

**HOOPER CITY**  
**SPECIAL MEETING -PLANNING COMMISSION AGENDA-**  
**AMENDED**  
**AUGUST 27, 2026, 7:00PM**  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315

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Notice is hereby given that the Hooper City Planning Commission will hold a special meeting on Thursday, August 27, 2026, starting at 7:00pm at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

**Special Meeting – 7:00pm**

1. Meeting Called to Order
2. Opening Ceremony
  - a. Pledge of Allegiance
  - b. Reverence
3. Consent Items
4. Action Items
  - a. **Motion: Change of September Meeting dates**
  - b. Rezone Request for Bridger Smith located at 5271 W 4600 S. The rezone request is to create a half-acre lot with a previously existing home on it. The purpose is to separate the home from the agriculture land.
    - i. Enter a public hearing to receive public input on request.
    - ii. Close the public hearing and proceed with the regular meeting.
    - iii. Planning Commission Discussion and/or Motion on request
  - c. Rezone Request for Tana Gooch located at 3051 S 5100 W. The rezone request is to go from R1 to R2 at parcel 15-525-0004 and 15-252-0003
    - i. Enter a public hearing to receive public input on request.
    - ii. Close the public hearing and proceed with the regular meeting.
    - iii. Planning Commission Discussion and/or Motion on request
  - d. Rezone request and general plan amendment at approximately 4700 W and 5500 S for Terra Strada LLC. The proposed request is from R1 zone to C2, PUD, R2, and R3 zone.
    - i. Enter a public hearing to receive public input on request.
    - ii. Close the public hearing and proceed with the regular meeting.
    - iii. Planning Commission Discussion and/or Motion on request
5. Citizen Comment (*Resident(s) attending this meeting will be allotted 3 minutes to express any concerns. No action can or will be taken on any issue presented.*)
6. Adjournment

***Morghan Yeoman***

Morghan Yeoman, City Recorder

*\*Please see notes regarding public comments and public hearings*

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In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 27th day of August 2026 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

**\*NOTES REGARDING PUBLIC COMMENT AND PUBLIC HEARINGS**

- A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings.
  - a. When a member of the audience addresses the council, they will come to the podium and state their name.
  - b. Each person will be allotted three (3) minutes for their remarks/questions.
  - c. The City Recorder will inform the speaker when their allotted time is up.

**\*CONFLICT OF INTEREST**

As per Utah State Code §67-16-9; Public officers and employees cannot have personal investments in a business entity that would create a substantial conflict between their private interests and public duties. This also applies to board members.

# HOOPER CITY INC.

5580 W. 4600 S.  
Hooper City, UT 84315

## APPLICATION TO AMEND THE HOOPER CITY

### ZONING MAP

Petition No. \_\_\_\_\_ Parcel No. 080450007

Date Submitted \_\_\_\_\_

Address of Site 5271 W 4600 S

Applicant's Name Bridger Smith

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

Address 5271 W 4600 S

Email \_\_\_\_\_



#### FEE SCHEDULE

\$250.00 plus \$5 per acre with an additional \$50 for publishing the notice in the Standard Examiner.

The bill must be paid before it will be heard by the Planning Commission and Council.

NOTE: The Applicant must submit a plat map from the County Recorder's Office which accurately delineates the property being considered and a legal description (see requirements listed on the back).

Present Zoning of Property: \_\_\_\_\_

Present Use of Property: Agriculture / Residential House

Proposed Zoning of Property: \_\_\_\_\_

Proposed use of Property if Property is Re-zoned (explain in detail) \_\_\_\_\_

The property already has an established residential house on it, while the rest of the property is used for agriculture. The purpose would be to keep the agriculture field the same and split the house off of that parcel. Separating the two and keeping it the same.

Acreage of Property: 13.95 ±

Reason why Re-zoning is Requested: If possible

I would like to split the residential house off at 1/2 Acre, mainly because that's how it is already established in comparison to the field it's currently attached to.

# (Property Plat)

SE 1/4

45

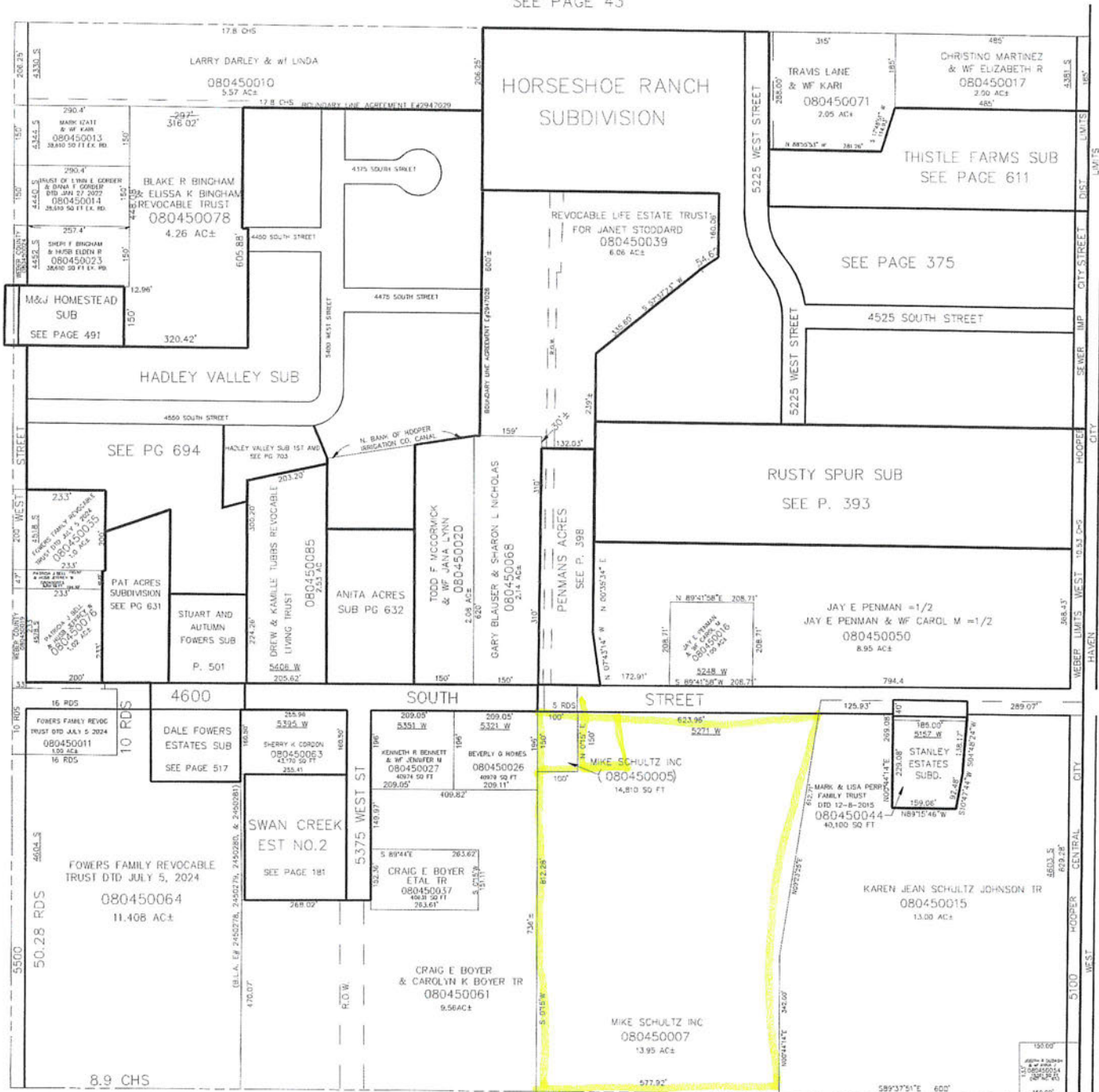
SECTION 7, T5N, R2W, S.L.B. & M.

IN HOOPER CITY

TAXING UNIT: 376

SCALE 1"=200'

SEE PAGE 43



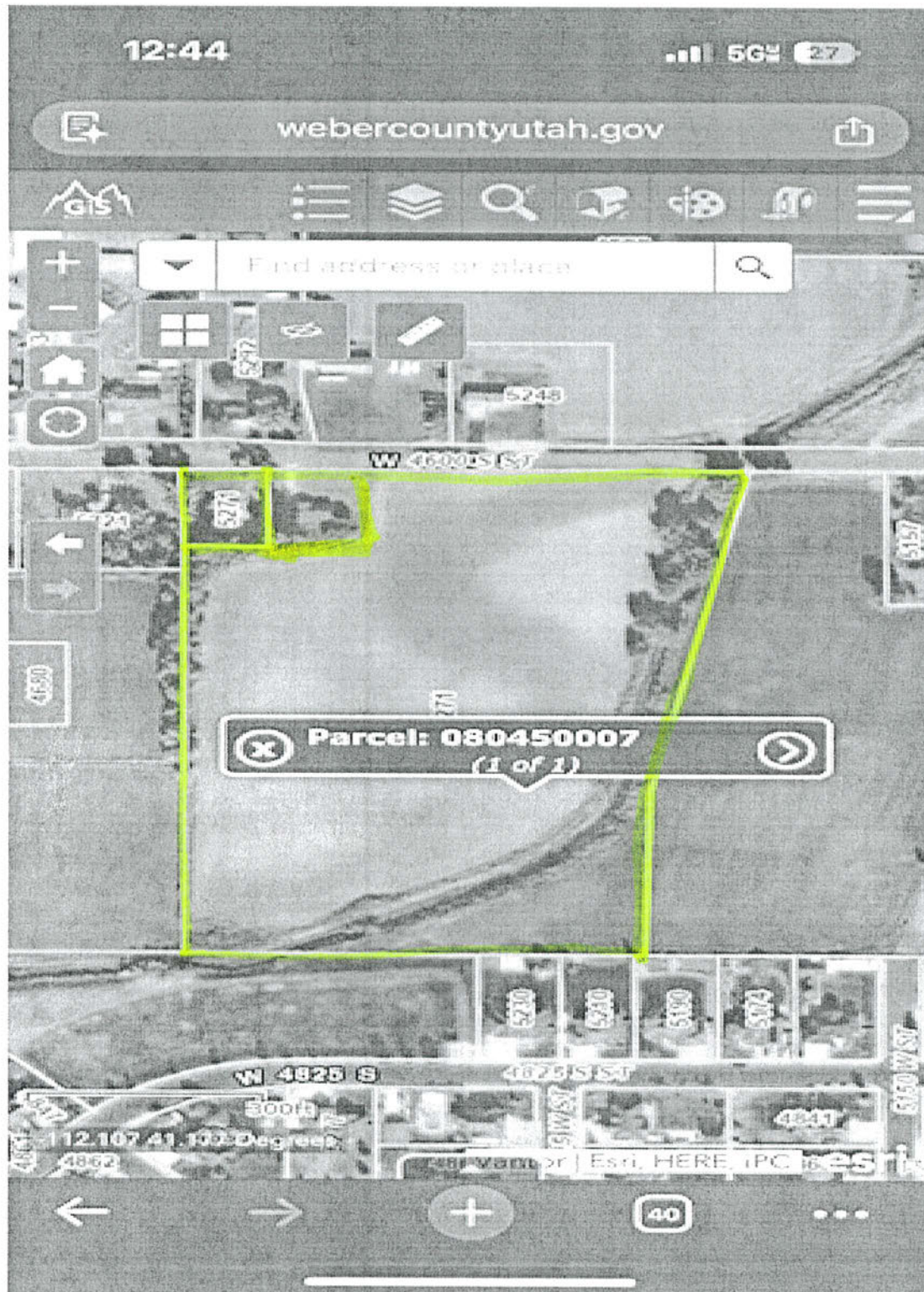
SEE BK 9 PG 77

\*FOR TAX PURPOSES ONLY\*

SEE PAGE 48

SEE PAGE 46

(Property Plat)



**First A-D questions-**

**A:** The request change is appropriate because it simply separates an existing home and yard from a larger agriculture parcel. The .5 acre residential portion is already established and not used for farming, and this proposal formalizes that existing use rather than introducing anything new. The split preserves the majority of the land for continued agriculture, will not impact surrounding properties or infrastructure, and allows for proper ownership and maintenance of the home. Overall, it is a minimal change that improves land use clarity while maintaining the agriculture integrity of the property.

**B:** This request aligns with Hooper City's master plan by preserving agricultural land and rural character while formally recognizing an existing low-density residential use. Like stated before it is an already established residence, it is just the separating of the parcel.

**C:** —

**D:** I believe the request is in the public's interest because it preserves the majority of the land for continued agriculture use, maintains rural character of the area, and creates a clear and appropriate separation between residential and farming uses. It has no added impact on infrastructure or services and supports proper ownership and maintenance of the existing home.

**Applicants requirements for zoning change-**

**A:** To Hooper City/Planning department,

I am writing to formally request approval for a parcel split and any necessary zoning adjustments for the property located at 5271 W 4600 S, Hooper Ut- Parcel number 080450007.

The existing parcel consists of approximately 13.95 acres and is currently utilized primarily for agriculture purposes. A portion of about .5 acres contains an existing single-family residence with a maintained yard. This residential portion is physically and functionally separate from the agriculture operations conducted on the remainder of the property.

The purpose of this request is to subdivide the existing parcel to create a separate .5 acre residential lot encompassing the existing home. This will allow the residence to be individually owned, financed, and maintained independent of the larger agricultural parcel.

**B:**Property Plat- (Attached seperate)

**C:** Legal description- PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 750FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION ANDRUNNING THENCE WEST 577.92 FEET; THENCE NORTH 812.28 FEET;THENCE EAST 100 FEET; THENCE NORTH 150 FEET; THENCE EAST623.96 FEET; THENCE SOUTHWESTERLY ALONG THE EAST LINE OFHOOPER PILOT DRAIN RIGHT-OF-WAY 620

FEET MORE OR LESS TO A POINT 342 FEET  
NORTH OF BEGINNING; THENCE SOUTH 342  
FEET TO BEGINNING.

D: Rezoning fee

Bridger Smith

House re-zoning 5271 W 4600 S, Hooper Ut

The front of the house for the proposed parcel would be located approximately 63 feet north of 4600 South. The North property line can start wherever the city requires. The east property line would be approximately 39 feet east of the east side of the house, extending toward 5100 West. The south property line would be approximately 79.5 feet south of the south side of the house, and the west property line would be approximately 15 feet west of the west side of the house.

These proposed boundaries are intended to provide an approximately one-half-acre lot that contains the existing home while leaving the remaining acreage as agricultural property.

# HOOPER CITY INC.

5580 W. 4600 S.  
Hooper City, UT 84315

## APPLICATION TO AMEND THE HOOPER CITY

### ZONING MAP

Petition No. \_\_\_\_\_ Parcel No. 15-525-0004 + 15-525-0003

Date Submitted 6-11-24

Address of Site 3051 S. 5100 W.

Applicant's Name Tana Gooch

Phone Number [REDACTED] Fax No. \_\_\_\_\_

Address 3051 S. 5100 W.

Email [REDACTED]

**FEE SCHEDULE** \$250.00 plus \$5 per acre with an additional \$50 for publishing the notice in the Standard Examiner.  
**The bill must be paid before it will be heard by the Planning Commission and Council.**

NOTE: The Applicant must submit a **plat map** from the County Recorder's Office which accurately delineates the property being considered and a **legal description** (see requirements listed on the back).

Present Zoning of Property: R1 Present Use of Property: Calfalfa hay fields

Proposed Zoning of Property: R2 Proposed use of Property if Property is Re-zoned (explain in detail) \_\_\_\_\_

Growing hay for our farm. Grazing cows.  
We plan on using it for the same use. Until the  
road come through of our living changes

Acreage of Property: 24.16 + 5.62 Reason why Re-zoning is Requested: \_\_\_\_\_

Ramie Hubbard's property borders us. She was  
required to build a pump house station to carry  
many houses. the Rawson Subdivision is 1/2 acres  
that is next to our property with a road way onto our property

Will the proposed Re-zoning conform to the City Master Plan? ☒ Yes ☐ No (Explain and attach)

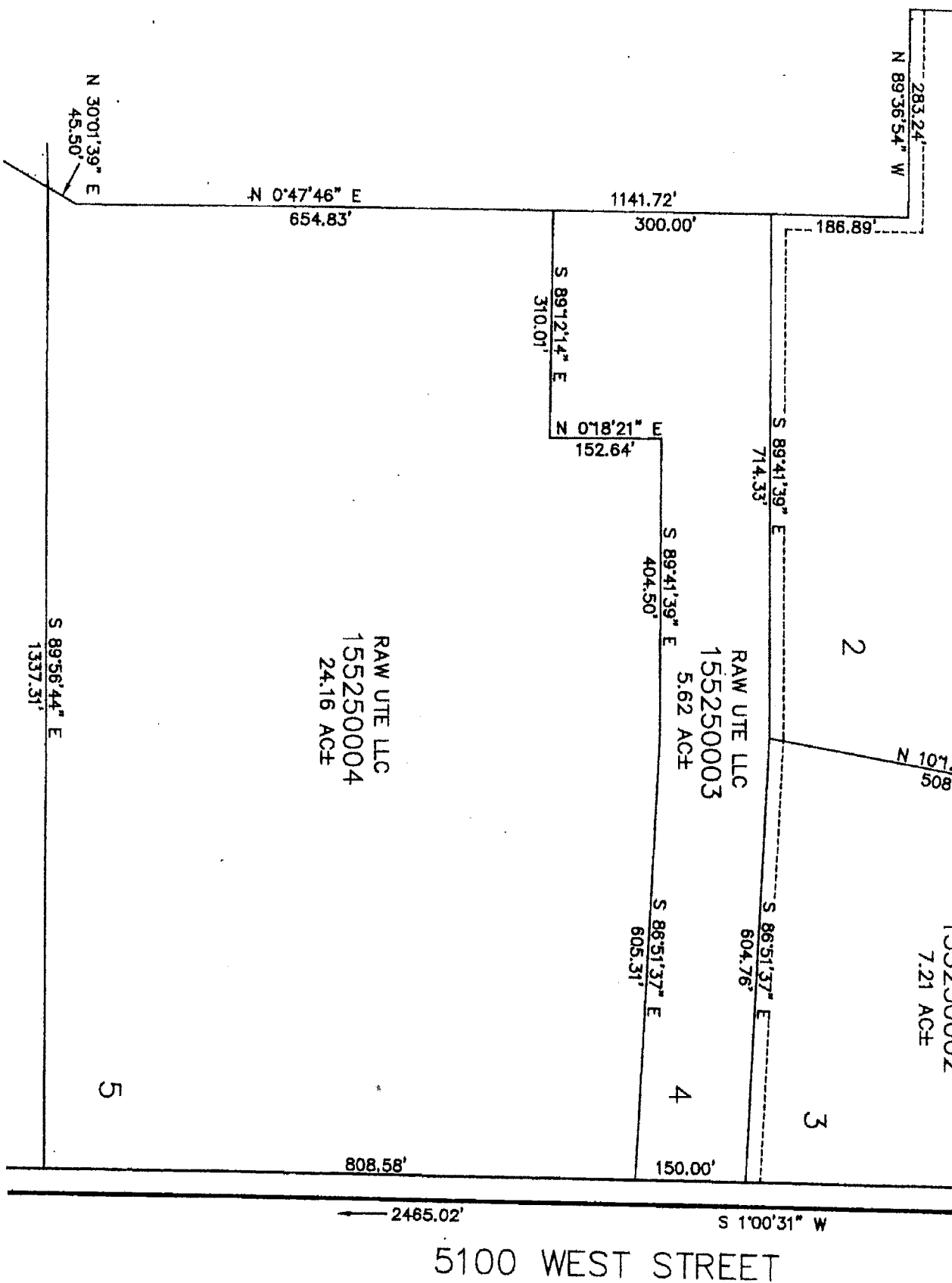
I authorize \_\_\_\_\_ to act as my representative in all matters relating to this applications.

Tana Gooch  
Signature of Applicant

Tana Gooch  
Signature of Property Owner

## Application to Amend Zoning Map

- A. I want to be able to sell if needed my frontage lots and have the ½ acre approved ½ acres are easier to keep up. (acre lots too much for most people to maintain)
- B. The City Master Plan is to provide beautiful lots at a reasonable cost to people wanting to move into Hooper.
- C. Rawson Ranch Subdivision borders my property. They are ½ acre lots.
- D. ½ acres are more efficient to families who want to live in the country yet don't have time to manicure yard.



# HOOPER CITY INC.

5580 W. 4600 S.  
Hooper City, UT 84315

## APPLICATION TO AMEND THE HOOPER CITY

### ZONING MAP

Date Submitted \_\_\_\_\_

Petition No. \_\_\_\_\_

Parcel No. \_\_\_\_\_

09-075-0282, 09-075-196, 09-075-0283, 09-075-0259,

09-075-0284, 09-075-0266, 09-075-0285

Date Submitted \_\_\_\_\_

Address of Site \_\_\_\_\_

Northwest Corner of 4700 W & 500 S

Applicant's Name \_\_\_\_\_

Terrastrada LLC

Phone Number \_\_\_\_\_

Address 3271 E 1875 N Layton, Utah 84040

Email \_\_\_\_\_

#### FEE SCHEDULE

**\$250.00 plus \$5 per acre the cost for publishing the notice in the Standard Examiner. The publishing cost will be determined and the applicant will be billed. The bill must be paid before it will be heard by the Planning Commission and Council.**

\*\*\*\*\*

NOTE: The Applicant must submit a **plat map** from the County Recorder's Office which accurately delineates the property being considered and a **legal description** (see requirements listed on the back).

\*\*\*\*\*

Present Zoning of Property: R1

Present Use of Property: Low Density Residential

C2, PUD,

Proposed Zoning of Property: R2, R3

Proposed use of Property if Property is Re-zoned (explain in detail) \_\_\_\_\_

Establish areas for commercial, grocery, retail, food, etc. and construct commercial

development along 5500 South as currently shown on the Future Land Use element of the

General Plan. Provide residential buffering to the North and West of the proposed commercial

zone to the existing residential uses.

Acreage of Property: 46.60

Reason why Re-zoning is Requested: \_\_\_\_\_

Proposing Commercial (C2) zone change along 5500 South with R2, R3, and PUD to buffer and

transition to the existing residential uses to the North, East, and West as contemplated in the

Hooper City General Plan.

Will the proposed Re-zoning conform to the City Master Plan? \_\_\_\_\_

☒ Yes \_\_\_\_\_ No

(Explain and attach)

See attached letter.

Signature of Applicant \_\_\_\_\_

Signature of Property Owner \_\_\_\_\_

See attached.

I authorize Stuart Adams to act as my representative in all matters relating to this applications.

See attached Parcel Ownership Document.

Signature of Property Owner

\*\*\*\*\*

Please answer the following questions with specifics and attach a separate sheet. This information will be forwarded to the city Planning Commission members for review.

- a. Why should the present zoning be changed to allow this proposal?
- b. How is the proposed change in harmony with the City Master Plan for this area?
- c. If it is not, what conditions and circumstances have taken place in the general area since the Master Plan was adopted to warrant such a change?
- d. How is the change in the public interest as well as the applicant's desire?

\*\*\*\*\*

I. **APPLICATION REQUIREMENTS FOR ZONING MAP CHANGE** The property owner shall submit to the City Recorder of the Planning Committee the following:

- A. An **application** formally requesting a zoning change and stating the reasons for the request.
- B. A **property plat** of the area of the requested zone change. Plats are available at the Weber County Recorder's Office.
- C. A **legal description** of the subject property.
- D. A **re-zoning fee** as indicated on the zoning applications.

❖ **The State requires all property owners within 600 feet from your parent property (front, sides and back) to be notified. There will be an additional fee of \$1.00 for every notice that is sent out.**

II. The Planning Committee requires any zoning application to be submitted (1) one month prior to any City Planning Commission meeting. The zoning ordinance change request is then scheduled to be heard at the first Planning Commission meeting following the one month period. It is recommended the property owner/applicant be present at the meeting.

III. The Planning Commission will make a recommendation at their meeting to the City Council on the proposed change. The City Council may schedule a public hearing to discuss the proposed change. This hearing will be held 15 to 21 days following the recommendations from the Planning Commission to the Council.

IV. The City Council, following the public hearing, will pass a motion either approving or denying the requested zone change. Their decision is final. If the request is approved, an official zoning map/ordinance will be signed and filed.

V. The Re-zoning becomes effective 15 days after publication of the ordinance.

Planning District scheduled to hear this application for zone map change on:

Date: \_\_\_\_\_ Decision of Commission: \_\_\_\_\_

City Council sets public hearing:

Date: \_\_\_\_\_ Decision of Council: \_\_\_\_\_

PARCEL OWNERSHIP

Parcel: 09-075-0259

Owner: HARRIS, NICHOLAS LYNN & WF MANDY MARIA MEDINA HARRIS

Owner Mailing Address: 2053 W BRYNN AVE #5, WEST HAVEN UT 84401

Acreage: 1.00

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City Zoning Map, act as my representative in all matters relating to this application and I agree to the subject of the Zone Map Amendment.

Owner Signature

Print Name

Date

Owner Signature

Print Name

Date

*Mandy Medina-Harris* MANDY MEDINA-HARRIS 7/30/26  
*Nicholas L Harris* Nicholas L Harris 7/30/26

## PARCEL OWNERSHIP

Parcel: 09-075-0285

Owner: ELAINE C. DENKERS, SUCCESSOR TRUSTEE OF BETH J. CHRISTENSEN TRUST AGREEMENT DATED MAY 23, 1977, AND ELAINE C. DENKERS, SUCCESSOR TRUSTEE OF ORSON E. CHRISTENSEN TRUST AGREEMENT DATED MAY 23, 1977.

Owner Mailing Address: 4802 GLASMANN WAY, OGDEN UT 84403

Acreage: 41.28

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City Zoning Map, act as my representative in all matters relating to this application and I agree to the subject of the Zone Map Amendment.

|                       |                       |               |
|-----------------------|-----------------------|---------------|
| <u>Elaine Denkers</u> | <u>Elaine Denkers</u> | <u>3-3-26</u> |
| Owner Signature       | Print Name            | Date          |



\*W3305221\*

MAIL TAX NOTICE TO  
Elaine C. Denkers, Trustee  
4802 Glasmann Way  
Ogden, UT 84403

E# 3305221 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
14-Nov-23 0214 PM FEE \$40.00 DEP SLW  
REC FOR: BACKMAN NTP  
ELECTRONICALLY RECORDED

## Warranty Deed

Order No. 6-099100

Elaine C. Denkers, Successor Trustee of the Beth J. Christensen Trust Agreement dated May 23, 1977 and  
Elaine C. Denkers, Successor Trustee of the Orson E. Christensen Trust Agreement dated May 23, 1977

of Hooper, County of Weber, State of UTAH, Grantor, hereby CONVEY and WARRANT to

Elaine C. Denkers, Successor Trustee of the Beth J. Christensen Trust Agreement dated May 23, 1977 and  
Elaine C. Denkers, Successor Trustee of the Orson E. Christensen Trust Agreement dated May 23, 1977

of Hooper, County of Weber, State of UT, Grantee for the sum of Ten Dollars and Other Good and Valuable  
Consideration the following described tract(s) of land in Weber County, State of UTAH:

A parcel of land located in the Southwest Quarter of Section 7, Township 5 North, Range 2 West,  
Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Section line, said point being North 89°47'03" West 323.91 feet from  
the found Weber County brass monument located at the center of said Section 17; and running  
thence South 0°43'29" West 525.93 feet; thence South 89°18'39" East 33.41 feet; thence South  
0°41'21" West 150.00 feet; thence South 89°18'39" East 75.95 feet to the West line of Trish's  
Acre, as recorded in the office of the Weber County Recorder, as Entry No. 1566702, in Book 47,  
at Page 99; thence South 03°21'25" West 215.46 feet along said West line to a wood hub with a  
lathe; thence South 02°00'22" West 218.76 feet to a t-post; thence South 89°16'32" East 245.73  
feet; thence South 0°43'29" West 727.55 feet to the centerline of 5500 South Street; thence North  
89°21'03" West 855.48 feet along said centerline; thence North 0°38'57" East 666.32 feet; thence  
North 89°21'03" West 485.09 feet to the East line of Mar Lee Estates Subdivision, as recorded in  
the office of the Weber County Recorder, as Entry No. 2158092, in Book 63, at Page 18; thence  
North 0°42'13" East 704.11 feet along said East line and the East line of Jenny's Park  
Subdivision, as recorded in the office of the Weber County Recorder, as Entry No. 2163639, in  
Book 63, at Page 27, to the South line of Lakeside Pines Subdivision Phase 5, as recorded in the  
office of the Weber County Recorder, as Entry No. 1475166, in Book 44, at Page 74; thence  
South 89°20'34" East 3.68 feet along said South line to the East line of said subdivision; thence  
North 0°39'26" East 459.85 feet along said East line and the East line of Lakeside Pines  
Subdivision Phase 4, as recorded in the office of the Weber County Recorder, as Entry No.  
1475165, in Book 44, at Page 73, and the East line of Lakeside Pines Subdivision Phase 3, as  
recorded in the office of the Weber County Recorder, as Entry No. 1475164, in Book 44, at Page  
72, to the North Section line of said Southeast Quarter of Section 17; thence South 89°46'57"  
East 998.27 feet along said North Section line to the point of beginning.

