



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

CITY COUNCIL AGENDA

October 29th, 2024

[Zoom Meeting Link](#)

Meeting ID: 881 9891 4586

Passcode: 964820

6:00-6:40PM WORK SESSION

1. Ben Lomond Views Subdivision Master Development Agreement Amendments

7:00 PM City Council Meeting

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. **Call to Order** [Mayor Tait]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Fawcett]
3. **Consent Items**
 - a. Approval of meeting minutes for October 8th, 2024 as presented.
4. **Oath of Office** [Harrisville Police Officer]
5. **Business Items**
 - a. **Public Hearing-** to receive input from the public for and/or against the Resolution 24-16; a resolution amending the FY 2025 budget. [Jennie Knight]
 - b. Discussion/possible action to adopt Resolution 24-16; a resolution amending the FY 2025 budget. [Jennie Knight]
 - c. Discussion/possible action to adopt Ordinance 559; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on 750 West. [Jennie Knight]
 - d. Discussion/possible action to adopt Ordinance 560; an ordinance amending and restating the Master Development Agreement (MDA) for Ben Lomond Views Subdivision. [Jennie Knight]
 - e. Discussion on governing documents for Ben Lomond Views Public Infrastructure District. [Jennie Knight]
 - f. Discussion/possible action to approve Letter of Support for Rural Communities Opportunity Grant through Governor's Office of Economic Opportunities. [Jennie Knight]
6. **Public Comment – (3 Minute Maximum)**
7. **Mayor/Council Follow-up**
8. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website www.cityofharrisville.com, and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law. In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

**MINUTES
HARRISVILLE CITY COUNCIL
October 8, 2024
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on October 8th, 2024 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Grover Wilhelmsen, Council Member Blair Christensen, Council Member Max Jackson
Council Member Steve Weiss.

Excused:

Staff: Jennie Knight, City Administrator, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Mark Wilson, Chief of Police, Brody Flint, City Attorney, Bryan Fife, Parks and Recreation Director, Jill Hunt, City Treasurer, Sgt. Nick Taylor, Sgt. Alicia Davis.

Visitors: Arnold Tait, Blaine Burrows, Elisabeth Hansen, Sadie Greenhalgh, Sherry Farrell, Mike Farrell, Kevin Karras, Rick Wetz, Steve Hood, Sam Elder, Jason Hadley, Harold Smoot, Roger Shuman, Scott Kirkland, Kathleen Hohosh, Steve Hamel, James Hart.

1. Call to Order.

Mayor Tait called the meeting to order and welcomed all in attendance.

2. Opening Ceremony.

Council Member Jackson opened with the Pledge of Allegiance.

3. Consent Items

a. Approval of Meeting Minutes for September 10th, 2024 as presented.

Motion: Council Member Wilhelmsen made a motion to approve the meeting minutes for September 10th, 2024 as presented, second by Council Member Jackson.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously

4. Employee Recognition.

a. Chief Wilson recognized Sgt. Davis for ten years of service to the City.

5. Business Items.

a. Youth City Council Presentation

Sadie Greenhalgh presented on future YCC activities. They will be assisting with the Fall Festival. They will run games, take pictures, and have information to help other teens with signing up for the YCC. They will partner with the Marriot Slaterville YCC to assist with a Christmas Carnival. They will help run booths for the kids. She enjoys YCC because she gets to make new friends and make a positive impact on the community. One of her favorite activities was the 9/11 Memorial the YCC participated in.

Elisabeth Hansen is the YCC counselor. She became the advisor in spring of 2023. Since she started, they have added fourteen new YCC members. On average fifteen kids show up to each activity. The kids have spent hundreds of hours volunteering to help the community. They work very hard. They have recently partnered with USU on a teen uplifting program. Research is showing that resiliency in teens is decreasing and social anxiety is increasing. Three things help; positive interactions with a caring adult, peer mentoring, and service to others. If you can incorporate these three things into the kids' lives it can provide positive opportunities. They want more kids to join the YCC so they can help kids have a safe space to grow their leadership skills. She invited the Council to attend the YCC conference at USU with the youth. There is a special Council banquet for them to attend with the youth. The youth would like to invite Council to attend their monthly meetings. They requested that a Council Member be a liaison between the YCC and the City. She thanked Council for the budget provided. It goes directly to the kids and their activities. Council Member Christensen inquired when their meetings are. Elizabeth Hansen answered the second Thursday at 6:30 PM.

b. Proclamation for Mother of The Year.

Mayor Tait stated she received an email from the Ogden Weber Chapter of the American Mothers. They wanted to recognize Lynette Jensen as the Mother of the Year. Mayor Tait issues a proclamation to acknowledge Lynette Jensen as the Mother of the Year.

c. PID Discussion

Marcus Keller explained he wanted to provide information about a Public Infrastructure District. The Ben Lomond Views Subdivision is a large project in the City. It has been requested that the City look at creating a Public Infrastructure District (PID) for Ben Lomond Views. The Council does not need to vote tonight, this is an informative discussion. A PID is a capitol financing mechanism. It can only finance capital projects for public infrastructure. This is a tool to help developers in areas with high costs; allowing developers to access tax exempt bonds for infrastructure that must be dedicated to the public. This cannot be used to build a home but could be used to put in public sewer, roads, or other items that can be dedicated to the public. The district would be able to levy a tax within the developing area. It cannot exceed the boundary of the project. The idea is the new residents or commercial area would pay for the public infrastructure needed. It would not affect the current residents of the City. The developer has requested some amendments to the MDA. The MDA needs to be completed before a vote on the PID would be taken. This is a bond for the PID, it does not affect the City. The City is under no obligation to pay back the bonds pulled from the PID.

Sam Elder, with D.A. Davidson, explained his company focuses on bonds in the Intermountain West. Due to the size of the project, it can be hard to get lenders to issue funds. This is where a PID can help. A PID does not make sense for all projects. PIDs are used a lot to help bring in utilities from offsite. Very few lenders want to pay for infrastructure on a large scale before a home goes vertical. There is approximately \$10,000,000 in offsite infrastructure improvements

needed. The PID property tax must be disclosed to the buyers several times before they can buy the property.

Scott Kirkland, with Sundance Bay, is the current lender for the property. They financed the former developer and now own the property. When they took over ownership, they saw that there were a number of promises that were not kept by the developer. They have started working on fixing them. They completed infrastructure improvements on Highway 89 and are renovating Millennium Park. They have been working with Fieldstone Homes to purchase the property. The PID is critical to this project. As a lender he feels a PID allows lenders to be more patient while infrastructure is built than a typical lender would be. They are trying to fine tune the MDA and project to lower the risk involved.

Jason Harris, with Fieldstone Homes, explained a PID is a good tool for these large projects. The initial funding from their end is approximately \$18,000,000 while a standard project for them costs \$2,000,000-3,000,000. A PID is a tool like zoning that can be utilized to get a project going. He wants Council to feel comfortable and ask questions. Fieldstone has a meeting with the Planning Commission tomorrow about the MDA changes. He is really excited to do this project. Sam Elder inquired how many projects Fieldstone has completed in Utah. Jason Harris explained they have completed over 6,200 homes in Utah. Sam Elder explained this is the first project they have requested a PID for in Utah. Marcus Keller emphasized this would be a separate local government. The City does not collect funds nor are they responsible for the payment of the bond. He recommends the MDA is settled before a proposal for a PID is moved forward.

d. Discussion for Public Safety and City Hall

Jennie Knight presented the programing and site planning phase of the project. This is a good opportunity to review information for the project. If construction were to start next year the projected cost is \$12,852,500. The broken-down cost for each section of the building is: police \$6,921,500, city admin \$2,930,200, and council chambers, court, and community meeting area \$3,000,800. The architect pointed out inflation trends typically are between 4-7% year to year. Phase 1 of public works is under construction currently. During the September Council meeting staff was directed to complete the second floor of the public works building. We have received federal appropriations funding to help complete the road from the public works building to Highway 89. Mayor Tait clarified there is no action tonight this is for discussion.

Marcus Keller explained as has been previously discussed, the City needs to start spending the bond funds or return them. \$9,000,000 were issued, currently there is a balance of \$9,600,000 due to the interest accrued. If we were to pay off the bond the cost would be \$8,700,000. We have to be careful and decide what to do with the bonds. Council Member Christensen inquired if the \$300,000 for the second floor of the public works building comes out of this account.

Marcus Keller answered yes it could. This is a good point to pause the project if Council wants to. If we want to finish the design and schematic phase the cost would be approximately \$549,701.43. Council Member Wilhelmsen inquired if phase 2 of public works was included. Jennie Knight explained public works phase 2 is not included and North View Fire is not included; it is only the public safety building and city hall. Council Member Wilhelmsen inquired would be wasting money if we stopped the project for a few years. Jennie Knight explained some of it could be if we do a design and then need to adjust it to new building codes or standards.

Marcus Keller explained he feels the public was upset about the lack of detail during the public hearing. School districts are the example for G.O. bonds. They provide a lot of details and information for the public. We currently do not have enough money to complete the project and will need to bond for the remainder. The City will need to bond if they want to complete the project. Council Member Fawcett inquired is \$550,000 the cost to provide some of the

information. Jennie Knight explained yes, that would be the plan if Council directs staff to do so. Council Member Fawcett explained she feels the public requested more detailed information and it would be worth spending the money if we want to move forward. Council Member Wilhelmsen inquired about the bidding and negotiation line item. Jennie Knight explained that would be the cost for the architect to start reviewing bids for the project. Council Member Weiss stated every time we press the pause button it will cost us more and more. Marcus Keller explained because the bonds were put on referendum that limits the funding tools available. We cannot look at issuing new bonds until 2025. This is good opportunity to get the information and provide it to the public during the next bond cycle. Council Member Fawcett inquired about building the police station separately. Jennie Knight explained we do not have those figures currently, if Council wants us to pause the combined building and look at that we can. Council Member Fawcett stated she heard comments that the public wants more information. The only way to do that is to continue with the design and schematic phase. Marcus Keller agreed. The best course of action would be to pay off the bond and use the remainder of the bond fund to provide the information requested. We could then start the process for a G.O. bond election next summer.

Council Member Wilhelmsen inquired about the funding for the road and what it will be. Justin Shinsel stated we are approximately \$500,000 into the road. In total the cost will be approximately \$3,200,000. Currently we have received \$2,000,000 in grants for the road and are applying for more. Transportation impact fees can also be used. Jennie Knight explained we were recently notified that we saved approximately \$500,000-\$600,000 on engineering fees for the project by not having to go through the UDOT requirements for the construction of 1750 North.

Marcus Keller explained paying off the bond does not need to be all or nothing. If you want to use the bond to pay for the road you can do that. Mayor Tait inquired about the timeline for the bond funds. Marcus Keller stated the rule of thumb is you have approximately two years to start utilizing the funds. Mayor Tait inquired how far we are into it. Marcus Keller explained we are approximately eighteen months in. Council Member Wilhelmsen wants to work on the design and schematic phase and return the rest of the money. The road is key and should be a top priority. Mayor Tait inquired does Council want to move forward with the design and schematic phase and re-evaluate to send the money back at that point. Council Member Fawcett stated it makes sense to get the requested information and re-evaluate from there. Council Member Weiss inquired can the bond be used for the infrastructure. Marcus Keller answered yes. Council Member Weiss inquired if we could use the money to put in the infrastructure and pay off the remainder. Marcus Keller explained yes you could do that but it could negatively affect public opinion. Brody Flint explained you can do it but you may incur more costs fixing infrastructure if your plans are not set in stone. Council asked staff to proceed with the design and schematic phase.

e. Discussion/possible action for appropriation of FY 2025 budget funds.

Jennie Knight explained the certified tax rate was approved during the August meeting. The tax rate increase will bring approximately \$50,000 in additional revenue. Council inquired about three positions planner, code enforcement, and public information. Staff has gathered a scale of pay rates for the three positions. Currently the police department is providing code enforcement services. Chief Wilson explained right now he believes that the public looks to the police department if code enforcement is not being met. Currently the detective unit is assisting with code enforcement and trying to take that on. Jennie Knight explained we are trying to fill the gaps the best we can. The proposal from staff is to cover code enforcement from the police department budget, continuing the use of contracted planning services with a budget of \$10,000, getting a subscription to Placer.ai for \$15,000, and use of John Guilfoil public relations

for \$800 a month and a website redesign with a one-time fee of \$18,000 and \$4,000 per department and a \$4,000 annual fee. Council Member Jackson inquired if the code enforcement will be proactive. Jennie Knight explained we would be complaint based only. It would not be proactive. Council Member Weiss stated he feels code enforcement is a need because it is putting a strain on the police department. Council Member Wilhelmsen inquired what code enforcement is doing currently. Chief Wilson stated we are only responding to complaints. Brody Flint stated a police officer should not be dealing with code enforcement. It can decrease their response time to real emergencies.

Jennie Knight explained staff's recommendation is to hire a part time complaint-based person working under the police department. Council Member Fawcett stated she feels code enforcement is important but feels a planner is important. Council Member Weiss explained he feels the planner will be more important later when these developments start building. A full-time code enforcement officer may be needed. Brody Flint stated \$50,000 will not pay for a full-time code enforcement. Council Member Fawcett believes this is good information to start with and we can continue working on more solutions later. Council Member Wilhelmsen inquired is the website important. Chief Wilson explained we have received a lot of public feedback stating the website does not give the information needed. Council Member Weiss likes the proposal. Council directed staff to prepare the information for the proposal.

f. Animal Control Discussion

Jennie Knight explained staff has been invited to attend a meeting for the new proposed budget for Weber County Animal Control. There is a proposed staffing increase for the shelter. Several years ago, the shelter became a no kill shelter but did not get an increase in funding. They are run like an enterprise fund. They cannot run a deficit. If they increase the budget, it would directly affect the cost for the City. Council Member Weiss inquired about the cost. Jennie Knight explained we do not have a number for them currently. Council Member Jackson inquired what entities utilize the services. Jennie Knight explained everyone but South Ogden. The county runs on a calendar year not a fiscal year. Their budget will come into effect in January and we will need to address it in our next budget. Council Member Wilhelmsen inquired how their budget got to this point without them notifying us. Why did they go to a no kill and not increase the budget then. Council Member Jackson inquired if the director of the shelter would come here and talk to Council. Council Member Wilhelmsen wants to know how this will solve the problem and not be a band-aid solution. Jennie Knight explained she can take those concerns to the director, but we do not have a lot of options for animal control services. Council Member Fawcett inquired about the fees for adoption and spay and neutering. Jennie Knight explained they have worked with non-profits and USU School for vets to do spay and neutering but she cannot provide exact information. Council Member Christensen inquired about when the shelter went to a no-kill shelter. Jennie Knight explained it has been several years. She clarified Council would like staff to attend the meeting and get more information and inquire about a presentation to this body. Council agreed.

6. Public Comment

Mayor Tait opened the public comment period.

Jason Hadley liked the information provided tonight. He believes the cost for the website is too high. He believes we could save money by getting more bids. He would prefer we utilize a local company.

Rick Wetz does not see why a city office building would cost \$3,000,000. Why does the police station cost \$9,000,000. That seems too high. Why is the current building not compliant. If we are not going to do the building why spend money getting more information.

Roger Shuman appreciated the conversations conducted today. His concern is about the public safety and city hall building. The public is concerned about transparency. Why is the city at risk of being sued. Do we need the new building for public works. Was it worth the cost. Your argument is it will cost more in the future but you will have additional housing by then. Do you need a \$9,000,000 city and police station. Could you get by with a much smaller building. Do you need to have a building that blocks the neighbors' views.

Kathleen Hohosh thanked Council for the discussion. One of her concerns is the shelter. Do they offer fostering programs. Another concern is the new public works building. Are we trying to keep up with the Jones'. What are the other options. Things are being shoved down the people's throats.

Mayor Tait closed the public comment period.

7. Mayor/Council Follow-up

Bryan Fife explained they are currently doing the fall cleanup. It is a bigger event this year than it has been in the past. The Fall Festival is on October 22nd. Mayor Tait inquired if the funding was donated for the Fall Festival. Bryan Fife clarified we had donations but there is a line item for the Fall Festival.

Chief Wilson explained the department has been dealing with staffing issues. The Shop With a Hero event is scheduled for December.

Justin Shinsel explained public works is working on a project on 750 W. for the reinstatement of the quiet zone for the railroad. They are pouring concrete barriers and making sure they are compliant with federal requirements. The new building was designed to be a 50-year building. They did not want to have a building that was outgrown in 10-15 years. They are getting vehicles ready for the season ahead of snow plowing. Mayor Tait inquired about Millennium Park. Justin Shinsel explained a tree was removed due to state requirements of no deep-rooted vegetation in an area that is classified as a dam.

Jennie Knight explained we received our compliance report from the state for our moderate-income housing plan. We are working with the county to schedule a tour with legislatures so they can tour cities and see where the struggle is with moderate income planning.

Mayor Tait explained the lender who owns Ben Lomond has followed through on the promised Millennium Park renovations. New sidewalk was put in, bathrooms, a parking lot, and a playground. There is a large MDA amendment before Planning Commission tomorrow. If it passes, we will need to have a special Council Meeting on October 29th to review it.

Council Member Wilhelmsen reported on the senior luncheon. He wants to start a texting tree to remind seniors. It is a great opportunity for seniors to get out of their homes and socialize.

Council Member Fawcett addressed the cost of the building. Public buildings have lots of requirements like ADA codes, and special building codes that affect the cost of the building.

8. Adjournment

Council Member Jackson motioned to adjourn the meeting, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 9:11 P.M.

MICHELLE TAIT
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 12th day of November, 2024

**HARRISVILLE CITY
RESOLUTION 24-16**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2025 AMENDED
BUDGET FOR HARRISVILLE CITY, UTAH, FISCAL YEAR
ENDING JUNE 30, 2025.**

WHEREAS, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

WHEREAS, Utah Code Annotated §10-6-128, as amended, states in effect:

“After the conclusion of the hearing, the governing body, by resolution or ordinance, may amend the budgets of the funds proposed to be increased, so as to make all or part of the increases therein, both estimated revenues and appropriations, which were the proper subject of consideration at the hearing. Final amendments in the current period to the budgets of any of the funds set forth in Section 10-6-109 shall be adopted by the governing body on or before the last day of the fiscal period.”

WHEREAS, the City adopted its Fiscal Year 2024 budget previously and desires to amend that budget according to the terms of the amended budget presented herein, with the referenced changes;

WHEREAS, Title 10, Chapter 6, of the Utah Code Annotated provides the procedure for the City to amend its budget;

WHEREAS, the legislative body, in accordance with state law, held its public hearing on October 29, 2024, to take public comment regarding the amended budget for the above referenced fiscal year and such budget was presented as contained herein;

NOW, THEREFORE, be it resolved by the City Council of Harrisville City as follows:

Section 1. Budget Amendment.

That the Harrisville City Council amends the budget for FY 2025 as per the attached budgetary forms incorporated herein by this reference, with the changes indicated therein.

Section 2. Compliance and Submission.

That staff is authorized to make any modification to said budget to conform with the submission requirements of state law. That said amended budget adopted herein in accordance with the requirements of the laws of the state of Utah shall be immediately forwarded by staff to the State Auditor within thirty (30) days.

Section 3. Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Harrisville City Council this 29th day of October, 2024.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	_____	_____
Steve Weiss	_____	_____
Blair Christensen	_____	_____
Max Jackson	_____	_____
Karen Fawcett	_____	_____

DRAFT

**FY 2025 Budget
Proposed Budget Amendments
October 29, 2024**

[illegible]

**HARRISVILLE CITY
ORDINANCE 559**

750 WEST ZONING MAP AMENDMENT

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE
GENERAL PLAN MAP AND OFFICIAL ZONING MAP FOR CERTAIN
PARCELS ON 750 WEST BASED UPON AN APPLICATION FILED WITH
THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

WHEREAS, the City has adopted a General Plan Land Use and Official Zoning Map to govern land use within the City;

WHEREAS, the City received an Application to amend the General Plan Land Use and Official Zoning Map of Harrisville City filed by the putative property owner, Spencer Stephens Construction, and desires to act upon the same;

WHEREAS, the attached Exhibit "A" contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

WHEREAS, after publication of the required notice the Planning Commission held a public hearing on October 9, 2024, to take public comment on this proposed ordinance, and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2024, to act upon this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Harrisville as follows:

Section 1: Zoning Map Amendment. That the Zoning Map for certain real property identified as Weber County Parcel Number 17-066-0011 and as set forth in the attached Exhibit "A" which is hereby adopted and incorporated herein by this reference, is hereby changed from A-1(Agricultural) to the CP-2 (Commercial) Zone.

Section 2: Concept Plan. The Concept Plan attached in Exhibit "A" which is hereby adopted and incorporated herein by this reference is adopted as the required Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this _____ day of _____, 2024.

MICHELLE TAIT
Mayor

Jack Fogal
City Recorder

RECORDED this _____ day of _____, 2024.
PUBLISHED OR POSTED this _____ day of _____, 2024.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR
POSTING**

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) Harrisville Cabin and 3) 2150 North on the above referenced dates.

City Recorder

DATE: _____



HARRISVILLE CITY

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PLANNING
COMMISSION:

Nathan Averill
Chad Holbrook
Jordan Read
Angie Francom
Isaac Thomas

Staff Report

Ordinance 559 – 750 West Zoning Map Amendment October 1, 2024

Application Information

Application Request: Applicant is requesting a Public Hearing to consider an ordinance to rezone approximately 3.00 acres of property located at 2535 North 750 West from Agricultural (A-1) to Planned Community Commercial Zone (CP-2).

Agenda Date: October 9, 2024
Applicant: Cecil Satterthwaite

Property Information

Property Address: 2535 N 750 W, Harrisville, Utah
Current Zoning: Agriculture (A-1)
Future Land Use: Planned Community Commercial Zone (CP-2)
Proposed Land Use: Planned Community Commercial Zone (CP-2)

Current Adjacent Land Use:

North: C-2 (General Commercial C-2 Zone, current zoning for Pleasant View City)
South: A-1 (Agriculture)
East: A-1 (Agriculture)
West: CP-2 (Planned Community Commercial Zone)

General Plan Future Land Use:

All property located south of 2550 N, west of 750 West, and east of Hwy 89 shows these properties to all be rezoned to the CP-2 Zone.

Purpose and Intent of the CP-2 Zone:

To provide areas of selected commercial activity for the sale of goods and services to the general public in a community and regional market. The location of the zone should be along selected locations adjacent to the arterial streets which run through Harrisville and that provide good access with limited disturbance to the residential areas of the community. The physical development of Harrisville requires that uses be considered which do not adversely impact adjacent residential and agricultural land uses and provide a benefit to the community by providing needed goods and services.

Applicable Ordinances:

§12.02.03 Rezone of Property

Legislative Decisions

This item relies on the Planning Commission's legislative authority in which it has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the City Council. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary

This rezone request seeks to follow the Future Land Use recommendations as outlined in the city's adopted General Plan. Additionally, the requested zoning change complies with the requirements and the purpose of the CP-2 Zone as previously outlined above and will promote consistency in the area to create a more cohesive zoning framework, in alignment with Harrisville City's development goals as detailed in the General Plan and zoning ordinances. The change to CP-2 zoning will also enable the applicant to seek development opportunities that complement surrounding land uses while enhancing the community's economic vitality.

Planning Commission Consideration and Recommendation

After a thorough review and analysis, the staff has concluded that this rezoning request meets the purpose and intent of Harrisville City's General Plan. As a result, we formally recommend that the Planning Commission approve this rezone request.

Both the property owner and City staff are committed to engaging in an open and collaborative process to address any public concerns. We recognize the importance of community input and are fully prepared to respond to any questions or feedback.

Attachment(s)

Attachment A: Rezone Application and Location Map

Attachment B: Rezone Ordinance

Attachment C: Harrisville City's Current Zoning Map

Attachment D: Harrisville City's Future Land Use map

Attachment E: Pleasant View City's Current Zoning Map



Applicant/Property Owner Information

Date / Time

09/17/2024

Applicant's Address

Valeo Management PO Box 832 Eden UT 84310

Applicant's Email Address

csatterthwaite@hotmail.com

Property Owner's Mailing Address

1464 Stone Field way, Pleasant View UT 84414

Type of Rezone

Changing the current zoning map

Applicant's Name

Cecil Satterthwaite

Applicant's Phone Number

801-391-1345

Property Owner's Name

Spencer Stephens Construction

Property Owner's Phone Number

801-675-0319

Have any Conditional Use Permits been granted for this property?

No

Zoning Information

Street address or location of property for which a change in zoning is requested

2550 N 750 W Harrisville City

Current Zoning of Property

A-1

Current Zoning on General Plan

CP-2

Parcel # of property

17-066-0011

Proposed Zoning of Property

CP-2

Proposed Zoning on General Plan

CP-2

Reason for Rezone

Give the reason for requesting a rezone.

We are requesting a re-zone for the property located at 2550 N and 750 W from A-1 to CP-2. We propose to build a commercial building that will be flex space to lease to tenants that will be approved to operate in the CP-2 zone.

Explain how the proposed amendment is in harmony with the City General Plan Land Use Map, including what conditions exist in the general area to warrant such a change. How is the change in the public interest as well as the applicant's desire?

