

Meeting Procedures

Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

Commenting at Public Meetings and Public Hearings

Address the Decision Makers:

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

Speak to the Point:

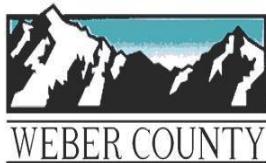
- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

Handouts:

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record will be left with the Planning Commission.

Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.



OGDEN VALLEY PLANNING COMMISSION

MEETING AGENDA

July 22, 2025

Premeeting 4:30pm/Regular Meeting 5:00 pm



- **Pledge of Allegiance**
- **Roll Call:**

1. Legislative items:

1.1 ZDA2025-05: A discussion and possible decision regarding a development agreement amendment for the Exchange, a previously approved master planned development in the Wolf Creek area.

Staff Presenter - Charlie Ewert. Applicant: Eric Householder

2. Public Comment for Items not on the Agenda:

3. Remarks from Planning Commissioners:

4. Planning Director Report:

5. Remarks from Legal Counsel

Adjourn to Work Session:

WS1: Discussion regarding File ZDA2024-02 - An application for a development agreement for the Gateway Estates subdivision located at approximately 10678 East Highway 39.

Staff Presenter - Charlie Ewert. Applicant: Matthew Lowe

WS2: Discussion regarding a potential development agreement for a conservation subdivision located at approximately 4140 East 4100 North.

Staff Presenter - Charlie Ewert. Applicant - Jeff Burton

WS3: Discussion regarding File ZDA2025-04 - An application for a development agreement for a subdivision on the eastern end of 2300 North Street .

Staff Presenter - Tammy Aydelotte. Applicant: Kirk Langford

WS4: Discussion regarding File ZMA2025-02 - An application to rezone property near the Nordic Valley Resort base to the FB zone.

Staff Presenter - Charlie Ewert. Applicant: Dan Mabey

The meeting will be held in person at the Weber County Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371 before the meeting if you have questions or comments regarding an item.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8761



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-05, A public hearing, discussion, and possible decision regarding a development agreement amendment for The Exchange, a previously approved master planned development in the Wolf Creek area.

Agenda Date: July 22, 2025

Applicant: WOLF CREEK EXCHANGE LLC

File Number: ZDA2025-05

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/21919>

Property Information

Approximate Address: 3718 N WOLFCREEK DRIVE, in the unincorporated Wolf Creek area.

Current Zone(s): CVR-1, RE-15, and MPDOZ

Proposed Zone(s): CVR-1, RE-15, and MPDOZ

Adjacent Land Use

North: Golf Course/Open Space **South:** Multi-Family Residential (Cascade at Moose Hollow)

East: Golf Course/Open Space **West:** Multi-Family Residential (Wolf Creek Village)

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 11 Commercial Valley Resort Recreation Zone.
§Title 104, Chapter 3 Residential Estates Zones.
§Title 104, Chapter 27 Master Planned Development Overlay Zone.

Legislative Decisions

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

Summary and Background

Purpose of Amendment:

To clarify roles, reduce inconsistencies, correct errors, and improve interpretation by separating The Exchange from a previously combined development agreement (shared with Eagle Crest and Cobabe Ranch). The applicant also proposes a revised concept plan, updated land uses, and modified development standards.

Key Points:

1. Clarifying and Simplifying Agreements - The 2023 development agreement combined three developments into one agreement, causing potential interpretive and legal challenges. Eagle Crest and Cobabe Ranch now have their

own agreements. This amendment would complete the separation by creating a standalone agreement for The Exchange, reducing future risk of conflict.

2. Revised Concept Plan - New plan reduces frontage on Highway 158 and shifts some land uses. Condominiums are being replaced with townhomes and general multi-family dwelling units and general retail is being replaced with multi-purpose commercial. These changes are consistent with the CVR-1 zone. A bigger change is the hotel footprint, which is proposed to increase (from ~11,000 sqft to ~55,000 sqft). The increase is still allowed under current zoning, but worth noting.

3. New Land Use Categories & Standards – The proposal groups development into four categories: townhomes, multi-family, commercial, and hotel. Each category has a defined list of allowed/prohibited uses (see Exhibit C of the development agreement for a full review). Additionally, alternative development standards are being proposed, that differ in content but perhaps not in context from those already allowed in the CVR-1 zone. A comparison table (Exhibit D) helps visualize these changes.

4. Residential Density - No change proposed to total potential units (144 max), but of these units, 80 have already been moved to Eagle Crest and 64 remain with The Exchange. The applicant holds 20 “floating units” being proposed to be assigned. There are no other developments controlled by the applicant to which these floating units can be assigned. Thus, the proposed agreement sets an “initial density” of 84 units (144-80+20), with the maximum of 144 only being possible via future transferable development rights.

5. Zoning Implications – The property zoning is not proposed to change (CVR-1, RE-15, MPDOZ). However, ~1.89 acres still zoned RE-15 are treated as CVR-1 by both the existing and proposed agreement, effectively nullifying the application of the RE-15 zone to the property. County may consider a future zoning map amendment to formally align the zones.

Staff is recommending approval, with edits and comments to be addressed before County Commission review.

Summary generated by ChatGPT and edited for accuracy by staff.

Policy Analysis

This application is to amend the development agreement for The Exchange development. The Exchange property boundaries can be reviewed in **Figure 1**. The purpose for the amendment is to provide better clarity, reduce inconsistencies, correct errors, and better provide for the roles and responsibilities of both the county and the developer. Additionally, the applicant is proposing an amended concept plan as well as a number of alternative uses and standards not anticipated in the development agreement currently in place.

Clarity and Conflict Reduction.

On September 11, 2023, a single development agreement was executed to govern the development of The Exchange, Eagle Crest, and Cobabe Ranch developments, together with a rezone (Ord #2023-25) that applied the county's Master Planned Development Overlay Zone to the properties. Combining three separate developments into one agreement can create interpretive complications and conflicts that may hamper or inhibit their application to each development. This, in turn, can expose both parties (the county - soon to be the city, and the developer) to unforeseen and unnecessary future legal conflicts. The primary purpose of this amendment is to help prevent such future conflicts by separating each development into their own agreement, and adding clarity regarding the roles and responsibilities of both parties.

Earlier this year, two development agreements were executed – each superseding the 2023 development agreement – that provided both Eagle Crest and Cobabe Ranch with their own separate agreement. If approved, this agreement will likewise supersede the 2023 agreement as it pertains to The Exchange, effectively nullifying the 2023 agreement and replacing it with the three separate agreements pertaining to their own respective developments.

Amended Concept Plan.

Despite the differences between the existing approved site plan and the proposed site plan, the acreage of the development is not proposed to change from the previously approved 17.84 acres - and the applicant's previously approved entitlements to buildout the entire site will not change. Absent specific provisions to the contrary, the additional area shown on the proposed site plan that was not shown on the previously approved site plan does not negate the applicant's rightful use of the entire site pursuant to the DA and CVR-1 zone.

Figure 1: Subject Property with Aerial



Figure 2 illustrates the current development agreement's concept plan for The Exchange. **Figure 3** illustrates the applicants proposed amended concept plan.

The currently approved concept plan shows a development with greater frontage along Highway 158 (Wolf Creek Drive) than that illustrated in the proposed plan. The current plan denotes a community clubhouse, general retail buildings, a pedestrian plaza, condominiums over podium parking, a maintenance facility, (presumably) shared parking lots, and a hotel with a footprint that is conceptually approximately 11,000 square feet.

The proposed concept plan shows similar uses and public spaces, but instead of specifically calling out condominiums, it proposes townhomes and general multi-family residential uses, and instead of general retail buildings it simply lists multi-purpose commercial. Regardless of the labeling on either concept plan, the difference in description of these uses is marginal when compared to the uses that are actually allowed in the development pursuant to the approved development agreement, as further explained later in this report.

The biggest change between the approved and proposed concept plans is the size and area intended to be used for the proposed hotel and hotel parking. The proposed plan illustrates a hotel that, conceptually, may have an above-grade footprint that is approximately 27,000 square-feet. It should be noted that neither the approved development agreement nor the CVR-1 zone imposes a maximum building area allowance for a hotel – so this size of hotel is conceptually possible under the existing approved agreement as well.

**This section has been edited from a previous version to reflect that the above-grade footprint of the proposed hotel is only planned to be approximately 27,000 square feet and not the previously reported 55,000 square feet. It has also been amended to clarify the applicant's right to develop the part of the property omitted from the previously approved concept plan.*

Figure 2: Existing (Previously Approved) 'The Exchange' Concept Plan

(North is Left)



Proposed Alternative Uses and Standards.

The approved development agreement specifies that all uses and standards as allowed in the CVR-1 zone are intended to govern the development. Therefore, the wide array of uses allowed in the CVR-1 zone should be reasonably anticipated to occur within the development. What is different, however, is that instead of the entire development being an ala carte selection of CVR-1 zone uses, as would be allowed by the approved development agreement, the applicant is now proposing to isolate specific uses into specific buildings. The proposed concept plan stratifies four development categories: townhomes, multi-family residential, multi-purpose commercial, and hotel. Exhibit C of the proposed development agreement (found in Exhibit A of this report) provides a proposed land use table. Each development category can be matched to the corresponding column in the table to review the specific uses allowed and not allowed in each development category.

Likewise, the applicant is proposing development standards that are different from those listed in the CVR-1 zone.