Less and excepting that parcel of land described in that certain Warranty Deed, as recorded in the  
office of the Weber County Recorder, as Entry No. 3116831, more particularly described as  
follows:

ACCOMMODATION: Backman Title Services  
makes no representation as to the condition  
of title and assumes no responsibility for validity,  
sufficiency or effect of this document on property.

Warranty Deed Trust to Individual  
Backman Title Services Ltd.

Beginning at a point on the Quarter Section line between the center and South Quarter corners of said Section 17 and also on the West right of way line of 4700 West Street, said point being South 00°43'29" West 528.60 feet from the center of said Section 17; and running thence South 89°18'39" East 16.50 feet; thence South 00°43'29" West 150.00 feet; thence North 89°18'39" West 306.90 feet; thence North 0°41'21" East 150 feet; thence South 89°18'39" East 290.49 feet to the Westerly right of way line and to the point of beginning.

Parcel No.: 09-075-0285 Parcel contains 1,797,991 sq ft. 41.28 acres more or less

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

WITNESS, the hand(s) of said Grantor(s), this 14th of November AD., 2023

Signed in the Presence of:

The Beth J. Christensen Trust Agreement dated May 23, 1977

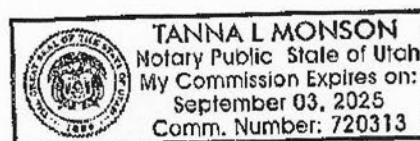
*Elaine C. Denkers*  
Elaine C. Denkers, Successor Trustee

STATE OF Utah )  
County of Davis ) SS.

The foregoing instrument was acknowledged before me this 14th day of November, 2023, by Elaine C. Denkers, Successor Trustee of The Beth J. Christensen Trust Agreement dated May 23, 1977.

*[Signature]*  
Notary Public  
My Commission Expires: 9.3.25

Residing at: Layton, UT



The Orson E. Christensen Trust Agreement dated  
May 23, 1977

Elaine C. Denkers  
Elaine C. Denkers, Successor Trustee

STATE OF Utah )  
County of Davis ) SS.

The foregoing instrument was acknowledged before me this 14th day of November, 2023, by Elaine C. Denkers,  
Successor Trustee of The Orson E. Christensen Trust Agreement dated May 23, 1977.

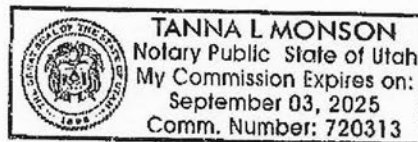
[Signature]  
Notary Public

My Commission Expires:

9.3.25

Residing at:

Langton, UT



August 4, 2026

The Honorable Mayor Sheri Bingham  
Hooper City Planning Commission  
Hooper City Council  
c/o Hooper City Civic Center  
5580 West 4600 South  
Hooper, Utah 84315

**Subject: Hooper Crossing Zone Map Amendment – Zoning Justification**

Mayor Bingham, Council Members, and Planning Commissioners:

Terra Hooper Crossing, LLC respectfully requests approval of a Zone Map Amendment for the Hooper Crossing development located near the intersection of 5500 South and 4700 West.

The requested zoning utilizes zoning classifications contained within the Hooper City Code:

- Community Commercial (C-2);
- Residential (R3);
- High Density Residential (Patio); and
- Planned Unit Development (PUD).

The proposed zoning boundaries are shown on the submitted Zone Map and Master Development Plan.

**Requested Zoning**

**Community Commercial (C-2)**

The C-2 zoning would apply to the commercial portions of the Property along 5500 South and 4700 West. The proposed commercial development includes a major grocery store, fuel center, pharmacy, retail and restaurant buildings, financial services, and other permitted commercial uses.



## **Residential (R3)**

R3 zoning would apply along the west and north Project boundaries to provide a transition to adjoining residential development. These perimeter lots would provide a residential scale generally similar to existing lots west of the Property and would separate the more intensive interior development from neighboring residential properties.

## **High Density Residential (Patio)**

Patio zoning would accommodate attached residential products, including four-unit Patio Home buildings. Patio Homes may face a common green, park, courtyard, or landscaped pedestrian area, with garages and vehicular access located to the side or rear.

## **Planned Unit Development (PUD)**

PUD zoning would accommodate residential products requiring greater flexibility in lot configuration, access, building orientation, and common-area design.

The PUD areas may include:

- Cottage Lots;
- Clustered Cottage Lots consisting of up to six detached dwellings served by a shared driveway;
- Townhome buildings.

## **Flex Mixed-Use Area**

A limited Flex Mixed-Use Area is identified. The Flex Area may develop commercially if viable commercial users are secured or residentially under the applicable Patio or PUD standards if commercial demand does not materialize.

## **Basis for Approval**

The requested zoning is appropriate for the following reasons:

1. **General Plan Implementation.** C-2 zoning implements the commercial land use already contemplated along 5500 South. The companion General Plan Amendment would permit High Density Residential land uses implemented through R3, Patio, and PUD zoning.

2. **Orderly Land-Use Transition.** Commercial development is concentrated along the principal roadway frontage. Higher-density residential products are located within the Project interior, while 13,000-square-foot R3 lots provide a transition along the west and north boundaries.
3. **Housing Variety.** The zoning permits detached homes, Cottage Lots, Clustered Cottages, Patio Homes, and Townhomes. These products provide additional homeownership choices for families, first-time homeowners, aging residents seeking to downsize, and other households not fully served by conventional large-lot development.
4. **Market-Responsive Development.** The Flex Area and phasing provisions recognize that commercial construction will be influenced by tenant demand and the timing of the West Weber Corridor. Commercial land would remain available for commercial development while allowing residential construction to proceed under the terms of the MDA.

## **Open Space**

The MDA would modify the forty percent (40%) open-space requirement otherwise associated with increased residential density.

In place of a fixed percentage, the Project provides:

- approximately nineteen (19) acres of planned commercial development;
- 13,000-square-foot R3 transition lots along the west and north boundaries;
- landscaped common frontage and neighborhood greens;
- pedestrian connections;
- commercial-residential screening; and
- substantial public infrastructure improvements.

## **Conclusion**

The requested Zone Map Amendment establishes a coordinated zoning pattern that:

- places C-2 zoning where commercial development is contemplated by the General Plan;
- uses current City residential zoning classifications;

- provides compatible R3 transition lots along adjoining neighborhoods;
- permits varied ownership-oriented residential products within the Project interior; and

The Applicant respectfully requests that the Planning Commission recommend approval and that the City Council approve the Zone Map Amendment, subject to approval and execution of the Master Development Agreement.

We appreciate your consideration.

Respectfully submitted,

**TERRA HOOPER CROSSING, LLC**

Enclosures



# Request to Open the General Plan

Date 08/04/2026

☐ \$500 Fee. The fee is non-refundable

Property Owner Terrastrada LLC Email Address [REDACTED]

Property Address Northwest Corner of 4700 W & 5500 S Fax #

Phone # [REDACTED] Cell #

Parcel # 09-075-0259, 09-075-0284, 09-075-0266, 09-075-0285, 09-075-0280, 09-075-0281, 09-075-0236, 09-075-0187 Zoning of Parcel R1 Sq. Ft. of Parcel 2,175,763

Describe in detail the request for opening the General Plan

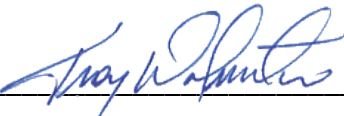
We request that the General Plan Future Land Use elements be amended to provide High Density Residential land uses which incorporate R3, PATIO, PUD, and Mixed Use Zoning. Mixed Use being Commercial or High Density Residential land use in the area shown on the attached. The Hooper Crossing Development will include a Large Anchor Grocery, Fuel Center, Multiple Retail Pads, and High-Density Residential Housing. This proposed amendment promotes Hooper City's General Plan's first goal (p.13) to foster a healthy community with opportunities to live, work, and recreate.

The following items need to accompany this request:

1. Official Weber County map of property.
2. Land description of property.
3. If on a State road a letter from UDOT saying they are aware of the request.
4. If the requester is not the property owner, a letter from the property owner giving authority for the requester to act in his behalf. All information for the requester must be on the letter for address, phone #, Fax #, and email.

I, Troy Wolverton am requesting that the Hooper City General Plan be opened for the above reasons. I understand this does not guaranty that my request will be heard or approved. I also understand the \$500 fee is non-refundable because of the cost of the reviews and noticing that is done at the time of the request.

Owner (See Attached Ownership Affidavits)

Requester 

## PARCEL OWNERSHIP

Parcel: 09-075-0280, 09-075-0281, 09-075-0236, 09-075-0187

Owner: TERRA STRADA LLC

Owner Mailing Address: PO BOX 377, KAYSVILLE UT 84037

Acreage(s): 1.00, 1.00, 5.28, 0.92

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City General Plan, act as my representative in all matters relating to this application and I agree to the subject of the General Plan Amendment.

J. Adams Mgr. J. Stuart Adams 30 July 26

|                 |            |      |
|-----------------|------------|------|
| Owner Signature | Print Name | Date |
|-----------------|------------|------|

PARCEL OWNERSHIP

Parcel: 09-075-0285

Owner: BETH J CHRISTENSEN TRUST 1/2 ETAL

Owner Mailing Address: 4802 GLASMANN WAY, OGDEN UT 84403

Acreage: 41.28

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City General Plan, act as my representative in all matters relating to this application and I agree to the subject of the General Plan Amendment.

Elaine Denkers Elaine Denkers 3-3-26  
Owner Signature Print Name Date



\*W3305221\*

MAIL TAX NOTICE TO  
Elaine C. Denkers, Trustee  
4802 Glasmann Way  
Ogden, UT 84403

E# 3305221 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
14-Nov-23 0214 PM FEE \$40.00 DEP SLW  
REC FOR: BACKMAN NTP  
ELECTRONICALLY RECORDED

## Warranty Deed

Order No. 6-099100

Elaine C. Denkers, Successor Trustee of the Beth J. Christensen Trust Agreement dated May 23, 1977 and  
Elaine C. Denkers, Successor Trustee of the Orson E. Christensen Trust Agreement dated May 23, 1977

of Hooper, County of Weber, State of UTAH, Grantor, hereby CONVEY and WARRANT to

Elaine C. Denkers, Successor Trustee of the Beth J. Christensen Trust Agreement dated May 23, 1977 and  
Elaine C. Denkers, Successor Trustee of the Orson E. Christensen Trust Agreement dated May 23, 1977

of Hooper, County of Weber, State of UT, Grantee for the sum of Ten Dollars and Other Good and Valuable  
Consideration the following described tract(s) of land in Weber County, State of UTAH:

A parcel of land located in the Southwest Quarter of Section 7, Township 5 North, Range 2 West,  
Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Section line, said point being North 89°47'03" West 323.91 feet from  
the found Weber County brass monument located at the center of said Section 17; and running  
thence South 0°43'29" West 525.93 feet; thence South 89°18'39" East 33.41 feet; thence South  
0°41'21" West 150.00 feet; thence South 89°18'39" East 75.95 feet to the West line of Trish's  
Acre, as recorded in the office of the Weber County Recorder, as Entry No. 1566702, in Book 47,  
at Page 99; thence South 03°21'25" West 215.46 feet along said West line to a wood hub with a  
lathe; thence South 02°00'22" West 218.76 feet to a t-post; thence South 89°16'32" East 245.73  
feet; thence South 0°43'29" West 727.55 feet to the centerline of 5500 South Street; thence North  
89°21'03" West 855.48 feet along said centerline; thence North 0°38'57" East 666.32 feet; thence  
North 89°21'03" West 485.09 feet to the East line of Mar Lee Estates Subdivision, as recorded in  
the office of the Weber County Recorder, as Entry No. 2158092, in Book 63, at Page 18; thence  
North 0°42'13" East 704.11 feet along said East line and the East line of Jenny's Park  
Subdivision, as recorded in the office of the Weber County Recorder, as Entry No. 2163639, in  
Book 63, at Page 27, to the South line of Lakeside Pines Subdivision Phase 5, as recorded in the  
office of the Weber County Recorder, as Entry No. 1475166, in Book 44, at Page 74; thence  
South 89°20'34" East 3.68 feet along said South line to the East line of said subdivision; thence  
North 0°39'26" East 459.85 feet along said East line and the East line of Lakeside Pines  
Subdivision Phase 4, as recorded in the office of the Weber County Recorder, as Entry No.  
1475165, in Book 44, at Page 73, and the East line of Lakeside Pines Subdivision Phase 3, as  
recorded in the office of the Weber County Recorder, as Entry No. 1475164, in Book 44, at Page  
72, to the North Section line of said Southeast Quarter of Section 17; thence South 89°46'57"  
East 998.27 feet along said North Section line to the point of beginning.

Less and excepting that parcel of land described in that certain Warranty Deed, as recorded in the  
office of the Weber County Recorder, as Entry No. 3116831, more particularly described as  
follows:

ACCOMMODATION: Backman Title Services  
makes no representation as to the condition  
of title and assumes no responsibility for validity,  
sufficiency or effect of this document on property.

Warranty Deed Trust to Individual  
Backman Title Services Ltd.

Beginning at a point on the Quarter Section line between the center and South Quarter corners of said Section 17 and also on the West right of way line of 4700 West Street, said point being South 00°43'29" West 528.60 feet from the center of said Section 17; and running thence South 89°18'39" East 16.50 feet; thence South 00°43'29" West 150.00 feet; thence North 89°18'39" West 306.90 feet; thence North 0°41'21" East 150 feet; thence South 89°18'39" East 290.49 feet to the Westerly right of way line and to the point of beginning.

Parcel No.: 09-075-0285 Parcel contains 1,797,991 sq ft. 41.28 acres more or less

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

WITNESS, the hand(s) of said Grantor(s), this 14th of November AD., 2023

Signed in the Presence of:

The Beth J. Christensen Trust Agreement dated  
May 23, 1977

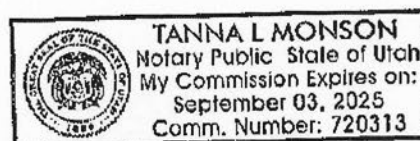
*Elaine C. Denkers*  
Elaine C. Denkers, Successor Trustee

STATE OF Utah )  
County of Davis ) SS.

The foregoing instrument was acknowledged before me this 14th day of November, 2023, by Elaine C. Denkers, Successor Trustee of The Beth J. Christensen Trust Agreement dated May 23, 1977.

*[Signature]*  
Notary Public  
My Commission Expires: 9.3.25

Residing at: Layton, UT



The Orson E. Christensen Trust Agreement dated  
May 23, 1977

Elaine C. Denkers  
Elaine C. Denkers, Successor Trustee

STATE OF Utah )  
County of Davis ) SS.

The foregoing instrument was acknowledged before me this 14th day of November, 2023, by Elaine C. Denkers, Successor Trustee of The Orson E. Christensen Trust Agreement dated May 23, 1977.

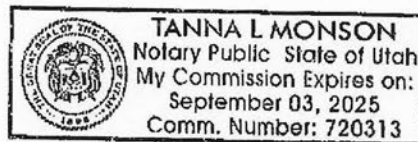
[Signature]  
Notary Public

My Commission Expires:

9.3.25

Residing at:

Langton, UT



PARCEL OWNERSHIP

Parcel: 09-075-0266

Owner: HAMBLIN INVESTMENTS INC

Owner Mailing Address: 2335 E 2400 N, LAYTON UT 84040

Acreage:0.23

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City General Plan, act as my representative in all matters relating to this application and I agree to the subject of the General Plan Amendment.

|                     |                                                                     |
|---------------------|---------------------------------------------------------------------|
| <i>Doug Hamblin</i> | dotloop verified<br>03/17/26 11:21 AM<br>MDT<br>LQSZ-C0IS-2PFX-NSK1 |
|---------------------|---------------------------------------------------------------------|

Owner Signature

Print Name

Date

## PARCEL OWNERSHIP

Parcel: 09-075-0284

Owner: CHRISTENSEN, RAY M

Owner Mailing Address: 5315 S 4700 W, HOOPER UT 84315

Acreage:0.14

I authorize Stuart Adams, manager of Terrastrada, LLC, to submit this application to amend the Hooper City General Plan, act as my representative in all matters relating to this application and I agree to the subject of the General Plan Amendment.

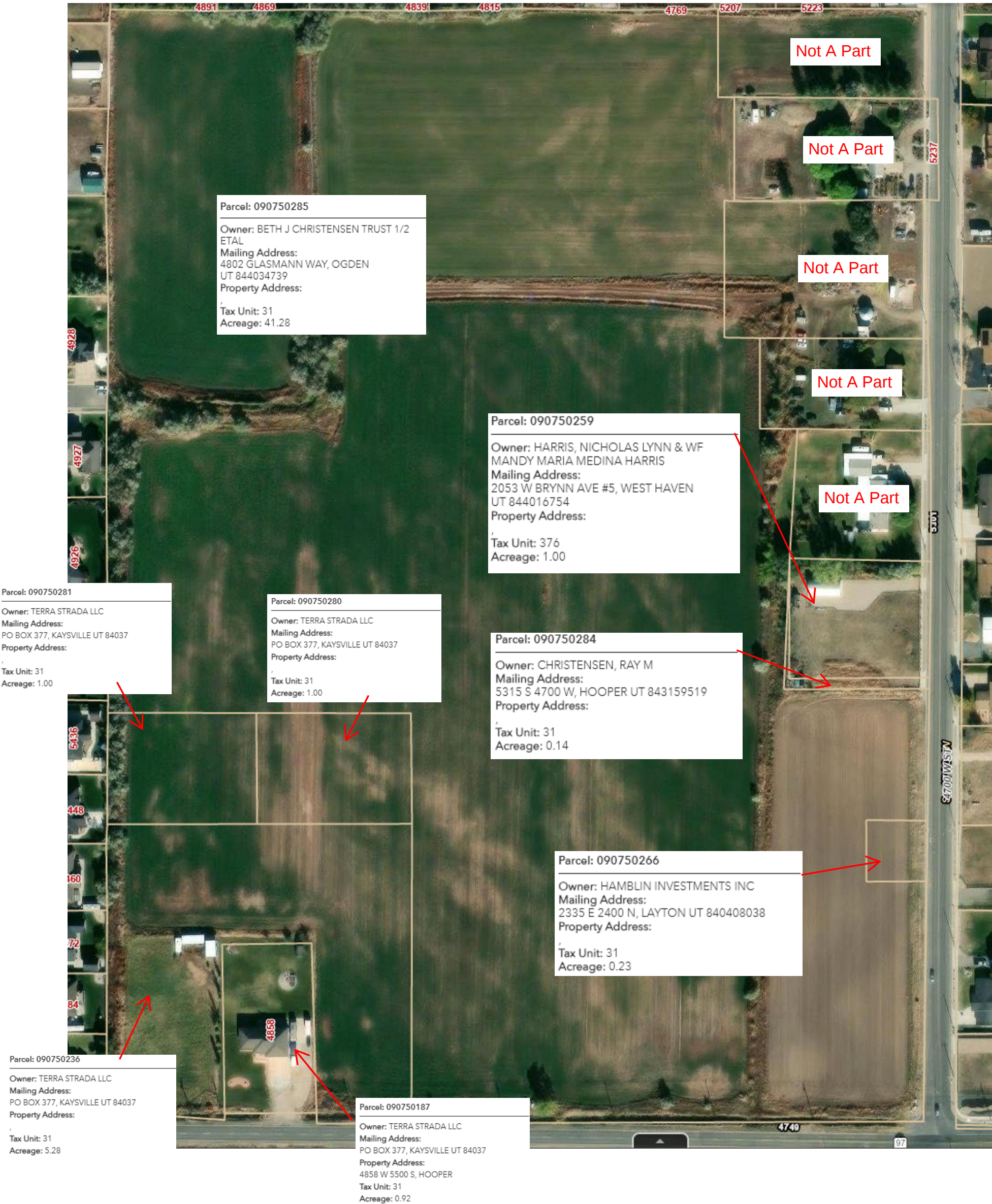
|                          |                                                                 |
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| <i>Ray M Christensen</i> | dotloop verified<br>03/18/26 1:58 PM MDT<br>OOLM-RVRF-2QGW-RTCR |
|--------------------------|-----------------------------------------------------------------|

Owner Signature

Print Name

Date

# SMC 141 Existing Parcels



August 4<sup>th</sup>, 2026

The Honorable Mayor Sheri Bingham  
c/o Hopper City Civic Center  
5580 West 4600 South  
Hooper, Utah 84315

**Subject: General Plan Amendment and Future Land Use Map Update**

Mayor Bingham

Hooper City's Future Land Use Element of the General Plan anticipates commercial development fronting 5500 South Street with residential land use transitioning to the north, east and west adjacent to existing residential uses.

The proposed amendment associated with the subject request to open the General Plan seeks to support the City's interests to maintain controlled and consistent economic growth and development. The request would amend the General Plan text and Future Land Use Map to establish an Area D – High Density Residential future land use designation planned for R3, PUD, PATIO, and Mixed-Use zoning, together with the Commercial land uses planned along 5500 South. Mixed Use may consist of Commercial or High-Density Residential land uses within the area shown on the attached exhibits. The proposed Hooper Crossing Development includes a large retail grocery store with a fuel center and full-service pharmacy, surrounding retail pad buildings, mixed-use areas, and high-density residential housing.

**Proposed General Plan and Future Land Use Map Amendments**

The proposed General Plan and Future Land Use Map Amendment supports the goals of the Hooper City General Plan in the following areas:

- **Commercial Land Use in a Designated Corridor**– Commercial development is planned within the General Plan – Future Land Use planned commercial area along 5500 South. The requested amendment maintains commercial development along this corridor while identifying the appropriate future land uses for the surrounding property. These land use designations provide Hooper residents with access to planned nodes of development proposed to provide essential goods and services and economic opportunities for the greater good of the community.

- **High Density Residential Land Uses Buffer/Transition Away from Commercial Land Uses**– High Density Residential land uses are proposed as buffer transitions to the north away from the planned commercial future land uses established along 5500 South. The High-Density Residential designation is proposed to accommodate R3, PUD, PATIO, and Mixed Use zoning and provide an appropriate transition to existing adjacent residential development.
- **Expanding Affordable Housing Options** – Delivering thoughtfully planned housing for families, aging residents desiring to downsize, young adults desiring to remain within the community, and middle-income households.
- **Establishes Commercial Node Development within Hooper City** – The proposed General Plan Amendment establishes commercial business and shopping opportunities anticipated and planned within Hooper City. Services anticipated include a grocery store, pharmacy, fast-casual restaurants, retail services, and an automotive fueling center.
- **Strengthening City Financial Stability** – The proposed Commercial land use designation establishes an opportunity for commercial property tax, sales tax, and franchise tax revenue generation streams to be created for the community benefit. The requested General Plan Amendment is the first step toward developing and generating long-term revenue to enhance the City General Fund and related City interests. Without commercial development, the City's options could be limited to property tax increases to address future growth demands for public services and infrastructure improvements within Hooper City.
- **Strategic Planning preserves Community Heritage** – Commercial and residential development within a concentrated future land use area enables the continued focus, funding sources, and opportunities for other interests of the General Plan to preserve the unique cultural and community heritage currently established within Hooper City.

## Hooper General Plan

The core values of the Hooper City General Plan are advanced through the proposed General Plan and Future Land Use Map amendments and remain in keeping with the broader goals and vision of the General Plan:

- Growth is managed within the 5500 South area established as a planned center in the Future Land Use Element of the City's General Plan. The proposed combination of commercial and residential development also supports the City's goal to foster a healthy community with opportunities to live, work, and recreate.
- The proposed amendment establishes Commercial and High-Density Residential land use areas, with the High-Density Residential designation planned to accommodate R3, PUD, PATIO, and Mixed Use zoning. Mixed Use may consist of Commercial or High-Density Residential land uses based on the final development plan and subsequent City

approvals.

- The proposed amendment provides for desired services and products, including grocery stores, restaurants, retail, automotive services, banking, fuel stations, and other related uses for the community.
- The amendment creates a commercial development area within the designated 5500 South center and corridor. The subject property is situated at the northwest corner of 5500 South and 4700 West.
- The proposed amendment establishes the means anticipated within areas planned to increase the commercial tax base and provide additional services, employment, and economic opportunities within Hooper City.
- The proposed High Density Residential land use designation establishes a transition buffer away from the planned commercial development along 5500 South and toward existing residential uses. The additional residential housing is anticipated to benefit families, children of existing residents desiring to live within the community, aging residents desiring to downsize, and middle-income households.

### LRB Fiscal Impact Report Summary

LRB, an independent third-party Public Finance Advisor, conducted a Fiscal Impact Analysis Report for this project, dated February 2025. Key points outlined in the report include the following:

- Hooper City's General Plan (the "General Plan"), drafted July 2022, contains multiple mentions of planned commercial future land uses. The General Plan refers to 32 acres of land that are designated for commercial use. This refers to retail trade, services, shopping centers, convenience stores, gas stations, hotels and a future corridor making access more available. Pursuant to the General Plan, the Development will fulfill many goals of the City, and ultimately lead to more economic growth. The Development is anticipated to generate **\$40.8M of annual gross taxable sales.**
- The estimated cost of the East Area Sewer Lift Station is **\$2.3-\$3.0M** and is cost-prohibitive due to the rather significant service area benefiting from its design and construction. Other development costs, including land acquisition/assemblage, site improvements, on-site public and private infrastructure, and current construction costs related to the overall project vision establishes a great public benefit beyond the lands contained within the proposed zone map amendment area. Accordingly, the cost of the sewer lift station is requested to be borne with City participation.
- Relative to the potential merits for the creation of a community reinvestment agency and utilization of tax increment financing, the analysis concludes that the community reinvestment agency and use of tax increment financing is beneficial in order to promote the development and specifically fund public infrastructure related to a regional area

served by the anticipated design and construction of the regional sewer lift station. Even with the inclusion of tax increment diversion as a "cost of the development", there is a Net Fiscal Benefit of the development.

- The Net Fiscal Impact is **\$21.5M**. After accounting for all costs of providing services to the Development and the diversion of tax increment, which have been programmed into this analysis related to the various taxing entities, Hooper City will receive a Net Fiscal Impact of **\$7.7M**, Weber County will receive a Net Fiscal Impact of **\$1.9M**, and the State of Utah will receive a Net Fiscal Impact of **\$11.9M**.

## Conclusion

The proposed General Plan Amendment supports the goals and vision outlined in the Hooper City General Plan. The project enables responsible growth, expands housing options for a diverse range of residents, strengthens the City's financial stability through commercial investment, and can preserve the rural character of Hooper City through the execution of a carefully crafted Development Agreement. This agreement may be used to establish agreed-upon methods to preserve rural character as future zoning map amendments and development approvals are considered for the Commercial, High Density Residential, Mixed Use, PUD, and PATIO areas established through the requested General Plan Amendment.

