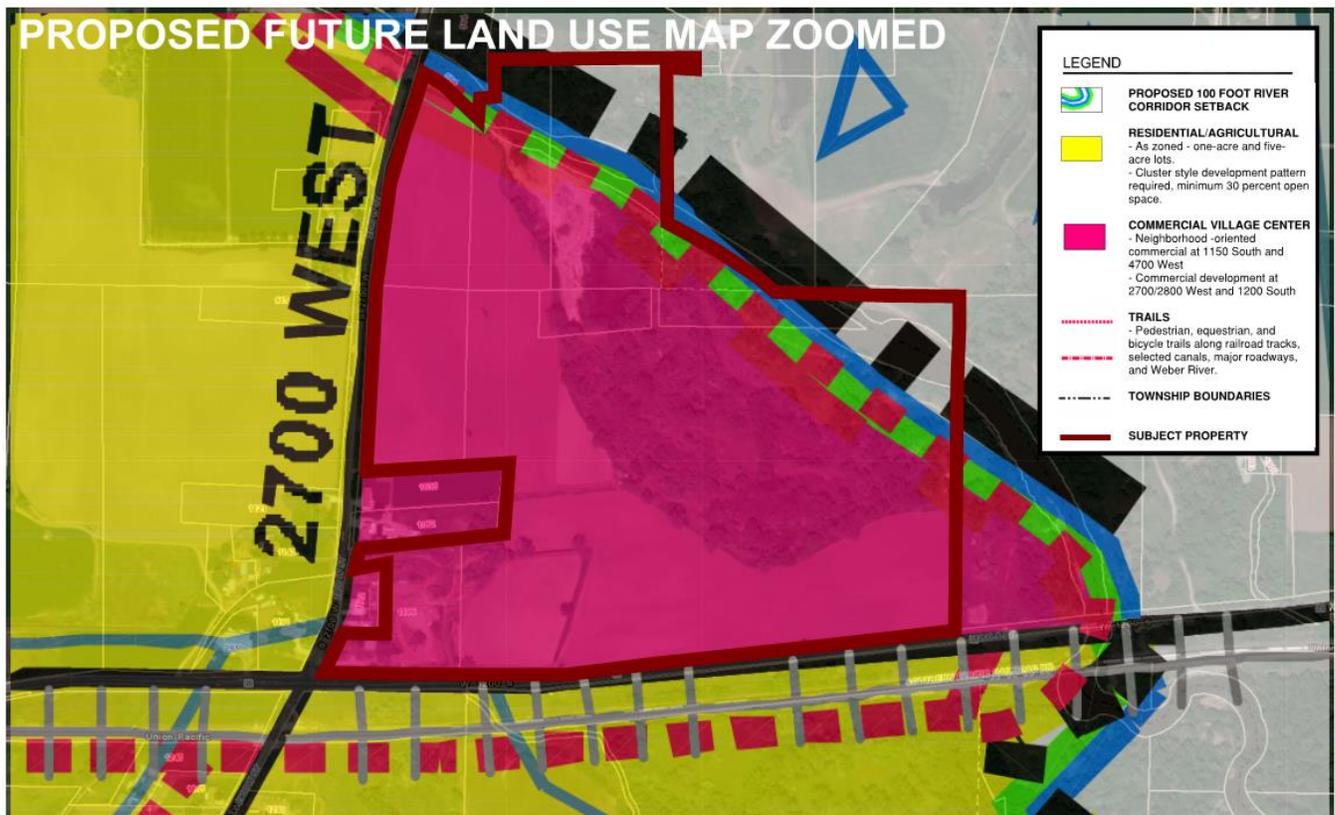


Figure 5: Proposed Future Land Use Map and the Subject Property.



A review of the existing general plan text offers the general dialogue and interests regarding a number of aspects of this proposal.

Commercial uses

“Limited commercial uses currently exist, and many people are very comfortable with the status quo. Others would like to see more commercial, particularly if it is concentrated with other services such as fire stations and schools, and if it is well-located and well-planned. Major intersections and corridors might be appropriate locations. Commercial uses can have a positive effect on tax base and services provided.”⁸

“Develop commercial design standards to help commercial development better fit with the character of the area.”⁹

This master planned development will be located along the 1200 South transportation corridor, one of the major corridors in the area. It will create jobs, retail tax-base, and increase taxable value of the subject property, giving the area a positive tax effect.

Parks and trails

“Many people expressed a desire for developed public parks (with playing fields, pavilions, playgrounds, tennis courts), a variety of trails including pedestrian, bicycle and equestrian trails, recreation facilities such as a recreation center and other developed facilities, and a library. Some suggested that utility easements are good locations for trails and bike paths; others felt that canals are too dangerous for use as trails. The concept of a “river walk” was mentioned, but those with property directly on the river were opposed to trails development along the river. It was suggested that the river flood plain should be purchased and held in public ownership.”¹⁰

The applicant has proposed a public multi-use asphalt trail along the Weber River, and a loop trail that encircles the development.

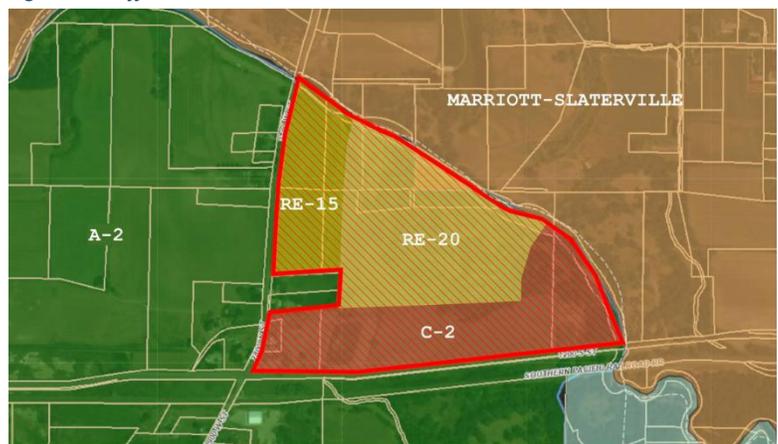
Night sky

“Some felt that ... new ordinances need to be developed to protect the night sky...”¹¹

The applicant has proposed that this development be night sky friendly. They have volunteered all permanent light fixtures to be downward directed and fully shielded so as not to create light trespass on adjacent landowners. It cannot be guaranteed that outdoor filming will always be able to follow this standard; however, the applicant has committed to providing vegetation and/or building buffers that will block this temporary lighting from existing adjacent properties. The applicant has also volunteered all surface parking areas to be low-light levels.

Instead of rezoning the entire property to C-2 with the MPD overlay, staff recommends the following zone map:

Figure 6: Staff Recommended Rezone Alternative



Master Planned Development Overlay Zone (MPDOZ)

⁸ See Page 1-5 of the West Central Weber County General Plan.
⁹ See Page 2-15 of the West Central Weber County General Plan.
¹⁰ See Page 1-5 of the West Central Weber County General Plan.
¹¹ See Page 1-6 of the West Central Weber County General Plan.

Staff Recommendation

If the Planning Commission supports the proposed general plan amendment, then staff recommends that the Planning Commission forward a positive recommendation to the County Commission for the general plan amendment and rezone with the following requirements to be executed by means of a development agreement:

1. The property should be rezoned to a mix of residential estate and commercial, with the C-2 zone located along 12th Street.
2. The commercial development should be setback from the public right-of-way no more than 20 feet to hold the street corridor visually. Likewise, the corner of 2800 and 12th Street should have a building that holds the corner visually. If that corner will be occupied by a gas station, then the gas pumps shall be located in the rear of the building away from the public right of way. To encourage buildings along the street-front, parking lots should be located no closer to 12th street or 2800 West than 100 feet.
3. Four foot berms should be created along 2800 West to shield the development/parking lots from view of adjacent residences.
4. Four foot berms should be created around the north and west sides of existing residential parcels on the east side of 2800 West. The same berms will be provided on the south side in the event of the parcels in the event non-agrarian uses are established in view of the residences.
5. A pathway should encircle the outer perimeter of the project, lined on the project's south and west boundaries with shade trees of a species and spacing that are expected to create 75 percent linear canopy coverage within 15 years of planting.
6. All onsite permanent lighting fixtures should be designed to provide the minimum lighting necessary to ensure adequate vision, comfort and safety and should be downward directed and fully shielded to not cause glare or direct illumination onto adjacent properties or streets. Additionally, the lighting of surface parking lots should not exceed 0.4-foot-candles and have a light distribution uniformity ratio no greater than 4:1.
7. The height of buildings along 1200 South and, if applicable, 2800 West, should be no greater than 45 feet for a distance from the street right-of-way of 100 feet. Maximum building height otherwise should be 65 feet.
8. The buildings with fronts visible from 1200 South or 2800 West should be treated with agrarian architectural features. The development agreement should contain architectural standards for all buildings along 12th Street
9. That all berms, trees, pathways, and associated vegetation should be installed prior to certificate of occupancy for the first building.
10. That all other agency concerns should be accounted for as may be necessary in the development agreement.

This recommendation may come with the following findings:

1. With the proposed amendment to the West Central Weber County General Plan, the proposed rezone complies with the general plan.
2. The proposal will offer an economic benefit to the community in a well-planned manner that offers relatively minimal community impacts in comparison to other economic development possibilities.
3. The proposal offers public recreation, shopping, jobs, and will offer moderate-income housing, all cornerstones of sustainable community planning principles.
4. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by use of natural and built buffers.
5. The development will enhance the overall health, safety, and welfare of the community.