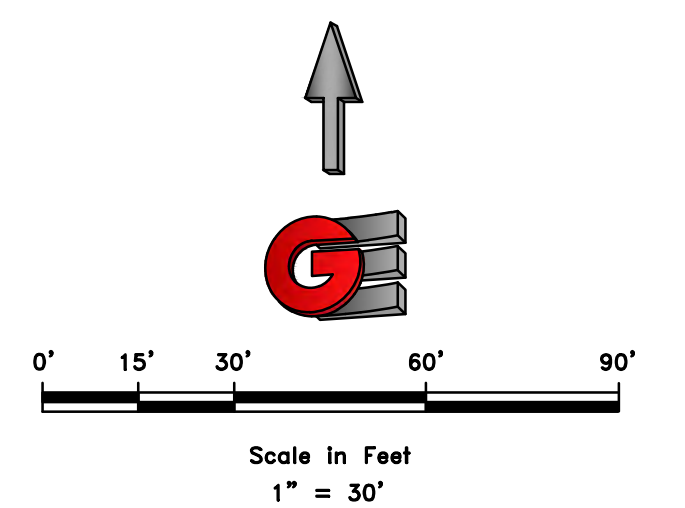
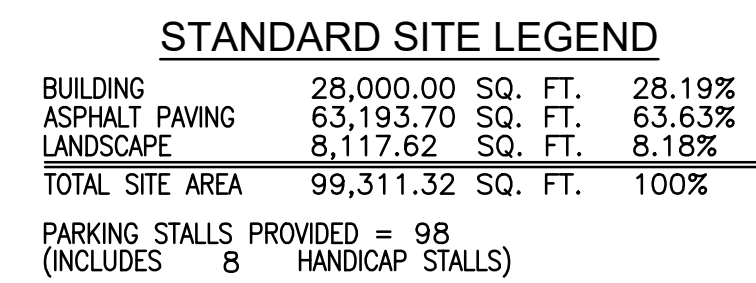
The proposed re-zone is in alignment with the city's general plan for Commercial zoning on the property. The zoning West of the property is already zoned CP-2, and there are commercial properties within the corner between 2550 N and 750 W and the intersection at 750 W and Highway 89. The re-zone will allow companies to locate in Harrisville City to provide services to the public. The re-zone will increase the tax base in Harrisville City.

As part of the rezone application process, you'll need to upload a concept site plan that is consistent with the zone you are applying for. Please upload a .pdf version of your concept plan below:

[Harrisville Commercial - Site Concept.PDF](#)

Signature

This petition must be signed by the property owner of record or the petitioner must furnish an affidavit from the owner giving authorization to appear before any city administrative or legislative body to act on behalf of the owner in matters pertaining to this petition.



DATE	8-30-2024
DESIGN	BSD
DRAWN	BSD
CHECKED	TN

DWG: 24-1205 - VALD MANDATORY 24H - HARRISVILLE COMMON/DESIGN - SITE CONSTRUCTION

CONCEPTUAL SITE PLAN
HARRISVILLE COMMERCIAL
2550 NORTH 750 WEST
HARRISVILLE CITY, WEBER COUNTY, UTAH

3 **G** **ENGINEERING**
CIVIL ■ LAND PLANNING
MUNICIPAL ■ LAND SURVEYING
 1580 W 2100S., WEST HAVEN, UT 84401
 P 801.476.0202 F 801.476.0066

C1

**HARRISVILLE CITY
ORDINANCE 559**

750 WEST ZONING MAP AMENDMENT

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE
GENERAL PLAN MAP AND OFFICIAL ZONING MAP FOR CERTAIN
PARCELS ON 750 WEST BASED UPON AN APPLICATION FILED WITH
THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

WHEREAS, the City has adopted a General Plan Land Use and Official Zoning Map to govern land use within the City;

WHEREAS, the City received an Application to amend the General Plan Land Use and Official Zoning Map of Harrisville City filed by the putative property owner, Spencer Stephens Construction, and desires to act upon the same;

WHEREAS, the attached Exhibit “A” contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

WHEREAS, after publication of the required notice the Planning Commission held a public hearing on October 9, 2024, to take public comment on this proposed ordinance, and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2024, to act upon this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Harrisville as follows:

Section 1: Zoning Map Amendment. That the Zoning Map for certain real property identified as Weber County Parcel Number 17-066-0011 and as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference, is hereby changed from A-1(Agricultural) to the CP-2 (Commercial) Zone.

Section 2: Concept Plan. The Concept Plan attached in Exhibit “A” which is hereby adopted and incorporated herein by this reference is adopted as the required Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this _____ day of _____, 2024.

MICHELLE TAIT
Mayor

Jack Fogal
City Recorder

RECORDED this _____ day of _____, 2024.
PUBLISHED OR POSTED this _____ day of _____, 2024.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR
POSTING**

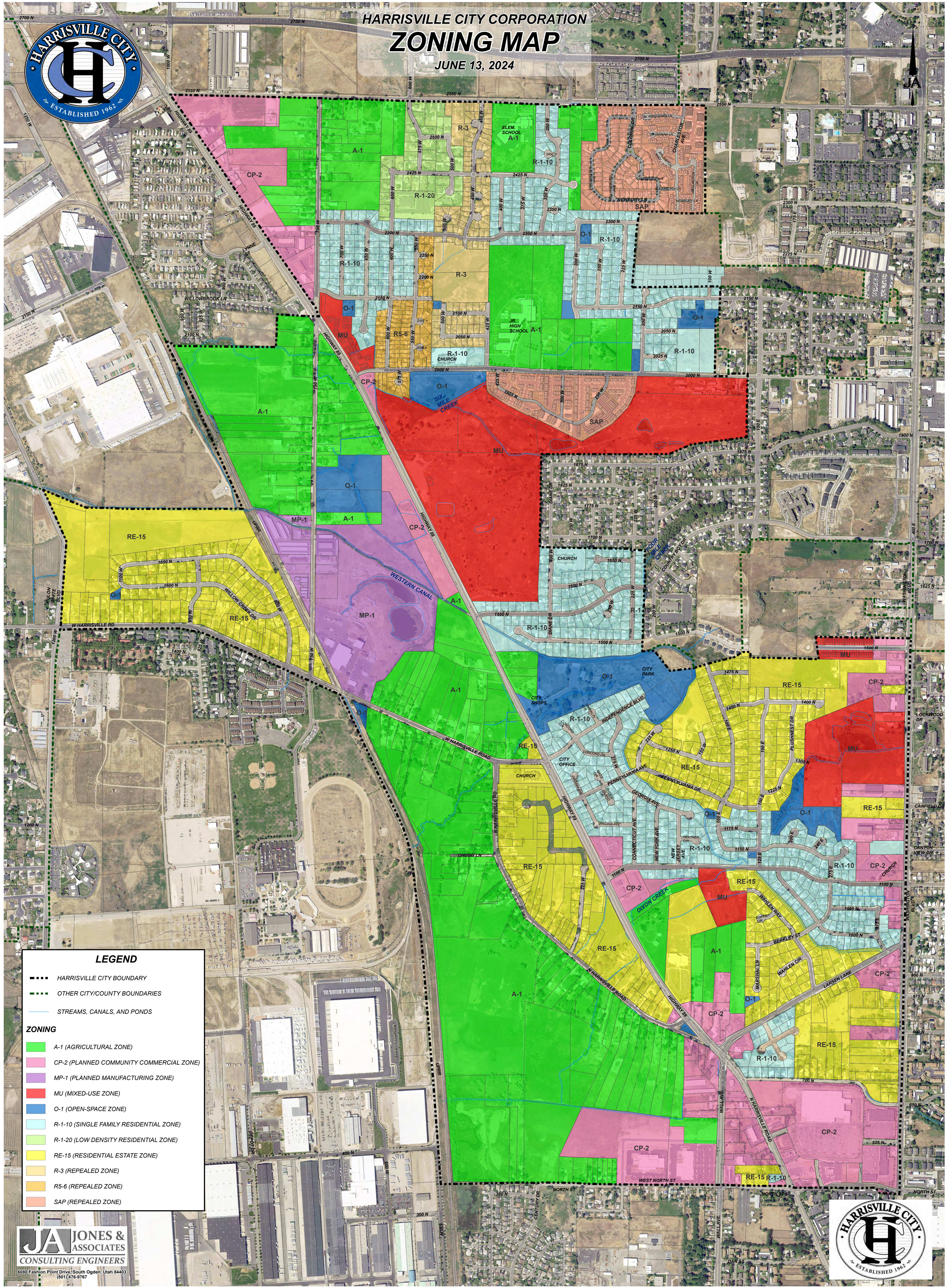
According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) Harrisville Cabin and 3) 2150 North on the above referenced dates.

City Recorder

DATE: _____



HARRISVILLE CITY CORPORATION
ZONING MAP
JUNE 13, 2024



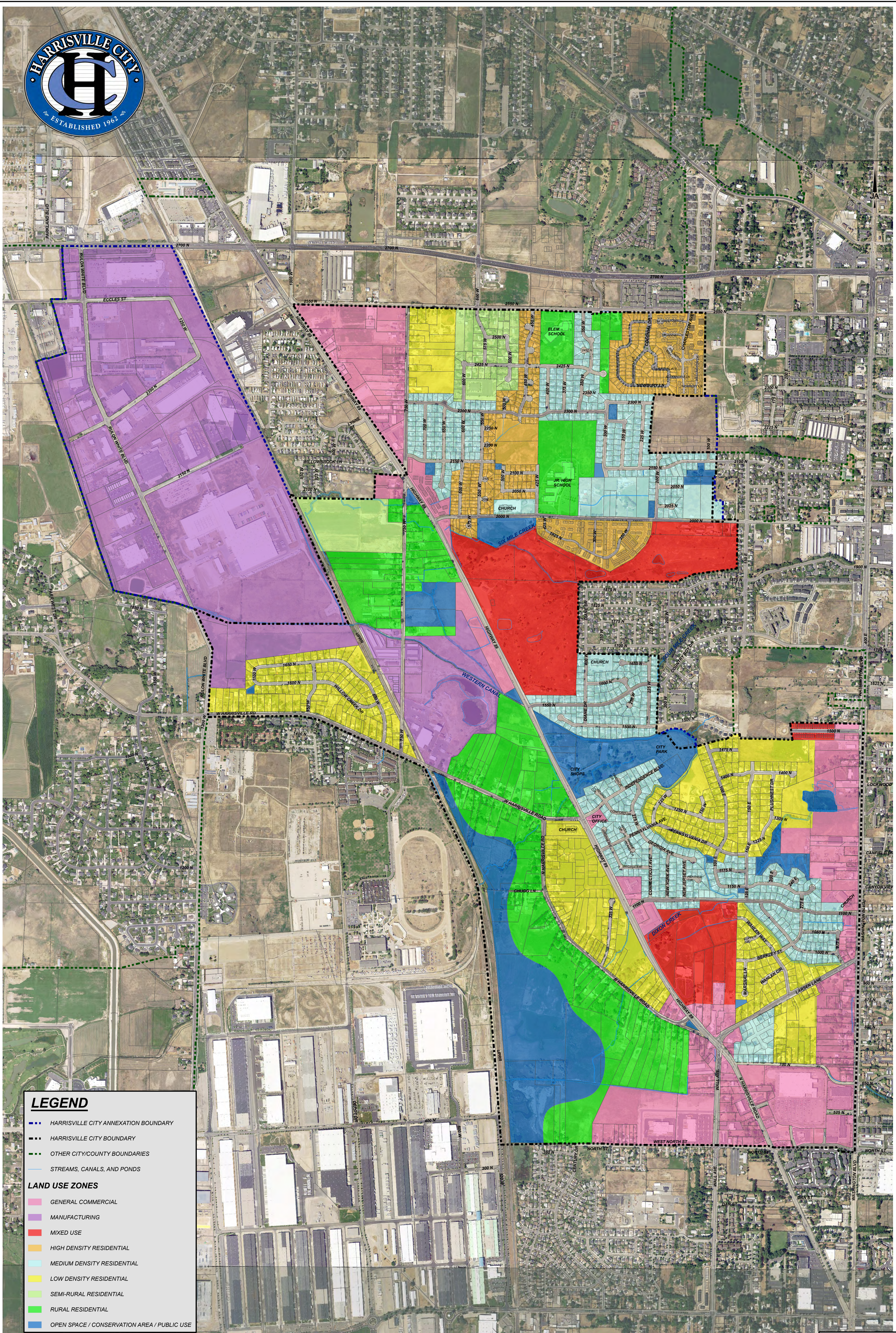
LEGEND

- HARRISVILLE CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- STREAMS, CANALS, AND PONDS

ZONING

- A-1 (AGRICULTURAL ZONE)
- CP-2 (PLANNED COMMUNITY COMMERCIAL ZONE)
- MP-1 (PLANNED MANUFACTURING ZONE)
- MU (MIXED-USE ZONE)
- O-1 (OPEN-SPACE ZONE)
- R-1-10 (SINGLE FAMILY RESIDENTIAL ZONE)
- R-1-20 (LOW DENSITY RESIDENTIAL ZONE)
- RE-15 (RESIDENTIAL ESTATE ZONE)
- R-3 (REPEALED ZONE)
- R5-6 (REPEALED ZONE)
- SAP (REPEALED ZONE)





LEGEND

- HARRISVILLE CITY ANNEXATION BOUNDARY
- HARRISVILLE CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- STREAMS, CANALS, AND PONDS

LAND USE ZONES

- GENERAL COMMERCIAL
- MANUFACTURING
- MIXED USE
- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- SEMI-RURAL RESIDENTIAL
- RURAL RESIDENTIAL
- OPEN SPACE / CONSERVATION AREA / PUBLIC USE

NOTES:

SCALE
1:8,000
DATE
6/13/2024

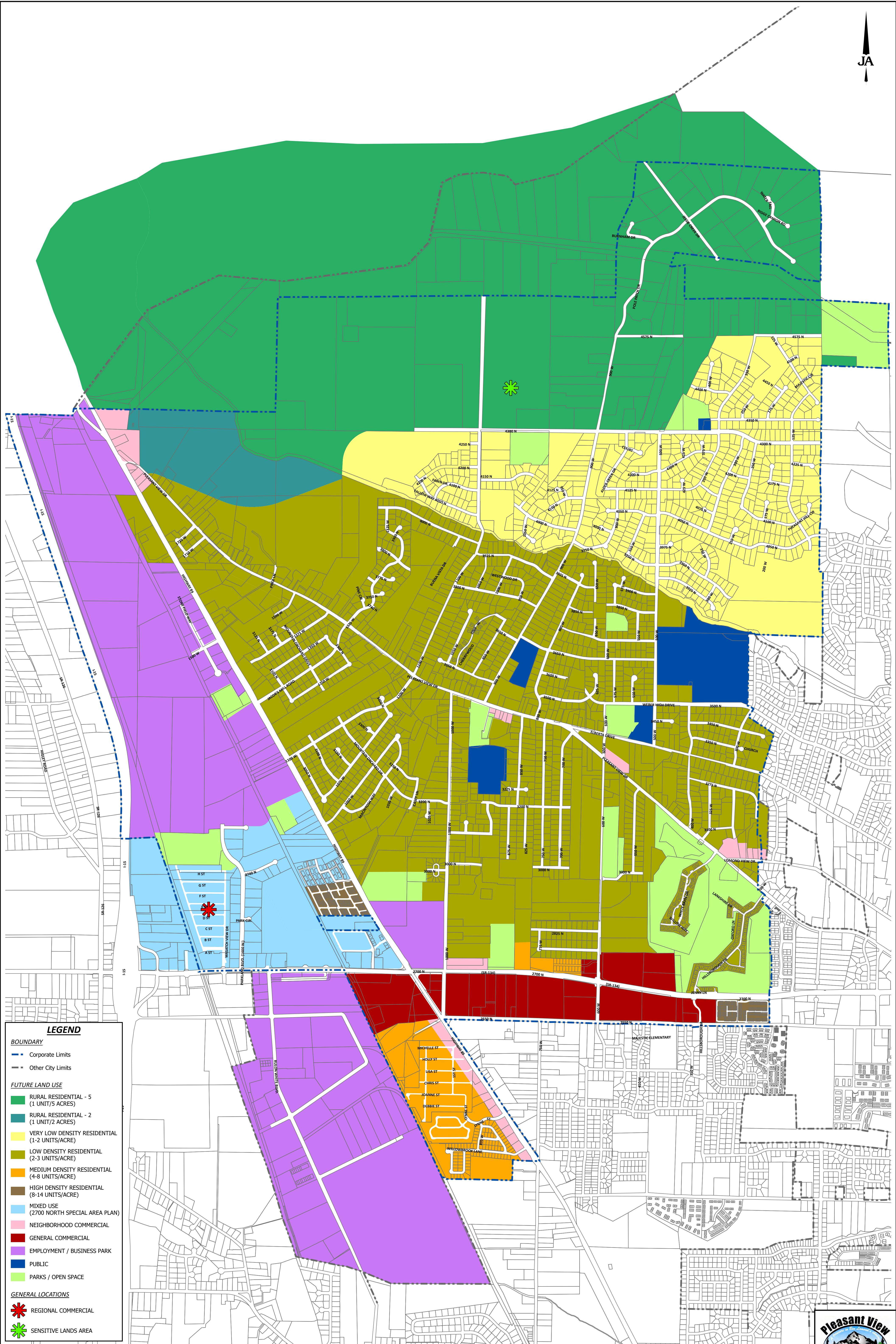
DESIGNED
DRAWN
CHECKED

JA CONSULTING ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767

HARRISVILLE CITY CORPORATION
GENERAL PLAN MAPPING
FUTURE LAND USE MAP

SHEET:
01
OF 1 SHEETS





LEGEND

BOUNDARY
- Corporate Limits
- Other City Limits

FUTURE LAND USE
RURAL RESIDENTIAL - 5 (1 UNIT/5 ACRES)
RURAL RESIDENTIAL - 2 (1 UNIT/2 ACRES)
VERY LOW DENSITY RESIDENTIAL (1-2 UNITS/ACRE)
LOW DENSITY RESIDENTIAL (2-3 UNITS/ACRE)
MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE)
HIGH DENSITY RESIDENTIAL (8-14 UNITS/ACRE)
MIXED USE (2700 NORTH SPECIAL AREA PLAN)
NEIGHBORHOOD COMMERCIAL
GENERAL COMMERCIAL
EMPLOYMENT / BUSINESS PARK
PUBLIC
PARKS / OPEN SPACE

GENERAL LOCATIONS
REGIONAL COMMERCIAL
SENSITIVE LANDS AREA

**HARRISVILLE CITY
ORDINANCE 560**

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING AND RESTATING THE MASTER DEVELOPMENT AGREEMENT FOR BEN LOMOND VIEWS DEVELOPMENT LOCATED AT APPROXIMATELY 1800 NORTH HIGHWAY 89 BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City (hereinafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development and *Utah Code Ann.*

WHEREAS, the City has received an application to amend and restate the Master Development Agreement for the Ben Lomond Views Development of Harrisville City filed by the putative property owner, BLV LLC, and desires to act upon the same

WHEREAS, the attached Exhibit contain the required Plan Maps and Master Development Plan for the area of the proposed amendment;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on October 9th, 2024, to take public comment on this proposed ordinance and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2024, to act upon this Ordinance;

NOW, THEREFORE, be it Ordained by the City Council of Harrisville City, Utah as follows:

Section 1: Plan Map and Master Development Plan Amendment and Restatement. The Plan Maps and Master Development Plan attached herein as Exhibits “A” which are hereby amended and incorporated herein by this reference are amended and restated as the required Plan Maps and Master Development Plan for the Zoning Map Amendment. Any development must substantially conform to these Plan Maps and Master Development Plan

Section 2: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.

Section 3: Effective Date. This Ordinance takes effect immediately after approval and

posting.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2024

MICHELLE TAIT, Mayor

ATTEST:

JACK FOGAL, City Recorder

RECORDED this ____ day of _____. 2024.

PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

City Recorder

DATE: _____



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

Staff Report

Ordinance 560
Ben Lomond Views
October 24, 2024

To: Harrisville Mayor and City Council
From: Jennie Knight, City Administrator
RE: Amending and Restating Master Development Agreement
Applicant: BLV LLC

Applicant, BLV LLC, is requesting amending and restating the Master Development Agreement for Ben Lomond Views. Over the last few months, staff has met with the applicant regarding updates to the MDA. The enclosed draft MDA includes redlines that clarify and bring in line the exhibits with the MDA language. A public hearing was held at the October 9th, 2024 Planning Commission to receive public comments.

The Planning Commission forwarded a positive recommendation to adopt Ordinance 560 subject to the following conditions:

- Maintaining a minimum lots size of 4,000 sq ft.
- 649 Maximum density unless the flood plain is mitigated to include the 15 additional lots.
- Support the flexibility of changing lots in the north eastern portion of the project, but maintain the current density and lot sizes of the south eastern border.
- Include either a berm or fence along Highway 89.
- Maintain the commercial element in the middle of the project, but allow for some commercial to flex to Highway 89.
- Keep the wordage of "in a timely manner" in section 2.7.1.
- Remove the "clubhouse" from the Intended Uses table "Exhibit D".

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~~Bruce R. Baird~~
~~Bruce R. Baird, PLLC~~
~~2150 South 1300 East, BLV Property Owner, LLC~~
~~1240 E. 2100 S., Suite 500-300~~
Salt Lake City, ~~UT 84108~~ Utah 84106

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AMENDED AND RESTATED

**MASTER DEVELOPMENT AGREEMENT
FOR
BEN LOMOND VIEWS**

~~June __, 2021~~

This instrument amends, restates, replaces, and
supersedes in its entirety that certain *Master
Development Agreement for Ben Lomond
Views* recorded in the office of the Weber
County Recorder on September 29, 2021, as
Entry No. 3187199.

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AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR
BEN LOMOND VIEWS

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of ~~June 2021~~, 2024, by and between HARRISVILLE CITY and ~~BLD Investment~~BLV PROPERTY OWNER, LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in this MDA are defined in Section 1.2, below.

~~B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.~~

B. ~~The City and BLD Investment, LLC, a Utah limited liability company (“Original Developer”) entered into a Master Development Agreement for Ben Lomond Views (“Original MDA”) on or about June 22, 2021. The Original MDA was recorded in the office of the Weber County Recorder on September 29, 2021, as Entry No. 3187199.~~

C. ~~Contemporaneously with the approval of the Original MDA the City approved an original master plan for the Property and the Project (“Original Master Plan”).~~

~~Contemporaneously with the approval of this MDA, the City has approved the Master Plan for the Project. The parties intend that the Master Plan will completely supersede and replace the Original Master Plan.~~

D. ~~Contemporaneously with the approval of this the Original MDA the City has zoned~~ the property “MU-LP – Ben Lomond”.

E. ~~Master Developer has acquired title to all of the Property and all of Original Developer’s interest in the Project and all the development rights and obligations under the Original MDA.~~

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F. Master Developer desires to completely amend and restate the provisions of the Original MDA as provided herein.

E.G. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.

F.H. The City has processed this MDA, the Zoning, and the Master Plan pursuant to the applicable provisions of Section Utah Code § 10-9a-501, et seq., of the Act¹ as a land use regulation including holding hearings on the MDA, the Zoning and the Master Plan before the Planning Commission and the City Council.

G.I. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

H.J. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things, requiring orderly development of the Property as a master planned development and

¹ All references to the Utah Code refer to the version in effect as of the date this MDA was approved by the City Council.

increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

I.K. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J.L. The Parties understand and intend that this MDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “~~T~~”, ~~whether or not~~ S”, specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings and other terms may be defined elsewhere in this MDA:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code ~~Ann.~~ § 10-9a-101-~~(2020)~~, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Ben Lomond Views CRA** means a community reinvestment area created by the City to use certain tax increment financing for City-related infrastructure.

1.2.5. **Buildout** means the completion of all the development on the entire Project in accordance with the approved plans.

1.2.6. **City** means Harrisville City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future, including provisions of the Harrisville City Code ("City Code"), when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of ~~the date~~ , including provisions of the City ~~approves this MDA~~ Code. A digital copy of the current City Code, including the Zoning, ~~a digital copy of~~ Ordinance, which on ~~CD~~ digital copy is ~~attached as Exhibit "T"~~ filed with the City Recorder.

Commented [KM2]: Identify the date of the vested code.

1.2.10. **Commercial Site Plan** means an application ~~for~~ Intended to develop Commercial ~~Uses other than those for purely Residential Dwelling Units~~ as designated in the Master Plan.

1.2.11. **Council or City Council** means the elected ~~City Council~~ legislative body of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final administrative

decision-making body of the City for a Development Application but does not include review comments or “redlines” by City staff.

1.2.14. **Design and Site Standards** means those standards specifically prepared for ~~the design, look, and feel of the~~this Project which are more fully specified in Exhibit “G”.

1.2.15. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.16. **Development Area** means ~~one of the areas that are a part~~any portion of the Project which is recorded as ~~conceptually illustrated in the Master Plan~~a distinct Final Plat of the Project.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.19. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.20. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit “B”, which is subject to the special provisions of Section 2.4 below.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with ~~the Act or any successor provision~~applicable Utah law, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.22. **Four Mile SSD** means a special service district to be created by the City to provide approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.23. **Intended ~~Uses~~Use** means the use ~~of all or anticipated for any~~ portions of the Project ~~for or any Development Areas. Examples of Intended Uses for the Project include, but are not limited to, for Residential Dwelling Units (single-family detached and attached), multi-family-residential~~ units, restaurants, public facilities, businesses, commercial

areas, professional and other offices, services, open spaces, parks, trails, and other uses as more fully specified in Exhibit “D”.

~~1.2.24. Master Developer~~ means BLD Investment, LLC.

~~1.2.24.~~ **Master Developer** means BLV Property Owner, LLC, a Utah limited liability company and any assignee or successor in interest with respect to the Property. The parties acknowledge that BLV Property Owner LLC intends to convey the Property, and its interest in the Project, as soon as practicable.

~~1.2.26-1.2.25.~~ **Master Plan** means the conceptual layout for ~~Commercial Development~~commercial development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project which has been approved by the City.

~~1.2.27-1.2.26.~~ **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2 below, consistent with the Property zoning and as generally depicted in the Master Plan.

~~1.2.28-1.2.27.~~ **MDA** means this Amended and Restated Master Development Agreement including all the Exhibits.