**We respectfully request that the subject General Plan and Future Land Use Map Amendment be forwarded to the Planning Commission and that the Planning Commission recommend approval to the City Council. The City Council may then consider and approve the requested amendments to the General Plan text and Future Land Use Map. Approval would establish the long-term land use framework for the proposed Hooper Crossing Development but would not change the current zoning of the property. Future zoning map amendments, a Development Agreement, and project-specific development approvals would be submitted and considered separately in accordance with applicable City requirements. Until those subsequent approvals are granted, the property will retain its current zoning designation.**

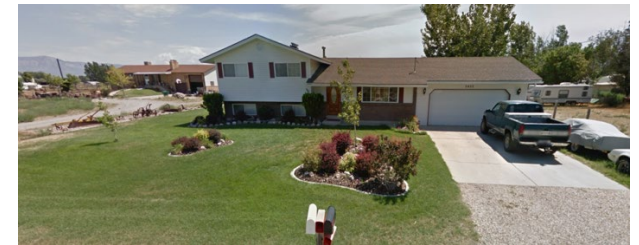
**We appreciate your consideration.**



- **Residential (R4) Zone – 215 acres:** Provided opportunities for higher density residential development where the predominant character of land use is detached single family dwellings and the minimum lot size is 10,000 square feet. New properties can apply for this zone only if they directly abut or adjoin an existing R4 property. A limited number of duplexes and twin homes are permitted as well. *In use, no longer in code.*
- **Residential Open Space (ROS) Zone – 129 acres:** Provide opportunities for clustered residential development, while preserving open space, where the predominant character of land use is detached single family dwellings. The base density is one (1) dwelling unit per acre. The density may be increased to a maximum density of one and one-half (1.5) dwelling units per acre. *In use, no longer in code.*
- **Residential (PATIO) Zone – 10 acres:** Provide opportunities for higher density residential development where the predominant character of the land use is patio homes and limited numbers of attached single family, duplex and fourplexes. The Residential (Patio) Zone has a base density of six (6) dwelling units per acre. ~~*In use, no longer in code.*~~
- **Residential (PUD) Zone:** Provide opportunities for a variety of dwelling units that allows imaginative concepts of neighborhoods and housing options and provides variety in the physical development pattern of the City. The Residential (PUD) Zone has a base density of six (6) dwelling units per acre. ~~*Not in use.*~~
- **Limited Industrial (M1) Zone – 46 acres:** Encourage light industrial development by providing and protecting an environment exclusively for such development, subject to standards that protect the nearby residential, commercial, agricultural, and public uses of property from hazards, noise, and other disturbances. Professional offices, financial institutions, and other similar uses may be appropriate when they provide services to the neighboring limited industrial businesses and/or employees.
- **General Industrial (M2) Zone:** Encourage heavy industrial development by providing and protecting an environment for such development, subject to standards that protect public health, safety and welfare. *Not in use.*
- **Neighborhood Commercial (C1) Zone – 42 acres:** Establish commercial areas near residential areas that provide for the sale of limited merchandise and services required by the population primarily living within the immediate area.
- **Community Commercial (C2) Zone:** Establish areas for community shopping and clustered commercial activities along arterial streets that provide for the sale of a full range



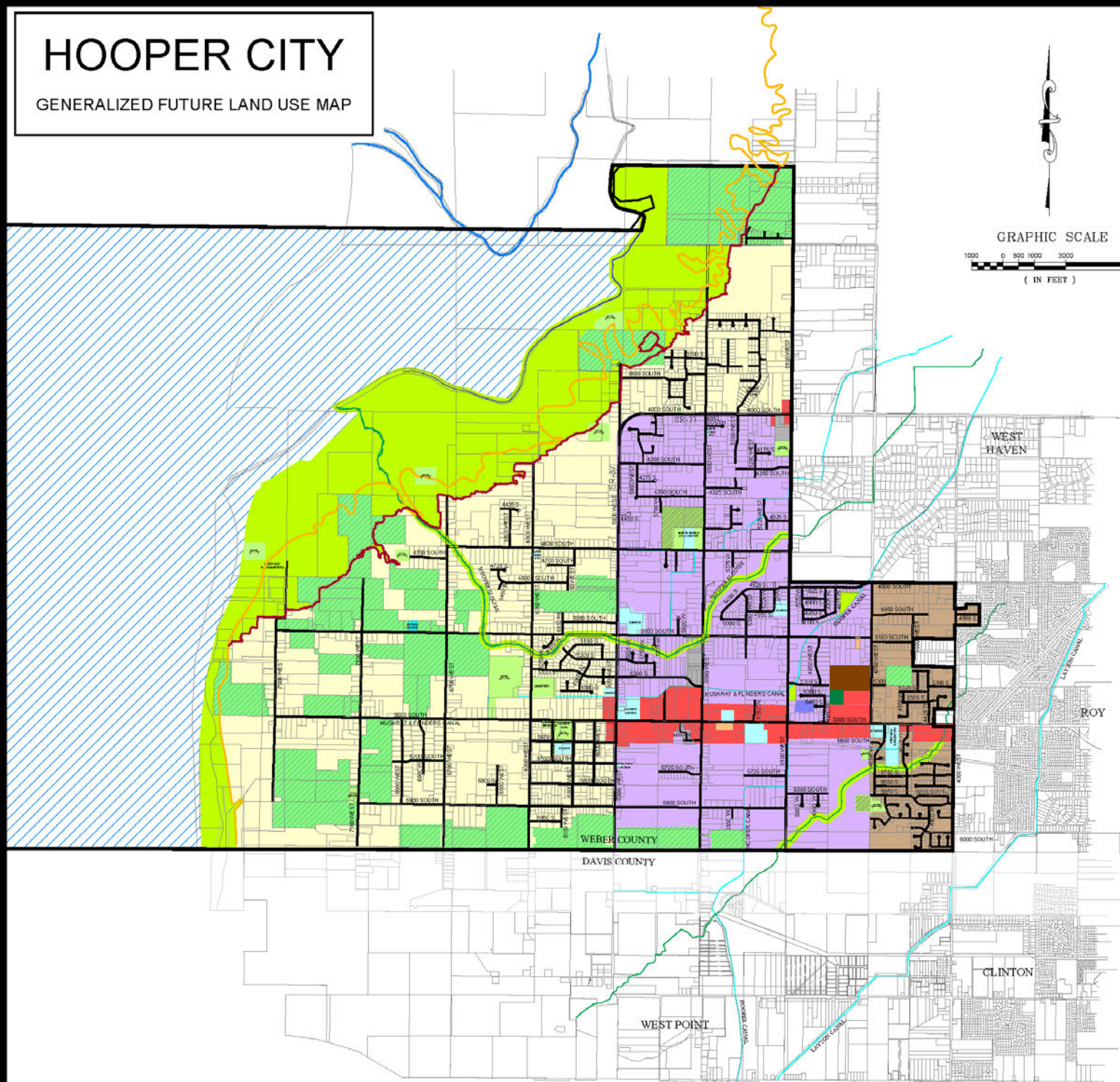
Source: Mary Simpson



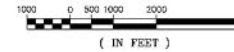
Source for the bottom three of the images directly above: Google Street View

# HOOPER CITY

GENERALIZED FUTURE LAND USE MAP

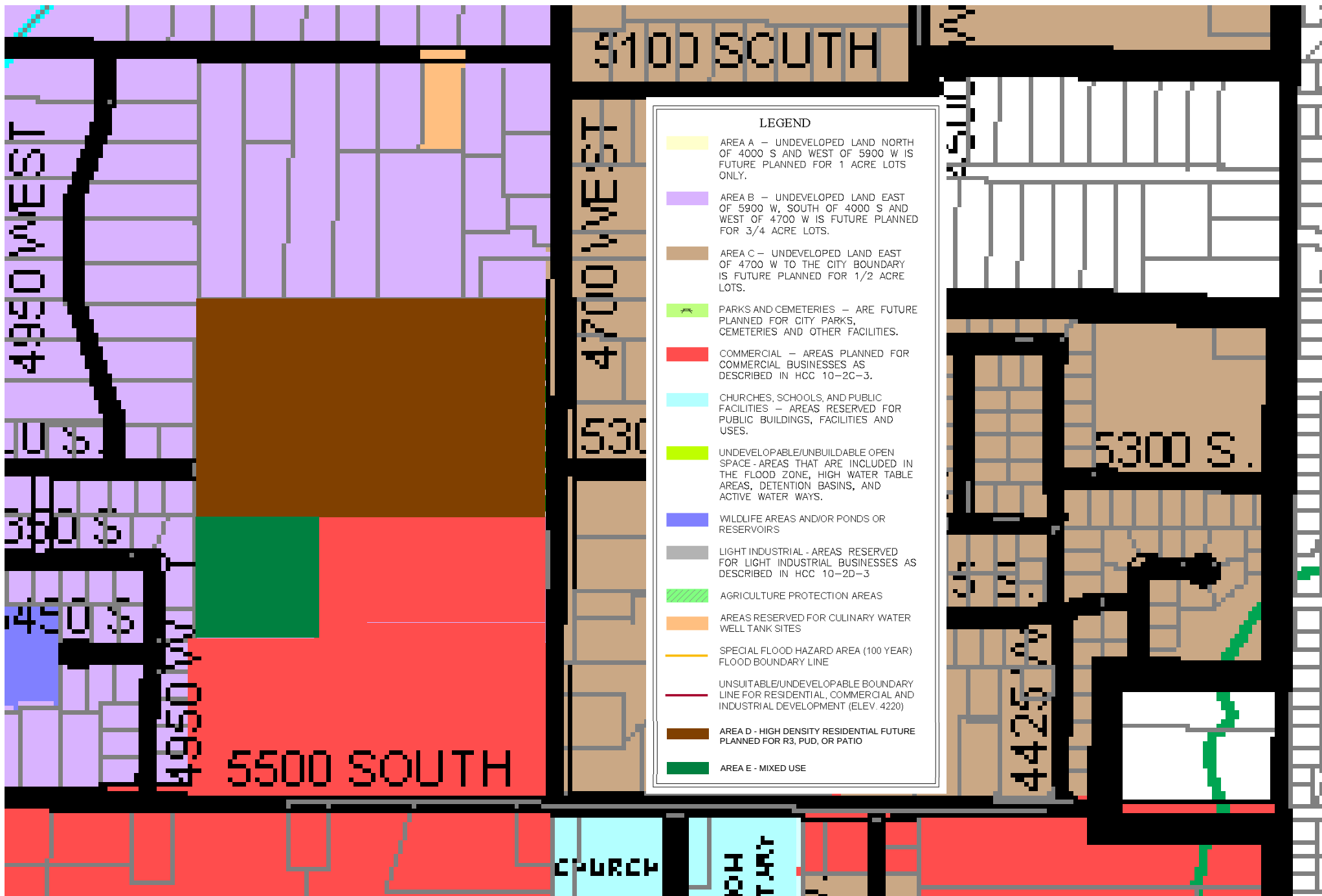


GRAPHIC SCALE



## LEGEND

- AREA A - UNDEVELOPED LAND NORTH OF 4000 S AND WEST OF 5900 W IS FUTURE PLANNED FOR 1 ACRE LOTS ONLY.
- AREA B - UNDEVELOPED LAND EAST OF 5900 W, SOUTH OF 4000 S AND WEST OF 4700 W IS FUTURE PLANNED FOR 3/4 ACRE LOTS.
- AREA C - UNDEVELOPED LAND EAST OF 4700 W TO THE CITY BOUNDARY IS FUTURE PLANNED FOR 1/2 ACRE LOTS.
- PARKS AND CEMETERIES - ARE FUTURE PLANNED FOR CITY PARKS, CEMETERIES AND OTHER FACILITIES.
- COMMERCIAL - AREAS PLANNED FOR COMMERCIAL BUSINESSES AS DESCRIBED IN HCC 10-2C-3.
- CHURCHES, SCHOOLS, AND PUBLIC FACILITIES - AREAS RESERVED FOR PUBLIC BUILDINGS, FACILITIES AND USES.
- UNDEVELOPABLE/UNBUILDABLE OPEN SPACE - AREAS THAT ARE INCLUDED IN THE FLOOD ZONE, HIGH WATER TABLE AREAS, DETENTION BASINS, AND ACTIVE WATER WAYS.
- WILDLIFE AREAS AND/OR PONDS OR RESERVOIRS
- LIGHT INDUSTRIAL - AREAS RESERVED FOR LIGHT INDUSTRIAL BUSINESSES AS DESCRIBED IN HCC 10-2D-3.
- AGRICULTURE PROTECTION AREAS
- AREAS RESERVED FOR CULINARY WATER WELL TANK SITES
- SPECIAL FLOOD HAZARD AREA (100 YEAR) FLOOD BOUNDARY LINE
- UNSUITABLE/UNDEVELOPABLE BOUNDARY LINE FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT (ELEV. 4220)
- AREA D - HIGH DENSITY RESIDENTIAL FUTURE PLANNED FOR R3, PUD, OR PATIO
- AREA E - MIXED USE



*WHEN RECORDED RETURN TO:*

Terra Strada Hooper Inc.  
c/o Terra Strada Real Estate Inc.  
3271 East 1875 North  
Layton, Utah 84040  
Attention: Stuart Adams (Hooper  
SMC-141)

**MASTER DEVELOPMENT AGREEMENT  
FOR THE  
HOOPER CROSSING COMMERCIAL CENTER  
(Hooper)**

**THIS MASTER DEVELOPMENT AGREEMENT FOR HOOPER CROSSING COMMERCIAL CENTER (“Agreement”)** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”), by \_\_\_\_\_ a Utah limited liability company (“**Developer**”), and Hooper City, a political subdivision of the State of Utah (“**City**”). City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**.”

**RECITALS**

A. Developer, a joint venture, owns certain property located in City, legally described on the attached and incorporated Exhibit A (“**Property**”), and known by the following Weber County Tax ID numbers: 090750285, 090750282, 090750196, 090750283, and 090750266.

B. Developer desires to create a residential and commercial development mixed use project the Property to be known as Hooper Crossing Commercial Residential Center (“**Project**”), consisting of commercial development adjacent 5500 South and 4700 West, including public road and intersection improvements ; with residential housing as a transition buffer to adjacent existing used as generally depicted on the Project Plan (“**Project Plan**”) attached hereto as Exhibit B and incorporated herein.

C. The Parties acknowledge that the Property is uniquely situated to accommodate a mixed-use development pattern consisting of commercial development, traditional large-lot residential development, and a mixed residential neighborhood incorporating a variety of housing types. The proposed development includes approximately nineteen (19) acres of commercial development, approximately three (3) acres of one-third acre residential lots, approximately eight and one-quarter (8.25) acres of one-half acre residential lots, and approximately seventeen (17) acres designated for mixed residential development, including townhomes and other residential product types. The Parties find that such development pattern promotes housing diversity, provides neighborhood-serving commercial services, creates

transitions between differing residential densities, and advances the goals and objectives of the Hooper City General Plan.

D. The Property is currently zoned as Low Density Residential (40,000 SF Min) (R1) with General Plan Future Land Use Map designations being Commercial – Areas planned for Commercial Businesses as Described in Hooper City Code 10-2C-3 along the frontage of 5500 South and a portion of the west frontage of 4700 West near 5500 South. Future Land Use to the north of the designated Commercial Area is Area B – Undeveloped Land East of 5900 South of 4000 South and West of 4700 West is Future Planned ¾ Acre Lots.

E. Concurrent with the adoption of this Agreement, and as of the Effective Date, City has designated the Property into the City’s Commercial Zone as designated in the Hooper City Municipal Code??.

F. Developer has submitted a Development Plan Application to the City that will enable development of the Project in accordance with the Project Plan attached hereto.

G. The Parties intend that the Development Plan, this Agreement, and the provisions of the City’s Commercial Zoning designation in place as of City adopting future commercial zoning design guidelines will permit development of the Project in substantial accordance with the Development Plan.

H. The Parties desire to facilitate the development of the Project by special financing vehicles, including but not limited to those provided for in Titles 17C and 17D of the Utah Code.

I. The Parties intend that this Agreement specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the Project Plan, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement, the Project Plan, and all other applicable laws.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation. Whenever in this Agreement:

1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary or where the City has discretion under the City's Vested Laws;

1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business

day; and

1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

1.5. Priority of documents when interpreting terms, and priority in the event of conflict, shall be as follows:

1.5.1. The Project Plan, attached hereto as Exhibit B.

1.5.2. “**Design Guideline Elements**” meaning the Project-specific standards and exhibits for the Project, consisting of exhibits C-M attached hereto, including (as applicable): Landscape Master Plan includes Plant Palette ( Exhibit C), Site Lighting Photometric Plan (Exhibit D), Lighting Cut Sheets (Exhibit E), Anchor Tenant Architectural Elevations (Exhibit F), Fuel Center Architectural Elevations (Exhibit G), Sign Plans (Pylon and Monument) including the Sign Location Plan (Exhibit H), Off-site Public Improvements / Road Widening (Exhibit I), Utility Infrastructure (Exhibit J), Hooper Crossing Design Guidelines (Exhibit K), Outbuilding/Pad Architectural Elevations (Exhibit L), and Lift Station (Exhibit M), each to be discussed in Section 4 below, and once approved, shall be binding as provided herein. Notwithstanding anything to the contrary, if there is a conflict between the generally applicable Design Guideline Elements and (i) the approved Anchor Tenant Architectural Elevations, (ii) any subsequently approved Outbuilding/Pad Architectural Elevations for a particular building, or (iii) any approved tenant-specific Sign Plan, the approval listed in clauses (i)–(iii) shall control for the applicable building or tenant.

1.5.3. This Agreement; and

1.5.4. Development specific zoning ordinances established as of the date of this Development Agreement as included herein that are specific to the Development only.t

## 2. General Plan Amendment; Zoning; Vesting

2.1. General Plan Amendment. Concurrent with approval of this Agreement, the City shall consider and, if approved, adopt an amendment to the Hooper City General Plan and Future Land Use Map designating the Property for a mixed-use development consisting of Community Commercial, Modified High Density Residential, and Hooper Crossing Planned Residential, and Flex Mixed-Use land uses, substantially as depicted on the Master Development Plan attached hereto as **Exhibit B**.

The parties acknowledge that the Project is intended to provide commercial services, employment opportunities, public infrastructure, housing diversity, attainable homeownership opportunities, and appropriate transitions between commercial development, higher-density residential development, and existing residential properties. .

2.2. Zoning and Development Areas: This Agreement establishes the project-specific zoning and development standards governing the Property and, together with the approved exhibits, shall constitute the controlling land-use regulations for the Project. Concurrent with approval of this Agreement, the City shall consider and, if approved, adopt the zoning classifications and project-specific development standards necessary to implement the Master Development Plan. The Property shall generally consist of the following development areas:

2.2.1. Commercial Area: Approximately nineteen (19) acres shall be designated for Community Commercial development, subject to the permitted uses, prohibited uses, and development standards established by this Agreement.

2.2.2. Modified High Density Residential Area: The portions of the Property located generally along the west and north perimeters, as depicted on the Master Development Plan, shall be designated as the **Modified High Density Residential Area (“MHDR Area”)**.

The MHDR Area is intended to provide a compatible residential transition between existing residential properties located west and north of the Property and the higher-density residential development located within the interior of the Project.

2.2.3. Hooper Crossing Planned Residential Area: The interior residential portions of the Property, as depicted on the Master Development Plan, shall be designated as the **Hooper Crossing Planned Residential Area (“HCPR Area”)**.

The HCPR Area is a project-specific planned residential district intended to accommodate a coordinated mixture of detached and attached residential products, shared-access configurations, common landscaped frontage, pedestrian-oriented design, and other residential development features authorized by this Agreement

2.2.4. Flex Mixed-Use Area. The portions of the Property depicted on the Master Development Plan as the **Flex Mixed-Use Area (“Flex Area”)** may be developed with either:

a. Community Commercial uses authorized within the Commercial Area; or

b. residential uses authorized within the HCPR Area.

The Flex Area is intended to allow the Developer to respond to commercial market demand and tenant availability. If commercially viable users are secured, all or a portion of the Flex Area may be developed with commercial uses. If commercially viable users are not secured, all or a portion of the Flex Area may instead be developed

with residential uses authorized within the HCPR Area.

The Developer may make such election, in its reasonable business judgment, through the submission of a subdivision plat, site plan, or other applicable development application. The election to develop the Flex Area, or a portion thereof, as commercial or residential shall be reviewed administratively and shall not require an amendment to this Agreement or the Master Development Plan, provided that the proposed development: 1) complies with the applicable Commercial Area or HCPR Area standards established by this Agreement; 2) does not exceed the maximum residential unit count or overall development intensity approved by this Agreement; 3) can be adequately served by available streets, utilities, drainage facilities, and other required infrastructure; and 4) does not constitute a Material Change under this Agreement.

Approval and recordation of a final subdivision plat or issuance of a final site plan approval for a portion of the Flex Area shall establish the applicable commercial or residential designation for that portion. Undeveloped portions of the Flex Area shall retain the flexibility authorized by this Section

2.2.5. Adjustment of Development Area Boundaries: The boundaries and acreages of the Commercial Area, MHDR Area, HCPR Area, and Flex Area are approximate and may be adjusted through subsequent subdivision or site plan approvals without amendment of this Agreement, provided that:

- a. the adjustment remains in substantial conformance with the Master Development Plan;
- b. the MHDR residential transition along the west and north Project boundaries is maintained;
- c. the approved maximum residential unit count is not exceeded;
- d. adequate infrastructure is available; and
- e. the adjustment does not constitute a Material Change

2.3. Project-Specific Development Standards: The Parties acknowledge that the Project incorporates an integrated mixture of commercial development, perimeter residential development, planned residential development, and flexibly designated land that cannot be fully implemented under the City's otherwise generally applicable zoning standards.

Accordingly, this Agreement and its exhibits establish project-specific land-use and

development standards applicable to the Property.

Where this Agreement expressly modifies or conflicts with a provision of the Hooper City Municipal Code, this Agreement shall govern. Where this Agreement is silent, the applicable provisions of the Hooper City Municipal Code in effect on the Effective Date shall apply.

The standards established by this Agreement shall not be construed as generally applicable amendments to the Hooper City Municipal Code or as precedent for property located outside the Project.

2.4. Commercial Area Uses: The Commercial Area, including any portion of the Flex Area elected for commercial development, may be developed with those permitted and conditional uses authorized within the Community Commercial (C-2) Zone under Section 10-2C-3 of the Hooper City Municipal Code in effect on the Effective Date, except for uses expressly prohibited or restricted by this Agreement.

2.5. A use identified as a conditional use under the Vested Laws shall remain subject to the applicable conditional-use review process, but shall not require amendment of this Agreement unless the proposed development constitutes a Material Change. Notwithstanding any use otherwise permitted or conditionally permitted under the Hooper City Municipal Code, the following uses shall be prohibited within the Project:

- 2.5.1. Commercial Uses: Auto, truck, recreational vehicle, and equipment storage; bar establishments; business equipment rental and supply establishments; commercial vehicle and equipment rental or sales; commercial vehicle and equipment repair; construction sales and service; outdoor recreation and entertainment; tattoo establishments; vehicle rental; and vehicle sales; and
- 2.5.2. Gas and Fuel Restrictions: Gasoline service stations, retail motor-fuel sales, petroleum-product sales, and similar fuel facilities shall be prohibited on all Pad Areas, outlots, parcels, and Flex Area lands within the Project, except for one Major Grocer Fuel Center.

The Major Grocer Fuel Center shown generally on the Master Development Plan as **Fuel Center I** is expressly authorized as a vested permitted use associated with the Major Grocer. The Major Grocer Fuel Center may include fuel dispensers, underground storage tanks, canopy structures, a kiosk, signage, and customary accessory improvements.

2.6. No additional retail fuel facility shall be permitted within the Project. Commercial / Residential Transition Standards:

- 2.6.1. Purpose: The screening improvements required by this Section are intended to satisfy the commercial/residential buffering requirements of the Hooper City Municipal Code. The Commercial Area is intended to

coexist compatibly with the adjoining MHDR Area, HCPR Area, and Flex Area developed for residential purposes. The purpose of this Section is to minimize visual impacts, headlight glare, noise, service activity, and other operational impacts associated with commercial development while providing an attractive transition between commercial and residential land uses.

2.6.2. Required Screening: Where a Commercial Area or commercially developed Flex Area directly abuts a residential lot, tract, or residentially developed Flex Area, the Developer shall install and maintain a continuous screening barrier consisting of either:

- a. a minimum six-foot (6') opaque masonry screen wall;
- b. a minimum six-foot (6') opaque decorative concrete fence;
- c. a minimum six-foot (6') opaque composite fence;

or

- d. another screening system approved by the City that provides substantially equivalent visual screening and durability.

Pedestrian walkways connecting the Commercial Area and residential neighborhoods may pass through the required screening barrier, provided the opening is designed to maintain security and the overall screening objectives. The screening barrier shall be installed before occupancy of the adjacent commercial use receive certificate of occupancy.

2.6.3. Landscape Buffer: A landscaped buffer shall be provided adjacent to the required screening barrier where reasonably practicable. The landscaped buffer may include: shade trees; ornamental trees; evergreen trees; shrubs; berms; decorative landscaping; irrigation; pedestrian connections; and other landscape improvements approved by the City

2.6.4. Service Areas: Loading areas, refuse enclosures, mechanical equipment, utility equipment, generators, transformers, outdoor storage, and similar service functions shall be located or screened so they are not directly visible from adjacent residential property. Where visibility cannot reasonably be avoided, additional masonry walls, landscaping, or other screening shall be provided.

2.6.5. Commercial Site Lighting: Commercial lighting located adjacent to residential property shall be designed so that:

- a. luminaires are fully shielded;

b. light trespass at the residential property line complies with the approved photometric plan; and

d. lighting is directed away from residential lots to the maximum extent reasonably practicable

2.6.6. Maintenance: The Commercial Developer or his assigns, or successor owner responsible for the applicable parcel shall maintain all fencing, walls, landscaping, irrigation, and screening improvements in good condition

2.6.7.

2.7. Purpose of Modified High Density Residential (MDHR) Area: The MHDR Area is intended to provide a lower-intensity residential edge along the west and north boundaries of the Property and to provide a compatible transition between the HCPR Area and adjoining existing residential development.

2.8. The Parties acknowledge that the minimum lot area and other dimensional standards applicable to the MHDR Area are substantially consistent with the City's R3 Residential Zone and are intended to be generally compatible with existing residential lots located west of the Property. Permitted Uses in MHDR Area: The MHDR Area may be developed with detached single-family dwellings and associated public or private streets, sidewalks, trails, utilities, drainage facilities, landscaping, parks, accessory structures, and other improvements customarily associated with detached residential development.

2.9. MHDR Dimensional Standards: Development within the MHDR shall comply with the following standards:

2.9.1. Minimum Lot Area: Each residential lot shall contain not less than thirteen thousand (13,000) square feet.

2.9.2. Minimum Roadway Frontage: Each residential lot shall have not less than eighty-five feet (85') of roadway frontage.

For a lot located on a cul-de-sac, curved street, or other nonrectilinear roadway alignment, roadway frontage may be reduced through subdivision approval, provided that the lot:

a. contains the required minimum lot area;

b. has sufficient width to accommodate the required setbacks and dwelling;

c. provides safe and adequate access; and

d. complies with applicable fire-access and utility requirements

2.9.3. Principal-Structure Setbacks: Principal structures within the MHDR

Area shall comply with the following minimum setbacks:

- a. front property line adjoining a local street or private road: thirty-five feet (35');
- b. side property line adjoining a local street: twenty feet (20'); and
- c. rear property line: twenty feet (20').

2.9.4. Maximum Impervious Surface: Impervious surface shall not exceed 70 percent (70%) of the individual lot area.

2.9.5. Accessory Structures: Accessory structures shall comply with the standards applicable to accessory structures in the City's R3 Residential Zone under the Vested Laws, except as otherwise expressly modified by this Agreement.

The current R3 dimensional table establishes a 13,000-square-foot minimum detached lot, 100 feet of roadway frontage, 35-foot front setbacks, 10-foot interior side setbacks, 20-foot street-side and rear setbacks, and 65% maximum impervious surface. The Agreement would therefore preserve the R3 lot area and setbacks. Increases impervious area by a more realistic and modern 5% to reduce anticipated sod areas while reducing ordinary roadway frontage from 100 feet to 85 feet.

2.10. Design Philosophy and Purpose of Hooper Crossing Planned Residential (HCPR) Area: The HCPR Area Design Philosophy is intended to create a pedestrian-oriented neighborhood in which common greens, parks, landscaped courts, landscaped pedestrian ways, and other shared open spaces serve as the primary organizing elements. Residential buildings are intended to front upon these common amenities, with garages, parking areas, and vehicular access located to the side or rear common drive area whenever practical. The standards contained in this Agreement shall be interpreted to further this design philosophy.

The Purpose of the HCPR Area is intended to:

- a. provide a range of dwelling types, lot sizes, ownership opportunities, and price points;
- b. provide attainable homeownership opportunities;
- c. permit innovative residential arrangements, including shared-access and common-frontage configurations;
- d. concentrate higher-density residential development within the interior of the Project and nearer the Commercial Area;
- e. provide an orderly transition between the Commercial Area and the MHDR Area;
- f. support the commercial and public-infrastructure components of the Project; and
- g. permit the residential density necessary to support an integrated mixed-use

development.

2.11. Permitted HCPR Residential Products: The HCPR Area, including any portion of the Flex Area elected for residential development, may be developed with any combination of the following residential products:

- a. Cottage Lots;
- b. Clustered Cottage Lots;
- c. Patio Homes;
- d. Townhomes;
- e. detached single-family dwellings; and
- f. other substantially similar residential products approved administratively pursuant to this Agreement.

The exact number, location, configuration, and mixture of residential products shall be established through subsequent subdivision, site plan, and construction-plan approvals consistent with the Master Development Plan and the standards of this Agreement.

2.12. Cottage Lots: A “Cottage Lot” means an individually platted residential lot developed with one detached single-family dwelling. Cottage Lots shall comply with the following standards:

- a. minimum lot area: 6,500 square feet;
- b. minimum lot width: 50 feet;
- c. minimum primary front setback: 25 feet;
- d. minimum interior side setback: 10 feet per side;
- e. minimum rear setback: 10 feet; and
- f. maximum building height: 35 feet.

A Cottage Lot may front upon a public street, private street, common green, courtyard, pedestrian walkway, or other common landscaped area approved through the applicable subdivision or site plan.

2.13. Clustered Cottage Lots: A “Clustered Cottage Development” means a coordinated grouping of not more than six (6) detached single-family dwellings located on individual lots and served by a shared driveway or common access tract. Clustered Cottage Developments shall comply with the following standards:

- a. maximum dwelling units served by one shared driveway or common access tract: six (6);
- b. minimum lot area per dwelling: 6,250 square feet;
- c. minimum lot width: 50 feet;
- d. minimum separation between principal buildings: 20 feet;
- e. minimum setback from an exterior boundary of the Clustered Cottage Development: 15 feet; and
- f. maximum building height: 35 feet.

Individual Clustered Cottage Lots shall not be required to have direct frontage upon or individual driveway access to a public street. Dwellings may be oriented toward a common green, landscaped courtyard, pedestrian walkway, shared driveway,

private street, or other common area. The shared driveway or common access tract may contain vehicular-access, emergency-access, utility, drainage, pedestrian-access, and reciprocal-use easements. Shared access facilities, landscaping, drainage facilities, snow removal, and other common improvements shall be maintained by a homeowners' association or another entity approved by the City.