Exhibits

Exhibit A: Omitted

Exhibit B: Existing "Future Land Use Map" of West Central Weber County General Plan.

Exhibit C: Omitted

Exhibit D: Existing Zone Map

Exhibit E: Proposed Zone Map

Exhibit F: A review of uses allowed and site development standards in the A-2 zone.

Exhibit G: A review of uses allowed and proposed, and site development standards in the C-2 zone.

Exhibit H: Concept Development Plan.
Exhibit I: Omitted
Exhibit J: Floodplain and Wetlands.

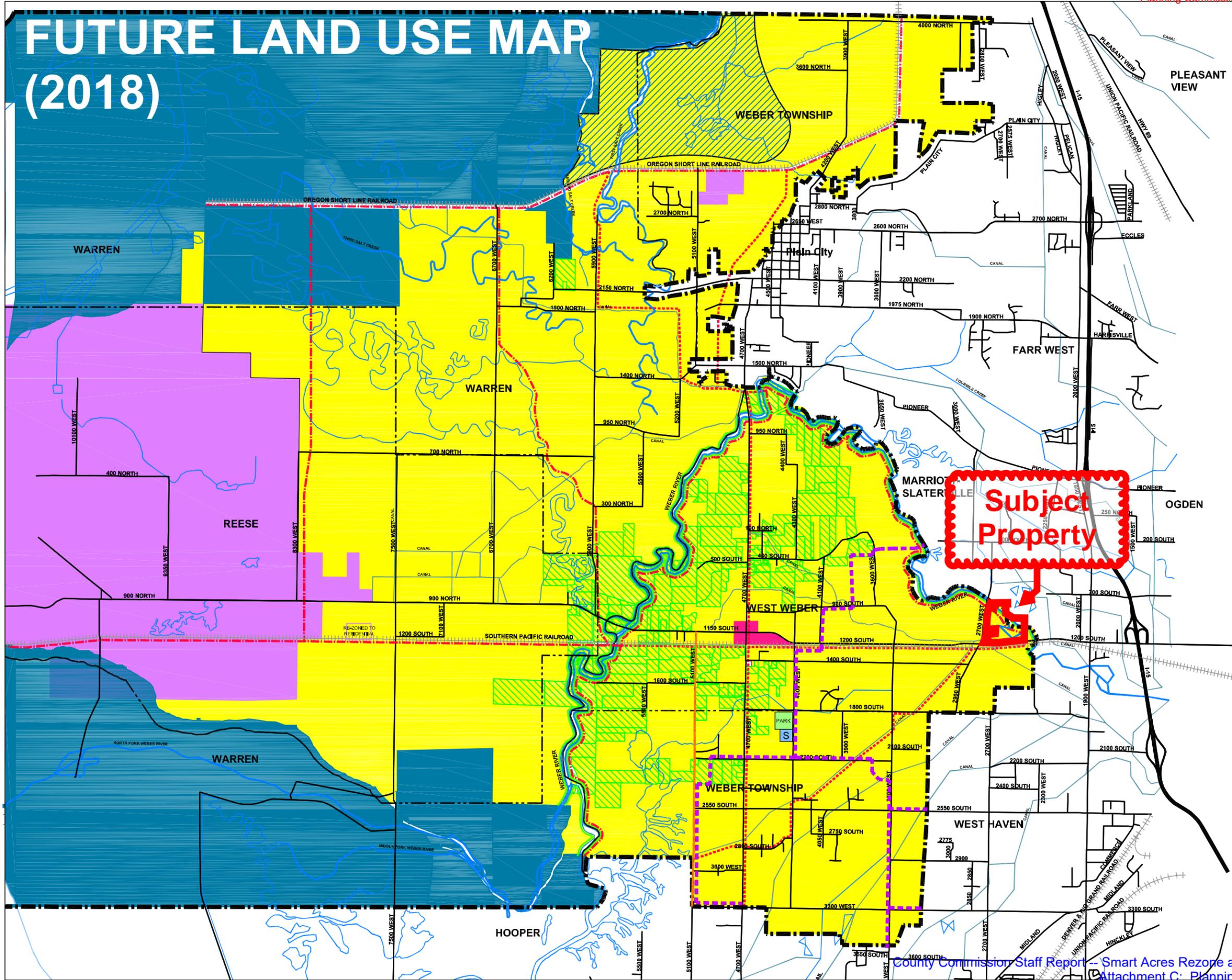
FUTURE LAND USE MAP (2018)

WEST CENTRAL WEBER COUNTY GENERAL PLAN

PROPOSED LAND USE MAP 2-4

LEGEND

-  **INDUSTRIAL PARK**
 - Rezone approximately 20-acre parcel to match adjacent zoning.
 - Eliminate residential as a conditional use in industrial zones.
-  **RESIDENTIAL/AGRICULTURAL**
 - As zoned - one-acre and five-acre lots.
 - Cluster style development pattern required, minimum 30 percent open space.
-  **EXISTING STATE / FEDERAL LAND WATERFOWL MANAGEMENT AREA**
-  **COMMUNITY VILLAGE CENTER**
 - Commercial node of 45 acres of supportable neighborhood services.
 - First response emergency services.
-  **EXISTING AGRICULTURE PROTECTION AREAS**
 - Unchanged
-  **EXISTING SEWER**
-  **PROPOSED 100' WIDE SETBACK ALONG RIVER**
-  **SCHOOLS AND PARKS**
 - New High School as planned by Weber School District.
 - Adjacent 20-acre park.
-  **TRAILS**
 - Pedestrian and bicycle trails along railroad tracks, selected canals, major roadways, and Weber River.
 - Equestrian trails.
-  **TOWNSHIP BOUNDARY**



0' 2500'
1" = 5000'

PROPOSED "FUTURE LAND USE MAP" (2018)

WEST CEI **Exhibit C** WEBER COUNTY GENERAL PLAN

PROPOSED LAND USE MAP 2-4

LEGEND

- 
INDUSTRIAL PARK
 - Rezone approximately 20-acre parcel to match adjacent zoning.
 - Eliminate residential as a conditional use in industrial zones.

- 
RESIDENTIAL/AGRICULTURAL
 - As zoned - one-acre and five-acre lots.
 - Cluster style development pattern required, minimum 30 percent open space.

- 
EXISTING STATE / FEDERAL LAND WATERFOWL MANAGEMENT AREA

- 
COMMERCIAL VILLAGE CENTER
 - Neighborhood - oriented commercial at 1150 South and 4700 West
 - Master planned development at 2700/2800 West and 1200 South