~~1.2.29-1.2.28.~~ **Millennium Park** means that public park identified on the Master Plan and specifically discussed in ~~the Millennium Park Easement Agreement (the "Millennium Park Agreement")~~Section below.

~~1.2.30-1.2.29.~~ **Millennium Park Agreement**Improvements means ~~that those~~ certain ~~easement agreement between~~ Master Developer ~~and the City entered into and recorded contemporaneously with this MDA~~obligations regarding the ~~use, operation, improvement, maintenance and other aspects of the~~ to Millennium Park, ~~the form of which is attached hereto, with descriptive elements,~~as described in Exhibit "S".

~~1.2.31-1.2.30.~~ **Multi-Family Site Plan** means a site plan for a multi-family ~~Development~~component of the Project where no Subdivision is required.

~~1.2.32-1.2.31.~~ **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

Commented [JH3]: Removing this agreement but developer obligations are still identified in Exhibit "S"

~~1.2.33~~1.2.32. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

~~1.2.34~~1.2.33. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

~~1.2.35-1.2.34.~~ **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

~~1.2.36-1.2.35.~~ **Planning Commission** means the City's Planning Commission.

~~1.2.37-1.2.36.~~ **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

~~1.2.38-1.2.37.~~ **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

~~1.2.39-1.2.38.~~ **PTOS Plan** means the plan for developing, managing, preserving improving the neighborhood parks, trails, and open space in the Project, (excluding Millennium Park), as more fully specified in Exhibit "O".

~~1.2.40-1.2.39.~~ **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

~~1.2.41-1.2.40.~~ **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

~~1.2.42-1.2.41.~~ **Standards Deviations** means those deviations from the City's existing ~~City~~ development, design, engineering, and other standards, including but not limited to those standards that are included in the City's Vested Laws, which are specified in Exhibit "H" and which are subject to the provisions of Sections 2.1 and 5.1, below.

~~1.2.43-1.2.42.~~ **Sub-developer** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases ~~one~~ or more Development ~~Area~~Areas for development.

~~1.2.44-1.2.43.~~ **Subdivision** means the division of any portion of the Project into separate legal parcels or lots of real property as developable lots pursuant to the Act and/or the Zoning Ordinance.

~~1.2.45-1.2.44.~~ **Subdivision Application** means the application to create a Subdivision.

~~1.2.46-1.2.45.~~ **Zoning** means the “MU-LP – Ben Lomond” zoning for the Property adopted by the City contemporaneously with the approval of this MDA.

~~1.2.47-1.2.46.~~ **Zoning Ordinance** means the ~~City’s~~ Land Use ~~and Development~~ Ordinance of Harrisville City, Section 11.01.010, et seq., of the Harrisville City Code adopted pursuant to the Act ~~that is part of the City’s Vested Laws, as the same~~ was in effect as of the date ~~of this MDA as a part of~~ was approved by the City’s Vested Laws ~~City Council.~~

2. **Development of the Project.**

~~2.1.~~ Original MDA Replaced and Superseded. The parties agree that this MDA amends, restates, replaces, and supersedes the Original MDA its entirety. No provisions of the Original MDA shall be effective or binding on the Property or the Project unless contained herein.

Commented [JH4]: Double Check section references. Adding this in the numbering may change other references.

~~2.1-2.2.~~ Compliance with the Master Plan, Design Standards, and this MDA.

Development of the Project shall be in accordance with the City’s Vested Laws (except as specified in the Standards Deviation, Exhibit “H”), the City’s Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City’s Vested Laws, then this MDA shall be controlling.

~~2.2-2.3.~~ Maximum Residential Units/Intended Uses. At Buildout of the Project,

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Master Developer shall be entitled to have developed the Maximum Residential Units of Six Hundred ~~Forty-Nine (649)~~Sixty-Four (664) Residential Dwelling Units, ~~comprising 425 single family homes, 144 town homes and 80 condominium apartments. An additional fifteen (15) single family home units are currently and provisionally planned in. From time to time the, Excluded Development Area, conditional on a~~

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~~resolution and remapping~~Developer may change the Master Plan configuration of the ~~current flood~~
~~plain reasonably acceptable to the City, increasing the Maximum~~type and location of Residential
~~Dwelling Units and other Intended Uses to 664) and then~~meet its needs or to respond to market
conditions. In addition to Residential Dwelling Units, Master Developer will have the right to
~~develop the Project with~~ other Intended Uses as specified in and pursuant to this MDA, ~~which~~
~~development shall be~~ of the type and in the general location as shown on the Master Plan, ~~unless~~
~~otherwise agreed to by the City staff. The reconfiguration of Residential Dwelling Uses, Intended~~
~~Uses and other development rights permitted herein may result in a change in the mix and layout~~
~~of Residential Dwelling Units and Intended Uses from those shown on the Master Plan, provided,~~
~~however, that the Maximum Residential Units provided for in this Section shall not be exceeded~~
~~for the overall Project.~~

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2.3.2.4. Limitation and No Guarantee. Master Developer acknowledges that the
development of the Maximum Residential Units and every other aspect of the Master Plan requires
that each Development Application comply with the City's Vested Laws, the Master Plan, the
Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the
Master Developer will be able to construct the Maximum Residential Units or any other aspect of
the Project until and unless all the applicable requirements of the City's Vested Laws are complied
with.

2.4.2.5. Excluded Development Area. The Parties acknowledge that
~~residential~~ development
in the ~~Excluded Development Area is currently and potentially impacted by issues related to storm~~
water drainage, a potential flood plain and other issues. It is Parties' intent, and current agreement,
~~as and when those issues are resolved, that Master Developer must obtain approval to remove the~~
~~floodplain from the Excluded Development Area before Residential Dwelling Units will be~~
~~allowed to be built in the Excluded Development Area. All other Intended Uses such as parks,~~

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open space, clubhouses, or other Project amenities are allowed in the Excluded Development Area.
If the applicable flood map for the Excluded Development Area is revised or adjusted in a manner
that reasonably allows for residential development, the Master Developer will be able to pursue
and allow development in the Excluded Development Area as illustrated in the Master Plan, ~~and or~~
in a manner allowed under the terms of this MDA, ~~with the potential addition of up to fifteen (15)~~
~~Residential Units to but cannot exceed~~ the Maximum Residential Units ~~identified in Section 1.2.26,~~
subject to such amendments of this MDA as may reasonably be required.

2.5.2.6. Design Standards for Commercial Development and Condominium Units.

The Parties acknowledge that the precise design standards for the commercial ~~areas and the two~~
condominium ~~buildings~~ uses shown on the Master Plan are not yet completed. ~~The Design and Site~~
~~Standards, Exhibit "G", includes some renderings and other~~ Final details ~~and,~~ design concepts. ~~The~~
~~Parties shall work cooperatively to amend this MDA within a period, and renderings for the~~
commercial and condominium buildings may be approved by the City's staff consistent with the
City's standard process for approvals for these uses. .

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Commented [GU5]: Commercial site plans are approved by the Planning Commission.

~~sequencing outlined in Section 2.6.6, to include detailed and reasonable design standards for the commercial and condominium uses and to work toward final building exterior designs.~~

2.7. Sequencing and Relationship of Residential and Commercial Uses.

2.7.1. General Statement. The Parties acknowledge that, separate from and related to the City's interest in the development of Residential Uses within the ~~Development Project~~, the City has an interest in the development of areas designated on the Master Plan to include multi-family/condominiums and commercial ~~("Retail/Office")~~(including retail/office) units, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer, ~~The City~~ desires certain assurances that Master Developer is and will remain committed to develop the commercial and condominium areas ~~in a timely manner when it is economically and market feasible to do so.~~ To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.7.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the ~~Development Project~~, including the layout of roads and general infrastructure within those subdivisions, ~~with the goal of satisfying all requirements for approvals within a period of not more than twelve (12) months from the Effective Date of this Agreement.~~ For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer's subdivision applications ~~with the goal of providing required approvals within the stated target period.~~

2.7.3. Timely Application Review. The Parties ~~acknowledge that an~~ accelerated sequencing of sub-development to the Parties mutual benefit, including the City's proper and timely review, analysis and consideration of Master Developer's anticipated and separate residential subdivisions ~~within the period stated in subsection 2.6.2, will likely, may~~ require the supplementation of currently-limited City resources, including overtime expenses or the

|

|

potential

|

Outsourcing to third-party engineers and consultants to assist in said reviews and analysis, as provided in Section 7.1 below. ~~In consideration of, and to offset the additional expenses likely to be incurred by the City in those efforts, the Master Developer will deposit with the City within thirty (30) days after the Effective Date One Hundred Fifty Thousand Dollars (\$150,000.00) to be held in escrow and applied to the payment of those additional expenses~~Original Developer has deposited \$150,000.00 into escrow with the City to be applied to the payment of such Outsourcing expenses. Any portion of such funds which are unused when the Project is fully developed will be delivered to Master Developer.

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2.7.4. Infrastructure Development. Upon approval of all subdivisions by all governmental entities necessary to the approval process, and subject at all times to the requirements and reservations outlined in Subsection ~~2.6.7.~~ below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the ~~entire Development~~Project, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. ~~Assuming necessary approvals from the City and all utilities by Spring 2022, Master Developer projects, without guarantee, completion of residential infrastructure within twelve (12) months of approval, with appropriate and reasonable adjustments to that timeframe for any delays in approvals beyond June 30, 2022~~The parties anticipate that such infrastructure development will be concluded within five (5) years after the time when: (a) the last Final Plat(s) and/or site plan(s) are approved from any applicable governmental entities, including, as applicable, the Utah Department of Transportation, for the entire Project; and (b) construction of such infrastructure begins for said Final Plat(s) and/or site plan(s).

2.7.5. Condominium and Commercial Buildings Design. Separately, Master Developer and the City, through its Planning Commission, will actively and in good faith

promptly engage in ~~such~~ all reasonable and required review (including charrettes as may be necessary) to finalize acceptable architectural designs and drawings specifically for the ~~four~~ commercial retail/office buildings and the ~~two~~ condominium buildings, ~~to be constructed in locations generally consistent with the conceptual site plan designs presented by Master Developer within the area of the Master Plan designated for those units. The Parties will cooperate in that process with a mutual and agreed goal of final and approved design and drawings.~~

~~exclusive of tenant related work in the commercial buildings, by not later than eighteen (18) months after the Effective Date.~~

~~2.7.7. Commercial Building Sequencing. Master Developer shall commence development and construction of the four commercial buildings as follows:~~

~~2.7.11.0. Construction of two of the four commercial buildings will commence by not later than the date on which a total of 70% of all residential units have been completed and receive certificates of occupancy;~~

~~2.7.12.0. Construction of the remaining two of the four commercial buildings will commence by not later than the date on which a total of 85% of the residential units have been completed and receive certificates of occupancy.~~

2.7.6. Reserved .

-

~~2.7.13.~~2.7.7. Development Area Sales. The City acknowledges that the precise

location and details of the public improvements, lot layout and design and any other similar item regarding the development of ~~any~~ particular Development Area, may not be known at the time of the creation of or sale of a Development Area: from the Master Developer to a third party. Master Developer may ~~obtain approval of a division~~divide or partition ~~of~~ the Property as is provided in Section Utah Code § 10-9a-103(6568)(c)(v) of the Act that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure ~~in the~~that may be required to service a Development Area shall be that of the Master Developer or a Sub-developer ~~upon a subsequent re-Subdivision of the Development Area that creates individually developable lots or upon the approval of a Commercial Site Plan or Multi-~~

~~family Site Plan~~ as may be assigned by the Master Developer. However, construction of improvements within a Development Area shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

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~~2.7.14. Transfers of Residential Dwelling Units and Other Intended Uses.~~

~~The Master Plan provides that Residential Dwelling Units and Other Intended Uses may be transferred between or among Development Areas by Master Developer subject to certain limited and specified parameters as a matter of right without any approvals being required by the City.~~

~~2.7.8. Reserved~~

~~2.7.17-2.7.9. Accounting for Residential Dwelling Units and Other Intended~~

Commented [JH6]: This is now addressed in section 2.3 "Maximum Residential Units/Intended Uses"

~~Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat or Commercial Site Plan for any Development Application for areas to be developed by Master Developer Area, Master Developer shall provide the City a Development Report showing any the number of Residential Dwelling Units or other Intended Uses development rights used with the Development Application within the recorded Final Plat or Commercial Site Plan and the number of Residential Dwelling Units and other Intended Uses remaining with Master Developer development rights for the remaining Project. The Development Report shall also account for any required Open Space. The Development Report shall be in a form substantially similar to Exhibit " " attached hereto.~~

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~~2.7.18-2.7.10. Accounting for Residential Dwelling Units and Other Intended~~

~~Uses for Development Areas Sold to Sub-developers. Any Development Area sold by Master~~

~~Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer shall provide the City a Development Report and must include an illustration or plat map showing the ownership of the Development Area(s) sold; the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s); the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan.~~

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~~2.7.19-2.7.11. Return of Unused Residential Dwelling Units or Other Intended~~

~~Uses. If any portion of the Maximum Residential Units or other Intended Uses development rights transferred to a~~

Sub-developer are unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other ~~Intended Uses~~development rights shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

2.8. Project Amenities. The maps included in the Exhibits to this MDA which depict a clubhouse and other community amenities are provided for conceptual purposes only and are not to be construed as representations, guarantees, or requirements under this MDA. The Master Developer has the option, but not the obligation, to construct or provide amenities such as pools, clubhouses, play equipment, landscape amenities or other amenities beyond those expressly identified in the PTOS Plan. Any amenities depicted in the exhibits, other than those in the PTOS Plan, are illustrative and are not a commitment to build or provide such amenities.

Commented [GU8]: Is developer committing they will complete the parks in accordance to the PTOS plan (Mainly Exhibit O-3 which outlines amenities)? Reserving the right to substitute amenities according to typical projects for this developer?

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law ~~and pursuant to Section~~consistent with the provisions of Utah Code § 10-9a-509 of the Act.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer ~~Agreement~~ Consent. Any portion of the City's Future Laws that Master

Developer agrees in writing will be applicable to the application thereof to the Project a particular Development Application;

3.2.2. State and Federal Compliance. Any portion of the City's Future Laws which are

generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any portion of the City's Future Laws that are updates or amendments

to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the International Residential Code or similar standards that are generated by a nationally or statewide

recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes ~~into~~ laws, rules

or regulations of any other entity that provides services to the Project.

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

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

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code ~~Ann.~~ § 11-36a-101 ~~(2020)~~, *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes: (a) do not work to reduce the Maximum Residential Units; (b) are generally applicable across the entire City; and (c) do not materially and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code ~~Ann.~~ § 10-9a-509(1)(a)(~~i~~) ~~(2020ii)~~(A).

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4. **Term of Agreement.** This MDA shall expire ten (10) years after the date this MDA is recorded in the office of the Weber County Recorder. So long as there is no uncured default on December 31, 2031. If the part of Master

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4. Developer has not been declared to be currently in Default as of December 31, 2031 (and if any on such Default is not being cured), date, then the term of

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this MDA shall be automatically extended until December 31, 2036. This for an additional five (5) years. Notwithstanding the foregoing, this MDA shall also terminate automatically at Buildout.

6.5. Public Infrastructure.

6.1.5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws (except for those exceptions specified in the Standards Deviations, Exhibit "H") and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

6.2.5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. In addition, the City specifically agrees to accept surety bonds if the corporate surety is licensed in the State and has a minimum financial strength rating of at least "A-" as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws terms required by the Act.

7.6. Parks, Trails and Open Space/Millennium Park. Master Developer shall be responsible for creating, dedicating, and improving the parks, trails and open space in the Project

as specified in the PTOS Plan. The Master Developer shall make specific improvements to the
existing Millennium Park ~~(excluded from the PTOS Plan)~~ shall be operated, improved, maintained,
~~and managed pursuant to the Millennium Park Agreement~~ as outlined in Exhibit “S”.

8.7. Processing of Development Applications.

8.7.1. Processing of Development Applications. Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or Outsourcing that may be necessary to meet the desired schedule. If the City determines that Outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. If the Master Developer notifies the City that it desires to proceed with the Outsourcing based on the City's reasonable estimate of costs, the City may apply funds deposited by Master Developer under Section 2.6.3 above against the differential cost. Similarly, if a Sub-developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Sub-developer shall deposit in advance with the City the estimated differential cost. In either case, with deposits secured, the City shall promptly proceed with having the work Outsourced in a manner agreed. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all

work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

8.2.7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

8.3.7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

8.4.7.4. Processing of Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans. Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans shall be processed by the “Land Use Authority”, pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the Master Plan.

8.5.7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

8.6.7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

8.7.7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City’s denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

8.8.7.8. Mediation of Development Application Denials.

8.8.1.7.8.1. Issues Subject to Mediation.
Issues resulting from the City’s

Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by “Meet and Confer” shall be mediated and include, but are not necessarily limited to, the following:

8.8.1.1.7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

~~8.8.1.2~~7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

~~8.8.1.3~~7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards,

~~8.8.1.4~~7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

~~8.8.1.5~~7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

~~8.8.1.6~~7.8.1.6. the issuance of subdivision applications and related review of project-wide systems designs.

~~8.8.2~~7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

~~8.9~~7.9. Arbitration of Development Application Objections.

8.9.1.7.9.1. Arbitration Process. If the City and Applicant are unable to resolve

an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

9.8. Application Under City's Future Laws. Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this ~~Agreement~~MDA.

10.9. Default.

10.1.9.1. Notice. If Master Developer or a Sub-developer or the City fails to perform

their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

~~10.2.9.2.~~ Contents of the Notice of Default. The Notice of Default shall:

~~10.2.1.9.2.1.~~ Specific Claim. Specify the claimed event of Default;

~~10.2.2.9.2.2.~~ Applicable Provisions. Identify with particularity the provisions

of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

~~10.2.3.9.2.3.~~ Materiality. Identify why the Default is claimed to be material;

and

~~10.2.4.9.2.4.~~ Optional Cure. If the City chooses, in its discretion, it may propose

a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

~~10.3.9.3.~~ Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of

Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

~~10.4.9.4.~~ Remedies. If the parties are not able to resolve the Default by “Meet and

Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies:

~~10.4.1.9.4.1.~~ Law and Equity. All rights and remedies available at law and in

equity, including, but not limited to, injunctive relief and/or specific performance.

~~10.4.2.9.4.2.~~ Security. The right to draw on any security posted or provided in

connection with the Project and relating to remedying of the Default.

~~10.4.3.9.4.3.~~ Future Approvals. The ~~right to withhold~~ all further reviews,

approvals, licenses, building permits and/or other permits for development of the ~~Project~~portions of the Project then being developed by Master Developer in the case of a default by Master Developer, or in the case of a default by a Sub-developer, the right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of those Development Areas owned by the Sub-developer until the Default has been cured or a

bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding of any Development Applications for or the exercise of other remedies with respect to, Master Developer or any other Sub-developer that is not in Default.

~~10.5.9.5.~~ Public Meeting. Before any remedy in Section 9.4 may be imposed by the

City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

~~10.6.9.6.~~ Emergency Defaults. Anything in this MDA notwithstanding, if the City

Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

~~10.7.9.7.~~ Extended Cure Period. If any Default cannot be reasonably cured within

thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

~~10.8.9.8.~~ Default of Assignee. A default of any obligations assumed by an assignee

shall not be deemed a default of Master Developer.

~~10.9.9.9.~~ Limitation on Recovery for Default – No Damages. Anything in this MDA

notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

~~11.10.~~ **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

~~BLD Investment, LLC
Attention: William Scott
156 Place Road West
Hinesburg, VT 05461
Wscott8@gmail.com~~

~~BLD Investment, LLC
Attention: Doug Palermo
51 West Center St. #644
Orem, UT 84057
depnorfolk@gmail.com
BLV Property Owner,
LLC
[\[Add Contact Info\]](#)~~

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With a Copy to:

~~Bruce R. Baird
Bruce R. Baird PLLC
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106
bbaird@difficultdirt.com
[\[Add Developer's Attorney Info.\]](#)~~

-

To the City:

Harrisville City
Attn: City Administrator

Bill Morris
363 West Independence Blvd.
Harrisville, UT 84404
bmorris@cityofharrisville.com
(801) 782-4100

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With a Copy to:

Harrisville City
Attn: City Attorney
Bill Morris
363 West Independence Blvd.
Harrisville, UT 84404
bmorris@cityofharrisville.com
(801) 782-4100

~~12.11.~~ **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

~~12.1.11.1.~~ **Hand Delivery.** Its actual receipt, if delivered personally, by courier service,

or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

~~12.3.11.2.~~ **Electronic Delivery.** Its actual receipt if delivered electronically by email

provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day ~~and/or~~ the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

~~12.3.11.3.~~ **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid,

by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

~~13.12.~~ **Secondary Water/Consent to Four Mile SSD.** Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy

requirements for the Project. If such service is not available from or through Pineview Water

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District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Ben Lomond Views CRA is required, but may be unable, to provide under applicable CC&Rs.

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~~14.13.~~ **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

~~15.14.~~ **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

~~16.15.~~ **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City’s entry into this MDA and the City’s performance of any of its obligation under this MDA.

~~17.16.~~ **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer ~~with~~ Except as stated herein, an assignment will require the consent of the City as provided herein, which consent may not unreasonably be withheld, conditioned, or delayed.

16.1. Complete Assignment. A complete assignment of all of Master Developer’s rights and obligations hereunder shall require the City’s consent.

16.2.

~~17.1.~~ Sale of Project, Lots, or Development Areas. Master Developer’s selling or conveying the Project, a Development Area or lots in any approved

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Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an "assignment" ~~subject to the above referenced approval by the City unless specifically designated as such an assignment by Master Developer,~~ unless Master Developer specifically provides a written assignment of all or part of the rights and obligations of the Master Developer provided for under this MDA. In either case, the sale or conveyance of the Project, a Development Area or lots in any approved Subdivision or Development Area will not require approval by the City. However, Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred.

~~17.2.16.3.~~ Related Entity. Master Developer's transfer of all or any part of the

Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City ~~unless specifically designated as such an assignment by the Master Developer.~~ Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

~~17.3.16.4.~~ Notice. Master Developer shall give Notice to the City of any proposed

assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

~~17.4.16.5.~~ Time for Objection. Unless the City objects in writing within fifteen (15)

calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

~~17.5.16.6.~~ Partial Assignment. If any proposed assignment is for less than all of

Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such ~~approved~~ partial assignment Master Developer shall not be released from any future obligations as to those obligations which ~~are have not been~~ assigned ~~but~~ and shall remain responsible for the performance of ~~any~~all obligations ~~herein retained by Master Developer.~~

~~17.6.16.7.~~ Denial. The City may only withhold its consent to an assignment of

Master

Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's

financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to “Meet and Confer” and “Mediation” processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

~~17.7.~~16.8. Assignees Bound by MDA. Any assignee shall consent in writing to be

bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

~~18.~~17. **Binding Effect.** If Master Developer sells or conveys Development Areas ~~of lands~~ to Sub-developers or related parties, the ~~lands~~Development Areas so sold and conveyed shall bear the same rights, ~~privileges, configurations, and number of Residential Dwelling Units as which~~ were applicable to such Development Area ~~and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.~~

~~19.~~18. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

~~20.~~19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

~~21.20.~~ **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this ~~Agreement~~MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID- 19 or other declared pandemic, 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.

~~22.21.~~ **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

~~23.22.~~ **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be William Scott. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

~~24.23.~~ **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

~~25.24.~~ **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master Developer or a Sub-developer, the City will execute an estoppel certificate to any third party

certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this ~~Agreement~~MDA.

~~26.~~25. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

~~27.~~26. **Effective Date.** This MDA shall become effective upon ~~Master Developer giving the date~~ Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before December 31, 2021, then this MDA shall become null, void and of no effect. when the City and Master Developer have both signed this MDA, as indicated by the last-dated signature on the signature pages below.

~~28.~~27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land. The ~~data disk~~digital copy of the City Code which forms part of the City's Vested Laws, ~~Exhibit "T"~~, shall not be recorded in the chain of title. A secure copy of Exhibit "T" the Cit's Vested Laws shall be filed with the City Recorder and each party shall also have an identical copy.

Commented [JH9]: Did this happen? If yes, how is it accessed?

~~29.~~28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA pursuant to a lawfully binding resolution or ordinance of the City ~~pursuant to Resolution No. approved by the City Council.~~
~~_____ adopted by the City on _____, 2021.~~

END OF MDA. SIGNATURE PAGE FOLLOWS

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

*****SIGNATURE PAGE FOLLOWS*****

MASTER DEVELOPER
~~BLD Investments~~BLV Property Owner, LLC CITY
Harrisville City

By: Douglas E. Palermo By: Michelle Tait
Its: Manager Its: City Mayor
Date: _____ Date: _____

Approved as to form and legality: Attest:

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WEBER)

On the ____ day of _____, 2021~~2024~~,
personally appeared before me ____ who being by me duly sworn, did say that he is the City Mayor
of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed
in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that
the City executed the same.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WEBER)

On the ____ day of _____, 2021, personally appeared before me _____, who
being by me duly sworn, did say that he is the Manager of ~~BLD Investment~~BLV Property Owner,
LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting
held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

TABLE OF EXHIBITS

Exhibits:¹

A	Legal Description of Property
B	Master Plan Packet
B-1	Master Plan (3/28/21)
B-2	Overall Land Use
<i>B-3</i>	<i>Roadway Plan</i>
<i>B-4</i>	<i>Parking Plan</i>
B-5	Parks/Open Spaces Plan (PTOS)
<i>B-6</i>	<i>Trails Plan</i>
C	MU-LP Sub Zone Land Use Table
D	Intended Uses Table
E	Transportation Plan and ROW Standards
E-1	Narrative
E-2	Traffic Study
E-3	City Future Transportation Plan
<i>E-4</i>	<i>Roadway Plan</i>
E-5	Road Sections
<i>E-6</i>	<i>Parking Plan</i>
<i>E-7</i>	<i>Trails Plan</i>
E-8	City Trails Map
E-9	Bike Plan
F	Phasing Plan
F-1	Narrative
F-2	Phasing Map
G	Design and Site Standards and Renderings
G-1	Narrative
G-2	Residential Development and Design Standards
G-3	Preliminary Residential Renderings
G-4	Commercial Idea Boards
H	Standards Deviations

¹ Duplicate copies of italicized Exhibits may be included as elements of separate categories of documents required under Harrisville Ord. # 11.11.030.