2.14. **Patio Homes:** A "Patio Home Development" means a residential building containing not more than four (4) attached dwelling units. Patio Home Developments shall comply with the following standards:

- a. Maximum dwelling units per building: four (4);
- b. Minimum lot area or exclusive-use residential area per dwelling unit: 3,750 square feet;
- c. Minimum building area per dwelling unit: 3,750 square feet;
- d. Minimum building are width: 50 feet;
- e. Minimum front setback: 15 feet to dwelling structure, 25 feet from face of garage to sidewalk;
- f. Minimum rear setback: 15 feet;
- g. Minimum side setback: 8 feet (16 feet between structures);

2.15. **Townhomes:** A "Townhome Development" means a residential building containing attached dwelling units, with each dwelling unit located on an individually owned lot or ownership parcel and sharing one or more common walls with an adjoining unit. Townhome Developments shall comply with the following standards:

- a. maximum dwelling units per building: six (6);
- b. minimum lot area per dwelling unit: \_\_\_\_\_ **square feet**;
- c. minimum lot width per dwelling unit: \_\_\_\_\_ **feet**;
- d. minimum separation between Townhome buildings: \_\_\_\_\_ **feet**;
- e. minimum setback from an exterior Project boundary: \_\_\_\_\_ **feet**; and
- f. maximum building height: \_\_\_\_\_ **feet**.

The six-unit maximum authorized by this Agreement shall govern notwithstanding any City standard that otherwise limits a Townhome building to five (5) dwelling units.

Townhomes may front upon a public street, private street, landscaped common area, courtyard, pedestrian walkway, or other common area. Vehicular access may be provided from the front, side, or rear through a public street, private street, alley, shared driveway, or common access tract.

2.16. **Residential Product Flexibility:** The Parties acknowledge that the purpose of the HCPR Area is to provide housing diversity and allow the final residential product mix to respond to market conditions and detailed site design. Variations in the number, location, and mixture of authorized residential products shall not require amendment of this Agreement, provided that:

- a. the development remains in substantial conformance with the Master Development Plan;
- b. the maximum residential unit count or maximum residential density established by this Agreement is not exceeded;

- c. each residential product complies with the applicable project-specific standards;
- d. the MHDR transition along the west and north Project boundaries is maintained;
- and
- e. the variation does not constitute a Material Change

2.17. HCPR Open Space Requirement and Commercial Consideration: The Parties acknowledge that the City's requirements applicable to the requested increased residential density would otherwise require forty percent (40%) open space. The HCPR Area and portions of the Flex Area elected for residential development shall not be subject to that percentage-based open-space requirement. The City finds that:

- a. the Project includes approximately nineteen (19) acres of Community Commercial development that will provide retail services, employment opportunities, municipal revenue, infrastructure improvements, and other public and community benefits;
- b. the commercial component is an integral part of the overall mixed-use Project and constitutes consideration for the increased residential density and development flexibility authorized within the HCPR Area;
- c. the MHDR Area provides a compatible residential transition along the north and west boundaries of the Property through minimum 13,000-square-foot detached residential lots;
- d. the MHDR perimeter lots are generally similar in scale and character to existing residential lots located west of the Property;
- e. higher-density residential products are concentrated within the interior of the Project and nearer the Commercial Area;
- f. the Project will provide landscaped streetscapes, pedestrian connections, common landscape areas, and other amenities as shown on the Master Development Plan and applicable Project exhibits; and
- g. strict application of the forty percent (40%) open-space requirement is not necessary or appropriate in light of the integrated commercial development, perimeter residential transition, public infrastructure, housing diversity, and other community benefits provided by the Project.

Accordingly, no fixed percentage of the HCPR Area or residentially developed Flex Area shall be required to be reserved as common open space solely as a condition of the increased residential density authorized by this Agreement. This Section shall not eliminate any specific landscaped area, buffer, common area, pedestrian connection, cottage green, courtyard, or other amenity expressly shown on the Master Development Plan or required by another provision of this Agreement.

2.18. Legislative Residential Development Findings: The City Council finds that the residential standards established by this Agreement are appropriate because:

- a. the MHDR Area substantially maintains the City's existing R3 minimum lot area, principal-structure setbacks, and detached single-family residential character;
- b. the reduction in minimum MHDR roadway frontage from one hundred feet (100') to eighty-five feet (85') allows more efficient lot configuration without reducing the 13,000-square-foot minimum lot area;
- c. the MHDR Area provides a compatible edge adjacent to existing residential development west of the Property;

- d. the HCPR Area permits Cottage Lots, Clustered Cottage Lots, Patio Homes, and Townhomes that are not fully accommodated by the City's conventional residential zoning standards;
- e. the HCPR Area concentrates higher-density residential development away from adjoining existing residential properties;
- f. the Flex Area permits the Project to respond to changing commercial market conditions while preserving the overall mixed-use character and infrastructure framework of the Project; and
- g. the commercial component, public infrastructure, residential transition, housing diversity, and other Project benefits support the requested density and project-specific residential standards.

2.19. Future Laws Applicable to the Project: The Parties acknowledge that the purpose of this Agreement is to vest the Project's approved land uses, development pattern, residential product types, densities, and project-specific development standards, while preserving the City's continuing authority to adopt and enforce laws reasonably necessary to protect the public health, safety, and welfare. Accordingly, notwithstanding the vesting provisions of this Agreement, the following Future Laws shall apply to the Project.

2.19.1. Future Laws Accepted by Developer: As an exception to the vesting principles above, the following future laws ("**Future Laws**") and ordinances adopted by City after the Effective Date shall apply to the Project:

2.19.2. Future Laws Accepted by Developer: Future Laws that Developer agrees in writing apply to the Project;

2.19.3. Construction and Public Safety Codes: Future Laws adopting or amending generally accepted construction, engineering, fire protection, accessibility, public works, transportation, utility, stormwater management, drainage, floodplain management, erosion control, building, plumbing, mechanical, electrical, energy conservation, dangerous building, or similar technical and safety-related standards shall apply to the Project, provided such laws are generally applicable throughout the City and are adopted to protect the public health, safety, or welfare.

2.19.4. Generally Applicable Design Standards: Future ordinances establishing generally applicable City-wide standards governing landscaping, irrigation, fencing, buffering, site lighting, photometric performance, parking lot design, screening, architectural review procedures, streetscape improvements, signage administration, tree preservation, or similar site-development standards may be applied to portions of the Project that have not received final site plan approval, provided such standards:

(a) are generally applicable throughout the City;

(b) do not materially reduce the development density, residential product types, commercial uses, building footprints, or other vested land-use rights established by this Agreement;

(c) do not require material redesign of previously approved improvements; and

(d) can be reasonably incorporated into future phases of the Project.

2.19.5. Administrative Procedures: Future changes regarding: 1) application procedures, 2) digital submittals, 3) engineering review, 4) inspection procedures, 5) construction sequencing, 6) bonding, 7) recording, and 8) permit processing not more particularly contemplated and agreed to should apply and are not considered vested rights.

2.19.6. State and Federal Compliance: Future Laws that are both generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

2.19.7. Future Laws regarding lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right is hereby reserved

2.19.8. Future Laws regarding changes to the amounts of fees for the processing of applications that are generally applicable to all development within City and that are adopted in accordance with state and local law.

Nothing contained in this Section shall be interpreted to authorize the application of any Future Law that would prohibit, materially reduce, or materially impair the land uses, residential product types, commercial development, density, development intensity, or project-specific standards expressly vested by this Agreement.

2.20. Developer may elect to sell one or more portions of the Project to a subdeveloper ("**Subdeveloper**"). Any portion of the Property (each a "**Parcel**") sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the Project Plan. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Developer shall provide City with a report showing the Parcel ownership, and the projected or potential uses

### 3. Development of the Project.

3.1. Developer may develop the Project in phases, and Developer reserves all discretion to determine when to develop a particular portion or phase of the Property, based upon Developer's business judgment. Notwithstanding the foregoing, Developer is subject to the requirement to proceed with reasonable diligence. If it appears the Developer will not proceed with development for an extended period of time, the Parties shall meet to confer in good faith as to how best to amend this Agreement in a manner that fulfills the intent of the Parties.

3.2. The Project Plan comprises the Anchor Area and the Pad Area. The "**Anchor Area**" includes the buildings labeled *Grocery Anchor*, on the Project Plan, with their

surrounding features. The “**Pad Area**” includes the 12 buildings labeled *Pads A, B, C, D, E, F, G, H, Fuel Center I, J, K, L and M* with their surrounding features. The Pad Areas are intended for commercial tenants such as fast-food restaurants, fuel centers, banks, and automotive service centers, and other commercial uses (each, a “**Pad User**”). Developer has sole discretion to select and enter into agreements with Pad Users, provided the proposed use is permitted or conditionally permitted use under applicable City ordinances and this Agreement

3.3. The Project shall be constructed in substantial conformance with the Design Guidelines Elements, attached hereto as Exhibits ?? through ??, which are expressly approved by City.

3.4. Following City Council approval of this Agreement, and the associated zoning, Project Plan, and Design Guideline Elements included therewith all subsequent Project approvals (including pad site plans, building permits, and similar approvals) shall be processed as administrative reviews. Such reviews shall be limited to confirming compliance with the Project Plan (as modified with respect to the Pad Area), the applicable Design Guideline Elements, and applicable City codes, and shall not require discretionary land use hearings except to the extent a Material Change is proposed. No additional architectural design review, beyond staff confirmation of substantial conformance, shall be required for anchor tenants at Site Plan approval and the issuance of Building Permits.

3.4.1. City shall complete its administrative review of complete Site Plan and Building Permit Plan submittals for the Project within the following timeframes: (i) the first submittal shall be reviewed within four (4) weeks after City’s receipt; (ii) the second submittal shall be reviewed within three (3) weeks after City’s receipt of a resubmittal addressing City comments; and (iii) the third submittal shall be reviewed within two (2) weeks after City’s receipt of a second resubmittal addressing City comments. City may complete its review in less time. If any portion of City’s review is delegated to an approved third-party reviewer, such third-party reviewer shall be required to comply with the same review timeframes set forth herein.

3.4.2. Only a “**Material Change**” to the Anchor Area will require amendment of this Agreement or the Project Plan. A Material Change in the Anchor Area includes: (i) a change that substantially increases parking requirements; (ii) a change in pedestrian or traffic patterns that initiate safety concerns; (iii) a change that is directly contrary to the terms of this Agreement or applicable City ordinances; (iv) a change that materially deviates from the approved Anchor Tenant Architectural Elevations, Fuel Center Architectural Elevations, Sign Plans, Site Lighting, Landscape Treatments, Streetscape Landscaping and Style, Site Furnishings, or Outdoor Storage Plan Design Guideline Elements applicable to the Anchor Area; (v) changes to anchor tenant façade materials or colors; (vi) changes to approved sign types, heights, or locations; (vii) changes to lighting pole heights/fixture types; (viii) changes to the Outdoor Storage Plan; and (ix) changes to increase the number of Pad Area units.

3.4.3. Any non-Material Changes to the Anchor Area may be requested by Developer and shall be reviewed and approved by City planning staff upon a staff finding that such change is not a Material Change.

3.4.4. The Anchor Tenant Architectural Elevations and the Sign Plans Design Guideline Elements are approved as final for the Anchor Area. Any deviation visible from public right-of-way shall constitute a Material Change unless approved by the City as a minor modification consistent with the approved Design Guideline Elements.

3.4.5. The anchor tenant buildings, including the occupant of the unit labeled “Major Grocer,” and the “Major Grocer Fuel Center” shall be constructed in substantial conformance with the applicable Design Guideline Elements, specifically the Anchor Tenant Architectural Elevations attached hereto as Exhibit C and the Fuel Center Architectural Elevations attached hereto as Exhibit D.

3.4.6. Any outdoor sales and display area authorized herein shall be located, configured, and operated in substantial conformance with the **Outdoor Sales Display Plan attached hereto as Exhibit J (the “Outdoor Sales Display Plan”)** as approved by this Agreement. City may enforce the Outdoor Sales Display and Plan through administrative review and code enforcement, and any Material Change to the footprint of such outdoor storage or display areas shall constitute a Material Change. Outdoor sales and display of retail products customarily sold on-site, including without limitation palletized, shrink-wrapped, or otherwise packaged materials, equipment, and merchandise (e.g., landscaping materials, bulk goods, snow blowers, lawn mowers, and similar items), **shall be permitted within the designated outdoor display areas as shown on Exhibit E and may be visible from public rights-of-way**, and shall not be required to be screened or considered prohibited outdoor storage.

3.5. The Parties acknowledge that the Pad Areas are expected to undergo significant and frequent changes, based upon pad tenant needs and commercial market factors. Accordingly, except as otherwise indicated in this Agreement, no changes to Pad Areas will require amendment of this Agreement or the Project Plan.

3.5.1. Development of all uses within the Pad Area will require submission to City of a Site Plan application for that Pad. Site plan applications for properties within the Pad Area will be reviewed and approved administratively by City Staff.

3.5.2. Architectural styles, façade composition, roof forms, and site design for Pad Area development shall generally comply with the Design Guideline Elements including but not limited to the Streetscape Landscaping and Style attached hereto as Exhibit C, Site Furnishings attached hereto as Exhibit D, Landscape Treatments attached hereto as Exhibit E, and any Pad Area architectural guidance exhibits approved hereunder. Pad Area developments may utilize tenant-specific prototype designs, provided they are generally consistent with the intent of the approved Design Guideline Elements and meet the applicable City code requirements. Site design for Pad Area development shall also generally comply with the Landscape Screening for the Drive Thru Exhibit attached hereto as Exhibit C.

3.6. Developer is obligated to Develop the Project in substantial accordance with the City’s *Commercial and Multifamily Design Standards* (Hooper City City Code Chapter

????), as they existed at the time of approval of (“**Design Standards**”). The applicable Design Standards are attached hereto as Exhibit M. Developer is expressly authorized to deviate from the Design Standards as follows:

3.6.1. Primary entrances to commercial uses in the Pad Areas shall not be required to face a public street, but may be oriented toward internal traffic and pedestrian zones, in order to meet the needs of the occupant of the Pad Area.

3.6.2. Commercial uses on Pad Areas shall be permitted to have parking near the Primary Entrance of that building.

3.6.3. Commercial uses on Pad Areas shall be permitted to have parking on the Pad Area between the building and the public street.

3.6.4. Architectural styles, entrances, elevations, articulations, and roof designs in the Pad Areas shall generally comply with those shown on the renderings provided in the Design Guideline Elements.

3.7. Site lighting for the Project is expressly approved as part of this Agreement and shall be installed in substantial conformance with Exhibit I. **The approved lighting intensity for the Project is ## spelled out (##) lumens per gross acre (spelled out # and written #) lumens per net acre), and the approved fixture mounting heights shall be as shown on Exhibit I.** The Project shall in all other respects comply with Site Specific Municipal Code Chapter ??, with the exception that fixture heights shall be twenty-five (25) feet. Following City Council approval of this Agreement, City shall process lighting reviews and permits for the Project as administrative approvals upon a finding of substantial conformance with Exhibit I and the foregoing approved lighting standards, and shall not require discretionary design review or additional lighting limitations beyond applicable codes related to public safety and light spillover.

3.8. Developer is obligated to Develop the Project in substantial accordance with the City approved Master Sign Plan.(“**Sign Standards**”). The Project’s Sign Plans and Sign Location Plan are attached hereto as Exhibit H.

### 3.9. Public Infrastructure

3.9.1. Developer shall construct. The road shall also include the appropriate utilities such as water, sewer and storm drain per the City’s Master Plans. The road shall include right turn deceleration lanes into each drive approach. The road improvements shall include all as shown on Exhibit B.

3.9.2. Access to the Property shall be substantially similar to the Development Plan.

3.10. Phasing of Project. Developer shall not be granted a certificate of occupancy for more than thirty percent of the residential property before fifty percent of the commercial property has received a certificate of occupancy.

4. Project Phasing and Development Sequencing:

- 4.1.1. General: The Project is intended to be constructed in multiple phases. The timing and sequence of development may vary in response to market conditions, financing, tenant demand, infrastructure availability, and other factors affecting the orderly development of the Project. Except as expressly provided in this Agreement, neither the Commercial Area nor the residential development areas shall be required to develop in any predetermined sequence.
- 4.1.2. Commercial Development Commitment: The Parties acknowledge that the Community Commercial Area is an essential component of the Project and that the timing of commercial construction is expected to be influenced by regional transportation improvements, including completion of the West Weber Corridor, tenant demand, financing, and prevailing market conditions. Developer agrees to continue commercially reasonable efforts to market, lease, and develop the Commercial Area throughout the build-out of the Project.
- 4.1.3. Developer shall construct the backbone public infrastructure necessary to serve the Commercial Area at an expedited or delayed phasing plan. Residential public and private improvements requirements shall be installed in such a manner that the Commercial Area remains development-ready as market conditions warrant.
- 4.1.4. Periodic Phasing Review: Prior to approval of any final subdivision plat or issuance of building permits that would result in more than **seventy percent (70%)** of the total approved residential dwelling units within the Project receiving building permits, if substantial vertical commercial construction has not commenced, the Developer and City shall meet in good faith to review:
  - a. commercial marketing efforts;
  - b. tenant activity;
  - c. regional market conditions;
  - d. completion status of the West Weber Corridor and related transportation improvements;
  - e. availability of financing;
  - f. commercial infrastructure readiness; and
  - g. the anticipated schedule for commercial development.

Following such review, the City may continue processing subsequent residential applications upon determining that:

- a. the Developer has continued to make commercially reasonable efforts to develop the Commercial Area;
- b. delays are primarily attributable to market conditions or transportation timing rather than a lack of diligence by the Developer; and
- c. the Commercial Area remains available for commercial development consistent with this Agreement.

- 4.1.5. Preservation of Commercial Area: Except for portions designated as the Flex Mixed-Use Area, the Community Commercial Area shall remain reserved for commercial

development throughout the term of this Agreement and shall not be converted to residential use without approval of an amendment to this Agreement.

5. Infrastructure Financing:

- 5.1. Infrastructure Financing. The Parties acknowledge and agree that development of the Property pursuant to this Agreement will result in positive economic benefits to City and its residents by, among other things, increasing property tax and other revenues to the community based on improvements to be constructed on the Property.
- 5.2. In consideration thereof, and to the extent permitted by applicable law, City shall provide to Developer, by means of bonding or other lawful revenue sources chosen by City, funds to pay for the development of public infrastructure related to the Project. Such “**Public Infrastructure**” may include, but is not limited to, the following elements of the Project: (i) City maintained regional sanitary sewer lift station; (ii) other improvements and related infrastructure as approved by the City Council (iii) necessary engineering, permitting, materials, and inspection costs; (vi) any other infrastructure primarily for use by the public that would fit the definition of “system improvement” under the *Utah Impact Fees Act*, Utah Code § 11-36a-101 *et seq.*; and (vii) any management or other soft costs associated therewith. The amount provided by the City to pay for such Public Infrastructure shall be no less than the amount estimated by the City Engineer’s Estimate of probable costs to construct the Public Infrastructure, but shall not exceed \$ Dollars (\$ ) (“**Infrastructure Funds**”). The Infrastructure Funds shall consist of up to . . . Dollars (\$ ) for use on approved Public Infrastructure and up to \$ Dollars (\$ ).
- 5.3. Developer agrees to work cooperatively with City to enable City to obtain the Infrastructure Funds. Such cooperation shall include collaborating on the issuance of bonds and/or creating public financing opportunities, such as the financing mechanisms set forth in Title 17C or Title 17D of the Utah Code. City agrees that in obtaining the Infrastructure Funds, no mills, tax levies, or assessments shall be placed on the Property or the Project without the express written consent of the Developer.
- 5.4. Prior to commencement of construction on the Project, City will deposit the Infrastructure Funds into a mutually agreed escrow account (the “**Infrastructure Escrow**”). Disbursement of Infrastructure Funds from such Infrastructure Escrow during construction, including progress payments, retainage, payment for materials delivered to the Project, and final release following acceptance, shall be governed by Section 6 of this Agreement.
- 5.5. Notwithstanding any other term or obligation in this Agreement, Developer’s obligation to provide Public Infrastructure is limited to the expenditure of the Infrastructure Funds. Developer is not obligated to expend Developer’s funds for Public Infrastructure. City shall not require Developer to oversize any Public Infrastructure or to provide Public Infrastructure beyond what would be required to pay for Developer’s proportionate share, as defined in Utah Code § 10-20-911 and in the *Nollan/Dolan* line of United States Supreme Court cases, unless such oversized and excess Public Infrastructure shall also be paid for in full out of Infrastructure Funds.
- 5.6. If the total amount of Infrastructure Funds exceed amounts needed to provide

Public Infrastructure, City may, to the extent doing so is permitted by the financing terms, request that Developer utilize such funds to:

- perform additional improvements;
- pay off bonds early; or
- provide the City with the excess funds.

5.7.

a. The City acknowledges that the provision of the Infrastructure Funds, in sufficient amounts to reimburse or otherwise pay the Developer for costs and expenses incurred in providing the Public Infrastructure, is a material, integral term of this Agreement and development of the Project. If the Infrastructure Funds are not provided in sufficient amounts, Developer may (1) elect to proceed with the Project under the terms herein, or (2) elect to terminate this Agreement by delivering written notice thereof to the City. Upon delivery of such notice, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations hereunder. In the event Developer elects to terminate this agreement under this Section, any and all vesting rights granted under Section 2 shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning designation before the execution of this agreement

b. In the event that any dispute arises with regard to the terms of this Section 5, including but not limited to a dispute over invoices, inspections, or whether a particular improvement is a Public Improvement, the parties will within 10 days of the dispute arising, exchange their basis for the dispute, and arguments regarding resolution of the dispute, to one another in writing. Within 10 days of such exchange, the Parties shall then meet and confer in good faith in an effort to resolve such dispute. The Parties may, but are not obligated to, employ the services of a mediator.

h. Infrastructure Fund Disbursements.

a. Developer's obligation to provide public infrastructure or any improvements hereunder is expressly conditional upon City's approval of the Project and issuance of permits required for construction of the applicable improvements.

b. Developer, using Infrastructure Funds, shall make public improvements to roads

within the Project Area, as shown on Exhibit M in accordance with this Agreement. Developer will complete improvements associated with identified public streets. The road right-of-way is currently owned by the City.

c. The Infrastructure Funds described in Section 5 shall be held in the Infrastructure Escrow. The Parties agree the Infrastructure Escrow shall serve as the Improvement Completion Assurance in accordance with Utah Code 10-20-807, for completion of required public improvements funded therefrom (the “**Public Improvements**”) and shall be funded in an amount equal to **one hundred ten percent (110%)** of the City Engineer-approved Engineer’s Opinion of Probable Construction Cost (“**OPCC**”) for the Public Improvements required to be guaranteed under this Agreement.

i. Notwithstanding the extent that Utah State law, Hooper City Code, or other City policy dictates the procedure and timing of the release of improvement completion assurance or other bond funds, including but not limited to requiring City Council action to approve escrow or bond releases during construction, the Parties agree that release of the Infrastructure Funds will occur in accordance with the procedure and timing set forth in this Section.

ii. **All progress releases and payments from the Infrastructure Escrow shall be authorized administratively by the Public Works Director.** Developer (or its contractor) may submit requests for releases and payment from the Infrastructure Escrow directly to the City no more frequently than **once every thirty (30) days**, unless otherwise approved by the Public Works Director. Upon submission of a request for release and payment, the City will promptly inspect and verify the work completed. The City will immediately release the funds when work is determined to pass inspection.

iii. The Public Works Director will also immediately authorize the release of funds for materials delivered for the Public Improvements upon confirmation of delivery. The Public Works Director may authorize partial payment for materials delivered to the Project site but not installed, subject to inspection, verification, lien protection, and secure storage. Unless otherwise approved in writing by the Public Works Director payment for delivered-but-not-installed materials shall not exceed **seventy-five percent (75%)** of invoiced cost, with the balance payable upon installation.

iv. At the completion of the Project, City may retain not more than ten percent (10%) of the Infrastructure Funds owed to Developer for no more than one year as an improvement warranty, which shall be managed in accordance with Utah Code 10-20-807.

v. Final acceptance of the Public Improvements shall occur following completion of the Project, City Engineer inspection confirming compliance, and submission of required closeout documentation (including as-builts and final lien releases). After final acceptance, the escrow agent shall release remaining escrow funds, subject to any improvement warranty holdback required by the City.

d. Developer and City acknowledge that timely payment of contractors and suppliers is necessary for efficient construction of the Public Improvements. Accordingly, the Parties intend that payment releases from the Infrastructure Escrow be processed through the administrative process authorized in this Section 6 without requiring City Council approval.

e. Third Party Inspections.

i. Developer shall have the option, at Developer's discretion, to retain a qualified third-party to perform inspections of Public Improvements, including final inspections.

ii. City may provide reasonable input regarding the acceptability and qualifications of any third-party inspector retained by Developer; provided, however, City shall not be entitled to disqualify an inspector chosen by Developer without good cause.

i. Residential Ownership and Occupancy:

i. Purpose: The Parties acknowledge that one of the principal objectives of the Hooper Crossing Planned Residential Area is to provide attainable homeownership opportunities and to promote stable, owner-occupied neighborhoods that contribute to the long-term character and vitality of Hooper City. The Parties further acknowledge that the residential product types authorized by this Agreement are intended primarily for owner occupancy rather than transient or investment-oriented occupancy.

ii. Required Residential Covenants: Prior to the recordation of the first final subdivision plat creating residential lots within the HCPR Area, the Developer shall record Covenants, Conditions, and Restrictions ("CC&Rs") applicable to the residential portions of the Project. The CC&Rs shall include provisions substantially consistent with the objectives of this Section and shall be reasonably designed to:

- a. promote owner occupancy of residential dwellings;
- b. discourage speculative or institutional ownership of multiple dwelling units for long-term investment purposes;
- c. preserve neighborhood stability and long-term residency;
- d. prohibit transient lodging and short-term vacation rentals; and
- e. provide reasonable enforcement mechanisms through the Homeowners' Association.

Institutional Ownership. The CC&Rs may prohibit any person, entity, partnership, corporation, limited liability company, real estate investment trust, or other common ownership group from owning more than **two (2)** dwelling units within the HCPR Area, except as may be reasonably necessary during the initial marketing and sale of the Project by the Developer.

iii. Leasing Restrictions: The CC&Rs shall prohibit the rental or lease

of any dwelling unit for a period of less than thirty (30) consecutive days. The CC&Rs may establish longer minimum lease terms as determined appropriate by the Developer or the Homeowners' Association. Transient lodging, hotel use, vacation rentals, and similar short-term occupancy arrangements shall be prohibited.

iv. Owner Occupancy: The CC&Rs shall include reasonable provisions intended to encourage owner occupancy and discourage the conversion of the Project into a predominantly rental community. Such provisions may include leasing limitations, waiting periods before leasing, hardship exceptions, limits on investor ownership, or other reasonable restrictions consistent with applicable law.

v. Hardship Exceptions: The CC&Rs may authorize temporary leasing because of circumstances including, but not limited to:

- a. military deployment;
- b. employment relocation;
- c. educational assignment;
- d. medical necessity;
- e. religious service;
- f. estate administration;
- g. temporary financial hardship; or
- h. other comparable circumstances approved pursuant to the CC&Rs.

vi. Home Owner's Association Enforcement: The Homeowners' Association shall be responsible for administration and enforcement of the ownership, occupancy, and leasing provisions contained within the CC&Rs. Nothing in this Agreement shall require the City to monitor owner occupancy, review lease agreements, determine compliance with the CC&Rs, or undertake enforcement of private covenant restrictions.

vii. Amendment of Residential Covenants: The ownership, occupancy, and leasing provisions required by this Section shall not be amended in a manner that materially defeats the purposes of this Section without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

j. Default.

a. If Developer, a Subdeveloper, or 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 City believes that the Default has been committed by a Subdeveloper, then that City shall also provide a courtesy copy of the notice to Developer.

- b. The notice of Default shall:
  - i. Specify the claimed event of Default;
  - ii. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
  - iii. Identify why the Default is claimed to be material;
  - iv. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration provided however, that if the Default involves a clear and immediate threat to public health, safety or environment such as active stormwater failures, traffic safety hazards, or broken utility lines the City may demand an immediate cure within twenty-four (24) to forty-eight(48) hour, failing which the City may enter the property, correct the issue using escrow funds.
- c. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- d. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.
- e. 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.
- f. If any Default cannot be reasonably cured within sixty (60) days, then such cure

period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

g. A default of any obligations assumed by an assignee or Subdeveloper shall not be deemed a default of Developer.

h. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Terra Hooper Crossing, LLC c/o Terra  
Strada  
P.O. Box 377  
Kaysville, UT 84037  
Attn: J. Stuart Adams

With a copy to:

Anchor Grocer  
c/o  
Attn: Law Department,

With a copy to:

Other Party  
c/o

To City:

Hooper City  
Attn: City Recorder

i. In the event this agreement is terminated for any reason, any and all vesting rights granted to developer under this agreement shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning designation before the execution of this agreement.

k. Assignability.

a. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer's assignment of all or any part of the Developer's rights and responsibilities hereunder to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.

b. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

c. Any assignee of all or any part of Developer's rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

l. General Provisions.

a. The initial term of this Agreement shall be 20 years beginning on the Effective Date.

b. This Agreement has been reviewed and revised by legal counsel for the Developer and City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

c. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

d. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the New Zone, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate that portion of this Agreement applicable to the City. Upon Developer's delivery of a Notice of rescission pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder. In the event Developer elects to terminate this agreement

under this Section, any and all vesting rights granted under Section 2 shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning designation before the execution of this agreement.

e. The Parties acknowledge that zoning is a legislative act subject to the constitutional right of referendum. If a referendum successfully overturns the zoning or approval of this agreement, the City shall be held completely harmless and shall bear no financial liability, damages, or legal costs to the Developer as a result of such citizen action.

