

SOUTH WEBER PLANNING COMMISSION AGENDA

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PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Thursday March 09, 2023, in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

OPEN (Agenda items may be moved in order or sequence to meet the needs of the Commission)

1. Pledge of Allegiance: Commissioner Losee
2. Public Comment: Please respectfully follow the guidelines below: Comments will also be accepted at publiccomment@southwebercity.com to be included with the meeting minutes.
 - a. Individuals may speak once for 3 minutes or less.
 - b. State your name and address.
 - c. Direct your comments to the entire Commission.
 - d. Note: Planning Commission will not respond during the public comment period
3. Approval of Consent Agenda
 - a. PC2023-01-26 Minutes
 - b. PC2023-02-09 Minutes
4. Action on: Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement (moved from 2/9/2023) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC.
5. Planning Commission Comments (Boatright, Davis, Losee, McFadden, Skola)
6. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED DEVELOPMENT COORDINATOR FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: February 20, 2023,

BUILDING MANAGER: Kimberli Guill

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 26 January 2023

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT:

COMMISSIONERS:

**Gary Boatright
Jeremy Davis
Julie Losee
Marty McFadden
Taylor Walton**

COMMUNITY SERVICE DIRECTOR: Trevor Cahoon

DEVELOPMENT COORDINATOR: Kimberli Guill

Minutes: Michelle Clark

ATTENDEES: Rolayne Collins, Robert Colling, Janet Gibbs, Kathy Meeks, Connie Stone, Ann Durrant, Kenny Durrant, Brian Skousen, Lynn Poll, Linda Conners. Sharon Judd, Phil Judd, Paul Sturm, Rod Westbroek, May Cast, Kevin Schon, Adam Gehring, R. Jefra Hicks, Jessica Gehring, J. Cornia, Marlesse & Rod Jones, Julie & Chad Smith, Ricky Benitez, Jeff Muntinga, Scott Phillips, Michael Poff, Wesley Stuart, and Terry & Susan Flitton.

Commissioner Davis called the meeting to order and welcomed those in attendance.

1. Pledge of Allegiance: Commissioner Boatright

2. Public Comment: Please respectfully follow these guidelines.

- Individuals may speak once for 3 minutes or less: Do not remark from the audience. State your name & city and direct comments to the entire Commission (Commission will not respond).

ACTION ITEMS:

Commissioner Losee moved to open the public hearing for Prelim/Final, Conditional Use & Agreements for RV General Parcel/ s #130180090 & 130230214 Located at the corner of 475 E & 6650 S by Applicant: Kevin Schonsheck of the MacOgden Group LLC. Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

***** PUBLIC HEARING *****

3. Prelim/Final, Conditional Use & Agreements for RV General Parcel/ s #130180090 & 130230214 Located at the corner of 475 E & 6650 S by Applicant: Kevin Schonsheck of the MacOgden Group LLC: Community Services Director, Trevor Cahoon explained the developer of this project desires to improve approximately 16.430 acres of property into a commercial development known as General RV.

Final Plat. Because the developer is requesting a single lot subdivision, they have chosen to move forward with their subdivision as a Preliminary/Final submission. Final Plat items to consider:

- *Legal Description:* This has been supplied.
- *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
- *Lot Sizes and Orientation:* N/A.
- *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
- *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
- *Utility Easements:* The General Utility Easement required for each property has been indicated on the plat. Developer has supplied the necessary easement dedication for the Powerline Corridor and is consistent with widths required in other areas.

Site Plan: The commercial use required the submission of a site plan to the Planning Commission for approval. The site plan includes a Lighting Plan.

Landscape Plan: Review proposed landscape plan. Developer has requested a reduction to 10% landscaping by placing trees along the roadway to create a better look and feel to the area.

Conditional Use Permit: Conditional use is needed as the project is over an acre and the use is a conditional use.

Architectural Review: The project requires an architectural site plan review.

Improvement Plans: Developer has submitted improvement plans to be included in the submission.

Maintenance Agreement: With the inclusion of the landscaping along the public right-of-way and numerous public utilities that will be included in the project staff has drafted a maintenance agreement that will commit the property to maintain their improvements on their site.

The developer has requested incentives as part of this development from the City Council. The Council has met and discussed these incentives in a preliminary conversation. However, the Planning Commission does not have jurisdiction in this area, therefore, it is not part of the decision.

The current zoning for this project is Commercial-Highway (C-H). The use is allowed within that zone as a conditional use and will need to be processed through the conditional use application.

The Project totals 16.430. This is smaller than the original site. The developer is requesting to exclude the area that is designated as wetlands and will continue to work with the Army Corp of Engineers to include the rest of the area later in a subdivision amendment. This could have implications for the required fencing and may cause issues because it creates a parcel that cannot be accessed except through the property itself. As the developer continues to work with the Riverdale Canal Company and Army Corp of Engineers, they want to exclude this portion and the City can waive the requirement of the fence until such time a solution can be made, otherwise the City could require a temporary fence along the border.

There is no minimum lot area requirements. Setback needs to be 50' from the front and 20' from the side that is fronting 475 E. The site plan provided shows this to not be an issue.

A traffic study has been submitted and verified and shows no concerning numbers for the affected traffic impact. The developer will not be adding roads to the project area. There will be a need for striping along Old Fort Road and 475 E.

Developer is responsible to install a trail connection for the area as shown in the General Plan. Working with the developer the City has requested that the sidewalk in the Public ROW be widened to accommodate both a trail connection and sidewalk for the ROW.

At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site. The developer has committed to improving the landscape along Old Fort Road and the trail/sidewalk and are requesting the 10% consideration for this effort. Buffer Yard is not necessary as the site does not abut residential.

South Weber City Code indicates that a masonry wall is needed along the I-84 corridor. This requirement can be waived based upon recommendation from the Planning Commission and approval by the City Council if they determine that the purpose of the fence (protection from wildfire and automobile accidents) is not necessary for the development. Upon review by the South Weber Fire Chief, Derek Tolman, staff feels that this site has other mitigating factors such as large, asphalted areas that will accomplish the same purpose.

There is sufficient parking for the project. There will be a total number of customer dedicated parking of 144 stalls. Internally, the site will have RVs behind fencing with internal flow adequate for general traffic. The main entrance and exit appear to be on 475 E with the drive on Old Fort road being an exit gate only.

The City has received all required Will Serve letters, and plan approval letters from South Weber Irrigation Company (SWIC), Davis County Surveyor's Office, Riverdale Bench Canal Company (RBCC), and Weber Basin Water Conservancy District (WBWCD). The developer has been working with Rocky Mountain Power (RMP) and is still waiting for their official approval.

The developer is working on approval from the US Army Corps of Engineers (USACE) for potential wetlands along the Riverdale Bench Canal, but that is not part of Phase 1, and will be addressed with Phase 2.

The Geotechnical Report by ECS did not report any issue of concern. The groundwater in the area is relatively shallow, but the design of the project has taken this into consideration and should only have an impact during construction.

The Traffic Impact Study by A-Trans identifies that there is virtually no change in Level of Service (LOS) due to the addition of the development. The East Bound Left (EBL) movement at the intersection of Old Maple Road and 475 East changed from LOS B to LOS C with an additional delay time of 1.3 seconds. South Weber's LOS for intersections is LOS C. So, no additional mitigation is required. The center lane on 475 East will be re-stripped to allow for left-hand turns into their site. The developer is using the access on Old Fort Road as an exit only access with a gate for security.

All site utilities will be privately owned and maintained. In order to be clear on where city ownership ends and private ownership begins along with requirements for maintenance, an Ownership & Maintenance Agreement has been prepared and will help to make sure the private utility systems are maintained properly.

The fire flow test has been completed and came back at 1,620 gpm. A temporary fence will be installed along the south side of the canal until the canal is piped. It would be helpful if the plans included a cross section view covering the area from the road to the property line on the north and east sides of the road to show the width of the park strip and sidewalk as well as the location of the fence.

The site will be surrounded by a 6' chain link fence (black vinyl-coated). The Ownership & Maintenance Agreement indicates that the landscaping in the ROW will be the responsibility of the developer.

Commissioner Davis asked if there was any public comment.

Rolayne Collins, of South Weber City, lives in the Riverside Place adult community and opined this is a significant commercial development adjacent to the new subdivision in the area. She added as neighbors they have discussed the pros and cons of this business and requested the following:

1. Respectfully asked for additional consideration for the buffer between the dealership and the surrounding homes. She questioned what size of trees will be installed to create the buffer?
2. She queried if the historical marker on Old Fort Road can be moved?
3. She discussed the possibility of installing a masonry fence along Old Fort Road that compliments the existing walls around the power station and new homes.
4. Light pollution is a great concern and suggested minimizing lumens, installing canopies, and controlling illumination.
5. She addressed concerns with the access out of the RV dealership and inquired about a right turn only sign exiting the dealership.
6. Vehicle parking along the road is a concern.

She added addressing citizens' concerns will go a long way in creating good will.

Janet Gibbs of South Weber City voiced concerns with future impact on home values in the 55 and older community. She queried if there are long term plans for RV storage and is there a time limit. She requested parking be contained inside the business. Ms. Gibbs is concerned water usage and questioned how often the RV's will be washed. She queried on the size of signs, limit on lights, location of signs, delivery schedules etc. She suggested landscaping with native plants and trees.

Lynn Poll of South Weber City is grateful to see something that will help with the city's tax base. He suggested keeping as many trees along Interstate 84 as possible to help reduce noise. He feels this is a good thing for the community.

R. Jeffrey Hicks, of South Weber City, reminded everyone of the neighborhood near this development. He favored the conditional use and encouraged the planting of larger trees and increasing the setbacks. He suggested limiting idling delivery trucks along the street.

Jeremy Cornia, of South Weber City, discussed the possibility of creating a dark hour requirement for the dealership to maintain the feel of the neighborhood.

Paul Sturm, of South Weber City, is impressed with the thoroughness of General RV. He suggested the conditional use permit should include: (1) Aspects of dark sky program that has been integrated into prior South Weber City developments, (2) Lighting for such a large area needs to be carefully considered because of the development being adjacent to residential areas, and (3) Hours for lighting should be from dusk to closing. After that, only for security purposes. He queried who will be involved in the development of the conditional use requirements.

Scott Phillips, of South Weber City, recommended limited lighting hours because this is the closest business to his home and suggested larger safe sidewalks for his children.

Ricky Benitez of South Weber City voiced concerns with intersection of Old Maple Road and 475 E. and suggested a light or round about at the intersection.

Jeff Muntinga of South Weber City favored the small town feel of South Weber City. He is concerned about test drives in a location where there are families, children, etc. and suggested they be avoided.

Michael Poff, of South Weber City, suggested the installation of a 4' landscaped berm along the road to help with vehicle head lights, 6' sidewalk, and acknowledged the City's general plan does identify a visual buffer along Interstate 84.

Commissioner Boatright moved to close the public hearing for Prelim/Final, Conditional Use & Agreements for RV General Parcel/ s #130180090 & 130230214 Located at the corner of 475 E & 6650 S by Applicant: Kevin Schonsheck of the MacOgden Group LLC. Commissioner Walton seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

***** PUBLIC HEARING CLOSED *****

Kevin Schonsheck of South Weber LLC and representing MacOgden Group LLC with General RV as the user. He acknowledged they are working on approval from the US Army Corps of Engineers for potential wetlands along the Riverdale Bench Canal. He addressed the lighting and photometric lighting plan for the development. He will consider the right turn only out of the exit, as he isn't sure they will be using that exit much. There will be no third party storage of RV's. The signage will be what is allowed by city code. There will be no on street parking. The delivery of RV's will take place during business hours. The Draper City store is not closing. They will do whatever they can to help sponsorship of the community. Masonry wall along Old Fort Road isn't possible because it is too expensive and restrictive for security. The grade won't allow a berm.

Commissioner Boatright favored this option out of all other options for this property. He is concerned about lighting. The entrance and exits can be dangerous if going straight across. The historic marker should be saved and moved to a different place. The landscaping should include drought tolerant plants.

Commissioner Walton doesn't understand the location of the trail along the frontage of the development and queried if a possible trail location on the north side of the property is dangerous because of the canal. Mr. Cahoon replied there is a concern the trail would be isolated in that area and provide additional access to the business which may be a security concern as well as encourage illegal behavior. Commissioner Walton disagreed because there are other parts of trails that are not part of public view. He doesn't understand the logic as to why the trail isn't installed on the north side and is further concerned as to why it would be installed along the frontage of this development with the increased traffic. He acknowledged there are several citizens who enjoy walking, biking, skate boarding, etc. and travel over Interstate 84 to the Weber River Pathway Trail. He would like to provide a safe environment for that and is concerned about a sidewalk being the main component of the active transportation plan in this area. He suggested the installation of a bike lane along Old Fort Road and 475 E. for more protection for those who do access the Weber River Parkway Trail.

Commissioner Davis favored the trail along Old Fort Road because it creates a 17' buffer. He doesn't feel it is a safety concern with visibility.

Commissioner Losee is concerned about safety entering and exiting the development. She favored landscaping and not just rock. She added trees in the park strip need to be maintained as per city code.

Discussion took place regarding the trees along Interstate 84. Mr. Schonsheck reported all the trees on the property will be removed; however, there are trees closer to the interstate that are not on this project's property.

Commissioner McFadden favored the wide sidewalk and wide trail for a safer community. He does favor a trail between Interstate 84 and the development.

Commissioner Losee queried if gates will be installed at the entrance and exit. Mr. Schonsheck replied that a motion censored gate will be installed at the exit. Commissioner Losee questioned if lighting caution signs can be installed. Mr. Schonsheck favored that for safety reasons.

Commissioner Walton favored intersections lining up in case a streetlight needs to be installed. He inquired on the height of the lights. It was stated the lights are LED down lights and will vary in height with the highest being 20' to 21'. Mr. Cahoon discussed the city code requiring shoe box style light covers, and not seeing the light source from outside the property. It was acknowledged the City Engineer has approved the lighting plan. Commissioner Walton is concerned there is too much lighting in the southwest corner. Mr. Schonsheck discussed the need to cast the light out and reported it will be shoe box lighting shooting down. Commissioner Walton asked for limited lighting at night. Mr. Schonsheck replied there is a big buffer between the street and residential which he would like to be taken into consideration. He also discussed the need for lighting to help maintain security.

Further discussion took place concerning water use. Mr. Schonsheck explained the RVs are not washed weekly. Commissioner Walton discussed the intersection at Old Fort Road and 475 E. and the fact that a roundabout doesn't fit.

Commissioner Losee questioned if there is an area for public dumping or any fueling. Mr. Schonsheck replied it is all private and not for public use. Commissioner Losee asked about building materials. Mr. Schonsheck replied the building is made of precast concrete panels to help limit noise from Hill Air Force Base. Commissioner Boatright understands the interest in the look for this development in South Weber City, but acknowledged nobody has ever defined what that look should be and it doesn't seem fair to impose that on a developer when it is arbitrary. Commissioner Losee doesn't favor chain link fencing. She does favor a berm. Commissioner McFadden added with the right landscape the chain link fence will eventually disappear. Mr. Cahoon stated there is no restriction in the code for chain link. He discussed the conditions being actionable and mitigate any health, safety, and welfare in the area. He added the developer can use chain link fence, but the north side requirement is for masonry fence. Commissioner McFadden suggested installation of rod iron along the southwest portion of the property.

Commissioner Losee reminded everyone of the preservation of the historical marker. Wesley Stuart of Gardner Engineering reported the site plan shows moving it slightly to the west in the park strip.

Discussion took place regarding the need for signage off Interstate 84 and the west side of 475 E for the entrance to the development to help prevent traffic going into the neighborhoods. It was stated the Public Works Department will investigate the possibility of signage for those who aren't familiar with the area. Mr. Cahoon reported the roads in that area are 36' and do accommodate turning around. It was suggested to look at the possibility of considering no parking along Old Fort Road.

Mr. Cahoon reviewed the State Legislature Limitations for Conditional Uses and conveyed a **“Conditional Use”** is a land use that has unique characteristics or negative effects that may not be compatible in an area without conditions to mitigate or eliminate the detrimental impacts. The statutes governing conditional uses are found at § [10-9a-507](#) and § [17-27a-506](#) of the Utah Code. The statutes read as follows:

(1) A land use ordinance may include conditional uses and provisions for conditional uses that require compliance with standards set forth in an applicable ordinance.

(2)(a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.

(b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

Mr. Cahoon noted Commercial Conditional Uses are a recommendation by the Planning Commission to the City Council. He then addressed “**Applicable Standards**” which refers to guidelines in an ordinance that help determine the type and extent of conditions that may be imposed on a conditional use. These standards establish objective goals or levels of performance, which then guide decisions on the conditions which are adopted. He reviewed “**Detrimental Impacts**” in which most land uses impact the public’s health, safety, or welfare in some way. The detrimental effects identified for a conditional use should be related to negative impacts on legitimate governmental interests, or on the public welfare. He encouraged the Planning Commission to make sure the conditions are actionable and reasonable to hold up.

The developer is requesting a waiver on the following:

- (1) At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site. The developer has committed to improving the landscape along Old Fort Road and the trail/sidewalk and are requesting the 10% consideration for this effort. Buffer Yard is not necessary as the site does not abut residential.
- (2) South Weber City Code indicates that a masonry wall is needed along the I-84 corridor. This requirement can be waived based upon recommendation from the Planning Commission and approval by the City Council if they determine that the purpose of the fence (protection from wildfire and automobile accidents) is not necessary for the development. Upon review by the South Weber Fire Chief, Derek Tolman, staff feels that this site has other mitigating factors such as large, asphalted areas that will accomplish the same purpose.

Commissioner McFadden recommended a rod iron fence. It was stated that cannot be a conditional use requirement but can be included in the reduction of landscaping. Commissioner Losee voiced frustration with the preliminary and final being together. Mr. Cahoon suggested approving individual components and then continuing an item to another meeting if necessary.

Commissioner Walton voiced the only condition he would suggest for the conditional use is limiting night lighting. Commissioner Boatright commended the developer for the preparation and overall plan of this development. Commissioner Davis agreed. He doesn’t feel an official recommendation can be made on the fencing because it does fall under city code; however, he does recommend a 4’ berm with anything other than chain link fence. Commissioner McFadden discussed the slope of a berm creating it difficult to water the grass, which doesn’t work. Commissioner Boatright is willing to exchange something along the south side for a different type of fence, but chain link fence on north side is okay.

Commissioner Walton moved to recommend approval to the City Council for Prelim/Final, Conditional Use & Agreements for RV General Parcel/ s #130180090 & 130230214 Located at the corner of 475 E & 6650 S by Applicant: Kevin Schonsheck of the MacOgden Group LLC.

1. Visual recommendation on the Conditional Use Permit be considered for limiting nighttime light pollution.
2. The Planning Commission agrees to reduce the landscaping from 15% to 10%.
3. Recommendation of fencing on south side of development be upgraded to rod iron or more aesthetically pleasing material for the landscaping requirement.
4. The additional exception to the northern boundary of the development area with the acreage identified in the letter by the City Planner from the overall development proposal.
5. City Council to possibly consider re-evaluating the potential for the trail on the northern boundary.
6. Lighting plan to address the southwest corner of the development and reducing any light pollution in that section.
7. Detailed plan be provided to City Council with more description in regards to the historical monument on the west side of the property.

Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

Mr. Cahoon pointed out there was nothing mentioned in the motion concerning the associated maintenance agreement with the property. Commissioner Walton explained he left that out of the motion because it wasn't defined as action in the packet. Mr. Cahoon replied the packet states, *"Prelim/Final, Conditional Use & Agreements for RV General Parcel/ s #130180090 & 130230214 Located at the corner of 475 E & 6650 S by Applicant: Kevin Schonsheck of the MacOgden Group LLC."* Commissioner Walton noted the Planning Commission didn't have a lot of conversation of the agreements and the verbiage in them and queried if there are other opinions with the Planning Commission.

Commissioner Walton moved to amend the motion to recommend approval of the maintenance agreements included in the packet as written. Commissioner Boatright seconded. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

Commissioner Boatright noted for the record he doesn't favor re-evaluating the trail on the north side. Commissioner McFadden agreed.

PLANNING COMMISSION COMMENTS:

Commissioner Losee: suggested Code Committee review development process.

Commissioner Walton: thanked those who attended and gave public comment. He thanked the developer for his willingness to work with the City. He is excited for the potential this development might bring to the City. He suggested the Planning Commission receive more

information regarding the engineering reviews. He pointed out at one time disclosing conflict of interest was on the agenda and recommended adding it again. He would like to see the City focus on architectural design standards. He doesn't understand why Preliminary/Final are combined. He thanked everyone for the opportunity to serve the City. He hopes South Weber City is a better place by his service.

Commissioner Davis: thanked those who attended the meeting tonight and had the courage to voice their public comment. Everyone was well prepared.

Commissioner Boatright: announced the Planning Commission is the recommending body. He suggested if individuals have concerns, they need to address their concerns with the elected officials.

ADJOURN: Commissioner Boatright moved to adjourn the Planning Commission meeting at 8:31 p.m. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

APPROVED: _____ **Date**
Chairperson: Jeremy Davis

Transcriber: Michelle Clark

Attest: _____ **Development Coordinator: Kimberli Guill**

From: [Amy Mitchell](#)
To: [Public Comment](#)
Subject: Public comment
Date: Friday, January 27, 2023 9:54:00 PM

Dear Mayor, City Council and Planning Commission,

This is from my post on Facebook and I know that this was one man's opinion.... Which he is entitled to. But he is still our representative on the PC, so I will share what I wrote and please take it as not only my opinion, but the opinion of the many who filled out the 2 surveys.

I want to draw some attention to some comments from the last PC meeting that jumped out at me and I find very disturbing... especially after all the time and energy spent over the last couple of years by many of us... making sure that the road to Layton was off all plans. Yes, this is personal to me... any maybe some of you... and it's rearing it's ugly head once again. Many of the comments made by one of our PC members about all the opportunities in the city, and that we should work to be proactive rather than reactive with concerns to the "road to Layton" and the huge development going on up at the top. Maybe he isn't aware of or has ignored ALL the info brought up about the instability of the hill, the sensitive lands, the traffic study... as well as countless input given by citizens that most of us do NOT want a connection to Layton that will bring potentially thousands of cars down 1900. Making this road a quick access for people to take rather than fighting traffic on 193.

2 lengthy surveys and many months hashing it out... 85 % of us stomping down this connection. I feel like we are on repeat after we have been given assurances from our Mayor and City Council that the road is off the map... and that Layton City knows we do not want to develop it further. That it is to remain an access road only. Does this ring a bell for anyone else??

We shouldn't have to fight this over and over with every new person appointed or elected in this city!! All new Planning Commission members and City Council members should have to read the General Plan prior to being added to the Commission... and due to the nature of the surveys (being the biggest response this city has ever seen) PLEASE read through ALL of the responses to the survey! Yes, it will be time consuming, but as a representative of the citizens who live here, it would be a good investment to know how we feel. And just like with voting, if someone chose not to fill out the survey, then that's on them.

Thank you for your time. Good luck at the retreat!!

Amy Mitchell
1923 Deer Run Drive

January 31, 2023
Jeff Washburn
622 E. Green Springs Way
South Weber, UT 84405

South Weber City Planning Commission,

I attended the planning commission meeting held on January 26th 2023 regarding the conditional use permit by General RV to develop the land bounded by I-84, 475 East and Old Fort Road in South Weber remotely as I was out of town on that date. No opportunity was provided for those of us on the Zoom call to provide comments and the comments in the chat during the meeting were not expressed to the commissioners by the commissioner who was running the meeting. I do not know if he saw them - but he certainly didn't respond. In any event I would like my comments to be part of the minutes of that meeting and for my concerns to be addressed (they were not in the proposal that was approved by the commission and forwarded to the city council for final approval).

I am new to South Weber having moved from Draper in the spring of 2022. I was not made aware of the proposal to develop the land noted above while I was considering moving to South Weber. While it is clear that a development of some sort is needed on that property given the number of new homes that are going in around it (not to mention the really lovely older homes that are already there) I would have never guessed that it was going to be an industrial park. That certainly would have given me pause in making a decision to purchase there (I wonder if all the folks who are buying those new homes in the Pebble Creek subdivision are aware of that - the developer(s) can't be too happy about it can they?). You are aware that homes in that subdivision sell for well above the Utah and US averages aren't you? or at least did.

Anyway, since becoming aware of the proposal I have been talking with some of my neighbors who have been around South Weber longer than me and have learned a few things. Some of which are also concerning. To wit: It appears that there have been several attempts to develop the site and that they have all been ultimately rejected for one reason or another. It also appears that the conditional use permission requirements (zoning) have been changed here and there to accommodate the proposal du jour.

Be that as it may – the planning commission rubber stamped the developer's proposal and kicked the can to the city council so my comments and concerns specifically from that meeting will mean nothing - but they will be there on the record:

1. In my opinion the commission closed public comments prematurely then refused to reopen them on point of order when clearly the public had more to say and the developer wanted to respond.
2. The commission instructed the public to limit their comments to three minutes and to not repeat any comments. This is an arbitrary interpretation of Robert's Rules of Order and was used as a tool by the commission to limit discussion and advance their own agenda which was clearly to approve the developer's proposal with minimal or no conditions and get it to the city council. Furthermore – the commission did not hold themselves to the same standard, talking in endless circles over minor details in the developer's proposal that they knew they could not be definitively answered in the meeting and which were not included in the conditions for approval anyway.

