

**Comments to South Weber City Planning Commission  
for 11May23 Meeting  
by Paul A. Sturm**

**Public Comments and Questions for Agenda Item #7 -Packet Pages 38-79 of 79**

Please note that page references are provided for the extracted text discussed.

**1) How can this be "Final Plat with all of the missing and confusing information?"**

**7. Action on Final Plat (35 lot Townhouse Plat) for Deer Run Townhomes Parcel# 13-364-0001  
2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments  
LLC.**

**Page 1**

**ACTION**

**Administrative Action: Final Subdivision Plat**

**Legislative Action: Development Agreement and Rezone Request**

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- o *Phasing: Developer is choosing to get all phases approved at final but will construct each phase independently.*

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**2) Questions on Leasing Language based on text from Page 40 of 79:**

- o Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances. In addition to this language the development would be allowed up to 50% rental units until such time that the develop receives the last certificate of occupancy at which time the developer will not renew leases until the total number of rental units equals 25% of the total units.

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- a) When does the lease clock start after the Final Certificate of Occupancy?
- b) The "Extenuating" circumstances need to be clearly identified or else anything goes.
- c) How can the rental percentages be enforced? It appears that, if one lot is not built upon, then the percentage for 50% to 25% does not start.
- d) How long are the leases? Will the lessees be notified in their lease agreement of these conditions?

**3) How can the "Architectural Review" be considered as being complete when the PC has not seen the Architectural Plan for this development and yet to be considered as a "Final Subdivision Plat"?**

It is only for a "similar" project. There are no guarantees of it being the same.

**PL-9: ARCHITECTURAL REVIEW COMPLETE**

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

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4) Who is the actual Developer for this project? Two Developers are listed in the packet. One from Wixom, Michigan, and the other one is from North Salt Lake, Utah.

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

Developer: South Weber LLC  
25000 Assembly Park  
Wixom, MI 48393

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

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

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

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

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5) What is the actual legal title for the canal company to be used in this document.

- a) A letter must be from an legal entity such as DWCCC, not DWC. There is no such entity as DWC that can enter into an agreement!
- b) DWC should not be used to describe any area of responsibility or action!
- c) Selectively eliminate the term DWC throughout the document for clarity and assignment of responsibility where it is not appropriate.

**Engineering Review:**

EN-1: We received a letter from DWC, dated April 26, 2023, that indicated that DWC has executed a temporary license agreement with the developer, and they are okay to proceed as long as the developer complies with what is covered in the agreement.

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6) There is a real mash-up between the terms HOA, Developer, and Owner and their relationship is undefined. When will these terms, and their relationship be defined?

17. **Home Owners Association Rental Regulation.** The development shall be required to include within the Covenants, Conditions and Restrictions provisions to limit the number of rental (regardless of length of term) units

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job, transfer, family growth, military permanent change of station, etc. If, due to market conditions Developer is unable to sell the units to owner-occupants, Owner may rent the units until such time as the market conditions have improved. Short-term rentals shall be subject to South Weber City Code 10-18.

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## APPENDIX

### Additional Questions and Comments not presented, but of concern for the record and informational purposes.

A-1) How can a stated "unknown" of "some of the initial phases" be contained in a "Final Plat Approval"?

EN-2: It appears that the detention basin may not be fully constructed until after some of the initial phases are completed. This is acceptable as long as temporary detention is provided. This will need to be reviewed and approved if proposing to approach construction this way.

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A-2) When did this happen and by whom?

This seems to be in conflict with the new R-5 with a bonus up to 8 units per acre!

7. **Density.** The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on Exhibit B.

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A-3) Where did the 38 feet come from? I believe that everywhere else in SWC, according to SWC Code, the maximum 35 feet.

12. **Maximum Structure Height.** No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.

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A-4) How is the Developer bypassing the standard length of a driveway by just saying that "It will not fit"? This Developer has been given more waivers to SWC Code than any other of which I am aware.

16. **Design Standards.** The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:

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d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.

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