The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

f. The rights of City under this Agreement shall not be assigned, but City is authorized to enter into any contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

g. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Weber County, Utah. This Agreement shall run with the land.

h. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

i. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

j. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

k. If City elects to consider terminating this Agreement due to any uncured Default by Developer, then City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HOOPER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

1. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

m. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a

result of any legislative action, such holding or action shall be strictly construed.

n. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, unanticipated materials shortages exceeding six months, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

o. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

p. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

q. In the event either Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all reasonable and actual costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

*[Signature Page Follows]*

THE PARTIES have executed this Agreement below, to be effective as of the Effective Date.

**DEVELOPER:**

TERRA HOOPER CROSSING, LLC,  
a Utah limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_, the \_\_\_\_\_ of  
Terra Hooper Crossing, LLC.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

(Seal)

Residing at:

\_\_\_\_\_

\_\_\_\_\_

HOOPER CITY,  
a political subdivision of the State of Utah

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

City Recorder

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

STATE OF UTAH )  
 :§.  
COUNTY OF UTAH )

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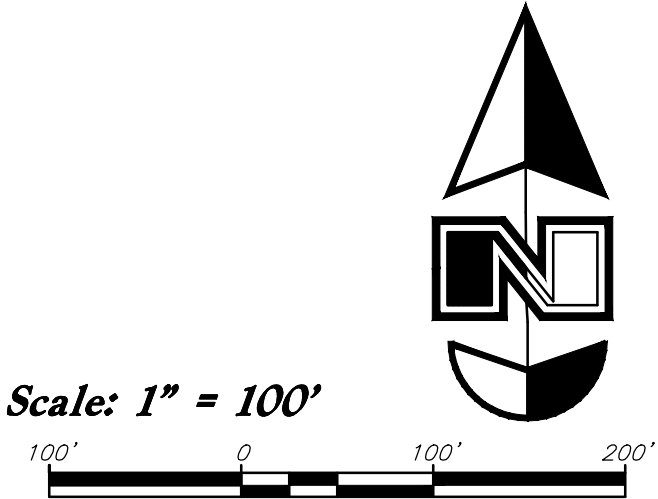
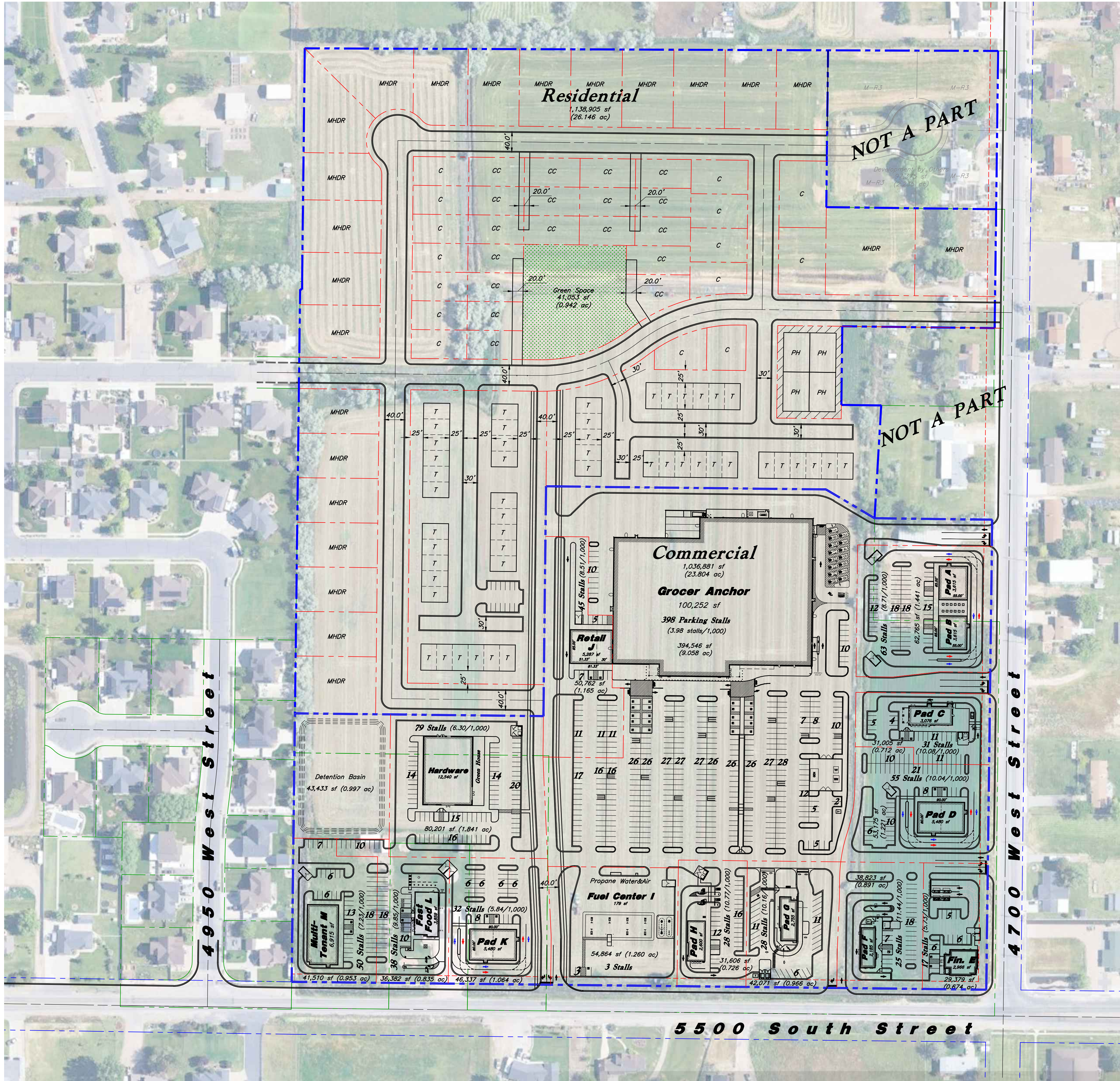
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EXHIBIT 'A'

(PROPERTY)

EXHIBIT 'B'  
(Master Plan)

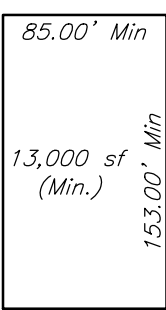


| Total Area          |                              |        |
|---------------------|------------------------------|--------|
| Commercial          | 1,036,881 sf. (23.804 acres) | 47.66% |
| Residential         | 1,097,829 sf. (25.203 acres) | 96.40% |
| Open Space          | 41,053 sf. (0.942 acres)     | 3.60%  |
| Total (Residential) | 1,138,882 sf. (26.145 acres) | 52.34% |
| Gross Total         | 2,175,763 sf. (49.949 acres) |        |

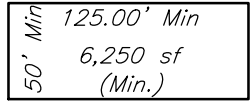
| Lot Type                                   | Quantity                                          | Min S.F.            |
|--------------------------------------------|---------------------------------------------------|---------------------|
| Modified High Density Residential (MHDR)   | 23                                                | 13,000 (0.29 acres) |
| Hooper Crossing Planned Residential (HCPR) | 92                                                |                     |
| Residential/Commercial Mixed Use           | 28 (Potential Units inside of Mixed Use Boundary) |                     |
| Total (Assuming Residential Use)           | 115                                               |                     |
| Density                                    | 4.56/acre                                         |                     |

Typical Layouts

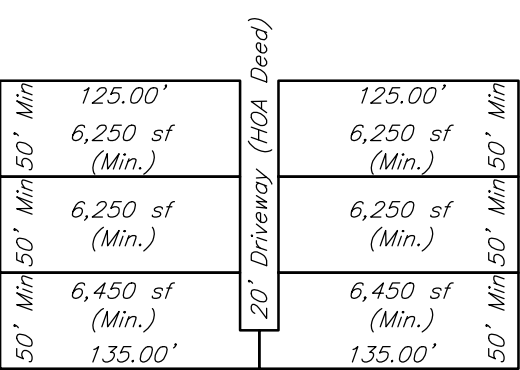
Modified High Density Residential



Cottages

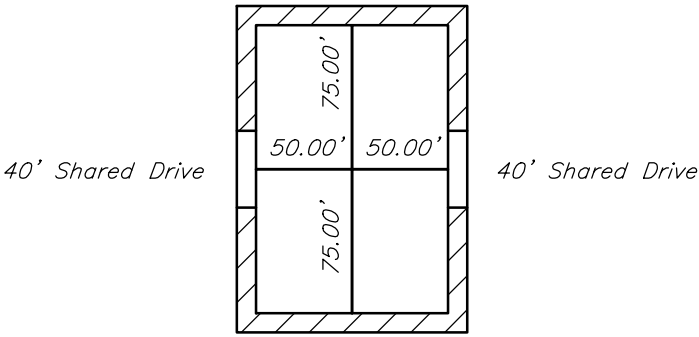


Clustered Cottages



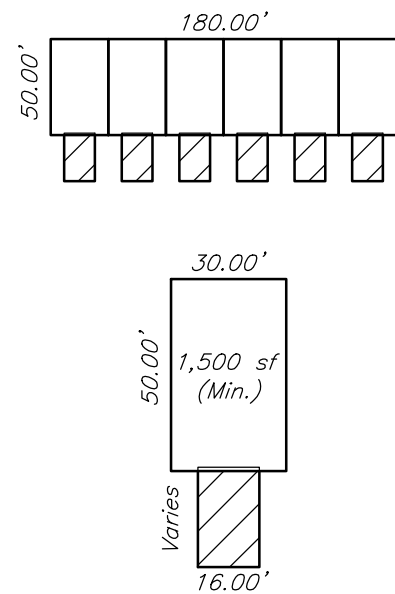
Patio Homes

Patio Home Common Area



Town Homes

Private Driveway



NOTE:

This plan has been prepared without benefit of a complete survey. This plan has also been prepared without a full review of City Ordinances and requirements. It is conceptual in nature and no guarantee of its accuracy or compliance with City codes is implied.

CLIENT INFORMATION:

Terra Strada

CLIENT LOGO:

Conceptual Site Plan

Hooper Crossing

5500 South 4700 West  
Hooper, Utah

Project No: SMC141

Designer: JR

PM: JR

OCM: XX

Final Review: XX

smc141 CSP U

3 Aug, 2026

SHEET NO.

U

EXHIBIT 'C'  
Zoning Map



EXHIBIT 'D'  
(Site Lighting Photometric)

EXHIBIT 'E'  
(Lighting Cut Sheets)

|             |  |           |  |      |  |
|-------------|--|-----------|--|------|--|
| Project     |  | Catalog # |  | Type |  |
| Prepared by |  | Notes     |  | Date |  |



# Lumark

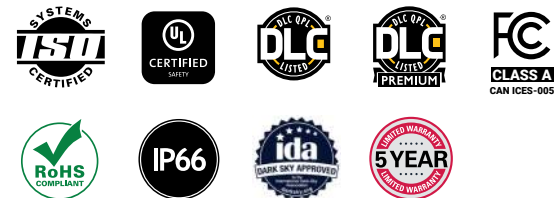
## PRV / PRV-XL Prevail LED

Area / Site Luminaire

### Product Features



### Product Certifications



### Interactive Menu

- Ordering Information [page 2](#)
- Mounting Details [page 3](#)
- Optical Configurations [page 3](#)
- Product Specifications [page 3](#)
- Energy and Performance Data [page 4](#)
- Control Options [page 5](#)

### Quick Facts

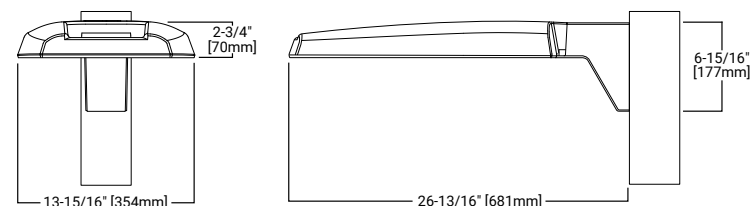
- Lumen packages range from 7,100 - 48,600 lumens (50W - 350W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 148 lumens per watt
- Energy and maintenance savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

### Connected Systems

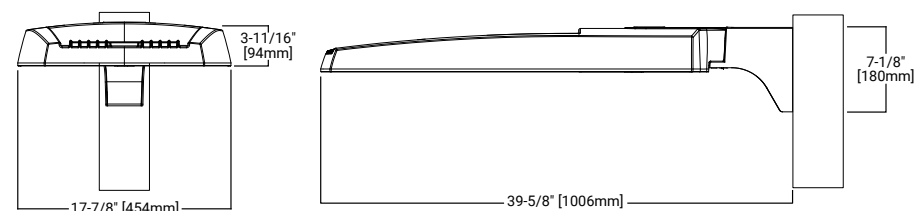
- WaveLinx
- Enlighted

### Dimensional Details

#### Prevail



#### Prevail XL



## Ordering Information

SAMPLE NUMBER: **PRV-XL-C75-D-UNV-T4-SA-BZ**

| Product Family <sup>1,2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Light Engine <sup>3</sup>                                                                                                                                                                 | Driver            | Voltage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Distribution                                         | Mounting (Included)                                           | Color                                                                              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-----------|
| PRV=Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C15=(1 LED) 7,100 Nominal Lumens<br>C25=(2 LEDs) 13,100 Nominal Lumens<br>C40=(2 LEDs) 17,100 Nominal Lumens<br>C60=(2 LEDs) 20,000 Nominal Lumens                                        | D=Dimming (0-10V) | UNV=Universal (120-277V)<br>347=347V<br>480=480V <sup>4</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | T2=Type II<br>T3=Type III<br>T4=Type IV<br>T5=Type V | SA=Standard Versatile Arm<br>MA=Mast Arm<br>WM=Wall Mount Arm | AP=Grey<br>BZ=Bronze<br>BK=Black<br>DP=Dark Platinum<br>GM=Graphite Metallic<br>WH=White |
| PRV-XL=Prevail XL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | C75=(4 LED) 26,100 Nominal Lumens<br>C100=(4 LED) 31,000 Nominal Lumens<br>C125=(4 LED) 36,000 Nominal Lumens<br>C150=(6 LED) 41,100 Nominal Lumens<br>C175=(6 LED) 48,600 Nominal Lumens |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                                                               |                                                                                          |
| Options (Add as Suffix)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                           |                   | Accessories (Order Separately) <sup>18</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                      |                                                               |                                                                                          |
| <b>7030</b> =70 CRI / 3000K CCT <sup>5</sup><br><b>7035</b> =70CRI / 3500K CCT <sup>5</sup><br><b>7050</b> =70 CRI / 5000K CCT <sup>5</sup><br><b>HSS</b> =House Side Shield <sup>6</sup><br><b>L90</b> =Optics Rotated 90° Left<br><b>R90</b> =Optics Rotated 90° Right<br><b>10K</b> =10kV UL 1449 Fused Surge Protective Device<br><b>20MSP</b> =20kV MOV Surge Protective Device<br><b>20K</b> =Series 20kV UL 1449 Surge Protective Device<br><b>HA</b> =50°C High Ambient Temperature <sup>7</sup><br><b>PER</b> =NEMA 3-PIN Twistlock Photocontrol Receptacle<br><b>PER7</b> =NEMA 7-PIN Twistlock Photocontrol Receptacle<br><b>SPB2</b> =Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting <sup>24</sup><br><b>SPB4</b> =Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting <sup>24</sup><br><b>MSP/DIM-L12</b> =Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height <sup>8,9</sup><br><b>MSP/DIM-L30</b> =Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height <sup>8,9</sup><br><b>MSP-L12</b> =Integrated Sensor ON/OFF Operation, 8' - 12' Mounting Height <sup>8,9</sup><br><b>MSP-L30</b> =Integrated Sensor ON/OFF Dimming Operation, 12' - 30' Mounting Height <sup>8,9</sup><br><b>MS/DIM-L20</b> =Motion Sensor for Dimming Operation, 9' - 20' Mounting Height <sup>9,10</sup><br><b>MS/DIM-L40W</b> =Motion Sensor for Dimming Operation, 21' - 40' Mounting Height <sup>9,10</sup><br><b>MS-L20</b> =Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height <sup>9,10</sup><br><b>MS-L40W</b> =Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height <sup>9,10</sup><br><b>ZD</b> =DALI-enabled 4-PIN Twistlock Receptacle <sup>9,11,12</sup><br><b>ZW</b> =Wavelinx-enabled 4-PIN Twistlock Receptacle <sup>9,11,12</sup><br><b>SWPD4XX</b> =Wavelinx Wireless Sensor, 7' - 15' Mounting Height <sup>9,11,12,13,14</sup><br><b>SWPD5XX</b> =Wavelinx Wireless Sensor, 15' - 40' Mounting Height <sup>9,11,12,13,14</sup><br><b>LWR-LW</b> =Enlighted Wireless Sensor, Wide Lens for 8' - 16' Mounting Height <sup>9,15</sup><br><b>LWR-LN</b> =Enlighted Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height <sup>9,15</sup><br><b>(See Table Below)</b> =LumenSafe Integrated Network Security Camera <sup>16,17</sup><br><b>CC</b> =Coastal Construction <sup>23</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                   | <b>PRVWM-XX</b> =Wall Mount Kit <sup>8</sup><br><b>PRVMA-XX</b> =Mast Arm Mounting Kit <sup>8</sup><br><b>PRVSA-XX</b> =Standard Arm Mounting Kit <sup>8</sup><br><b>PRVXLSA-XX</b> =Standard Arm Mounting Kit (for Prevail XL) <sup>16</sup><br><b>PRVXLWM-XX</b> =Wall Mount Kit (for Prevail XL) <sup>16</sup><br><b>PRVXLMA-XL</b> =Mast Arm Mounting Kit (for Prevail XL) <sup>16</sup><br><b>MA1010-XX</b> =Single Tenon Adapter for 3-1/2" O.D. Tenon<br><b>MA1011-XX</b> =2@180° Tenon Adapter for 3-1/2" O.D. Tenon<br><b>MA1017-XX</b> =Single Tenon Adapter for 2-3/8" O.D. Tenon<br><b>MA1018-XX</b> =2@180° Tenon Adapter for 2-3/8" O.D. Tenon<br><b>HS/VERD</b> =House Side Shield <sup>6,19</sup><br><b>VGS-F/B</b> =Vertical Glare Shield, Front/Back <sup>19</sup><br><b>VGS-SIDE</b> =Vertical Glare Shield, Side <sup>19</sup><br><b>OA/RA1013</b> =Photocontrol Shorting Cap<br><b>OA/RA1014</b> =NEMA Photocontrol - 120V<br><b>OA/RA1016</b> =NEMA Photocontrol - Multi-Tap 105-285V<br><b>OA/RA1201</b> =NEMA Photocontrol - 347V<br><b>OA/RA1027</b> =NEMA Photocontrol - 480V<br><b>ISHH-01</b> =Integrated Sensor Programming Remote <sup>20</sup><br><b>FSIR-100</b> =Wireless Configuration Tool for Occupancy Sensor <sup>21</sup><br><b>SWPD4-XX</b> =WaveLinX Wireless Sensor, 7' - 15' Mounting Height <sup>12,13,14</sup><br><b>SWPD5-XX</b> =WaveLinX Wireless Sensor, 15' - 40' Mounting Height <sup>12,13,14</sup><br><b>WOLC-7P-10A</b> =WaveLinX Outdoor Control Module (7-PIN) <sup>22</sup> |                                                      |                                                               |                                                                                          |
| <b>NOTES:</b><br>1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.<br>2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information.<br>3. Standard 4000K CCT and 70CRI.<br>4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).<br>5. Use dedicated IES files on product website for non-standard CCTs.<br>6. Option will come factory-installed. House Side Shield not suitable with T5 distribution or C60 lumen package.<br>7. Not available with C60 lumen package.<br>8. Only available in PRV configurations C15, C25, C40 or C60.<br>9. Controls system is not available with photocontrol receptacle (PER or PER7) or other controls systems (MS, MSP, ZW, ZD or LWR).<br>10. Utilizes the Wattstopper sensor FSP-211.<br>11. Sensor passive infrared (PIR) may be overly sensitive when operating below -20°C (-4°F).<br>12. For the device to be field-configurable, requires WAC Gateway components WAC-PoE and WPOE-120 in appropriate quantities. Only compatible with WaveLinX system and software and requires system components to be installed for operation. See website for more Wavelinx application information.<br>13. Replace XX with sensor color (WH, BZ, or BK).<br>14. Requires 4-PIN twistlock receptacle (ZD or ZW) option.<br>15. Enlighted wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for application information.<br>16. Only available in PRV-XL configurations C75, C100, C125, C150, or C175.<br>17. Not available with 347V, 480V, or HA options. Consult LumenSafe system product pages for additional details and compatibility information.<br>18. Replace XX with paint color.<br>19. Must order one per optic/LED when ordering as a field-installable accessory (1, 2, 4, or 6).<br>20. This tool enables adjustment to Integrated Sensor (MSP) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.<br>21. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.<br>22. Requires 7-PIN NEMA twistlock photocontrol receptacle (PER7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS, MSP, ZW, ZD or LWR). Operates on 120-347V input voltages.<br>23. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.<br>24. Smart device with mobile application required to change system defaults. See controls section for details. |                                                                                                                                                                                           |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                                                               |                                                                                          |

## LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

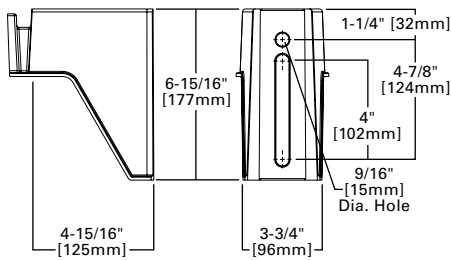
| Product Family                                                                                                        | Camera Type           | Data Backhaul                                                                                                                                                                                                             |                               |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>L</b> =LumenSafe Technology<br> | <b>D</b> =Dome Camera | <b>C</b> =Cellular, Customer Installed SIM Card<br><b>A</b> =Cellular, Factory Installed AT&T SIM Card<br><b>V</b> =Cellular, Factory Installed Verizon SIM Card<br><b>S</b> =Cellular, Factory Installed Sprint SIM Card | <b>E</b> =Ethernet Networking |

## Stock Ordering Information

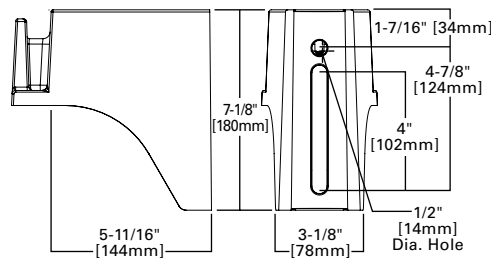
| Product Family <sup>1</sup>                                                                                                                                                                       | Light Engine                                                                                                                                                                              | Voltage                                           | Distribution              | Options (Add as Suffix)                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------|
| PRVS=Prevail                                                                                                                                                                                      | C15=(1 LED) 7,100 Nominal Lumens<br>C25=(2 LEDs) 13,100 Nominal Lumens<br>C40=(2 LEDs) 17,100 Nominal Lumens<br>C60=(2 LEDs) 20,000 Nominal Lumens                                        | UNV=Universal (120-277V)<br>347=347V <sup>2</sup> | T3=Type III<br>T4=Type IV | MSP/DIM-L30=Integrated Sensor for Dimming Operation, Maximum 30' Mounting Height <sup>2</sup> |
| PRVS-XL=Prevail XL                                                                                                                                                                                | C75=(4 LED) 26,100 Nominal Lumens<br>C100=(4 LED) 31,000 Nominal Lumens<br>C125=(4 LED) 36,000 Nominal Lumens<br>C150=(6 LED) 41,100 Nominal Lumens<br>C175=(6 LED) 48,600 Nominal Lumens |                                                   |                           |                                                                                               |
| NOTES:<br>1. All stock configurations are standard 4000K/70CRI, bronze finish, and include the standard versatile mounting arm.<br>2. Only available in PRVS configurations C15, C25, C40 or C60. |                                                                                                                                                                                           |                                                   |                           |                                                                                               |

## Mounting Details

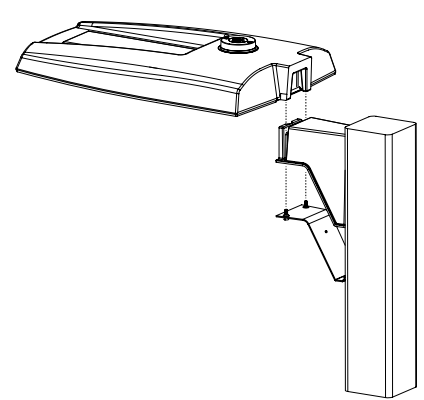
### Pole Mount Arm (PRV)



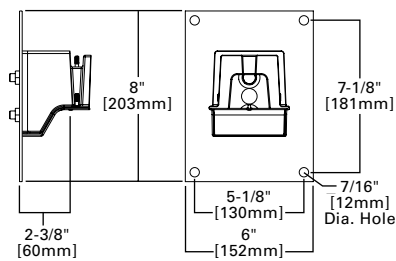
### Pole Mount Arm (PRV-XL)



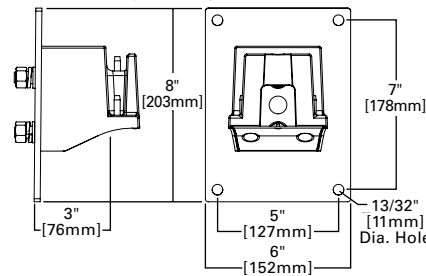
### Versatile Mount System



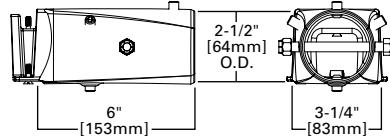
### Wall Mount (PRV)



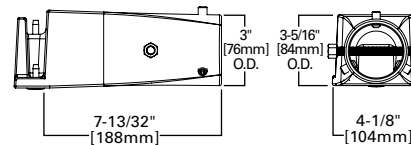
### Wall Mount (PRV-XL)



### Mast Arm Mount (PRV)



### Mast Arm Mount (PRV-XL)



## Mounting Configurations and EPAs

**NOTE:** For 2 PRV's mounted at 90°, requires minimum 3" square or 4" round pole for fixture clearance. For 2 PRV-XL's mounted at 90°, requires minimum 4" square or round pole for fixture clearance. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications.

### Wall Mount

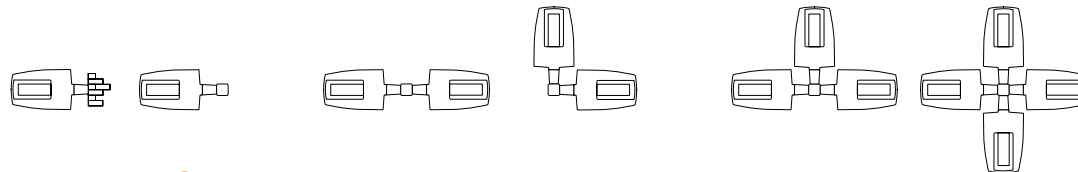
**Arm Mount Single**  
EPA 0.92 (PRV)  
EPA 1.12 (PRV-XL)

**Arm Mount 2 @ 180°**  
EPA 1.35 (PRV)  
EPA 2.25 (PRV-XL)

**Arm Mount 2 @ 90°**  
EPA 1.42 (PRV)  
EPA 2.13 (PRV-XL)

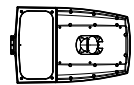
**Arm Mount 3 @ 90°**  
EPA 1.63 (PRV)  
EPA 2.52 (PRV-XL)

**Arm Mount 4 @ 90°**  
EPA 1.63 (PRV)  
EPA 2.52 (PRV-XL)

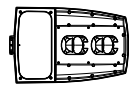


## Optical Configurations

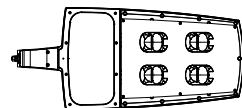
**PRV-C15**  
(7,100 Nominal Lumens)



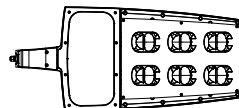
**PRV-C25/C40/C60**  
(13,100/17,100/20,000 Nominal Lumens)



**PRV-XL-C75/C100/C125**  
(26,100/31,000/36,300 Nominal Lumens)



**PRV-XL-C150/C175**  
(41,100/48,600 Nominal Lumens)



## Product Specifications

### Construction

- Single-piece die-cast aluminum housing
- Tethered die-cast aluminum door

### Optics

- Dark Sky Approved (3000K CCT and warmer only)
- Precision molded polycarbonate optics

### Electrical

- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion

- Class 1 electronic drivers have expected life of 100,000 hours with <1% failure rate
- 0-10V dimming driver is standard with leads external to the fixture

### Mounting

- Versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8"
- A knock-out on the standard mounting arm enables round pole mounting
- Prevail: 3G vibration rated
- Prevail XL Mast Arm: 3G vibration rated
- Prevail XL Standard Arm: 1.5G vibration rated

### Finish

- Five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness

### Shipping Data

- Prevail: 20 lbs. (9.09 kgs.)
- Prevail XL: 45 lbs. (20.41 kgs.)