- 
EXISTING AGRICULTURE PROTECTION AREAS
 - Unchanged

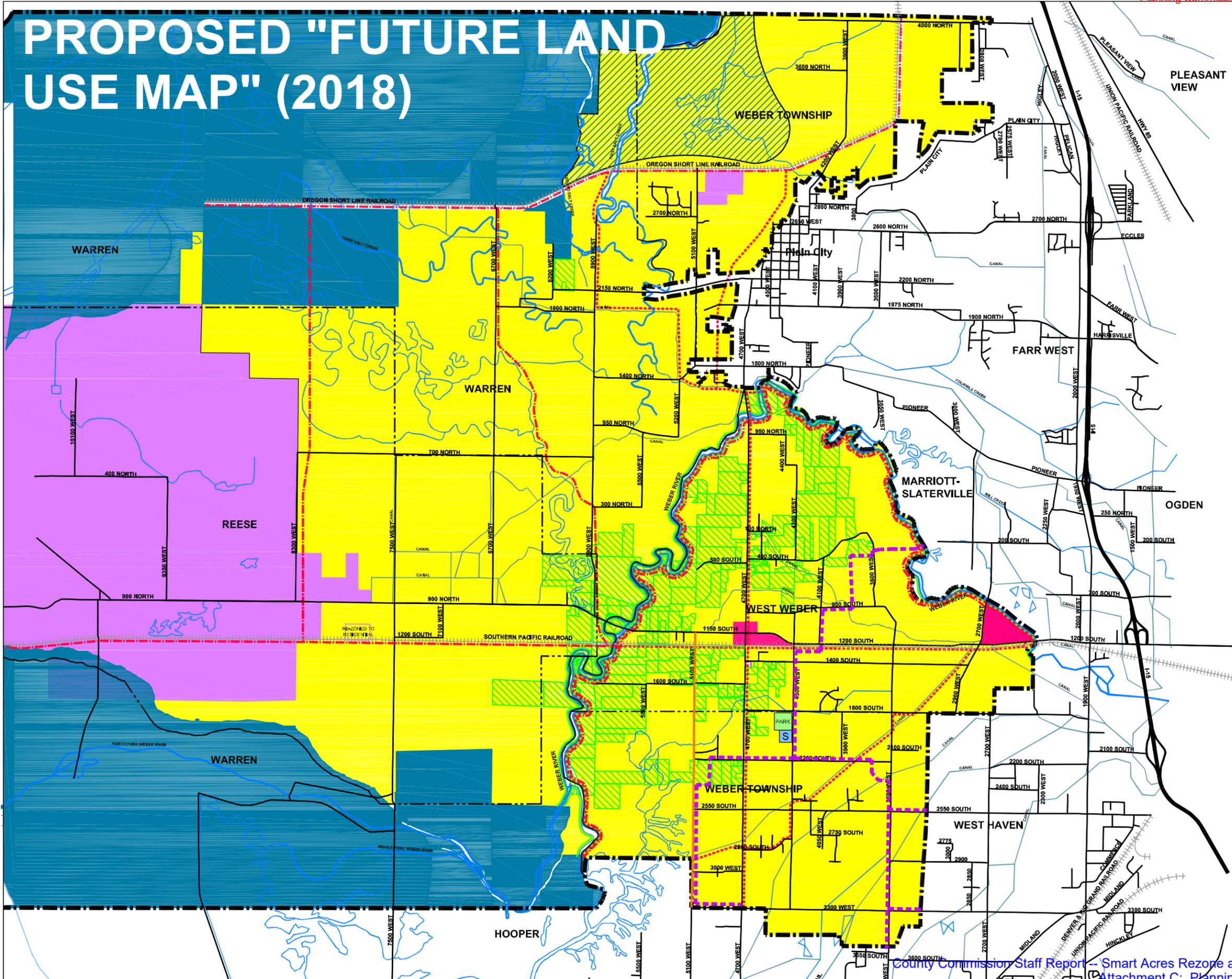
- 
EXISTING SEWER

- 
PROPOSED 100' WIDE SETBACK ALONG RIVER

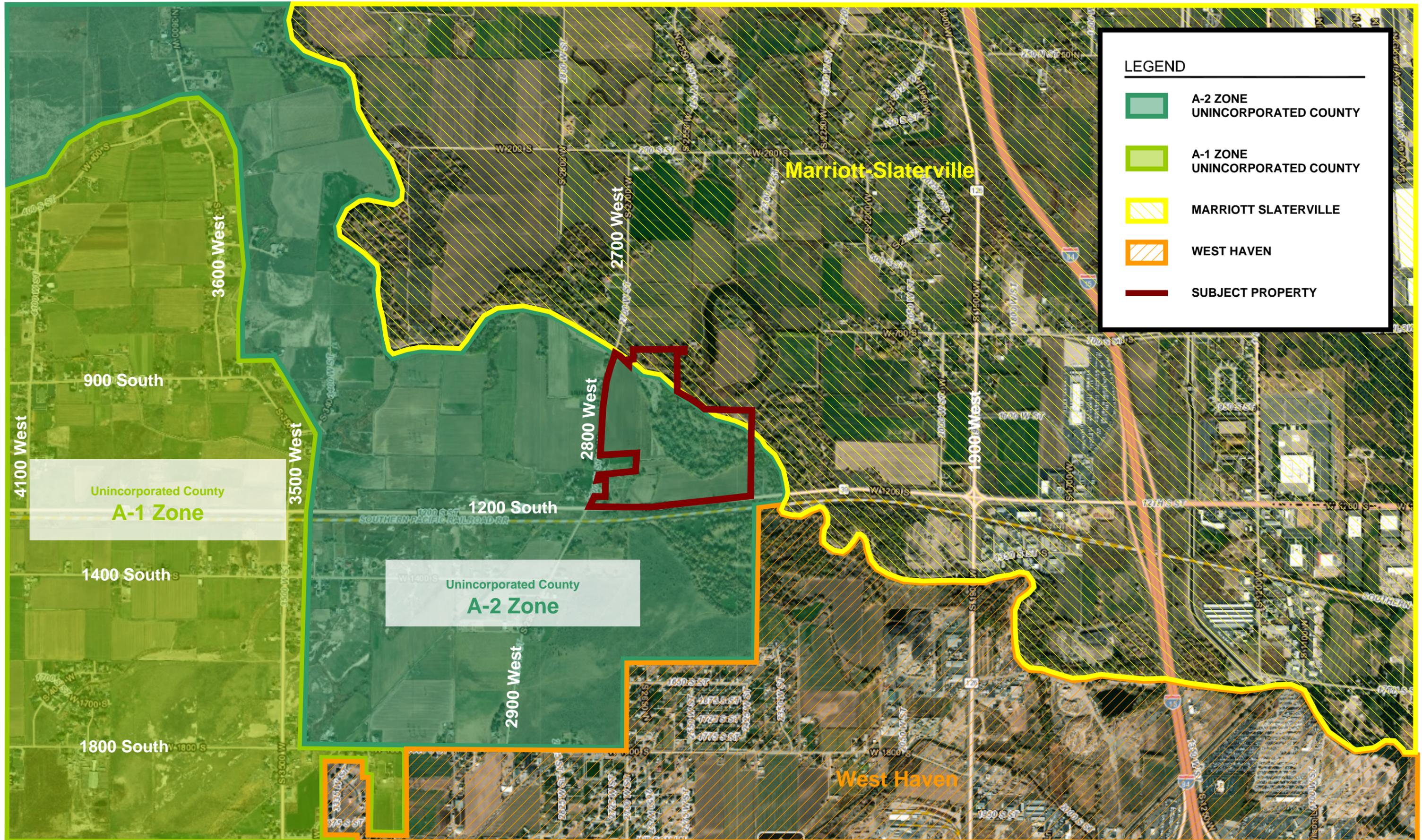
- 
SCHOOLS AND PARKS
 - New High School as planned by Weber School District.
 - Adjacent 20-acre park.

- 
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 - Pedestrian and bicycle trails along railroad tracks, selected canals, major roadways, and Weber River.
 - Equestrian trails.

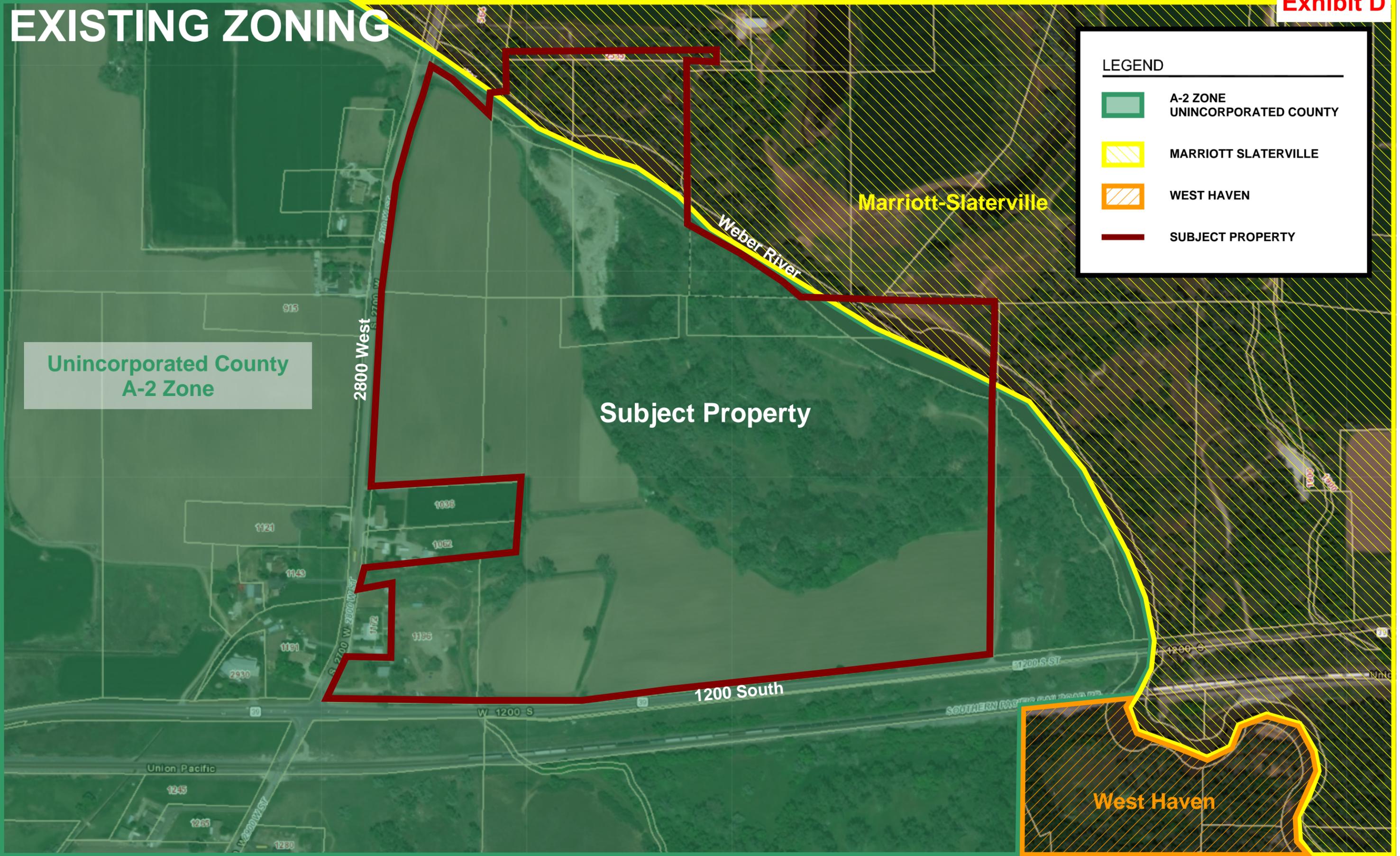
- 
TOWNSHIP BOUNDARY



0' 2500'
1" = 5000'