2. The motion to approve the proposal was conceptualized and expressed with virtually no forethought, was vague, disregarded virtually all public comments and was quickly and unanimously approved with no discussion.
3. After the closure of public comment the few concerns that were raised (there were and are many more) were categorically dismissed by either the developer or the commissioners during the commissioner's questions period. For example - Mr. Shonesheck dismissed the public recommendation for a more substantive barrier between the development and the neighborhood by indicating that they (General RV) had done their homework and assured the commission that the chain link fence was exclusively and specifically what they need for security purposes (another type wouldn't work and it was too expensive, he couldn't really tell the public the details because they wouldn't understand yada yada yada). What was the commission's response? Well maybe would General consider a nice wrought iron fence instead - would that work for you Mr. Shonesheck? In addition to the fence Mr. Shonesheck assured the community that General RV would put in a few nice trees and a wider sidewalk (nice shape - not too expensive with a little path running down the middle) so that the kids could ride their bikes there in perfect safety. I am no expert - but to me it seems that getting a stolen RV over a masonry wall and through a bunch of mature trees would be a lot more difficult than, say, cutting the lock on the front gate or cutting a hole in that nice chain link or wrought iron fence and driving it over that one foot berm.
4. In response to the public's concern about diverting RV traffic from the neighborhood to the extent possible, the commission indicated that there is no room to install a roundabout at 475 E and Old Fort road. Again I am no expert but I am pretty sure there is a 16 acre parcel of undeveloped land at that intersection and that roads can be altered slightly to accommodate a roundabout. The city is just one big accident at that intersection away from losing all that tax revenue from the RV sales. But yet - that was not part of the proposal to the city council either. "South Weber - our motto is RV sales first - Safety last". I had mixed feelings that the developer's proposal did not include barbed wire on the chain link fence like they have done at other sites - it would have added a really nice touch to the neighborhood - especially at Christmas (we could have our own light show!). And again - the security! Nobody brought up guard dogs but maybe they should have.
5. Next, the commissioners - although acknowledging that they also were not the experts, just took the developer's word for it that the lighting would be held to a minimum - after all, General had done their homework and had the PDF to prove it. The commissioners were just gushing in their praise of the developer "being so prepared". Really? - they are a multi-million dollar outfit in the middle of an RV boom trying to add a sales location to a very accessible location.
6. The final proposal that was forwarded to the city council for their approval was materially deficient in any kind of actionable information for them to consider - in point of fact the commission just rubber stamped the developer's proposal and recommended that the city council do the same. In my estimation that is beyond irresponsible and I request that the proposal be denied by the city council pending better, more informed information that adequately addresses the residents of South Weber's legitimate concerns and recommendations.

From: [Erin Winterton](#)
To: [Public Comment](#)
Cc: [Rod Westbrook](#); [Jeremy Davis](#); [Julie Losee](#); [Gary Boatright Jr.](#); [Taylor Walton](#); [Marty Mcfadden](#); [Joel Dills](#); [Angie Petty](#); [Blair Halverson](#); [Quin Soderquist](#); [Hayley Alberts](#); [David J. Larson](#)
Subject: RV Sales and Service
Date: Thursday, January 26, 2023 12:08:26 PM

Dear South Weber City Mayor, Council, Planning Commissioners, and Manager,

Thank you for the opportunity to comment about the RV commercial development. I apologize that I can't attend the meeting tonight as I will be out of town. I live on Old Maple Road and after reading through the packet, I would like to express my concern. It appears that a traffic study was done, but has the impact to pedestrian traffic been considered?

One of the big draws to living in our neighborhood and South Weber is the close proximity to the beautiful river trail system. In the warmer seasons, we often ride our bikes with our children down 475 E to Cottonwood Drive to access the trail at the Centennial Trailhead. To do so, we ride past a freeway entrance and exit without a crosswalk or light. I am very concerned that we will no longer be able to do so safely with the addition of the RV dealership and the kind of traffic that it will bring. A pedestrian bridge over the freeway would be best but even the addition of crosswalks and lights to improve visibility of pedestrians when crossing the freeway entrances and exits would be a huge improvement.

We have so many young children in our neighborhood that it would be a huge loss to not have safe access to get to one of the best features of our area - the river trails. When making a final decision on the RV commercial development, or any commercial development on that land, I ask that Council and the Planning Commission members please consider the safety of South Weber pedestrians, most especially the young ones, and the value of the convenient access to that trailhead.

Thank you very much for your time and for all that you do for our city.

Sincerely,

Erin Winterton
334 E Old Maple Road

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 9 February 2023

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT:

COMMISSIONERS:

Gary Boatright (excused)
Jeremy Davis
Julie Losee
Marty McFadden
Chad Skola

COMMUNITY SERVICE DIRECTOR: Trevor Cahoon

CITY ATTORNEY:

Jayme Blakesley

CITY ENGINEER:

Brandon Jones

DEVELOPMENT COORDINATOR:

Kimberli Guill

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Henry DeVarona, Jeff Clouse, Genneva Blanchard, Julie Markum, Stacey Eddings, Elizabeth Rice, Tim Grubb, Doug Bitton, and Michael Grant.

Commissioner Davis called the meeting to order and welcomed those in attendance.

1. Pledge of Allegiance: Commissioner Losee

2. Public Comment: Please respectfully follow these guidelines.

- Individuals may speak once for 3 minutes or less: Do not remark from the audience. State your name & city and direct comments to the entire Commission (Commission will not respond).

Stacey Eddings, of South Weber City, concerning Agenda item #7 she suggested the Planning Commission refer back to her public comments made at the City Council meeting in regards to her request for no dog park next to her home.

3. Approval of Consent Agenda

- 12 January 2023 Minutes

Commissioner Losee moved to approve the consent agenda as amended. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

Commissioner Davis excused Commissioner Boatright from tonight's meeting.

4. Welcome New Planning Commissioner Chad Skola: Commissioner Davis welcomed Chad Skola and the newest Planning Commissioners. Mr. Skola stated he is looking forward to serving on the Planning Commission.

5. Appointment of Chair & Vice Chair

Commissioner Davis expressed his willingness to serve as the Planning Commission Chairperson again and recommended Commissioner Losee as Vice Chair.

Commissioner McFadden moved to appoint Commissioner Jeremy Davis as Planning Commission Chair and Commissioner Julie Losee as Vice Chair. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

Commissioner Losee moved to open the public hearing for Preliminary Plan (2 Lot Commercial Subdivision), Conditional Use & Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING *******

6. Public Hearing and Action on: Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates:

Community Services Director Trevor Cahoon reported the current zoning for this project is Commercial-Highway (C-H). The use is allowed within that zone as a permitted use. However, it is over an acre so the developer will need to go through the conditional use application process. The project is approximately 2.65 acres. This is smaller than the original site because the property must dedicate land for the future right-of-way.

Setback needs to be 50' from the front and 20' from the side that is fronting 2700 E. The site plan shows this to not be an issue. A traffic study has been completed for the area with the intended use already identified. The future impacts of the road are already addressed in the forthcoming capital facilities plan for transportation. The two access points that will be within the project match existing entrances and exits.

The developer will not be adding roads to the project area. They will be creating a cross access agreement with the property to the north to allow traffic to flow between the properties.

The 2700 E Improvements, including the roundabout, will not be taking place with this development. These improvements will occur over time.

At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site. The developer has not submitted a landscape plan, and a buffer yard is not necessary as the site does not abut residential.

The plan currently has 118 stalls and based on estimates of size they would need 150. We will need to confirm square footage on proposed building. The developer could have a joint parking agreement with the northern property to satisfy the requirement.

ITEMS FOR PLANNING COMMISSION REVIEW

Preliminary Plat: Although this could have come forward as a Preliminary/Final Application the Developer has chosen to move forward in different steps as they continue to work on items required for a full Plan submission:

- Legal Description: This has been supplied.
- Subdivision Name: The Subdivision name appears on the plat and is consistent with the application that has been submitted.
- Lot Sizes and Orientation: Commercial lots do not have a minimum requirement.
- Parcel Numbers or Lot Numbers of Surrounding Properties: When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat will need this by the final submission.
- Right-of-Way (ROW) Dedication: The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards. Due to the future expansion of 2700 East, they have dedicated this portion to the City. As this would be larger than the standard road with the City will need to enter into a purchase agreement for the required acreage. This will come forward in a future City Council meeting.
- Utility Easements: The General Utility Easement required for each property has been indicated on the plat. Developer has supplied some of the other easements but will need to update the final plat with all necessary easements. One easement that is missing is the petroleum easement on lot 1.
- Signature Boxes: All signature boxes are supplied.

Site Plan: The commercial use required the submission of a site plan to the Planning Commission for approval. Site plan in general complies with necessary code. An area that will need further conversation is the total required parking for a medical office. City code requires 1 space for every 200 gross square feet. The plan currently has 118 stalls and based on estimates of size they would need 150. We will need to confirm square footage on proposed building.

Conditional Use Permit: Conditional use is needed as the project is over an acre.

Architectural Review: The project requires an architectural site plan review.

Improvement Plans: Developer has submitted preliminary improvement plans to be included in the submission.

FUTURE APPROVALS NEEDED BY PLANNING COMMISSION

Landscape Plan: A landscape plan was not submitted at this point in the development. We can consider the other items at this time. The full plan will need to be accepted by the Planning Commission prior to recommending Final Plat approval from the City Council.

City Engineer Brandon Jones review of the development is as follows:

Our office has completed a review of the preliminary submittal received on January 20, 2023, for the Crosswinds Development, located on the east side of 2700 East (across the street from Maverik and Morty's Car Wash). We offer the following comments:

GENERAL

E1. Will Serve Letters.

A. We acknowledge that "will serve" communication documentation has been received for Comcast Cable, Dominion Energy, and Rocky Mountain Power (RMP). No other "will serve" documentation is needed.

E2. Plan Review Approval Letters.

A. Petroleum Pipelines. There are three petroleum pipelines that cross Lot 2. Holly Energy (Rocky Mountain Pipeline) owns two lines, and Phillips 66 (Pioneer Pipeline) owns one. Their easements need to be shown on the plat, and an approval letter from both companies will be required when a specific site plan is proposed on Lot 2.

E3. Environmental Study. A Phase 1 Environmental Site Assessment was conducted by AGECEC, dated September 21, 2005. "This assessment has revealed no evidence of recognized environmental conditions in connection with the property." This report was later updated by AGECEC on December 8, 2021. This assessment also concluded that there were no "significant environmental concerns" on the site. No further investigation is necessary.

E4. Geotechnical Report. The original report was performed by AGECEC, dated October 27, 2005. An update to this report, dated November 9, 2022, was conducted, and provided to the city. The recommendations in this updated study are substantially similar to the previous report.

A. By implementing the recommendations of the original and updated report, the site appears to be suitable for the proposed development.

E5. Traffic Impact Study. The city has been working with WCG on the city's Transportation Master Plan with a Subarea Plan specifically conducted for 2700 East between South Weber Drive and 7800 South. Therefore, no additional study is needed for this development.

E6. Transportation Master Plan. Two recommendations from this study have direct impact on this development: widening of the road to a 5-lane road with a roundabout at 7800 South, and the restriction to only two access locations on the east side (at 7800 South and lining up with the southern driveway of Morty's Car Wash).

A. 2700 East Design. The city is currently working on the design of the future widened road to establish the road dedication area and elevation of the future curb and gutter. This will be reviewed by WCG and then provided to the developer in order for them to finish their design.

B. Dedication and Appraisal. The property to be dedicated to the 2700 East ROW will be appraised and the city will pay for any additional property larger than the standard local city road, which is 70 feet wide. Depending on the amount required, the city may ask for some extended time to complete full payment.

C. Current Conditions. The widened road will not be constructed at this time but will be constructed when needed in the future. Therefore, the access points will be constructed and connected to the existing road, as is.

D. Sidewalk. There is no existing sidewalk on the east side of the road. The sidewalk will not be installed at this time, but the cost of the sidewalk is the responsibility of the developer.

Therefore, the estimated cost for the construction of the sidewalk will need to be paid to the city in lieu of actually doing the work. The city will hold the money and use it to pay for constructing the sidewalk when the future widened road is constructed.

E7. Water. Secondary water is not available on this property. Therefore, culinary water is the only option for outdoor water use. This can be allowed as long as the required backflow prevention assembly is provided (see South Weber City Standards, Sheet CW7).

E8. Private Utilities. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance.

PLAT

E9. Address. The addresses for the lots are as follows:

A. Lot 1: 7772 South 2700 East

B. Lot 2: 7716 South 2700 East

E10. The petroleum line easements need to be shown on the plat.

E11. A cross-access easement needs to be provided across Lot 2 in favor of Lot 1. This would not be the primary access for Lot 1 but is needed to allow traffic from Lot 1 to access and travel southbound on 2700 East, since the left-hand movement at the shared access will be restricted in the future.

E12. All easements need to include bearings and distances labeled sufficiently to be able to locate them relative to the lots.

IMPROVEMENT PLANS

E13. Water.

A. The city recently had a fire flow test performed on 2700 East. The test showed a fire flow of 3,623 gpm.

E14. Storm Drain.

A. Storm drain calculations need to be provided.

B. As part of the LID compliance, please use the following documents and links to assist with and complete the Storm Water Quality Report, including all proposed permanent BMP's.

i. South Weber City Standards, Appendix A, Exhibit 3, and Sheet LID1

ii. Follow State's Guidelines at <https://deq.utah.gov/water-quality/low-impact-development>

iii. Follow State's "[Guide to Low Impact Development within Utah Manual](#)"

iv. Complete State's "[Storm Water Quality Report Template](#)"

Genevieve Blanchard of John W. Hansen & Associate discussed parking being an issue and expressed they are currently working with the property owner of Lot 1.

Stacey Eddings of South Weber City lives near this property and is concerned about light pollution. Also, concerned with the entrance and exit to this property across from 7800 South and does not favor a roundabout at this location.

Paul Sturm, of South Weber City, is impressed with the design and completeness of the project. He queried if there is any way to lower the height of the building.

Doug Bitton of South Weber City is concerned about the light pollution from this development. He encouraged the developer conduct a photometric light analysis for the lighting to make sure it doesn't cross over to nearby neighborhoods. He suggested concerning the roundabout he hopes 7800 South will be improved for commuter traffic.

Commissioner Losee moved to close the public hearing for Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING CLOSED *******

Ms. Blanchard reported the height is a two-story building with 10' ceilings and will follow city code of 35'. She added the developer will adhere to light pollution as per city code. Trevor reported the city has a dark side compliance code, and the lights must shine down onto the property.

Commissioner Losee queried why fencing isn't required. Mr. Cahoon replied there is an existing chain link fence in place that meets city requirements. Commissioner McFadden questioned the developer how the parking will work. Ms. Blanchard replied she met with the developer of Lot 1 to add more parking by adjusting the building. She feels they will meet the parking requirement. Commissioner McFadden favored the look of the building.

Commissioner Skola queried on holding off widening of the road and the sidewalk. City Engineer Brandon Jones reported the City is updating the Transportation Master Plan and as part of the traffic study, 2700 East was identified as a five lane road. As a result, there will be expansion at some time in the future; thus, the need for the private-right-of-way easement. Commissioner Skola asked if there is any need for lighting past office hours. Mr. Jones reported it is private property and the developer has the right to light their development for security reasons, as long as it follows city code. Commissioner Skola remarked this development will have minimal use compared to other commercial uses.

Commissioner McFadden moved to recommend approval of the Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Improvement Plans and to continue the Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates. Commissioner Davis seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

Commissioner Losee moved to open the public hearing for Public Hearing and Action on: Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING *******

7. Public Hearing and Action on: Preliminary Plat (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC: Community Services Director Trevor Cahoon explained the developer has since reached out to the City and requested to submit a new project. In a meeting with the City Council, they presented an alternative site plan and asked if they can begin the process of a development agreement. City Council directed Mayor Westbrook to convene a Development Agreement Committee and begin the process of negotiations.

The developer submitted a draft development agreement to the City. The committee met and reviewed the recommendations and sent their revisions on to the developer. Through the conversations, the main concerns that were expressed by the committee was the look and feel of the units and the spacing of the buildings.

The City Council has reviewed the draft agreement and has indicated that they are comfortable with the proposal moving forward but limited the requested density to no more than 35 units. The developer has come back with a proposal that meets the density criteria.

This is a new project. Therefore, any previous approvals do not have bearing on this project.

A Landscape Plan has not been submitted at this point in the development. We can consider the other items at this time. The full plan will need to be accepted by the Planning Commission prior to recommending Final Approval from the City Council.

Mr. Cahoon explained the current zoning for this project is Commercial-Overlay (C-O). The development agreement illustrates the need for the applicant to rezone the property to Residential Multi-Family Seven (R-7). They have applied for this rezone in conjunction with the project. He added because the City has initiated the process to remove the R-7 zone and instate new zoning code, City staff has advised the applicant to proceed with the R-7 zoning until a comparable zone is on the books. At which point the development agreement can be amended prior to approval and the rezone request can be amended as well if the zoning code changes.

Mr. Cahoon added the project is approximately 3.175 acres. A portion of the project is located to the north of the canal. This area will be used for a storm water basin. In the development agreement there isn't a minimum lot size. Minimum widths on the new R5 code have the minimum townhome width set at 24 feet. This will need to be updated in the Development Agreement to include a minimum lot width section to accommodate the 23-foot width.

Setbacks are delimited through the Development Agreement as follows:

- a. 10 feet minimum from any public street.
- b. 10 feet front setback from any private street.
- c. 10 feet side setback from any private street
- d. 10 feet minimum from any property line; and
- e. 10 feet minimum from any other non-attached structure.

There are no concerns from City staff about the access points of this development.

The developer will be constructing a private ROW loop. The specifications utilized in the design meet the City Standards. The development utilizes shared private driveways. This will not be considered a roadway for the project but will be constructed with concrete. From the Development Agreement:

Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.

The developer has included 26 separate and distinct parking spaces for guest parking. This is more than adequate for the development. Each phase also has enough guest parking to cover each phase through development.

From the Development Agreement: Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure. **The Open Space Calculations on the plans need to be updated to reflect the correct open space designations.** The development requires 19,000 square feet of open space. The total open space that is within main project area is sufficient for the development.

The development agreement has various design criteria that are listed for the development. The developer has supplied renderings as mentioned previously. The standards reflected in the document are:

- a. Exterior Finishes. All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to Exhibit C.
- b. Architectural Variation. The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
- c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.
- d. Driveways. In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
- e. Roof Style. Roof design shall not include the use of flat roofs.

City Engineer Brandon Jones review of the development is as follows:

--- RESUBMITTAL REQUIRED ---

Our office has completed a review of the preliminary submittal received on January 18, 2023, for the Deer Run Townhomes Development, located on the same property of the former Lofts at Deer Run Development. We offer the following comments:

GENERAL

E1. Will Serve Letters.

A. No additional “will serve” documentation is needed.

E2. Plan Review Approval Letters. Even though there is a current development plan approved for the property, final plans for this new concept and layout must be sent to and an approval letter received from the following entities: BWCD, SWWID, and DWCCC.

E3. Updated Studies. Even though there is a current development plan approved for the property, plans for this new concept and layout need to be sent to A-Trans and CMT. They do not need to provide new reports, but they do need to provide an official addendum or update to their original studies that address any changes relative to the change in layout and use.

E4. Private Utilities. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance. We will provide a draft for review.

PLAT

E5. Phasing. The proposed phasing seems counterintuitive as Phase 1 requires a lot of out-of-phase utility installation through later phases. We just want to be sure that the developer is aware that each phase will have to be self-sufficient.

E6. Road Dedication. There is a space piece of ground on the northwest corner of the Deer Run Dr / 2700 East intersection that is shown as being dedicated to the road. We need some explanation as to why this is being proposed.

E7. Missing parcel. The open space parcel (Parcel A) appears to have an additional parcel immediately adjacent to the south that is not being included. This should be included.

E8. Property/Ownership Table. The preliminary plat needs to be updated to show the proposed ownership of the property correctly. For example, the private road is being shown as open space, but should be shown as Limited Common. Please review all areas and update accordingly.

E9. Addresses. Addresses for the lots will be provided by our office with the next review.

IMPROVEMENT PLANS

E10. Usable Open Space. The usable open space figure shows a portion of the dog park on property that is not shown as being owned by the developer. This is likely tied to the same issue mentioned above in E7.

Henry DeVarona and Jeff Clouse approached the Planning Commission. Mr. Clouse pointed out the garage dimensions are 22' x 22' and the Council wanted them to be widened, but 22' x 22' is just for the Type 1 units. Item #16 on the development agreement was discussed at the Council and they recommended 25% and presently there are no restrictions on the development agreement for the previous project. Based on the economy, they want to rent them until the economy is better. The future homeowners may need to sell, and they don't want restrictions for them to be able to lease. Mr. DeVarona explained because of the price point of the units, there will be a class of renters.

Commissioner Davis asked if there was any public comment.

Stacey Eddings, 2645 E. 7800 S., opposed the dog park next to her property. She asked the Planning Commission to please reconsider and leave this area as a detention basin. She discussed a dog park with the canal owners, and they told her they wouldn't allow it because of the easement. She queried as to who is maintaining this property because the snow hasn't been cleaned off of the sidewalks.

Paul Sturm, of South Weber City, queried on the preliminary plan zone and the 35 townhomes on 2.914 acres. He is concerned the R-5-SG zone being proposed only permits a maximum of 8 units per acre with an outstanding design concept. He opined there are unanswered questions in the engineering review as pointed out by the engineering reviewer, the phases proposed appear to be out of sequence for the needed infrastructure development. He is also concerned with the Deer Hill Drive roadway between Phase 1 & 2 and the ability to egress up the road following a snowstorm. He recommended a 25' flat pad be installed prior to the sidewalk for both site distance issues and the ability to stop prior to the sidewalk for safety measures.

Michael Grant, 2622 Deer Run Drive, gave a brief description of the history of the property. He queried how the number of units has been calculated. He suggested the city code be followed.

Doug Bitton, 2635 E. 7800 S., questioned the separate parcel being open space. He suggested a Landscape Plan be put in place for aesthetics and to be maintained by the developer. He would like to make sure the fencing is aesthetic and is as blinded as much as possible. He is surprised about the renting proposal by the developer, and questioned which units are going to be rentals. He doesn't want to see Phase 4 and 5 as rentals. He is appalled at the design features of the manholes and suggested something be done with them. He added 7800 South needs to be improved and suggested a moratorium on any development on 7800 South until the road is addressed and improved.

Commissioner McFadden moved to close the public hearing for Public Hearing and Action on: Preliminary Plat (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING CLOSED *******

Mr. Clouse stated there is a typo and there will be no dog park on the detention property. He added there is sufficient open space for this development. The Landscape Plan is currently under development and will be maintained by a Homeowner's Association for all open space areas. Solid vinyl fencing will be installed. The silos need to be relocated and won't look like silos when back filled. The final look will be a manhole cover.

Commissioner Skola questioned who maintains the fence. Mr. Clouse replied it will be maintained by the HOA. Commissioner Losee addressed the development agreement and queried on item #2 concerning parties. Mr. Clouse replied Deer Run Investments will be party to the development agreement. She asked about the geotechnical item #5 and making sure the development standards are followed. She is concerned about the sloping of sensitive lands because this is a high wind area, and the setbacks are only 10'. She queried why it isn't 25'. Mr. Cahoon replied the developer requested 10' and it was reviewed by the Development Agreement Committee. Mr. Blakesley explained the development agreement is a zoning document and is applied only to this parcel. The Commission may or may not agree with items in the development agreement and can suggest amendments. He discussed State requirements that allow for flexibility of requirements in a development agreement.

Commissioner Davis explained the Development Agreement Committee discussed the 10' setback and the general consensus for this request was sufficient to ensure security as well as the look and feel of the development. Commissioner McFadden queried if the committee discussed the park strip and sidewalk was considered as part of the concession. Mr. Jones reported if you measure from front of curb to front door it is 18' from 2700 East. Commissioner Losee is concerned about those units along 2700 East. Mr. Clouse pointed out because of the grade; individuals will walk into the second story of the units along 2700 East. Mr. Jones acknowledged this is a preliminary plat and a grading plan will be submitted on the final plat. Commissioner Losee identified unit #101 and unit #301 and suggested removal for the line of sight. She opined five phases is too many. Mr. Clouse explained financing is key and vital in today's market. Mr. Cahoon suggested focusing on items in the development agreement because it is a legislative document.

Commissioner Losee requested Commissioner Boatright's email be included in the minutes since he can't attend this meeting. (SEE ATTACHED EMAIL)

Mr. DeVarona addressed the original project being 74 units and 27,000 sq. ft. of commercial and the City didn't want that much traffic. Then it went from 4,500 sq. ft. of commercial to zero. Commissioner Losee doesn't favor 50% of rentals. Mr. Clouse explained the difficulty of the current economy and discussed the owner being able to rent a unit if circumstances change for them. Mr. Blakesley announced it is typical in CC&Rs for cities to include rental restrictions for military service, temporary reassigned jobs, missionary service, etc. Mr. Clouse acknowledged their intent is to sale the units, but there may be circumstances with the economy that may change that. Mr. Blakesley remarked the CC&R's can allow for a phased rental percentage and suggested the rentals should be around the 25% ratio; however, he does understand the applicants concerns. Mr. DeVarona asked if language can be included that the percentage can change based on the economy. Mr. Blakesley discussed various possibilities and language that can be included in CC&R's. Commissioner McFadden discussed making sure the developer is successful and feels there is value and wisdom with the 25%. Mr. Blakesley suggested the developer review the city's internal accessory unit code to obtain language for the CC&R's.

Commissioner Davis queried on garbage removal. Mr. Clouse replied there will be individual cans for each unit in which all collection will take place on the private roads. Commissioner Losee addressed her concerns with fencing blowing over with the high winds in the area as well as safety for Davis/Weber Canal. Mr. Cahoon noted there is sufficient parking for this development. Mr. Jones explained the Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the development exceeds the anticipated demand, and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the building permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity. Mr. Cahoon explained the short-term rental code isn't allowed for this area as per city code.

Commissioner Davis queried if the entrances can be flattened out. Mr. Jones suggested the developer be aware of safety concerns for those entrances. He reassured everyone through the design phase they will strive to make sure all safety concerns are reviewed and addressed.

Discussion took place regarding the hatched section identified as “road dedication” and the fact that this has been deeded back to the City.

Commissioner Losee moved to continue the Preliminary Plat (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

Commissioner McFadden moved to open the public hearing for Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG). Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING *******

8. Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG):

ORDINANCE REVIEW

Community Services Director Trevor Cahoon reported in the November Planning Commission meeting the Planning Commission discussed the creation of an overlay zone to help encourage quality construction. Throughout the conversation the Commission discussed what things they would like to regulate and require allowing for increased density. Based upon that discussion Staff has drafted an ordinance for a Strategic Growth Overlay zone and made amendments to all areas of the code that reference to the R7 zone to now say R5.

Planning Commission will now make a recommendation on the amendments to the R-7 Zone, creation of the SG Overlay Zone and subsequent rezones of current properties that have the R-7 designation but do not have any construction within the property. This rezone does not affect any applications that were received or approved prior to the amendment of this ordinance.