## Energy and Performance Data

## Power and Lumens (PRV)

 [View PRV IES files](#)

| Light Engine             |              | C15      | C25      | C40      | C60      |
|--------------------------|--------------|----------|----------|----------|----------|
| Power (Watts)            |              | 52       | 96       | 131      | 153      |
| Input Current @ 120V (A) |              | 0.43     | 0.80     | 1.09     | 1.32     |
| Input Current @ 277V (A) |              | 0.19     | 0.35     | 0.48     | 0.57     |
| Input Current @ 347V (A) |              | 0.17     | 0.30     | 0.41     | 0.48     |
| Input Current @ 480V (A) |              | 0.12     | 0.22     | 0.30     | 0.35     |
| Distribution             |              |          |          |          |          |
| Type II                  | 4000K Lumens | 7,123    | 13,205   | 17,172   | 20,083   |
|                          | BUG Rating   | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 | B3-U0-G3 |
|                          | 3000K Lumens | 6,994    | 12,965   | 16,860   | 19,718   |
| Type III                 | 4000K Lumens | 7,111    | 13,183   | 17,144   | 20,050   |
|                          | BUG Rating   | B1-U0-G2 | B2-U0-G3 | B3-U0-G4 | B3-U0-G4 |
|                          | 3000K Lumens | 6,982    | 12,944   | 16,832   | 19,686   |
| Type IV                  | 4000K Lumens | 7,088    | 13,140   | 17,087   | 19,984   |
|                          | BUG Rating   | B1-U0-G3 | B2-U0-G4 | B2-U0-G4 | B3-U0-G5 |
|                          | 3000K Lumens | 6,959    | 12,901   | 16,777   | 19,621   |
| Type V                   | 4000K Lumens | 7,576    | 14,045   | 18,264   | 21,360   |
|                          | BUG Rating   | B3-U0-G3 | B4-U0-G3 | B4-U0-G4 | B5-U0-G4 |
|                          | 3000K Lumens | 7,438    | 13,790   | 17,932   | 20,972   |

## Lumen Maintenance

| Configuration             | TM-21 Lumen Maintenance (50,000 Hours) | Theoretical L70 (Hours) |
|---------------------------|----------------------------------------|-------------------------|
| Up to PRV-C60 at 25°C     | 91.30%                                 | 194,000                 |
| Up to PRV-C60 at 40°C     | 87.59%                                 | 134,000                 |
| Up to PRV-XL-C175 at 25°C | 91.40%                                 | 204,000                 |
| Up to PRV-XL-C175 at 40°C | 89.41%                                 | 158,000                 |

## Lumen Multiplier

| Ambient Temperature | Lumen Multiplier |
|---------------------|------------------|
| 10°C                | 1.02             |
| 15°C                | 1.01             |
| 25°C                | 1.00             |
| 40°C                | 0.99             |

## Power and Lumens (PRV-XL)

 [View PRV-XL IES files](#)

| Light Engine             |              | C75      | C100     | C125     | C150     | C175     |
|--------------------------|--------------|----------|----------|----------|----------|----------|
| Power (Watts)            |              | 176      | 217      | 264      | 285      | 346      |
| Input Current @ 120V (A) |              | 1.50     | 1.84     | 2.21     | 2.38     | 2.92     |
| Input Current @ 277V (A) |              | 0.66     | 0.82     | 0.97     | 1.04     | 1.25     |
| Input Current @ 347V (A) |              | 0.54     | 0.66     | 0.79     | 0.84     | 1.02     |
| Input Current @ 480V (A) |              | 0.40     | 0.48     | 0.57     | 0.62     | 0.74     |
| Distribution             |              |          |          |          |          |          |
| Type II                  | 4000K Lumens | 26,263   | 31,231   | 36,503   | 41,349   | 48,876   |
|                          | BUG Rating   | B3-U0-G3 | B3-U0-G4 | B4-U0-G4 | B4-U0-G4 | B4-U0-G5 |
|                          | 3000K Lumens | 25,786   | 30,664   | 35,840   | 40,598   | 47,989   |
| Type III                 | 4000K Lumens | 26,120   | 31,061   | 36,304   | 41,124   | 48,610   |
|                          | BUG Rating   | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 | B4-U0-G5 | B4-U0-G5 |
|                          | 3000K Lumens | 25,646   | 30,497   | 35,645   | 40,377   | 47,727   |
| Type IV                  | 4000K Lumens | 26,098   | 31,035   | 36,274   | 41,089   | 48,569   |
|                          | BUG Rating   | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 | B4-U0-G5 |
|                          | 3000K Lumens | 25,624   | 30,471   | 35,615   | 40,343   | 47,687   |
| Type V                   | 4000K Lumens | 28,129   | 33,450   | 39,097   | 44,287   | 52,349   |
|                          | BUG Rating   | B5-U0-G5 | B5-U0-G5 | B5-U0-G5 | B5-U0-G5 | B5-U0-G5 |
|                          | 3000K Lumens | 27,618   | 32,843   | 38,387   | 43,483   | 51,398   |

## Control Options

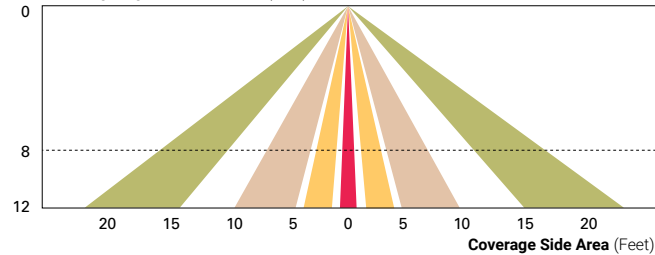
**0-10V (D)** The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

**Photocontrol** (PER and PER7) Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

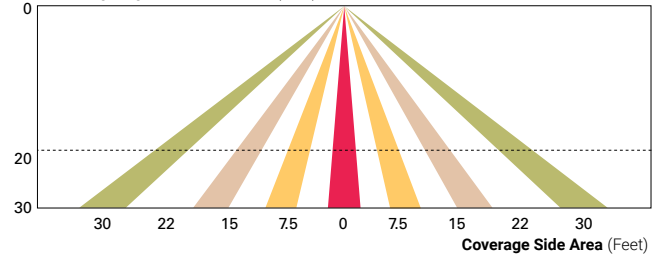
**Dimming Occupancy Sensor** (SPB, MSP and MS) These sensors are factory installed in the luminaire housing. When a sensor for dimming operation (/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five minutes of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation is selected, the luminaire will turn off after five minutes of no activity. The SPB is factory preset to dim down to 10% power with a time delay of five minutes. To reconfigure the SPB, the Sensor Configuration application by Wattstopper for iOS and Android devices is required to change factory default dimming level, time delay, sensitivity and other parameters.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for "dusk-to-dawn" control or "daylight harvesting". **Note:** For MSP sensors, the factory preset is ON (Enabled), and for MS sensors, the factory preset is OFF (Disabled). The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8'-40'.

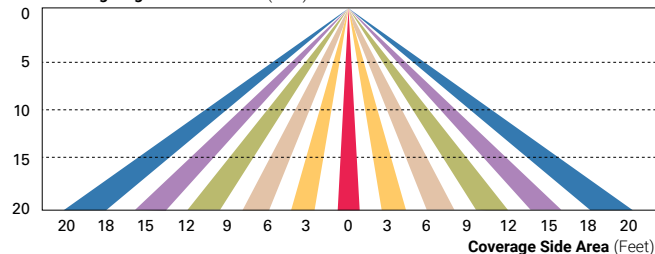
**For mounting heights from 8' to 12' (-L12)**



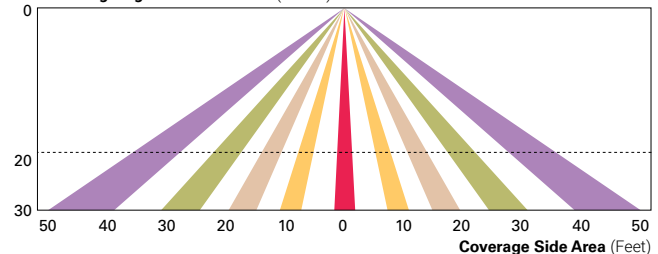
**For mounting heights from 12' to 30' (-L30)**



**For mounting heights from 9' to 20' (-L20)**



**For mounting heights from 21' to 40' (-L40W)**

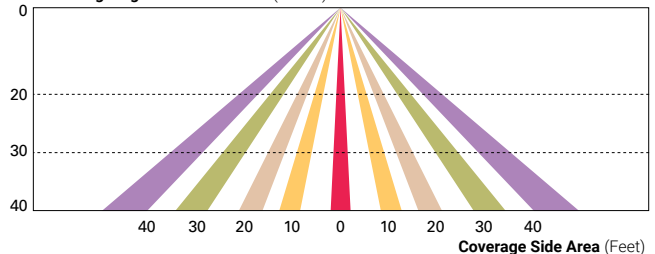


**WaveLinx Wireless Control and Monitoring System** Available in 7-PIN or 4-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

**WaveLinx Outdoor Control Module (WOLC-7P-10A)** A photocontrol that enables astronomical or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

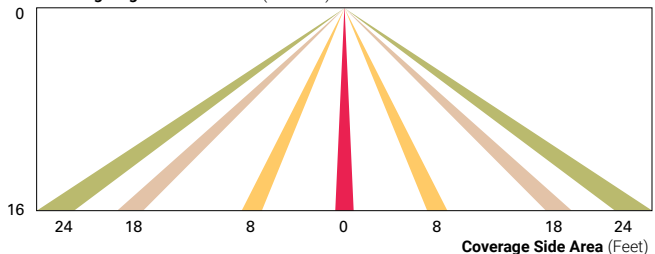
**WaveLinx Wireless Sensor (SWPD4 and SWPD5)** These outdoor sensors offer passive infrared (PIR) occupancy and a photocell for closed loop daylight sensing. These sensors can be factory installed or field-installed via simple, tool-less integration into luminaires equipped with the Zhaga Book 18 compliant 4-PIN receptacle (ZD or ZW). These sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or daylight harvesting that is factory-enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.

**For mounting heights from 16' to 40' (SWPD)**

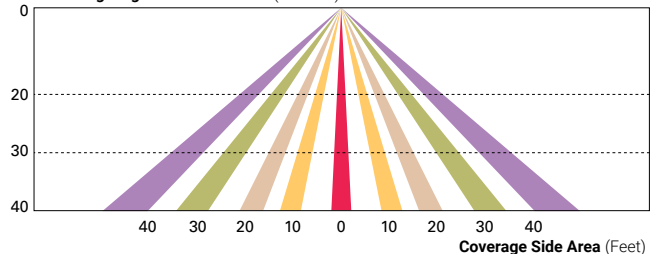


**Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)** The Enlighted System is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of other resources beyond lighting.

**For mounting heights from 8' to 16' (LWR-LW)**



**For mounting heights from 16' to 40' (LWR-LN)**



**LumenSafe (LD)** The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optimally designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

# Steel Poles



## RTS ROUND TAPERED STEEL

| Catalog #   |  | Type |
|-------------|--|------|
| Project     |  |      |
| Comments    |  | Date |
| Prepared by |  |      |

### FEATURES

- ASTM Grade steel base plate with ASTM A366 base cover
- Hand hole assembly 3" x 5" on RTS poles
- 20'-50' mounting heights
- Drilled or tenon (specify)

### DESIGN CONSIDERATIONS - VIBRATIONS AND NON-GROUND MOUNTED INSTALLATIONS

The information contained herein is for general guidance only and is not a replacement for professional judgment. Design considerations for wind-induced vibrations and non-ground mounted installations (e.g., installations on bridges or buildings) are not included in this document. Consult with a professional, and local and federal standards, before ordering to ensure product is appropriate for the intended purpose and installation location. Refer to the Cooper Lighting Solutions Light Pole White Paper for risk factors and design considerations. [Learn more.](#)

**NOTE:** The Limited Warranty for this product specifically excludes fatigue failure or similar damage resulting from vibration, harmonic oscillation or resonance.

Specifications and dimensions subject to change without notice. Consult your lighting representative at Cooper Lighting Solutions or visit [www.cooperlighting.com](http://www.cooperlighting.com) for available options, accessories and ordering information.

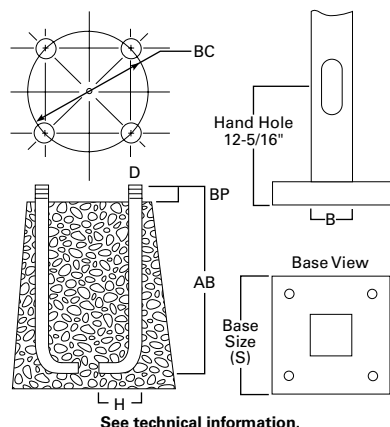
### ORDERING INFORMATION

**SAMPLE NUMBER:** RTS8A30SF2XXG

| Product Family          | Shaft Size (Inches) <sup>1</sup>       | Wall Thickness (Inches) | Mounting Height (Feet)                                             | Base Type           | Finish                                                                                                                                                                                               | Mounting Type                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Number and Location of Arms                                                                                         | Arm Lengths (Feet)                               | Options (Add as Suffix)                                                                                                                                                                                                        |
|-------------------------|----------------------------------------|-------------------------|--------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RTS=Round Tapered Steel | 6=6"<br>7=7"<br>8=8"<br>9=9"<br>10=10" | A=0.120"<br>D=0.180"    | 20=20'<br>25=25'<br>30=30'<br>35=35'<br>39=39'<br>45=45'<br>50=50' | S=Square Steel Base | F=Dark Bronze<br>G=Galvanized Steel<br>J=Summit White<br>K=Carbon Bronze<br>L=Dark Platinum<br>R=Hartford Green<br>S=Silver<br>T=Graphite Metallic<br>V=Grey<br>W=White<br>X=Custom Color<br>Y=Black | 2=2-3/8" O.D. Tenon (4" Long)<br>3=3-1/2" O.D. Tenon (5" Long)<br>4=4" O.D. Tenon (6" Long)<br>9=3" O.D. Tenon (4" Long)<br>6=2-3/8" O.D. Tenon (6" Long)<br>7=4" O.D. Tenon (10" Long)<br>A=Type A Drilling<br>C=Type C Drilling<br>E=Type E Drilling<br>F=Type F Drilling<br>G=Type G Drilling<br>J=Type J Drilling<br>K=Type K Drilling<br>M=Type M Drilling<br>N=Type N Drilling<br>R=Type R Drilling<br>S=Standard Upsweep Arm <sup>6</sup><br>Z=Type Z Drilling | 1=Single<br>2=2 at 180°<br>3=Triple <sup>2</sup><br>4=4 at 90°<br>5=2 at 90°<br>6=3 at 90°<br>7=2 at 120°<br>X=None | X=None<br>2=2'<br>3=2.5'<br>4=4'<br>6=6'<br>8=8' | A=1/2" Tapped Hub <sup>3</sup><br>B=3/4" Tapped Hub <sup>3</sup><br>C=Convenience Outlet <sup>4</sup><br>E=GFCI Convenience Outlet <sup>4</sup><br>G=Ground Lug<br>H=Additional Hand Hole <sup>5</sup><br>V=Vibration Dampener |

**NOTES:** 1. All shaft sizes nominal. 2. Square poles are 3 at 90°, round poles are 3 at 120°. 3. Tapped Hub is located 5' below the pole top and on the same side of pole as hand hole, unless specified otherwise. 4. Outlet is located 4' above base and on same side of pole as hand hole, unless specified otherwise. Receptacle not included, provision only. 5. Additional hand hole is located 12" below pole top and 90° from standard hand hole location, unless otherwise specified. 6. Arm must be ordered separately.

### ANCHORAGE DATA



| Pole    | Template Number | Bolt Number | Bolt Circle (inches) | Number of Bolts | Bolt Size (inches) |
|---------|-----------------|-------------|----------------------|-----------------|--------------------|
| RTS6A20 | TMP4            | AB1         | 11.0                 | 4               | 3/4 x 25 x 3       |
| RTS7A25 | TMP4            | AB1         | 11.0                 | 4               | 3/4 x 25 x 3       |
| RTS8A30 | TMP5            | AB3         | 12.5                 | 4               | 1 x 36 x 4         |
| RTS8A35 | TMP5            | AB3         | 12.5                 | 4               | 1 x 36 x 4         |
| RTS9D35 | TMP5            | AB3         | 12.5                 | 4               | 1 x 36 x 4         |
| RTS9A39 | TMP5            | AB3         | 12.5                 | 4               | 1 x 36 x 4         |
| RTS9D39 | TMP5            | AB3         | 12.5                 | 4               | 1 x 36 x 4         |
| RTS0A45 | TMP6            | AB3         | 13.5                 | 4               | 1 x 36 x 4         |
| RTS0D45 | TMP7            | AB5         | 13.5                 | 4               | 1-1/4 x 42 x 6     |
| RTS0A50 | TMP6            | AB3         | 13.5                 | 4               | 1 x 36 x 4         |
| RTS0D50 | TMP7            | AB5         | 13.5                 | 4               | 1-1/4 x 42 x 6     |

**Effective Projected Area (At Pole Top)**

| Mounting Height (Feet) | Catalog Number <sup>1,2</sup> | Wall Thickness (Inches) | Base Square <sup>3</sup> (Inches) | Bolt Circle Diameter (Inches) | Anchor Bolt Projection <sup>3</sup> (Inches) | Shaft Taper <sup>3</sup> (Inches) | Anchor Bolt Diameter x Length x Hook (Inches) | Net Weight (Pounds) | Maximum Effective Projected Area (Square Feet) <sup>4</sup> |        |         |         | Max. Fixture Load - Includes Bracket (Pounds) |
|------------------------|-------------------------------|-------------------------|-----------------------------------|-------------------------------|----------------------------------------------|-----------------------------------|-----------------------------------------------|---------------------|-------------------------------------------------------------|--------|---------|---------|-----------------------------------------------|
| MH                     |                               |                         | S                                 | BC                            | BP                                           | B                                 | D x AB x H                                    |                     | 80 mph                                                      | 90 mph | 100 mph | 110 mph |                                               |
| 20                     | RTS6A20S                      | 0.120                   | 10-1/2                            | 11                            | 4-1/2                                        | 6.3 x 3.5                         | 3/4 x 25 x 3                                  | 145                 | 19.6                                                        | 15.0   | 11.6    | 9.5     | 100                                           |
| 25                     | RTS7A25S                      | 0.120                   | 10-1/2                            | 11                            | 4-1/2                                        | 7.0 x 3.5                         | 3/4 x 25 x 3                                  | 187                 | 14.7                                                        | 11.0   | 8.6     | 6.8     | 200                                           |
| 30                     | RTS8A30S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 7.7 x 3.5                         | 1 x 36 x 4                                    | 254                 | 18.0                                                        | 13.5   | 10.5    | 8.4     | 300                                           |
| 35                     | RTS8A35S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.4 x 3.5                         | 1 x 36 x 4                                    | 305                 | 16.1                                                        | 11.9   | 9.1     | 7.2     | 300                                           |
| 35                     | RTS9D35S                      | 0.180                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.4 x 3.5                         | 1 x 36 x 4                                    | 452                 | 20.5                                                        | 15.4   | 12.0    | 9.6     | 300                                           |
| 39                     | RTS9A39S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.9 x 3.5                         | 1 x 36 x 4                                    | 347                 | 14.5                                                        | 10.7   | 8.1     | 6.2     | 300                                           |
| 39                     | RTS9D39S                      | 0.180                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.9 x 3.5                         | 1 x 36 x 4                                    | 516                 | 16.9                                                        | 12.5   | 9.6     | 7.5     | 300                                           |
| 45                     | RTS0A45S <sup>5</sup>         | 0.120                   | 13-1/2                            | 13-1/2                        | 5                                            | 10.2 x 4.2                        | 1 x 36 x 4                                    | 466                 | 14.5                                                        | 10.1   | 7.7     | 5.8     | 300                                           |
| 45                     | RTS0D45S <sup>5</sup>         | 0.180                   | 13-1/2                            | 13-1/2                        | 6                                            | 10.2 x 4.2                        | 1-1/4 x 42 x 6                                | 670                 | 27.0                                                        | 20.5   | 16.1    | 13.0    | 300                                           |
| 50                     | RTS0A50S <sup>5</sup>         | 0.120                   | 13-1/2                            | 13-1/2                        | 5                                            | 10.2 x 3.5                        | 1 x 36 x 4                                    | 490                 | 7.4                                                         | 4.9    | 3.3     | 2.2     | 400                                           |
| 50                     | RTS0D50S <sup>5</sup>         | 0.180                   | 13-1/2                            | 13-1/2                        | 6                                            | 10.2 x 3.5                        | 1-1/4 x 42 x 6                                | 704                 | 19.8                                                        | 14.7   | 11.2    | 8.6     | 400                                           |

**Effective Projected Area (Two Feet Above Pole Top)**

| Mounting Height (Feet) | Catalog Number <sup>1,2</sup> | Wall Thickness (Inches) | Base Square <sup>3</sup> (Inches) | Bolt Circle Diameter (Inches) | Anchor Bolt Projection <sup>3</sup> (Inches) | Shaft Taper <sup>3</sup> (Inches) | Anchor Bolt Diameter x Length x Hook (Inches) | Net Weight (Pounds) | Maximum Effective Projected Area (Square Feet) <sup>4</sup> |        |         |         | Max. Fixture Load - Includes Bracket (Pounds) |
|------------------------|-------------------------------|-------------------------|-----------------------------------|-------------------------------|----------------------------------------------|-----------------------------------|-----------------------------------------------|---------------------|-------------------------------------------------------------|--------|---------|---------|-----------------------------------------------|
| MH                     |                               |                         | S                                 | BC                            | BP                                           | B                                 | D x AB x H                                    |                     | 80 mph                                                      | 90 mph | 100 mph | 110 mph |                                               |
| 20                     | RTS6A20S                      | 0.120                   | 10-1/2                            | 11                            | 4-1/2                                        | 6.3 x 3.5                         | 3/4 x 25 x 3                                  | 145                 | 17.4                                                        | 13.4   | 10.4    | 8.4     | 100                                           |
| 25                     | RTS7A25S                      | 0.120                   | 10-1/2                            | 11                            | 4-1/2                                        | 7.0 x 3.5                         | 3/4 x 25 x 3                                  | 187                 | 13.7                                                        | 10.0   | 7.8     | 6.2     | 200                                           |
| 30                     | RTS8A30S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 7.7 x 3.5                         | 1 x 36 x 4                                    | 254                 | 16.7                                                        | 12.6   | 9.7     | 7.7     | 300                                           |
| 35                     | RTS8A35S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.4 x 3.5                         | 1 x 36 x 4                                    | 305                 | 15.1                                                        | 11.2   | 8.6     | 6.7     | 300                                           |
| 35                     | RTS9D35S                      | 0.180                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.4 x 3.5                         | 1 x 36 x 4                                    | 452                 | 19.5                                                        | 14.6   | 11.3    | 9.0     | 300                                           |
| 39                     | RTS9A39S                      | 0.120                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.9 x 3.5                         | 1 x 36 x 4                                    | 347                 | 13.8                                                        | 10.1   | 7.6     | 5.9     | 300                                           |
| 39                     | RTS9D39S                      | 0.180                   | 12-1/2                            | 12-1/2                        | 5                                            | 8.9 x 3.5                         | 1 x 36 x 4                                    | 516                 | 16.1                                                        | 11.9   | 9.1     | 7.1     | 300                                           |
| 45                     | RTS0A45S <sup>5</sup>         | 0.120                   | 13-1/2                            | 13-1/2                        | 5                                            | 10.2 x 4.2                        | 1 x 36 x 4                                    | 466                 | 13.2                                                        | 9.8    | 7.3     | 5.6     | 300                                           |
| 45                     | RTS0D45S <sup>5</sup>         | 0.180                   | 13-1/2                            | 13-1/2                        | 6                                            | 10.2 x 4.2                        | 1-1/4 x 42 x 6                                | 670                 | 26.0                                                        | 19.8   | 15.5    | 12.4    | 300                                           |
| 50                     | RTS0A50S <sup>5</sup>         | 0.120                   | 13-1/2                            | 13-1/2                        | 5                                            | 10.2 x 3.5                        | 1 x 36 x 4                                    | 490                 | 7.1                                                         | 4.7    | 3.7     | 2.1     | 400                                           |
| 50                     | RTS0D50S <sup>5</sup>         | 0.180                   | 13-1/2                            | 13-1/2                        | 6                                            | 10.2 x 3.5                        | 1-1/4 x 42 x 6                                | 704                 | 19.0                                                        | 14.1   | 10.7    | 8.3     | 400                                           |

## NOTES:

1. Catalog number includes pole with hardware kit. Anchor bolts not included. Before installing, make sure proper anchor bolts and templates are obtained.

2. Tenon size or machining for rectangular arms must be specified. Hand hole position relative to drill location.

3. Shaft size, base square, anchor bolts and projections may vary slightly. All dimensions nominal.

4. EPAs based on shaft properties with wind normal to flat. EPAs calculated using base wind velocity as indicated plus 30% gust factor.

5. Two-piece pole.

**VIBRATION**

Vibrations may cause damage to structures, including poles. Vibrations are unpredictable, and there are many factors and variables that can cause damaging vibrations. Many wind conditions exist that can create damaging vibrations to poles and luminaires, such as constant winds between 10-30 mph. Although all pole types can experience vibration, straight square poles seem to be most prone. Vibration dampers and/or a round tapered design may be used to mitigate damage from vibrations, but there is no guarantee damaging vibrations will be prevented. Vibration dampers are not included with this pole but can be ordered separately. Consult with a professional, and local and federal standards, to ensure this pole is appropriate for the intended purpose and installation location. Refer to Cooper Lighting Solutions' Light Pole White Paper for risk factors and design considerations.

**MAINTENANCE**

Perform inspections periodically. A prudent inspection schedule would be: one week after installation, one month after installation, yearly after installation, and following any major wind event. During the inspection, check the poles for cracks. If cracks are detected, remedial action is required. Recheck anchor bolt torques and re-tighten according to the recommended torque values. Check for missing covers and pole caps and replace as necessary. Check the pole for corrosion and deterioration of the finish. Should there be corrosion or deterioration, take remedial action to correct.

**WARNING:** Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to pole white paper WP513001EN for additional support information. Before installing, make sure proper anchor bolts and templates are obtained. The use of unauthorized accessories such as banners, signs, cameras or pennants for which the pole was not designed voids the pole warranty and may result in pole failure causing serious injury or property damage. Information regarding total loading capacity can be supplied upon request. The pole warranty is void unless poles are used and installed as a complete pole and luminaire combination. This warranty specifically excludes failure as the result of a third party act or omission, misuse, unanticipated uses, fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product.

Specifications and dimensions subject to change without notice. Consult your lighting representative at Cooper Lighting Solutions or visit [www.cooperlighting.com](http://www.cooperlighting.com) for available options, accessories and ordering information.