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I	HOA Organizational Documents
J	HOA CC&Rs
K	Sensitive Lands Map
L	Geotechnical Report
	L-1 Narrative
	L-2 Preliminary Geotechnical Report
M	Conservation Plan
	M-1 Narrative
	M-2 USAOC Jurisdictional Letter
	M-3 Jurisdictional Letter Attachment
	M-4 Bio-West Aquatic Resources Inventory Report
N	Historic Resources and Preservation
	N-1 Narrative
	N-2 Cultural Inventory Report
O	Parks, Trails and Open Spaces (PTOS)
	O-1 Narrative Plan
	O-2 PTOS Plan
	O-3 Parks Plan
	O-4 Landscape Design Plan
P	Maximum Residential Units Table
Q	Development Areas
R	Maintenance Plan
S	Millennium Park Agreement
	S-1 Easement Agreement
	S-2 Developer Improvements
	S-3 Map of Improvements

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EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

PARCEL NO. 1:

PARCEL A:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY:

BEGINNING AT A POINT WHICH IS NORTH 0°28' EAST 628.6 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 6; AND RUNNING THENCE SOUTH 89°35' WEST 863.35 FEET TO THE EAST LINE OF THE STATE HIGHWAY; THENCE NORTH 26°51'30" WEST ALONG THE SAID EAST LINE 962.15 FEET; THENCE NORTH 0°33' EAST 972.79 FEET TO THE NORTH SECTION LINE OF THE SAID SECTION 6; THENCE SOUTH 89°53' EAST ALONG THE SECTION LINE 1303.5 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 0°28' WEST ALONG THE EAST LINE OF SECTION 6, 1822.20 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 1320 FEET NORTH 89°53' WEST FROM THE NORTHEAST CORNER THEREOF; RUNNING THENCE NORTH 89°53' WEST 460.48 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE STATE HIGHWAY; THENCE SOUTH 26°51'30" EAST ALONG SAID HIGHWAY TO A POINT SOUTH OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 463.31 FEET AND EAST 1,375.40 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, BASIS OF BEARINGS BEING NORTH 00°46'49" EAST BETWEEN SAID CORNER AND THE CENTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE NORTH 79°11'00" EAST 60.00 FEET; THENCE SOUTH 10°49'00" EAST 100.00 FEET; THENCE SOUTH 79°11'00" WEST 60.00 FEET; THENCE NORTH 10°40'00" WEST 100 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING AT A POINT NORTH 89°53' WEST 1303.5 FEET FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE SOUTH 0°33' WEST TO THE NORTHERLY LINE OF THE STATE HIGHWAY; THENCE NORTH 26°51'30" WEST ALONG SAID HIGHWAY TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER SECTION; THENCE NORTH ALONG SAID LINE TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 16.5 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 2:

A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 7.77 CHAINS; THENCE SOUTH 63°30' EAST 10.50 CHAINS; THENCE NORTH 61°15' EAST 6.64 CHAINS; THENCE NORTH 42°15' EAST 6.39 CHAINS; THENCE NORTH 8°00' EAST 47.54 FEET TO A POINT 213 FEET SOUTH OF THE SOUTH LINE OF 2000 NORTH STREET; THENCE EAST PARALLEL TO THE SOUTH LINE OF 2000 NORTH STREET

EXHIBIT A (Continued)

1407.58 FEET TO THE EAST LINE OF THE QUARTER SECTION; THENCE SOUTH ALONG THE QUARTER SECTION LINE 488.65 FEET TO A POINT 3.94 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 82°30' WEST 9.12 CHAINS; THENCE SOUTH 64°30' WEST 422.51 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; SAID POINT BEING WEST 978.12 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 1723.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED JANUARY 21, 2000 AS ENTRY NO. 1685613 IN BOOK 2054, PAGE 1054 OF OFFICIAL RECORDS.

ALSO EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 26, 2007 AS ENTRY NO. 2294432 OF OFFICIAL RECORDS.

PARCEL NO. 3:

A PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT SOUTH 89°36' EAST 1798.6 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 0°24' EAST 713.5 FEET; THENCE NORTH 61°30' EAST 376 FEET; THENCE SOUTH 24°45' EAST 71 FEET; THENCE SOUTH 38°30' EAST 75 FEET; THENCE SOUTH 62°30' EAST 551 FEET; THENCE SOUTH 0°45' WEST 515.5 FEET TO THE SECTION LINE; THENCE NORTH 89°36' WEST 885.8 FEET TO BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTHEAST QUARTER SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A CERTAIN FENCE CORNER WHICH IS SOUTH 89°17' EAST 1462.70 FEET ALONG THE QUARTER SECTION LINE AND THREE COURSES ALONG AN EXISTING FENCE, SOUTH 2°12' WEST 1715.70 FEET, SOUTH 89°36'47" WEST 263.65 FEET AND SOUTH 0°49'40" WEST 341.67 FEET FROM THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER SECTION; RUNNING THENCE NORTH 63°37'50" WEST 494.59 FEET ALONG AN EXISTING FENCE TO A FENCE CORNER; THENCE NORTH 2°30' EAST 35.84 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 65°15' EAST 487.05 FEET ALONG THE SOUTH DEED LINE OF THE PORTER GOOCH PROPERTY TO AN EXISTING FENCE; THENCE SOUTH 0°49'40" WEST 51.58 FEET ALONG AN EXISTING FENCE TO THE POINT OF BEGINNING.

EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED JANUARY 21, 2000 AS ENTRY NO. 1685613 IN BOOK 2054, PAGE 1054 OF OFFICIAL RECORDS.

PARCEL NO. 4:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING SOUTH 89°36' EAST ALONG SECTION LINE 1798.6 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 89°36' WEST TO STATE ROAD; THENCE NORTH 26°51'30" WEST ALONG ROAD TO A POINT 378.4 FEET NORTH AND 2052.8 FEET WEST OF SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0°52' EAST TO A POINT NORTH 0°52' EAST 447 FEET FROM SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 6°42' WEST 457.1 FEET; THENCE SOUTH 64°30' EAST 850 FEET; THENCE NORTH 61°30' EAST 348 FEET; THENCE SOUTH 0°24' WEST 713.5 FEET TO PLACE OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 55.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 54; THENCE SOUTH 00°00'00" WEST ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 54 62.83 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH

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EXHIBIT A (Continued)

71°32'30" WEST 9.71 FEET, NORTH 61°14'00" WEST 30.02 FEET AND NORTH 79°24'18" WEST 14.72 FEET TO A POINT ON THE EXTENSION OF THE WEST LINE OF SAID LOT 54; THENCE NORTH 00°00'00" EAST ALONG SAID EXTENSION 67.39 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 59, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 AND ITS EXTENSION 115.72 FEET; THENCE SOUTH 16°42'30" EAST 42.96 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH 63°38'41" WEST 56.93 FEET, NORTH 67°42'35" WEST 27.99 FEET AND NORTH 71°31'50" WEST 56.16 FEET TO THE EXTENSION OF THE WEST LINE OF SAID LOT 59; THENCE NORTH 20°00'10" EAST ALONG SAID EXTENSION 41.36 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 58, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 98.26 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 58; THENCE SOUTH 20°00'10" WEST ALONG THE EXTENSION OF SAID EASTERLY LINE 41.36 FEET TO A FENCE; THENCE ALONG SAID FENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 71°31'50" WEST 32.94 FEET, (2) NORTH 74°11'28" WEST 19.83 FEET, (3) NORTH 76°29'45" WEST 19.46 FEET AND (4) NORTH 71°32'30" WEST 19.58 FEET TO THE EXTENSION OF THE WESTERLY LINE OF LOT 57 OF SAID FAIRWAY PARK NO. 2; THENCE NORTH 00°00'00" ALONG SAID EXTENSION 46.89 FEET TO A POINT ON THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 57; THENCE NORTH 57°02'30" EAST ALONG SAID EXTENSION 16.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 52, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 00°00'00" EAST ALONG THE EXTENSION OF THE EAST LINE OF SAID FENCE 82.82 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH 79°24'18", 36.80 FEET, NORTH 06°50'40" WEST 50.13 FEET AND NORTH 06°00'19" EAST 45.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 52; THENCE SOUTH 63°37'50" ALONG SAID SOUTH LINE 41.78 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 53, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 55.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 53; THENCE SOUTH 00°00'00" WEST ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 53 67.39 FEET TO A FENCE; THENCE NORTH 79°24'18" WEST ALONG SAID FENCE 50.86 FEET TO A POINT ON THE EXTENSION OF THE WEST LINE OF SAID LOT 53; THENCE NORTH 00°00'00" EAST ALONG SAID EXTENSION 82.82 FEET TO THE POINT OF BEGINNING.

APN: 11-019-0001

APN: 17-071-0045

APN: 17-064-0002

APN: 17-064-0017

APN: 17-064-0055

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EXHIBIT A (Continued)

PARCEL NO. 5:

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

The land referred to in this report is situated in the County of Weber, State of Utah, and is described as follows :

(17-071-0001)

A part of the Southwest 1/4 of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the South line of 2000 North Street, said point being North 7.77 chains, South 63°30' East 10.50 chains, North 61°15' East 6.44 chains; North 42°15' East 6.39 chains, and North 8°00' East 289.62 feet and East 1148.43 feet from the Southwest corner of said Section 32; and running thence East along the South line of said street 110 feet; thence South 213 feet; thence West 110 feet; thence North 213 feet to the point of beginning.

(17-071-0004)

Part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the South line of road, North 7.77 chains and South 63D30' East 10.5 chains and North 61D15' East 6.64 chains and North 42D15' East 6.39 chains and North 8D East 289.62 feet from the Southwest corner of said Quarter Section; thence North 8D East 16.62 feet; thence East 20.9 chains to East line of said Quarter Section; thence South 16.6 feet to South line of road; thence West 20.9 chains, more or less, to beginning. (Being all within road)

(27-071-0054)

A part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the South line of 2000 North Street, said point being North 7.77 chains, South 63°30' East 10.50 chains, North 61°15' East 6.44 chains; North 42°15' East 6.39 chains, and North 8°00' East 289.62 feet from the Southwest corner of said Section 32; and running thence East 1148.43 feet to a point 222.5 feet West of the East line of said 1/4 section; thence South 213 feet; thence West 1162 feet to a point South 8° West 242.08 feet from the point of beginning; thence North 8° East 242.08 feet to the point of beginning.

Together with and Less and Excepting all portions conveyed in Boundary Line Agreement, recorded September 26, 2007 as Entry No. 2294432, of Official Records.

APN: 170710001

APN: 170710004

APN: 170710054

The Land described herein also known by the street address of:
101 East 2000 North, Harrisville, UT 84414

PARCEL NO. 6:

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

Part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning North 7.77 chains and South 63 deg. 30' East 10.5 chains and North 61 deg. 15' East 6.64 chains and North 42 deg. 15' East 6.39 chains and North 8 deg. East 289.62 feet to the South line of road and East along road 1258.43 feet from the Southwest corner of said Quarter Section; and thence South 213 feet; thence East to East line of said Quarter Section; thence North 213 feet; thence West along road to beginning.

APN: 17-071-0003

The Land described herein also known by the street address of:
121 East 2000 North, Harrisville, UT 84414

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Exhibit B
Master Plan

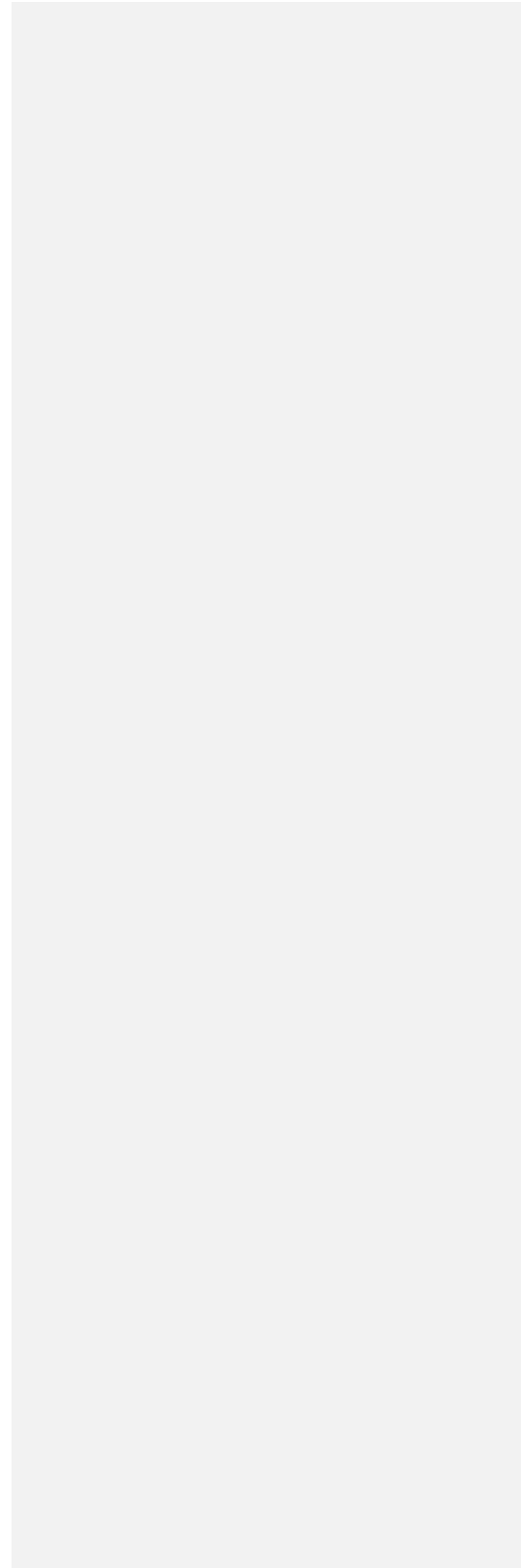


Exhibit B-1



Exhibit B-2

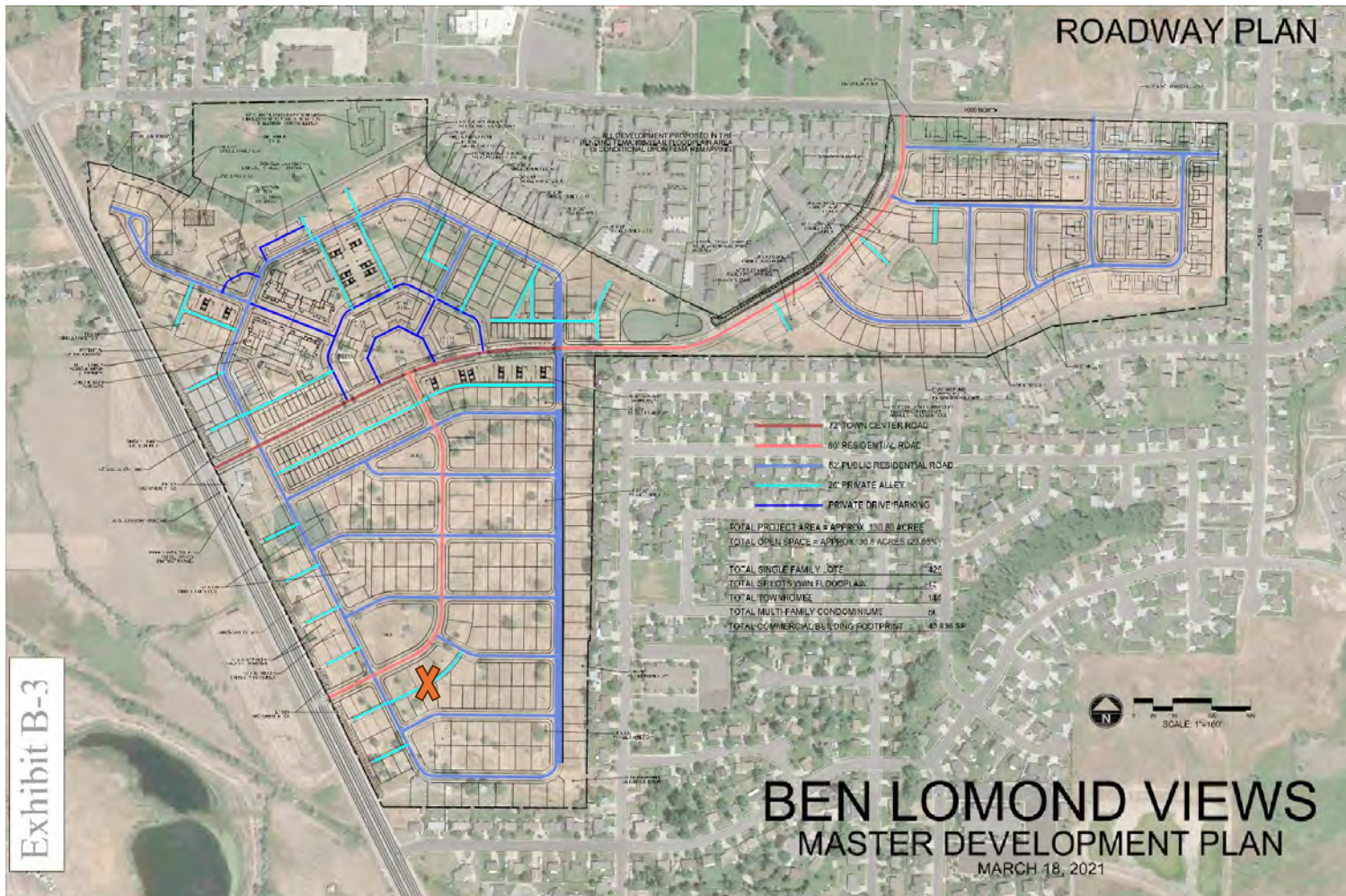


Commented [JH1]: Make this illustrative and may be modified as needed.

This does not match the table in Exhibit D. The towns should be the same color as the twins.

Remove the clubhouse and Roads as a land use

ROADWAY PLAN

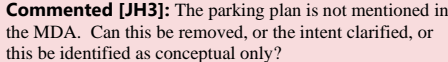


Commented [JH2]: Remove alley from single family lots by the south entrance.

Are these roadways "Standard Deviations" Would this be better located as part of Exhibit H

This map is also found in Exhibit E. Remove from here?

Commented [JH3]: The parking plan is not mentioned in the MDA. Can this be removed, or the intent clarified, or this be identified as conceptual only?



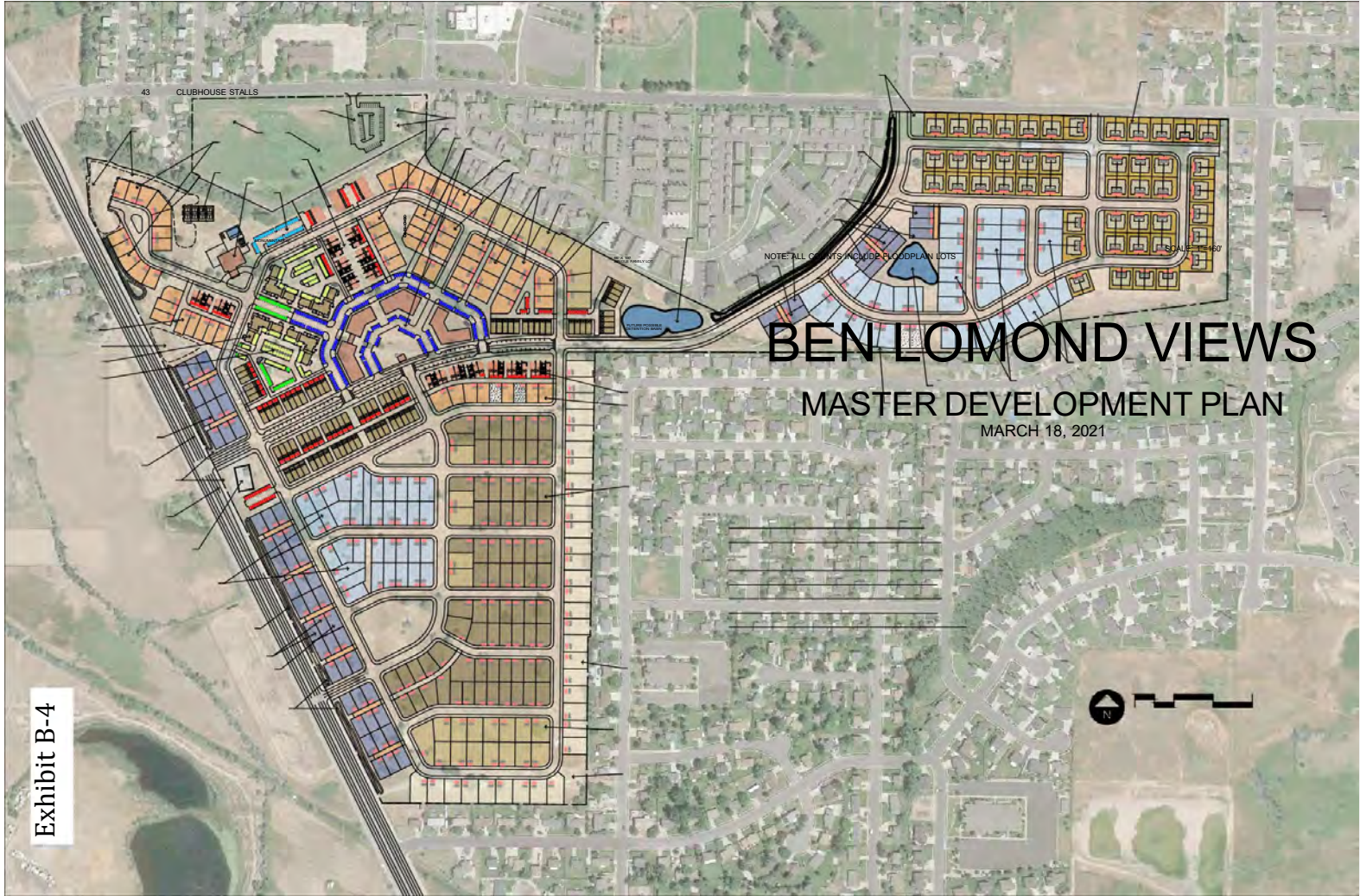
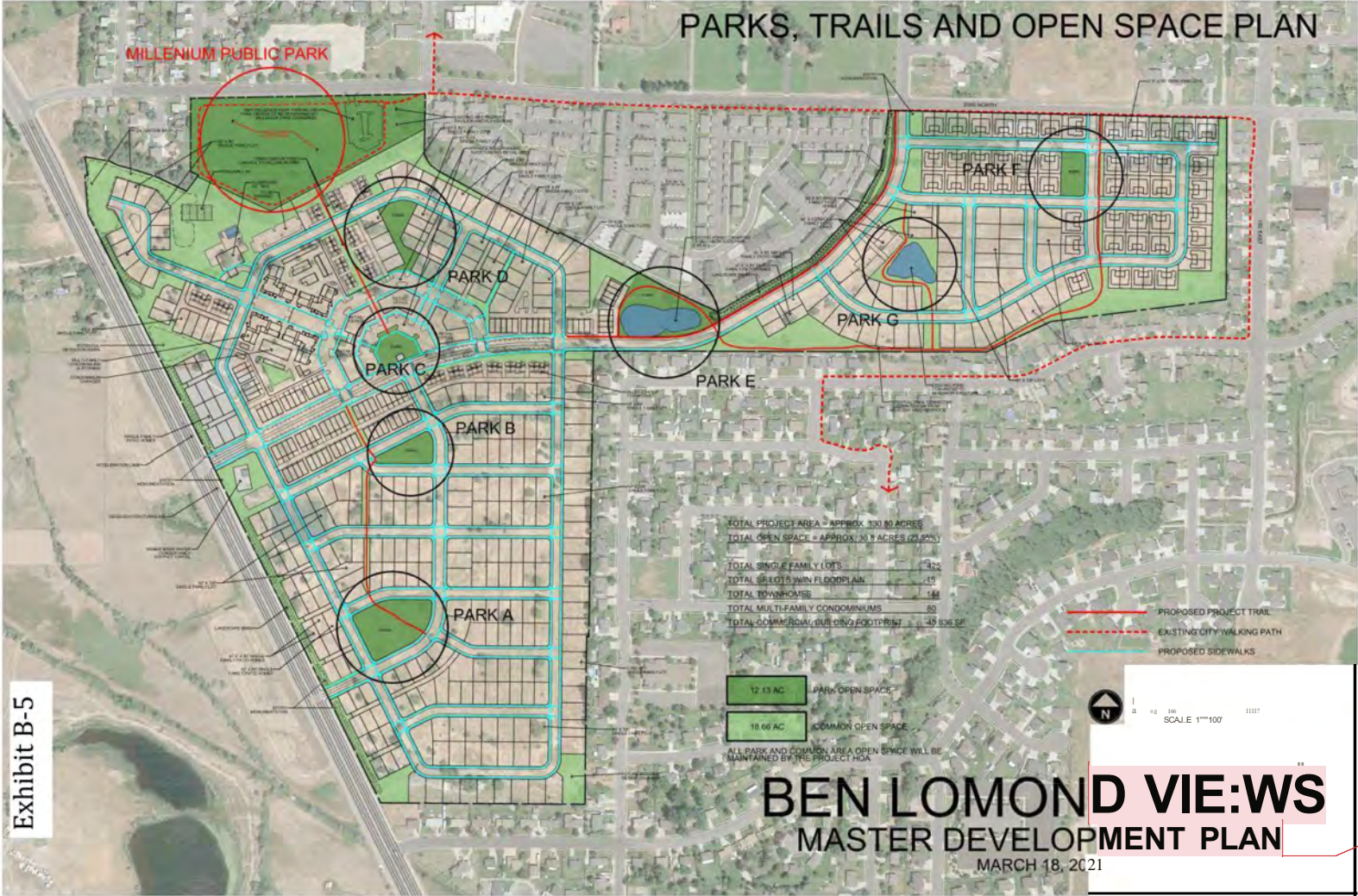
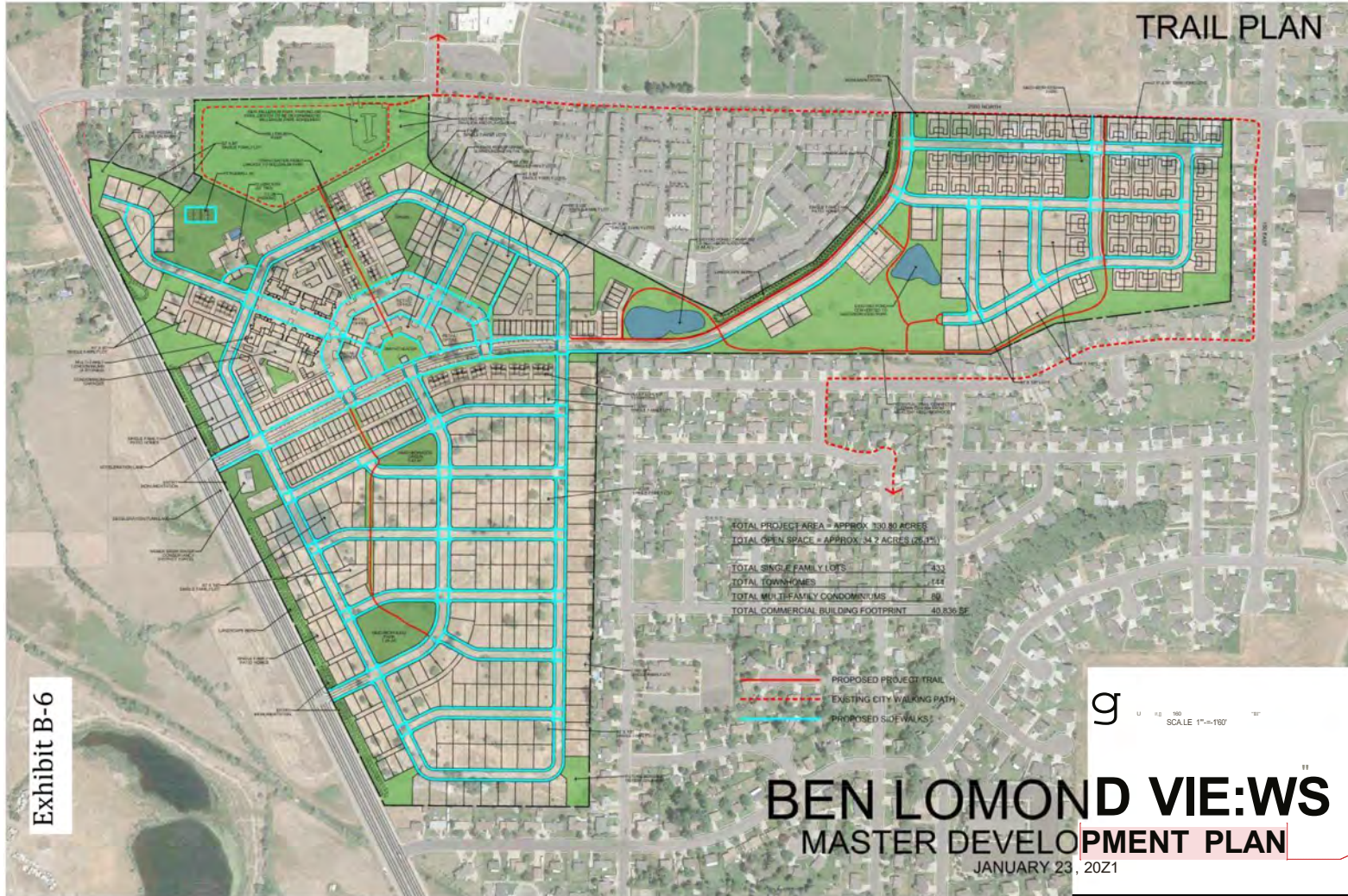