Upon review of other ordinances, it was noticed that the Planned Unit Development (PUD) conditional use was removed inadvertently from the land use matrix. This was confirmed after conversations with the Code Committee and City Manager David Larson. Because the land use matrix is included in this ordinance, staff would recommend an amendment to include PUD as a conditional use in all residential zones (A, R-L, R-LM, R-M, R-P, and R-5). This recommendation comes at the discretion of the Planning Commission to make, up to the City Council.

BACKGROUND

The City Council when approving the Final Plat for the South Weber Gateway project, instructed the Code Committee to consider zoning text amendments to facilitate the development in amending the approved final plat to allow for a townhome development for individual ownership. The items that were brought forward by City Staff as areas that prohibited this type of development included the following:

- The exclusion of provisions surrounding zero lot line developments.
- The absence of a dwelling, townhome definition within the code.
- The inclusion of setback provisions that oriented buildings based on lot configuration and not on orientation of the buildings toward a right-of-way.

As the Code Committee reviewed the R-7 zone, it became clear that the ordinance was written with parameters in a similar fashion to a single-family zone thus making it difficult to plan a multi-family development. The reason that these inconsistencies were not noticed in other developments lies in the fact that other projects utilized the Planned Unit Development conditional use section of our code. The South Weber Gateway was the first project to follow development guidelines strictly under the R-7 zoning code.

As conversation progressed within the Code Committee other areas of concern toward multi-family developments were discussed in relation to the R-7 code and future development. While it is still a desire to limit the use of this zone, the Code Committee discussed various housing types that would be more appealing to future development other than traditional townhome, high-rise, or garden style apartments. Through the conversation the Committee identified the main issue with multi-family housing is the visual appeal and congruence of form with surrounding single-family units already established within the area. To answer these concerns two concepts were discussed, type of housing unit and design standards.

In the case of design standards, the State of Utah has limited the City's ability to impose design standards upon single-family developments. It does not prohibit a city from imposing design standards on multi-family units. Therefore, if the City wishes to pursue developing a design standard for multi-family housing this is a possibility. Townhomes are the outlier within this context because although there is more than one unit within the building, state code does identify these units as single-family attached developments. Within the state code there is a provision to allow a City to impose a design standard on single family developments if the code allows for a density incentive utilizing an overlay zone. This would mean that if the City were to allow a developer to have more density than a zone would typically allow then we would be able to impose design standards for the development.

With this line of thinking if the City were to seek for particular multi-family or single-family units by offering more density then we would be able to dictate the form of the units themselves. The Code Committee then discussed the possibility of reducing the allowed density within the R-7 zone to 5 units an acre and offering an incentive of 7 units and acre then the city may be able to better control the type of development that is found within the city.

For example, including smaller single-family housing complexes like Cottage Courts. In these types of development, we would offer a higher density for the creation of single-family homes with smaller lots on a shared court. Some items to discuss would be how many units an acre we would want to encourage and the style of development.

Mansion style apartments or condos was another housing concept that was attractive to the Code Committee. Allowing a building to look like a large single-family home, but housing 4-7 units within the home. So that appearance would be single family while providing more variety and density of housing.

While the idea is new and needs more work to determine the viability of the incentive, the prospect of this update with an eye toward the Moderate-Income Housing Updates becomes an idea that can provide a better development and use of land within the future. Further discussion on whether it is viable to reduce the R-7 zone's density further and then offer the now current density as incentive would provide the desired outcome would be important for the Planning Commission to discuss.

At this stage it has become necessary to get the feedback from the Planning Commission on the potential changes the R-7 zone and receive their recommendations on what to include in the draft ordinance. The following table breaks down the changes proposed by the Code Committee for the Planning Commission review.

After a discussion in Planning Commission on September 15, the Commission gave the following directions to staff to update the code in the following ways:

- Update the definitions as recommended.
- Allow townhouses as a permitted use.
- Maintain density at 7 units an acre but explore in a future update overlay zone.
- Establish a minimum lot area and minimum lot width.
- Utilize sections for zero lot lines and setback orientation for share common space as recommended.
- Alter front setback lines to 25 feet to accommodate for large vehicles.
- Include diagrams to demonstrate setback requirements.

Staff has made updates based on the recommendations from the Planning Commission. The only exception is including a minimum lot area. Staff would recommend that having a minimum lot width would be sufficient to dictate design aesthetic and would allow for more flexibility of design than restricting a minimum lot area. This is something that the Planning Commission could recommend be included back in the ordinance.

The Planning Commission met on October 13 to discuss the draft ordinance and make their recommendation to City Council. In a 3-0 discussion by the Planning Commissioners present a recommendation was made to approve the drafted changes to the Residential Multi-family zone, and recommend the Council begin the process in the creation of overlay zones to address design standards in accordance with Utah State code.

In a discussion item with the City Council on October 25, the Council expressed a desire for the Planning Commission to have a more in-depth discussion on the reduction of density within the R-7 zone to 5 units per acre and the creation of draft ordinance for an overlay zone to grant bonus density of up to 2 units and the implementation of design standards. The Council feels that the exploration of creating an overlay zone now would be pertinent to protect the interests of the city in facilitating development standards for projects in South Weber.

Planning Commission reviewed the ordinance in the December Planning Commission and felt it was ready to make the recommendation.

Commissioner Davis asked if there was any public comment.

Tim Grubb, of South Weber City, expressed he is one of the property owners affected by this and he doesn't have any opposition to it. He gave a brief history of the property. He queried if care centers carried over to residential areas because the Petersen Farm Assisted Living Center is legally non-conforming.

Commissioner Skola moved to close the public hearing for Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG). Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. The motion carried.

***** **PUBLIC HEARING CLOSED** *****

Mr. Cahoon explained in the review with Code Committee in the land use matrix, when it was adopted, they didn't include Planned Unit Development into it. He recommended adding a PUD as conditional use to residential zones.

Mr. Cahoon addressed Mr. Grubb's question and stated care centers are permitted in commercial and a conditional use in R-LM, R-M, R-P and R-5.

Commissioner Losee queried on landscaping bonus densities etc. Mr. Cahoon explained the proposed city code 10-20A-3 subsection A on page 88 of the packet states:

A. Density Bonus: Residential density within a planned development may exceed that permitted by the R5 Zone up to a maximum of sixty percent (60%), at the discretion of the Planning Commission and subject to concurrence of the City Council. The Planning Commission must find, however, that any increase in density will be compensated by increased amenity and improved design which, in its opinion, are proportional to the density increase which it authorizes.

Commissioner Skola queried which areas of the development are included in the density bonus. Mr. Cahoon replied it is the entire area within the overlay zone. Discussion took place regarding bonus density calculations and items the committee addressed with easements included. Commissioner Davis commended City staff for their work on this ordinance.

Commissioner McFadden moved to recommend approval of Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG) with a friendly amendment by Commissioner Davis to update the land use matrix to include PUDs as a conditional use in all residential zones including agriculture. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden and Skola voted aye. The motion carried.

9. Commissioner Training provided by Jayme Blakesley

City Attorney Jayme Blakesley presented the Utah Open and Public Meetings Act Training for the Planning Commission. He explained all meetings are open to the public unless closed. This includes “work meetings” and “executive session”. A quorum consists of three members present in person or by electronic telecommunications.

A public meeting requires a 24-hour notice with an agenda, date, time, and place. A person may be removed if there is disruption of meeting or if “orderly conduct is seriously compromised.” Electronic meetings are allowed. Prior formal authorization of the City is required, public notices is required, anchor location, and facilities so all can attend, monitor, and participate. He suggested establishing ways public comments will be accepted ahead of time. If an email is submitted following a meeting, it will not be included with the minutes.

Mr. Blakesley explained minutes and recordings are required of all meetings. Recordings are to be “Complete Unedited Record” of all open portions from beginning to end, properly labeled: date, time & place, available within 3 business days of meeting, and permanently retained.

Closed meeting consists of a quorum + 2/3 vote, must meet subject matter requirements §205, and publicly announced and record: the reason for closed meeting; location; and each member’s vote for or against the closed meeting. Closed meeting purposes include Discuss individual’s character, professional competence, or physical or mental health, Strategy session – litigation, Strategy session – real property (value, best possible terms); Sale = prior notice; terms disclosed before final, Deployment security measures, Investigative proceedings – criminal misconduct, Deliberations; procurement evaluation committee; protest; appeals, and Procurement: trade secrets; misc.

Emergency Meeting can be held when there is an attempt to notify all members, best notice practicable, and majority members approve of the meeting. When there is a change meeting (social gathering) the act does not apply, and city business shouldn’t be conducted. Please note any violation may result in a Class B misdemeanor, six months jail, and \$1,000 fine. Electronic Messaging is not restricted when meeting not convened.

Mr. Blakesley reviewed basic parliamentary rules which are as follows:

- 1) Any matter that requires a decision (must be on the agenda) shall be brought by motion.
- 2) The meeting is governed by the agenda and the agenda constitutes the agreed-upon roadmap for the meeting. Any matter that requires a decision (must be on agenda) shall be brought by motion.
- 3) One question at a time and one speaker at a time.
- 4) The chairperson may use General Consent (aka Unanimous Consent) with all motions except those where the votes are used for purposes of the meeting minutes and require a roll call of the council.
- 5) There are only three basic forms of motions allowed: initial motions, motions to amend, and substitute motions.
- 6) There should be no more than three motions on the floor at the same time.
- 7) The debate/discussion can continue as long as members wish to discuss an item, subject to the chairperson determining it is time to move on and take action by using General Consent to limit debate or by a proper motion by a council member to limit the debate.
- 8) Three yes votes are required to pass any item, with certain items requiring more than three votes (e.g., 2/3 for closed session).

- 9) A motion to reconsider any item requires a majority vote to pass (NOTE: there are very specific rules for a motion to reconsider).
- 10) The chairperson and members shall adhere to bylaws and code of conduct.

Types of motions include:

- **Main motion** – Introduce a new item.
- **Subsidiary Motion** (motions to amend or substitute motions) – Change or affect how to handle a main motion (vote on this before main motion)
- **Incidental Motion** – Questions procedure of other motions (must consider before the main motion)
- **Motion to Table** – Kills a motion.
- **Motion to Continue/Postpone** – Delays a vote (can reopen debate on the main motion).

Every motion has (at least) six steps:

- 1) **Motion** – A member rises or raises a hand to signal the chairperson.
- 2) **Second** – Another member seconds the motion
- 3) **Restate motion** – the chairperson restates the motion.
- 4) **Debate/Discussion** – the members debate/discuss the motion.
- 5) **Vote** – the chairperson restates the motion, and then first asks for affirmative votes, and then negative votes.
- 6) **Announce the vote** – The chairperson announces the result of the vote and any instructions.

How the vote is taken:

- **Roll call vote:**
 - Ordinances.
 - Resolutions; or
 - Any action which would create a liability against the City
- **Simple “yes” or “no”:**
 - All other matters

Point of Things:

- **Point of order** – Draws attention to breach of rules, improper procedure, etc.
- **Point of information** – A member may need to bring up an additional point or additional information so that the other members can make fully informed votes.
- **Point of inquiry** – A member may ask for clarification to make better voting decisions.
- **Point of personal privilege** – A member may address the physical comfort of the setting, such as temperature or noise.

Public Hearings:

- Residents of the City have a right to be heard.
- Members of the public body are not required to respond to questions or comments.
- Public hearings are opened by motion and vote.
- On land use decisions, the applicant has a right to respond to public comment with information and argument.
- Public comment may be limited to a reasonable amount of time (e.g., a few minutes per person/topic)
- Public hearings are closed by motion and vote.

- No member of the public shall be heard until recognized by the chairperson.
- Speakers must state their name and address for the record.
- Any resident requesting to speak shall limit their comments to matters of fact regarding the issue of concern.
- Personal attacks made publicly toward any person, official, or employee are not allowed and are grounds for removal.

Mr. Blakesley reviewed the Municipal Officers & Employees Ethics Act which established the minimum standards, sets up a disclosure system for conflicts of interest, and describes crimes you can now commit as a public officer or employee.

When is disclosure required?

Written

- Regulated Business
- Doing Business w/ City
- Personal Interest or Investment
- Assist/Advise on City Transaction*

Oral

- Any of items on left.
- Open Meeting
- BEFORE Discussion on Topic

*Disclosure must occur 10 days before agreement w/ City or 10 days before receipt of compensation (whichever is earlier).

What crimes are available?

INFORMATION: Disclose or improperly use private, controlled, or protected information

PRIVILEGES: Use or attempt to use office for economic gain or to secure special privileges

GIFTS: Knowingly receive, accept, take, seek, or solicit a gift of substantial value or a substantial economic benefit tantamount to a gift.

ACCESS/ADVICE: Be paid to help someone w/ City business (w/o disclosure)

Mr. Blakesley conducted the Land Use Training. He explained the objectives include: (1) Understand the legal framework for making land use decisions in the City, (2) Identify the powers and duties of the City Council, Planning Commission, and Staff for making land use decisions, (3) Know how to avoid illegal, arbitrary, or capricious decisions by establishing a thorough record for each and every land use decision, and (4) Consider the best framework for making, applying, and enforcing land use decisions.

"Land use regulation":

(a) Means a legislative decision enacted by ordinance, law, code, map, resolution, specification, fee, or rule that governs the use or development of land.

(b) Includes the adoption or amendment of a zoning map or the text of the zoning code; and

(c) Does not include:

(i) a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or

(ii) a temporary revision to an engineering specification that does not materially:

(A) increase a land use applicant's cost of development compared to the existing specification; or

(B) impact a land use applicant's use of land.

"Land use decision" means an administrative decision of a land use authority or appeal authority regarding:

- (a) a land use permit.
- (b) a land use application; or
- (c) the enforcement of a land use regulation, land use permit, or development agreement.

Mr. Blakesley expressed the city is a political subdivision of the State of Utah. All land use decisions in the City must comply with the Land Use Development and Management Act (LUDMA). The City may adopt its own land use standards so long as they are consistent with federal and state law. Mandates include: (1) Creation of a Planning Commission, (2) Establishment of a Land Use & Appeal Authorities, and (3) Adoption of a General Plan and a process for considering land use applications.

Legislative Body (City Council):

- Only a Legislative Body may enact a land use regulation.
- Shall adopt a land use regulation to create or amend a zoning district and designate general uses allowed in each zoning district.
- May establish or modify other restrictions or requirements, including the configuration or modification of uses or density, through a land use decision that applies certain criteria or policy elements.
- Shall consider (but may adopt, reject, or revise) each proposed land use regulation that the planning commission recommends.
- May establish a land use ordinance that includes conditional uses and provisions for conditional uses that require compliance with standards set forth in an applicable ordinance.

Land Use Authority (City Council, Planning Commission, or Staff):

- Shall apply the plain language of land use regulations.
- In the absence of a "plain" restriction, shall interpret and apply the land use regulation to favor the land use application.
- Shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.

Appeal Authority:

- Hears and decides requests for variances and appeals from decisions applying the land use ordinances/fees.
- May not entertain an appeal of a matter in which the Appeal Authority, or any participating member, had first acted as the Land Use Authority
- May be an individual or a multi-person board, body, or panel.

MUNICIPAL LAND USE ACTIONS

	LEGISLATIVE	ADMINISTRATIVE	QUASI-JUDICIAL
CHARACTERISTICS	<ul style="list-style-type: none"> - Promulgation of laws of general applicability - Based on the weighing of broad, competing policy considerations - Subject to voter referendum 	<ul style="list-style-type: none"> - Applying the law to particular individuals or groups based on individual facts and circumstances - Decision is bound by the law and cannot be based on public opinion 	<ul style="list-style-type: none"> - Defers to established law and Legislative/Land Use Authority - Review limited to error, illegality, or abuse of authority
RESPONSIBLE BODY	City Council or General Electorate	City Council, Planning Commission, or Staff	Appeal Authority or Court
EXAMPLES	<ul style="list-style-type: none"> - Zoning Ordinances (including a site-specific zoning ordinance) - General Plan - Rezones - Annexation 	<ul style="list-style-type: none"> - Conditional Uses - Site Plans - Development Agreements - Subdivisions 	<ul style="list-style-type: none"> - Variance - Appeal - Judicial Review

Mr. Blakesley relayed only a legislative body may amend the number, shape, boundaries, area, or general uses of any zoning district; any regulation of or within the zoning district; or any other provision of a land use regulation. A legislative body may not make any amendments to a zoning district unless it first submits the amendment to the planning commission for the planning commission's recommendation. He added land use actions include an appeal or variance. A party may not appeal for judicial review unless it has exhausted all administrative remedies. A petition for review may come from a land use applicant or an adversely affected party. A court shall presume that a properly enacted land use regulation is valid. A challenge will hinge on whether the regulation is expressly preempted by, or was enacted contrary to, state or federal law. A court shall presume that a final decision of a Land Use Authority or an Appeal Authority is valid. It will uphold the decision unless it is found to be (a) arbitrary and capricious, or (b) illegal. A decision is arbitrary and capricious if it is not supported by substantial evidence in the record of the proceeding.

Mr. Blakesley noted the best practices are as follows:

- Understand the nature of the decision (administrative/legislative/quasi-judicial)
- Know your role and responsibility (legislative body/land use authority/appeal authority)
- Follow procedural requirements exactly.
- Document your decision in writing.
- State the reasons for your choices.
- For legislative decisions, consider public hearings as opportunities to learn.
- For administrative decisions, know the law and apply it exactly.
- Delegate whenever reasonable
- If you are delegating authority, give clear directions.

Commissioner Davis thanked Mr. Blakesley for his presentation.

PLANNING COMMISSION COMMENTS:

Commissioner Losee: asked if HB 265 is on the City staff's radar. Mr. Cahoon reported the City has a compatible use plan with Hill Air Force Base.

Commissioner Davis: thanked the City staff for all their hard work tonight.

Trevor Cahoon: the Code Committee needs two representatives from the Commission. It was decided Commissioner Davis and Commissioner Losee will represent.

ADJOURN: Commissioner Losee moved to adjourn the Planning Commission meeting at 10:09 p.m. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

APPROVED: _____ **Date**
Chairperson: Jeremy Davis

Transcriber: Michelle Clark

Attest: _____
Development Coordinator: Kimberli Guill

From: [Gary Boatright Jr.](#)
To: [Trevor Cahoon](#); [Kim Guill](#); [Jeremy Davis](#); [Julie Losee](#); [Marty Mcfadden](#); skolachad@gmail.com
Subject: Comments Regarding Feb. 9 PC Meeting
Date: Monday, February 6, 2023 7:47:04 PM

Fellow commissioners,

I apologize for not being able to attend the PC meeting scheduled for Thursday, February 9. This is an important meeting and I am disappointed I cannot attend. I have a commitment for work that I cannot miss. Otherwise, I would be with you. I understand that since I am not at the meeting, I really have no voice (or vote) other than that as a citizen of the community. It is in that spirit that I share these thoughts.

Consent Items - The minutes from the last meeting state that I "thanked commissioner Boatright for his service." This needs to be corrected to state that I thanked commissioner Walton for his service.

Agenda Item #5 - Good luck to whomever is selected chair and vice chair. I have thoughts about this, but since I will not be attending, it would be inappropriate for me to share. I do believe we need to change the bylaws to have the chair and co-chair serve on the code committee. I think it would be valuable to have some new perspectives brought to the group.

Agenda Item #6 (Crosswind Subdivision) - I don't have any major concerns with this, though one thing did raise a question. The summary states "the developer has chosen to move forward in different steps." Is the developer driving the process or are they following the process established by the city? If we have a process, we need to stick with it.

Agenda Item #7 (Lofts Rezone) - This parcel of land is the most contentious piece of property in the city. Some of the worst and most argumentative meetings I have been in are with this developer. (It may be a good thing I am not there. I may not have a lot of nice things to say.) A few questions:

1. What changed? The developer pushed hard to create high density housing development with commercials. After several long meetings they received approval, then put the property for sale with the approvals. Now a couple of years later, with little or no movement on the approved project, they are coming back with new plans that are more in line with what was wanted (but they are far from perfect). What changed? Why are they changing their plans? (Again, I like these plans better, but something causes me to pause on this.) Something does not add up.
2. Why build this in phases? This seems like a small enough project that it should or could be done in one or two phases, not four. If I were in the meeting I would ask for an explanation.
3. Does the number of units align with the conditions in the R7 zone? (I'm not a math person.) If not, I would not recommend approval.
4. Will these be 2 or 3 stories? Not a fan of 3 stories. In the draft development agreement it states that none should be higher than 38 feet. I would love to know what the neighbors feel about this.
5. If this is rezoned and the developer receives all the approvals, will the developer build this or will they sell the project to another developer? Past experience shows they would try to sell it. I recommend making the development agreement non-transferable, if that is possible.
6. I like that no more than 25% of these units can become rentals. Would love to see that

number lowered.

Agenda Item #8 (Ordinance 2023-02) - I am leery of overlays. I would like to ensure that there are no loopholes in the overlay that a developer could use to develop something other than what is intended by the code. If that can be confirmed, I would likely vote to recommend approving this.

Agenda Item #9 (Training) - I will be surprised if you have time for this. I recommend this be moved to the March meeting.

I am sorry I will not be with you and I hope the meeting will not go long.

Gary Boatright

From: [Natalie Browning](#)
To: [Public Comment](#)
Subject: 2700 E Lofts
Date: Thursday, February 9, 2023 4:06:14 PM

South Weber CC and PC,

I am writing you as I am concerned about the Lofts rezone request. This has been a problematic development from the beginning. At this time the density does not match the requested zone, and our current code doesn't support what is being requested. Another concern I have is the safety issues from this proposal in regard to the two entrance/exits. This is a busy road already, and with the slope road it has the potential to impact sight lines based on the proposed building placement and height. This proposed development is on a very small piece of property. Is there enough space in this plan to allow cars to stop behind sidewalks before exiting out onto 2700 E? With a development of this size and the flow of traffic on 2700 this may be a big problem. The height of the building is also very worrisome. As I look around at what is happening along the Wasatch Front we are being overrun with these monstrous developments. My hope is that this development will not look out of character and become an eyesore in this beautiful neighborhood. From my understanding with the last general plan which was completed twice with input from many citizens, R7 was the highest density that is allowed in our city. The 11 units per acre seems extreme and very out of character for South Weber. The last city plan was also greatly against HDH which he is asking for in his his proposed development agreement to increase the density.

Your decisions in this proposed development will impact this area for our lifetimes. Your thoughtful appreciation about this critical development and the impact it has on our citizens is tremendous.

Thanks for all of your hard work and thoughtful consideration,

Natalie Browning
South Weber Resident

**Comments to South Weber City Planning Commission
for 09Feb23 Meeting
by Paul A. Sturm**

Public Comments and Questions for Agenda Item #7 -Packet Pages 31-70 of91

7. Public Hearing and Action on: Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC.

A) Please See Packet Page 31-35 of 91 - Planning Memorandum

The current zoning for this project is Commercial-Overlay (C-O). The development agreement illustrates the need for the Applicant to rezone the property to Residential Multi-Family Seven (R-7). They have submitted an application for this rezone in conjunction with the project.

- 1) How can South Weber take an action on a Preliminary Plan when there is no current zone that would permit 35 Townhomes on 2.914 acres? Please Explain.
- 2) The new R-5-SG zone being proposed *is planned to replace R-7 that* only permits a maximum of 8 units per acre , (ORD 2023-02,) with an outstanding design concept. *This is based on an R-5 with a maximum of 60% bonus density.* That would equate to a total of 24 units on this parcel. I do not see anything in the design proposed that rises to an "outstanding" level. Please Explain **35**.

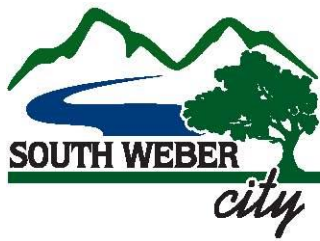
B) Please See Packet Pages 36 to 37 of 91 - Engineering Review #1

There are many unanswered questions posed in this engineering review that should be addressed before a preliminary approval is made. As pointed out by the engineering reviewer, the phases proposed appear to be out of sequence for the needed infrastructure development. The City does not want to be put in the position to preliminarily approve a design that, in the future, may be untenable with the next phases, and thus potentially force the City to further accept/permit amending the design, possibly to the City's detriment.

C) Please See Packet Pages 38 to 56 of 91 - Project Preliminary Design

A few of my many concerns with the Deer Hill Drive roadway between Phases 1 & 2 are:

- 1) The road appears to be quite steep with a rise of approximately 20-25 feet over a run of 133 feet. I have a concern about the ability to egress up the road after a snowstorm.
- 2) At the top of the road is a sidewalk that is traversed by many children and others on a daily basis. I recommend that a 25 foot flat pad be installed prior to the sidewalk for both site distance issues and the ability to stop prior to the sidewalk, especially in inclement weather.



PLANNING MEMORANDUM

4 Deer Run Townhomes Preliminary

1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

To: Planning Commission
From: Trevor Cahoon, Community Services Director; Brandon Jones, City Engineer
Re: Public Hearing and Action on: Preliminary Plan, Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E for applicant: Joseph Cook of Deer Run Investments LLC.

Project Information	
Project Name	Deer Run Townhomes
Site Location	7870 S 2700 E
Tax ID Number	133640001, 133640007
Applicant	Joseph Cook
Owner	Deer Run Investments
Proposed Actions	Preliminary Plan, Rezone, Architectural Review, Site Plan Review & Development Agreement
Current Zoning	C-O
General Plan Land Use Classification	R7
Gross Site	3.175

ACTION

Administrative Action: Consider approval of Preliminary Plat, Site Plan, Architectural Review, and consider recommendation of approval of rezone and development agreement.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plat.** Preliminary Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* Complete. This is a townhome plat with zero lot lines. The development agreement allows for this configuration.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat, it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat will need this updated information for the final plat.
 - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings. This development is utilizing Private ROWs.
 - *Utility Easements:* The General Utility Easement required for property has been indicated on the plat.
 - *Signature Boxes:* Signature Boxes will be required for the Final Plat.

- **Site Plan:** The multi-family use requires the submission of a site plan to the Planning Commission for approval.
- **Architectural Review:** The project requires an architectural site plan review.
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission. Staff feels comfortable with the approval of these plans with the condition that the proposed fencing between the detention basin and the canal be corrected or clarified.