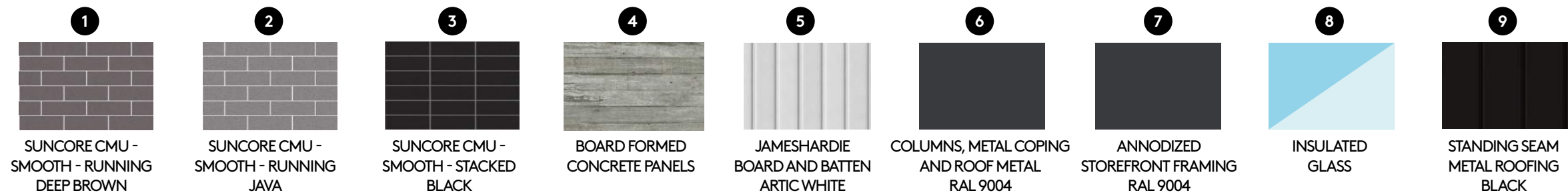
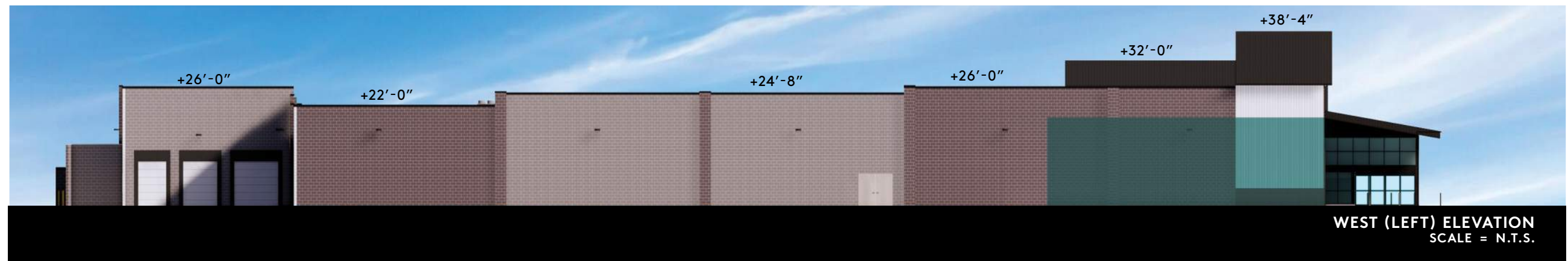
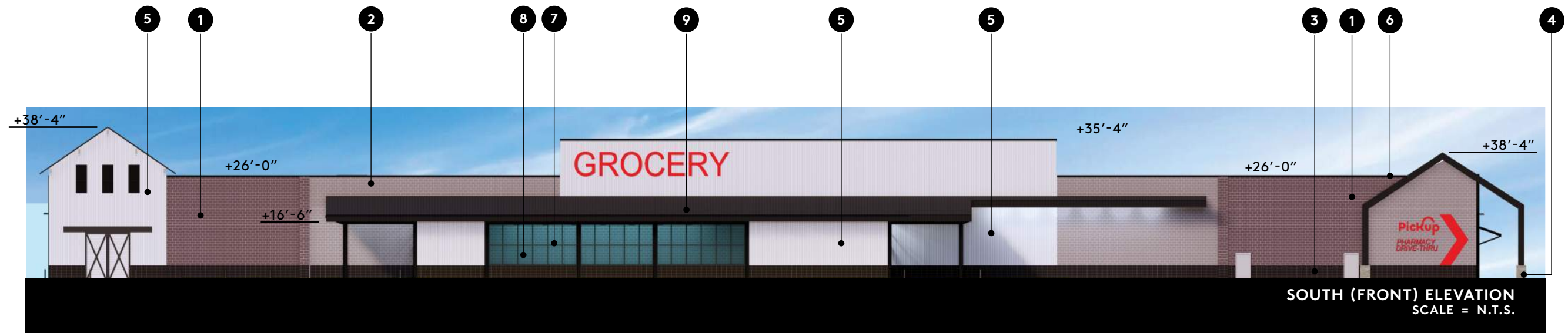
EXHIBIT 'F'  
(Anchor Tenant Architectural Elevations)





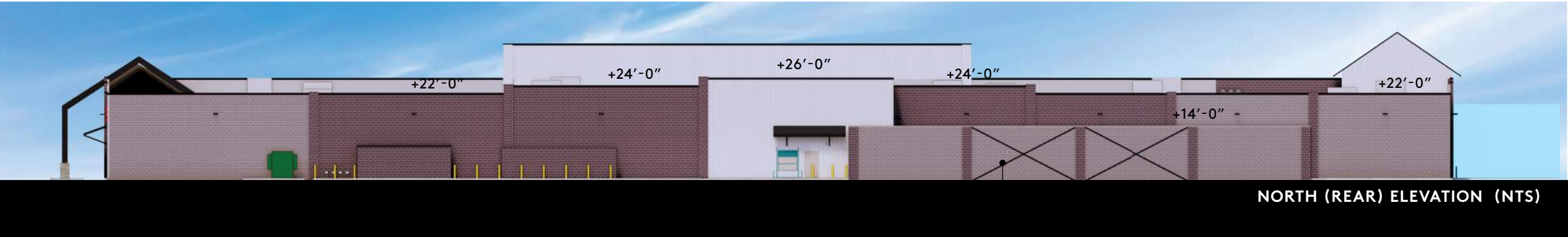






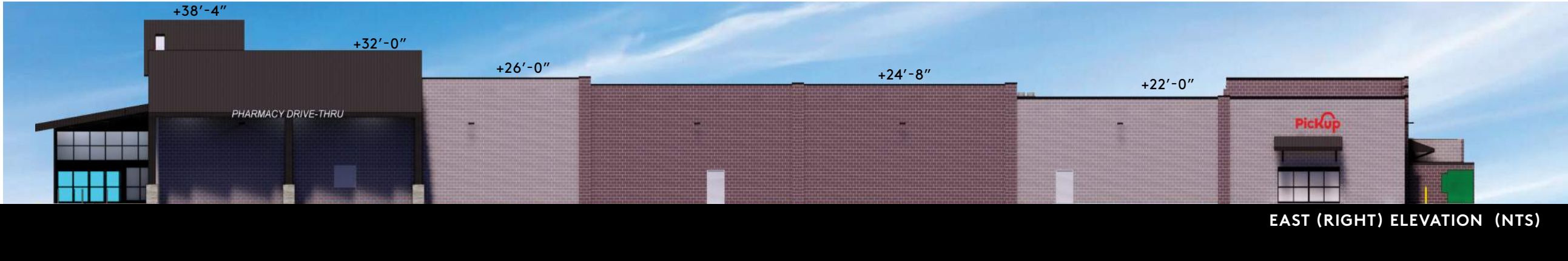
## ELEVATION MATERIALS AND DIMENSIONS

SMITH'S FOOD STORE

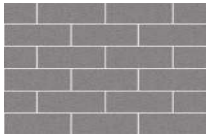
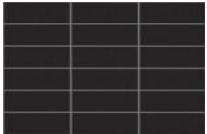


NORTH (REAR) ELEVATION (NTS)

STEEL BRACE ACCENT

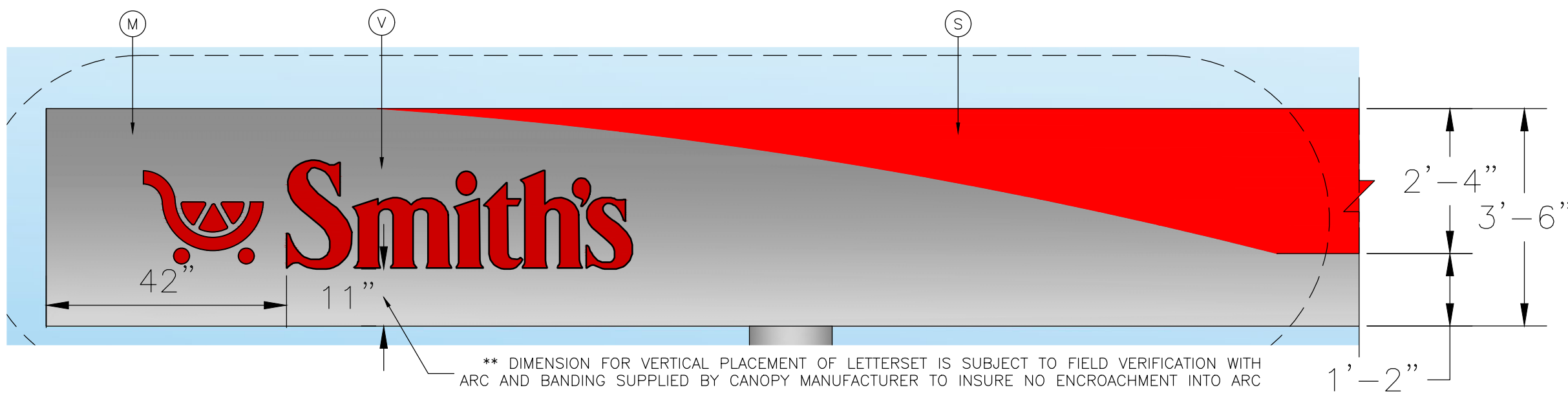


EAST (RIGHT) ELEVATION (NTS)

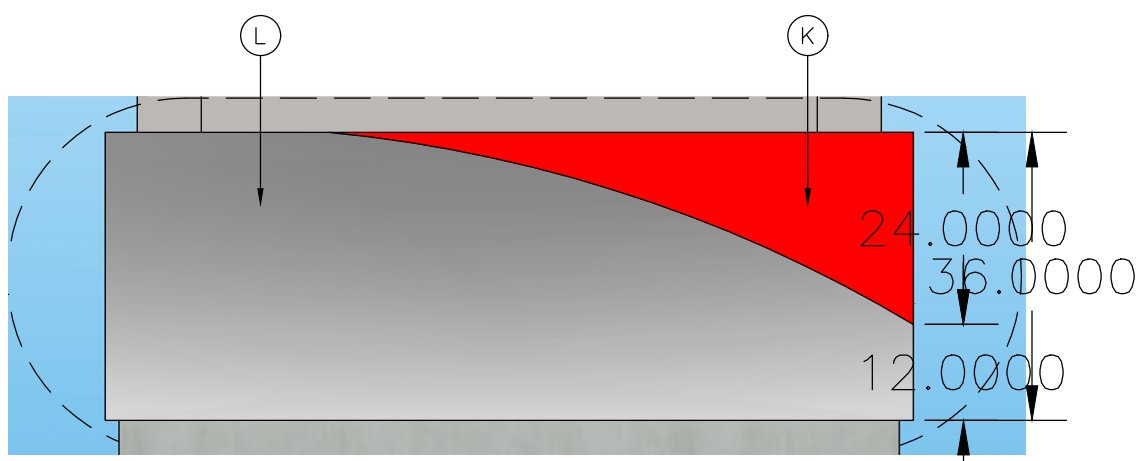
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|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1                                                                                   | 2                                                                                   | 3                                                                                    | 4                                                                                     | 5                                                                                     | 6                                                                                     | 7                                                                                     | 8                                                                                     | 9                                                                                     |
|  |  |  |  |  |  |  |  |  |
| SUNCORE CMU -<br>SMOOTH - RUNNING<br>DEEP BROWN                                     | SUNCORE CMU -<br>SMOOTH - RUNNING<br>JAVA                                           | SUNCORE CMU -<br>SMOOTH - STACKED<br>BLACK                                           | BOARD FORMED<br>CONCRETE PANELS                                                       | JAMESHARDIE<br>BOARD AND BATTEN<br>ARTIC WHITE                                        | COLUMNS, METAL COPING<br>AND ROOF METAL<br>RAL 9004                                   | ANNODIZED<br>STOREFRONT FRAMING<br>RAL 9004                                           | INSULATED<br>GLASS                                                                    | STANDING SEAM<br>METAL ROOFING<br>BLACK                                               |

ELEVATION MATERIALS AND DIMENSIONS  
SMITH'S FOOD STORE

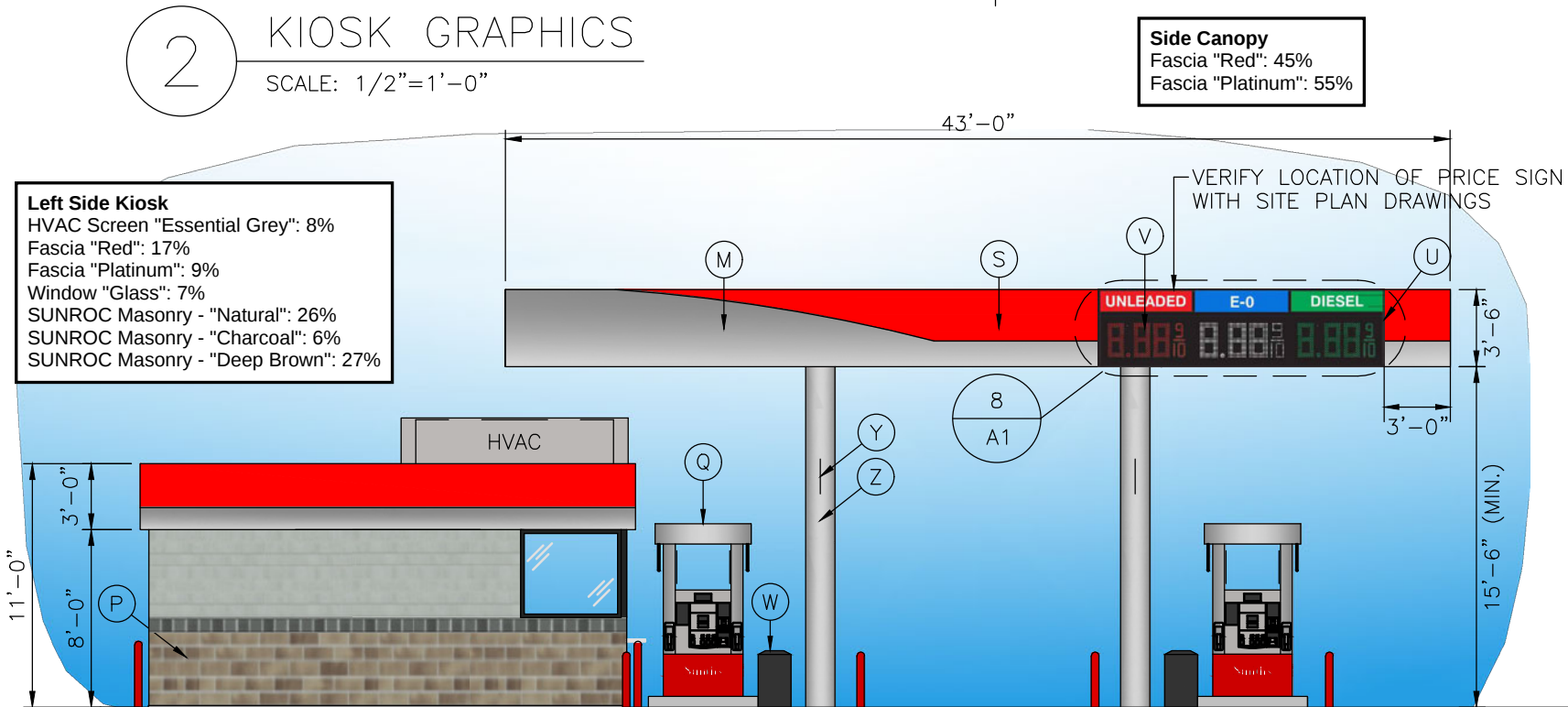
EXHIBIT 'G'  
Anchor Tenant Fuel Center Architectural Elevations



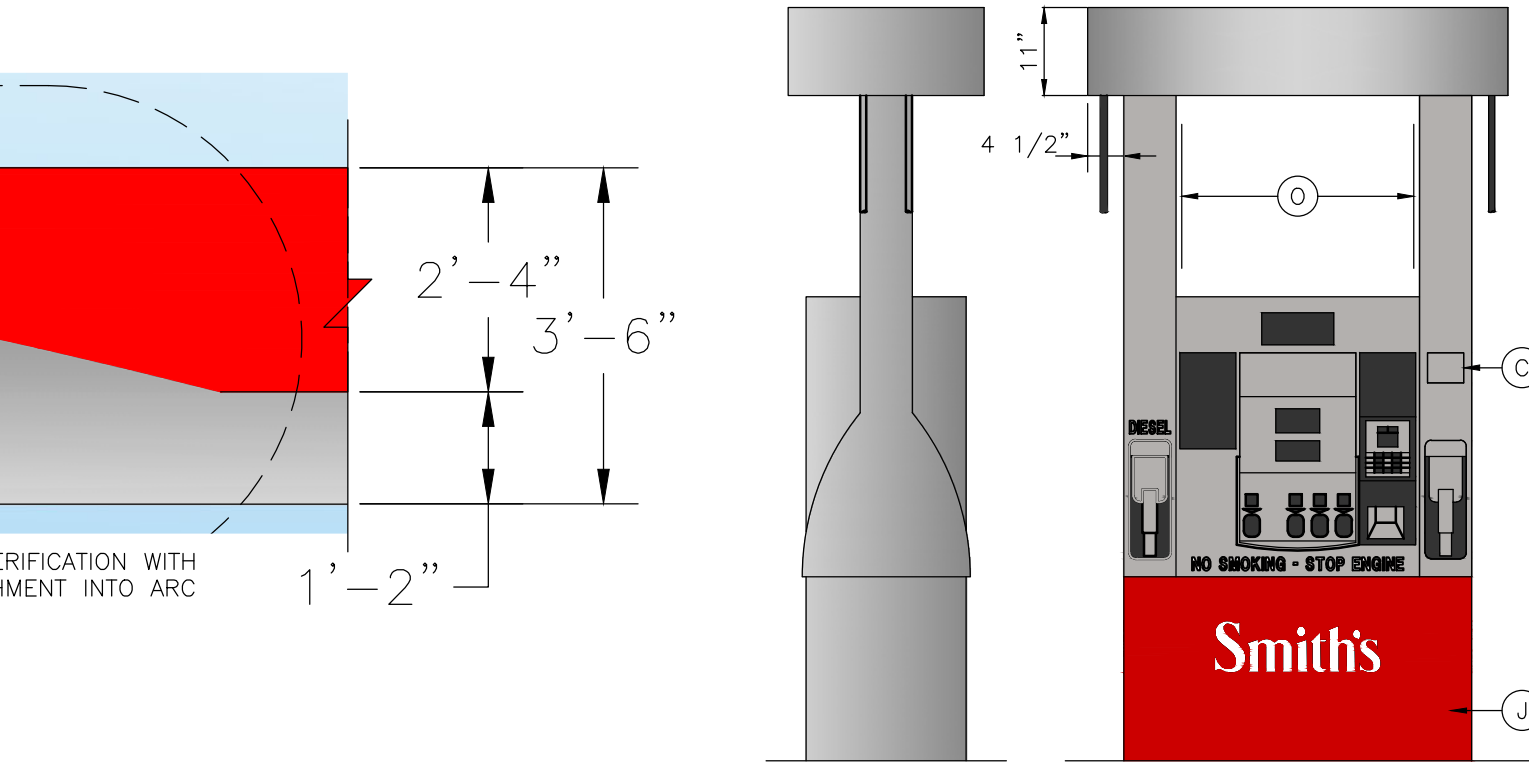
1 CANOPY GRAPHICS  
SCALE: 1/2"=1'-0"



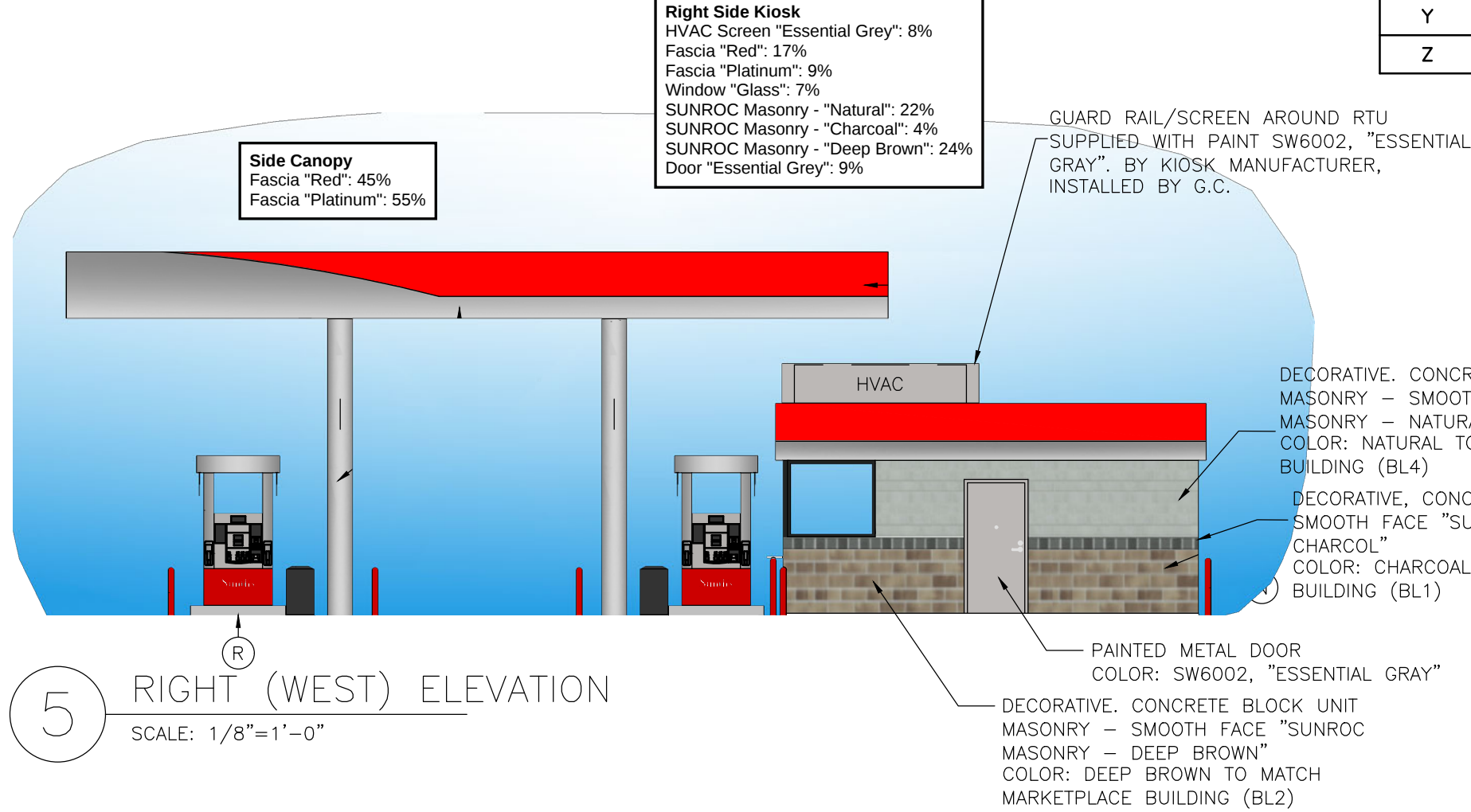
2 KIOSK GRAPHICS  
SCALE: 1/2"=1'-0"



4 LEFT (EAST) ELEVATION  
SCALE: 1/8"=1'-0"



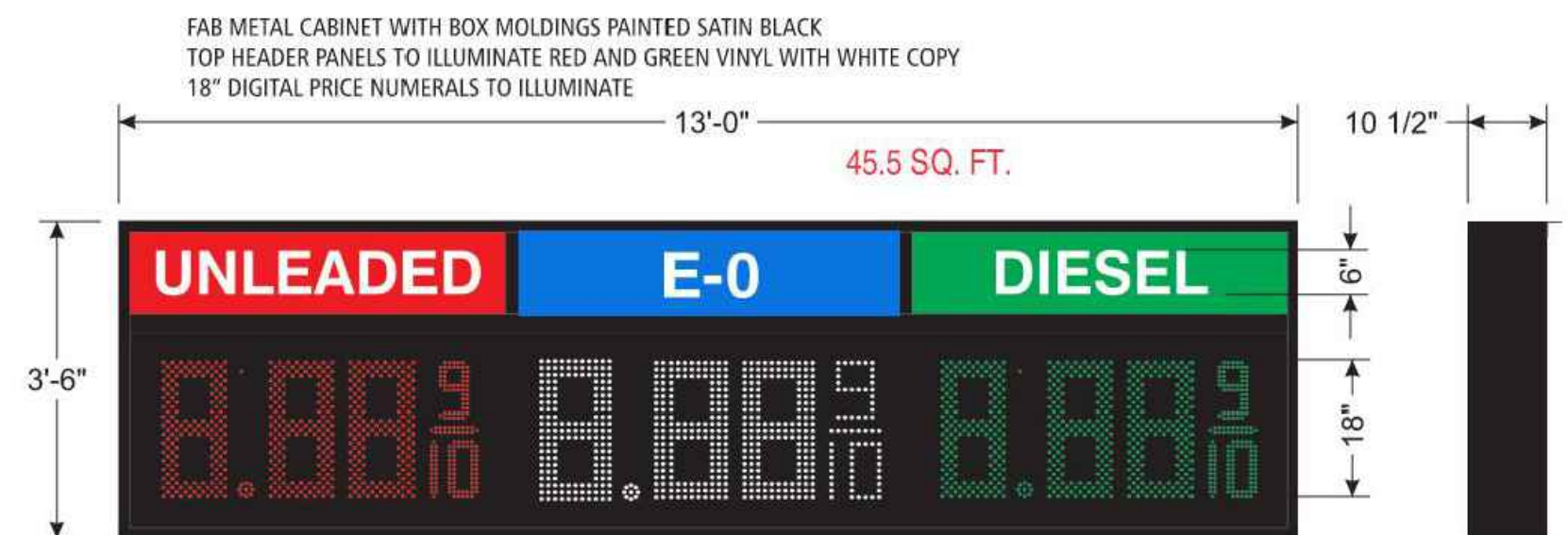
3 DISPENSER ELEVATION  
SCALE: 1/2"=1'-0"



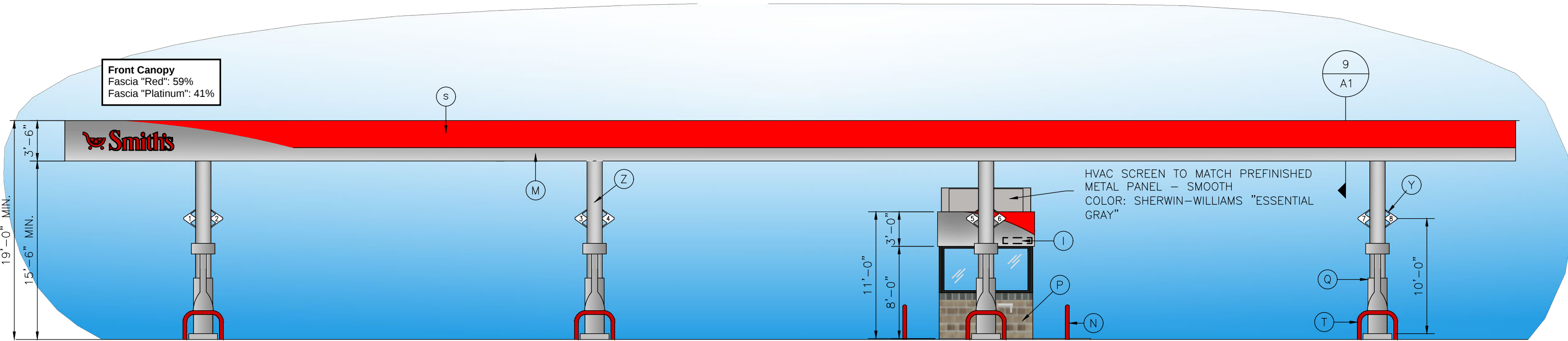
5 RIGHT (WEST) ELEVATION  
SCALE: 1/8"=1'-0"

#### EQUIPMENT SCHEDULE

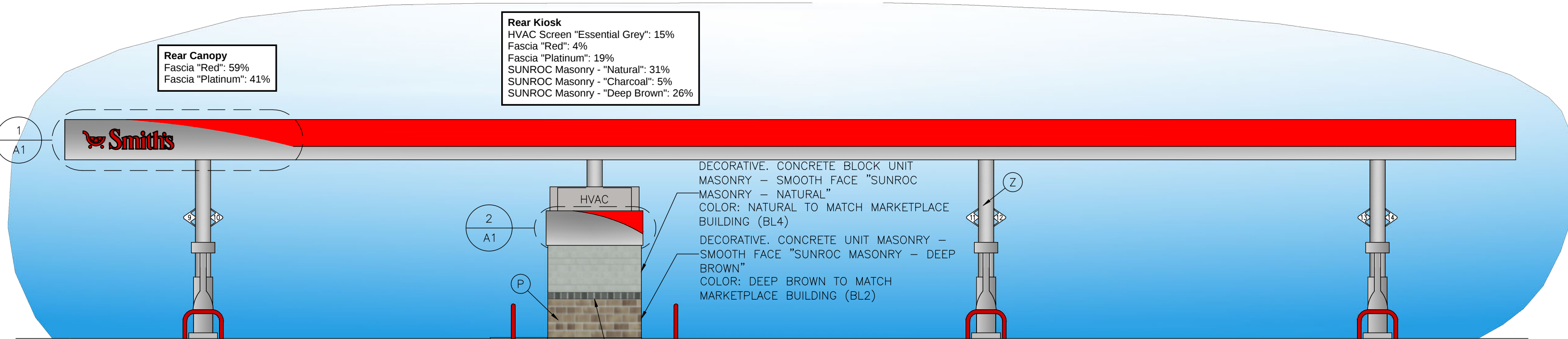
| ITEM | DESCRIPTION                                                                        | COLOR                     | MANUFACTURER           | MODEL | FURNISHED BY           | INSTALLED BY           |
|------|------------------------------------------------------------------------------------|---------------------------|------------------------|-------|------------------------|------------------------|
| A    | NOT USED                                                                           |                           |                        |       |                        |                        |
| B    | NOT USED                                                                           |                           |                        |       |                        |                        |
| C    | STATIC WARNING DECAL                                                               |                           | WAYNE                  |       | DISPENSER MANUFACTURER | DISPENSER MANUFACTURER |
| D    | NOT USED                                                                           |                           |                        |       |                        |                        |
| E    | NOT USED                                                                           |                           |                        |       |                        |                        |
| F    | NOT USED                                                                           |                           |                        |       |                        |                        |
| G    | NOT USED                                                                           |                           |                        |       |                        |                        |
| H    | NOT USED                                                                           |                           |                        |       |                        |                        |
| I    | PRE-CUT BLACK VINYL ADDRESS DECALS PER LOCAL AUTHORITY SPECIFICATIONS, IF REQUIRED |                           |                        |       | GENERAL CONTRACTOR     | GENERAL CONTRACTOR     |
| J    | DISPENSER DOOR GRAPHICS                                                            | RED WITH WHITE LETTERS    | WAYNE                  |       | DISPENSER MANUFACTURER | DISPENSER MANUFACTURER |
| K    | KIOSK FASCIA                                                                       | RED                       |                        |       | KIOSK FABRICATOR       | KIOSK FABRICATOR       |
| L    | KIOSK FASCIA                                                                       | PLATINUM                  |                        |       | KIOSK FABRICATOR       | KIOSK FABRICATOR       |
| M    | CANOPY FASCIA                                                                      | PLATINUM                  |                        |       | CANOPY FABRICATOR      | CANOPY FABRICATOR      |
| N    | 6" DIAMETER BOLLARD - G.C. TO PAINT                                                | SAFETY RED                |                        |       | GENERAL CONTRACTOR     | GENERAL CONTRACTOR     |
| O    | HEALTH AND SAFETY DECALS                                                           |                           | WAYNE                  |       | DISPENSER MANUFACTURER | GENERAL CONTRACTOR     |
| P    | KIOSK (WALL)/ COLUMN BASE                                                          | DECORATIVE CONCRETE BLOCK |                        |       | GENERAL CONTRACTOR     | GENERAL CONTRACTOR     |
| Q    | DISPENSER                                                                          |                           | WAYNE                  |       | OWNER                  | GENERAL CONTRACTOR     |
| R    | ISLAND FORMS                                                                       |                           | RIVERSIDE              |       | OWNER                  | GENERAL CONTRACTOR     |
| S    | CANOPY FASCIA                                                                      | RED                       |                        |       | CANOPY FABRICATOR      | CANOPY FABRICATOR      |
| T    | U-SHAPED BOLLARD - G.C. TO PAINT                                                   | SAFETY RED                | OPW                    |       | OWNER                  | GENERAL CONTRACTOR     |
| U    | PRICE SIGN, SEE DETAIL 8, THIS SHEET                                               |                           | LANDMARK SIGN ALLIANCE |       | OWNER                  | SIGN INSTALLER         |
| V    | ILLUMINATED CHANNEL LETTERS                                                        |                           | DUALITE                |       | OWNER                  | SIGN INSTALLER         |
| W    | WASTE RECEPTACLE/WINDSHIELD SERVICE CENTER                                         |                           | DCI MARKETING          |       | OWNER                  | GENERAL CONTRACTOR     |
| X    | NOT USED                                                                           |                           |                        |       |                        |                        |
| Y    | PUMP NUMBER FLAG                                                                   |                           |                        |       | CANOPY FABRICATOR      | GENERAL CONTRACTOR     |
| Z    | CANOPY COLUMNS - G.C. TO PAINT                                                     | ESSENTIAL GREY            |                        |       | GENERAL CONTRACTOR     | GENERAL CONTRACTOR     |