EXISTING ZONING



LEGEND

- A-2 ZONE
- UNINCORPORATED COUNTY
- MARRIOTT SLATERVILLE
- WEST HAVEN
- SUBJECT PROPERTY

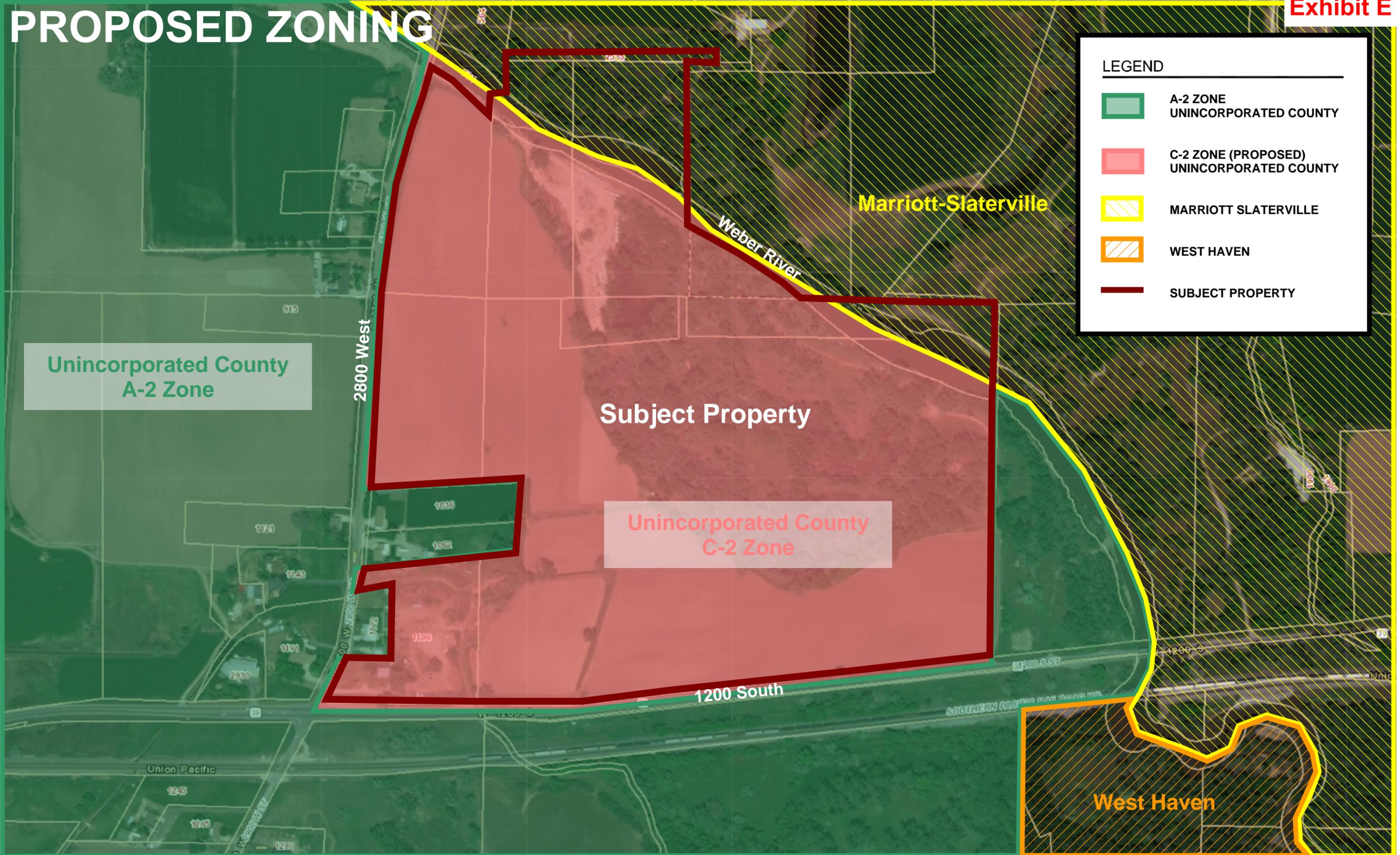
Unincorporated County
A-2 Zone

Marriott-Slaterville

Subject Property

West Haven

PROPOSED ZONING



LEGEND

- A-2 ZONE
UNINCORPORATED COUNTY
- C-2 ZONE (PROPOSED)
UNINCORPORATED COUNTY
- MARRIOTT SLATERVILLE
- WEST HAVEN
- SUBJECT PROPERTY

Unincorporated County
A-2 Zone

Subject Property

Unincorporated County
C-2 Zone

Marriott-Slaterville

West Haven

2800 West

1200 South

Weber River

Union Pacific

SOUTHERN PACIFIC

Chapter 104-2 Agricultural Zones

[Sec 104-2-1 Purpose And Intent](#)

[Sec 104-2-2 Preferred Use](#)

[Sec 104-2-3 Land Use Table](#)

[Sec 104-2-5 Site Development Standards](#)

[Sec 104-2-4 Special Regulations](#)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Sec 104-2-1 Purpose And Intent

- (a) The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:
- (1) Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;
 - (2) Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and
 - (3) Direct orderly low-density residential development in a continuing rural environment.
- (b) The A-2 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the A-2 Zone is to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.
- (c) The purpose of the A-3 Zone is to designate farming areas where high-intensity agricultural pursuits can be permanently maintained.

HISTORY

Adopted by Ord. [2021-6](#) on 3/23/2021

Sec 104-2-2 Preferred Use

Agriculture is the preferred use in all agricultural zones. All agricultural operations shall be permitted at any time, including the operation of farm machinery, and no agricultural use shall be subject to restriction because it interferes with other uses permitted in the zone.

HISTORY

Adopted by Ord. [2021-6](#) on 3/23/2021

Sec 104-2-3 Land Use Table

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

- (a) **Accessory uses.** An accessory use is prohibited unless located on the same lot or parcel as the main use to which it is accessory.

	AV-3	A-1	A-2	A-3	Special Provisions
Accessory building , accessory and incidental to the use of a main building.	P	P	P	P	
Accessory dwelling unit.	P	P	P	P	See Chapter 108-19.
Accessory use , accessory and incidental to the main use.	P	P	P	P	
Custom exempt meat cutting , accessory to a residential use.	C	N	N	N	See Section 104-2-4. 5-acre use.
Family food production , accessory to a residential use.	P	P	P	P	See Section 104-2-4.
Home occupation , accessory to a residential use.	P	P	P	P	See Chapter 108-13.
Household pets , accessory to a residential use.	P	P	P	P	
Main building , designed or used to accommodate the main use.	P	P	P	P	
Parking lot , accessory to a main use allowed in the zone.	P	P	P	P	
Parking of large vehicle , accessory to residential use.	C	C	C	C	See Section 104-2-4. 5-acre use.
Parking of construction vehicle.	C	C	C	C	See Section 104-2-4. 5-acre use.
Sugar beet loading or collection station.	C	N	P	P	
Sugar beet dump site.	N	N	P	P	
Temporary building or use , accessory and incidental to onsite construction work.	P	P	P	P	

(b) *Agricultural uses, non-animal.*

	AV-3	A-1	A-2	A-3	Special Provisions
Agriculture.	P	P	P	P	
Agricultural experiment station.	P	P	P	P	
Aquaculture.	P	P	P	P	
Fruit or vegetable stand , for produce grown on the premises only.	P	P	P	P	
Fruit and vegetable storage and packing plant , for produce grown on premises.	P	P	N	N	5-acre use.
Grain storage elevator.	N	N	N	P	5-acre use.
Greenhouse and nursery. Sales are limited to plants produced on the premises.	P	P	P	P	
Laboratory facility , for agricultural products and County Commission	C	C	C	C	

Manure spreading, drying and sales.

N N N C

- (c) **Animal-related noncommercial uses.** The following are animal-related uses that do not and shall not typically generate customer-oriented traffic to the lot or parcel.

	AV-3	A-1	A-2	A-3	Special Provisions
Apiary.	P	P	P	P	
Aviary.	P	P	P	P	
Chinchilla raising.	P	P	P	P	
Corral, stable or building for keeping animals or fowl.	P	P	P	P	See Section 104-2-4.
Dairy farm , including milk processing and sale, when at least 50 percent of milk is produced on the farm.	P	P	P	P	5-acre use.
Dairy or creamery.	N	N	N	P	5-acre use.
Dog breeding, dog kennels, or dog training school.	C	C	C	N	See Section 104-2-4. 2-acre use.
Farm for the hatching or raising of chickens, turkeys, or other fowl, rabbits, fish, frogs or beaver.	P	P	P	P	5-acre use.
Farm for the raising and grazing of horses, cattle, sheep or goats.	P	P	P	P	See Section 104-2-4. 5-acre use.
Fur farm.	N	N	N	P	5-acre use.
Hog farm, small.	P	P	P	P	See Section 104-2-4. 5-acre use.
Hog farm, large.	N	N	N	C	See Section 104-2-4. 5-acre use.
Livestock feed or sales yard.	N	N	N	C	
Stable, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses.	P	P	P	P	
Slaughterhouse.	N	N	N	C	
Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs , when the animals or fowl were raised on the lot or parcel.	C	C	C	C	5-acre use.
Slaughtering of rabbits or beavers raised on the lot or parcel. This use is limited to a maximum of 500 rabbits at any one time.	C	C	C	C	

- (d) **Commercial uses.** The following are uses that typically generate customer-oriented traffic to the lot or parcel.