No approval letter from BWCD was provided. Also, although there are no changes proposed for the utilities crossing the DWCCC ROW, the previously approved plans proposed grading of materials inside the ROW and retaining walls along the ROW line, while the revised plans do not appear to include any grading or retaining walls. While these changes may be acceptable to DWCCC, an approval letter documenting such approval is still needed. **Conditional approval may be granted but must include this requirement.**

- **Development Agreement:** Deer Run Investments has an approved Development Agreement and project located at approximately 7870 S 2700 E. This project is currently in the Commercial-Overlay Zone and has an entitled use commonly referred to as “The Lofts”.

The developer has since reached out to the City and requested to submit a new project. In a meeting with the City Council, they presented an alternative site plan and asked if they can begin the process of a development agreement. City Council Directed the Mayor to convene a development agreement committee and begin the process of negotiations.

The Developer submitted a draft development agreement to the City. The committee met and reviewed the recommendations, and sent their revisions on to the developer. Through the conversations, the main concerns that were expressed by the Committee was the look and feel of the units and the spacing of the buildings.

The City Council has reviewed the draft agreement and has indicated that they are comfortable with the proposal moving forward but limited the requested density to no more than 35 units. The developer has come back with a proposal that meets the density criteria. The developer and Planning Commission have submitted some revisions on the drafted development agreement and they will review both the revised copy and the original draft to make a determination. Some items that were not on the original draft include:

- Addition of minimum lot width for the development of 23 feet
- Exclusion of Certain Units from having a 22'x22' garage.
- Specifying in writing the need to provide rock, stone, or masonry wainscoting on all sides of the structure.
- Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances.

- Clarifying the timeline for the development agreement stating that if work has not commenced in the time frame on the vertical construction of the project in the 5 years then it shall be void.
- **Landscape Plan:** A landscape plan was submitted. Overall, the plan is complete, however there are some minor revisions that are needed. The Planning Commission can choose to move forward with a conditional approval with the following provisions.
 - Trees are being shown in the park strip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (including along Deer Run Drive).
 - Include an irrigation plan for the detention basin.
 - Update the landscape plan to include the section that is labeled as “Road Dedication”. Currently there is no landscape proposed, however, even though that portion has been dedicated to the city as part of the ROW it would still need to be landscaped with the remainder of the site. Staff would also recommend putting into the Development Agreement the provision that the HOA will continue to maintain this area as part of the overall landscaping.

This is a new project. Therefore, any previous approvals do not have bearing on this project.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The current zoning for this project is Commercial-Overlay (C-O). The development agreement illustrates the need for the Applicant to rezone the property to Residential Multi-Family Seven (R-7). They have submitted an application for this rezone in conjunction with the project.

Because the City has initiated the process to remove the R-7 zone and instate new zoning code, city staff have advised the applicant to proceed with the R-7 zoning until a comparable zone is on the books. At which point the development agreement can be amended prior to approval and the rezone request can be amended as well if the zoning code changes.

PL-2: PROJECT SIZE

The Project's approximately 3.175 acres. A portion of the project is located to the north of the canal. This area will be used for a storm water basin.

PL-3: LOT AREAS

In the development agreement we do not have a minimum lot size.

PL-4: LOT WIDTH

Minimum widths on the new R5 code have the minimum townhome width set at 24 feet. This will need to be updated in the Development Agreement to include a minimum lot width section to accommodate the 23-foot width. This has been added to the development agreement draft.

PL-5: SETBACKS

Setbacks are delimited through the Development Agreement as follows:

- a. 10 feet minimum from any public street;
- b. 10 feet front setback from any private street;
- c. 10 feet side setback from any private street
- d. 10 feet minimum from any property line; and
- e. 10 feet minimum from any other non-attached structure.

PL-6: ACCESS

There are no concerns from City Staff about the access points of this development. A full civil set is not required at this stage of development. The developer has provided sight triangle diagrams for the access points.

PL-7: ROADS

Developer will be constructing a private ROW loop. The specifications utilized in the design meet the City Standards. The development utilizes shared private driveways. This will not be considered a roadway for the project but will be constructed with concrete. From the Development Agreement:

Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

PL-8: LANDSCAPING

Developer has submitted a landscape plan. At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. The plan is sufficient for the code. More detail is needed for the irrigation plan of the storm water

basin. There are trees that are put in the park strip. Some changes need to happen to ensure sight triangles are maintained.

PL-9: ARCHITECTURAL REVIEW

Developer has submitted renderings for a similar project they have completed in North Salt Lake for review.

PL-10: FENCING

A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.

PL-11: SITE PLAN

Parking: The developer has included 26 separate and distinct parking spaces for guest parking. This is more than adequate for the development. Each phase also has enough guest parking to cover each phase through development.

PL-12: OPEN SPACE

From the Development Agreement: Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure. The development requires 19,000 square feet of open space. The total open space that is within main project area is sufficient for the development.

PL-13: DESIGN STANDARDS

The development agreement has various design criteria that are listed for the development. Developer has supplied renderings as mentioned previously. The standards reflected in the document are:

- a. Exterior Finishes. All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to Exhibit C.
- b. Architectural Variation. The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
- c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.
- d. Driveways. In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
- e. Roof Style. Roof design shall not include the use of flat roofs.

Engineering Review

EN-1: **GENERAL**

- There are no additional will serve letters needed for the project.
- Letters or communication have been received from South Weber Water Improvement District, Davis and Weber Counties Canal Company acknowledging the development changes, a plan approval letter is still needed for DWCCC as well as a plan approval letter from Weber Basin Water Conservancy District.
- The developer has received addendums for their Traffic and Geotechnical Studies required for the development.

EN-2: **PLAT**

- Items received comply with the requirements for a preliminary plat.

EN-3: **SITE & IMPROVEMENT PLANS**

- The proposed fencing between the detention basin and the canal does not follow the property/ROW line. This puts property owned by the developer on the inside of the fence. This seems unnecessary and causes concern for maintenance of the property on the inside of the fence. Developer either needs to put the fence along the property line or provide an explanation as to why the fencing needs to be in the proposed location.


EN-4: **LANDSCAPE PLANS**

- Trees in Park strip / Sight Triangles. Trees are being shown in the park strip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (including along Deer Run Drive).
- Irrigation Plans. No irrigation plan was provided for the detention basin area.
- Dedication Area. The area labeled as "Road Dedication" does not show any landscaping. This area is still part of the project and needs to be landscaped.



MEMORANDUM

TO: Joseph Cook & Henry DeVarona (Sunset Builders) – Developer
Leland Martineau (Entellus) – Developer’s Engineer

FROM: Brandon K. Jones, P.E.
South Weber City Engineer 

CC: Trevor Cahoon – South Weber Community Services Director
Kim Guill – South Weber Development Coordinator

RE: **DEER RUN TOWNHOMES**
Engineering Review #1
Engineering Review #2

Date: January 25, 2023
March 2, 2023

--- RESUBMITTAL REQUIRED ---

Our office has completed a review of the preliminary submittal received on January 18, 2023, for the Deer Run Townhomes Development, located on the same property of the former Lofts at Deer Run Development. [Subsequent plans were submitted to the City on February 23, 2023.](#) We offer the following comments:

GENERAL

E1. Will Serve Letters.

A. No additional “will serve” documentation is needed.

E2. Plan Review Approval Letters. Even though there is a current development plan approved for the property, final plans for this new concept and layout must be sent to and an approval letter received from the following entities: WBWCD, SWWID, and DWCCC.

-We acknowledge receipt of an email from SWWID indicating that they will provide an addendum letter following their next Board meeting indicating that they are aware of the revised development, but since there are no proposed changes to their facilities that the previous approval still applies.

-We also acknowledge receipt of a letter from Leland K. Martineau, P.E. (Development Engineer) certifying that there are no changes to anything within the DWCCC Right-of-Way between the previously approved plans and the current revised plans.

NOT COMPLETE – No approval letter from WBWCD was provided. Also, although there are no changes proposed for the utilities crossing the DWCCC ROW, the previously approved plans proposed grading of materials inside the ROW and retaining

DEER RUN TOWNHOMES
 Engineering Review #1
 Engineering Review #2
 January 25, 2023
 March 2, 2023

Page 2 of 3

walls along the ROW line, while the revised plans do not appear to include any grading or retaining walls. While these changes may be acceptable to DWCCC, an approval letter documenting such approval is still needed.

- E3. Updated Studies. Even though there is a current development plan approved for the property, plans for this new concept and layout need to be sent to A-Trans and CMT. They do not need to provide new reports, but they do need to provide an official addendum or update to their original studies that address any changes relative to the change in layout and use.

COMPLETE – A Land Use Change Review Addendum, dated January 16, 2023, was provided by A-Trans related to potential traffic impact. Due to the reduction in units, the proposed daily trips are about 60% less than the previously approved plans, and 3 access points were reduced to 2. Therefore, the previous traffic impact study is still applicable.

-Also, Addendum Letter No. 3, dated January 23, 2023, was provided by CMT related to geotechnical considerations. This addendum indicates that the previous "...recommendations remain applicable for the updated, proposed use and additional geotechnical study is not required at this time."

- E4. Private Utilities. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance. We will provide a draft for review.

COMPLETE FOR PRELIMINARY – This will be part of Final Approval.

PLAT

- E5. Phasing. The proposed phasing seems counterintuitive as Phase 1 requires a lot of out-of-phase utility installation through later phases. We just want to be sure that the developer is aware that each phase will have to be self-sufficient.

COMPLETE

- E6. Road Dedication. There is a space piece of ground on the northwest corner of the Deer Run Dr / 2700 East intersection that is shown as being dedicated to the road. We need some explanation as to why this is being proposed.

COMPLETE

- E7. Missing parcel. The open space parcel (Parcel A) appears to have an additional parcel immediately adjacent to the south that is not being included. This should be included.

COMPLETE FOR PRELIMINARY – The use, fencing, and maintenance of the property between the existing fence along the Canal and the property/ROW line will need to be addressed and agreed to between the Developer and DWCCC prior to Final Approval. This is not a plat item. It is related to Item E2 above.

- E8. Property/Ownership Table. The preliminary plat needs to be updated to show the proposed ownership of the property correctly. For example, the private road is being shown as open space, but should be shown as Limited Common. Please review all areas and update accordingly.

COMPLETE

DEER RUN TOWNHOMES
Engineering Review #1
Engineering Review #2
January 25, 2023
March 2, 2023

Page 3 of 3

- E9. Addresses. Addresses for the lots will be provided by our office with the next review.
COMPLETE – Provided addresses to Developer.

IMPROVEMENT PLANS

- E10. Usable Open Space. The usable open space figure shows a portion of the dog park on property that is not shown as being owned by the developer. This is likely tied to the same issue mentioned above in E7.
NOT COMPLETE – The dog park has been removed. However, the proposed fencing between the detention basin and the canal does not follow the property/ROW line. This puts property owned by the developer on the inside of the fence. This seems unnecessary and causes concern for maintenance of the property on the inside of the fence. Please put the fence along the property line or provide an explanation as to why the fencing needs to be in the proposed location.

LANDSCAPE PLANS

- E11. Trees in Parkstrip / Sight Triangles. Trees are being shown in the parkstrip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the parkstrip (including along Deer Run Drive).
- E12. Irrigation Plans. No irrigation plan was provided for the detention basin area.
- E13. Dedication Area. The area labeled as “Road Dedication” does not show any landscaping. This area is still part of the project and needs to be landscaped.



DEVELOPER

NATIONAL COMMERCIAL PROPERTIES

Contact: Joseph Cook
784 S Parkway Drive
North Salt Lake, UT 84054
Phone: 850-699-3448
jcook@nccp.com

DEER RUN TOWNHOMES

7870 S 2700 EAST
 LOCATED IN THE SW 1/4 OF SECTION 36, T.5N., R.1W.,
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

REVISIONS							
DRAWN: JH	2023-02-						
APPROVED: LKM	2023-02-						
PROJECT #:	10250						
PLANSET	1025006G.dwg						

C450
PRELIMINARY PLAT

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REVISIONS

DRAWN: JH	2023-02-14
APPROVED: LKM	2023-02-14
PROJECT #:	1025006
PLANSET	1025006G.dwg

C210
CONTEXT PLAN

DEER RUN TOWNHOMES

7870 S 2700 EAST
LOCATED IN THE SW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DEVELOPER

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Contact: Joseph Cook
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7870 S 2700 EAST
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SOUTH WEBER CITY, DAVIS COUNTY, UTAH

REVISIONS

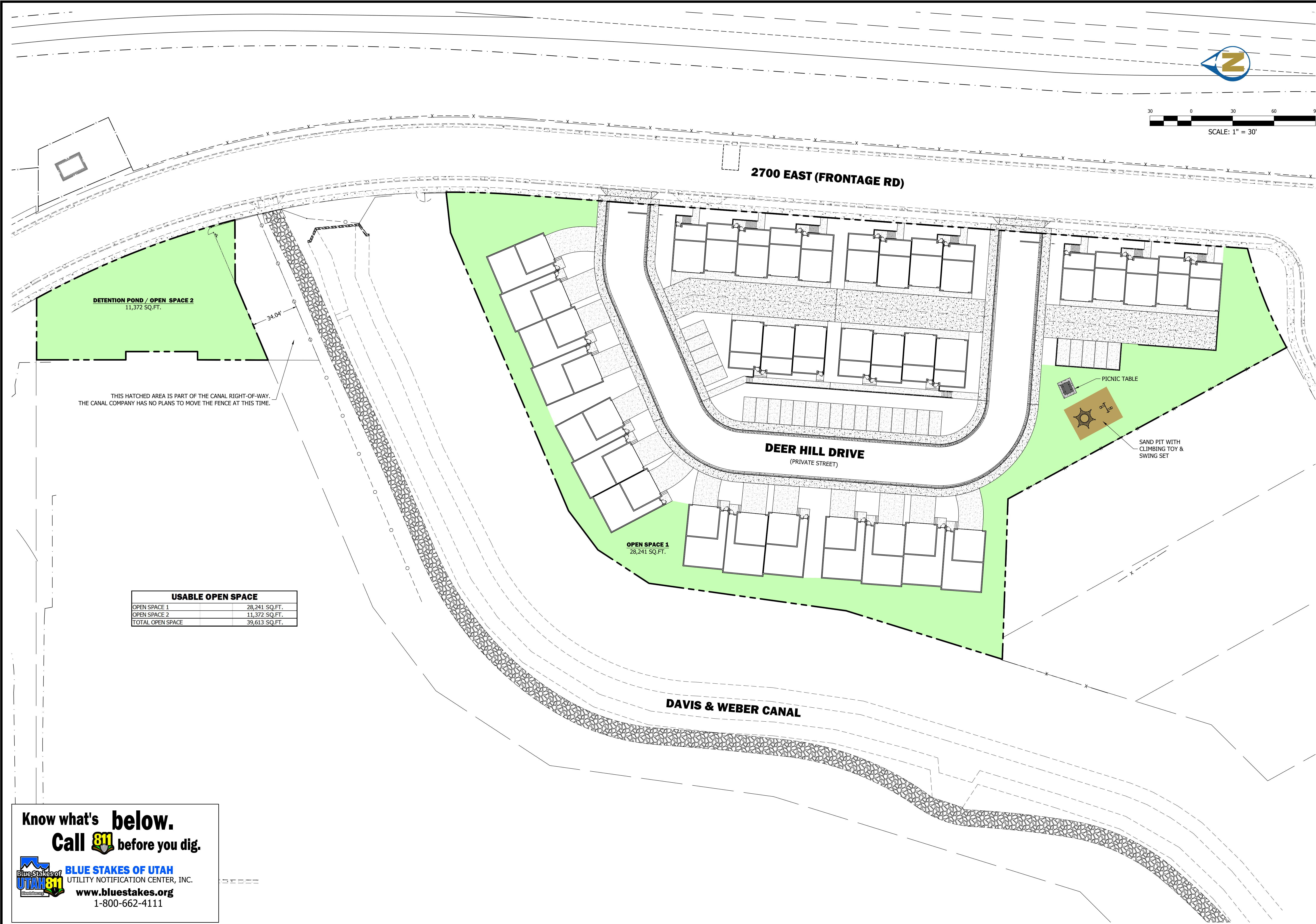
DRAWN: JH	2023-02-14
APPROVED: LKM	2023-02-14
PROJECT #:	1025006
PLANSET 1025006G.dwg	

C400
SITE PLAN

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REVISIONS

DRAWN: JH 2023-02-14

APPROVED: LKM 2023-02-14

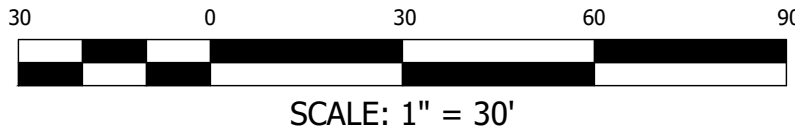
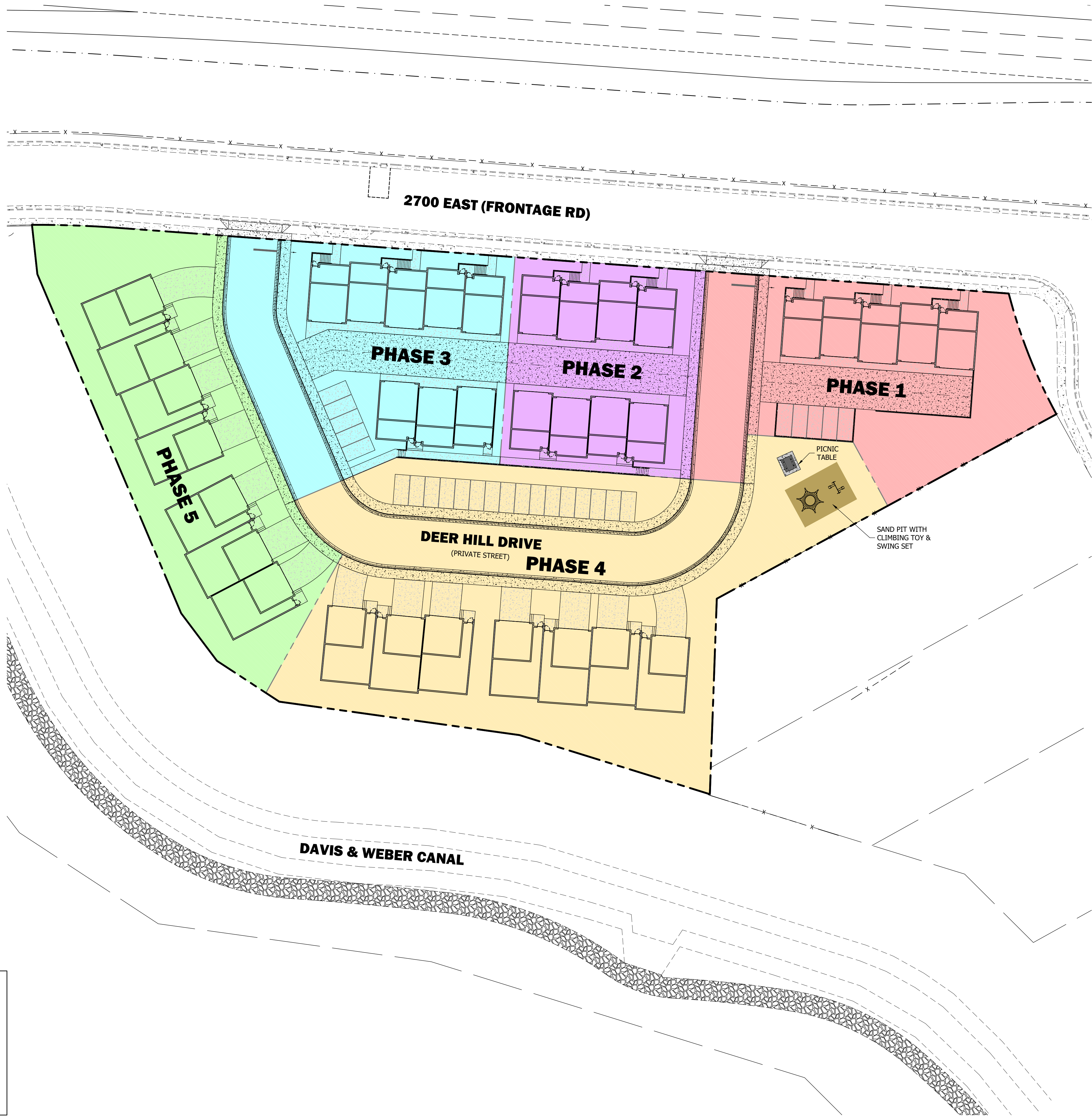
PROJECT #: 1025006

PLANSET 1025006G.dwg

C410

USABLE OPEN SPACE

53 of 101



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APPROVED: LKM	2023-02-14
PROJECT #:	1025006
PLANSET	1025006G.dwg

C420
PHASING PLAN

DEER RUN TOWNHOMES

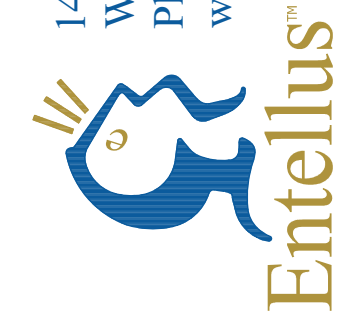
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LOCATED IN THE SW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

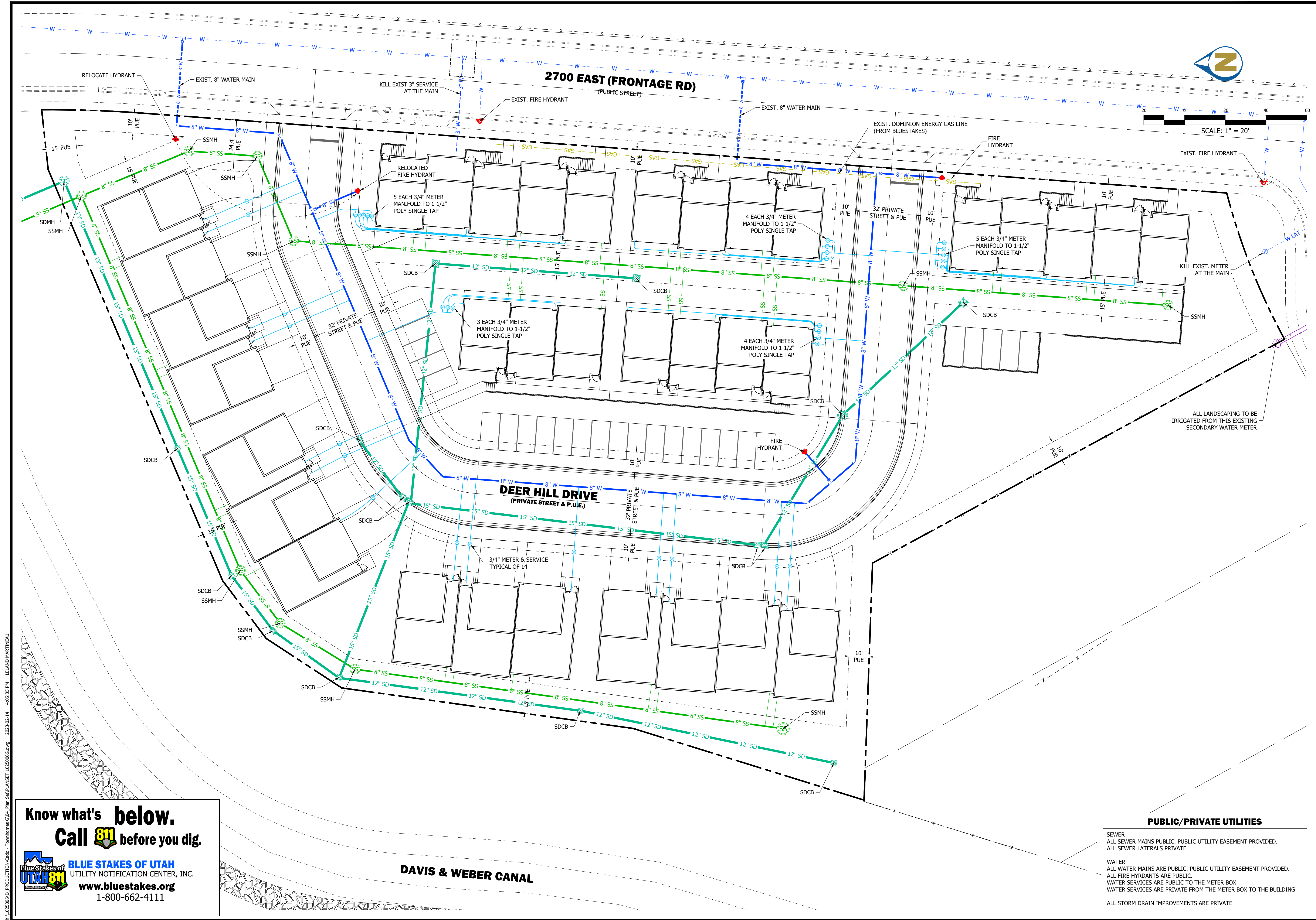
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ALL SEWER LATERALS PRIVATE

WATER
ALL WATER MAINS ARE PUBLIC. PUBLIC UTILITY EASEMENT PROVIDED.
ALL FIRE HYDRANTS ARE PUBLIC.
WATER SERVICES ARE PUBLIC TO THE METER BOX.
WATER SERVICES ARE PRIVATE FROM THE METER BOX TO THE BUILDING

ALL STORM DRAIN IMPROVEMENTS ARE PRIVATE

REVISIONS

DRAWN: JH 2023-02-14
APPROVED: LKM 2023-02-14
PROJECT #: 1025006
PLANSET 1025006G.dwg

C600
UTILITY PLAN

DEER RUN TOWNHOMES

7870 S 2700 EAST
LOCATED IN THE SW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

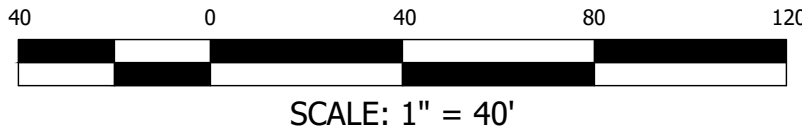
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Entellus

STRIPING & SIGNAGE



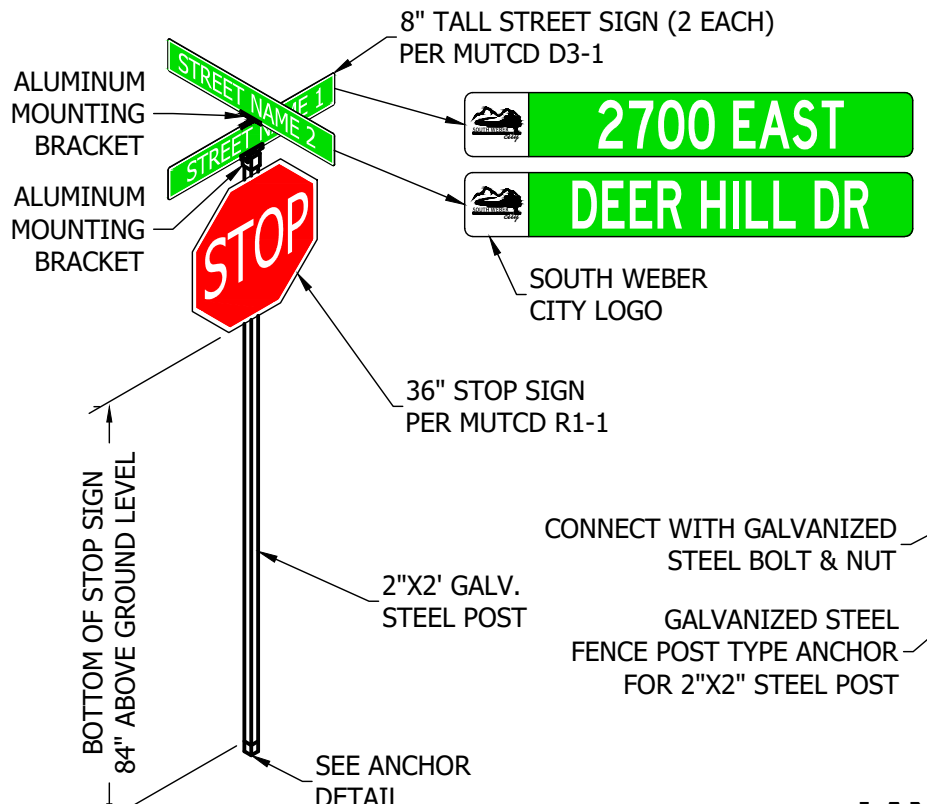
CLEAR SIGHT ZONES
(NORTH ENTRANCE)

CLEAR SIGHT ZONES
(SOUTH ENTRANCE)

STOP SIGN / STREET SIGN
12" SOLID WHITE
STOP BAR

STOP SIGN / STREET SIGN
12" SOLID WHITE
STOP BAR

- NOTES
1. SIGN IS TO BE REFLECTIVE MATERIAL ON AN ALUMINUM BACKING PLATE.
 2. SEE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) R1-1 FOR STOP SIGN LAYOUT & COLORS.
 3. SEE MUTCD D3-1 FOR STREET SIGN LAYOUT AND COLORS.