Exhibit B-4



Commented [JH4]: Remove since it's located in the PTOS plan



Commented [JH5]: Remove because it's included in the PTOS plan

Exhibit C

**MU-LP – Ben Lomond Zone
Land Use Table**

Note: The following acreages are informational only. The Commercial and Parks and Open Space land uses shall have a minimum of 4.16 acre of Commercial and 30.8 acres of Parks and Open Space (including Millenium Park). The acreage of all other uses may change and have no minimum requirement.

<u>Acre</u>	
Single-Family Residential	64.2
Multi-Family Residential	3.7
Town-Center Commercial	4.16
Parks/ and Open Spaces	30.8
Clubhouse	1.4
Road Right-of-Way	26.5
Millenium Public Park	7.2
Total	130.8

Jason Harris

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Exhibit C

**MU-LP – Ben
Lomond Zone Land
Use Table**

Note: The following acreages are informational only. The Commercial and Parks and Open Space land uses shall have a minimum of 4.16 acre of Commercial and 30.8 acres of Parks and Open Space (including Millenium Park). The acreage of all other uses may change and have no minimum requirement.

Acre

Single-Family Residential	64.2
Multi-Family Residential	3.7
Commercial	4.16
Parks/Open Spaces	30.8
Road Right-of-Way	26.5

EXHIBIT D

MU-1P – Ben Lomond Zone
Intended Uses

Master Plan Land Uses Areas

Land Use	Single Family Residential	Multi-Family Residential	Town-Center Commercial	Parks, Trails, & Open Space	Home-Owners Association Club House
Residential					
Detached Single Family Dwelling- Detached	P	PN	N	N	NP
Attached Single Family Twin Home Dwelling	P	NP	N	N	PN
Attached Single Family Town Homes/Rowhouses Dwelling	P	PN	N	N	NP
Residential Accessory Building	P	N	N	N	N
Residential Accessory Swimming Pool	P	N	N	N	N
HOA Residential Parking Areas	P	N	N	N	N
Home Occupation	P/C	P/C	N	N	N
Multi-family Dwellings	N	P	N	N	N
Multi-family accessory garages and parking lots	N	P	N	N	N
Multi-family accessory maintenance sheds	N	P	N	N	N
Parks, Trails and Open Spaces					
HOA Maintained Parks	N	N	P	P	PN
HOA Maintained Trails	N	N	P	P	NP
HOA Maintained Open Spaces	N	N	P	P	P
Home-Owners Association Club House amenity and related amenities					
Clubhouse	PN	PN	N	NP	P
Accessory outdoor and recreation facilities - including dining, swimming pool, active recreation	PN	PN	N	PN	P
Accessory Amenity parking lot	N	NP	N	NP	P
Commercial/Town Center Area Uses					
General Uses					
Public or private educational	N	N	P	N	N
Public office	N	N	P	N	N
Eleemosynary	N	N	P	N	N
Recreation, Fitness and Entertainment					
Commercial indoor recreation	N	N	P	N	N
Sexually oriented business	N	N	N	N	N
Health and fitness facility	N	N	P	N	N
Sales					
Retail sales or rental of commonly used goods for personal and household use	N	N	P	N	N
Retail sales of food and beverages made on-site or off-site	N	N	P	N	N
Restaurant with indoor or indoor plus outdoor dining	N	N	P	N	N
Restaurant with liquor with license	N	N	P	N	N
Art Gallery	N	N	P	N	N
Services					
Bank or credit union	N	N	P	N	N
Child-care facility including day care and nursery school	N	N	P	N	N
Dance studio	N	N	P	N	N
Medical or dental office, clinic or lab	N	N	P	N	N
Personal services including care of hair, skin, and nails and sale of products related to the service provided	N	N	P	N	N
Business services such as a copy and printing shop, retail postal delivery service drop-off and pick-up, postal boxes.				N	
Art Studio	N	N	P	N	N

Commented [JH1]: Having issues transferring redlines, so I screen captured the edits and then below are the edits as if the redlines were accepted. This issue only exists for a few of the exhibits

Land Use	Master Plan Land Use Areas				
	Single Family Residential	Multi-Family Residential	Town-Center Commercial	Parks, Trails, & Open Space	Home-Owners-Association Club House
<i>Offices</i>					
Professional business office such as accountant, attorney, architect, engineering services, insurance, photography, real estate, investment services, mail and copying services	N	N	P	N	N
General business offices including business primarily engaged in the provision of executive, management or administrative activity	N	N	P	N	N
<i>Special Outdoor Events</i>					
Temporary events such as farmers markets; music and theatrical performances; fairs including craft, art antique, book, food.	N	N	P	N	N

KEY: P = Permitted, N=Not Permitted

EXHIBIT D**MU-LP - Ben Lomond Zone
Intended Uses**

Land Use	Master Plan Land Uses				
	Multi-Family	Residential	Commercial	Parks/ Open Space	Single Family Residential Club House
<u>Residential</u>					
Detached Single Family Dwelling	P	P	N	N	P
Attached Single Family Twin Home Dwelling	P	P	N	N	P
Attached Single Family Town Home/Rowhouse Dwelling	P	P	N	N	P
Residential Accessory Building	P	N	N	N	N
Residential Accessory Swimming Pool	P	N	N	N	N
HOA Residential Parking Areas	P	N	N	N	N
Home Occupation	P/C	P/C	N	N	N
Multi-family Dwellings	N	P	N	N	N
Multi-family accessory garages and parking lots	N	P	N	N	N
Multi-family accessory maintenance sheds	N	P	N	N	N
<u>Parks, Trails and Open Spaces</u>					
HOA Maintained Parks	N	N	P	P	P
HOA Maintained Trails	N	N	P	P	N
HOA Maintained Open Spaces	N	N	P	P	P
<u>Club House amenity and related amenities</u>					
Clubhouse	P	P	N	P	P
outdoor and recreation facilities - including dining, swimming pool, active recreation	P	P	N	P	P
Amenity parking lot	N	P	N	P	P
<u>Commercial/Institutional Uses</u>					
Public or private educational	N	N	P	N	N
Public office	N	N	P	N	N
Eleemosynary	N	N	P	N	N
<u>Recreation, Fitness and Entertainment</u>					
Commercial indoor recreation	N	N	P	N	N
Sexually oriented business	N	N	N	N	N
Health and fitness facility	N	N	P	N	N
<u>Sales</u>					
Retail sales or rental of commonly used goods for personal and household use	N	N	P	N	N
Retail sales of food and beverages made on-site or off-site	N	N	P	N	N
Restaurant with indoor or indoor plus outdoor dining	N	N	P	N	N
Restaurant with liquor with license	N	N	P	N	N
Art Gallery	N	N	P	N	N
<u>Services</u>					
Bank or credit union	N	N	P	N	N
Child care facility including day care and nursery school	N	N	P	N	N
Dance studio	N	N	P	N	N
Medical or dental office, clinic or lab	N	N	P	N	N
Personal services including care of hair, skin, and nails and sale of products related to the service provided	N	N	P	N	N
Business services such as a copy and printing shop, retail postal delivery service drop-off and pick-up, postal boxes.	N	N	P	N	N
Art Studio	N	N	P	N	N

Commented [JH2]: This is not a land use. I suggest removing this from the table.

Commented [JH3]: What is this for?

Commented [JH4]: What does the "C" mean? Conditional?

Commented [JH5]: Where did these uses come from? City code?

Land Use	Master Plan Land Use Areas				
	Multi-Family	Residential	Commercial	Parks/ Open Space	Single Family Residential Club House

Offices

Professional business office such as accountant, attorney, architect, engineering services, insurance, photography, real estate, investment services, mail and copying services

N N P N N

General business offices including business primarily engaged in the provision of executive, management or administrative activity

N N P N N

Special Outdoor Events

Temporary events such as farmers markets; music and theatrical performances; fairs including craft, art antique, book, food.

N N P N N

KEY: P = Permitted, N=Not Permitted

Exhibit E-1
Ben Lomond Views
Transportation Plan

The Ben Lomond Views Transportation Plan addresses:

- Access to the ~~Project development~~ from US-89 and 2000 North.
- Traffic movement within the development.
- Off-street parking for residential and Town Center commercial areas.
- Pedestrian travel by sidewalk and trails
- Bicycle access and travel within the development

The following exhibits are part of this Transportation Plan:

1. Exhibit E-2, Traffic Impact Study by Fehr & Peers of Salt Lake City
2. Exhibit E-3, Harrisville General Plan, Future Transportation Map
3. Exhibit E-4, Roadway Plan
4. Exhibit E-5, Road Sections
5. Exhibit E-6, Parking Plan
6. Exhibit E-7, Trails Plan
7. Exhibit E-8, City Trails Map
8. Exhibit E-9, Bike Plan

Commented [JH1]: Is it necessary to include the traffic report in the Exhibit?

Access

The Traffic Impact Study ~~conduction by Fehr and Peers August 2020~~ (Exhibit E-2) makes the following recommendations that are incorporated into this Transportation Plan and Master Development Plan:

Commented [JH2]: Can we delete if the report and date are referenced?

Commented [JH3]: Is this a defined term?

- Two intersections with US-89; one at the Town Center Road ~~(also known as 1900 N Road)~~ and one to the south.
- ~~Two intersections~~ ~~An intersection~~ with 2000 North ~~Road~~, ~~a second intersection has been added.~~
- Installation of a traffic signal at the intersection of US-89 and the Town Center Road. A future traffic signal at this location is identified on the Harrisville General Plan, Future Transportation Map (Exhibit E-3). The timing of installation of the signal will be determined by the Utah Department of Transportation.
- Inclusion of an additional left turn lane on the Town Center Road at the intersection with US-89 to expedite traffic flow and reduce potential back-up of left turning vehicles at peak times.
- Use of existing road shoulder width to develop acceleration and deceleration lanes at the access locations on US-89.
- ~~Ensure~~ ~~insure~~ that UDOT intersection sight distance length standards for traffic exiting onto US-89 are met.

Roadway Plan

The Ben Lomond Views Roadway Plan (Exhibit E-4) balances the need for efficient traffic movement with design compatible with a town-like residential neighborhood. As shown on Exhibit 3, the Plan contains a 72' ROW Town Center road extending from the north intersection with US-89 to the eastern end of the Town Center/commercial area and two 60' ROW residential roads to accommodate traffic moving through the development. All other public residential roads are 52' ROW. Patio homes, rear-loaded townhomes and rear-loaded detached homes are served by private 20' wide alleys. In order to avoid the use of large parking lots, parking for the Town Center area is planned for private roads that also function as parking lots. All private alleys and roads will be maintained by an HOA. Road Cross Sections are shown in Exhibit E-5.

Commented [JH4]: Do we want to explore an update to the ROW section is E-5?

Private Parking Plan

The Plan for parking in private areas including garages, driveways, parking areas and private roads is shown in Exhibit E-6. The total number of parking spaces for each major use category are noted on the Plan. As illustrated by the road cross sections, there is considerable capacity for parking on public streets but decisions about parking on public roads will be made by Harrisville City officials. No parking on public streets is shown or included in parking space totals.

a. Required Parking

- i. Garages. All Single-Family homes and Townhomes shall have parking for a minimum of two (2) vehicles in an attached garage.
- ii. All Single Family homes and Front-Loaded Townhomes shall have off- street parking spaces on a concrete or asphalt driveway for 2 vehicles.
- iii. All Townhomes shall have 2-car garages and the overall project shall provide an additional 1.5 parking spaces per townhome
- iv. Alley Loaded Townhomes shall have: 1) on-site parking for two (2) vehicles on a concrete or asphalt driveway with a minimum length of 18 feet or, 2) access to additional private off-street parking as shown on the approved Master Plan.
- v. Single family detached homes and Twin homes shall have 4.0 off-street parking spaces for each of these home types.
- vi. The condominium shall have 2.6 parking spaces per unit
- vii. In a case where there are changes to the number of single family homes, townhomes, twin homes or condominiums, the parking requirement will follow the same minimums as stated above.
- viii. The Town Center area has shall have 1 private parking space for each of 140 square feet of estimated rentable square feet of commercial space.

Commented [JH5]: Moved the following from the Exhibit G so parking is all in one place

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In addition, there is considerable capacity for on-street parking on the Town Center Road.

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b. Off-Street Parking for recreational vehicles

- i. Uncovered parking for recreational vehicles may be permitted in the area behind the rear of the dwelling and in the rear yard setback provided that:
 - 1. The vehicles parked are currently licensed and operational,
 - 2. The parked vehicles do not occupy more than twenty-five percent (25%) of the rear area of the property, and
 - 3. Parking does not need to be on a hard surface.

c. Parking Surfaces

- i. Required parking for a residential dwelling shall be paved with asphalt or concrete surface.

d. Parking Space Size

- i. The minimum size for a required parking space is nine (9) feet wide and eighteen (18') feet long.

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single family detached homes have 2-car garages and driveway parking for 2 additional vehicles yielding 4.0 off-street parking spaces for each home. All townhomes have 2-car garages and 56% have driveway parking for 2 vehicles as well. With the addition of several townhome private parking areas there are 3.5 parking spaces per townhome. The condominiums have 2.6 spaces per apartment unit.

~~The Town Center area has 1 private parking space for each of 140 estimated rentable square feet of commercial space. In addition, there is considerable capacity for on-street parking on the Town Center Road. 43 off-street parking spaces are available at the Club House.~~

Trails Plan

The system of trails and sidewalks shown in Exhibit E-7 provides pedestrian pathways to all areas of Ben Lomond Views and for visitors and shoppers at the Town Center. Onsite trails connect to the City trail system at Millenium Park and at 2000 North. An illustration plan of the City ~~Trail systems~~ "Pathways Master Plan" is shown in Exhibit E-8.

Bicycle Access Plan

Pathways for bike riders are shown in Exhibit E-9. These include paths adjacent to Town

Center Road to ~~avoid-discourage~~ bike riding on the Town Center Road.

Signage

~~The Plan~~ Signage will be important to identify within the Project to communicate the plans outlined above. The ~~-will incorporate actual~~ signage ~~to~~ will be determined at a later date in consultation with Harrisville City officials.

Modifications

It may be necessary as the project develops out to make modifications to each of the plans outlined above. The City staff has the discretion to make such modifications, when the modifications meet with intent and spirit of the Master Plan.

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EXHIBIT F-1

Phasing Plan

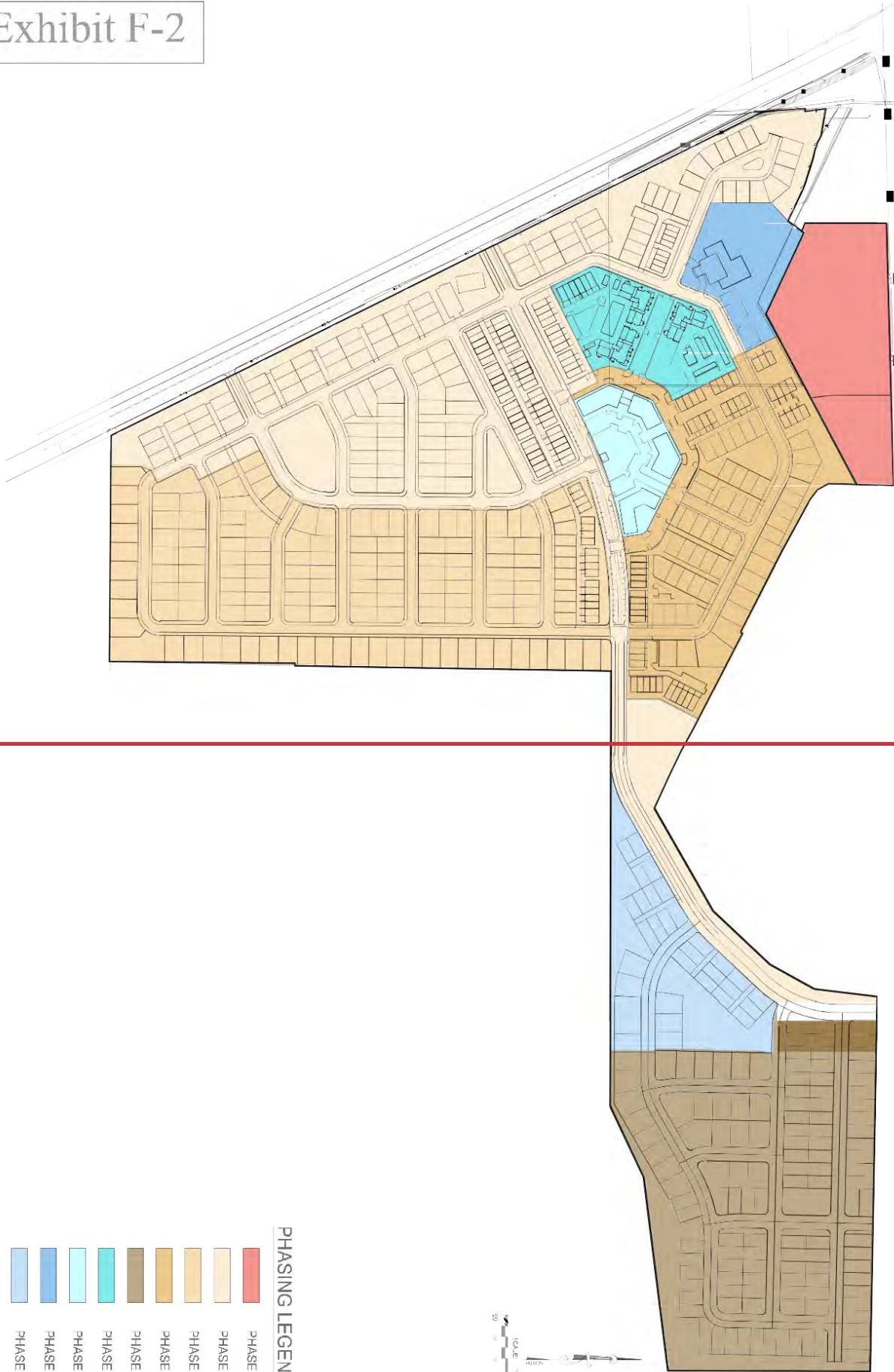
~~May 24, 2021~~

The Ben Lomond Views project will be completed ~~in six multiple~~ phases, ~~with an overall objective of compressing the time between phases and accelerating completion of the entire project. This will require us to design and obtain City approval for project wide infrastructure and residential subdivisions in a compressed time frame that allows for construction across the entire site in essentially a single phase. Special areas such as the condominium apartments, Town Center commercial buildings, and the clubhouse follow a design, approval, and construction timing process that is separate but linked to the completion status of the project infrastructure and single family residential subdivisions.~~ Completion of the improvements to Millenium Park are anticipated to be completed ~~in an independent~~ prior to the development of the first Development Area in the Project. ~~Phase 1. All work in and around the Excluded Area of the flood plain is deferred to the last Phase 6, pending resolution of flood plain remapping~~

Work Completed in Various Phases

- ~~1. Phase 1 is improvements to Millenium Park that are identified in the Millenium Park Easement Agreement. This Phase is planned for completion by the end of 2021.~~
- ~~2. Phase 2 is broken down into sub-phases A, B, C and D to reflect the timing of completion of design and submission of subdivision applications. Phase 2A will also include the preliminary design and review with City staff and utilities of project wide systems such as water, sanitation, secondary water, and storm water, electric, natural gas and telecommunications. It will also include design and UDOT approval of Highway 89 access and City review and approval of access to 2000 N. Phases 2B through 2D are completion and approval of residential subdivision applications. It is our objective to begin construction on all components of Phase 2 as concurrently as possible and as early as possible in 2022.~~
- ~~3. Phase 3 is design and approval of condominium apartments, which include two separate apartment building and parking complexes with a total of 80 units as shown on the Master Plan. The design process will be linked to the design of the Town Center commercial areas including discussions with the Planning Commission, City work groups and residents beginning in late summer or early fall depending upon the timing of the MDA approval and City scheduling of planning discussions. Final drawings for the condominium apartment buildings will be completed no later than 18 months after the effective date of the MDA. Construction of the first apartment complex is expected to begin during or upon completion of the adjacent Phase 2 work with timing of the start of the second complex based on market absorption rates.~~

Exhibit F-2



PHASING LEGEND

- PHASE 1
- PHASE 2A
- PHASE 2B
- PHASE 2C
- PHASE 2D
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6

HARRISVILLE
HARRISVILLE, UTAH
PHASING PLAN



HARRISVILLE
ENGINEERS
SURVEYORS
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Exhibit G-1

Design and Site Standards ~~and Renderings~~

~~This Exhibit G consists of:~~

~~2. G-1 Residential Design and Site Standards.~~

~~These Standards will be supplemented by a Residential Design Guide to be created by the Master Developer and used by the Master Developer Home Owner's Association Design Review Committee to review sub-developer applications for prior submission of residential building permits by a sub-developer. The Guide Standards will be completed prior to completion of the first phase of residential subdivision construction.~~

~~3. G-2 Preliminary Residential Renderings~~

~~These will be supplemented with additional renderings provided during negotiations with individual sub-developers.~~

~~4. G-3 Commercial and Multi-Family Design "Idea Boards"~~

~~These are examples of materials that will be used to determine the overall design approach to the condominium and commercial buildings as described in the text of this Agreement.~~

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Exhibit G-2

Residential Design and Development Standards

1. Single Family Lots

a. Lot Area and Frontage Requirements

Each lot or parcel shall comply with the minimum requirements of this regulation as provided below except when such lot or parcel has a noncomplying right provided in the MDA.