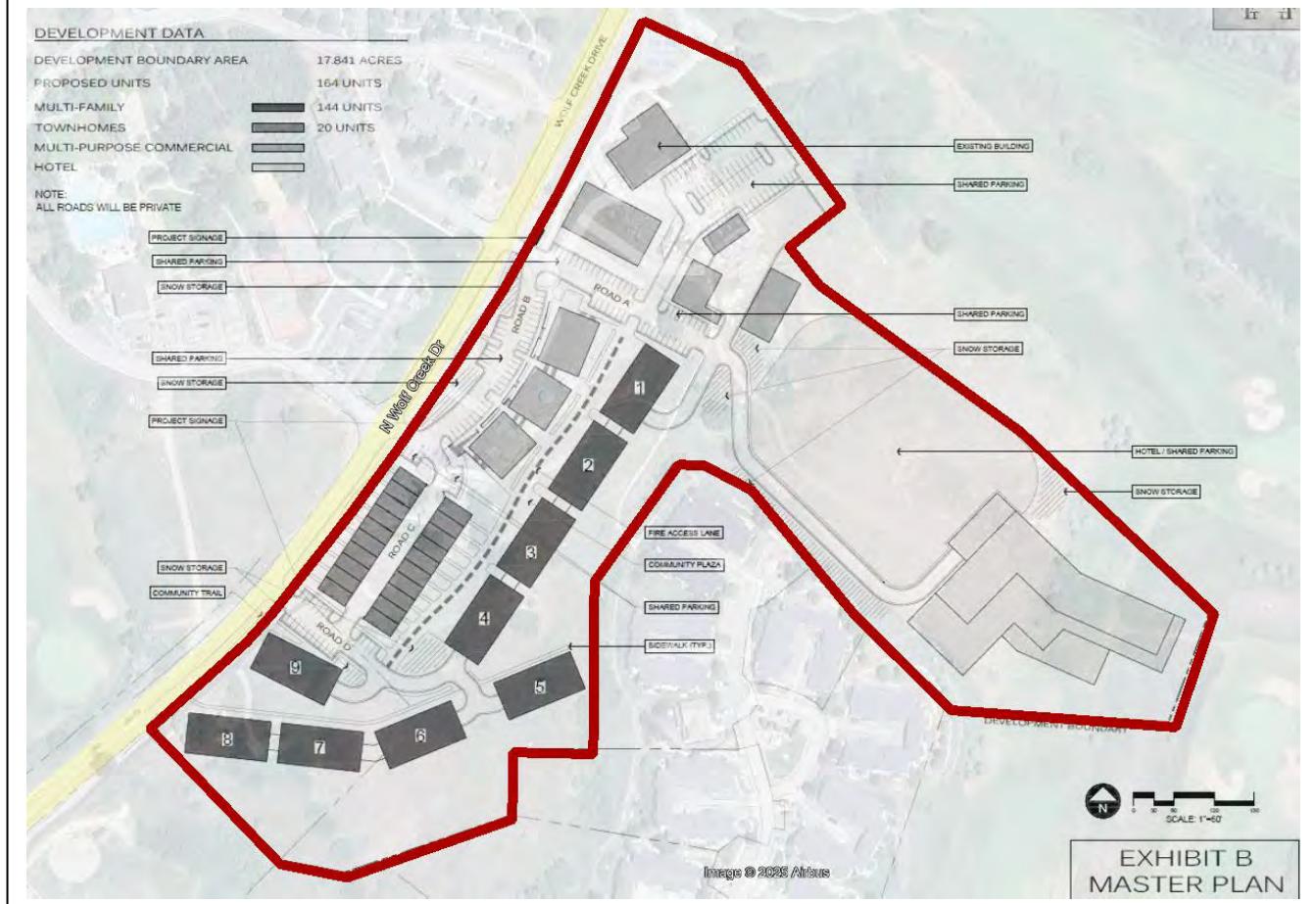
Given these proposed differences, it would be appropriate for the planning commission to review the uses allowed by the CVR-1 zone and compare them to those in the proposed development agreement. To assist the planning commission with this task, staff has provided a color coded table of comparisons in Exhibit D of this report.

Density.

The applicant is not proposing any intended changes to the residential density of the development. Of the 144 dwelling units previously assigned to the property, 80 have been transferred to Eagle Crest, leaving 64 units assigned to this development. Further, the applicant still holds 20 floating units that, pursuant to the 2002 Wolf Creek Development Agreement and the 2015 Clarifying Agreement, could have been assigned to any of the applicant's various developments within the Wolf Creek area. Given that all of the applicant's other Wolf Creek developments (Bridges, Cobabe, and Eagle Crest) have newly adopted superseding development agreements that

Figure 3: Applicant's Proposed Amended 'The Exchange' Concept Plan

(North is Up)

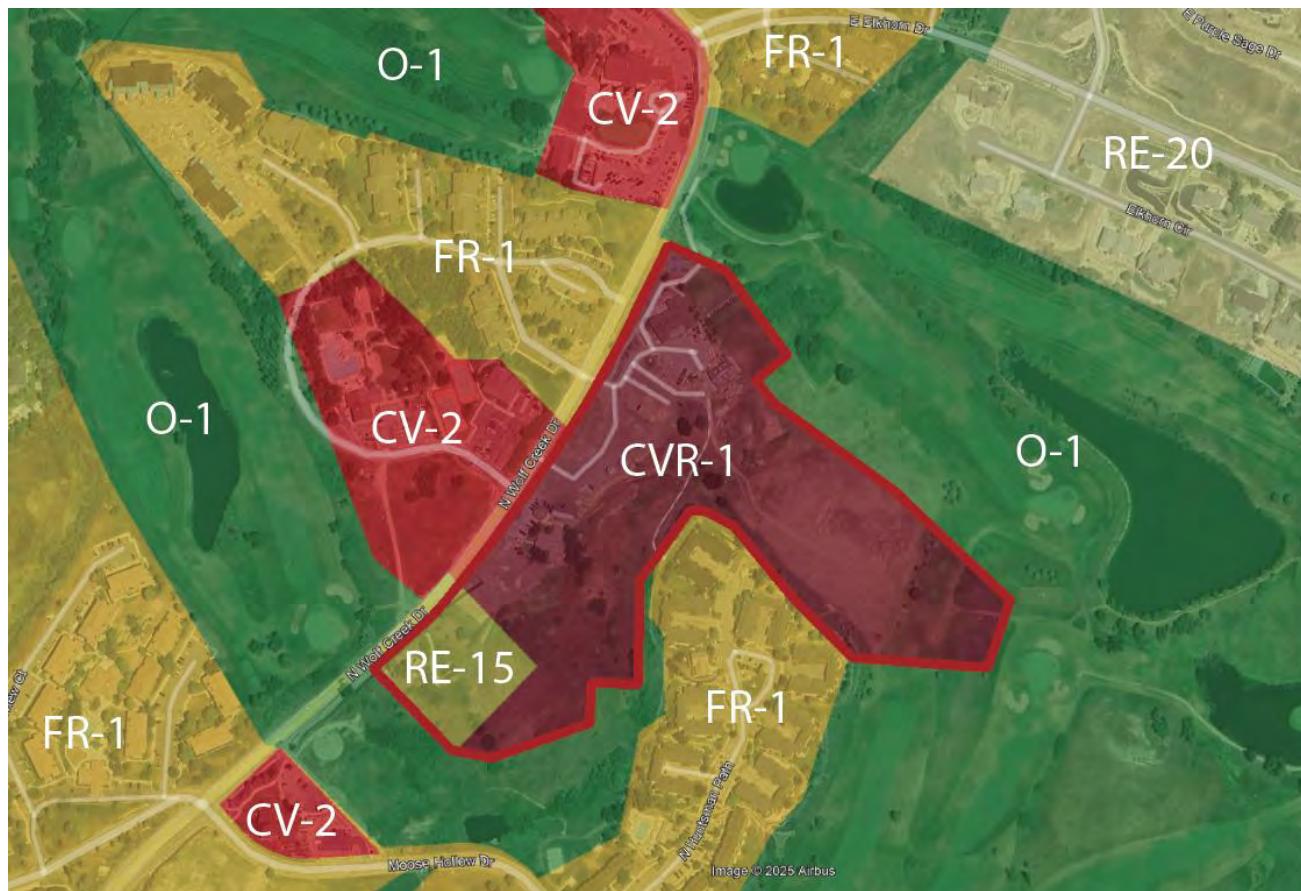


each memorialize the maximum allowed density in each, the only remaining development to allocate these 20 floating units is The Exchange. Therefore, while the proposed development agreement is intended to memorialize that The Exchange can have up to 144 dwelling units, approval of the proposed agreement will only assign an “initial density” of 84 dwelling units. The remaining units must be transferred into The Exchange from elsewhere in the valley. Through the proposed development agreement, the rules that govern those potential future transfers are proposed to be the same as those in the Form-Based Zone.

Other Considerations.

As can be reviewed in Exhibit 4, the proposed development agreement will not change existing zoning for the property. This has both benefits and potential detriments. The proposed development agreement treats the entire property as if in the CVR-1 zone. However, approximately 1.89 acres of the subject property is in the RE-15 zone. Nothing in either the approved or proposed development agreements pertains to the RE-15 zone’s uses or development standards. In effect, both the approved and proposed agreements nullify the RE-15 zone’s application to the property. It may be worth considering amending the zoning map to assign the CVR-1 zone to the entire property.