POLE-MOUNTED SIGN

LANDSCAPE
ANCHOR TYPE

**R1-1 STOP SIGN
WITH D3-1 STREET SIGN**

SN-1
C400
TYPICAL
N.T.S.

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DEVELOPER

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784 S Parkway Drive
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Phone: 850-699-3448
sunsetbuilders1@gmail.com

DEER RUN TOWNHOMES

7870 S 2700 EAST
LOCATED IN THE SW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

REVISIONS

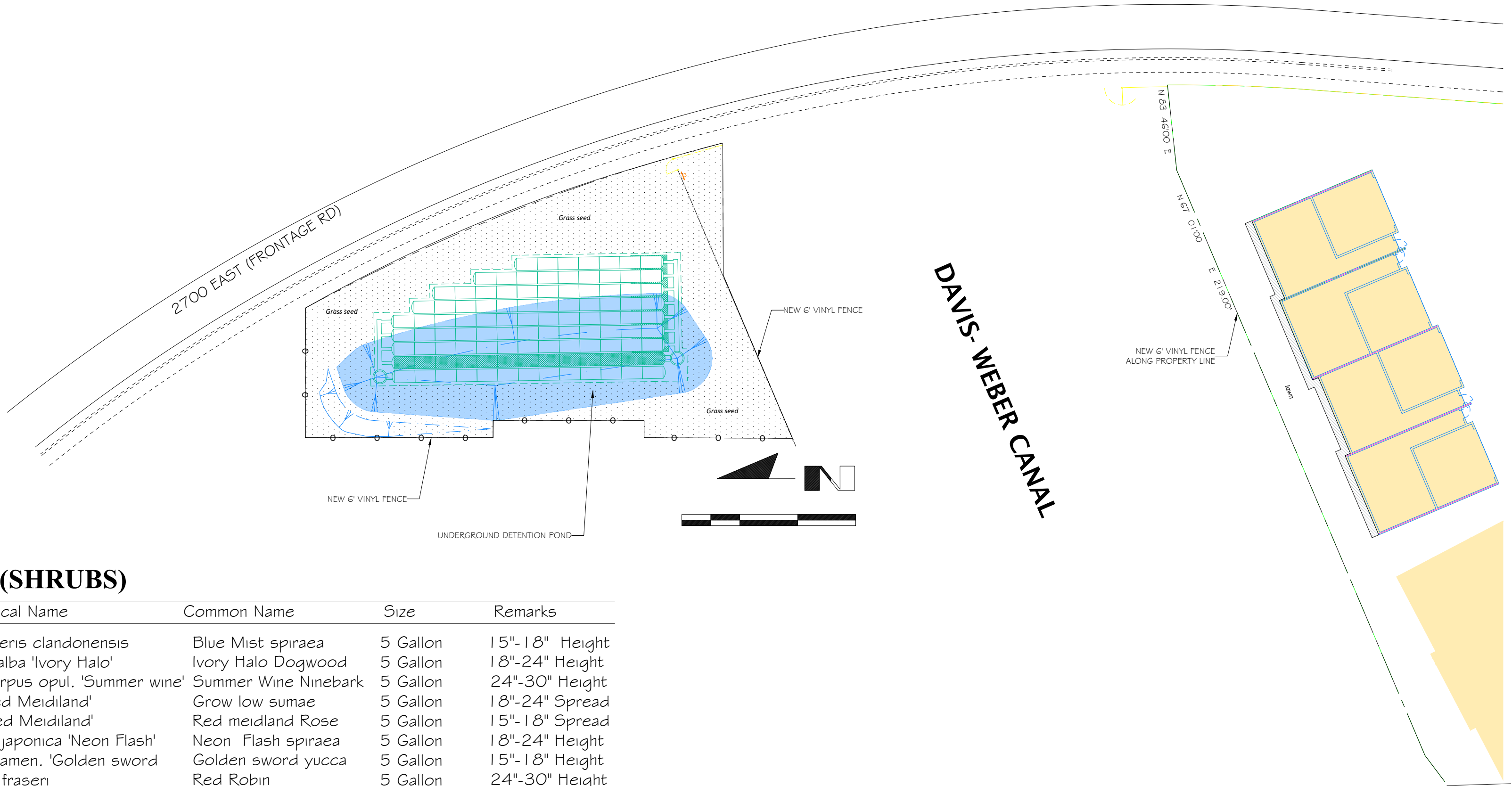
NO.	DESCRIPTION	DATE

DRAWN: JH 2023-02-14
APPROVED: LKM 2023-02-14
PROJECT #: 1025006
PLANSET 1025006G.dwg

C430
AASHTO CLEAR SIGHT ZONES



L-1a



Plant List (SHRUBS)

Quan.	Symbol	Botaniical Name	Common Name	Size	Remarks
18	⊗	Caryopteris clandonensis	Blue Mist spiraea	5 Gallon	15"-18" Height
3	⊗	Cornus alba 'Ivory Halo'	Ivory Halo Dogwood	5 Gallon	18"-24" Height
5	⊗	Physocarpus opul. 'Summer wine'	Summer Wine Ninebark	5 Gallon	24"-30" Height
27	⊗	Rhus 'Red Meidiland'	Grow low sumae	5 Gallon	18"-24" Spread
31	⊗	Rosa 'Red Meidiland'	Red meidland Rose	5 Gallon	15"-18" Spread
11	⊗	Spiraea japonica 'Neon Flash'	Neon Flash spiraea	5 Gallon	18"-24" Height
34	⊗	Yucca filamen. 'Golden sword'	Golden sword yucca	5 Gallon	15"-18" Height
8	⊗	Photinia fraseri	Red Robin	5 Gallon	24"-30" Height
8	⊗	Abelia glandiflora	Glossy abellia	5 Gallon	18"-24" Spread
30	⊗	Eonymous japonicus	Japanese eonymous	5 Gallon	15"-18" Spread
8	⊗	Potentilla fruticosa	shrubby cinquefoil	5 Gallon	18"-24" Height
4	⊗	Berberis thunbergii	Dwarf barberry	5 Gallon	15"-18" Height
4	⊗	Hibiscus syriacus	Rose of Sharon	5 Gallon	18"-24" Spread
6	⊗	Juniperus comunis	Common Juniper	5 Gallon	15"-18" Spread
7	⊗	Lavandula angustifolia	English Lavender	5 Gallon	18"-24" Height
16	⊗	Santolina chamaecyparissus	Santolina	5 Gallon	15"-18" Height
-	⊗	Buxus sempervirens (Hedge)	Boxwood	5 Gallon	15"-18" Height
6	⊗	Annabelle hydrangea	Smooth hydrangea	5 Gallon	18"-24" Height
2	⊗	Chamaecyparis pisifera	Golden Mop	5 Gallon	15"-18" Height

Plant List (PERENNIALS)

Quan.	Symbol	Botaniical Name	Common Name	Size	Remarks
22	①	Hemerocallis 'stella d'Oro'	Stella d'oro Day Lily	1 Gallon	Full Can
25	②	Lavendula angustifolia	English Lavender	1 Gallon	Full Can
6	③	Salvia 'May Night'	May Night salvia	1 Gallon	Full Can

Plant List (ORNAMENTAL GRASSES)

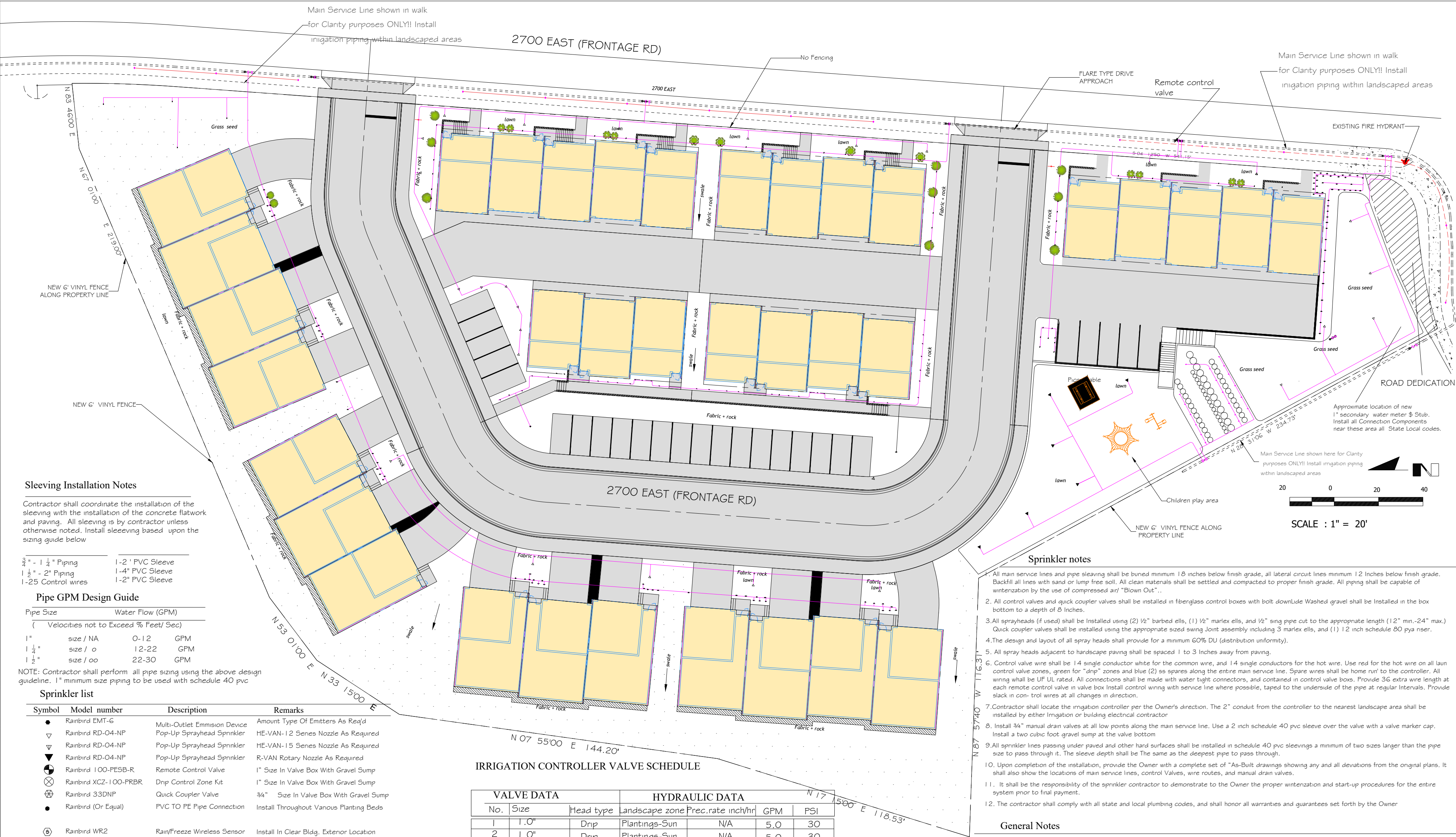
Quan.	Symbol	Botaniical Name	Common Name	Size	Remarks
65	①	Calamagrostis a. 'Karl Foerster'	Karl foerster feather grass	5 Gallon	24"-30" Height
33	②	Panicum Virginatum 'Shenandoah'	Shanandoah switch grass	5 Gallon	18"-24" Height
5	③	Pennisetum alop. 'Hamein'	Hamesh Fountain Grass	5 Gallon	12"-15" Height

Plant List (TREES)

Quan.	Symbol	Botaniical Name	Common Name	Size	Remarks
8	⊗	Malus sp. 'spring snow'	Spring snow crab	2" Calliper	Full Head Crown
1	⊗	Prunus virginata 'canada Red'	Canadian Red cherry	8'-10' Height	Straight Trunk
-	⊗	Pyrus callaryana 'chanticlear'	Chanticlear flowering pear	2" Calliper	Full Head Crown
6	⊗	Zaicova serrata 'Green Vase'	Green vase zelvova	8'-10' Height	Straight Trunk
24	⊗	Zelvova serrata 'Mwashino'	Mwashino zelvova	2" Calliper	Full Head Crown
				10'-12' Height	Straight Trunk
				8'-10' Height	Straight Trunk

LANDSCAPE
PLANTING
PLAN

L-1b



Sleeving Installation Notes

Contractor shall coordinate the installation of the sleeving with the installation of the concrete flatwork and paving. All sleeving is by contractor unless otherwise noted. Install sleeving based upon the sizing guide below

3/4" - 1 1/4" Piping	1-2" PVC Sleeve
1 1/2" - 2" Piping	1-4" PVC Sleeve
1-25 Control wires	1-2" PVC Sleeve

Pipe GPM Design Guide

Pipe Size	Water Flow (GPM)
(Velocities not to Exceed % Feet/ Sec)	
1" size / NA	0-12 GPM
1 1/4" size / o	12-22 GPM
1 1/2" size / oo	22-30 GPM

NOTE: Contractor shall perform all pipe sizing using the above design guideline. 1" minimum size piping to be used with schedule 40 pvc

Sprinkler list

Symbol	Model number	Description	Remarks
●	Rainbird EMT-G	Multi-Outlet Emimision Device	Amount Type Of Emitters As Req'd
▽	Rainbird RD-04-NP	Pop-Up Sprayhead Sprinkler	HE-VAN-12 Series Nozzle As Required
▽	Rainbird RD-04-NP	Pop-Up Sprayhead Sprinkler	HE-VAN-15 Series Nozzle As Required
▽	Rainbird RD-04-NP	Pop-Up Sprayhead Sprinkler	R-VAN Rotary Nozzle As Required
⊕	Rainbird 100-PESB-R	Remote Control Valve	1" Size In Valve Box With Gravel Sump
⊗	Rainbird XCZ-100-PRBR	Dnp Control Zone Kit	1" Size In Valve Box With Gravel Sump
⊗	Rainbird 33DNP	Quick Coupler Valve	3/4" Size In Valve Box With Gravel Sump
●	Rainbird (Or Equal)	PVC TO PE Pipe Connection	Install Throughout Vanoous Planting Beds
Ⓢ	Rainbird WR2	Rain/Freeze Wireless Sensor	Install In Clear Bldg. Extenor Location
⦶	Mueller Onseal Mark II	Stop & Waste Valve	Size / Install Inside Curb Bd
⊠	AMiAD 2" T Series	Semi-Automatic Water Filter	Install Below Grade In Jumbo Sized Box
=====	Schedule 40 PVC	Main Service Line	1 1/2" Size Throughout
—————	Schedule 40 PVC	Lateral Circuit Line	Pipe Size As Required / 1 Min. Size

Emitter Installation Guide

PLANT SIZE	EMITTER DEVICE	QUANTITY
1 Gallon Shrub plant Matenal	XB- 1OPC (1 Gal/hr.)	Two each
5 Gallon Shrub Plat Matenal.	XB- 2OPC (2Gal/hr.)	Two each
7 Gallon Shrub Plant Matenal	XB- 2OPC (2 Gal/hr.)	Three each

Final selection of emitter types and quantity to be responsibility of the irigation contractor in order to provide the optimum amount of precipitation to each plant. In addition to complying with project warranties

IRRIGATION CONTROLLER VALVE SCHEDULE

VALVE DATA			HYDRAULIC DATA			
No.	Size	Head type	Landscape zone	Prec.rate inch/hr	GPM	PSI
1	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
2	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
3	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
4	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
5	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
6	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
7	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
8	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
9	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
10	1.0"	Dnp	Plantings-Sun	N/A	5.0	30
11	1.0"	Spray	Lawn-West	1.58	30	30
12	1.0"	Spray	Lawn- South	1.58	30.0	30
13	1.0"	Spray	Lawn-South	1.58	25.0	30
14	1.0"	Spray	Lawn- South	1.58	25.0	30
15	1.0"	Spray	Lawn- North	1.58	15.0	30
16	1.0"	Spray	Lawn-		20.0	30

Sprinkler notes

- All main service lines and pipe sleeving shall be buned minimum 18 inches below finish grade, all lateral circuit lines minimum 12 Inches below finish grade. Backfill all lines with sand or lump free soil. All clean materials shall be settled and compacted to proper finish grade. All piping shall be capable of wintenzation by the use of compressed air/ "Blown Out"..
- All control valves and quick coupler valves shall be installed in fiberglass control boxes with bolt downLide Washed gravel shall be Installed in the box bottom to a depth of 8 Inches.
- All sprayheads (if used) shall be Installed using (2) 1/2" barbed elts, (1) 1/2" marlex elts, and 1/2" sing pipe cut to the appropriate length (12" min.-24" max.) Quick coupler valves shall be installed using the appropriate sized swing Joint assembly including 3 marlex elts, and (1) 12 inch schedule 80 pya nser.
- The design and layout of all spray heads shall provide for a minimum 60% DU (distribution uniformity).
- All spray heads adjacent to hardscape paving shall be spaced 1 to 3 Inches away from paving.
- Control valve wire shall be 14 single conductor white for the common wire, and 14 single conductors for the hot wire. Use red for the hot wire on all laun control valve zones, green for "dnp" zones and blue (2) ss spares along the entire main service line. Spare wires shall be home run' to the controller. All wiring shall be UF UL rated. All connections shall be made with water tight connectors, and contained in control valve boxes. Provide 36 extra wire length at each remote control valve in valve box Install control wiring with service line where possible, taped to the underside of the pipe at regular intervals. Provide slack in con- trol wires at all changes in direction.
- Contractor shall locate the irrigation controller per the Owner's direction. The 2" conduit from the controller to the nearest landscape area shall be installed by either Irrigation or building electrical contractor
- Install 3/4" manual drain valves at all low points along the main service line. Use a 2 inch schedule 40 pvc sleeve over the valve with a valve marker cap. Install a two cubic foot gravel sump at the valve bottom.
- All sprinkler lines passing under paved and other hard surfaces shall be installed in schedule 40 pvc sleeveings a minimum of two sizes larger than the pipe size to pass through it. The sleeve depth shall be The same as the deepest pipe to pass through.
- Upon completion of the installation, provide the Owner with a complete set of "As-Built drawings showing any and all deviations from the original plans. It shall also show the locations of main service lines, control Valves, wire routes, and manual drain valves.
- It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper wintenzation and start-up procedures for the entire system prior to final payment.
- The contractor shall comply with all state and local plumbing codes, and shall honor all warranties and guarantees set forth by the Owner

General Notes

- The contractor shall venfy the exact location of all existing and proposed utilities, and all site conditions prior to beginning construction. The contractor shall coordinate their work with the project manager and all other contractors working on the site.
- The contractor shall venfy the exact location and size of the Irrigation waterline stub, and the available water pressure at the point of connection. Any conflicts from what is shown on the plans shall be brought to the attention of the engineer for a resolution.
- The contractor shall be responsible for the Installation of all irrigation sleeveings under paving and other hard surface areas, whether shown on the plan, or required otherwise. This shall also include the Installation of electical conduit(s) from the controller location to the nearest planting area.
- The controller shall be hardwired to the available 110 volt power source, with all work being performed per state and local codes. The controller shall be located in a convenient location as determined by the Owner and site/building contractor.
- The contractor shall provide all materials, labor, and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.

Submittal requirements

- The contractor shall provide to the Owner/Engineer product data sheets of all irrigation materials such as control valves, control wire, quick coupler valves, control valve boxes, controller(s), pvc piping, dnp tube piping, dnp emitters backflow prevention devices in order to obtain approval to be used on the project, and prior to any shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
- All Irrigation materials shall be located for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to beginning work on the project. No substitutions will be considered following this time period.

LANDSCAPE IRRIGATION PLAN

SHEET NUMBER

L-3

PROJECT NUMBER
14055.14

ISSUE DATE:
OCTOBER 30, 2018

REVISIONS:
No. Date

TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

FRONT
ELEVATION

A2.1



JZW
ARCHITECTS

GENERAL NOTES

- (A) SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS.
- (B) COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
- (C) FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. MATCH
- (D) PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
- (E) COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
- (F) SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- (G) SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

KEYED NOTES

- (1) SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
- (2) FRONT ENTRY DOOR UNIT AS PER DOOR SCHEDULE.
- (3) STONE VENEER
- (4) BATT AND BOARD
- (5) STUCCO
- (6) ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- (7) ROOF VENT - REFER TO ROOF PLAN
- (8) 1" X 10" TRIM
- (9) STEP FOOTING AND FOUNDATION AS INDICATED.
- (10) COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER WOOD FRAME AND POST.
- (11) ALUMINUM FASCIA AND SOFFIT
- (12) 1" X 6" TRIM.
- (13) FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.



FRONT ELEVATION

1/4" = 1'-0"

PROJECT NUMBER
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TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

RIGHT AND LEFT
SIDE ELEVATIONS

A2.2



JZW
ARCHITECTS

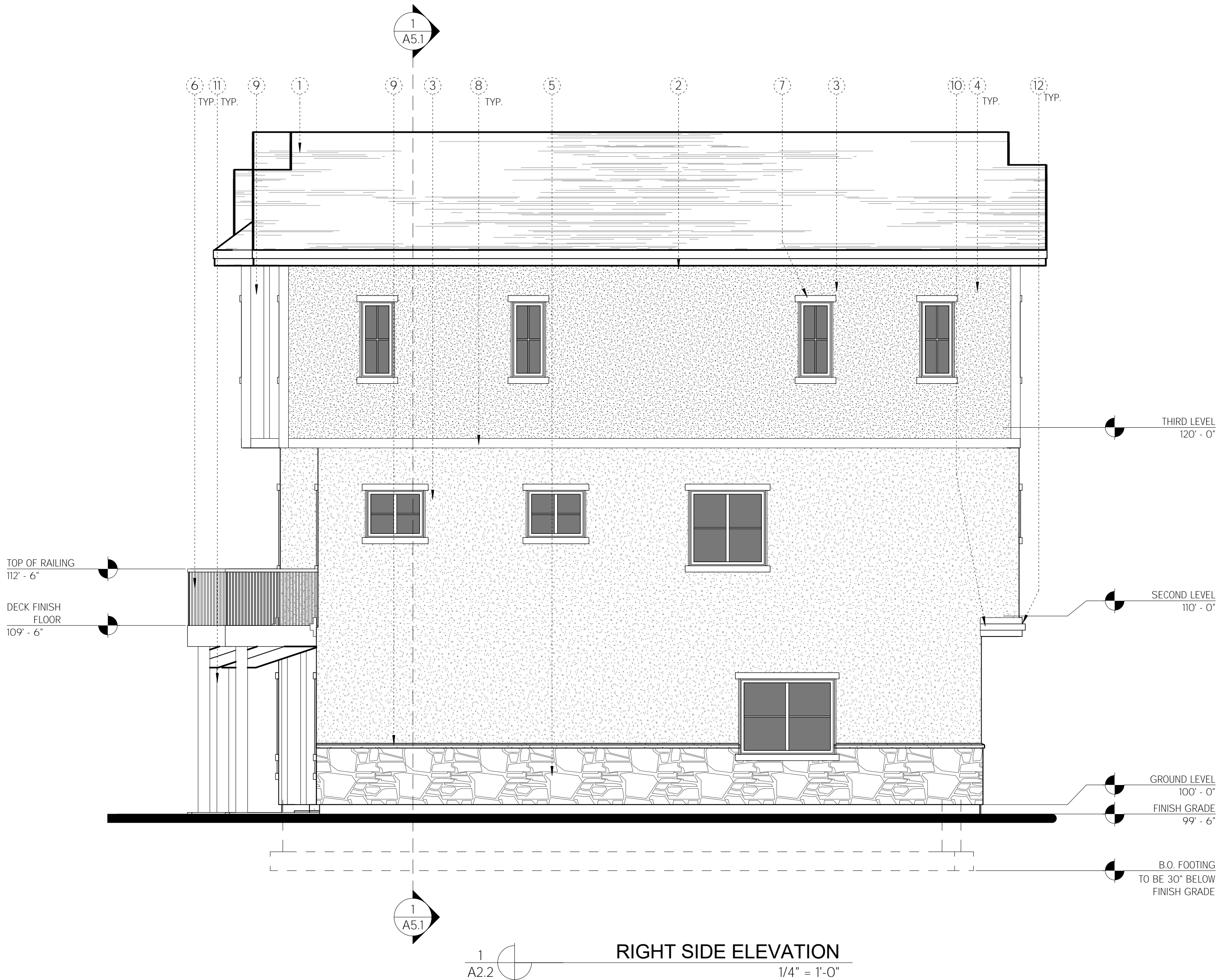
KEYED NOTES

- 1. ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- 2. ALUMINUM FASCIA AND SOFFIT
- 3. STUCCO
- 4. BATT AND BOARD
- 5. STONE VENEER
- 6. SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
- 7. FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.
- 8. 1" X 6" TRIM.
- 9. STONE WAINSCOT CAP.
- 10. 1" X 10" TRIM
- 11. COORDINATE ALL POSTS WITH STRUCTURAL COLUMNS TO BE PAINT OVER WOOD FRAME AND POST.
- 12. THE CANTILEVERS THAT EXTEND BEYOND THE FOOTPRINT INTO THE ALLEY, REQUIRE THAT A PAINTED LINE BE ADDED ON THE GROUND DIRECTLY BELOW TO ENSURE THT NO TALL VEHICLES HIT THE BUILDING.