Minimum Lot Area	<u>34,000</u> sq ft
Minimum Lot Frontage	<u>3540</u> ft

b. Detached Residential Building Setbacks

Any structure intended for use as a detached residential dwelling, including any accessory structure attached to the dwelling structure such as a garage, shall maintain a minimum distance in feet from the property line to the building according to the following table. Notwithstanding the setback requirement, easements or other recorded restrictions to portions of a property are not superseded by setback requirements and must be considered when locating structures.

	Lots With <u>40-ft</u> ^{up} to <u>5960</u> ft Frontage	Lots with Greater than 60 ft Frontage
Front	15 ft	15 ft
Front to Garage Door	20 ft	20 ft
Front to Side Facing Garage Door	15 ft	15 ft
Interior Side	5 ft	<u>58</u> ft
Side Facing Corner	10 ft	13 ft
Rear	10 ft	10 ft

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c. Additions to Existing Homes

Any single-family dwelling structure having been occupied for a minimum of five years may make an expansion of the dwelling that extends into the area of the rear yard setback for the main portion of the home provided the expansion

- i. Maintains the side yard setbacks of the respective zone,
- ii. Maintains a minimum setback of 10 feet from the rear property
- iii. Is no wider than half the width of the existing house

d. Main Building Height

- i. Minimum – 10 feet from finished grade
- ii. Maximum – 35 feet from finished grade (maximum may be increased to 40 feet where the roof pitch is steeper than 6/12 for specific architecture styles)

e. Residential Building Size

- i. The maximum footprint of a residential dwelling excluding attached accessory uses shall be four thousand (4,050) square feet.
~~In order to maintain the traditional residential character developed in Harrisville certain design elements are required. Those requirements are:~~
 - ~~0. Roofs with a pitch no shallower than a ratio of rise to run of 3 to 1.~~
 - ~~0. Main exterior wall finish materials of brick, stone, siding (vinyl, cement, wood, or hardiplank) with a maximum 12" width horizontal lines, stucco, or glass.~~

f. Accessory Building Development Standards

Free standing residential accessory structure setbacks. ~~Residential~~ ~~a~~Accessory structures (e.g. garage, shed, work-shop, gazebo, and covered pergola) which are free standing shall only be located to the side or rear of the building. The accessory ~~building~~structure -located in the side yard must be set back at least ten (~~10~~5) feet from the side yard property line. For accessory structures located in the rear yard for the home at least six (6) feet in the rear yard behind the main building, the side yard must be setback may be ~~five~~three (53) feet from a property line. No portion of the roof overhang shall ~~be closer than five (5) feet to any extend over the~~ property line, and proper drainage shall be installed to prevent additional drainage onto adjoining property. Placement of accessory ~~buildings~~structures on utility easements need to obtain permission from the ~~is not allowed, without written permission of all~~ easement holders in order to avoid potential removal of the structure by the easement holder.

- i. Maximum accessory ~~building~~structure height – 25 feet
- ii. Accessory ~~building~~structure coverage. No single accessory ~~building structure~~ or group of accessory ~~buildings-structures~~ shall cover more than twenty-five percent (25%) of the area from the year of the main building to the rear property line.

2. Townhomes and Twin homes

a. Plex Size

- i. The minimum number of ~~town~~homes with adjoining sidewalls is a ~~two~~three (23-plex). ~~Twin Homes duplex units are also permitted.~~
- ii. The maximum number of townhomes with adjoining sidewalls is a ~~five~~ 8 (58-plex)
- ~~ii. Three story townhomes are required in locations fronting the Town Center Road. Three story or two story townhomes are permitted in all other town home locations.~~

b. Setbacks

Townhomes and Twin homes shall maintain a minimum distance in feet from the property line to the building according to the following table. Notwithstanding the setback requirement, easements or other recorded restrictions to portions of a property are not superseded by setback requirements and must be considered when locating structures.

	Alley Loaded with Driveway	Alley Loaded Without Driveway	Front Loaded
Front	10 ft	10 ft	15 ft
Side Facing Corner	10 ft	10 ft	10 ft
Interior Distance Between Plex Group	10 ft	10 ft	10 ft
Front Garage			20 ft
Rear			10 ft
Rear - Garage with Driveway	18		
Rear - Garage without Driveway		3	

c. Townhome Height

- i. Townhomes may be two or three stories.
- ~~ii. Twin homes may be one or two stories.~~
- ~~iii. Maximum height is 38 feet from finished grade.~~

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3. **Parking:** See Exhibit E

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a. Required Parking

- i. All Single Family homes and Townhomes shall have parking for a minimum of two (2) vehicles in an attached garage.
- ii. All Single Family homes and Front-Loaded Townhomes shall have off-street parking spaces on a concrete or asphalt driveway for 2 vehicles.
- iii. Alley Loaded Townhomes shall have: 1) on-site parking for two (2) vehicles on a concrete or asphalt driveway with a minimum length of 18 feet or, 2) access to additional private off-street parking as shown on the approved Master Plan.

b. Additional Off-Street Parking

- i. Additional parking in front or side yards that is not part of the driveway is not permitted.
- ii. Uncovered parking for recreational vehicles may be permitted in the area behind the rear of the dwelling and in the rear yard setback provided that:
 - 1. The vehicles parked are currently licensed and operational,
 - 2. The parked vehicles do not occupy more than twenty-five percent (25%) of the rear area of the property, and
 - 3. Parking does not need to be on a hard surface.

c. Parking and Access Surfaces, Locations and Size

- i. Required parking for a dwelling shall be paved with asphalt or concrete surface.
- ii. Driveway widths:
 - 1. Minimum width of eighteen (18) feet
 - 2. Maximum width of thirty-two (32) feet

d. Parking Size—The minimum size for a required parking space is nine (9) feet wide and eighteen (18') feet long.

Exhibit O-1

Parks, Trails and Open Space (PTOS) Plan

The Ben Lomond Views ~~Landscape Plan~~ PTOS Plan addresses the following areas ~~in the Ben Lomond Views development:~~

- ~~Local~~ Parks
- ~~Common area~~ Open space
- ~~Trails~~
- Landscape areas of residential homes

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This ~~Landscape~~ PTOS Plan does not include improvements to Millenium Park, which are addressed in ~~the Millenium Park Easement Agreement~~ Exhibit "S".

~~Local~~ Project Parks and general common area open space are identified in the PTOS Plan, Exhibit O-2. As shown there, Ben Lomond Views has ~~7-6~~ ~~local~~ Project parks, identified as Parks A through ~~EG, with a total of 12-13 acres.~~ Concept D designs for these parks, prepared by the Langvardt Design Group, are described in Exhibit O-3. The designs in Exhibit O-3 may include improvements and amenities greater than what is required by the Vested Laws. The Master Developer, is only required to design and install those improvements and amenities required by the Vested Laws, but may choose to do more.

The PTOS Plan also identifies 18.66 acres of ~~common~~ area open space. Landscape Standards for these spaces as well as open areas of residential lots are included in ~~Exhibit O-4.~~ The PTOS Plan also shows a berm along the western boundary of the site adjacent to Highway 89 and a berm on the eastern end of the Town Center road at the boundary of the existing home development near the access to 2000 N. The design of these berms and related fencing is shown in Exhibit O-5. Notwithstanding the foregoing, the Master Developer is not required to install both a fence and berm in these locations. The Master Developer may select wone screening method if it chooses.

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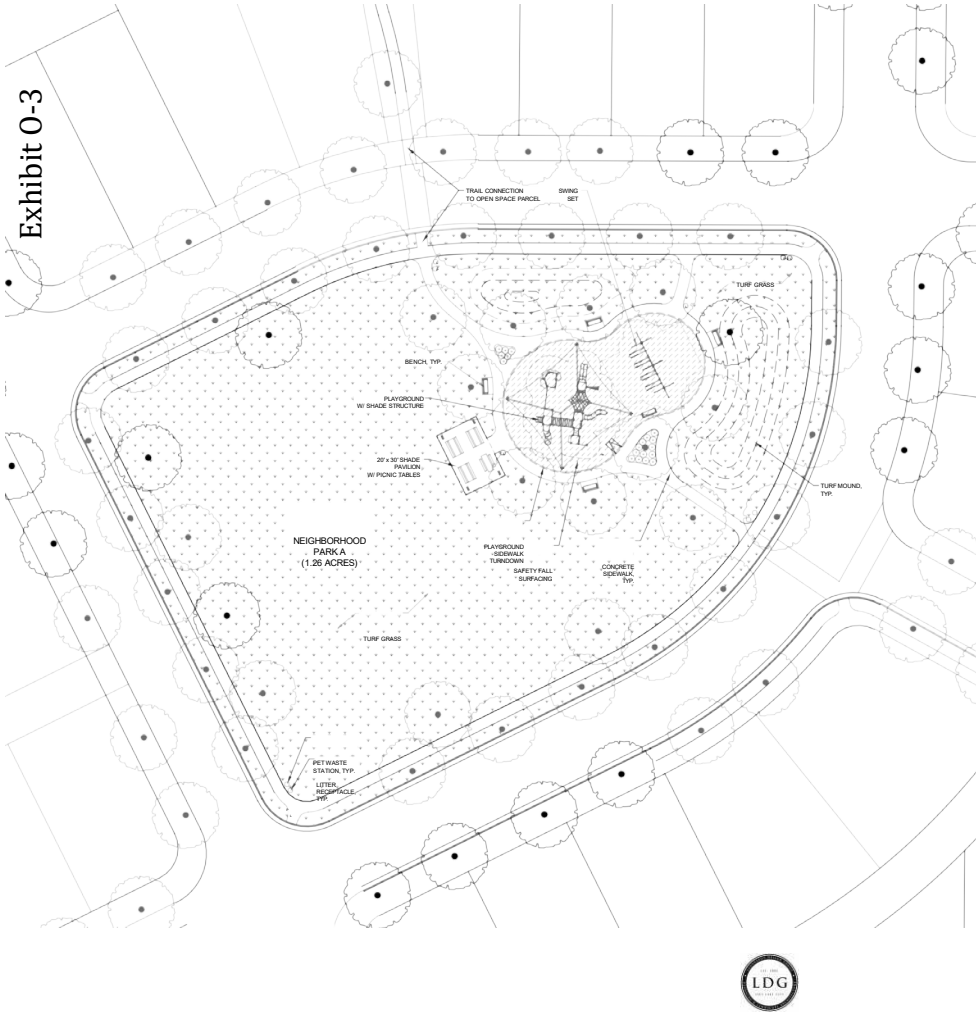
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As described in the Maintenance Plan, Exhibit R, the Ben Lomond Views Owners Association (HOA) will manage and maintain the ~~local~~ Parks parks and common open spaces identified in the PTOS plan. ~~The HOA will also manage maintenance in Millenium Park as described in the Millenium Park Easement Agreement, Exhibit S.~~

Landscaping in private lots will be the responsibility of homeowners, subject to requirements in the CC&Rs with oversight by the HOA Design Review Committee.

Exhibit O-2





Playground w/ Shade Structure over playground



Swing Set



Shade Pavilion w/ Picnic Tables



Bench



Litter Receptacle



Pet Waste Station



Sidewalk Walkway



Ramp into Playground

SCALE: 1" = 20'

Ben Lomond Views

Park A

October 23, 2020



SCALE: 1" = 20'

LANDSCAPE
PLANTER
BED

CONCRETE
SIDEWALK
TYP.
15 x 15 SHADE
PAVILION
W/ PICNIC TABLES

NEIGHBORHOOD
PARK B
(0.62 ACRES)

TURF GRASS

TRAIL CONNECTION
TO OPEN SPACE PHASE

DECOMPOSED
GRANITE PATH

BENCH, TYP.

LITTER
RECEPTACLE,
TYP.
PET WASTE
STATION, TYP.



Shade Pavilion w/ Picnic Tables



Decomposed Granite Pathway w/ bench



Bench



Litter
Receptacle

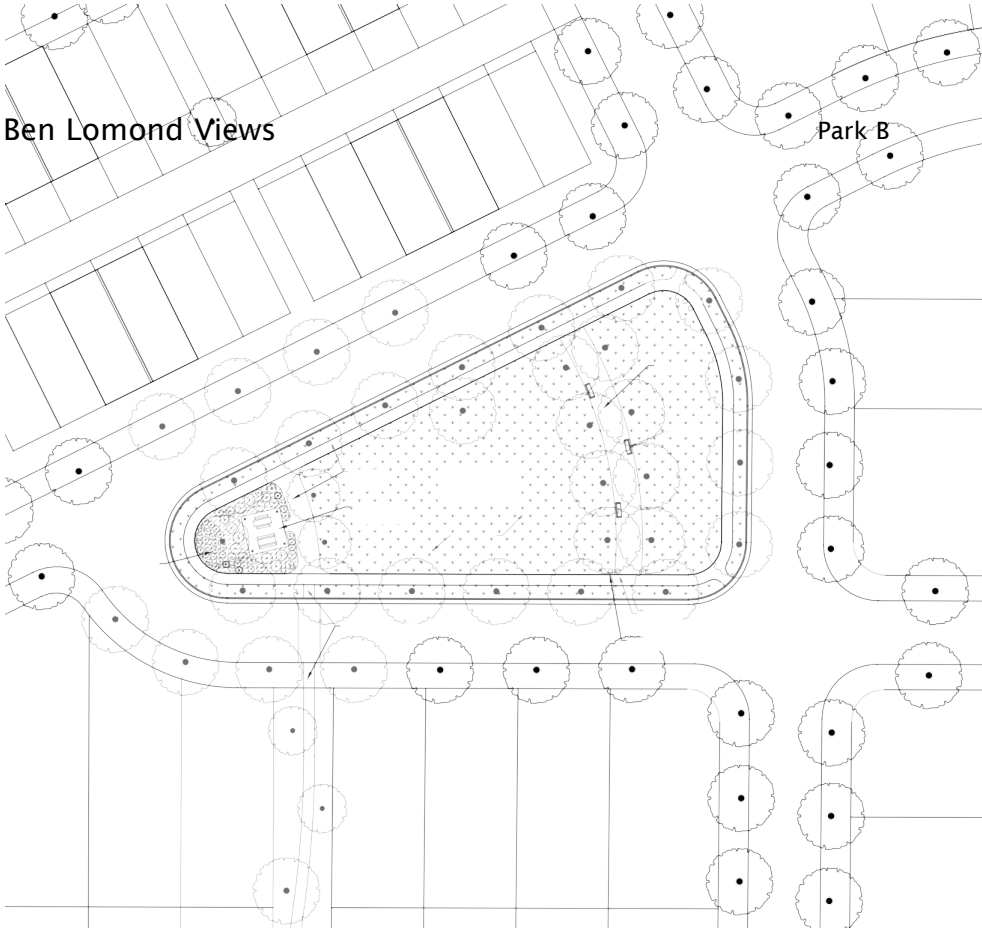


Pet Waste
Station



Sidewalk Walkway

SCALE: 1" = 20'



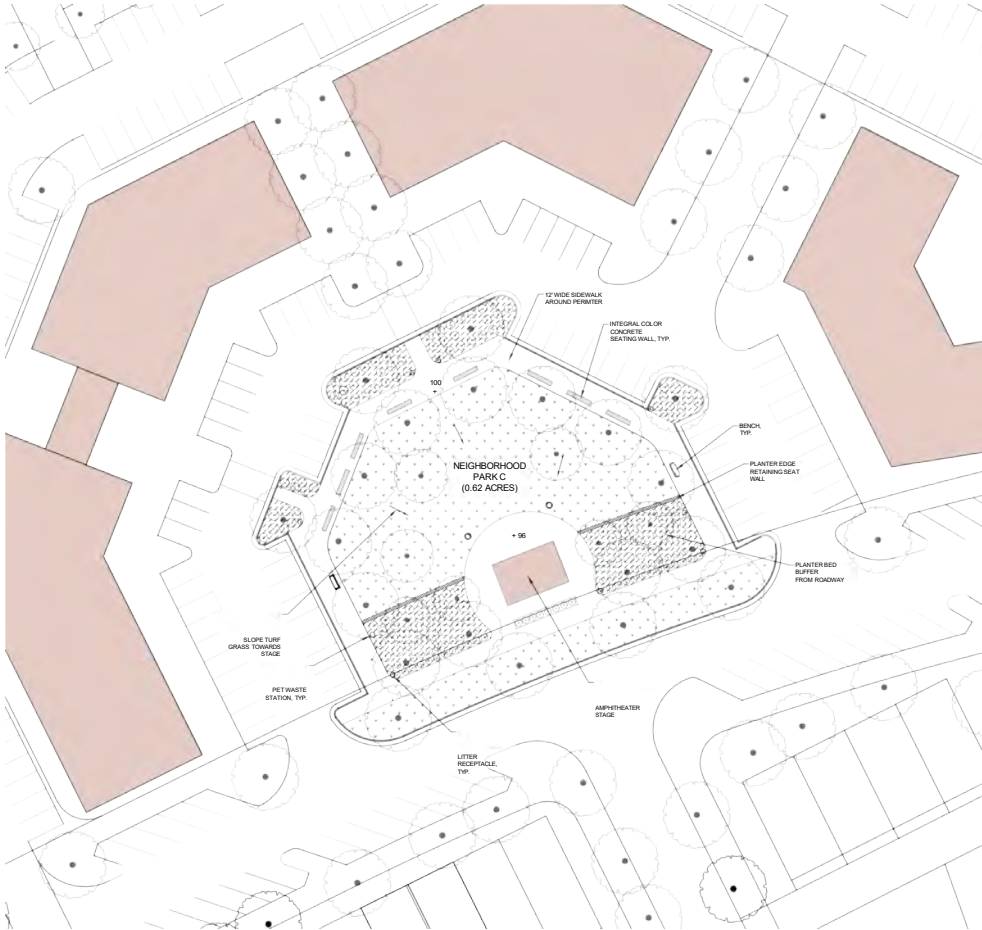
Ben Lomond Views

Park B

October 23, 2020



SCALE: 1" = 20'



Ben Lomond Views



Amphitheater Stage w/ sloped grass seating



Integral Color Concrete Seat Wall



Retaining Seat Wall in Planter Bed



Bench



Litter



Receptacle

October 23, 2020



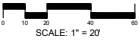
Pet Waste Station

Ben Lomond Views



Park C

October 23, 2020



NEIGHBORHOOD
PARK D
(0.60 ACRES)

LITTER
RECEPTACLE
TYP.
PET WASTE
STATION TYP.

TURF GRASS

DECOMPOSED GRANITE
CRUSHED PATHWAY
ALONG SIDEWALKS TYP.

BENCH
TYP.

PLANTER BED

TURF
GRASS



Turf Grass w/ Plantings



Shrub Bed Planting



Bench



Litter
Receptacle



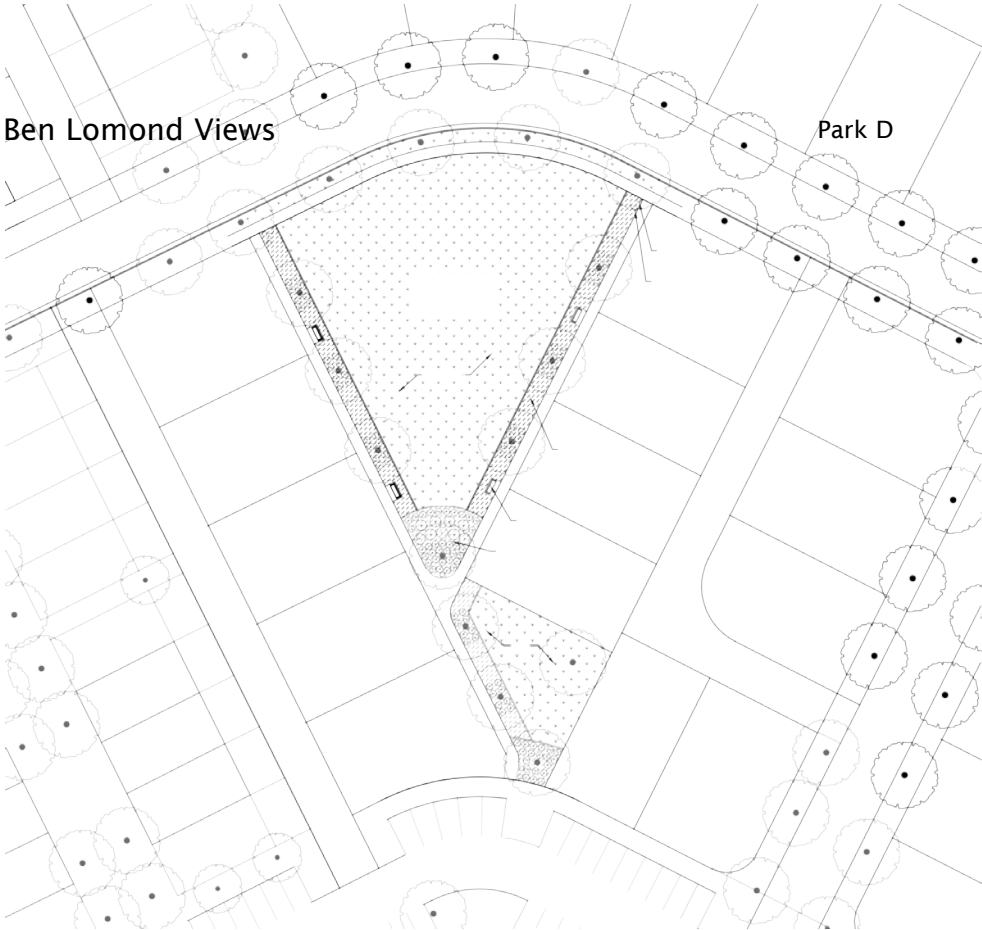
Pet Waste
Station



Sidewalk Walkway



SCALE: 1" = 20'



Ben Lomond Views

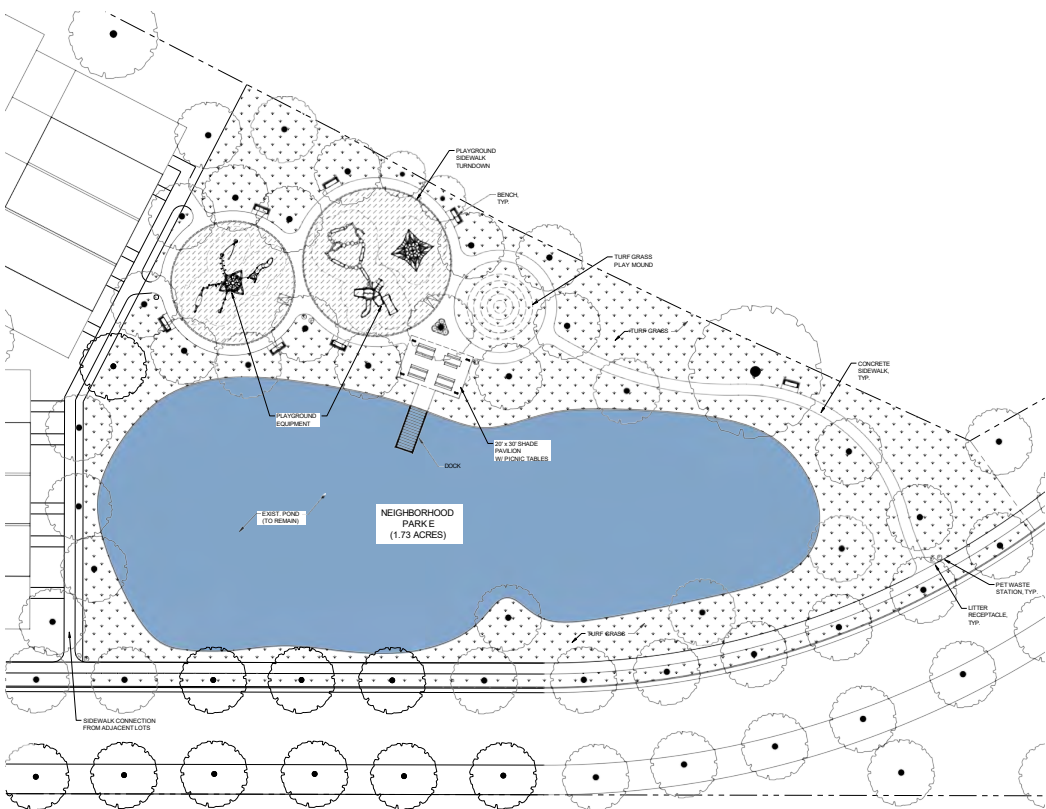
Park D



October 23, 2020



SCALE: 1" = 20'



Pond with turf grass



Viewing Dock in Pond



Playground Equipment



Turf Grass Play Mound



Shade Pavilion w/ Picnic Tables



Bench



Litter Receptacle



Pet Waste Station



Sidewalk Walkway

SCALE: 1" = 20'

Ben Lomond Views

Park E

October 23, 2020



SCALE: 1" = 20'



Shade Pavilion w/ Picnic Tables



Park Lawn Area



Bench



Litter
Receptacle



Pet Waste
Station

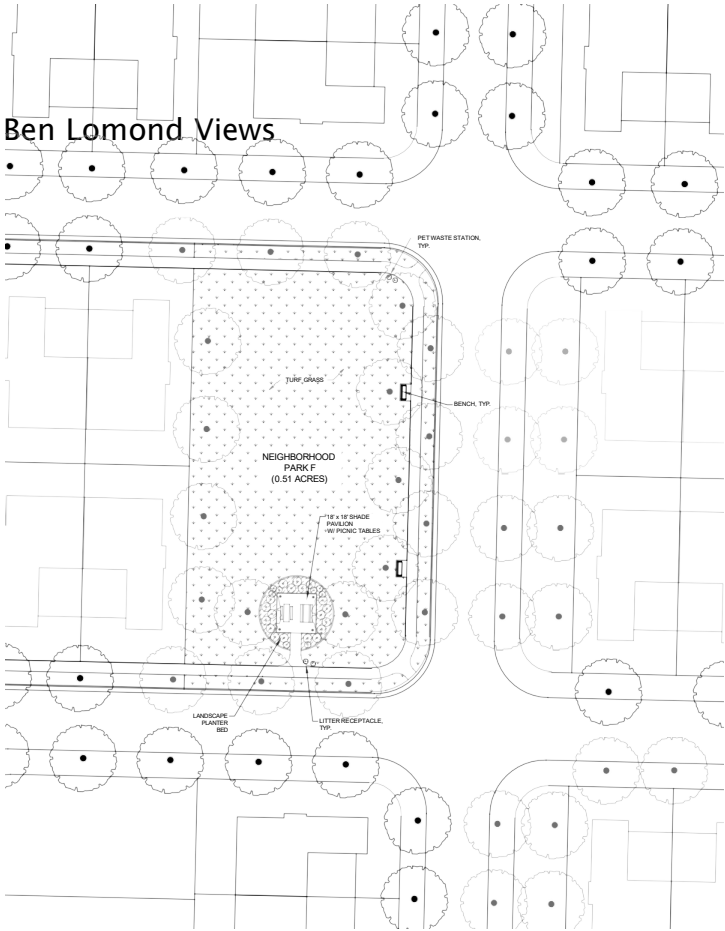


Sidewalk Walkway



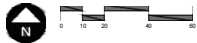
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Ben Lomond Views

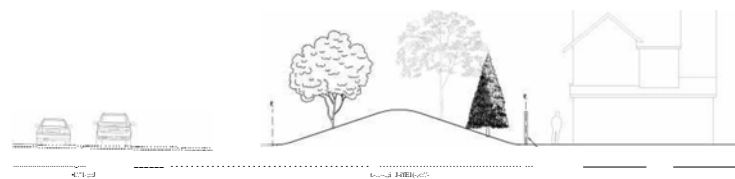


Park F

October 23, 2020

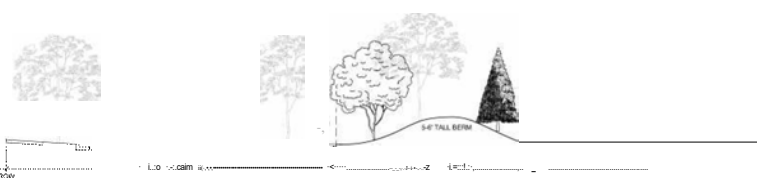


SCALE: 1" = 20'



1. - "M AND FENCE ALONG HWY 89

FENCING OPTIONS - TBD TO MATCH ARCHITECTURAL
STYLE OF ADJACENT DEVELOPMENT



2. LANDSCAPE BERM ALONG PROJECT COLLECTOR ROAD

SCALE: 1/8" = 1'-0"

e

Landscape Berms and Fence

May, 2021

Ben Lomond Views

Exhibit O-4



MARCH 2021

SECTION 1

LANDSCAPE STANDARDS

This chapter sets forth Guidelines and Standards for the landscape development of each Parcel and each Homesite and the development in general including grading, drainage, planting and the design of outdoor living areas. All development must meet these landscape standards. All development with the exception of single family lots must submit landscape plans for approval to the Architectural Review Committee as required.