Figure 4: Existing Zoning (No Proposed Changes)



Staff Recommendation

The proposed development agreement is attached to this report as Exhibit A. Both planning and legal staff have reviewed the proposal and offer several edits, corrections, and suggestions. Those are either identified in track changes or in comment bubbles in the right margin. Staff's review of the proposed concept plan can be reviewed in Figure 5 below, or if more clarity is needed, in the Exhibits of the proposed agreement.

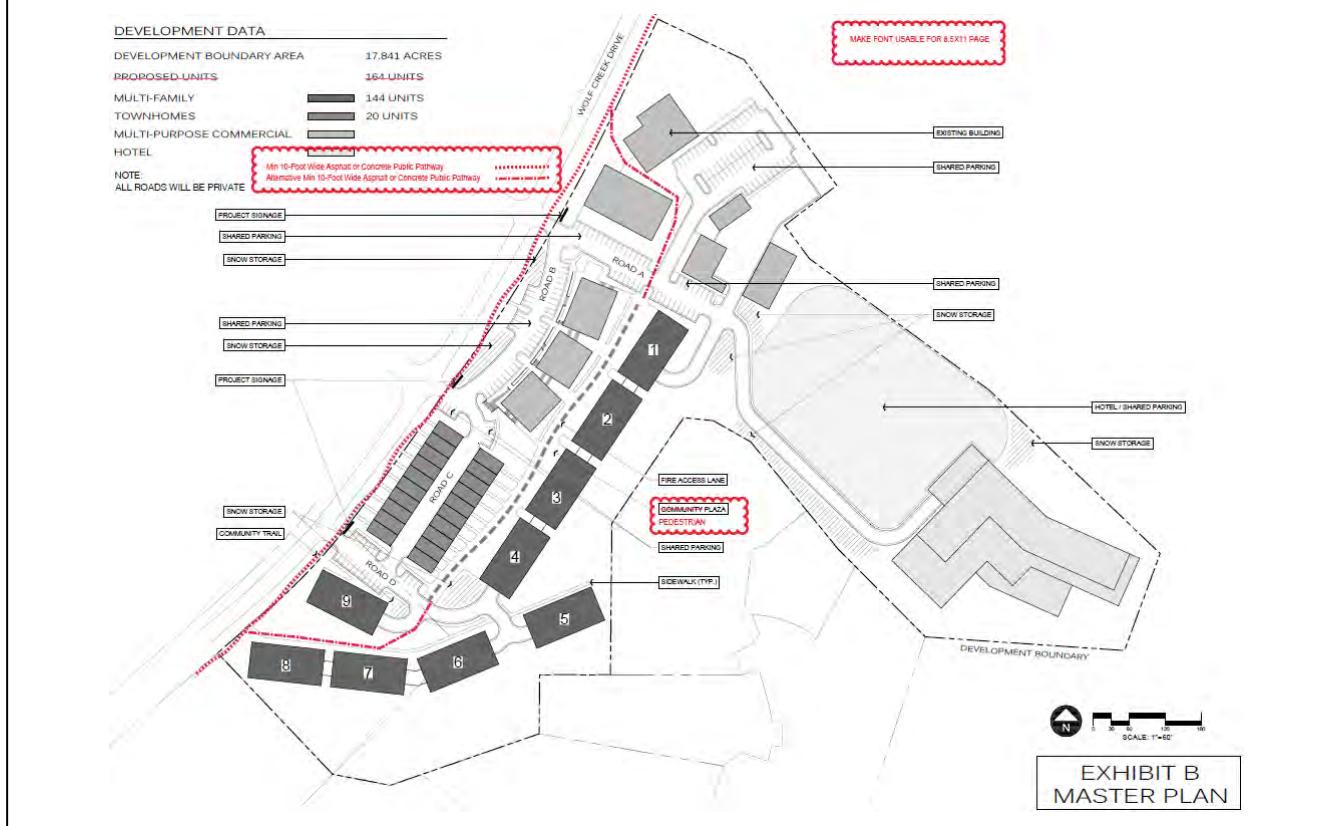
After reviewing the proposal within the constraints of the existing approved development agreement and the intended context of the Ogden Valley General Plan, and the CVR-1 zone, it is staff's opinion that this development agreement amendment will help advance the vision and goals of the plan and contribute to the general welfare of the residents regardless of the governing jurisdiction. Staff is recommending approval of the development agreement amendment. This recommendation is offered with the following considerations:

1. Staff's comments, suggestion, and edits regarding the DA should be more fully addressed prior to county commission approval.

Staff's recommendation is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals, and objectives of the Ogden Valley General Plan.
2. The proposed changes is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

Figure 5: Staff Recommended Changes to Proposed 'The Exchange' Concept Plan



Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-05, an application for a development agreement amendment for The Exchange development, located at approximately 3718 North Wolf Creek Drive in the unincorporated area of Wolf Creek.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

Example findings:

1. *After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.*
2. *The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.*
3. *A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.*
4. *The changes are supported by the General Plan.*
5. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
6. *The changes will enhance the general health and welfare of residents.*
7. [_____ add any other desired findings here _____].

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-05, an application for a development agreement amendment for The Exchange development, located at approximately 3718 North Wolf Creek Drive in the unincorporated area of Wolf Creek.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections:**

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals.*
2. *Example: Amend staff's consideration item # [__]. It should instead read: [__ desired edits here __].*
3. *Etc.*

I do so with the following findings:

Example findings:

1. *[Example: Amend staff's finding item # [__]. It should instead read: [__ desired edits here __]].*
2. *[Example: allowing carte-blanche short-term rentals runs contrary to providing affordable long-term ownership or rental opportunities].*
3. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
4. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan.*
5. *The changes will enhance the general health, safety, and welfare of residents.*
6. *Etc.*

Motion to recommend denial:

I move we forward a **recommendation for denial** to the County Commission for File #ZDA2025-05, an application for a development agreement amendment for The Exchange development, located at approximately 3718 North Wolf Creek Drive in the unincorporated area of Wolf Creek. **I do so with the following findings:**

Examples findings for denial:

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[add any other desired findings here].*

Exhibits

Exhibit A: Proposed Development Agreement and Exhibits with Staff Edits and Review Notes.

Exhibit B: Existing Development Agreement.

Exhibit C: Omitted.

Exhibit D: CVR-1 Uses and Standards Compared to Proposed DA Uses and Standards.

Draft to County and Filed with Frontier
06/19/25

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

The Exchange at Wolf Creek

| **July**August**____**, 2025

TABLE OF CONTENTS
[NOTE: Not yet corrected for this version]

RECITALS	1-2
1. <u>Incorporation of Recitals and Exhibits / Definitions</u>	2
1.1. <i>Incorporation</i>	2
1.2. <i>Definitions</i>	2
1.2.1. <i>Administrative Modifications</i>	2
1.2.2. <i>Administrator</i>	2
1.2.3. <i>Applicant</i>	2
1.2.4. <i>ARC</i>	2
1.2.5. <i>ARMDA</i>	2
1.2.6. <i>Buildout</i>	3
1.2.7. <i>CLUDMA</i>	
1.2.8. <i>County</i>	3
1.2.9. <i>County Consultants</i>	3
1.2.10. <i>County's Future Laws</i>	3
1.2.11. <i>County's Vested Laws</i>	3
1.2.12. <i>Commercial Site</i>	3
1.2.13. <i>Commercial Site Plan</i>	3
1.2.14. <i>Commission</i>	3
1.2.15. <i>Conditional Use</i>	3
1.2.16. <i>Default</i>	3
1.2.17. <i>Denial/Denied</i>	3
1.2.18. <i>Design Standards</i>	3
1.2.19. <i>Development</i>	3
1.2.20. <i>Development Application</i>	4
1.2.21. <i>Development Report</i>	4
1.2.22. <i>Dispute</i>	4
1.2.23. <i>Dispute Resolution Process</i>	4
1.2.24. <i>Exceptions from County Standards</i>	4
1.2.25. <i>Final Plat</i>	4
1.2.26. <i>Home Owners Association(s) (or "HOA(s)")</i>	4
1.2.27. <i>Intended Uses</i>	4
1.2.28. <i>Master Plan</i>	4
1.2.29. <i>Maximum Residential Dwelling Units ("Maximum RDU's")</i>	4
1.2.30. <i>Mixed Use</i>	5
1.2.31. <i>Notice</i>	5
1.2.32. <i>Open Space</i>	5

1.2.33. <i>Master Developer</i>	5
1.2.34. <i>Outsourcing</i>	5
1.2.35. <i>Outsourced Work</i>	5
1.2.36. <i>Parcel</i>	5
1.2.37. <i>Parks, Trails, and Open Space</i>	5
1.2.38. <i>Parties</i>	5
1.2.39. <i>Party</i>	5
1.2.40. <i>Phase</i>	5
1.2.41. <i>Prior Agreement</i>	5
1.2.42. <i>Private Improvements</i>	5
1.2.43. <i>Project</i>	6
1.2.44. <i>Property</i>	6
1.2.45. <i>PTOS Schedule</i>	
1.2.46. <i>Public Infrastructure</i>	6
1.2.47. <i>Residential Dwelling Unit ("RDU")</i>	6
1.2.48. <i>Subdeveloper</i>	6
1.2.49. <i>Subdivision</i>	6
1.2.50. <i>Subdivision Application</i>	6
1.2.51. <i>System Improvements</i>	6
1.2.52. <i>Technical Standards</i>	6
1.2.53. <i>Zoning</i>	6
2. <u>Effect Of ARMDA (Add 2.1 Conditional Use)</u>	6
2.1. Effect on Prior Agreements.....	6
3. <u>Development Of The Project</u>	6
3.1. Compliance with this ARMDA.....	6
3.2. Land Uses within the Project, Configuration	6
3.3. Design Standards and Technical Standards.....	7
3.4. Blank	7
3.5. Maximum RDUs	7
3.5.1. <i>Configuration of Maximum RDU's</i>	7
3.5.2. <i>Existing Number of Entitled RDU's and Process for Adding Additional RDU's</i>	7
3.5.3. <i>Measurement of Imported TDRs</i>	11
3.6. Master Developer's Discretion.....	11
3.7. Accounting for RDUs for Developments by Master Developer	11
3.8. Required Process.....	11
3.8.1. <i>Approval Required Before Development</i>	11
3.8.2. <i>Building Permits</i>	11
3.8.3. <i>County and Other Governmental Agency Permits</i>	12
3.8.4. <i>Fees</i>	
3.8.5. <i>County Cooperation and Approval</i>	