	AV-3	A-1	A-2	A-3	Special Provisions
Agri-tourism.	C	C	C	C	See Chapter 108-21 .
Airport.	N	N	C	C	
Animal hospital or clinic.	C	C	C	N	
Campground and picnic area.	N	N	C	C	See Chapter 108-20 .
Cannabis production establishment, as defined by state code.	N	N	P	C	See Section 108-7-34 .
Child day care.	C	C	C	C	
Circus or transient amusement.	C	C	C	C	
Equestrian training and stable facilities. No more than ten horses per acre of land used for horses.	C	C	C	P	5-acre use.
Golf course, except miniature golf course.	P	P	P	P	
Golf driving range.	N	N	N	P	5-acre use.
Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod.	C	C	C	P	
Gun club.	N	N	C	C	5-acre use.
Horse racing and training track, cutter racing track, including indoor concessions as an accessory use.	N	N	C	C	
Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc.	N	N	C	C	
Stables.	N	N	N	P	5-acre use.
Skeet shooting range.	N	N	C	C	5-acre use.
Turf horse jumping course.	N	N	N	C	

(e) *Institutional uses.*

	AV-3	A-1	A-2	A-3	Special Provisions
Dog pound.	N	N	N	P	5-acre use.
Cemetery.	P	P	P	P	
Convalescent or rest home.	P	P	P	P	
Correctional institution.	N	N	C	C	
Church, synagogue or similar building used for regular religious worship.	P	P	P	P	
Educational/institutional	C	C	C	C	

sign.					
Hospital.	N	N	N	P	5-acre use.
Public building.	P	P	P	P	
Public park, recreation grounds and associated buildings.	P	P	P	P	
Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools.	P	P	P	P	
Public storage facilities developed by a public agency.	C	C	C	C	See Chapter 108-10 .
Sanitarium.	N	N	C	P	
School bus-parking, provided the vehicle is parked at least 30 feet from a public street.	C	C	C	C	

(f) **Residential uses.**

	AV-3	A-1	A-2	A-3	Special Provisions
Residential facility for elderly persons.	P	P	P	P	See Section 108-7-15 .
Residential facility for handicapped persons.	P	P	P	P	See Section 108-7-13 .
Residential facility for troubled youth.	C	C	C	C	See Section 108-7-14 .
Single-family dwelling.	P	P	P	P	
Two-family dwelling.	N	P	N	N	2-acre use.

(g) **Recreational noncommercial uses.** The following are recreational uses that are typically owned or operated by a nonprofit or governmental entity.

	AV-3	A-1	A-2	A-3	Special Provisions
Campground and picnic area.	N	N	C	C	See Chapter 108-20 .
Equestrian training and stable facilities, noncommercial. No more than five horses per acre.	C	C	N	N	5-acre use.
Private park, playground or recreation area. No privately owned commercial amusement business.	P	P	P	P	

(h) **Utility uses.**

	AV-3	A-1	A-2	A-3	Special Provisions
Public utility substations.	C	C	C	C	
Radio or television station or tower.	C	C	C	C	
Wastewater treatment or disposal.	C	C	C	C	

facilities.					
Small wind energy system.	C	C	C	C	

(i) **Other uses.**

	AV-3	A-1	A-2	A-3	Special Regulations
Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance.	N	N	C	C	

(j) **Development types.**

	AV-3	A-1	A-2	A-3	Special Regulations
Cluster subdivision.	P	P	P	P	See Chapter 108-3.

HISTORY

Adopted by Ord. [2021-6](#) on 3/23/2021

Sec 104-2-5 Site Development Standards

The following site development standards apply to a lot or parcel in the agricultural zones, unless specified otherwise in this Land Use Code.

(a) Lot area:

	AV-3	A-1	A-2	A-3
Minimum for single-family dwelling:	3 acres	40,000 square feet	40,000 square feet	2 acres
Minimum for other use:			2 acres	
Minimum for 2-acre use [see Section 104-2-4] :		2 acres		
Minimum for 5-acre use [see Section 104-2-4] :	5 acres	5 acres	5 acres	5 acres

(b) Lot width:

	AV-3	A-1	A-2	A-3
Minimum lot width:	150 feet	150 feet	150 feet	150 feet
Minimum for 2 and 5-acre use [see Section 104-2-4] :	300 feet	300 feet	300 feet	300 feet

(c) Yard setback:

(1) Front yard setback:

	AV-3	A-1	A-2	A-3
Minimum front yard setback:	30 feet	30 feet	30 feet	30 feet

(2) Side yard setback:

	AV-3	A-1	A-2	A-3
Minimum for dwelling:	10 feet with total width of 2 side yards not less than 24 feet			
Minimum for other main building:	20 feet			
Minimum for side facing street on corner lot:	20 feet			
Minimum for accessory building:	10 feet except 1 foot if located at least 6 feet in rear of main building			
Minimum for accessory buildings over 1,000 sq. ft. for storage of personal equipment and materials: See Section 108-7-16 .				

(3) Rear yard setback:

	AV-3	A-1	A-2	A-3
Main building:	30 feet			
Accessory building:	1 foot except 10 feet where accessory building on a corner lot rears on side yard of an adjacent lot			

(d) Building height:

	AV-3	A-1	A-2	A-3
Minimum main building height:	1 story			
Maximum main building height:	35 feet			
Maximum accessory building height:	25 feet unless meeting requirements of Section 108-7-16 , Large accessory buildings			

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Sec 104-2-4 Special Regulations

The uses listed below correspond with certain uses listed in the [Land Use Table in Section 104-2-3](#). Due to the nature of the use, each shall be further regulated as follows:

- (a) **Corral, stable or building for keeping animals or fowl.** This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.
- (b) **Custom exempt meat cutting.** This use shall be limited to animals that are part of one or more livestock operation(s) in Weber County. This use shall only occur if it is accessory to a dwelling onsite, completely enclosed within a building with no outdoor storage, and located on and with access directly from a collector or arterial street.
- (c) **Dog breeding, dog kennels, or dog training school.** This use shall not exceed ten dogs of more than ten weeks old, per acre, at any time. Any building or enclosure for animals shall be

County Commission Staff Report -- Smart Acres Rezone and Development Agreement Page 56 of 76
Attachment C: Planning Commission Staff Report Page 21 of 41

located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

(d) **Family food production.**

- (1) As used in this subsection, a Group A animal is either one pig, one sheep, one cow, or one goat, and Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
- (2) No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
- (3) No more than six combined Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined Group A and sets of Group B animals or fowl may be kept per each additional acre greater than two.

(e) **Hog farm.**

- (1) **Hog farm, small.** This use is limited to not more than ten hogs, more than 16 weeks old. It is prohibited to feed hogs any market refuse, house refuse, garbage, or offal that was not produced on the premises.
- (2) **Hog farm, large.** It is prohibited to feed hogs any market refuse, house refuse, garbage, or offal that was not produced on the premises. All pens and housing for hogs shall be concrete and maintained in a sanitary manner. Drainage structures and disposal of animal waste shall be provided and properly maintained as required by the local health department.

(f) **Raising and grazing of horses, cattle, sheep or goats.** This use shall not include the supplementary or full feeding of the animals in conjunction with any livestock feed yard, livestock sales, or slaughterhouse except when in compliance with the following:

- (1) It shall not exceed a density of 25 head per acre of used land in the AV-3 and A-1 zones, and 40 head per acre of used land in the A-2 and A-3 zones;
- (2) It may only be carried on during the period of September 15 through April 15;
- (3) It shall not closer than 300 feet to any dwelling, public or semi-public building on an adjoining parcel of land; and
- (4) It shall not include the erection of any permanent fences, corrals, chutes, structures or other buildings normally associated with a feeding operation.

(g) **Parking of construction vehicle.** The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator's employee. This use shall:

- (1) Be accessory to an actively-operating agricultural use on the lot or parcel;
- (2) Be restricted to vehicles and related equipment that are used for the actively-operating agricultural use;
- (3) Include no more than one three-axle truck, and no pups.

(h) **Parking of large vehicle.** This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, which shall be parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

(i) **Temporary building or use.** The building or use shall be removed upon completion or

abandonment of the construction work.

HISTORY

Adopted by Ord. [2021-6](#) on 3/23/2021

Chapter 104-20 Commercial Zones C-1, Cv-1, C-2, Cv-2, And C-3

[Sec 104-20-1 Purpose And Intent](#)

[Sec 104-20-2 \(Reserved\)](#)

[Sec 104-20-3 Land Use Table](#)

[Sec 104-20-4 Special Regulations](#)

[Sec 104-20-5 Site Development Standards](#)

[Sec 104-20-6 Sign Regulations](#)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

Sec 104-20-1 Purpose And Intent

- (a) The purpose of the commercial zones is to provide suitable areas for the location of the various types of commercial activity needed to serve the people and commerce of unincorporated Weber County. It is also to separate into three zones uses, based upon type of activity which are compatible and complementary, as well as intensity of land utilization and accessory use needs.
- (b) The C-1 Zone (Western Weber Planning Area Neighborhood Commercial Zone) and the CV-1 Zone (Ogden Valley Planning Area Neighborhood Commercial Zone) is established for the purpose of providing shopping facilities and services within neighborhoods that are more likely to be primarily patronized by those in the surrounding neighborhood. Commercial uses that are primarily patronized by those outside the surrounding neighborhood are less suitable for this zone.
- (c) The C-2 Zone (Western Weber Planning Area Community Commercial Zone) and the CV-2 Zone (Ogden Valley Planning Area Community Commercial Zone) is established for the purpose of providing a broad range of commercial services and goods to serve a larger community area. These areas are intended to be clustered around traditional town or village centers and not strung out along the highways.
- (d) The C-3 Zone (Regional Commercial Zone) is established for the purpose of providing commercial goods and services that are more likely to be patronized by those in the surrounding region.