GENERAL NOTES

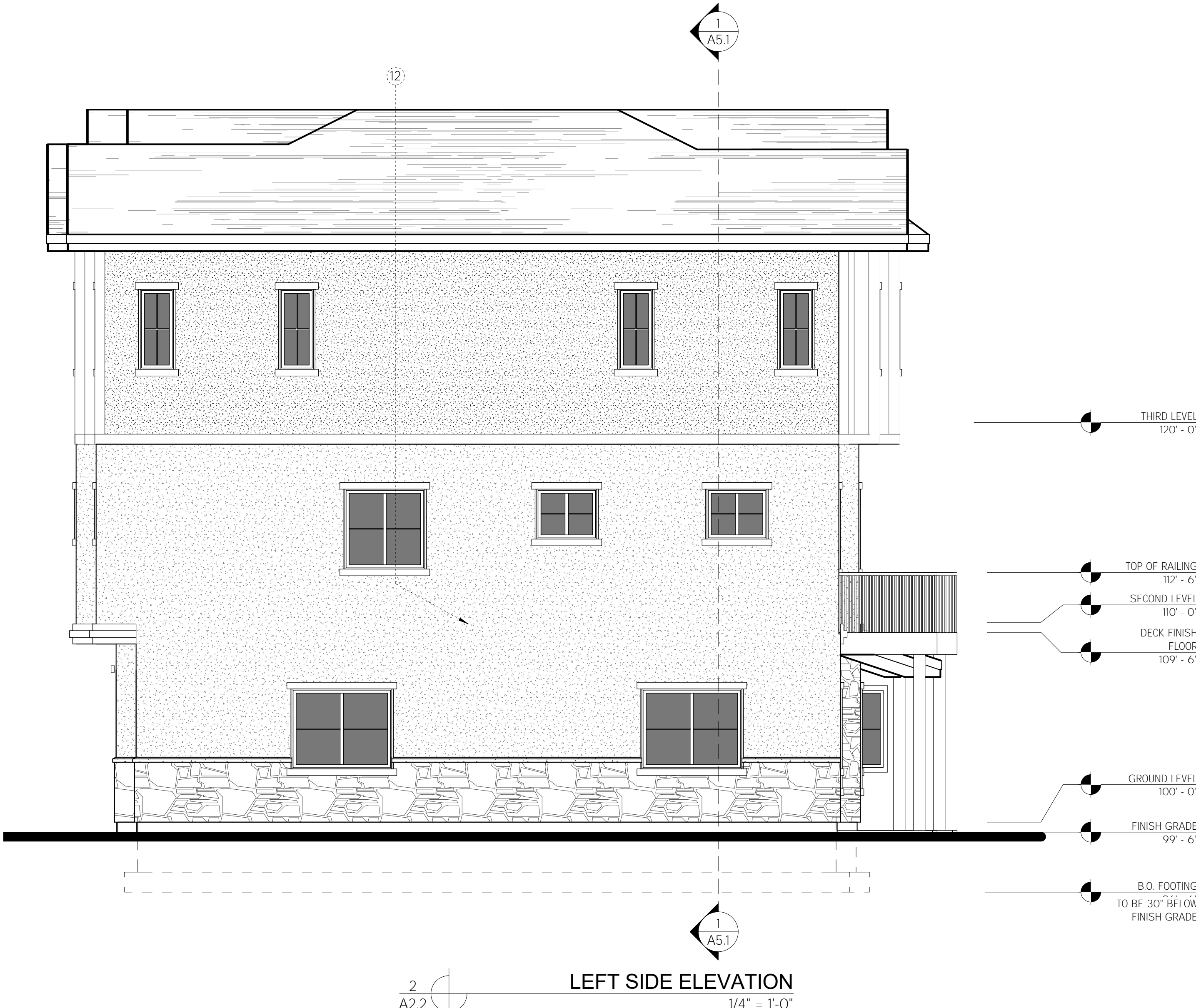
- A. SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
- C. FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. MATCH
- D. PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
- E. COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
- F. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- G. SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

EXAMPLE ONLY



RIGHT SIDE ELEVATION

1/4" = 1'-0"



LEFT SIDE ELEVATION

1/4" = 1'-0"

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TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

REAR ELEVATION

A2.3



JZW
ARCHITECTS

KEYED NOTES

- 1 STEP FOOTING AND FOUNDATION AS INDICATED.
- 2 STONE WAINSCOT CAP.
- 3 1" X 10" TRIM
- 4 BATT AND BOARD
- 5 ROOF VENT - REFER TO ROOF PLAN
- 6 STUCCO
- 7 1" X 6" TRIM.
- 8 FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.
- 9 GARAGE DOOR AS PER FLOOR PLANS AND DOOR SCHEDULE
- 10 STONE VENEER
- 11 ALUMINUM FASCIA AND SOFFIT
- 12 THE CANTILEVERS THAT EXTEND BEYOND THE FOOTPRINT INTO THE ALLEY, REQUIRE THAT A PAINTED LINE BE ADDED ON THE GROUND DIRECTLY BELOW TO ENSURE THT NO TALL VEHICLES HIT THE BUILDING.

GENERAL NOTES

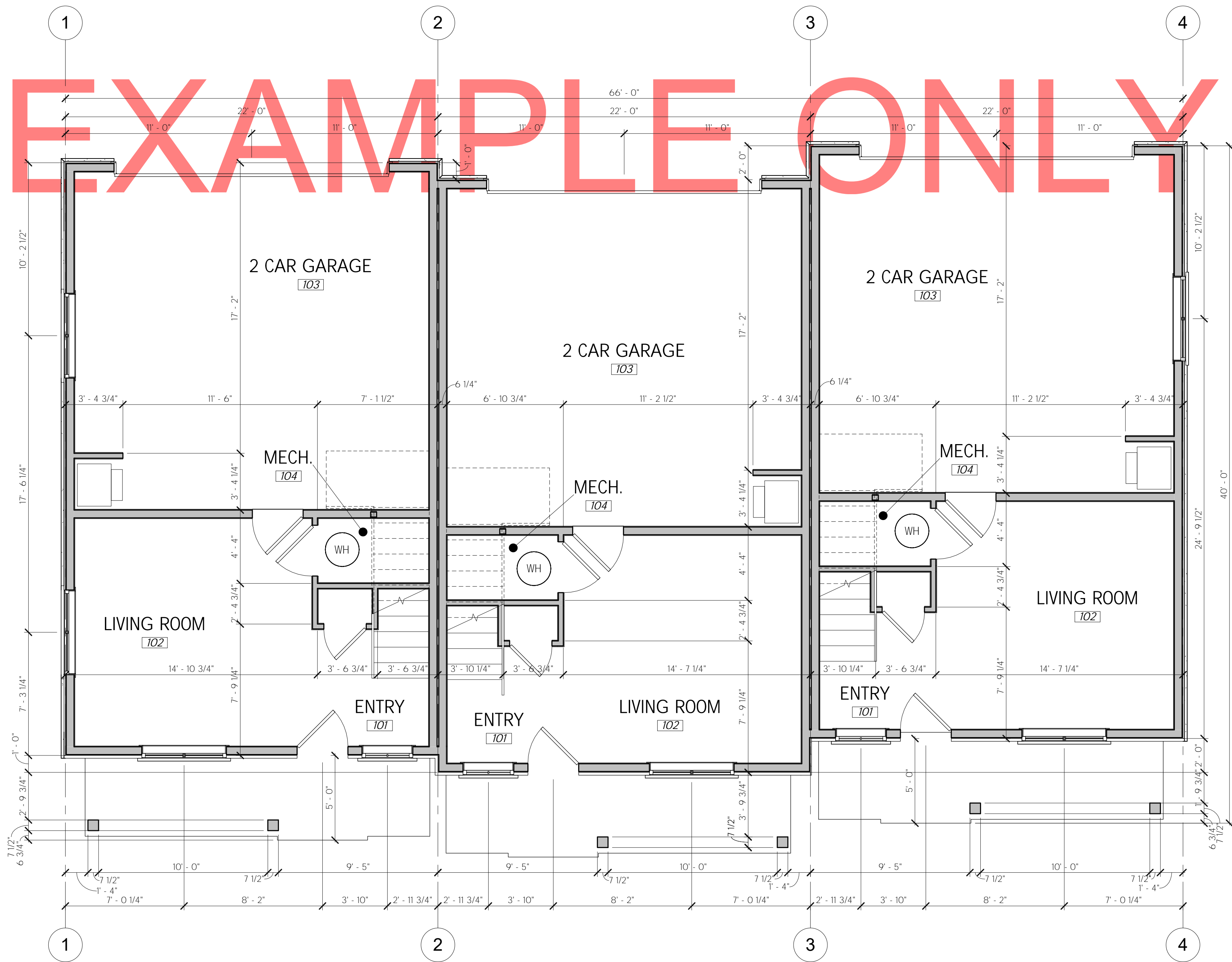
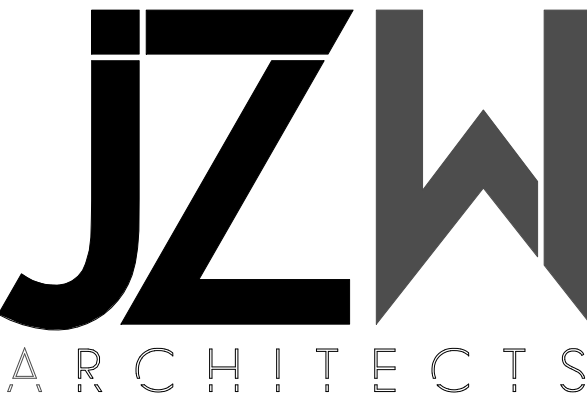
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- F SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- G SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.



TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

THREE PLEX
GROUND LEVEL
FLOOR PLAN

A1.1



NOTE: SEE SHEET A1.4 FOR DIMENSIONS OF UNITS

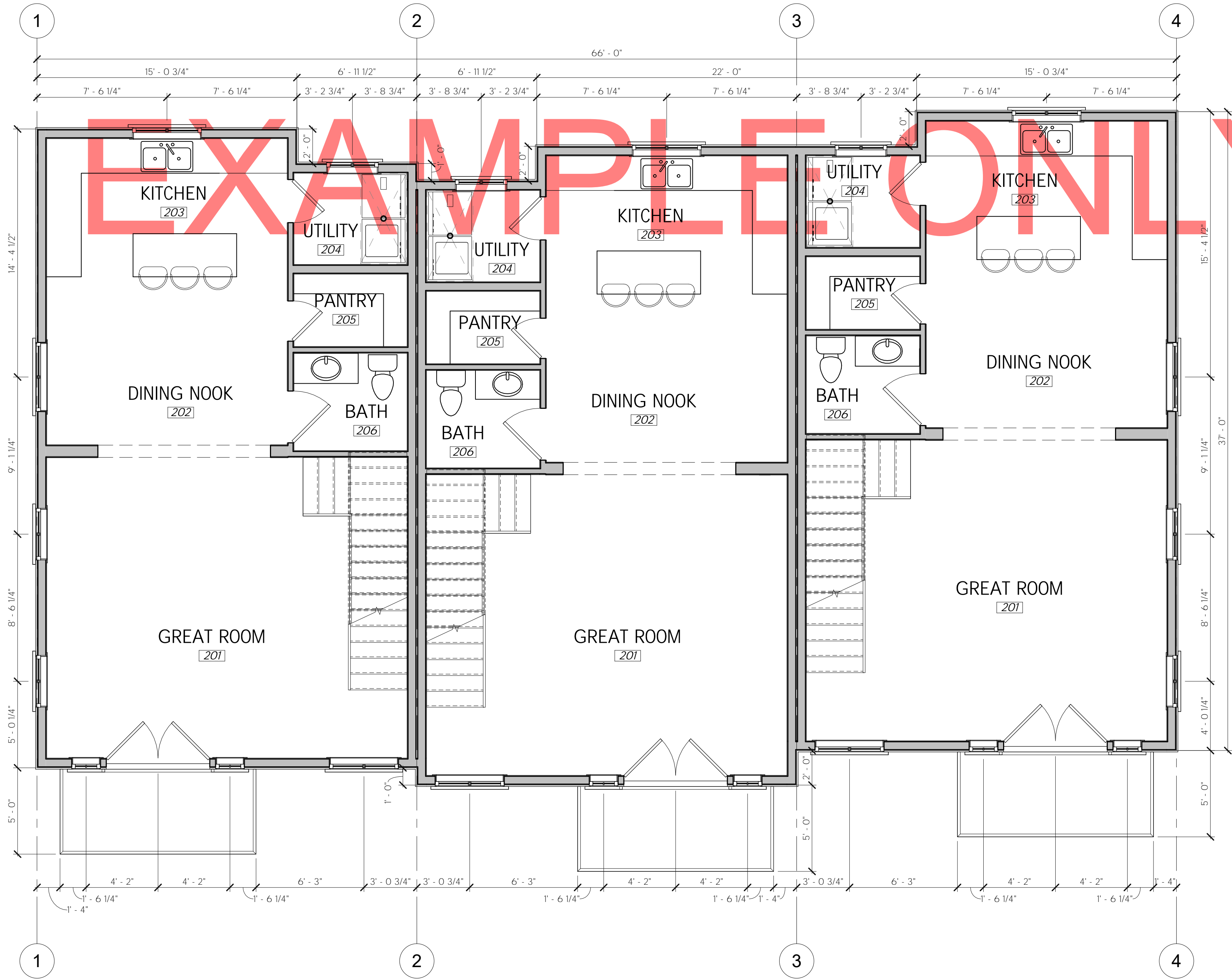
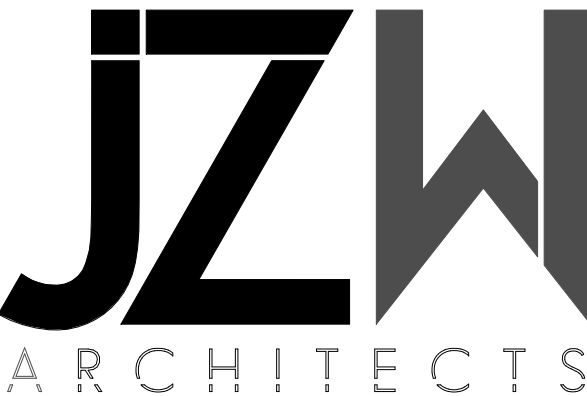


FOUR PLEX GROUND LEVEL
FLOOR PLAN
1/4" = 1'-0"

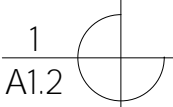
TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

THREE PLEX
SECOND LEVEL
FLOOR PLAN

A1.2



FOUR PLEX SECOND LEVEL
FLOOR PLAN



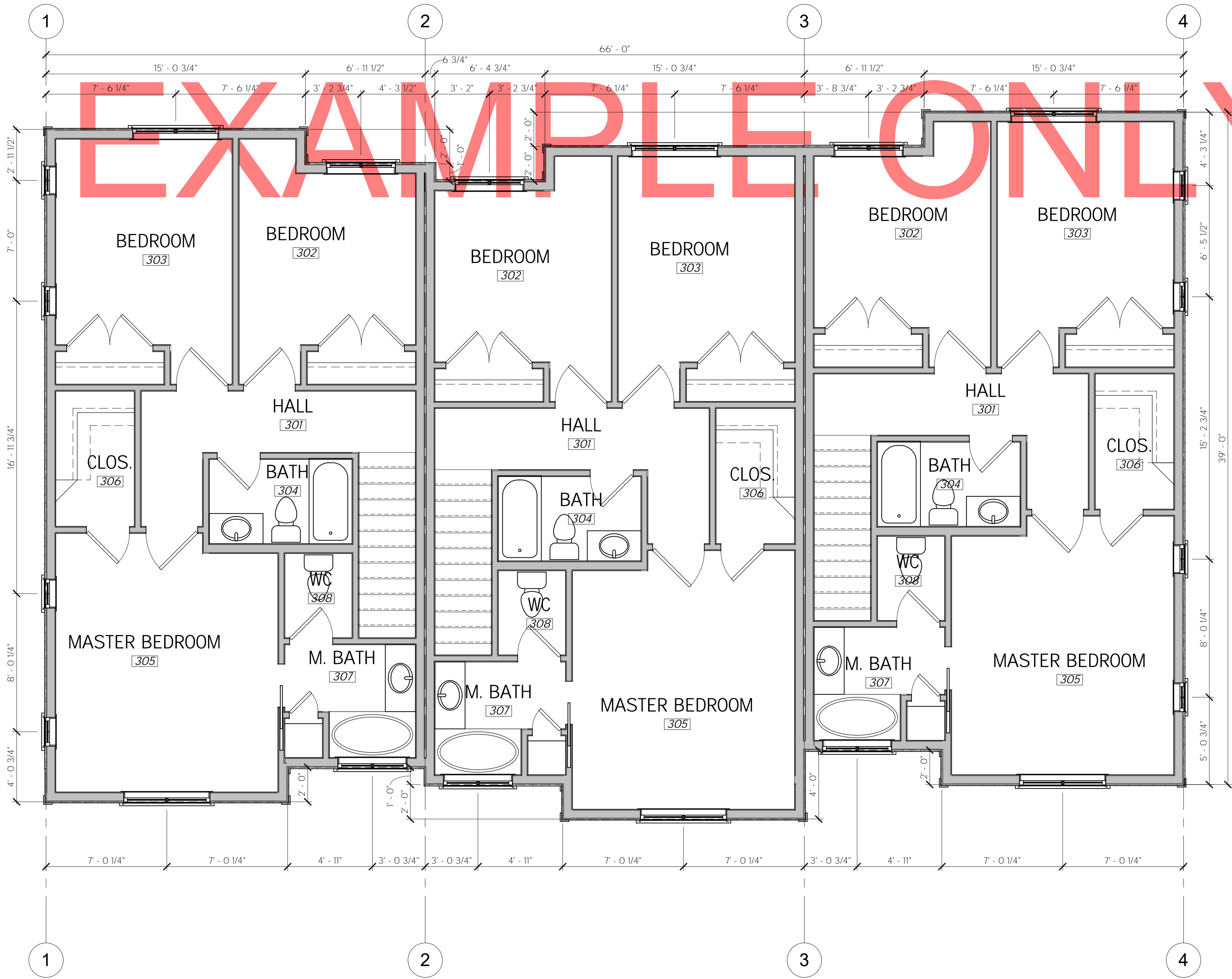
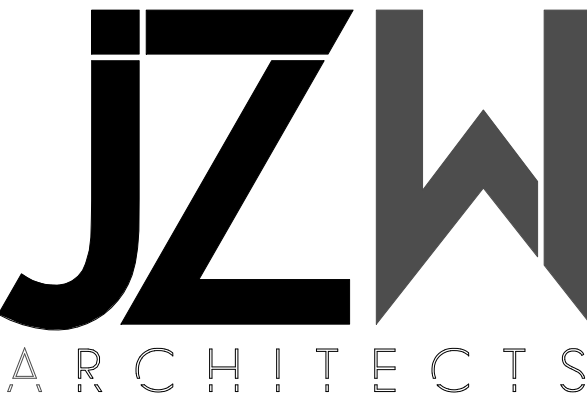
1/4" = 1'-0"

NOTE: SEE SHEET A1.4 FOR DIMENSIONS OF UNITS

TOWNE PLAZA TOWNHOMES
3 STORY 3 PLEX UNITS 129-131
NORTH SALT LAKE, UTAH

THREE PLEX
THIRD LEVEL
FLOOR PLAN

A1.3



NOTE: SEE SHEET A1.4 FOR DIMENSIONS OF UNITS

FOUR PLEX THIRD LEVEL FLOOR PLAN
1/4" = 1'-0"

PROJECT NUMBER
14055.15

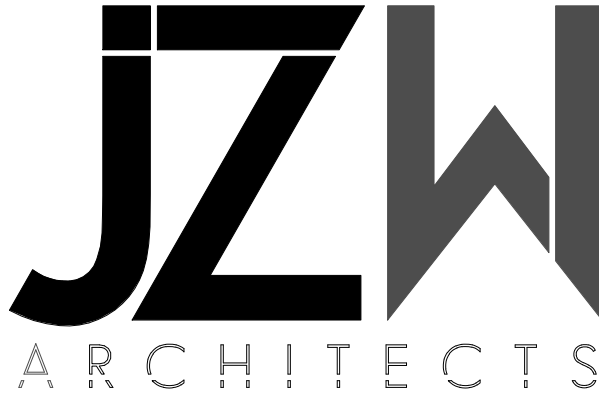
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TOWNE PLAZA TOWNHOMES UNITS 132-136
NORTH SALT LAKE, UTAH

FRONT ELEVATION

A2.1



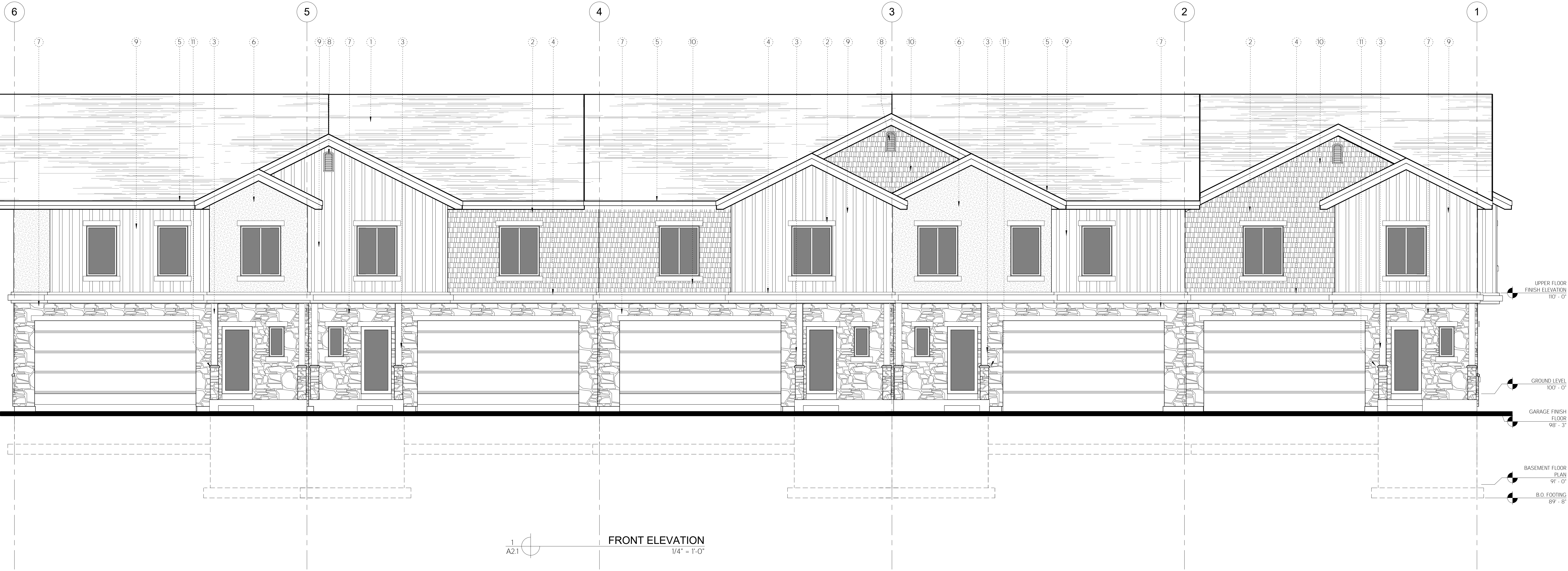
GENERAL NOTES

- A SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS.
- B COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
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- F SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- G OWNER TO SELECT STUCCO COLOR AND TEXTURE. INSTALL AS PER ELEVATIONS.
- H SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

KEYED NOTES

- 1 ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- 2 1" X 6" TRIM.
- 3 COORDINATE ALL POSTS WITH STRUCTURAL COLUMNS TO BE PAINT OVER WOOD FRAME AND POST.
- 4 1" X 10" TRIM
- 5 ALUMINUM FASOGA AND SOFFIT
- 6 STUCCO
- 7 STONE VENEER
- 8 PROVIDE ATTIC VENTS AS REQUIRED. SEE GENERAL THERMAL & MOISTURE PROTECTION NOTES.
- 9 BATT AND BOARD
- 10 WOOD SHAKES
- 11 STONE WAINSCOT CAP.