3.8.6. <i>Outsourcing of Processing of Development Applications</i>	
3.8.6.1 <i>Timing</i>	
3.8.6.2. <i>Election/Cost Estimate</i>	
3.8.6.3. <i>Compliance with Applicable Codes</i>	
3.8.6.4. <i>Final Payment</i>	
3.8.6.5. <i>Acceptance of Outsourced Work</i>	
3.8.7. <i>Acceptance of Certifications Required for Development Applications</i>	
3.8.8. <i>Independent Technical Analysis for Development Applications</i>	
3.8.9. <i>Intent of One-Time Review</i>	
3.8.10. <i>County Denial of a Development Application</i>	
3.8.11. <i>Dispute Resolution</i>	
3.8.12. <i>County Denials of Development Applications Based on Denial from Non-County Agencies</i>	
3.8.13. <i>Construction Prior to Completion of Infrastructure</i>	
3.8.14. <i>Outsourcing of Inspections</i>	
3.8.14.1 <i>Timing</i>	
3.8.14.2. <i>Election/Cost Estimate</i>	
3.8.14.3. <i>Compliance with Applicable Codes</i>	
3.8.14.4. <i>Final Payment</i>	
3.8.14.5. <i>Acceptance of Outsourced Work</i>	
.....	12
3.9. <i>Parcel Sales</i>	12
3.10. <i>Accounting for RDUs for Developments by Master Developer</i>	
3.11. <i>Development Report</i>	
3.11.1 <i>Ownership</i>	
3.11.2 <i>Units and Uses Proposed to be Developed</i>	
3.11.3 <i>Units and Uses Transferred or Remaining</i>	
3.11.4 <i>Parks, Trails, and Open Space</i>	
3.11.5 <i>Material Effects</i>	
3.12. <i>Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers</i>	
3.12.1 <i>Return of Unused RDUs</i>	
3.13. <i>Phasing</i>	
3.14. <i>Nightly Rentals</i>	12
4. <i>Zoning and Vested Rights</i>	12
4.1. <i>Vested Rights Granted by Approval of this ARMDA</i>	12
4.2. <i>Exceptions</i>	13
4.2.1. <i>Master Development Agreement</i>	13
4.2.2. <i>State and Federal Compliance</i>	13
4.2.3. <i>Codes</i>	13
4.2.4. <i>Taxes</i>	13
4.2.5. <i>Fees</i>	13

4.2.6. <i>Compelling, Countervailing Interest</i>	13
4.3. Reserved Legislative Powers	
4.4. Intended Uses.....	13
5. <u>Term of Agreement</u>	14
6. <u>Application Under County's Future Laws</u>	14
7. <u>Tax Benefits</u>	14
8. <u>Public Infrastructure</u>	14
8.1. Construction by Master Developer.....	14
8.1.1. <i>Security for Public Infrastructure</i>	14
8.1.2. <i>Bonding for Landscaping</i>	14
8.2. Dedication of Public Improvements.....	14
8.3. Public Infrastructure Financing.....	14
9. <u>Upsizing/Reimbursements To Master Developer</u>	15
9.1. Upsizing	15
9.2. Dispute Resolution.....	15
10. <u>Parks, Trails, and Open Space</u>	15
10.1. Contribution for Parks, Trails and Open Space	
10.1.1. Timing of Contribution	15
11. <u>Snow Removal</u>	15
12. <u>Blank</u>	15
13. <u>Default</u>	15
13.1. Notice.....	16
13.2. Contents of the Notice of Default.....	16
13.2.1. <i>Specific Claim</i>	16
13.2.2. <i>Applicable Provisions</i>	16
13.2.3. <i>Materiality</i>	16
13.2.4. <i>Optional Cure</i>	16
13.2.5. <i>Dispute Resolution</i>	16
13.3. Remedies.....	16
13.3.1. <i>Law and Equity</i>	16
13.3.2. <i>Security</i>	16
13.3.3. <i>Future Approvals</i>	16
13.4. Public Meeting	16
13.5. Emergency Defaults	16
13.6. Extended Cure Period	17
13.7. Default of Assignee.....	17
14. <u>Dispute Resolution</u>	17
14.1. Meet and Confer regarding Development Application Denials	17
14.2. Mediation of Disputes	17
14.2.1. <i>Issues Subject to Mediation</i>	17

14.2.2. <i>Mediation Process</i>	17
14.3. Arbitration of Disputes.....	17
14.3.1. <i>Issues Subject to Arbitration</i>	17
14.3.2. <i>Mediation Required Before Arbitration</i>	17
14.3.3. <i>Arbitration Process</i>	17
14.4. District Court.....	18
15. <u>Notices</u>	18
15.1. Effectiveness of Notice	18
15.1.1. <i>Hand Delivery</i>	18
15.1.2. <i>Electronic Delivery</i>	18
15.1.3. <i>Mailing</i>	19
16. <u>Blank</u>	
17. <u>Blank</u>	
18. <u>Administrative Modifications</u>	19
18.1. Allowable Administrative Applications.....	19
18.1.1. <i>Infrastructure</i>	19
18.1.2. <i>Minor Amendment</i>	19
18.2. Application to Administrator	19
18.3. Administrator's Review of Administrative Modification	19
18.3.1. <i>Referral as Amendment</i>	19
18.4. <i>Appeal of Administrator's Denial of Administrative Modification</i>	19
19. <u>Amendment</u>	19
19.1. Who May Submit Modification Applications	19
19.2. Modification Application Contents	19
19.2.1. <i>Identification of Property</i>	20
19.2.2. <i>Description of Effect</i>	20
19.2.3. <i>Identification of Non-County Agencies</i>	20
19.2.4. <i>Map</i>	20
19.3. Fee.....	20
19.4. County Cooperation in Processing Modification Applications	20
19.5. Planning Commission Review of Modification Applications	20
19.5.1. <i>Review</i>	20
19.5.2. <i>Recommendation</i>	20
19.6. Commission Review of Modification Application.....	20
19.7. Commission's Objections to Modification Applications	20
19.8. Disputes.....	20
20. <u>Estoppel Certificate</u>	20
21. <u>Attorney's Fees</u>	21
22. <u>Headings</u>	21
23. <u>No Third-Party Rights / No Joint Venture</u>	21

24. <u>Assignability</u>	21
24.1. Sale of Lots	21
24.2. Related Entity.....	21
24.3. Notice.....	21
24.4. Time for Objection.....	21
24.5. Partial Assignment	21
24.6. Denial.....	21
24.7. Dispute Resolution.....	22
24.8. Assignees Bound by MDA.....	22
25. <u>Binding Effect</u>	22
26. <u>No Waiver</u>	22
27. <u>Further Documentation</u>	22
28. <u>Severability</u>	22
29. <u>Force Majeure</u>	22
30. <u>Time Is Of The Essence</u>	22
31. <u>Appointment Of Representatives</u>	22
32. <u>Rights Of Access</u>	22
33. <u>Mutual Drafting</u>	23
34. <u>Applicable Law</u>	23
35. <u>Venue</u>	23
36. <u>Entire Agreement</u>	23
37. <u>Conflicts</u>	23
38. <u>Recordation and Running With The Land</u>	23
39. <u>Authority</u>	23
TABLE OF EXHIBITS	24
SIGNATURES	25-26

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE EXCHANGE**

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ of JulyAugust, 2025, by and between Weber County, a political subdivision of the State of Utah; and The Exchange, LLC, a Utah limited liability company (Master Developer).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Intended Uses as defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with CLUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- H. The County Commission has reviewed this ARMDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the County based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the County have cooperated in the preparation of this ARMDA.
- L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this ARMDA.
- M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2025).

N. This ARMADA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on [REDACTED], 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2025), in making a recommendation to the County Commission.

O. The County believes that this ARMADA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the County Commission regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

P. The County intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMADA relating to “fixed criteria” are “administrative” in nature.

Q. The County’s entry into this ARMADA is authorized by the adoption of Ordinance # on July-August, 2025.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–E are hereby incorporated into this ARMADA.

1.2. **Definitions.** As used in this ARMADA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this ARMADA. Words not defined herein shall have the same meaning as provided by the County’s Vested Laws. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision, the words and phrases specified below shall have the following meanings:

- 1.2.1. **Administrative Modifications** means those modifications to this ARMADA that can be approved by the Administrator pursuant to Section 13.
- 1.2.2. **Administrator** means the person designated by the County as the Administrator of this ARMADA.
- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.

1.2.5. **ARMDA** means this Master Development Agreement including all of its Exhibits as amended and restated.

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

1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2025).

1.2.8. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.

Commercial Site Plan means a Development Application for developing a Commercial Site that does not require a Subdivision.