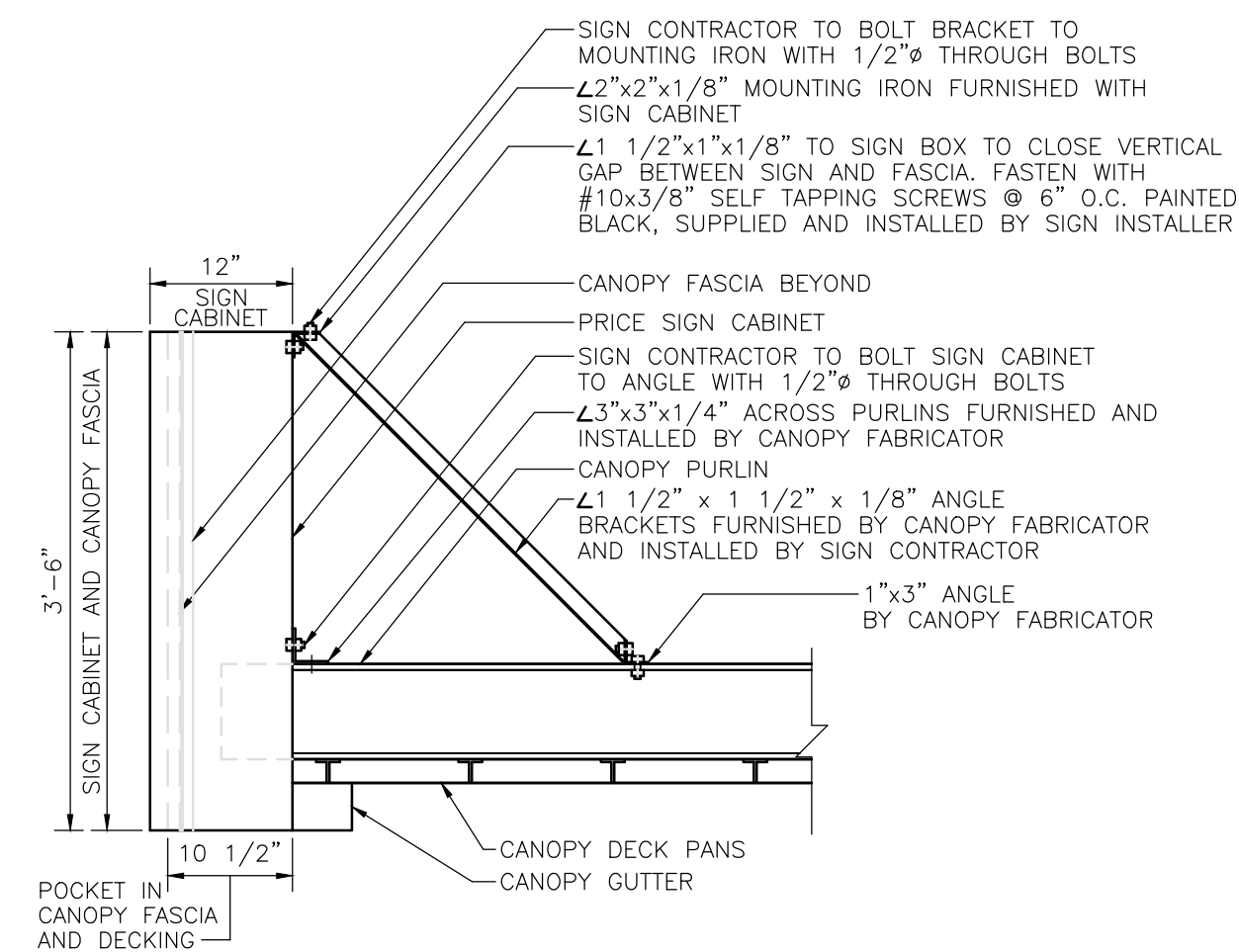
8 CANOPY PRICE SIGN GRAPHICS  
SCALE: 1/2"=1'-0"



6 FRONT (NORTH) ELEVATION  
SCALE: 1/8"=1'-0"



7 REAR (SOUTH) ELEVATION  
SCALE: 1/8"=1'-0"



9 SECTION AT CANOPY SIGN  
NOT TO SCALE

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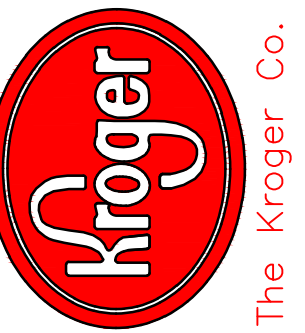
NOTE TO CONTRACTOR:  
THIS SET OF DRAWINGS AND DOCUMENTS IS INTENDED AS A SET OF GUIDELINES FOR THE PROJECT AND ARE INTENDED TO BE USED IN CONJUNCTION WITH A SET OF CONSTRUCTION SPECIFICATIONS TO BE SUPPLIED BY OWNER. THEY MUST BE READ TO INCORPORATE ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES INCLUDING FEDERAL A.D.A. REQUIREMENTS. THIS SET ASSUMES THAT THERE ARE NO UNUSUAL SOIL CONDITIONS OR WIND LOADS. THE FAILURE OF THIS CONDITION MAY REQUIRE SIGNIFICANT CHANGES TO THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFORM TO ALL APPLICABLE CODES AND TO INFORM THE OWNERS/ARCHITECTS OF ANY QUESTIONS OR CLARIFICATIONS WHICH ARE DESIRED. CONTRACTORS SHALL ALSO VISIT THE SITE BEFORE BIDDING. CONTRACTORS ARE REQUIRED TO KNOW ALL OBSERVABLE CONDITIONS AND APPLICABLE CODES.

**Smith's**  
FOOD & DRUG STORES  
1550 South Redwood Road  
Salt Lake City, Utah 84104  
Telephone (801) 974-1400  
Attn: Roger Gough / Lucia Rodriguez  
**#141**  
Hooper, Utah

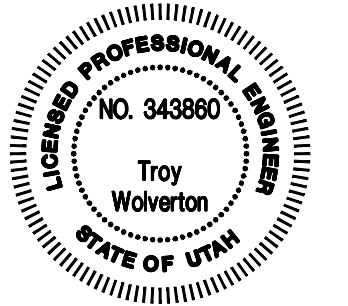


1385 West 2000 South, Suite 300  
Salt Lake City, Utah 84119  
(801) 521-8559 - awwa.com

**Smith's**



The Kroger Co.  
Denver, CO 80236  
Fax: (303) 715-5905



#### REVISIONS

| No. | DESCRIPTION | DRAWN BY | DATE |
|-----|-------------|----------|------|
|     |             |          |      |
|     |             |          |      |
|     |             |          |      |
|     |             |          |      |

|              |                          |
|--------------|--------------------------|
| Project #:   |                          |
| Designed By: |                          |
| Drawn By:    | DC                       |
| Checked By:  |                          |
| Date:        | 12 Jun, 2026             |
| Scale:       | FULL                     |
| Disk File:   | SMC141 Exterior Elev.dwg |
| Model:       | 7MPD                     |

Address:  

EXTERIOR ELEVATIONS AND SIGNAGE

Drawing No.: A1

EXHIBIT 'H'  
(Sign Plans)



EXHIBIT 'I'  
(Off-site Public Improvement / Road Widening)

## EXHIBIT ‘J’

### Utility Infrastructure

EXHIBIT 'K'

(Hooper Crossing Development Standards)

# **Design Standards**

**Hooper Crossing Development**

**Hooper City, Weber County, Utah**

**August 2026**

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## **A. Introduction**

The Master Development Agreement (MDA) for the Hooper Crossing Development (Project) was developed with the ability to adapt with flexibility to the changing market, and to cultural and commercial conditions during the course of the Project build-out. While the MDA allows a high degree of flexibility in layout and distribution of land uses throughout the site, the standards set forth herein (Design Standards) incorporate additional detail to guide development of the Project.

## **B. Project Standards**

### **1. Design Review Committee**

Residential land within the Project will be subject to Covenants, Conditions and Restrictions (CC&Rs). The CC&R will establish a Design Review Committee (DRC), which DRC will make decisions by referring to the Design Standards but shall have the ability to reject any land use, building type or architectural elevations in accordance with the terms and conditions of the CC&Rs and Design Standards. The intent of the DRC is to ensure that the property is developed in a way that meets or exceeds the standards established by the MDA and to ensure a cohesive and quality development.

### **2. Purpose & Intent**

These Design Standards will govern the site development, architectural, and landscape concepts for neighborhoods within the Project boundaries. Specific issues not addressed by the standards in Section C of these Design Standards will be subject to the applicable provisions of the Hooper Crossing Master Development Agreement (MDA) unless otherwise noted.

### **3. Modification of Design Standards**

The Design Standards are subject to change when the Master Developer determines such changes are in the best interests of the Project. Any change in these standards shall be in writing or documented and shall be at the sole discretion of the Master Developer. Notwithstanding the foregoing, any modification of the Design Standards by the Master Developer will not change the Project Standards without the City's consent.

## C. Residential Building & Site Standards

### 1. Scope & Authority

The Administrator shall review all Development Applications within the Project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with applicable provisions of the Hooper Crossing MDA. Administrator shall require a written statement of approval from the DRC stating compliance and approval for development by a third-party other than the Master Developer.

### 2. Residential Lot Design Standards

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Administrator during plat approval for each phase):

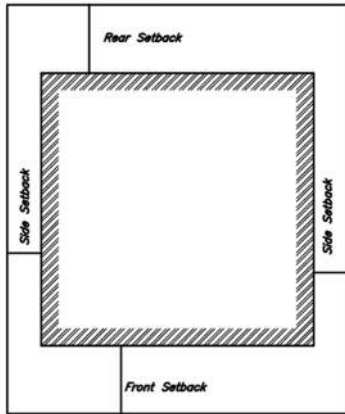
| Lot Type                         | Min Lot Size                 | Front Setback<br>(from right-of-way)                         | Rear Set-back | Side-yard Set-back                  | Lot Frontage* | Max Building Coverage |
|----------------------------------|------------------------------|--------------------------------------------------------------|---------------|-------------------------------------|---------------|-----------------------|
| Type 15                          | 15,000 Sq Ft                 | 20' for living area; 25' from face of garage to sidewalk     | 30'           | 8' (minimum 18' between structures) | 90'           | 60%                   |
| Type 12                          | 12,000 Sq Ft                 | 20' for living area; 25' from face of garage to sidewalk     | 30'           | 8' (minimum 16' between structures) | 80'           | 60%                   |
| Type 10                          | 10,000 Sq Ft                 | 20'                                                          | 20'           | 8' (minimum 14' between structures) | 70'           | 60%                   |
| Patio Home (detached)            | 6,000 Sq Ft                  | 20'                                                          | 20'           | 5' (minimum 10' between structures) | 55'           | n/a                   |
| Patio Home (attached)            | n/a<br>Max 4 attached units  | 15'                                                          | 15'           | 8' (minimum 16' between structures) | n/a           | n/a                   |
| Clustered Single-family Cottages | n/a<br>Max 6 clustered units | 10' (from public right-of-way)<br>5' (from Private Driveway) | 10'           | Minimum 10' between structures      | n/a           | n/a                   |
| Town-homes                       | n/a<br>Max 6 attached units  | 15'                                                          | 10'           | Minimum 10' between structures      | n/a           | n/a                   |

*\*Measured at front setback line*

Note: Porches and patios can encroach into setbacks

### 3. Residential Lot Design Standards

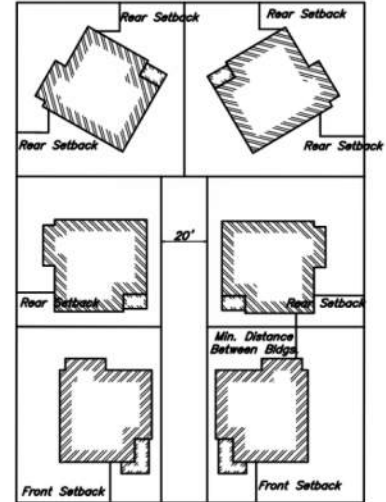
Typical setback measurements by product type:



*Public Right-of-Way*

#### **Single Family Lots**

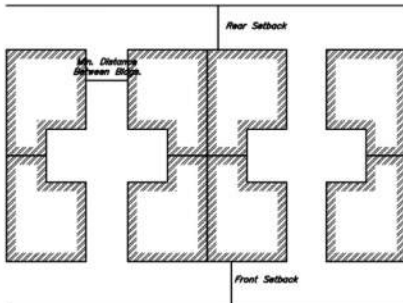
Type 16, Type 12, Type 10 & Patio Homes (Detached)



*Public Right-of-Way*

#### **Clustered Single-Family Cottages**

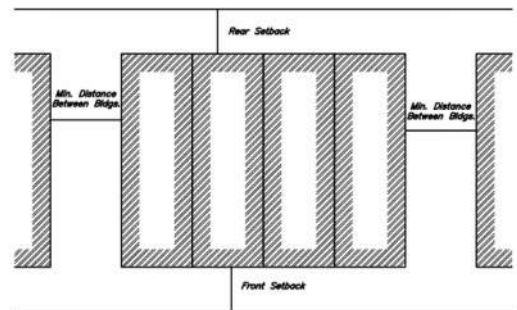
Typical 4 or 6 Homes (Clustered)



*Public Right-of-Way*

#### **Patio Homes (Attached)**

Typical



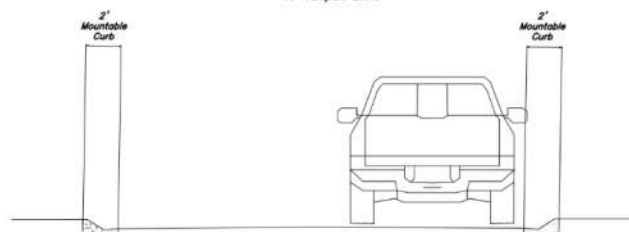
*Public Right-of-Way*

#### **Townhomes**

Maximum 4-ples

20' Driveway

16' Asphalt Drive



*Public Right-of-Way*

**Typical Alley Section A:A1**

## C. Residential Building & Site Standards *(continued)*

### 4. Residential Screening

For multi-family residential units that abut a collector street 80' wide or greater, a 6' wall or fence shall be required, along with required street tree plantings. Screening along any other street is not required for multi-family or single-family land uses.

### 5. Color

Use of color in residential external elevations is allowed. No restrictions on color may be applied to residential uses.

### 6. Architectural Detail

Detailing of architectural elevations shall be consistent with the architectural style of building.

### 7. Residential Lot Building Heights

Residential building height restrictions shall be as follows (unless otherwise approved by the Administrator):

| Structure Type            | Max Height including roof |
|---------------------------|---------------------------|
| Single-family Residential | 35'                       |
| Accessory Building        | 20'                       |
| Multi-family              | 35'                       |

Additional restrictions for accessory structures:

- Must be located in back yard
- 5' minimum setback off any property line
- Not to exceed maximum lot coverage

Building height is measured at the finished grade at the front two corners of the building to the ridgeline of the building.

### 8. Exterior Building & Architectural Elevation Standards

The City shall not impose architectural or aesthetic standards on the residences or other buildings within Project which exceed the building code provisions of the Hooper Crossing MDA. Without in anyway limiting the foregoing, and by way of example only, the following are approved materials and design features:

| Exterior Building Material                   | Allowed |
|----------------------------------------------|---------|
| Brick / Stone                                | Y       |
| Stucco                                       | Y       |
| Fiber-cement siding                          | Y       |
| Prefinished metal siding (vinyl or aluminum) | Y       |
| Exposed architectural concrete               | Y       |
| Colored / Textured CMU Block                 | Y       |

| Architectural Building Elements           | Allowed |
|-------------------------------------------|---------|
| Front-facing Garage (without restriction) | Y       |
| Side-facing Garage                        | Y       |
| Alley-loaded Garage                       | Y       |

## C. Residential Building & Site Standards *(continued)*

### 9. Typical Architectural Elevations



## C. Residential Building & Site Standards *(continued)*

### 10. Parking standards

Minimum parking spaces shall be as follows (unless otherwise approved by the Administrator):

| Dwelling Type                        | Parking Required/Lot | Guest Parking Spaces | Notes                                                                                                                                                                                                        |
|--------------------------------------|----------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Single-family Residential (Detached) | 2 sp/unit            | 0                    | Tandem parking to meet required parking is allowed behind garage spaced provided the space does not encroach into sidewalks or public rights-of-way                                                          |
| Multi-family Residential (Attached)  | 1.75 sp/unit         | 0.25 per unit        | Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes. |

### 11. Residential Landscape Standards

#### Side and Rear Setbacks

No landscape requirement shall apply to side or rear residential setbacks that do not abut a public right-of-way. These setbacks shall be landscaped at the discretion of the Master Developer and/or homeowner.

#### Park Strips

All park strips shall be installed per the master plan detail, Exhibit H, Page 7.

#### Plant Material Requirements

| Plant Type                  | Minimum Size                                                                       |
|-----------------------------|------------------------------------------------------------------------------------|
| Deciduous Trees (Med-Large) | 2" caliper                                                                         |
| Flowering Trees (Small-Med) | 1.5" caliper                                                                       |
| Shrubs                      | Dependent on variety, spaced to provide 80% coverage at maturity                   |
| Groundcover                 | Dependent on variety, spaced to provide 100% coverage within three growing seasons |

#### Turf Grass

Turf grass should be selected for appropriate microclimate and consideration of water usage.

#### Erosion Control

Areas of slope greater than 30 percent shall utilize plantings, mulch or cobble to control and prevent erosion.

#### Replacement

Within the first growing season, any dead or removed plants within the public right-of-way shall be replaced with the same or like plant material originally specified. Modifications may be made based on micro site conditions.

**Design Scale**

Scale and nature of landscape materials shall be appropriate to the size of the structures to be landscaped. Large buildings shall be complemented by plant materials that will reach appropriate design scale at maturity.

**Pedestrian Connectivity**

- Pedestrian access from a public street shall be required to all commercial uses as required by Federal ADA Standards.
- All pedestrian crossings throughout the development shall be at-grade and shall be striped/painted per public works standards.
- Pedestrian walkways throughout the development shall be constructed as generally illustrated in the accompanying exhibits.

**12. Double-fronted Residential Lots/Building Pads**

Double-fronted residential lots or building pads are allowed.

## D. Commercial Building & Site Standards

### 1. Scope & Authority

The Administrator shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the applicable provisions of the Hooper Crossing MDA. The Administrator shall require a written statement of approval from the DRC stating compliance and approval for development by a third-party other than the Master Developer.

### 2. Commercial Lot Standards

Minimum lot sizes and setbacks shall be as follows (unless otherwise approved by the Administrator):

| Lot Type      | Min Lot Size | Front Setback | Rear Setback | Side-yard Setback | Max Building Coverage |
|---------------|--------------|---------------|--------------|-------------------|-----------------------|
| Lot Type Flex | None         | 15' Min       | 10'          | 15'               | 60%                   |

### 3. Commercial / Residential Mixed-Use Land Uses

Allowed and conditional land uses for the flex parcels in the Project (Mixed Use) shall follow the provisions of the Hooper Crossing MDA:

| Land Use | Allowed                     |
|----------|-----------------------------|
|          | Permitted without exception |
|          | Permitted without exception |

## D. Commercial Building & Site Standards *(continued)*

### 4. Screening

Any portion of the rear elevation or loading area of a commercial use that abuts a public right-of-way shall be screened with a 6' wall or fence along the public right-of-way. Parking areas within 10' of a side or rear property line shall be screened with a wall or fence.

### 5. Commercial Building Heights

Building height restrictions shall be as follows (unless otherwise approved by the Administrator):

| Building Type | Bldg Height | Height Measurement                         |
|---------------|-------------|--------------------------------------------|
| Commercial    | 45'         | Maximum height measured to top of building |
| Office        | 60'         |                                            |

Building height is measured at finished grade of front two building corners.

### 6. Exterior Building & Architectural Elevation Standards

Building materials for Flex Village developments shall conform, at a minimum, to conditions of the Design Review Committee. The City shall not impose building or architectural elevation standards on the residences or other buildings within Project which exceed the building code provisions of the Hooper Crossing MDA. Without in anyway limiting the foregoing, and by way of example only, the following are approved external building materials:

| Exterior Building Material       | Allowed |
|----------------------------------|---------|
| Brick / Stone                    | Y       |
| Wood                             | Y       |
| Stucco                           | Y       |
| Ornamental Metal Panels          | Y       |
| Fiber Cement Siding              | Y       |
| Precast Concrete                 | Y       |
| Storefront door & window systems | Y       |

### 7. Parking Standards

Minimum parking spaces shall be as follows (unless otherwise approved by the Administrator):

| Dwelling Type | Parking Required/<br>Net 1,000 Sq Ft |
|---------------|--------------------------------------|
| Retail        | 4 sp                                 |
| Restaurant    | 7.5 sp                               |
| Office        | 4 sp                                 |

## **8. Commercial Landscape Standards**

Minimum landscape standards shall be as follows (unless otherwise approved by the Administrator):

- 1) Min 5% landscape area within parking lots.
- 2) Landscape islands shall be required at the end of each parking row.
- 3) Landscape islands (min 6' width) shall be required every 20 spaces within a parking row.
- 4) Landscape plantings within parking areas shall require 1 tree for every 500 square feet of parking area. Such tree plantings may be located within the parking area if the landscape island is greater than 10' in width, or may be located around the perimeter of the parking area.
- 5) Water-wise plantings and xeriscape treatment are required in all interior parking islands. A minimum of 20% of landscape islands shall be live plant material, with an appropriate irrigation supply.

## **9. Commercial Landscape Area**

A minimum of 10% of commercial land use area shall be landscaped with appropriate landscape treatments. Any parking lot landscaping shall be counted toward this requirement.

## **10. Commercial Signage**

Signage standards shall be as follows (unless otherwise approved by the Administrator):

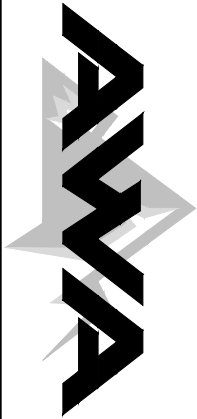
- 1) Ground-mounted/freestanding signs shall not exceed the maximum building height and shall be a minimum of 10' setbacks from property lines. Ground signs shall be placed so as to not infringe on the sight triangle at vehicular turning movements.
- 2) Signs attached to building facades shall not exceed 25% of the face area of each public facing facades.
- 3) All signs may be illuminated with indirect lighting or back lighting.

## **11. Double-fronted Commercial Lots/Building Pads**

Double-fronted commercial lots or building pads are allowed.

EXHIBIT 'L'

(Outbuilding / Pad Prototypical Architectural Elevations)



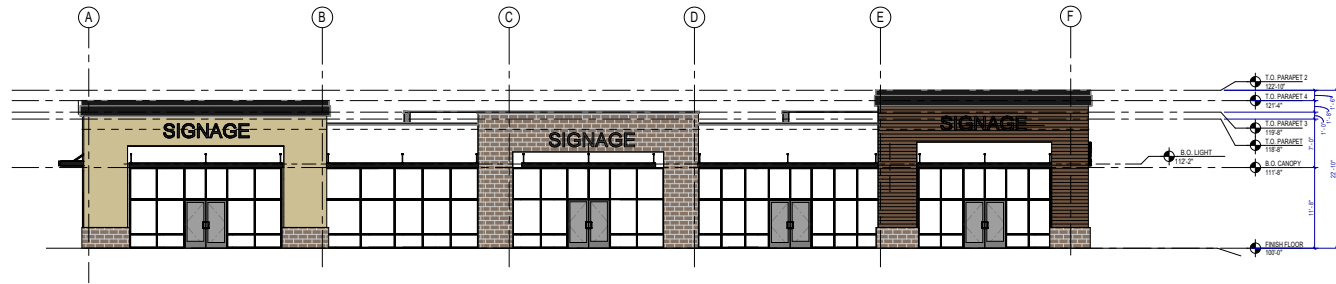
Out Pad Architectural Elevations

Sheet No.

Design By: TW

Drawn By: CV

15 Jan, 2026



| MATERIAL LEGEND |                                                              |
|-----------------|--------------------------------------------------------------|
|                 | FACTORY COLOR WHITE HARDY BOARD - COLOR MATCH GROCCER ANCHOR |
|                 | FACTORY COLOR TAN HARDY BOARD - COLOR MATCH GROCCER ANCHOR   |
|                 | FACTORY COLOR GRAY HARDY BOARD - COLOR MATCH GROCCER ANCHOR  |
|                 | FACTORY COLOR DARK TAN HARDY BOARD - MATCH GROCCER ANCHOR    |
|                 | CMU - COLOR & STYLE MATCH GROCCER ANCHOR                     |
|                 | METAL PANEL                                                  |

GENERAL NOTES - ELEVATIONS

- A. SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE. SEE SHEET A01
- C. SEE ROOF PLAN FOR ALL ROOF SLOPES.

KEYED NOTES

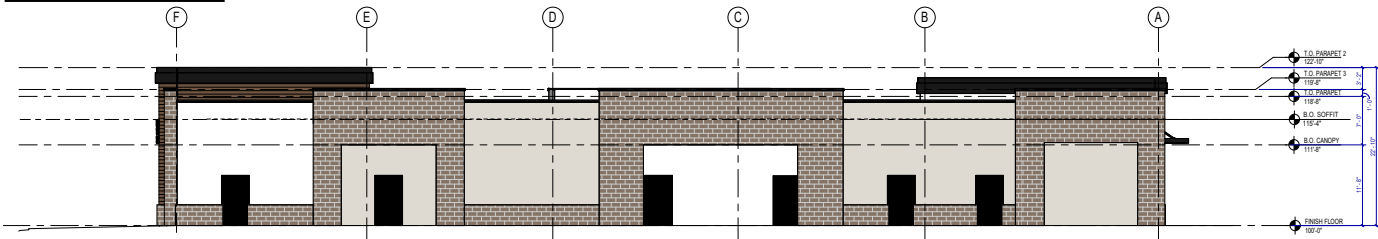
**East "Front" Side**  
Door : 6%  
CMU: 13%  
Dark Tan Hardy Board: 10%  
Tan Hardy Board: 10%  
White Hardy Board: 15%  
Metal Panel: 9%  
Window: 37%



**South "Left" Side**  
CMU: 34%  
Dark Tan Hardy Board: 2%  
Tan Hardy Board: 10%  
White Hardy Board: 38%  
Metal Panel: 5%  
Window: 11%



**North "Right" Side**  
Door "Essential Grey": 2%  
CMU: 28%  
Dark Tan Hardy Board: 19%  
Tan Hardy Board: 2%  
White Hardy Board: 21%  
Metal Panel: 5%  
Window: 23%



**West "Rear" Side**  
CMU: 38%  
Dark Tan Hardy Board: 2%  
White Hardy Board: 16%  
Grey Hardy Board: 31%  
Metal Panel: 13%

Exhibit 'L'

EXHIBIT 'M'

(Lift Station)