(Ord. of 1956, § 18-1)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

Sec 104-20-2 (Reserved)

Sec 104-20-3 Land Use Table

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in title 108, chapter 4 of this Land Use Code. Uses designated "N" will not be allowed in that zone.

	C-1	CV-1	C-2	CV-2	C-3
Academies/studios for dance, art, sports, etc.	C	C	P	P	P
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the	P	P	P	P	P

premises are devoted; and accessory uses customarily incidental to a main use					
Air conditioning, sales and service	N	N	N	C	P
Ambulance base stations	N	N	C	C	P
Amusement enterprises	N	N	N	N	C
Animal hospital, small animals only and provided it is conducted within completely enclosed building	N	N	N	C	C
Antique, import or souvenir shop	N	N	P	P	P
Archery shop and range, provided it is conducted within completely enclosed building	N	N	P	P	P
Art and artists supply store	N	P	P	P	P
Athletic, recreational equipment, and sporting goods sales or rentals, excluding sale or repair of motor vehicles, motor boats or motors	N	N	P	P	P
Athletic and sporting goods store including sale or repair of motor vehicles, motor boats or motors	N	N	N	N	P
Auction establishment	N	N	N	C	C
Automobile repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided it is conducted within completely enclosed building	N	N	N	C	P
Automobile, new or used sales and service	N	N	N	C	P
Awning sales and service	N	N	P	C	P
Baby formula service	P	N	P	N	P
Bakery, limited to goods retailed on premises	P	C	P	P	P
Bakery goods manufacturing	N	N	N	N	P
Bank or financial institution, not including payday loan services	P	P	P	P	P
Barbershop	P	P	P	P	P
Bath and massage establishment	N	N	P	N	P
Beauty culture school	N	N	N	N	P
Beauty parlor for cats and dogs	N	N	P	P	P
Beauty shop	P	P	P	P	P
Bed and breakfast dwelling	P	P	P	P	P
Bed and breakfast inn	N	N	P	P	P
Bed and breakfast hotel	N	N	C	C	P
Beer parlor, sale of draft beer	N	N	N	C	C
Bicycle sales and service	P	P	P	P	P
Billiard parlor	N	N	N	C	P
Boat sales and service, including water craft rentals as an accessory to boat sales and service	N	N	C	C	P
Bookbinding	N	N	N	N	P
Bookstore, retail	P	P	P	P	P
Bottling and distribution plant	N	N	N	N	P

Bowling alley	N	N	C	C	P
Boxing arena	N	N	N	N	P
Brewery, micro; in conjunction with a restaurant	N	N	P	P	P
Building materials sales or yard	N	N	N	N	P
Bus terminal	N	N	P	P	P
Butcher shop, excluding slaughtering	C	C	P	P	P
Cabaret	N	N	N	N	C
Cafe or cafeteria	P	P	P	P	P
Camera store	P	P	P	P	P
Candy manufacture	N	N	N	N	P
Candy store, confectionery	P	P	P	P	P
Carbonated water sales	N	N	P	P	P
Carpenter and cabinet shop	N	N	N	N	P
Carpet and rug cleaning	N	N	N	N	P
Carpet, rug and linoleum service	N	N	P	N	P
Car rental agency	N	N	P	P	P
Car wash, automatic	N	N	C	C	P
Car wash, manual spray	C	C	P	P	P
Cash register sales and service	N	N	P	N	P
Catering establishment	N	C	P	P	P
China, crystal and silver shop	C	C	P	P	P
Christmas tree sales	P	N	P	N	P
Church	P	P	P	P	P
Circus, carnival or other transient amusement	N	N	N	N	C
Cleaning and dyeing establishment	N	N	P	N	P
Clinics, medical or dental	P	P	P	P	P
Clothing and accessory store	N	N	P	P	P
Coal and fuel sales office	N	N	N	N	P
Communication equipment building	N	N	P	P	P
Contractor shop, provided work is conducted within a completely enclosed building	N	N	N	N	P
Convenience store	C	C	P	P	P
Costume rental	N	N	P	P	P
Dairy products store	P	P	P	P	P
Dance hall	N	N	N	N	C
Data processing service and supplies	N	N	P	P	P
Day care center	C	C	P	P	N
Delicatessen	P	P	P	P	P
Department store	N	N	P	P	P

Detective agency	P	N	P	N	P
Diaper service, including cleaning	N	N	P	P	P
Drapery and curtain store	N	N	P	P	P
Drive it yourself agency or business	N	N	P	N	P
Drug store	P	P	P	P	P
Dry cleaning	N	N	P	P	P
Dwelling unit in compliance with Section 104-20-4	N	N	N	P	N
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that 3,000 sq. ft. of green area is provided for the family	C	P	C	P	N
Educational institution	N	N	P	P	P
Educational/institutional identification sign	C	C	C	C	C
Egg and poultry store, providing no live bird slaughtering or eviscerating permitted	P	P	P	P	P
Electrical and heating appliances and fixtures sales and service	N	N	P	P	P
Electronic equipment sales and service	N	N	P	P	P
Employment agency	N	N	P	P	P
Express and transfer service	N	N	N	N	C
Fabric and textile store	P	C	P	P	P
Farm implement sales	N	N	N	C	P
Film exchange establishment	P	N	P	N	P
Fitness, athletic, health, or recreation center, or gymnasium	N	N	P	P	P
Flooring sales and service, carpet, rug, and linoleum	N	N	P	P	P
Florist shop	P	C	P	P	P
Frozen food lockers, incidental to a grocery store or food business	P	P	P	P	P
Fruit or vegetable store or stand	P	P	P	P	P
Furniture sales and repair	N	N	P	P	P
Fur apparel sales, storage or repair	N	N	P	P	P
Garden supplies and plant materials sales	P	C	P	P	P
Gift store	P	P	P	P	P
Glass sales and service	N	N	P	P	P
Government office buildings	C	N	P	P	P
Greenhouse and nursery	N	N	P	P	P
Grocery store	P	C	P	P	P
Gunsmith	N	P	P	P	P
Gymnasium	N	N	P	P	P
Hardware store	N	N	P	P	P
Health food store	P	P	P	P	P
Heliport	N	N	C	N	C

Hobby and crafts store	P	P	P	P	P
Hospital supplies	N	N	P	N	P
Hotel	N	N	C	C	P
House cleaning and repair	N	N	P	P	P
House equipment display	N	N	P	N	P
Household appliance sales and incidental service	N	N	C	C	P
Household pets, dwelling units only	P	P	P	P	P
Ice cream manufacture	N	N	N	N	P
Ice cream parlor	P	P	P	P	P
Ice manufacture and storage	N	N	N	N	P
Ice store or vending station	P	P	P	P	P
Insulation sales	N	N	P	P	P
Insurance agency	N	N	P	P	P
Interior decorator and designing establishment	N	P	P	P	P
Janitor service and supply	N	N	P	N	P
Jewelry store sales and service	P	P	P	P	P
Knitting mills	N	N	N	N	C
Laboratory, dental or medical	N	N	P	P	P
Laundromat	P	P	P	P	P
Lawn mower sales and service	N	N	P	P	P
Leather goods, sales and service	N	N	P	P	P
Legal office	N	N	P	P	P
Library	P	P	P	P	P
Linen store	N	N	P	P	P
Linen supply service	N	N	N	N	P
Liquor store	N	N	C	C	C
Locksmith	P	P	P	P	P
Lodge or social hall	N	N	P	P	P
Lodging house	N	N	C	C	P
Lounge	N	N	N	N	C
Luggage store	N	N	P	N	P
Lumber yard	N	N	N	N	C
Machine shop operations incidental to any use permitted in C-3 district	N	N	N	N	P
Manufacture of goods retailed on premises	N	N	C	N	C
Meat custom cutting and wrapping, excluding slaughtering	N	N	C	C	C
Meat, fish and seafood store	P	P	P	P	P
Medical office	P	P	P	P	P
Medical supplies	N	N	P	P	P
Millinery	N	N	P	N	P