Commented [CE1]: Unnecessary definition for this agreement

1.2.9. **Commission** means the elected County Commission of the County.

1.2.8.1.2.10. **County** means Weber County, a political subdivision of the State of Utah.

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

1.2.10.1.2.12. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.2.11.1.2.13. **County's Vested Laws** means the "Uniform Land Use Code of Weber County, Utah" which is codified as "Part II – Land Use Code" in the "Weber County Code" which is in effect as of the date of this MDA except for "Title 102" of the Uniform Land Use Code of Weber County, Utah which is not included as a part of the County's Vested Laws. The County's Vested Laws are attached as Exhibit "E"

1.2.12.1.1.1. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.

1.2.13.1.1.1. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.

1.2.14.1.1.1. **Commission** means the elected County Commission of the County.

1.2.15.1.2.14. **Default** means a material breach of this ARMDA.

1.2.16.1.2.15. **Denial/Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or “redlines” by County staff.

1.2.17.1.2.16. **Design Standards** means the general standards for design of lots, RDUs and intended uses as specified in Exhibit C.

1.2.18.1.2.17. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Intended Uses.

1.2.19.1.2.18. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, Commercial Site PlanDesign Review, Conditional Use Permit or any other permit, certificate or other authorization from the County required for development of the Project.

1.2.20.1.2.19. **Development Report** means a report containing the information specified in Section 3.9 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.21.1.2.20. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.

1.2.22.1.2.21. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 11.

1.2.23.1.2.22. **Exceptions from County Standards** means the modifications to or from the County's current engineering and design requirements provided in the Design Standards and the Technical Standards of this Agreement, include certain modifications to or from the County's current engineering and design requirements. If there is any conflict between the Design Standards or the Technical Standards and the current County standards the Design Standards and the Technical Standards shall control.

1.2.24.1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2025), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.

1.2.25.1.2.24. **Home Owner Association(s) (or “HOA(s)”) means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.**

1.2.26. 1.2.25. **Hotel** means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service as well as related ancillary uses including, but not be limited to, conference and meeting rooms, restaurants, reception centers, and recreational facilities.

1.2.27. 1.2.26. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Zoning as modified in the Design Standards.

1.2.28. 1.2.27. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".

1.2.29. 1.2.28. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of One Hundred Sixty-Four (164) Residential Dwelling Units.

1.2.30. 1.2.29. **Notice** means any notice to or from any party to this ARMADA that is either required or permitted to be given to another party.

1.2.31. 1.2.30. **Open Space** means that definition as found in the County's Vested Laws as may be modified in the Master Plan.

1.2.32. 1.2.31. **Master Developer** means The Exchange, LLC, which owns the Property.

1.2.33. 1.2.32. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMADA. Outsourcing shall be at the sole discretion of the County.

1.2.34. 1.2.33. **Outsourced Work** means any work performed pursuant to Outsourcing.

1.2.35. 1.2.34. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.

1.2.36. 1.2.35. **Parties** means the Master Developer, and the County.

1.2.37. 1.2.36. **Party** means either the Master Developer, or the County individually.

1.2.38. 1.2.37. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.39. 1.2.38. **Prior Agreements** means any and all prior development agreements with the County or conditional use permits pertaining to the general development layout of the Property, including: a "Zoning and

Development Agreement dated October 11, 2002, which is recorded as Entry # 1883524; an “Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort” dated February 3, 2015, which is recorded as Entry # 2768159; an “Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort” dated March 22, 2016, which is recorded as Entry # 2784398; a “Second Amendment to Weber County Development Agreement for the Wolf Creek Resort” dated June 14, 2016, which is recorded as Entry # 2802028; a “Third Amendment to Weber County Development Agreement for the Wolf Creek Resort” dated January 2, 2018, which is recorded as Entry # 22917393; and a “Development Agreement” dated as of August 15, 2023 which is recorded as Entry # 3297522.

1.2.40.1.2.39. Private Improvements means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.

1.2.41.1.2.40. Project means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.

1.2.42.1.2.41. Property means the approximately Seventeen point Eight Four (17.84) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.

1.2.43.1.2.42. Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading, drainage, plan and backbone utilities.

1.2.44.1.2.43. Residential Dwelling Unit (“RDU”) means a single unit intended to be occupied for residential living purpose. An RDU does not include units in a Hotel.

1.2.45.1.2.44. Subdeveloper means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.46.1.2.45. Subdivision means the division of any portion of the Project into developable lots pursuant to CLUDMA.

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

1.2.48.1.2.47. System Improvements means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.49.1.2.48.

Techni

cal Standards means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County's Vested Laws as specified in Exhibit "D".

1.2.50.1.2.49.

Zoning

means the County's CVR-1 ~~zoning~~ zone and MPDOZ of the Property as specified in Section Title 104 Chapters -11 and 27+, et seq. of the County's Vested Laws.

2. **Effect of ARMDA.** Except as specified herein, this MDA shall be the sole development agreement between the parties related to the Project and the Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property. The Master Declaration of Covenants, Conditions and Restrictions dated May 15, 2002, recorded as Entry No, 1882728 in Book 2275 at Page 460, as amended by the First Amendment dated January 5, 2007 and recorded as Entry No. 2234358 and as amended by the Second Amendment dated February 26, 2013 and recorded as Entry No. 2624950, are not subject to this ARMDA and are recognized and acknowledged as being in full force and effect for Property.

3. **Development of the Project.**

3.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the County's Vested Laws, the County's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Intended Uses and Open Space within the Project. The Master Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Master Plan are controlled by the ARMDA, including the other exhibits thereto.

3.3. **Design Standards and Technical Standards.** The Project shall be engineered and designed pursuant to the County's Vested Laws except as those may be modified by the Design Standards or the Technical Standards. If there is any conflict between the Design Standards or the Technical Standards and the County's Vested Laws the Design Standards and/or the Technical Standards shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. ~~Accessory Internal accessory~~ dwelling units as provided by Utah State law, ~~casitas, external accessory dwelling units,~~ units in a hotel ~~or as a part of a commercial mixed use~~, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. **Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan reflects the general location and ~~configuration of PTOS, residential and commercial uses, and~~ other Intended Uses within the Project.

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3.4.2. ***Existing Number of Entitled RDUs and Process for Adding Additional RDUs Transferable Development Rights.*** The Parties acknowledge that Master Developer currently has only eighty four (84) RDUs entitled for use on the Property under the County's Vested Laws. In order to reach the Maximum RDUs allowed under this ARMDA Master Developer may move transfer Residential Development Rights, as defined in County Vested Laws, RDUs into the Project as provided in the County's Vested Laws irrespective of whatever jurisdiction the Project may be under at the time.

3.4.3. ***Measurement of Imported TDRs.*** The Parties acknowledge that any the quantity of TDRs Residential Development Rights available to be imported into the Project shall be calculated by the County's Vested Laws. Upon transfer, one transferred Residential Development Right shall be equal to one RDU.

3.4.4. ***and that Receiving Area Established.*** The Project is established as a "receiving area" for TDRs irrespective of any changes of jurisdiction.

3.4.5. ***Process for Importing Residential Development Rights.*** The Parties agree that the process required for the importation of Residential Development Rights shall be as provided in Section 104-22-11 of County Vested Laws, supplanting the term "FB Zone" for "CVR-1 Zone." However, the Parties agree that this Project is only a receiving area and any provision therein governing the transfer of a Residential Development Right from the Project is inapplicable.

3.4.3.3.4.6. ***Initial density.*** The Parties agree that the "initial density," as the term is used in Section 104-22-11 of County Vested Laws, shall be eighty-four (84) RDUs.

3.5. **Master Developers' Discretion.** Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment.

3.5.1. ***Concurrency Management of Future Development.*** Any phasing shall ensure appropriate access, fire protection, utilities, and other infrastructure for future phases and Master Developer shall seek the County's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.6. **Required Process.**

3.6.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no

improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

- 3.6.2. ***Building Permits.*** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed to the level required by the County's Vested Laws the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once there is water necessary for fire protection and any required street is constructed to a level that supports all of the fire authority's fire apparatuses. Except as provided in the County's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.
- 3.6.3. ***County and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.6.5. ***County Cooperation and Approval.*** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMADA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable), and this ARMADA.
- 3.6.6. ***Outsourcing of Processing of Development Applications.***
 - 3.6.6.1. ***County Processing.*** The provisions of Section 3.6.6 and 3.6.14 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another

jurisdiction, under the authority of the County Commission using the County's Vested Laws.

- 3.6.6.2. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 3.6.6.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.
- 3.6.6.4. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.6.5. **Final Payment.** Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.6. **Acceptance of Outsourced Work.** The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the

Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.

- 3.6.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.6.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.6.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.6.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this ARMDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain building permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses pursuant to the County's Vested Laws prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by

the County, except in compliance with the County's Code.

3.6.14. ***Outsourcing of Inspections.***

- 3.6.14.1. **County Processing.** The provisions of Section 3.6.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.14.2. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.6.14.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.
- 3.6.14.4. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.14.5. **Final Payment.** Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.14.6. **Acceptance of Outsourced Work.** The County shall accept the

results of any outsourced decision under this section without any further review by the County.