The intent of these Design Guides is to establish the landscape character of the project while creating new Improvements that merge with the natural topography and existing landscape. The design objectives, as applicable to landscape design, are to be addressed in the design of each Homesite and throughout each development parcel within the Project.

Landscape Improvements should incorporate, rehabilitate and enhance existing vegetation, utilize indigenous and/or regional species of plant materials, and minimize areas of intensive irrigation. New trees and shrub plantings are to be a mix of sizes that will blend naturally into the surrounding area. The landscape design goal should be to gradually transition from the Structure or built element to match adjacent landscapes and/or enhance existing native landscape patterns.

The overall Landscape design objectives for the Ben Lomond Views are listed below:

- Use landscape design elements to connect built structures with the land. Buildings are to step down at their edges and incorporate architectural/ landscape “extensions” such as battered foundations, low walls and terraces.
- Preserve and enhance streetscapes through street tree plantings and mass plantings within street corridors.
- Use landscape materials that are available locally or regionally. All parcels and homesites should use those plant materials from the approved plant lists and should source these materials locally or regionally to insure the highest success rates and to enhance the project’s sustainability initiatives.



8.1 General Conditions

All trees, shrubs and ground covers external to the house in the front yards or not hidden and within enclosed yards or courtyards shall be locally adaptable and chosen in keeping with the style of the development.

A list of allowed plant species follows as a guide. No invasive alien plants will be allowed anywhere on the development. Non-invasive lawn species should be used. The use of plants used traditionally in intermountain landscapes is encouraged.

8.1.1 Trees

Trees are a critical landscape component of the Project and should be a priority on any site. Trees are critical to provide shade and cooling effects, providing a sense of enclosure, providing definition and scale to the street, protection from wind, separation from automobile traffic, and reducing airborne dust and pollutants. Non native large tree species are allowed, but their use is primarily to be encouraged in back yards or in limited capacities. Smaller flowering character trees are always encouraged and should be used extensively throughout the Project.

For front yards, must contain a minimum of 1 deciduous tree (min. 2" caliper size) in addition to trees located in the park strip.

For back yards, must contain minimum of one deciduous shade tree (min. 1-1/2" caliper size). Shall be placed at least 6 feet from property lines. Variance may be granted for smaller homes that are part of a cluster, paseo or cottage court that cannot meet this requirement.

8.1.2 Shrubs

The shrubbery used is to be diverse. Shrubs in front yards will primarily be loose and natural looking. Less emphasis is to be put on evergreen hedges or architectural groupings and more on seasonal interest and natural massings. Shrubs at the foundations of houses should be more organized and be done in more classic American Cottage style. There are to be loose hedges and focal points at the bases of porches and decks. Potted shrubs, formal garden hedges and layers of changing colors will be used primarily around the front and sides of key outdoor spaces. Shrubs used will also come from the approved list of species that is part of this section.

8.1.3 Ground Covers

(a) Groundcovers are an effective way to visually and environmentally cover vast areas of soil. Groundcovers are to be used where applicable in lieu of turf grass. Many ground covers are acceptable but the preferred types are natives that provide seasonal interest and cover.

(b) Native Seed. Native seed mix shall be planted in common areas where weekly/regular watering is not required.

8.1.4 Lawns

Vast areas of manicured grass are not desirable in this Project. The water requirement, maintenance and regular fertilization that is required by lawns is incongruent with the environmentally sensitive nature of the development. However, lawns are still permitted but are to be limited in size and location. Neighborhood parks and common area open spaces are designed to provide larger areas of turf for the shared use by residents of the Project. All lawn areas must be large enough for practical use (min. of 5' wide) and be located no closer than 2 feet from foundations (house and garage). Lawn area on any individual lot must not exceed 60% yard coverage.

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Artificial turf is not permitted in front yards or where visible from a street, trail or sidewalk.

3.

8.1.5 Annuals or High Maintenance Flowering Ornamental Shrubs

Annuals are generally discouraged in favor of perennial flowers. It will be incumbent on any home owner planting annuals, roses, or the like to maintain these plants and replace them in accordance with general professional landscape practices.

8.2 Street Trees

Street trees are essential for creating beauty and improving the quality of life. Street trees should be located in various locations throughout the Project including:

- Within the parkstrip to enhance the streetscape;
- Around intersections to reinforce traffic calming;
- In parking areas to provide shade for vehicles and to break up expanses of asphalt;
- In public spaces;
- Adjacent to buildings, and
- At focal areas such as sign features or gateways.

Street trees within the parkstrip shall be provided by the Developer of that Parcel fronting the parkstrip and should be species selected from the Street Tree Plant List. All trees planted within the park strip to be min. 2" caliper size. Location and amount number outlined on plot plan. Plant species should be selected for a particular location based on the following considerations:

- The ultimate growth, height and spread of the tree canopy in order to allow for unrestricted growth and as appropriate for the site condition;
- The density of the canopy, ultimate shape and branching pattern. Trees will provide varying degrees of shade due to branching habits and size and type of leaf;
- Access to adequate sunlight and rain water. Considerations of other micro climatic limitations such as reflected light sources from surface pavements and buildings and increased wind and snow load caused by building design should be considered when locating trees either on the street or as part of a site plan development;
- The location of existing and proposed utilities to allow uninhibited growth without disturbance to the tree crown or root zone;
- Maintenance requirements of street trees including watering, fertilizing, pruning and repair of damage caused naturally and by humans, i.e. removal of bark and broken branches;
- Height of the tree canopy to protect sightlines along the street for both motorists and pedestrians.
- Tree litter such as berries or seed pods that may be inappropriate for high traffic areas.
- The ability to withstand harsh conditions. Trees located in sidewalks or other hard surface areas will require adequate tree pits and surface grates that allow for air, water and regular maintenance.

8.3 Parkstrip

For those lots or parcels located in areas where a parkstrip is provided or planned, the parkstrip will be designed, installed and maintained by the individual lot owner or parcel developer.

The park strip must be planted with 80% coverage of approved plant material. Irrigation is required.

It shall be the property owner's responsibility to ensure that erosion does not deposit soil or other material on sidewalks or in the street. Materials such as bark, shredded plant material, and compost, may be used as water conserving mulch for plants and may also be used as the only material in portions of a park strip.

Gravel, rocks, and landscape cobble up to 2" diameter may be used on portions of the park strip. Large diameter rocks and boulders are not permitted. Rock mulch to be neutral in color - no red or white rock. Organic mulch shall be used near street trees to protect them from mowers. No annuals are allowed within the park strip landscape.

All Parkstrip plantings must meet City site visibility standards.

8.4 Street Frontage - Front Yard

This zone is one of the most important areas of all the landscaping. The Street Frontage sets the tone for the entire development. As this area will be viewed both by pedestrians and by passing cars, its scale must be appropriate for each.

Requirements:

1. Landscape:

- Single Family - The Street Frontage is to include more detailed plantings with massings of color and seasonal interest. In most cases it is desirable for this zone to be planted in small turf beds, perennials, ground covers and small to medium shrubs. Trees are permitted as long as their branches will be 7' above the sidewalk or plaza areas and may include flowering/ornamental varieties.
- Multi Family - In this zone the sidewalks dominate the frontage and landscape space is typically confined to narrow foundation strips, raised planters, potted plants or cut outs in the sidewalk. The Street Frontage landscape is typically to be highly detailed and organized plantings of herbs, ground covers, perennials, annuals, small shrubs, ornamentals, and trees in dedicated planters and landscape areas. Trees must be suitable for urban environments and have clear trunks to 7'.
- Town Center - In the community zone landscape will be very similar to the Village Multi Family. Most if not all plants will be in planters or cut out areas between pedestrian hardscapes. All plants must be hardy and able to withstand the micro-climate it may be within. Planters must be irrigated. All trees must be well suited to urban conditions and confined spaces. Flowering shrubs, grasses and eye catching perennials are encouraged for planters and beneath trees.

2. Walls and hardscape features are encouraged as long as the details and workmanship match the architecture and design of the community and home.
3. Vines and similar pedestrian scale plants are encouraged to be planted on walls, hardscape elements, and in pots, etc.
4. Street Frontage mulch is to be either: soil pep, shredded bark, or landscape cobble sized as appropriate for plantings.
5. Street Frontage shall have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, wall sconces or decorative cap lights on pilasters.
7. Plants in this zone must not excessively screen the houses from view.
8. Plants in this zone should not include varieties that send out long runners with thorns unless they can be easily maintained so as not to create a hazard.

8.5 Foundation Plantings

All the plants that fall within the 5 to 6 feet of planting space immediately adjacent to the foundation of the house/building/unit and attached structures (trellis, garage, out building) are foundation plantings. This zone is an area where shrub masses and hedges of shrubs are preferred. Typically there will be no trees planted in this zone except for miniature or dwarf varieties. All landscaping in this zone should work to compliment the architecture and provide street appeal. The front door should generally be seen easily from the street. Hedges should be of species that are easily maintained and suitable for foundation coverage. Much thought should go into selection of appropriate plants to go below windows which are low. Plants should be chosen that will not require repeated pruning throughout the year but rather annual or bi-annual pruning only. Plants known to get pest problems requiring pesticides should be avoided. In addition these are passive use areas and as such they should have simple plantings.

Requirements:

1. Landscape:

- Single Family - Massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs is appropriate. Hedges of flowering or seasonally interesting shrubs or grasses are desirable.
- Multi Family - Where this zone is present massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required.
- Town Center - Same as Multi Family

2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.
3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.
4. Mulch is to be either soil pep, mulched bark or landscape cobble.
5. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.
7. Irrigation in this zone is required to be 'drip' irrigation.
8. Sod typically does not go against the foundation but may be planted here if it suits the space design.
9. Plants in this zone must not excessively screen the houses from view. The front door must remain visible. No more than 30% of any window's total area is to be covered by foliage from shrubs planted below.

8.6 Side Yards

All the plants and planting areas that fall between the side property line and the foundation shrubs are considered the side yard. This zone is an area where shrub masses and hedges of shrubs are preferred. Landscaping here should aid in providing privacy as well as in framing the house. Large trees to provide shade and evergreen shrubs to block unwanted views are desirable. Plantings should be looser within larger lots and more defined on smaller village lots. Hedges may be larger varieties here. Plants should be chosen that will not require repeated pruning throughout the year but rather annual or bi-annual pruning only. In addition these are passive use areas and as such they should be simple plantings.

Requirements:

1. Landscape:

- Single Family - Side yards will often be very tight so thoughtful planting here is critical. Sod is permitted here.
 - Multi Family - Not typically present except on corners or ends. Where this zone is present, massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required. Corner lots require detailed plantings along road sides and will most often be mixed with retaining walls/boulders. Perennials and flowering shrubs are desired in these instances.
 - Town Center - Not typically present except on corners or ends. Where this zone is present, massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required. Corner lots require detailed plantings along road sides. Perennials and flowering shrubs are desired in these instances.
2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.
 3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.
 4. Side yard design for all areas is to be designed and or approved by the Community L.A., developer representative or assigned HOA representative.
 6. Mulch is to be either soil pep, mulched bark or landscape cobble.
 7. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading organic material is to be amended prior to planting.
 8. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.
 9. Irrigation in this zone is required to be 'drip' irrigation.
 10. Plants in this zone must not excessively screen the houses from view. No more than 30% of any window's total area is to be covered by foliage from shrubs planted below.

8.7 Rear Yards

Rear yards may be planted in any style reflecting the home owners taste and style as long as the style compliments the architecture and other elements in the garden. This zone is typically an active use area where family entertaining and gathering occurs. Patios, terraces, decks, pools, gazebos, etc. are encouraged in these areas. The use of massing for privacy and lot definition in the rear is encouraged. Landscaping here should aid in providing privacy as well as in framing the yard. Large trees to provide shade and evergreen shrubs to block unwanted views are desirable. Hedges may be larger varieties here. Large natives are highly desirable in these locations. In addition these are active use areas and as such their should be detailed plantings. Groupings of shrubs with many specimens or collectors plants placed appropriately with other plants are highly desirable.

Requirements:

1. Landscape:

- Single Family - Rear yards may be more extensive on some lots and less on others. Sod may be used in rear yards to create small lawns or play areas. Landscape should complement architecture and plantings should be scaled to the size of the rear yard.

- Multi Family - Not typically present. Where this zone is present, small detailed courtyard style gardens are preferred.

- Town Center- Not typically present. Where this zone is present, small detailed courtyard style gardens are preferred or transitional landscapes that buffer or screen parking lots or service areas.

2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.

3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.

4. Mulch is to be either soil pep, mulched bark or landscape cobble.

5. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.

6. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.

7. Irrigation in this zone is required to be 'drip' irrigation except for sod areas.

8.8 Landscape Enhancement Zones

Specific Homesites may require a Landscape Enhancement Zone (LEZ). Landscape Enhancement Zones are areas of the Homesite that require a special landscape screening treatment to obscure or soften views of any built Improvements as viewed from public areas, including, but not limited to, roads, trails, public amenities, walkways, plazas, etc. The Architectural Review Committee will work with the Owners on a case-by-case basis to determine what particular landscape treatment, relative to plant species, height, density and placement, is required for the individual Homesite.

8.9 Maintenance

8.9.1 Common Areas

Ben Lomond Views master developer and or the individual Homeowners association(s) will contract with a professional maintenance company which will maintain all common areas within the Project.

8.9.2 Residences

Each individual homeowner is responsible to provide maintenance for all landscape and hardscape elements within the public street or road right of ways. Snow maintenance for all sidewalks fronting a lot or parcel is the responsibility of that lot or parcel owner.

All turf grass areas must be kept neat and regularly mowed. Turf grass over 6" in height is not permitted unless the turf is a naturally maintained meadow grass turf variety installed for waterwise planting such as BIO-MEADOW from BIO-GRASS or equal.

All plants must be kept from spreading to neighboring lots except where an agreement for such is reached between two neighbors or when the same such plant is already planted on the adjacent lot.

Dangerous trees or branches are to be removed when notified or when identified as such by the Architectural Review Committee.

Use of annuals in community maintained areas of the lot is discouraged as the HOA will not replace or maintain them. The home owner is solely responsible for regular and timely seasonal replacement of annuals in accordance with typical professional landscape practices. The same applies for any high maintenance plants added by the homeowner. Roses for example will not be maintained adequately by the community landscape company.

8.10 Irrigation

All irrigation in landscape beds is highly recommended to be 'drip' irrigation. The use of spray irrigation is to be limited to those approved turf areas within a lot or parcel or the temporary irrigation of revegetated native areas. Irrigation is to be appropriately zoned for xeri-scape practices, meaning shrubs and plant materials requiring less water are to be zoned separate from sod and plants requiring more water. All irrigation boxes should be located on the exterior of the house on a side and screened from view. Locating boxes outside will allow the maintenance company to shut off the systems should the need arise. Utilize water-efficient irrigation systems such as: smart irrigation controller, low flow sprinkler heads and drip irrigation.



Diverse landscape with minimal irrigation needs.

8.11 Grading And Retaining

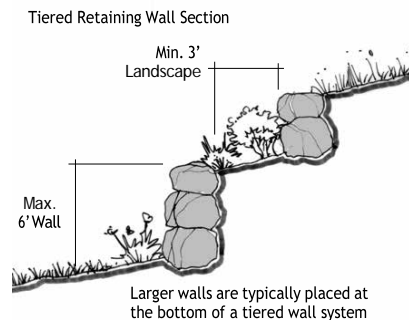
Grading and Retaining is an important part of the Project landscape. All development should preserve the integrity and form of the natural landscape by responding sensitively to existing topography and maintaining the natural drainage patterns and to conserve the general visual character of grading/clearing sites and settings.

Requirements:

- All work on roads, driveways or lots must be done in a manner that minimizes disruption and alteration of existing topography and must transition naturally across the development. Over-excavation or excessive clearing of cut and fill slopes will not be allowed.
- The maximum gradient allowed on cut and fill slopes shall not exceed 3:1. All approved cut and fill slopes shall be revegetated by the placement of topsoil, plant materials, and/or the approved seed mix appropriate for slope stabilization within the time frame specified by Harrisville City.
- Proposed stacked rock or stone retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls (i.e. tiered walls) with no individual wall exceeding 6' may be used. The walls shall be separated by a minimum 3' landscaped area from top back of lower wall to toe of upper wall.



Minimum 3' landscaped shelf between walls



- Structural walls may exceed 6' in height but must meet the goals and objectives herein to transition to the natural landscape and compliment the structures relationship to the landscape.
- Site grading shall be approved on a determination not only of its impact on the natural landform and existing vegetation, but also on the determination of the visual impacts that may result from the grading.
- The construction of cut and fill slopes will be performed to neat and clean lines that are visually appealing.
- Every attempt must be made to minimize cut and fill necessary for the construction of a home to reduce heavy truck traffic to the home site. The project developer is providing an on-site excavation storage area for any materials to be re-used.
- No excess fill may be placed on a lot. Fill locations within the development may be appropriate for excess fill placement and lot owners are encouraged to coordinate with the master developer for location and timing if possible.

8.12 Plant List

The following list serves only as a basic list of approved plants. This is not meant to be a complete list but rather a starting point for research. Plants that are not on this list may be used as approved by the Architectural Review Committee. Any plant on this list is acceptable for use as long as it is appropriate for the location where it is intended to be used as per these Landscape Guides.

TREES

Botanical Name-Common Name

Acer x freemanii - Autumn Blaze Maple
Acer ginnala - Amur Maple
Acer glabrum - Rocky Mountain Maple
Acer griseum - Paperbark Maple
Acer negundo - Sensation Box Elder Maple
Acer platanoides - Norway Maple
Acer rubrum - Northwood Red Maple
Acer truncatum - Crimson Sunset Maple
Alnus incana - Thinleaf Alder
Amelanchier x grandiflora - Autumn Brilliance Serviceberry
Betula occidentalis fontinalis - Western Red Birch
Carpinus betulus fastigiata - Pyramidal Hornbeam
Cedrus atlantica glauca - Blue Atlas Cedar
Crataegus crus-galli 'Inermis' - Thornless Cockspur Hawthorn
Cercis canadensis - Eastern Redbud
Juniperus scopulorum - Rocky Mountain Juniper
Koeleria paniculata - Golden Raintree
Malus spp. - Crabapple
Picea abies - Hillside Upright Spruce
Picea pungens glauca - Bakerii Blue Spruce
Picea pungens glauca - Hoopsii Blue Spruce
Pinus edulis - Pinyon Pine
Pinus flexilis 'Vanderwolfe' - Vanderwolfe Pine
Pinus leucodermis 'Heldreichii' - Bosnian Pine
Prunus cerasifera - Minnesota Newport Plum
Prunus mackii - Amur Chokecherry
Prunus padus - Mayday Tree
Prunus virginiana - Chokecherry
Pseudotsuga menziesii - Douglas Fir
Pyrus calleryana - Flowering Pear
Quercus gambelii - Gambel Oak
Robinia pseudoacacia - Purple Robe Black Locust
Thuja occidentalis 'Smargd' - Emerald Green Arborvitae

STREET TREES

Botanical Name-Common Name

Acer x freemanii 'Jeffersred' - Autumn Blaze Maple
Acer miyabei 'Morton' - State Street Maple
Acer platanoides 'Crimson King' - Crimson King Maple
Acer platanoides 'Columnarbrood' - Parkway Maple
Acer platanoides 'Princeton Gold' - Princeton Gold Maple
Acer rubrum 'Bowhall' - Bowhall Maple
Acer rubrum 'Franksred' - Red Sunset Maple
Celtis occidentalis - Hackberry
Crataegus x lavalleyi - Carriere Hawthorn
Fraxinus pennsylvannica 'Patmore' - Patmore Ash
Gleditsia triacanthos 'Skycole' - Skyline Honeylocust
Malus 'Spring Snow' - Spring Snow Crabapple (fruitless)
Prunus virginiana - Chokecherry
Prunus virginiana - Canada Red Chokecherry
Pyrus calleryana - Flowering Pear
Tilia cordata 'Greenspire' - Greenspire Linden
Ulmus 'Frontier' - Frontier Elm

SHRUBS

Botanical Name-Common Name

Amelanchier alnifolia - Saskatoon Serviceberry	Photinia x fraseri - Fraser's Photinia
Artemisia tridentata - Big Sage	Picea abies 'Nidiformis' - Bird Nest Spruce
Atriplex canescens - Four Wing Saltbrush	Pinus mugo - Mugho Pine
Berberis thunbergii atropurpurea - Red Leaf Barberry	Potentilla fruticosa - Shrubby Cinquefoil
Berberis thunbergii atropurpurea -	Purshia tridentata - Antelope Bitterbrush
Rose Glow Barberry	Rhus glabra - Smooth Sumac
Berberis thunbergii atropurpurea -	Rhus trilobata - Three Leaf/Oakbrush Sumac
Crimson Pygmy Barberry	Ribes alpinum - Alpine Currant
Buddleia davidii - Butterfly Bush	Ribes aureum - Golden Currant
Buxus microphylla asiatic 'Winter Gem' - Boxwood	Rosa Woodsii - Wood's Rose
Caragana arborescens - Siberian Pea Shrub	Rose sp. - As appropriate for High Altitudes
Caryopteris x clandonensis - Blue Mist Spirea	Salix spp. - Willow
Cercocarpus ledifolius - Curleaf Mountain Mahogany	Sambucus canadensis - Adams Elderberry
Chrysothamnus nauseosus - Rubber Rabbitbrush	Sambucus canadensis aurea - Golden Elderberry
Cornus alba - Variegated Dogwood	Shepherdia argentea - Buffalo Berry
Cornus sericea flaviramea - Yellowtwig Dogwood	Sorbaria sorbifolia - Ashleaf Spirea
Cornus sericea - Redtwig Dogwood	Spiraea sp - Spiraea
Cornus sericea - Isanti Dogwood	Symphoricarpos albus - Common Snowberry
Cornus sericea - Kelsey Dogwood	Syringa patula - Miss Kim Lilac
Cornus sericea - Alleman's Compact Dogwood	Syringa vulgaris - Common Lilac
Cornus sericea - Baileyi Dogwood	Taxus spp. - Yew
Cotoneaster acutifolius - Peking Cotoneaster	Viburnum dentatum - Autumn Jazz Cranberry
Daphne burkwoodii 'Carol Mackie' - Daphne	Viburnum trilobum - American Cranberry
Euonymus alatus 'compacta' - Dwarf Burning Bush	Viburnum trilobum - Bailey Compact Cranberry
Fallugia paradoxa - Apache Plume	
Forsythia - Northern Gold Forsythia	
Hydrangea arborescens - Annabelle Hydrangea	
Juniperus communis - Common Juniper	
Juniperus horizontalis - Bar Harbor	
Horizontal Juniper	
Juniperus horizontalis - Blue Chip Horizontal Juniper	
Juniperus sabina - Broadmoor Juniper	
Juniperus sabina tamariscifolia - Tam Juniper	
Hibiscus syriacus - Rose of Sharon	
Lonicera tatarica - Tatarian Honeysuckle	
Mahonia aquifolium - Oregon Grape	
Mahonia aquifolium compacta - Compact	
Oregon Grape	
Paxistima myrsinites - Mountain Lover	
Philadelphus lewisii - Mock Orange	
Physocarpus malvaceus - Ninebark	
Pinus mugo - Mugo Pine	
Pinus mugo - Big Tuna Mugo Pine	