Miniature golf	N	N	N	C	C
Mobile home sales	N	N	C	N	P
Mobile home service	N	N	N	N	P
Monument works and sales	N	N	P	P	P
Mortuary	N	N	C	C	P
Motel	N	N	C	C	P
Motorboat sales and service	N	N	C	N	P
Motorcycle and motor scooters sales and service	N	N	C	C	P
Museum	C	C	P	P	P
Music store	N	C	P	P	P
Needlework, embroidery or knitting store	P	N	P	N	P
Newsstand	P	P	P	P	P
Nightclub or social club	N	N	N	N	C
Notion store	P	N	P	N	P
Novelty store	N	N	P	N	P
Nursery school	C	N	P	N	P
Office in which goods or merchandise are not commercially created, exchanged or sold	N	N	P	N	P
Office supply	N	N	P	P	P
Office machines sales and service	N	N	P	N	P
Oil burner shop	N	N	N	N	C
Optometrist, optician or oculist	P	P	P	P	P
Ornamental iron sales or repair	N	N	C	C	P
Outdoor storage, except where expressly permitted otherwise in the zone	N	N	N	N	N
Paint or wallpaper store	N	N	P	P	P
Paperhanger shop	N	N	P	N	P
Park and playground	P	P	P	P	P
Parking lot or parking structure for passenger vehicles as a main use	C	N	C	C	C
Pawnshop	N	N	N	N	P
Penny arcade	N	N	N	N	C
Pest control and extermination	N	N	P	P	P
Pet and pet supply store	N	N	P	P	P
Pharmacy	P	P	P	P	P
Photographic supplies	P	P	P	P	P
Photo studio	P	P	P	P	P
Physician or surgeon	P	P	P	P	P
Pie manufacture	N	N	P	P	P
Plumbing shop	N	N	C	P	P
Pony ring, without stables	N	N	N	N	C

Pool hall	N	N	N	N	P
Popcorn or nut shop	P	P	P	P	P
Post office	C	C	P	P	P
Pottery, sales and manufacture of crafts and tile	N	N	P	P	P
Printing or copying sales and services	N	N	C	P	P
Private liquor club	N	N	N	C	C
Professional office	N	N	P	P	P
Public utilities substation	C	C	C	C	C
Public building	P	P	P	P	P
Radio and television sales and service	C	C	P	P	P
Radio or television broadcasting station	N	N	P	P	P
Real estate agency	N	C	P	P	P
Reception center or wedding chapel	N	N	C	C	P
Recreation center	N	N	C	N	P
Recreational vehicle and boat storage, indoor only	C	N	C	C	P
Rental agency for home and garden equipment	N	N	P	P	P
Restaurant	P	C	P	P	P
Restaurant, drive-in	N	N	P	C	P
Restaurant, drive-through	N	N	C	C	P
Roller skating rink	N	N	C	N	P
Roofing sales or shop	N	N	P	N	P
Secondhand store	N	N	P	P	P
Seed and feed store, retail	N	N	P	P	P
Self-storage: indoor units for personal and household items, in compliance with the requirements of Section 104-20-4.	N	N	C	C	C
Service station, automobile excluding painting, body and fender and upholstery work	P	P	P	P	P
Service station, automobile, with one-bay car wash as accessory use	P	C	P	P	P
Sewing machine sale and service	N	N	P	P	P
Sheet metal shop and retinning, provided all operations are conducted within completely enclosed bldg.	N	N	N	N	C
Shoe repair or shoe shine shop	P	P	P	P	P
Shoe store	N	N	P	P	P
Shooting gallery	N	N	N	N	P
Sign manufacture or sign painting	N	*	N	*	P
Sign, animated; only the time and temperature may be animated in the C-1 zone	P	*	P	*	P
Sign, business	P	*	P	*	P
Sign, flat	P	*	P	*	P
Sign, construction project	P	*	P	*	P

Sign, directional	P	*	P	*	P
Sign, freestanding	P	*	P	*	P
Sign, identification and information	P	*	P	*	P
Sign, marquee	P	*	P	*	P
Sign, nameplate	P	*	P	*	P
Sign, off premises	N	*	P	*	P
Sign, projecting	P	*	P	*	P
Sign, roof	N	*	P	*	P
Sign, temporary	P	*	P	*	P
Sign, wall	P	*	P	*	P
Snow plow and removal service	N	N	C	C	P
Snowmobile and ATV sales and repair	N	N	C	C	C
Soil and lawn service	N	N	P	P	P
Spa	N	N	P	P	P
Supermarket	P	N	P	N	P
Tailor shop	P	P	P	P	P
Tavern, beer pub	N	N	N	C	C
Taxicab stand	P	N	P	N	P
Taxidermist	N	N	P	P	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P	P	P	P	P
Theater, indoor	N	N	P	P	P
Theater, outdoor	N	N	N	N	C
Tire recapping or retreading sales and service	N	N	N	N	C
Tobacco shop	P	N	P	P	P
Tool design (precision) repair and manufacture	N	N	N	N	C
Toy store, retail	P	N	P	P	P
Trade or industrial school	N	N	C	C	P
Trailer sales and service	N	N	N	N	P
Travel agency	P	C	P	P	P
Truck terminal	N	N	N	N	P
Upholstery shop	C	C	P	P	P
Used car lot	N	N	N	N	C
Variety store	P	N	P	N	P
Vendor, short term, in compliance with the requirements of Section 108-13-3	P	P	P	P	P
Ventilating equipment sales and service	N	N	C	C	P
Video sales and rental	P	P	P	P	P
Warehouse	N	N	N	N	P

Weather stripping shop	N	N	P	N	P
Welding shop	N	N	N	N	C
Wholesale business	N	N	N	N	P
Window washing establishment	N	N	P	P	P

* See Section 110-2 for sign types allowed in the CV-1 and CV-2 zones.

(Ord. of 1956, § 18-5; Ord. No. 10-83; Ord. No. 2-85; Ord. No. 16-89; Ord. No. 95-19; Ord. No. 96-42; Ord. No. 97-20; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

Sec 104-20-4 Special Regulations

- (a) **Manufacturing uses.** All manufacturing uses shall be done within a completely enclosed building in an effort to mitigate objectionable nuisances such as odor, dust, smoke, noise, heat, or vibration.
- (b) **Car wash.** A car wash shall be permitted subject to the following restrictions:
- (1) In the CV-1 zone, operation hours are limited to 6:00 a.m. to 10:00 p.m.
 - (2) In the CV-1 zone, there shall not be more than four washing bays for a manual spray car wash.
 - (3) Car wash facilities shall be set back from the street right-of-way at least 60 feet. The frontage of the lot shall, for a depth of at least 30 feet, be reserved for future street-front commercial buildings and related improvements.
 - (4) The off-street vehicle spaces or queues required shall be as follows:
 - a. One bay car wash, four spaces in the approach lane;
 - b. Two bay car wash, three spaces in the approach lane for each wash bay;
 - c. Three or more bay car wash, two spaces in the approach lane for each wash bay.
- (c) **Complete street.**
- (1) A complete street, as defined in Chapter 101-2, shall be installed to span the street-frontage of the lot for the width of existing or proposed completed improvements, including parking facilities and required landscaped area. If this width is 75 percent of the lot width or greater, the complete street shall span the lot's entire street-frontage in the commercial zone.
 - a. Modification of existing site improvements that affect less than 25 percent of the lot area is exempt from complete street requirements.
 - b. For portions of a lot's frontage in the commercial zone where a complete street is not required by this Subsection (c)(1), a 10-foot wide sidewalk is required, as prescribed by the Planning Director after consultation with the County Engineer.
 - (2) A complete street design shall include a ten-foot pedestrian pathway or sidewalk, pedestrian lighting, shade trees, appropriate clear view of intersection, and shall also include safe street crossings for pedestrians in no greater than 300-foot intervals. The

complete street design, tree species and planting techniques, and pedestrian lighting are subject to approval by the Planning Director, after consultation with the County Engineer.

- (d) **Dwelling unit.** A dwelling unit is allowed, as part of a mixed use building, only if allowed in Section 104-20-5, and only when specifically assigned to the property as part of a development agreement approved prior to July 1, 2016. When fronting on a public or private street, buildings that contain dwelling units shall comply with the following:
- (1) The building shall provide street-facing commercial space, at the street level, that is accessible from the street, for the entire length of the building's street frontage;
 - (2) The building shall not be setback any greater than 20 feet at any point from the property line that runs parallel to the public or private street; and
 - (3) The building shall be subject to the requirements of chapter 108-1 and chapter 108-2.
- (e) **Perpetual building maintenance agreement.** When permitted by this chapter as a way to allow reduced side or rear setbacks, a perpetual building maintenance agreement is required between the building owner and the affected adjacent property owner, which shall allow for construction and maintenance of the side or rear of a commercial building, and shall:
- (1) be reviewed for compliance with this section by the Planning Division and County Attorney's Office;
 - (2) place responsibility on the building owner for prompt repairs and maintenance of the side or rear of the building;
 - (3) require allowances of access to the property for repairs and maintenance purposes;
 - (4) be signed by the owner of the commercial building and the adjacent property owner to be considered valid; and
be recorded on the title of both properties.
- (f) **Cross-access and cross-access easement.** Access to adjacent existing or future development without the need to access the public right-of-way is in the interest of public safety. As such, at a minimum, each developed lot or parcel shall have two points of ingress and egress, at least one of which shall be stubbed to adjacent property where practicable.
- (1) When locating a cross-access easement or designing the cross-access infrastructure, good faith efforts shall be made to coordinate the location and design with the adjoining land owner.
 - (2) The Planning Director may require the cross-access to be located in a manner that optimizes traffic circulation on the properties or in the area.
 - (3) Construction of the cross-access infrastructure shall be completed prior to the issuance of a certificate of occupancy for any structure on the lot or parcel, or a completion bond may substitute for completion if allowed by the County Engineer.
 - (4) When a lot or parcel is being developed that abuts an existing cross-access easement or existing cross-access infrastructure, a reciprocal cross-access easement shall be provided on the same lot line or parcel line in the same location and of equal width. The reciprocal cross-access infrastructure shall be constructed to the same standard as, or better than, the existing cross-access infrastructure on the adjacent parcel. A cross-access easement shall be recorded on the title of all affected properties, along with a perpetual operation and maintenance agreement between the property owners that specifies, at a minimum, that the infrastructure will be operated and maintained by the property owners in a manner that is safe and usable for two-way vehicle traffic.