3.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2025), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The County shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the County a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

3.9. **Development Report.** With any Development Application, Master Developer shall file a Development Report showing:

- 3.9.1. **Ownership** of the portion of the Property subject to the Development Application;
- 3.9.2. **Maximum RDUs** The Maximum RDUs allowed by this ARMDA;
- 3.9.3. **Units Previously Platted Under This ARMDA.** The number of RDUs previously platted pursuant to this MDA and their percentage of the Maximum RDUs;
- 3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted Development Application, and their percentage of the Maximum RDUs;
- 3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development Application, and their percentage of the Maximum RDUs;
- 3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer pursuant to this ARMDA and their percentage of the Maximum RDUs; and
- 3.9.7. **Material Effects.** Any material effects of the sale on the Master Plan.

3.10. **Phasing.** The County acknowledges that Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors.

3.10.1. ***Master Plan and PTOS Compliance.*** The Development Application for any Phase shall comply with the Master Plan and the PTOS Plan.

Commented [CE3]: Shouldn't "PTOS" be deleted here? The definition and other applicable references have been deleted.

3.10.2. ***Concurrency.*** The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for and provide for future access and infrastructure connectivity and compatibility with future phases including the temporarily dead-end street provisions in County Vested Laws

3.10.3. ***Phasing Discretion.*** Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

3.11. ***Nightly Short-Term Rentals.*** All of the RDUs in the area shown on the Master Plan, Exhibit "B" may be used for short-term rentals.

Commented [CE4]: None shown on plan.

Zoning and Vested Rights.

3.12. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County and Master Developer intend that this ARMDA grants to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 17-27a-508 (2025).

Commented [CE5]: In previous agreements (e.g., Eagle Crest and the Bridges), this "Zoning and Vested Rights" section was numbered as Section 4. It looks like this Exchange MDA dropped the section number, making the paragraphs below a continuation of Section 3, resulting in lots of renumbering and possible incorrect internal references through the rest of the document. I'm guessing that this was inadvertent, due to Word deleting the section number when the previous paragraph was deleted. Do you want to make this section 4 again and verify that all numbering and internal references are correct?

3.13. **Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 1.2.10 are subject to only the following exceptions:

3.13.1. ***Master Developer Agreement.*** County's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

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

3.13.3. ***Codes.*** County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- 3.13.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated;
- 3.13.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 3.13.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2025).

3.14. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2025)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3.15. **Intended Uses.** The Intended Uses permitted in the Project include all uses allowed in the CVR-1 Zone and as specified modified in the Design Standards.

4. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2040. If as of that date Master Developer is in compliance of this ARMDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2045, and, thereafter, for two (2) additional periods of five (5) years each, provided the foregoing condition is true. This ARMDA shall also terminate automatically at Buildout.

5. **Application Under County's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the County's Vested Laws. Subdevelopers may not submit a Development Application under the County's Future Laws without the consent of the Master Developer.

Commented [CE6]: Check reference, especially if section 4 is renumbered.
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6. **Tax Benefits.** The County acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the County or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits, subject to the County's full and sole discretion to refuse to take any action that the Commission determines would be contrary to the best interest of the County and its residents.

7. **Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the County's Vested Laws, unless otherwise provided by CLUDMA, security for any Public Infrastructure is required by the County it shall be provided in a form acceptable to the County (which may include security based on real property) as specified in the County's Vested Laws. Partial releases of any such required security shall be made as work progresses based on CLUDMA and the County's Vested Laws.

7.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the County's Vested Laws in conformance with CLUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication, including, but not limited to, public roads, after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

7.3. **Snow Removal.** All of the streets and parking in the Project are private and the Home Owner's Association or management company shall snowplow all of the streets within the Project.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **“Upsizing”.** The County shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer and County are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the County to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

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8.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Process.

9. **Mass Grading.**

9.1. **Mass Grading.** Subject to the objective standards in the Design Standards, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 10.2.1. ***Specific Claim.*** Specify the claimed event of Default;
- 10.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;
- 10.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and
- 10.2.4. ***Optional Cure.*** If the County chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 10.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default or, if the optional curing period is provided, upon failure to timely cure a claimed Default, the parties shall engage in the Dispute Resolution Processes.

10.3. **Remedies.** If the ~~parties~~ are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

- 10.3.1. ***Law and Equity.*** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
- 10.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 10.3.3. ***Future Approvals.***
 - 10.3.3.1. ***Essential Systems.*** If the Default involves the construction of essential systems required for the development of the Project the

County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project until the Default has been cured.

- 10.3.3.2. **Master Developer Defaults.** If the Default is complained to have been committed by Master Developer but is not of an essential system the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits requested by Master Developer for development of those portions of the Project owned by Master Developer until the Default has been cured. The County may not under this subsection withhold any such applications, reviews, approvals, licenses, building permits and/or other permits for any Subdeveloper or assignee.
- 10.3.3.3. **Defaults of Subdevelopers or Assignees.** If the Default is complained to have been committed by a Subdeveloper or assignee but is not of an essential system the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits requested by Subdeveloper or assignee claimed to be in Default for development of those portions of the Project owned by that Subdeveloper or assignee until the Default has been cured. The County may not under this subsection withhold any such applications, reviews, approvals, licenses, building permits and/or other permits for the Master Developer or any other Subdeveloper or assignee.
- 10.3.3.4. **Reimbursement of costs.** Master Developer shall pay to the County the reasonable and actual costs, if any that the County may incur in determining whether a Default is subject to the provisions of this Section 10.3.3.

10.4. Public Meeting. Before any remedy in Section 10.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

10.5. Emergency Defaults. Anything in this ARMDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County then the County may impose the remedies of Section 10.3 without the requirements of Section 10.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

10.6. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence. The burden of proof of reasonable diligence shall be on the defaulting Party.

10.7. Default of Assignee. A default of any obligations assumed by an assignee shall not

be deemed a default of Master Developer.

11. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

11.1. **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

11.2. **Mediation of Disputes.**

11.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 11.3 shall be mediated.

11.2.2. ***Mediation Process.*** If the County and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

11.3. **Arbitration of Disputes.**

11.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

11.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 11.2.

11.3.3. ***Arbitration Process.*** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the

arbitrator determines as a part of the decision that the County's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County or Applicant to pay the arbitrator's fees.

11.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

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

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To Master Developer: The Exchange, LLC
Attn: Mr. John Lewis
3718 North Wolf Creek Drive
Eden, Utah 84310
jlewis@evoutah.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake County, UT 84106
bbaird@difficuldt.com

To County: Weber County
Attn: Commission Chair
2380 Washington Blvd
Ogden, UT 84401

With a Copy to: Weber County
Attn: Deputy County Attorney
2380 Washington Blvd
Ogden, UT 84401

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

12.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

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

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

its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Administrative Modifications.**

13.1 **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

13.1.2 ***Infrastructure.*** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

13.1.3 ***Minor Amendment.*** Any other modifications deemed to be minor routine and uncontested modifications by the Administrator. An allowable minor modification shall NOT include the Maximum RDUs.

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13.2 **Application to Administrator.** Applications for Administrative Modifications may only be requested by Master Developer and shall be filed with the Administrator.

13.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

13.3.2 ***Referral as Amendment.*** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 14.

13.4 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

14. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

14.1 **Who May Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

14.2 **Modification Application Contents.** Modification Applications shall

14.2.2 ***Identification of Property.*** Identify the property or properties affected by the Modification Application.

14.2.3 ***Description of Effect.*** Describe the effect of the Modification Application on the affected portions of the Project.

14.2.4 ***Identification of Non-County Agencies.*** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

14.2.5 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

14.2.6 **Proposed Text.** Show the proposed changes to the text of this MDA using a redline format that allows for easy identification of the proposed text.

14.3 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

14.4 **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

14.5 **Planning Commission Review of Modification Applications**

14.5.2 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application [and based on the ongoing workload of the applicable reviewers.](#)

14.5.3 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

14.6 **Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Commission shall consider the Modification Application.

14.7 **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).

15. **Estoppel Certificate.** If Master Developer or a Subdeveloper is not, in fact, in default then, upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.

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

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

19. **Assignability.** The rights and responsibilities of Master Developer under this ARMADA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.

- 19.1 **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.
- 19.2 **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
- 19.3 **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 19.4 **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.
- 19.5 **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMADA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 19.6 **County Objection.** The County may withhold its consent only: if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned; there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County; the County may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the County

or elsewhere; or, if the provisions of Section 19.9 have not been complied with.

19.7 **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

19.8 **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

19.9 **Recorded Notice.** An instrument shall be recorded specifying the material details of any assignment such as the number of acres, number of units, allocation of costs and responsibilities for any elements of the Project such as roads, parks, trails and open space, and any other material information regarding what rights and/or obligations are being assigned. The recorded instrument shall be signed by Master Developer and the assignee. The County shall also sign acknowledging that it has notice of the assignment and that the recorded instrument complies with this subsection.

20. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the County as when owned by Master Developer and as set forth in this ARMDA without any required approval, review, or consent by the County except as otherwise provided herein. Except as otherwise stated in this ARMDA, such Subdevelopers and related parties shall be subject to the same obligations as Master Developer would be if the sale or conveyance had not occurred.

21. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

22. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

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

25. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMADA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the County's Planning Division Director. The initial representative for Master Developer shall be John Lewis. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMADA and the development of the Project.

27. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMADA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMADA and therefore no provision of this ARMADA shall be construed for or against either party based on which party drafted any particular portion of this ARMADA.

29. **Applicable Law.** This ARMADA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

30. **Venue.** Any action to enforce this ARMADA shall be brought only in the Second District Court for the State of Utah, Utah County.

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

32. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are modified by this ARMADA (including all exhibits thereto), expressly modified by this ARMADA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – [D2] and this ARMADA, this ARMADA shall prevail. For any conflict between Exhibits B – [D2] and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Exhibit B is conceptual. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

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33. **Recordation and Running with the Land.** This ARMADA shall be recorded in the chain of title for the Property. This ARMADA shall be deemed to run with the land.