PERENNIALS

Botanical Name - Common Name

Aquilegia - Columbine
 Anemone 'Honorine Jobert' - Windflower
 Artemisia - Sage
 Aster frikarti 'Monch' - Monch Aster
 Baptisia australis - Wild Indigo
 Berlandiera lyrata - Chocolate flower
 Callirhoe involucrata - Prairie Winecups
 Catananche caerulea - Cupids' Dart
 Centranthus ruber - Keys of Heaven
 Coreopsis verticillata - Moonbeam Coreopsis
 Delphinium - Larkspur
 Dianthus - Pinks
 Echinacea purpurea - Purple Coneflower
 Eriogonum - Sulphur Flower
 Gaillardia aristata - Blanket Flower
 Gaillardia pinnatifida - Hopi Blanket Flower
 Gaura coccinea - Scarlet Gaura
 Gaura lindheimeri - Whirling Butterfly Gaura
 Geranium - Wild Geranium
 Hemerocallis - Daylily
 Heuchera - Coral Bells
 Iberis sempervirens - Candytuft
 Ipomopsis aggregata - Scarlet Gilia
 Iris missouriensis - Missouri Iris
 Kniphofia uvaria - Red Hot Poker
 Lavandula angustifolia - English Lavender
 Leucanthemum superbum 'Alaska' - Shasta Daisy
 Lewisia cotyledon - Lewisia
 Liatris spicata - Kobold Gay Feather
 Linum lewisii - Blue Flax
 Mondarda didyma - Coral Reef Bee Balm
 Nepeta 'Walker's Low' - Catmint
 Oenothera - Evening Primrose
 Paeonia spp. - Garden Peony
 Penstemon - Beard Tongue
 Phlox paniculata - Phlox
 Rudbeckia fulgida 'Goldsturm' - Black Eye Susan
 Salvia - Perennial Salvia
 Santolina - Cotton Lavender
 Scabiosa columbaria 'Butterfly Blue' - Pincushion Flower
 Sphaeralcea ambigua - Globemallow
 Stachys byzantine - Lambs Ears
 Veronica 'Sunny Border Blue' - Veronica

ORNAMENTAL GRASSES

Botanical Name - Common Name

Achnatherum hymenoides - Indian Ricegrass
 Bouteloua curtipendula - Side Oats Grama
 Calamagrostis acutiflora - Karl Foerster
 Chasmanthium latifolium - Northern Sea Oats
 Festuca ovina - Sheep Fescue
 Helictotrichon sempervirens - Blue Oat Grass
 Miscanthus spp. - Maidengrass
 Panicum spp. - Switchgrass
 Pennisetum alopecuroides - Fountain Grass
 Schizachyrium spp. - Little Bluestem

GROUNDCOVERS

Botanical Name - Common Name

Ajuga spp. - Bugleweed
 Alyssum - Basket of Gold
 Antennaria - Pussytoes
 Arctostaphylos uva-ursi - Kinnikinnick
 Delosperma - Hardy Ice Plant
 Euonymus - Trailing Euonymus
 Fragaria sp. - Strawberry
 Gallium odoratum - Sweet Woodruff
 Hypericum calycinum - St. John's Wort
 Juniperus horizontalis - Wiltoni Juniper
 Juniperus sabina - Calgary Carpet & Buffalo
 Lamium sp. - Nettle
 Lysimachia nummularia - Creeping Jenny
 Mahonia repens - Creeping Oregon Grape
 Phlox - subulata - Creeping Phlox
 Poa pratensis - Kentucky Blue Grass
 Potentilla verna nana - Spring Cinquefoil
 Sedum - Stonecrop
 Sagina sugulata. - Irish Moss
 Thymus sp. - Thyme
 Veronica sp. - Veronica

BULBS - As appropriate for Region

PERENNIALS
VINES

ORNAMENTAL GRASSES

Botanical Name - Common Name

Hedera helix - English Ivy
Lonicera - Honeysuckle
Parthenocissus quinquefolia - Virginia Creeper
Wisteria - Wisteria

PERENNIALS NATIVE GRASS SEED MIX

ORNAMENTAL GRASSES

<u>Granite Seed (801)-768-4422</u>	Species	Planting Rate (Pls#'/S/Acre)	Lolium
Perenne			
Perennial Ryegrass		8.75	
Elymus Trachycaulus			
Slender Wheatgrass		7.00	
Pseudoroegneria Spicata V. Secar			
Bluebunch Wheatgrass		5.25	
Pascopyrum Smithii			
Western Wheatgrass		5.25	
Festuca Ovina			
Sheep Fescue		3.50	
Linum Lewisii			
Blue Flax		1.00	
A. Tridentata Sp. Wyomingensis			
Sagebrush		1.25	
Total		32.00	

Seeding should generally occur during the following seasons:

Spring - Spring thaw to May 1st

Fall - September 15th until consistent ground freeze.

Exhibit S-2

IMPROVEMENTS TO BE PROVIDED BY MASTER DEVELOPER~~GRANTEE~~

With reference to the drawing S-3:

1. Design and construct a 40-space parking lot with proper planting and fencing
2. Install sidewalk, curb and gutter along park boundary at 2000 N
3. Install Playground (5 to 12 years old target range)
4. Remove existing fencing all the way around the park
5. Existing trail is to remain
6. Grade existing ditch to soften the side slopes
7. Remove existing vegetation and landscape to the edge of the ditch
8. The existing ditch goes into a pipe at the west end that goes through the backyards of some existing homes. Consider re-routing the ditch so it does not go through the back yards of these homes. The existing turnout structure west of this area needs to be maintained to allow the irrigation company to continue to direct the flow.
9. Remove the three existing trees
10. Add 3 additional lights along the south side of the trail
11. Demolish existing restrooms and install new restrooms in the northeast corner of site.
12. Regrade and re-sod the area just north of the ditch overflow structure on the south side of the park
13. Install 3-foot safety fencing or a functional substitute agreed to by the City along approximately 500-feet of the southeast border of the Park adjacent to the drainage ditch.

13-14.

[other items: I believe Sundance Bay has agreed to some additional improvements. List here]

Commented [JH1]: identify specifically where this fence is required.

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The following are exhibits we propose be deleted for one of the following:

1. Exhibit G-3 – Deleted because the rendering are not necessary
2. Exhibit P – Deleted because the MDA now is clear on the maximum units
3. Exhibit Q – Deleted because we redefined Development Areas to allow for more flexibility in phasing
4. Exhibit R – Unnecessary language
5. Exhibit T – Moved clarification to the MDA document

Note: We also recommend deleting the Geotech, Historic Resource Plan and the Traffic Study.

**GOVERNING DOCUMENT
FOR
BEN LOMOND PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-2
HARRISVILLE CITY, UTAH**

October ____, 2024

Prepared by:
York Howell, LLC
South Jordan, Utah

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Initial District Boundary Map and Annexation Area Map

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I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on taxable properties and that shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

C. Limitation on Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of the Districts to comply with any terms or conditions of this Governing Document shall not relieve

any party of an obligation to the Districts or create a basis for a party to challenge the incorporation or operation of the Districts, or any Debt issued by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means the property shown as the Annexation Area in **Exhibit B**.

Approved Development Plan: means an approved development agreement identifying, among other things, Public Improvements necessary for facilitating development for property with a District or Districts, including that certain Master Development Agreement for Ben Lomond Views dated June 22, 2021, between Harrisville City and BLD Investment, LLC, a Utah limited liability company, as may be subsequently amended or restated.

Assessment: means assessments levied in an assessment area created within the Districts pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Board: means the board of trustees of a District.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Harrisville City, Utah.

City Code: means the City Code of Harrisville City, Utah.

City Council: means the City Council of Harrisville City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means BLV Property Owner, LLC, and its affiliates and successors and assigns.

District: means any one of Ben Lomond Public Infrastructure Districts.

Districts: means two of Ben Lomond Public Infrastructure Districts.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundary Map and Annexation Area Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a residential homes owner, renter, commercial property owner, or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User

Fees: means any fee imposed by any District for administrative services provided by such District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from Assessments and/or Fees for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with applicable state law and approved by the applicable Boards in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the Districts depicted in the Initial District Boundary Map and Annexation Area Map, and more particularly described by the legal descriptions found in **Exhibit A**.

Initial District Boundary Map: means the map attached hereto as **Exhibit B**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales, and marketing of such securities and the procuring of bond ratings, credit enhancement, and insurance in respect of such securities; (ii) shall be an investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property known as Ben Lomond Views.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The total area of the Initial District Boundaries includes approximately 0.22 acres, with the area of each of the Districts as follows: District No. 1, 0.11 acres; and District No. 2, 0.11 acres. The total area to be included in the Annexation Area Boundaries for each of the Districts, is approximately 123.20 acres. Legal descriptions of each of the Initial District Boundaries and the Annexation Area are attached hereto as **Exhibit A**. Maps of the Initial District Boundaries and the Annexation Area are attached hereto as **Exhibit B**. It is anticipated that each District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. BENEFITS OF DISTRICTS

The Districts anticipate providing many benefits to the City and surrounding areas in the form of financing for the Public Improvements to be constructed and dedicated to the City in conjunction with the approved Project plans and this Governing Document.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the Districts. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein. The determination of which Public Improvements, or portions thereof, shall be financed by which District shall be left to the discretion of the Districts. Each District shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with the rules and regulations of the City and applicable provisions of state law. Each District shall be permitted to pay for Public Improvements provided that such District complies with this Section V and other requirements of this Governing Document, including, but not limited to, the debt limit provided in Section VII.A and the Maximum Debt Mill Levy provided in Section VII.C.

B. Reimbursement for Improvements. Any impact fee reimbursements or credits which become available due to the financing of Public Improvements by a District shall be for the benefit of the District and not any developer. The specifics of the scope and availability of impact fee credits or reimbursements shall be reserved and may be addressed in a future interlocal agreement between the City and a District.

C. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

D. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

E. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may fund, reimburse, and acquire completed or partially completed improvements for fair market value as reasonably

determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

F. Municipal Advisor Certificate. Prior to the issuance of Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. Annexation and Withdrawal.

(a) The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area into one of the Districts. Such area may only be annexed after obtaining any required consents under the PID Act and the passage of a resolution of the Board of the District containing the area approving such annexed. The Districts shall not annex within their boundaries any property outside the District Area without the prior written consent of the City.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the Districts. Such area may only be withdrawn from a District after obtaining any required consents under the PID Act and the passage of a resolution of the Board of the applicable District approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with this Section shall not constitute an amendment of this Governing Document.

E. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

F. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt and the aggregate impact of mill levy and any assessments of the overlapping Districts as determined in Article VII, paragraph C.2. below, will not at any time exceed the Maximum Debt Mill Levy or the maximum aggregate impact of mill levy and any assessments of the applicable Districts.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan relating to property within a District, such Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The Districts shall not issue Limited Tax Debt in excess of an aggregate amount of **Fifteen Million Dollars (\$15,000,000)**. This amount excludes any portion of Bonds issued to refund a prior issuance of Debt by the Districts. In addition, this limitation does not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2049.

I. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Boards shall be composed of three (3) Trustees each, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at-large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of four (4) years; Trustee 1 and Trustee 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts. Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its anticipated residential certificates of occupancy to reflect such boundary change.

B. Future Board Composition.

1. At the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective board seats for the District Boards with residential property shall transition from appointed to elected seats according to the following milestones:

(a) Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy within the District.

(b) Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 75% of Anticipated Units have received certificates of occupancy within the District.

(c) Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy within the District.

For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least 1/3 of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each 1/3 value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within a District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, for any seat which has not transitioned to an elected seat, the Districts shall notify the City

of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act. Any Trustee shall continue to serve until a new Trustee is elected.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The total aggregate Debt that the Districts shall be permitted to issue shall not exceed **Fifteen Million Dollars (\$15,000,000)** and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the Districts shall not count against the permitted total Debt. In addition, this limitation does not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment and/or C-PACE Acts. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the Districts and Assessments. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this

Governing Document, State law, and federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; Assessments limitation.

1. The “Maximum Debt Mill Levy,” which is the maximum mill levy a District is permitted to impose upon the Taxable Property within such District for payment of Limited Tax Debt and administrative expenses, shall be **0.005 per dollar** of taxable value of Taxable Property in such District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

2. In the event the District has issued Limited Tax Debt, any Assessments (other than C-PACE Assessments) imposed by the Districts on a parcel zoned for residential uses shall be payable at or before the time of conveyance to an End User with respect to such parcel. For avoidance of doubt, (a) any C-PACE Assessments may be repayable in accordance with the provisions of such act and (b) Assessments on non-owner-occupied residential parcels need not be prepaid unless fee interest in such parcel is conveyed to an End User.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue, or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All debt issued by the Districts for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

G. Districts' Operating Costs.

The estimated cost of engineering services, legal services, and administrative services, together with the estimated costs of each District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, each District will require operating funds for administration and to plan and cause the Public Improvements to be financed. The first year's operating budget of each District is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues, and may also be financed for a period of time until District revenues are anticipated to be sufficient to bear such costs. Each District may also enter into a reimbursement agreement with the developer of the Project to reimburse such developer for any such administrative costs paid by developer.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

VIII. ANNUAL REPORT

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Names and terms of Board members and officers;
2. Board seat transition milestones and progress towards Board transition, as applicable;
3. District office contact information, if changed;

4. A summary of any litigation which involves the District as of the last day of the prior fiscal year, if any;
5. A summary of the total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon repayment of defeasance of the Debt of a District, such District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of a District occur until such District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of incorporation for each District, or the annexation of property into any District, the Board shall record a notice against the property with the District with the recorder of Weber County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion, and state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the maximum rate the District may levy; and (e) include the substantially the following language in bold:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$500** for the duration of the District’s Bonds.”

Failure to provide any disclosures required by this Section shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose all of the information in the first paragraph of this Section X prior to entering into any purchase contract or lease or acceptance of any deposit relating to such residential or commercial property with initial resident homeowners or commercial property owners and/or commercial tenants, as applicable. Such disclosures shall require a signature of such purchaser acknowledging the foregoing.

The Developer shall ensure that the disclosure requirements outlined in the immediately preceding paragraph are included in the Developer's Approved Development Plan. The preceding disclosure requirements shall be imposed upon the Developer through inclusion in the Approved Development Plan.

XI. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations, or restricts in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.

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EXHIBIT A

(Legal Descriptions)

DISTRICTS BOUNDARY

BEN LOMOND PID 1 ANNEXATION AREA

A portion of the Northeast Quarter of Section 6, Township 6 North, Range 1 West, the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32 Township 7 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southeast Corner of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian; thence S00°56'12"W along the Section Line (also being the west line of the Ben Lomond Estates No. 1 subdivision) 1167.76 feet; thence N88°51'55"W 9.33 feet; thence S00°31'47"W along the westerly line of Lacey Lane Subdivision and the westerly line of Hunting Creek Subdivision No. 3 subdivision 685.73 feet to the north line of the Hunting Creek Subdivision No. 1 subdivision; thence N89°36'23"W along said north line 835.92 feet to the easterly Right-of-Way line of U.S. State Highway 89; thence N26°27'05"W along said easterly Right-of-Way line 2651.55 feet to the easterly line of that real property described in Deed Entry No. 2657978 in the official records of the Weber County Recorder; thence N07°32'24"W along said easterly line 192.65 feet to an existing fence line; thence along said fence line the following two (2) courses: S89°57'00"E 7.27 feet; thence N07°40'58"W 77.15 feet to the south west corner of that real property described in Deed Entry No. 2263169 in the official records of the Weber County Recorder; thence S80°14'36"E along the south line of that real property described in Deeds Entry No. 2263169, 2377000 and 2252595 in the official records of the Weber County Recorder, 102.38 feet to an existing fence line; thence along said fence line and the southerly lines of that real property described in Deeds Entry No. 2252595, 2742724 and 2740693 in the official records of the Weber County Recorder, the following seven (7) courses: S62°04'18"E 30.02 feet; thence S72°22'48"E 29.29 feet; thence S77°20'03"E 19.46 feet; thence S75°01'46"E 19.83 feet; thence S72°22'08"E 89.10 feet; thence S68°32'53"E 27.99 feet; thence S64°28'59"E 123.06 feet to a fence corner also being described on that (lot line adjustment) Record of Survey No. 3036 on file in the office of the Weber County Surveyor; thence N36°25'57"E along said Record of Survey and fence line 73.59 feet to a point being 0.5' southerly from an existing fence line; thence following in part along an existing fence line the following two (2) courses: S65°00'00"E 331.08 feet; thence N62°00'00"E 714.46 feet to the westerly line of the Golfcrest Village Townhomes Subdivision Phase 1; thence along the westerly and southerly lines of the Golfcrest Village Townhomes Subdivision Phases 1 and 2, the following nine (9) courses: S1°28'12"W 104.18 feet; thence S28°41'01"E 46.93 feet; thence S52°56'13"E 45.11 feet; thence S61°19'40"E 219.60 feet; thence S62°57'04"E 332.58 feet; thence N54°21'20"E 10.08 feet; thence S62°43'49"E 400.94 feet; thence S61°04'10"E 88.75 feet; thence S64°19'53"E 90.70 feet to the southwest corner of the Golf View Estates Subdivision Phase 2 P.R.U.D.; thence along said Subdivision the following five (5) courses: S65°26'08"E 142.10 feet; thence N60°14'23"E 437.69 feet; thence N43°18'38"E 287.98 feet; thence N28°55'16"E 188.14 feet; thence N6°51'52"E 229.25 feet more or less to the south line of 2000 North Street; thence S88°46'25"E along said south line 1387.99 feet to the west line of Roylance Farms Subdivision Phase 3; thence S0°14'56"W along said subdivision 739.21 feet to a found rebar and cap (Utah Land Survey) marking the northeast corner of Roylance Farms P.R.U.D Phase 2 subdivision; thence along said subdivision (being between 0.1'-1.0' south of an existing chain link fence) the following three (3) courses: S82°48'32"W 722.57 feet; thence S64°48'32"W 290.40 feet; thence N89°52'59"W 1608.66 feet (the previous call also running in part along the north boundary line of Ben Lomond Estates No. 1 subdivision) to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

Part of the Northeast Quarter of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows: Beginning at a point that is South 463.31 feet and East 1375.40 feet from the North Quarter Corner of Section 6, Basis of Bearings being N00°46'49"E between said Corner and the Center of Section 31, Township 7 North, Range 1 West, thence N79°11'00"E 60.00 feet; thence S10°49'00"E 100.00 feet; thence S79°11'00"W 60.00 feet; thence N10°40'00"W 100 feet to the point of beginning.

Net Area Contains: ±123.20 Acres
5,366,643 Sq. Ft.

BEN LOMOND PID 1 LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S89°46'21"W along the Section Line 1868.31 feet and North 165.23 feet from the Southeast Corner of Section 31, Township 7 North, Range 1 West, Salt Lake Base & Meridian (Basis of Bearing: N01°43'05"W along the Section Line from the Southeast Corner to the East Quarter Corner of said Section 31); thence N63°32'55"E 100.00 feet; thence S26°27'05"E 50.00 feet; thence S63°32'55"W 100.00 feet; thence N26°27'05"W 50.00 feet to the point of beginning.

Contains: ±0.11 Acres
5,000 Sq. Ft.

BEN LOMOND PID 2 LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

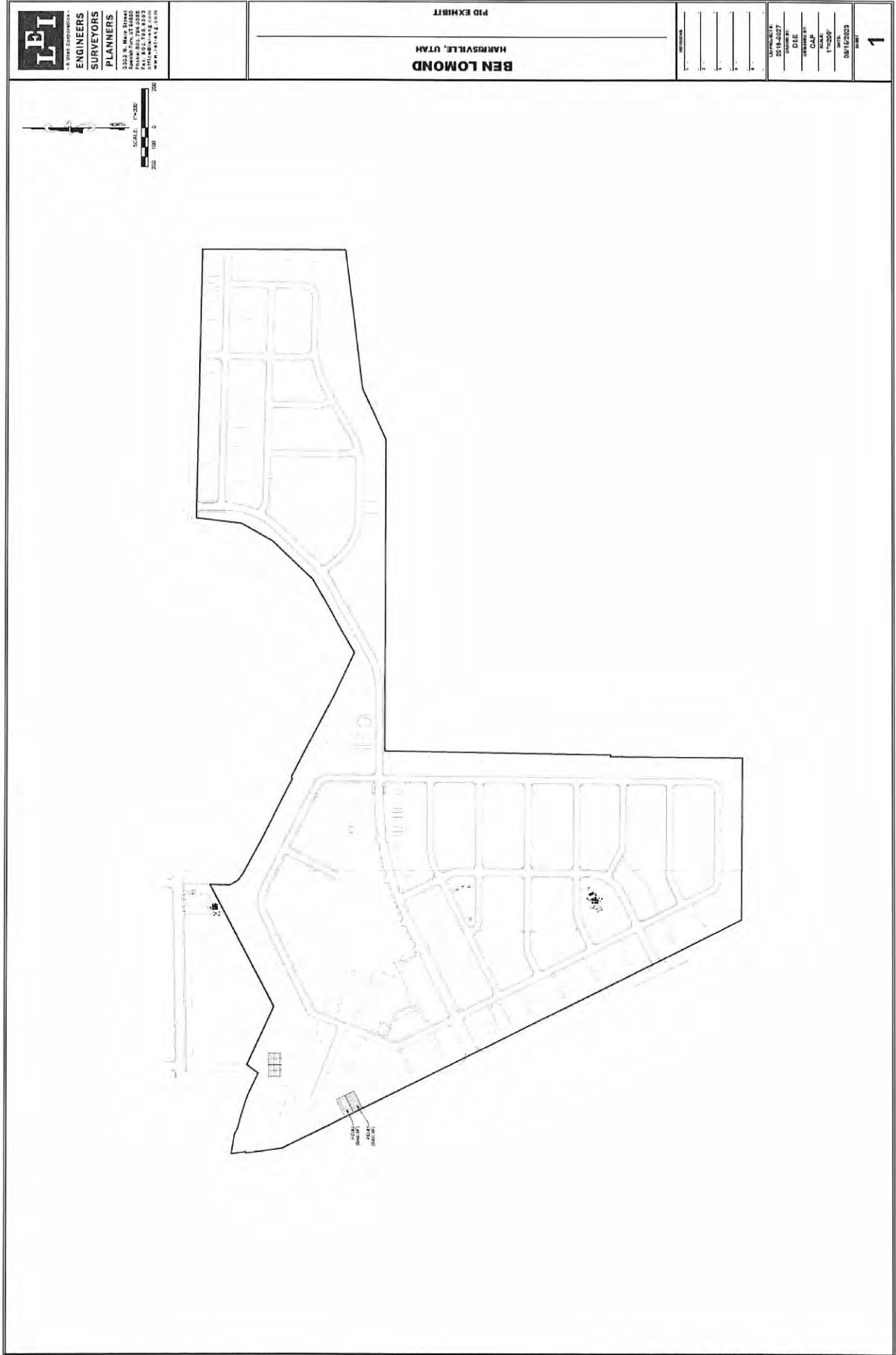
Beginning at a point located S89°46'21"W along the Section Line 1868.31 feet and North 165.23 feet from the Southeast Corner of Section 31, Township 7 North, Range 1 West, Salt Lake Base & Meridian (Basis of Bearing: N01°43'05"W along the Section Line from the Southeast Corner to the East Quarter Corner of said Section 31); thence N26°27'05"W 50.00 feet; thence N63°32'55"E 100.00 feet; thence S26°27'05"E 50.00 feet; thence S63°32'55"W 100.00 feet; to the point of beginning.

Contains: ±0.11 Acres
5,000 Sq. Ft.

EXHIBIT B

(Initial District Boundary Map and Annexation Area Map)

Map of Districts Boundary



LEI
 A VINE CORPORATION
 ENGINEERS
 SURVEYORS
 PLANNERS
 2202 N. Main Street
 Provo, UT 84601
 Phone: 801-770-0200
 Fax: 801-770-0201
 www.lei.com

BEN LOMOND
 HARRISVILLE, UTAH
 PID EXHIBIT

DATE: _____
 BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

PROJECT: _____
 SHEET: _____
 OF: _____
 DATE: _____
 SCALE: 1"=200'
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

To: Governor's Office of Economic Opportunity Grant
From: Harrisville Mayor and City Council
Date: October 29, 2024
RE: Letter of Support – Rural Communities Opportunity Grant – Harrisville City

Office of Economic Opportunity Grant:

Thank you for your consideration of a rural community opportunity grant application for Harrisville City. We offer this letter of support for this application which includes a new roadway that will connect access between 750 West and Highway 89 in Harrisville City.

In their role as Harrisville City Planning Commissioners, the Harrisville Planning Commission will oversee the site development and offer support where needed to help advance much needed growth in our community. As well as encourage and promote the application of future grant opportunities for any proposed new business.

Opportunities for manufacturing growth in our rural community is a high priority and we look forward to building relationships with business owners for the successful partnership we know will develop through future projects. We are committed as a City Council to help identify and support local business growth throughout our city with increased consideration in this new area.

Thank you again for your consideration of this grant application. We look forward to the development of a prosperous and flourishing manufacturing and commercial community in our city.

Best Regards,

Michelle Tait
Mayor
Harrisville City