EXAMPLE ONLY



PROJECT NUMBER
14055.15

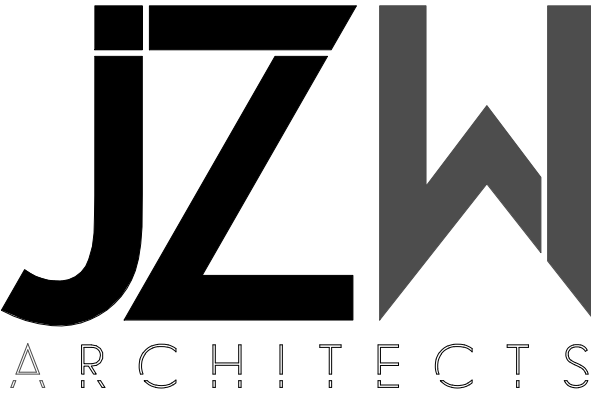
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TOWNE PLAZA TOWNHOMES UNITS 132-136
NORTH SALT LAKE, UTAH

RIGHT AND LEFT SIDE
ELEVATION

A2.2



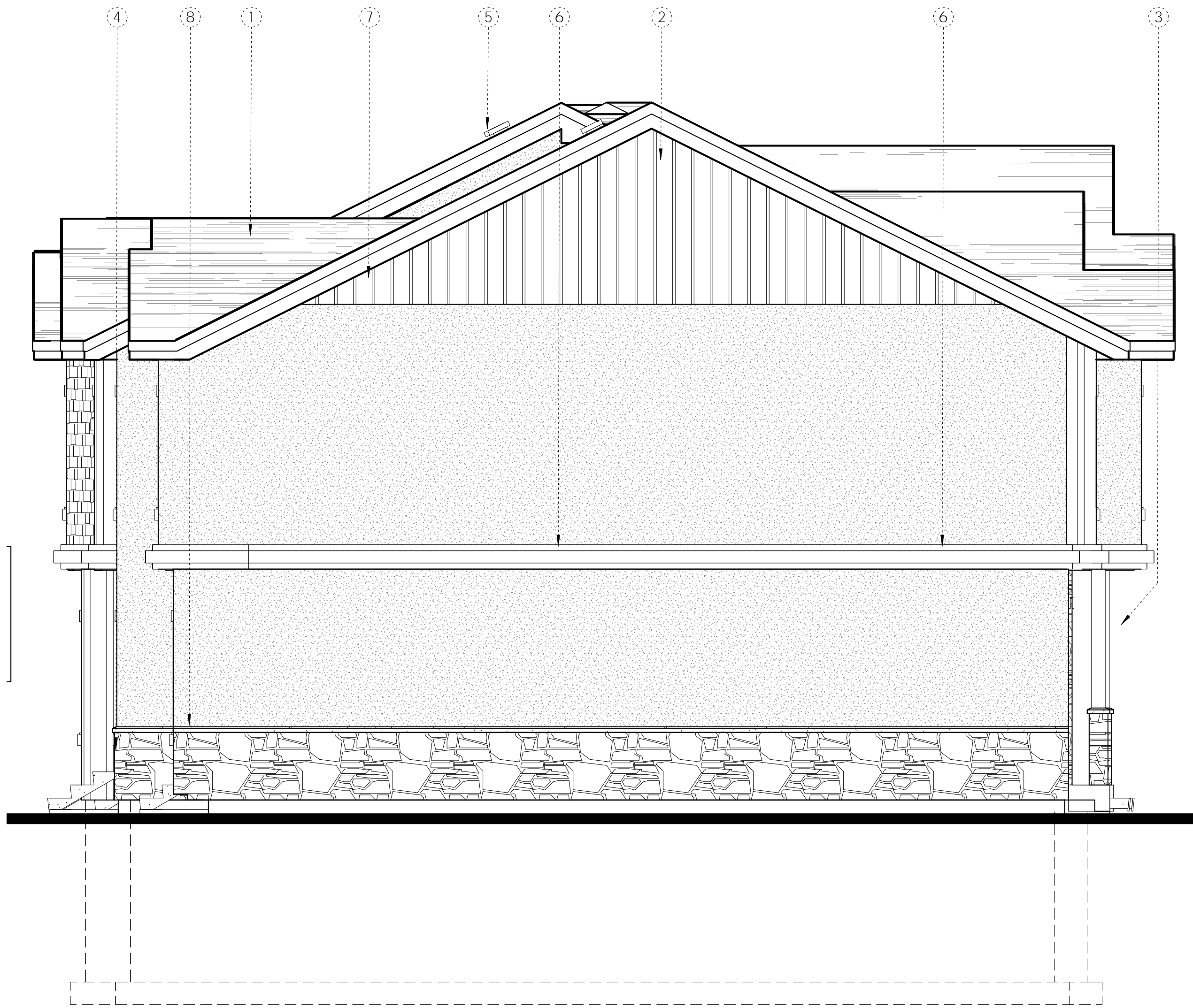
EXAMPLE ONLY

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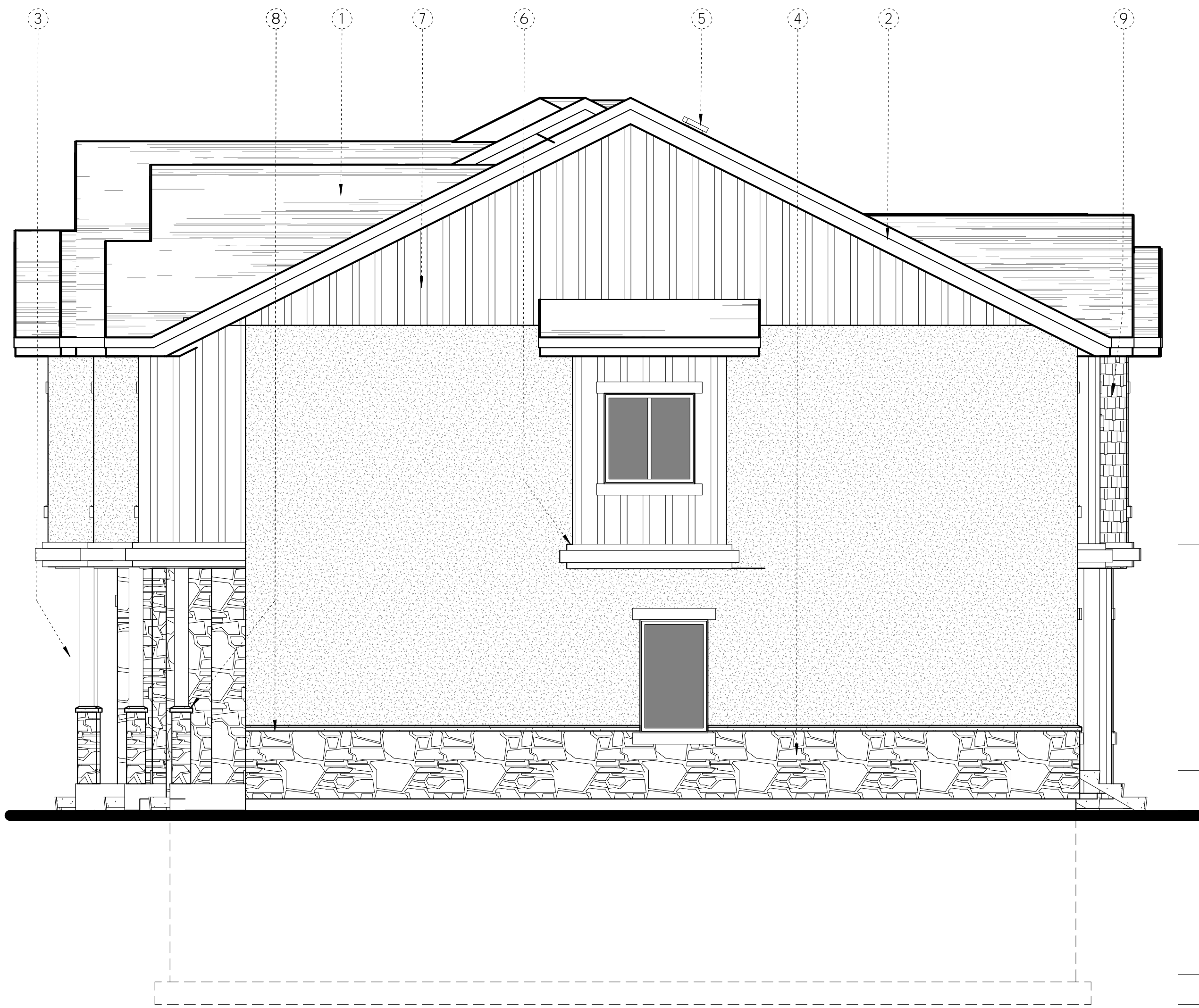
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- C FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- D PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
- E COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
- F SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- G OWNER TO SELECT STUCCO COLOR AND TEXTURE. INSTALL AS PER ELEVATIONS.
- H SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.



1 LEFT SIDE ELEVATION1
A2.2 1/4" = 1'-0"



2 RIGHT SIDE ELEVATION
A2.2 1/4" = 1'-0"

PROJECT NUMBER
14055.15

ISSUE DATE:
NOVEMBER 5, 2018

REVISIONS:
No. Date

GENERAL NOTES

- (A) SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS
- (B) COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
- (C) FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- (D) PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
- (E) COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
- (F) SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- (G) OWNER TO SELECT STUCCO COLOR AND TEXTURE. INSTALL AS PER ELEVATIONS.
- (H) SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

KEYED NOTES

- 1 1" X 6" TRIM
- 2 1" X 10" TRIM
- 3 STUCCO
- 4 STONE VENEER
- 5 BATT AND BOARD
- 6 PROVIDE ATTIC VENTS AS REQUIRED. SEE GENERAL THERMAL & MOISTURE PROTECTION NOTES.
- 7 WOOD SHAKES
- 8 STONE WAINSCOT CAP.
- 9 ALUMINUM FASCIA AND SOFFIT

EXAMPLE ONLY



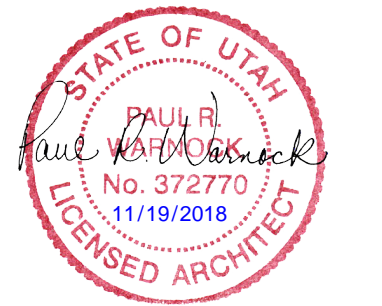
1
A2.3

REAR ELEVATION
1/4" = 1'-0"

TOWNE PLAZA TOWNHOMES UNITS 132-136
NORTH SALT LAKE, UTAH

REAR ELEVATION

A2.3



JZW
ARCHITECTS

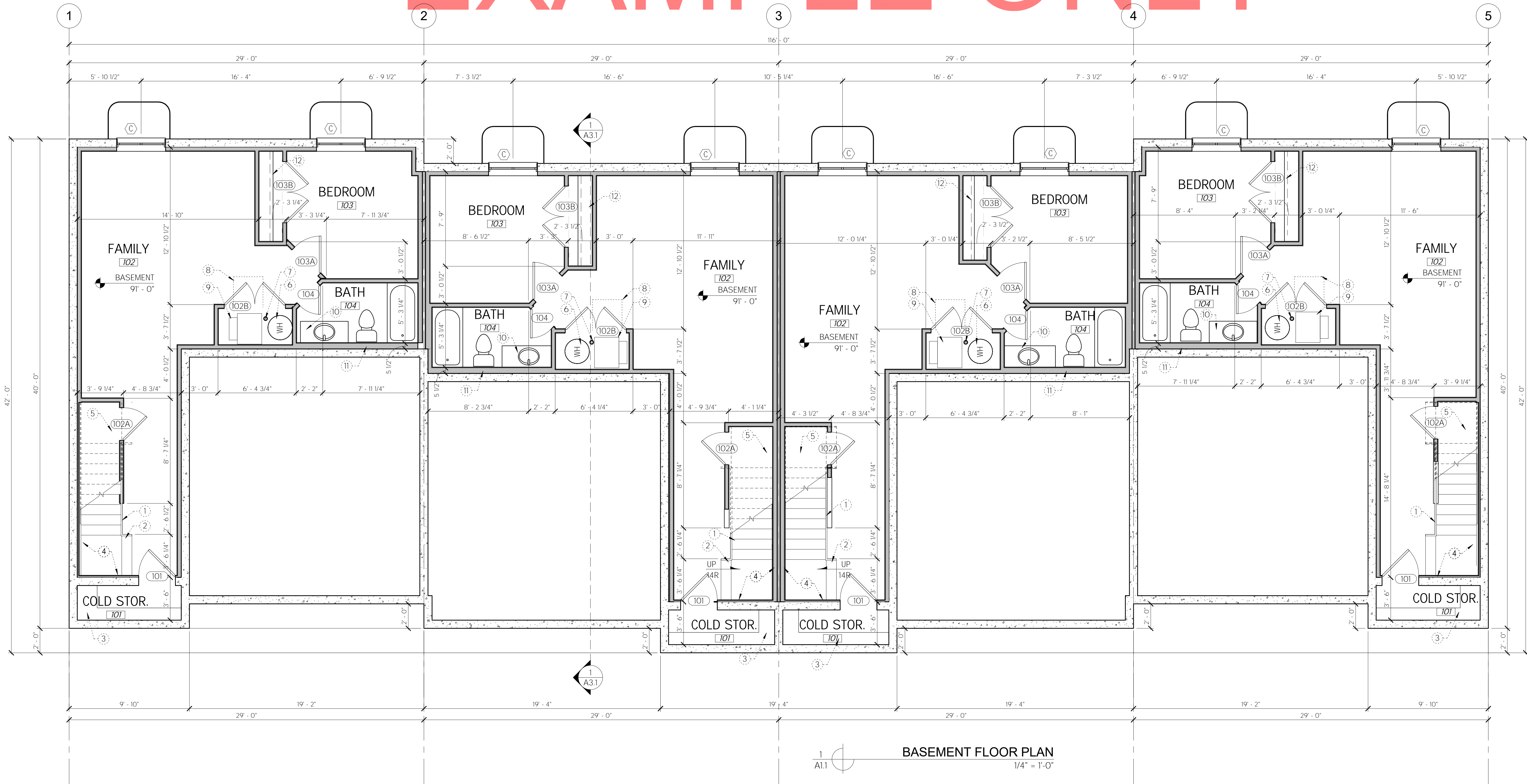
GENERAL NOTES

- (A) SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS.
- (B) DIMENSIONS TO DOORS AND WINDOWS ARE TO CENTER OF FRAMED OPENING UNLESS NOTED OTHERWISE.
- (C) SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- (D) PROVIDE SOUND INSULATION IN ALL WALLS AROUND BATHROOMS.
- (E) COORDINATE ALL WINDOW HEAD HEIGHTS AND SIZES WITH ELEVATIONS AND WINDOW SCHEDULE.

KEYED NOTES

- (1) RAILING TO CONFORM TO CURRENT I.R.C. REQUIREMENTS. SEE GENERAL FINISH NOTES.
- (2) FRAME STAIRS WITH (3) 2 X 12 D.F. #2 STRINGERS. STAIR SYSTEM TO HAVE 10" MIN. TREAD AND 7-1/2" MAX RISER.
- (3) (5) FIXED UTILITY SHELVES.
- (4) FRAME THIS WALL AS 2 X 2 D.F. STUDS AT 12" O.C.
- (5) PROVIDE 5/8 TYPE "X" SHEETROCK AT CEILING OF SPACE BELOW STAIRS AS PER CODE.
- (6) WATER HEATER TO BE DIRECT VENT SO THAT NO FLUE EXTENDING TO THE ROOF IS REQUIRED.
- (7) FLOOR DRAIN.
- (8) DASHED LINES HERE INDICATES 30" CLEARANCE FOR FURNACE WHEN DOOR IS OPEN. FURNACE TO HAVE A MINIMUM CLEARANCE OF 3" ALONG THE SIDES, BACK AND TOP. FURNACE DOOR CLEARANCE OF 5'-6" TALL.
- (9) FURNACE TO HAVE A MINIMUM 90% EFFICIENCY RATING SO THAT NO FLUE IS REQUIRED.
- (10) BUILT-IN MILL WORK AS INDICATED. SEE GENERAL FINISH NOTES.
- (11) 2x6 PLUMBING WALL.
- (12) INSTALL ROD AND SHELF AT CLOSET.

EXAMPLE ONLY



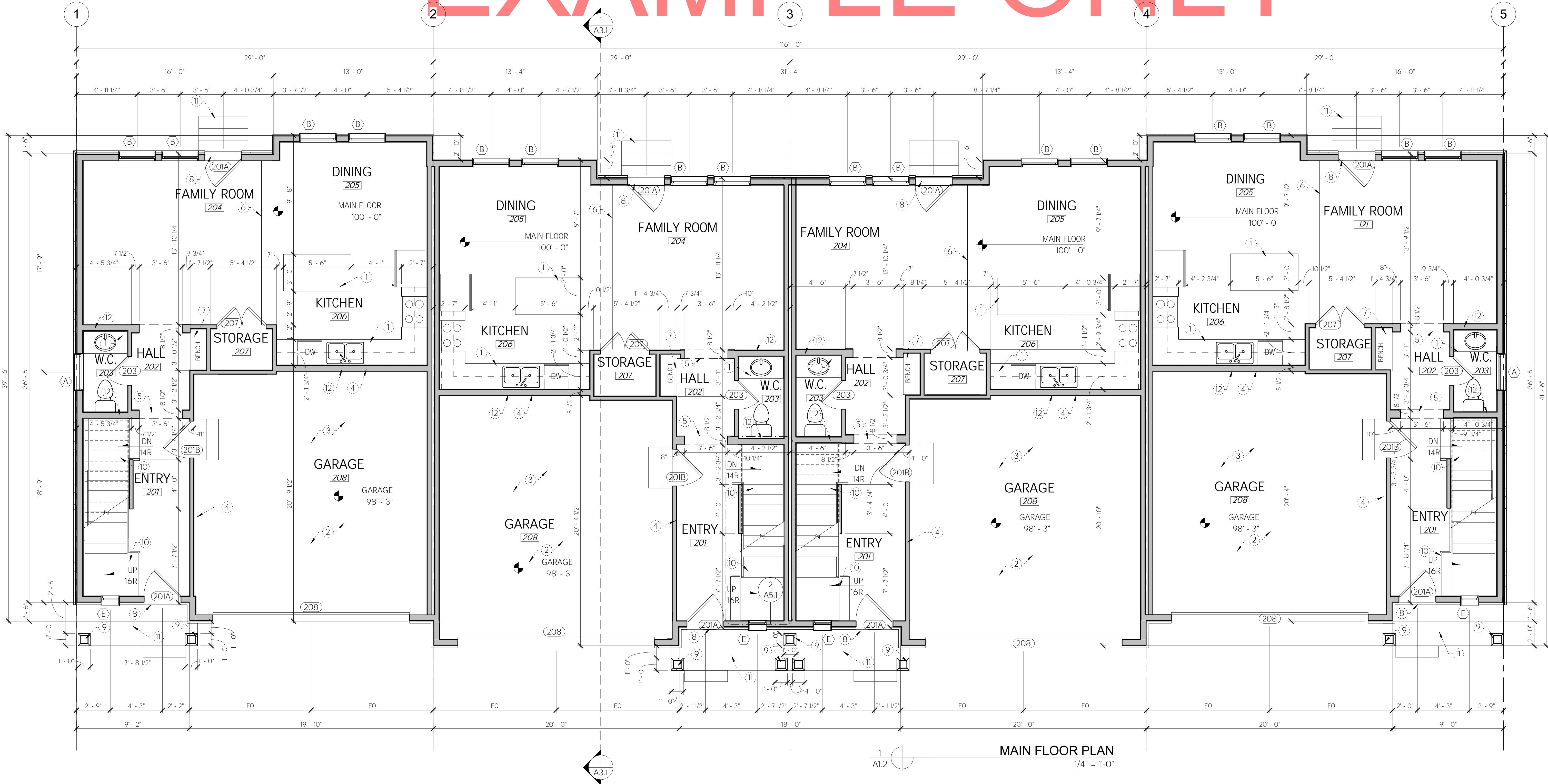
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- (D) PROVIDE SOUND INSULATION IN ALL WALLS AROUND BATHROOMS.
- (E) COORDINATE ALL WINDOW HEAD HEIGHTS AND SIZES WITH ELEVATIONS AND WINDOW SCHEDULE.

KEYED NOTES

- (1) BUILT-IN MILL WORK AS INDICATED. SEE GENERAL FINISH NOTES.
- (2) SLOPE GARAGE FLOOR TO FRONT OF GARAGE AT 2% SLOPE. MIN.
- (3) PROVIDE 5/8" GYPSUM BOARD, FIRE TAPED, AT GARAGE CEILING FOR REQUIRED FIRE SEPARATION AS PER I.R.C.
- (4) PROVIDE 5/8" GYPSUM BOARD, FIRE TAPED AT SEPARATION WALL BETWEEN HOUSE AND GARAGE. AS REQUIRED BY I.R.C.
- (5) DASHED LINE HERE REPRESENTS CASED OPENING. SEE GENERAL FINISH NOTES FOR CONSTRUCTION.
- (6) LINE HERE INDICATES LOCATION OF FINISH FLOOR MATERIAL CHANGE AS PER ROOM FINISH SCHEDULE.
- (7) BENCH SEAT WITH STORAGE CABINETS BELOW TO BE INSTALLED.
- (8) FULL WEATHER-STRIPPED EXTERIOR DOOR UNIT, SEE DOOR SCHEDULE.
- (9) STRUCTURAL WOOD POST.
- (10) FRAME STAIRS WITH (3) 2 X 12 D.F. #2 STRINGERS. STAIR SYSTEM TO HAVE 10" MIN. TREAD AND 7-1/2" MAX RISER.
- (11) CONCRETE STEPS AND LANDING.
- (12) 2x6 PLUMBING WALL.

EXAMPLE ONLY



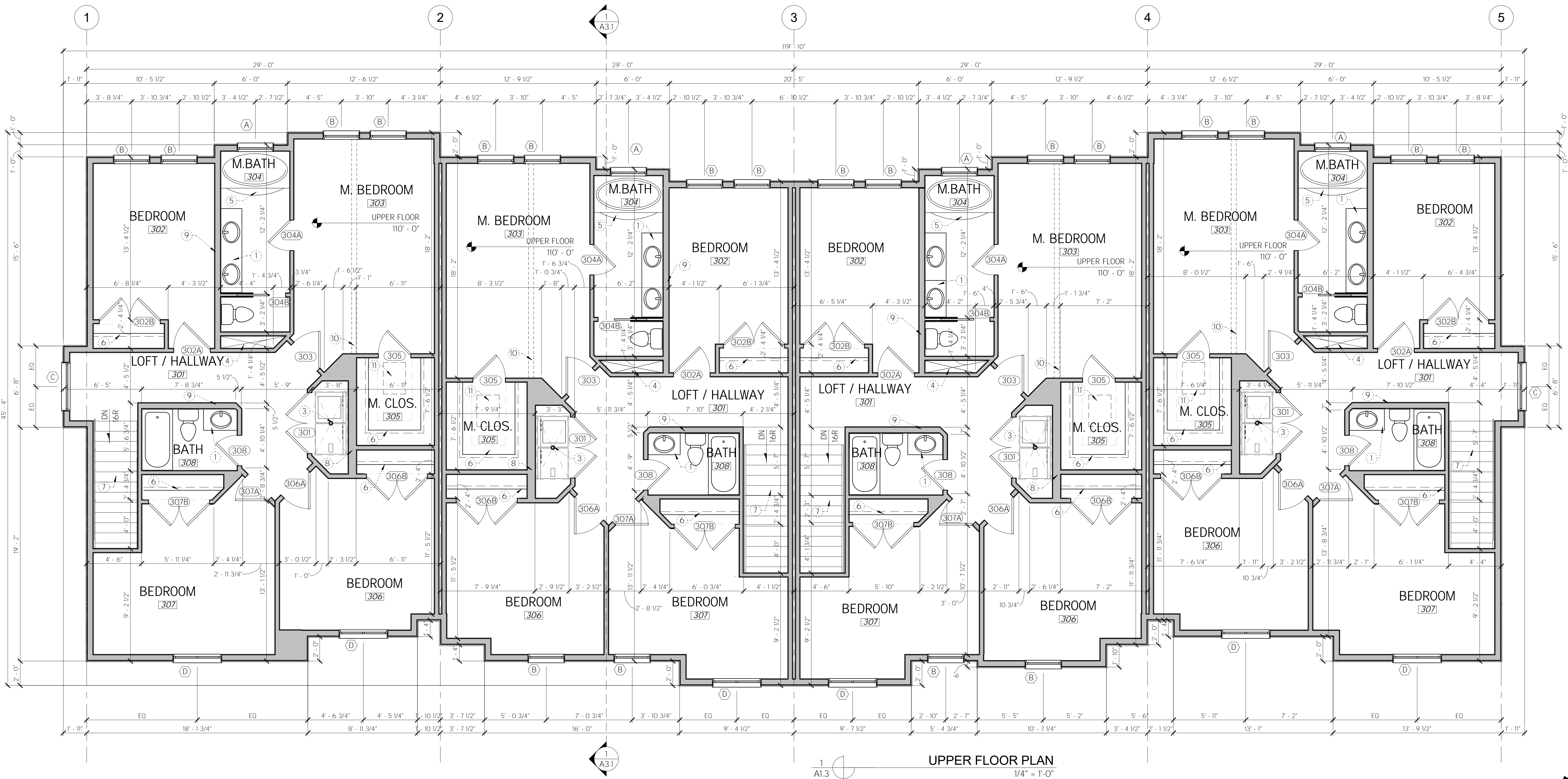
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- (D) PROVIDE SOUND INSULATION IN ALL WALLS AROUND BATHROOMS.
- (E) COORDINATE ALL WINDOW HEAD HEIGHTS AND SIZES WITH ELEVATIONS AND WINDOW SCHEDULE.