34. **Enforcement.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

35. **Authority.** The Parties to this ARMADA each warrant that they have all of the necessary authority to execute this ARMADA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMADA lawfully binding the County pursuant to Ordinance No. _____ adopted by the County Commission on July August, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day of JulyAugust, 2025.

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Master Plan
Exhibit "C"	Design Standards
Exhibit "D"	Technical Standards
Exhibit "E"	County's Vested Laws

[signatures on following pages]

COUNTY

WEBER COUNTY

_____, Commission Chair

ATTEST

, County Recorder

Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the ____ day of July, 2025, personally appeared before me Sharon Bolos, who being by me duly sworn, did say that she is the **COMMISSION CHAIR OF WEBER COUNTY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its County Commission and said Chairperson acknowledged to me that the County executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

The Exchange, LLC
A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of July, 2025, John Lewis personally appeared before me, duly sworn, did say that he is the Manager of **The Exchange, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Exhibit "A"
Legal Description of the Property

EXHIBIT A
THE EXCHANGE
LEGAL DESCRIPTION OF THE PROPERTY

PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE1 EAST, OF THE SALT LAKE BASE & MERDIAN, BEGINNING AT A POINTON THE EASTERLY RIGHT OF WAY LINE OF WOLF CREEK DRIVE BEINGLOCATED SOUTH 00D17'28" WEST 1564.28 FEET ALONG A LINE BETWEENTHE CENTER QUARTER CORNER OF AND THE SOUTH QUARTER CORNER OFSAID SECTION 22 AND NORTH 90D00'00" WEST 444.50 FEET FROM SAIDCENTER QUARTER CORNER, RUNNING THENCE ALONG SAID EASTERLYRIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH49D12'04" EAST 115.96 FEET, (2) ALONG THE ARC OF A 943.25 FOOTRADIUS CURVE TO THE LEFT 197.25 FEET, HAVING A CENTRAL ANGLEOF 11D58'55". CHORD BEARS NORTH 43D12'37" EAST 196.89 FEET,(3) NORTH 37D13'11" EAST 62.30 FEET, (4) ALONG THE ARC OF A3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING A CENTRAL ANGLE OF 03D05'31" CHORD BEARS NORTH 35D40'25" EAST196.09 FEET, (5) ALONG THE ARC OF A 2669.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12D04'01",CHORD BEARS NORTH 31D12'55" EAST 561.07 FEET, (6) NORTH25D10'55" EAST 167.79 FEET, THENCE SOUTH 64D49'05" EAST 159.47FEET, THENCE SOUTH 36D26'32" EAST 261.29 FEET, THENCE SOUTH52D33'51" WEST 109.84 FEET, THENCE SOUTH 37D26'09" EAST 19.37FEET, THENCE SOUTH 36D26'32" EAST 50.01 FEET, THENCE SOUTH53D49'51" EAST 373.44 FEET, THENCE SOUTH 46D20'04" EAST 394.83FEET, THENCE SOUTH 20D10'47" WEST 172.94 FEET, THENCE NORTH86D04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF CASCADESAT MOOSE HOLLOW CONDOMINIUMS PHASE 5, THENCE ALONG THEBOUNDARY LINE OF CASCADES AT MOOSE HOLLOW CONDOMINIUM PHASE 5,6, 7, 3 AND 1 THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH44D47'34" WEST 165.96 FEET (2) NORTH 44D47'34" WEST 42.13 FEET(3) NORTH 39D12'48" WEST 81.82 FEET, (4) NORTH 39D13'01" WEST148.45 FEET (5) NORTH 60D27'05" WEST 71.76 FEET, (6) NORTH84D14'30 WEST 49.97 FEET (7) SOUTH 34D17'37" WEST 213.48 FEET,(8) SOUTH 00D31'06" WEST 253.28 FEET (9) SOUTH 89D56'50" WEST118.57 FEET (10) SOUTH 00D27'18" WEST 98.78 FEET (11) SOUTH70D55'49" WEST 263.65 FEET, THENCE NORTH 79D07'31" WEST 98.41FEET, THENCE NORTH 43D31'13" WEST 279.44 FEET TO THE POINT OFBEGINNING.CONTAINING 17.841 ACRES.

Exhibit "B"
Master Plan

Exhibit "C"
Design Standards

EXHIBIT C
THE EXCHANGE DESIGN STANDARDS

Intended Uses Table

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. Any use not listed is prohibited. A use listed is a main use, unless listed in the "accessory uses" part of the table. Codes listed in the Special Provisions column reference County's Vested Laws. The "Townhomes" section applies to land uses within the area depicted on the Master Plan for Townhomes, the "Multifamily" section applies to the land uses within the area depicted on the Master for Multifamily Dwellings, "Multi-Purpose Commercial" section applies to the land uses within the area depicted on the Master [Plan](#) for Multi-Purpose Commercial [Structures](#) and the "Hotel" section applies to the land uses within the area depicted on the Master for Hotel buildings. [Multiple uses may occur on each site or in each building so long as each use is allowed in the respective development category.](#)

Uses Development Category	Townhomes	Multifamily	Multi-Purpose Commercial	Hotel	Special Provisions
<u>Uses:</u>					
ACCESSORY USES					
Accessory building, incidental to the use of a main building.	P	P	P	P	
Accessory use, accessory and incidental to the main use.	P	P	P	P	
Parking lot, accessory to a main use allowed in the zone.	P	P	P	P	
RECREATIONAL USES					
Private park, playground or recreation area, accessory to uses in the Project .	N	P	P	P	May include clubhouse, pool, and related uses. No privately owned commercial park or amusement business.
Public park, recreation rounds and associated buildings.	N	P	P	P	To be owned and operated by a public entity, and constructed to the standards of that entity.
RESIDENTIAL USES					
Townhome Dwelling.	P	N	N	N	
Multifamily Dwelling.	N	P	P	N	Allow for mix use in the same building.
Multi-Purpose Structure.	N	P	P	N	Allow for mix use in the same building.
Hotel Building.	N	N	N	P	
Short-term rental.	P	P	P	P	Pursuant to Title 108, Chapter 11.
COMMERCIAL USES					
Art gallery.	N	N	P	P	
Bank.	N	N	P	N	
Bookstore/newsstand.	N	P	P	P	

Beauty shop/barbershop.	N	P	P	P	
Day spa/fitness center.	N	P	P	P	
Deli/small grocery store.	N	P	P	P	
Florist shop.	N	P	P	P	
Gift shop, boutique.	N	P	P	P	
Music and video store.	N	N	P	N	
Restaurants, excluding those with drive-up windows.	N	N	P	P	
Sporting goods and clothing store.	N	N	P	N	
Public and private swimming pools.	P	P	P	P	
Vendor, short term.	N	P	P	P	
Beer parlor, sale of draft beer.	N	P	P	P	
Bed and breakfast inn or hotel.	N	P	P	P	
Recreation lodge.	N	P	P	P	
Dry cleaning pickup station.	N	N	P	P	
Dwelling unit, when a part of a recreation resort development complex.	N	P	P	P	
Recreation resort complex.	N	P	P	P	
Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.	N	P	P	P	
Liquor store.	N	N	P	P	
Medical/dental office.	N	N	P	N	
Outfitters base camp.	N	N	P	P	
Public utility substations.	N	N	P	P	
Real estate office.	N	P	P	P	
Ski equipment, snowmobile, boat, and bicycle rentals.	N	N	P	P	
Outdoor skating rink (ice or roller).	N	P	P	P	
Public parks.	N	P	P	P	
Conference/education center.	N	P	P	P	
Condominium rental apartment, including lockout rooms.	N	P	P	P	
Gazebo, pavilion.	N	P	P	P	
Time share condominiums including lockout rooms.	N	P	P	P	
Travel agency.	N	P	P	N	
Residential property rental and management agency for recreation resort complexes.	N	P	P	P	
Hotel/motel, including lockout rooms.	N	N	P	P	
Restaurants, including those with drive-up windows.	N	P	P	P	
Brewpub.	N	P	P	P	
Reception/banquet facilities.	N	P	P	P	

UTILITY USES					
Public utility substations	P	P	P	P	See Title 108, Chapter 10 and standards below.
Water storage reservoir, when developed by a utility service provider.	P	P	P	P	See Title 108, Chapter 10 and standards below.
TEMPORARY CONSTRUCTION USES					
Materials processing.	P	P	P	P	See standards below.
Mass grading.	P	P	P	P	See standards below.
Temporary construction building.	P	P	P	P	The building or use shall be removed upon completion or abandonment of the construction work.

Townhomes Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
<u>Minimum</u> Front Yard Setback:	0 Feet	Individual townhomes will be subdivided with zero lot lines, i.e. the lot lines will be the outside walls and the centerline party wall of the unit.
<u>Minimum</u> Side Yard Separation <u>Between</u> Buildings:	0 Feet	
<u>Minimum</u> Side Yard Setback for Corner Lot's Side Facing Street:	0 Feet	
<u>Minimum</u> Rear Yard Setback:	10 Feet	
Building Height:	Minimum: One Story. Maximum: 60 Feet.	
<u>Maximum</u> Lot Coverage:	NA	No common area required.
<u>Minimum</u> Commercial Area:	NA	No commercial area required.
<u>Minimum</u> Parking Spaces:	See special provisions.	To be determined by a parking study or as per county vested laws.