(5) If property owners fail to operate or maintain cross-access infrastructure that was required by the County under this section, the County may pursue enforcement measures as provided in this Land Use Code.

(g) **Storage Unit.** When allowed by Section 104-20-5, and unless exempted herein, storage units are allowed if located on the same lot or parcel with street-facing commercial space. The use shall comply with the following:

- (1) Storage units shall be located behind or above building area that provides or reserves first-story street-facing commercial space. The building providing street-facing commercial space shall be designed by an architect and shall:
 - a. Provide street-facing commercial space that is at the street level and extends the entire length of the building's street-facing facade;
 - b. Be setback from the front property line, or side-facing street property line if on a corner lot, no greater than 20 feet;
 - c. Have one or more main entrance(s) accessible from the street right-of-way on the building's street-facing facade;
 - d. Have at least 50 percent fenestration for the part of a building's facade(s) that provide(s) first-story street-facing commercial space;
 - e. Have at least 30 percent fenestration for the part of a building's facade(s) that do(es) not provide first-story street-facing commercial space;
 - f. Appear from the exterior as if office or residential space is offered in the area housing the storage units; and
 - g. Comply with the architectural design theme specified in the respective general plan.
- (2) If located in a separate onsite building than the building providing first-story street-facing commercial space specified in Subsection (g)(1) herein, the separate building shall be located behind the building with first-story street-level commercial space, and shall be no wider than the building providing first-story street-level commercial space. The building shall be designed by a licensed architect to have similar architectural features as the building providing first-story street-level commercial space.
- (3) Storage unit bay doors or garage doors shall face away and not be visible from the nearest property line, and shall be completely obscured from view from any public right-of-way; except a bay or garage door may face a public right-of-way if the door is constructed of 80 percent window area and designed to appear as fenestration for first-story street-facing commercial space.
- (4) The lot's street frontage shall be developed as a complete street, as specified in Section 104-21-4(c).
- (5) Exemption: The requirements of this Subsection (g) shall be waived if:
 - a. The lot or parcel has no street frontage;
 - b. No street is planned that would give the lot or parcel frontage, as shown on any street plan or similar document adopted by the County; and
 - c. The parcel is surrounded on all sides by a zone that allows first-story street-facing commercial space, or is shown on a general plan, area plan, or other similar document adopted by the County to become surrounded on all sides by a zone

(Ord. of 1956, § 18-4)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

Sec 104-20-5 Site Development Standards

The following site development standards shall apply to the Commercial Zones:

(a) Lot area:

	C-1	CV-1	C-2	CV-2	C-3
Minimum lot area:	None	None	None	None	None

(b) Lot width:

	C-1	CV-1	C-2	CV-2	C-3
Minimum lot width:	None	None	None	None	None

(c) Yard Setbacks:

(1) Front yard setbacks:

	C-1	CV-1	C-2	CV-2	C-3
Minimum front yard setback:	None, except 50 feet from the centerline of the street, as determined by the County Surveyor, on an arterial or collector street.				

(2) Side yard setback:

	C-1	CV-1	C-2	CV-2	C-3
Minimum side yard setback:	10 feet, except none if either: the owner has obtained a perpetual building maintenance contract, as provided in Section 104-20-4(e); or the building will abut a building on the adjoining lot or parcel.				

c k :	
M i n i m u m s i d e y a r d f a c i n g s t r e e t o n c o r n e r l o t:	<p>None, except 50 feet from the centerline of the street, as determined by the County Surveyor, on an arterial or collector street. Clear view of intersecting streets shall be maintained, as provided in Section 108-7-7 or as otherwise prescribed by the County Engineer.</p>

(3) Rear yard setback:

	C-1	CV-1	C-2	CV-2	C-3
M i n i m u m	10 feet, except none if either: the owner has obtained a perpetual building maintenance contract, as provided in Section 104-21-4(e); or the building will abut a building on the adjoining lot or parcel.				

r e a r y a r d s e t b a c k :	
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(d) Building height:

	C-1	CV-1	C-2	CV-2	C-3
M i n i m u m b u i l d i n g h e i g h t :	1 story				
M a x i m u m	35 feet	35 feet	None	35 feet	None

b u i l d i n g h e i g h t :					
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(e) Lot coverage:

	C-1	CV-1	C-2	CV-2	C-3
M a x i m u m l o t c o v e r a g e b y b u i l d i n g s :		60 percent			None

(Ord. of 1956, § 18-2; Ord. No. 2-89)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

Sec 104-20-6 Sign Regulations

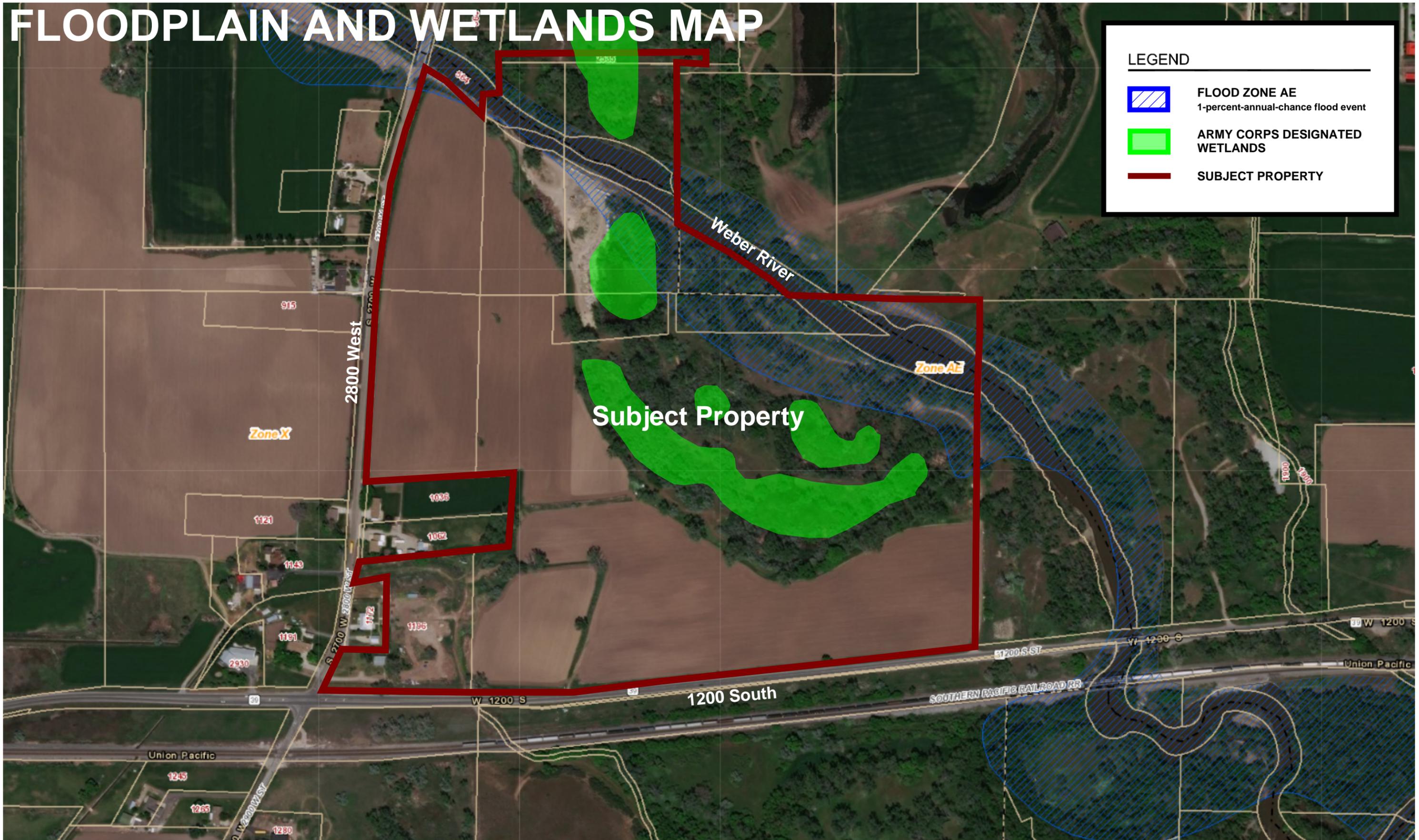
The height, size, and location of the permitted signs shall be in accordance with the regulations set forth in Title 110 of this Land Use Code.

(Ord. of 1956, § 18-3)

HISTORY

Amended by Ord. [2020-24](#) on 12/15/2020

FLOODPLAIN AND WETLANDS MAP



LEGEND

-  **FLOOD ZONE AE**
1-percent-annual-chance flood event
-  **ARMY CORPS DESIGNATED WETLANDS**
-  **SUBJECT PROPERTY**