KEYED NOTES

- (1) BUILT-IN MILL WORK AS INDICATED. SEE GENERAL FINISH NOTES.
- (2) RAILING TO CONFORM TO CURRENT I.R.C. REQUIREMENTS. SEE GENERAL FINISH NOTES.
- (3) PROVIDE HOOKUPS AND FLOOR DRAIN FOR WASHER/DRYER LOCATION. PROVIDE MANUFACTURED CURB & DRAIN PAN.
- (4) MECHANICAL FLUE FROM BELOW. FLUE SHAFT TO BE ONE HOUR FIRE RATED CONSTRUCTION AS REQUIRED BY I.R.C. FLUES SHALL PENETRATE ROOF ONLY ON BACK SIDE OF ROOF RIDGE.
- (5) STEP TO TUB AS INDICATED.
- (6) INSTALL ROD AND SHELF AT CLOSET.
- (7) FRAME STAIRS WITH (3) 2 X 12 D.F. #2 STRINGERS. STAIR SYSTEM TO HAVE 10" MIN. TREAD AND 7-1/2" MAX RISER.
- (8) FRAME THIS WALL AS 2 X 8 D.F. STUDS AT 12" O.C.
- (9) 2x6 PLUMBING WALL.
- (10) DRYER DUCT TO RUN UP THE WALL AND THROUGH THE FLOOR JOIST SPACE TO THE EXTERIOR WALL AS INDICATED BY DASHED LINES.
- (11) PROVIDE ATTIC ACCESS PANEL AS PER I.R.C. ACCESS PANEL TO BE 22" X 30". IN GARAGE AREA PROVIDE SELF CLOSING HARDWARE AND LATCH. GARAGE PANEL TO BE 1 HR. FIRE RATED.

EXAMPLE ONLY



When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (THIS Amended and Restated “Agreement”) is made and entered into this ____ day of _____, 2021, by and between **DEER RUN INVESTMENTS, LLC** OF 784 Parkway Drive, North Salt Lake, Utah 84054 (hereinafter referred to as “Developer”), and **DEER RUN PLAZA, LLC** of 10883 South Martingale Lane, South Jordan, Utah 84095 (hereinafter referred to as “Owner”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, Utah 84405. Developer, Owner, and City are heretofore referred to as the “Parties.”

RECITALS:

- A. Developer is the owner of approximately 3.175 acres, as more particularly described in **Exhibit A** attached hereto (the “Property”).
- B. Developer previously proposed a mixed-use development which includes residential and commercial buildings, the associated streets, and other required improvements collectively known as “The Lofts at Deer Run” (the “Development”), on the Property.
- C. On June 27, 2019, the Parties entered into a Development Agreement (the “Original Agreement”), a copy of which is attached as **Exhibit X** and incorporated herein by reference, for the purpose of establishing the approved criteria required for the Development prior to approval through the City’s required subdivision process.
- D. The Parties, in accordance with section 14.1 of the Original Agreement, entered into that Amended and Restated Agreement dated the 25th day of May 2021, (the “Restated Agreement”), a copy of which is attached as **Exhibit X** and incorporated herein by reference, amending and restating the Original Agreement to provide for the terms and conditions upon which the Property can be developed.
- E. Developer now proposes to modify the Concept Plan as shown on **Exhibit B** attached hereto and incorporated herein by reference.

- F. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., and its land use policies, ordinances and regulations, has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Agreement for the purpose of specifying the obligations of the parties with respect to establishing the land use of the Property, the installation of required infrastructure improvements, and such other matters as the Parties agree herein.

AGREEMENT:

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 Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **Parties.** The Parties hereby acknowledge that Deer Run Plaza is no longer the Owner of the Property and is no longer relevant or a party to this transaction and that Deer Run Plaza is hereby eliminated and absolved from any future reference, rights or obligations hereunder and that any future reference to "Owner" shall hereby refer to Deer Run Investments, LLC, and/or its successors in interest and/or assigns.
3. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
4. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The developer shall comply with all time frames specified in the City Code. Approval will be based on substantial compliance with **Exhibit B**.
5. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.

6. **Sewer Capacity**. The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
7. **Density**. The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on **Exhibit B**.
8. **Lot Area**. There shall be no minimum lot area required for the Development.
9. **Location of Structures**. Dwelling setbacks shall be as follows:
 - a. 10 feet minimum from any public street;
 - b. 10 feet front setback from any private street;
 - c. 10 feet side setback from any private street
 - d. 10 feet minimum from any property line; and
 - e. 10 feet minimum from any other non-attached structure.
10. **Zero Lot Line**. To facilitate separate ownership or leasehold of two-family, twin home, or multi-family dwellings a residential zero-lot-line setback shall be permitted. In no case shall a zero-lot-line setback be allowed adjacent to a property line that is not part of the subdivision.
11. **Maximum Structure Height**. No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.
12. **Private Rights of Way and Pedestrian Pathways**. Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent

to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

13. **Special Conditions.** The Parties hereby acknowledge agree Development shall meet all conditions found within South Weber City Code 10-5C-10. Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure.
14. **Landscaping Requirements.** At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.
15. **Design Standards.** The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:
 - a. **Exterior Finishes.** All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to **Exhibit C**.
 - b. **Architectural Variation.** The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
 - c. **Garage Dimensions.** Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.
 - d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
 - e. **Roof Style.** Roof design shall not include the use of flat roofs.
16. **Home Owners Association Rental Regulation.** The development shall be required to include within the Covenants, Conditions and Restrictions provisions to limit the number of rental (regardless of length of term) units allowed, and includes the right to enforce rental restrictions if they are not enforced by the Home Owners Association. The provisions shall be to allow no more than 25% of

the available units to be rented. Short-term rentals shall be subject to South Weber City Code 10-18.

17. **Garbage Collection.** Due to the layout constraints the development shall provide adequate garbage collection solutions to limit impact to travel lanes. This can include but is not limited to single large waste collection locations.

18. **Parking.** In order to accommodate the parking needs of the residential users within the Development, the Development shall provide 26 guest parking stalls. All other provisions of Title 10, Chapter 8 of South Weber City Code shall apply and shall be in full force and effect.

19. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

20. **Successors and Assigns.**

15.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

15.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

21. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

16.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

16.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

16.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

22. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

23. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive South
Weber, UT 84405

Owner: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

24. **General Terms and Conditions.**

19.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

19.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and

whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

19.3 Term of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

19.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

19.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.

19.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

19.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

19.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

19.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes 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. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

19.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

19.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

19.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

19.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

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

“Developer” and/or “Owner”
DEER RUN INVESTMENTS, LLC

By: _____
Title: _____

Witness the hand of said grantors, this ____ day of _____, 2022.

Deer Run Investments, LLC

State of Utah)
) ss
County of Davis)

On this ____ day of _____, 2022 personally appeared before me,
_____ signer of the foregoing instrument, who duly acknowledged that he/she
is the _____ of Deer Run Investments, a Limited Liability Company
and signed said document in behalf of said Deer Run Investments, LLC, by authority of
its Bylaws or Resolution of its Board of Directors, and said,
_____ acknowledged to me said limited liability company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above
written.

NOTARY PUBLIC
Commission Expires:

"City"
SOUTH WEBER CITY

By: _____
Title: _____

Witness the hand of said grantors, this ____ day of _____, 2022.

South Weber City

State of Utah)
) ss
County of Davis)

On this ____ day of _____, 2022 personally appeared before me,
_____ signer of the foregoing instrument, who duly acknowledged that he/she
is the _____ of Deer Run Investments, a Limited Liability Company
and signed said document in behalf of said Deer Run Investments, LLC, by authority of
its Bylaws or Resolution of its Board of Directors, and said,

_____ acknowledged to me said limited liability company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above
written.

NOTARY PUBLIC

Commission Expires:

ORIGINAL DRAFT

EXHIBIT "A"
THE LOFTS AT DEER RUN BOUNDARY DESCRIPTION

A part of Lot 2, Deer Run Estates Unit No. 5. And A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian Beginning at the intersection of the Southeasterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 555.59 feet South 89°58'06" East along the Section line; and 296.80 feet South 00°02'01" West from the West Quarter Corner of said Section, and running thence two (2) courses along said West right of way line as follows: (1) Southerly along the Arc of a 626.80 foot radius curve to the right a distance of 45.54 foot radius point bears South 89°38'52" West, (Central Angle equals 04°09'47", and Center Bears South 89°38'52" West); and (2) South 04°12'50" West 541.15 feet to the North right of way line of 7950 South Street, being a point of curvature; thence two (2) courses along said North right of way line as follows: (1) Southwesterly along the arc of a 20.67 foot radius curve to the right a distance of 29.83 feet (Central Angle equals 82°40'37", and Long Chord bears South 45°33'08" West 27.31 feet) to a point of non-tangent curvature of which the radius point lies South 03°06'39" East; and (2) Westerly along the arc of a 197.04 foot radius curve to the left a distance of 50.55 feet (Central angle equals 14°42'01", and Long Chord bears South 79°32'20" West 50.42 feet) to the West line of said Lot 2; thence North 28°31'06" West 234.73 feet along said West line to the Northwest corner of said lot marked by a rebar with no cap; thence North 87°57'40" West 116.31 feet along the North line of said Deer Run Estates Unit No. 5 to said Southeasterly right of way line of said Canal; thence six (6) courses along said Southeasterly right of way line as follows: (1) North 17°15'00" East 118.53 feet; (2) North 07°55'00" East 144.20 feet; (3) North 33°15'00" East 44.30 feet; (4) North 53°01'00" East 35.40 feet; (5) North 67°01'00" East 219.00 feet; and (6) North 83°46'00" East 29.50 feet to the POINT OF BEGINNING. Containing 2.9140 acres, more or less.

TOGETHER WITH^{[[[SEP]]]} A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian^{[[[SEP]]]} Beginning at the intersection of the Northwesterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 535.54 feet South 89°58'06" East along the Section line; and 143.69 feet South 00°02'01" West from the West Quarter Corner of said Section, and running; thence two (2) course along said Northwesterly right of way line as follows: (1) South 89°46'00" West 45.57 feet; and (2) South 67°01'00" West 60.99 feet; thence North 00°11'51" East 51.08 feet; thence East 6.00 feet; thence North 52.00 feet; thence West 6.00 feet; thence North 64.67 feet; thence South 89°58'06" East 44.68 feet to said Westerly right of way line of Frontage Road, being a point of non-tangent curvature of which the radius point lies South 61°19'57" West; thence Southerly along the arc of a 626.80 foot radius curve to the right a distance of 154.95 feet (Central Angle equals 14°09'52", and Long Chord bears South 21°35'07" East 154.56 feet) along said Westerly

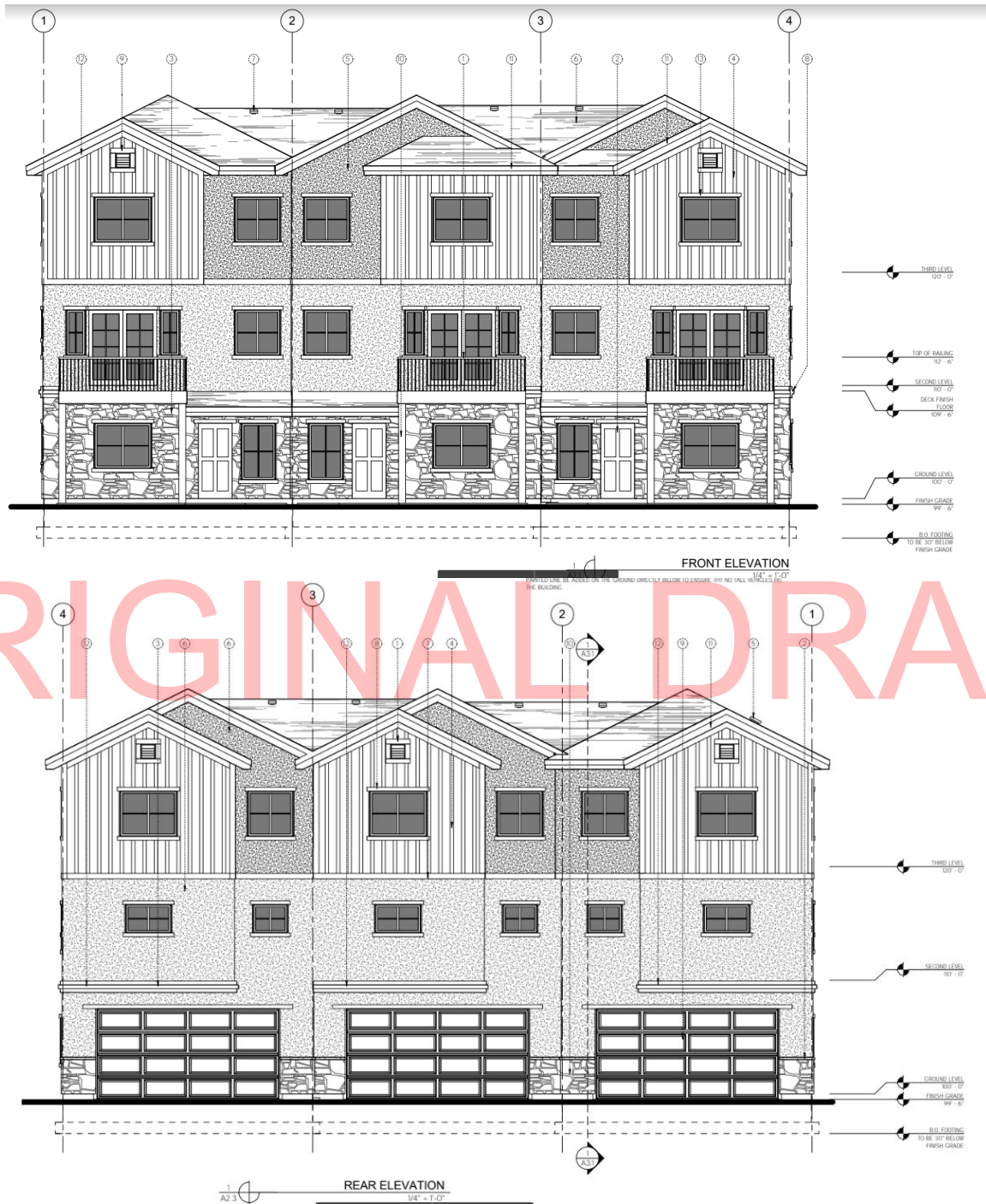
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ORIGINAL DRAFT

EXHIBIT "B"
THE LOFTS AT DEER RUN CONCEPT PLAN



EXHIBIT "C" ^{SEP}
THE LOFTS AT DEER RUN ARCHITECTURAL ELEVATIONS



KEYED NOTES	
1	SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
2	FRONT ENTRY DOOR UNIT AS PER DOOR SCHEDULE.
3	STONE VENEER
4	BATT AND BOARD
5	STUCCO
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7	ROOF VENT - REFER TO ROOF PLAN.
8	1" X 10" TRIM
9	STEP FOOTING AND FOUNDATION AS INDICATED.
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11	ALUMINUM FASCIA AND SOFFIT
12	1" X 6" TRIM
13	FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.

GENERAL NOTES	
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B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
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E	COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
F	SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
G	SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

ORIGINAL DRAFT

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (THIS Amended and Restated "Agreement") is made and entered into this ____ day of _____, 2021, by and between **DEER RUN INVESTMENTS, LLC** OF 784 Parkway Drive, North Salt Lake, Utah 84054 (hereinafter referred to as "Developer"), and **DEER RUN PLAZA, LLC** of 10883 South Martingale Lane, South Jordan, Utah 84095 (hereinafter referred to as "Owner"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, Utah 84405. Developer, Owner, and City are heretofore referred to as the "**Parties**."

RECITALS:

- A. Developer is the owner of approximately 3.175 acres, as more particularly described in **Exhibit A** attached hereto (the "Property").
- B. Developer previously proposed a mixed-use development which includes residential and commercial buildings, the associated streets, and other required improvements collectively known as "The Lofts at Deer Run" (the "Development"), on the Property.
- C. On June 27, 2019, the Parties entered into a Development Agreement (the "Original Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, for the purpose of establishing the approved criteria required for the Development prior to approval through the City's required subdivision process.
- D. The Parties, in accordance with section 14.1 of the Original Agreement, entered into that Amended and Restated Agreement dated the 25th day of May 2021, (the "Restated Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, amending and restating the Original Agreement to provide for the terms and conditions upon which the Property can be developed.
- E. Developer now proposes to modify the Concept Plan as shown on **Exhibit B** attached hereto and incorporated herein by reference.

- F. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., and its land use policies, ordinances and regulations, has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Agreement for the purpose of specifying the obligations of the parties with respect to establishing the land use of the Property, the installation of required infrastructure improvements, and such other matters as the Parties agree herein.

AGREEMENT:

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 Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **Parties.** The Parties hereby acknowledge that Deer Run Plaza is no longer the Owner of the Property and is no longer relevant or a party to this transaction and that Deer Run Plaza is hereby eliminated and absolved from any future reference, rights or obligations hereunder and that any future reference to "Owner" shall hereby refer to Deer Run Investments, LLC, and/or its successors in interest and/or assigns.
3. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
4. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The developer shall comply with all time frames specified in the City Code. Approval will be based on substantial compliance with **Exhibit B**.
5. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.

6. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
7. **Density.** The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on **Exhibit B**.
8. **Lot Area.** There shall be no minimum lot area required for the Development.
9. **Lot Width.** There shall be a minimum lot width of 23 feet.
10. **Location of Structures.** Dwelling setbacks shall be as follows:
- a. 10 feet minimum from any public street;
 - b. 10 feet front setback from any private street;
 - c. 10 feet side setback from any private street
 - d. 10 feet minimum from any property line; and
 - e. 10 feet minimum from any other non-attached structure.
11. **Zero Lot Line.** To facilitate separate ownership or leasehold of two-family, twin home, or multi-family dwellings a residential zero-lot-line setback shall be permitted. In no case shall a zero-lot-line setback be allowed adjacent to a property line that is not part of the subdivision.
12. **Maximum Structure Height.** No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.

Commented [TC1]: Julie expressed concern about the setbacks for the development especially on the sight lines.

13. **Private Rights of Way and Pedestrian Pathways.** Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.
14. **Special Conditions.** The Parties hereby acknowledge agree Development shall meet all conditions found within South Weber City Code 10-5C-10. Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure.
15. **Landscaping Requirements.** At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.
16. **Design Standards.** The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:
- a. **Exterior Finishes.** All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Rock, stone, or masonry wainscoting shall be used on all sides of the structure. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to **Exhibit C**.
 - b. **Architectural Variation.** The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
 - c. **Garage Dimensions.** The following units are required to have a garage with interior dimensions of 22'x22' shall include 101-105, 301-305, 201-204, 306-308, 205-208. The developer shall be required to utilize 18-foot garage doors.
 - d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
 - e. **Roof Style.** Roof design shall not include the use of flat roofs.
17. **Home Owners Association Rental Regulation.** The development shall be required to include within the Covenants, Conditions and Restrictions

Commented [TC2]: The Developer is requesting that the other units not listed (which constitute the 2-story townhomes be excluded from this requirement).

provisions to limit the number of rental (regardless of length of term) units allowed, and includes the right to enforce rental restrictions. The provisions shall be to allow no more than % of the available units to be rented.

Nevertheless and notwithstanding anything contained herein, to prevent the amassing of abandoned or empty Units within the Association and to thwart potential vandals, looters and copper thieves, Members shall be allowed to lease their units (i) until their unit is sold or conveyed to a third party, (ii) or upon a showing of financial hardship such as divorce, illness or death, loss of job, transfer, family growth, military permanent change of station, etc. If, due to market conditions Developer is unable to sell the units to owner-occupants, Owner may rent the units until such time as the market conditions have improved. Short-term rentals shall be subject to South Weber City Code 10-18.

Commented [TC3]: Developer is requesting 50% the development agreement committee recommended 25%. We feel that the other provisions cover the developer's interest in renting if they are unable to sell.

18. **Garbage Collection.** Due to the layout constraints the development shall provide adequate garbage collection solutions to limit impact to travel lanes. This can include but is not limited to single large waste collection locations.

19. **Parking.** In order to accommodate the parking needs of the residential users within the Development, the Development shall provide 26 guest parking stalls. All other provisions of Title 10, Chapter 8 of South Weber City Code shall apply and shall be in full force and effect.

20. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

21. **Successors and Assigns.**

15.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

15.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

22. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

16.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

16.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

16.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

23. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

24. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive South
Weber, UT 84405

Owner: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

25. **General Terms and Conditions.**

19.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

19.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

19.3 Term of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption. If work has not commenced within this time frame on the vertical construction of the site the Agreement shall be null and void.

19.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

19.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.

19.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

19.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

19.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

19.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes 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. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

19.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

19.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

19.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

19.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

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

“Developer” and/or “Owner”
DEER RUN INVESTMENTS, LLC

By: _____

Title: _____

Witness the hand of said grantors, this ____ day of _____, 2022.

Deer Run Investments, LLC

State of Utah)

) ss

County of Davis)

On this ____ day of _____, 2022 personally appeared before me, _____ signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of Deer Run Investments, a Limited Liability Company and signed said document in behalf of said Deer Run Investments, LLC, by authority of its Bylaws or Resolution of its Board of Directors, and said, _____ acknowledged to me said limited liability company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC
Commission Expires:

“City”
SOUTH WEBER CITY

By: _____

Title: _____

Witness the hand of said grantors, this ____ day of _____, 2022.

South Weber City

State of Utah)
) ss
County of Davis)

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its Bylaws or Resolution of its Board of Directors, and said,
_____ acknowledged to me said limited liability company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above
written.

NOTARY PUBLIC
Commission Expires: _____

PC DRAFT

EXHIBIT "A"**THE LOFTS AT DEER RUN BOUNDARY DESCRIPTION**

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PC DRAFT

EXHIBIT "B" ^[L]_[SEP]
THE LOFTS AT DEER RUN CONCEPT PLAN

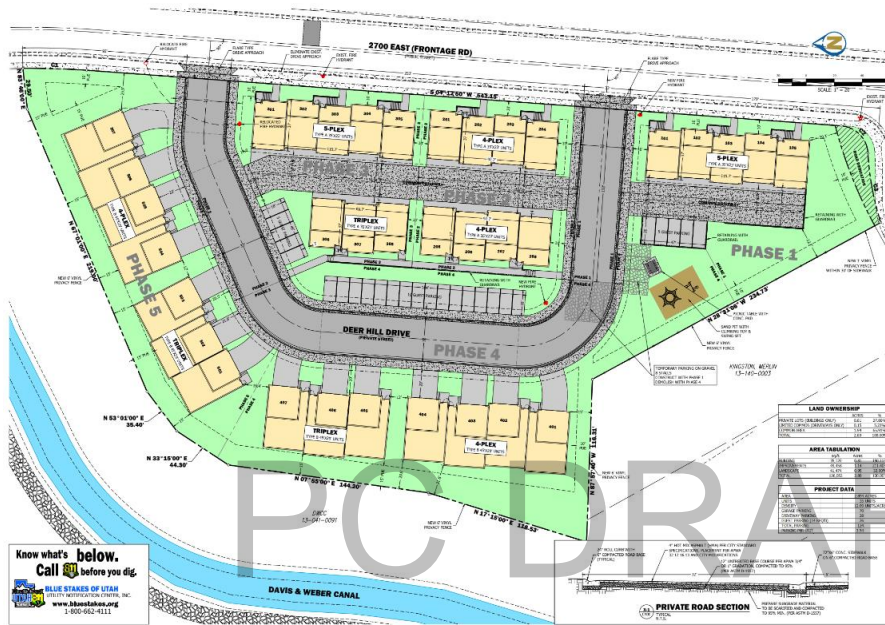
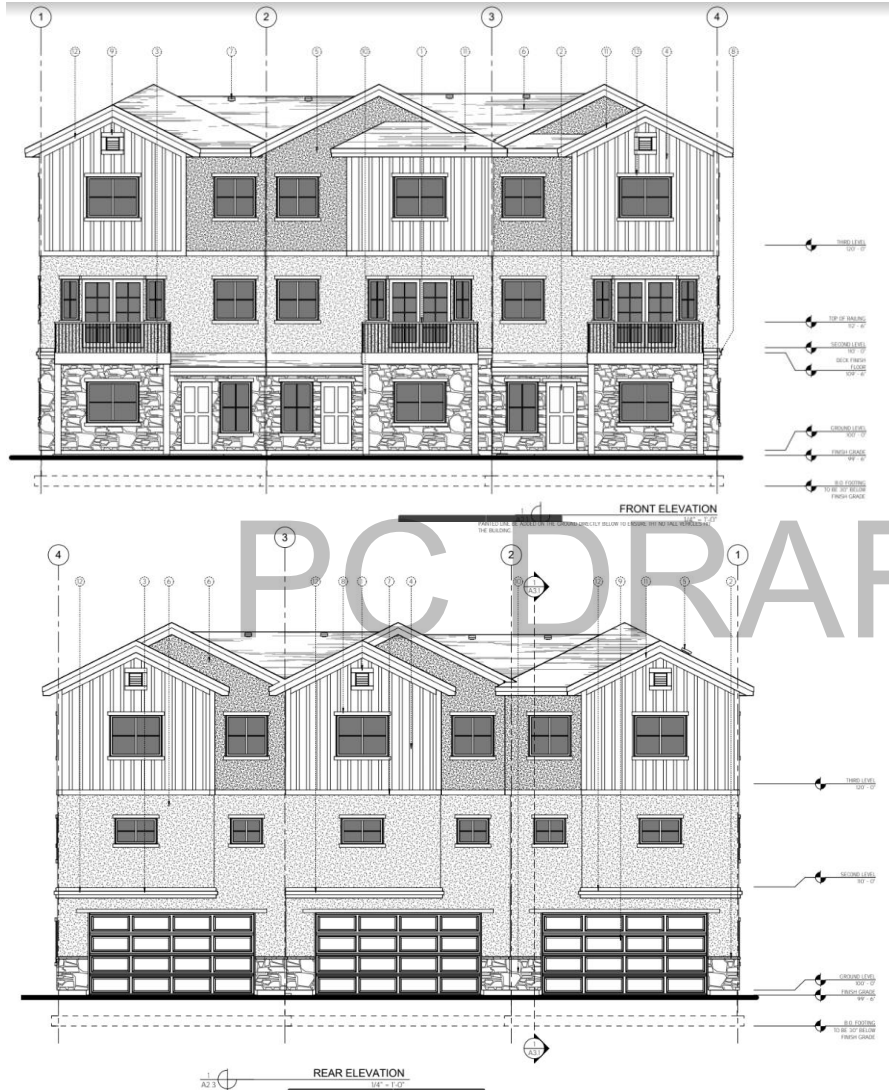


EXHIBIT "C"
THE LOFTS AT DEER RUN ARCHITECTURAL ELEVATIONS



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PC DRAFT