Commented [CE1]: This is 10 feet taller than current CVR-1 zone allows.

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
<u>Minimum</u> Front Yard Setback:	10 Feet	
<u>Minimum</u> Side Yard Separation <u>Between</u> Buildings:	5 Feet	
<u>Minimum</u> Side Yard Setback for Corner Lot's Side Facing Street:	5 Feet	
<u>Minimum</u> Rear Yard Setback:	10 Feet	
Building Height:	Minimum: One Story. Maximum: 60 Feet.	

Commented [CE2]: This is 10 feet taller than current CVR-1 zone allows.

<u>Maximum</u> Lot Coverage:	NA	No common area required.
<u>Minimum</u> Commercial Area:	NA	No commercial area required.
<u>Minimum</u> Parking Spaces:	See special provisions.	<u>To be determined by a parking study or as per county vested laws.</u> <u>Parking study or county vested laws.</u>

Multi-Purpose Commercial Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	<u>No minimum lot width required.</u>
<u>Minimum</u> Front Yard Setback:	0 Feet	
<u>Minimum</u> Side Yard Separation Between Buildings:	0 Feet	
<u>Minimum</u> Side Yard Setback for Corner Lot's Side Facing Street:	0 Feet	
<u>Minimum</u> Rear Yard Setback:	0 Feet	
Building Height:	Minimum: One Story. Maximum: 60 Feet.	
<u>Maximum</u> Lot Coverage:	NA	No common area required.
<u>Minimum</u> Commercial Area:	NA	No minimum commercial area required.
<u>Minimum</u> Parking Spaces:	See special provisions.	<u>To be determined by a parking study or as per county vested laws.</u> <u>Parking study or county vested laws.</u>

Commented [CE3]: This is 10 feet taller than current CVR-1 zone allows.

Hotel Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	<u>No minimum lot width required.</u>
<u>Minimum</u> Front Yard Setback:	0 Feet	
<u>Minimum</u> Side Yard Separation Between Buildings:	0 Feet	
<u>Minimum</u> Side Yard Setback for Corner Lot's Side Facing Street:	0 Feet	
<u>Minimum</u> Rear Yard Setback:	0 Feet	
Building Height:	Minimum: One Story. Maximum: 60 Feet.	
<u>Maximum</u> Lot Coverage:	NA	No common area required.
<u>Minimum</u> Commercial Area:	NA	No commercial area required.
<u>Minimum</u> Parking Spaces:	See special provisions.	<u>To be determined by a parking study or as per county vested laws.</u> <u>Parking study or county vested laws.</u>

Commented [CE4]: This is 10 feet taller than current CVR-1 zone allows.

Minimum Standards for Mass Grading and Materials Processing

Mass grading and materials processing are permitted uses requiring a land use permit provided compliance with the following minimum standards and regulations. Otherwise, both shall require a conditional use permit. Violation of a land use permit issued under these provisions constitutes a violation of this agreement. "The work" as used in the following means mass grading or materials processing.

- Application Submittal Requirements:
 - Grading and drainage plans, illustrating existing topography and the proposed pre-development rough topography using no greater than two-foot topographic contours.
 - The plan shall show the dirt and mud knock off area and vehicle wash facility, as further described below.
 - Dust mitigation plan.
 - Revegetation plan and financial assurance necessary to execute the revegetation plan.
 - A means of ensuring that Highway 158's pathway remains open and passable to the minimum standards of the Americans with Disabilities Act throughout the duration of the work.
- Approval Standards
 - No excavation, grading, or extraction shall occur below the development's intended rough grade.
 - The dust mitigation plan shall be implemented. The dust mitigation shall be in accordance with best practices and, at a minimum, provide for the following:
 - Water truck or other reasonably simple means of ground-surface moistening.
 - Routine watering schedule.
 - A commitment to control airborne dust from the site immediately after gaining knowledge of it.
 - Ground coverings of disturbed areas or other reasonable means of keeping dust from becoming airborne.
 - There shall be a dirt and mud knock off area where vehicles will be exiting the site along with a vehicle wash facility. All vehicles must be sprayed down before entering a public ROW.
 - Applicant or operator shall take all precautions necessary to minimize dirt and mud from being tracked onto the public right-of-way. If dirt or mud is tracked onto the public right-of-way, the applicant or operator shall clean off the roadway immediately after gaining knowledge of it. If this requires specialty equipment or vehicles, such as a street sweeper, applicant or operator shall have such equipment or vehicles on standby within three miles of the site to help facilitate immediate cleanup.
 - Noxious weeds shall be removed from the site prior to any significant grading work, and the site shall remain free of noxious weeds throughout the work.
 - Hours of operation shall be limited to 8AM to 6PM, Monday through Saturday.
 - A 6-foot berm shall be placed around the perimeter of the processing site.
 - All reasonable means of noise dampening shall be employed to ensure that sound levels from the work do not exceed 70 decibels when measured from within 100 feet of an adjacent dwelling. Between the hours of 11:00AM and 4:00 PM, decibels may be no more than 75 decibels.
 - Haul trucks leaving the site shall be limited to no more than seven per hour.
 - Before any processed material leaves the site, any public rights-of-way to be used for transportation shall be videoed and submitted to the County for storage. All material wear and tear that did not exist at the commencement of the work, as clearly evidenced in the video, and that is not related to other typical traffic from the area, shall be promptly repaired by Master Developer either at the conclusion of the operations, or at any time requested by the County due to excessive damage, and before any financial assurance collected for the work or for the development is released.
 - The on-site processing shall be allowed for a period of up to ninety (90) days which shall be automatically extended for another 90 days if Master Developer is not in default of the MDA including these specific requirements.
 - At the completion of the work, all areas of disturbed earth that is not a part of the Project's improvements shall be hydroseeded with a native grassy seed mix covered with straw mats in accordance with best practices.

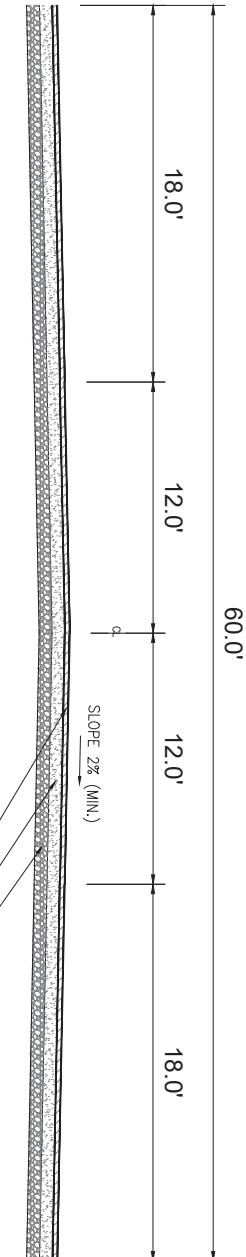
Minimum Standards for Public Utility Substations and Water Storage Reservoirs.

Public utility substations and water storage facilities are permitted uses requiring a land use permit and design review pursuant to County Vested Laws and provided compliance with the following minimum standards and regulations. Otherwise, both shall require a conditional use permit. Violation of a land use permit issued under these provisions constitutes a violation of this agreement.

- The use shall not reduce the overall level of service of any public street.
- Site design, site construction, and site construction staging shall be such that no impediments are created to vehicular and pedestrian traffic.
- Parking shall be provided onsite and shall be sufficiently sized to eliminate any need for offsite parking.
- All above ground utility infrastructure or components shall be located inside a fully enclosed building unless prohibited by the applicable utility.
- If not located within a fully enclosed building, above ground infrastructure shall be fully screened from view from adjacent properties and comply with the following:
 - Plants used for screening shall be evergreen plantings of a size, shape, and spacing to provide full screening.
 - A wall shall be tall enough to provide full screening.
 - Any other means as long as, based on the discretion of the Planning Division Director, the means provide equal or greater screening and aesthetic qualities than those otherwise applicable.
- Ground cover shall be provided for all outside areas of the site not used for vehicle access or parking, and for areas not visually screened as provided above.
- Chainlink fencing, if used, shall be powder or vinyl coated and be either black or a muted earth-toned color that is observable from the site.

Exhibit "D"
Technical Standards

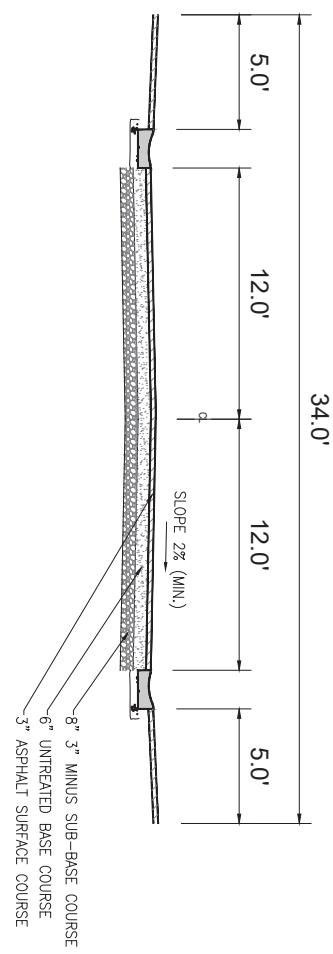
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ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

60' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

34' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

EXHIBIT C TECHNICAL STANDARDS

EX- D

SHEET TITLE	TECHNICAL STANDARDS
DATE	JUNE 2025
PROJECT	000-0000-00
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	

THE EXCHANGE

Planning Commission Staff Report - The Exchange DA Amendment Page 58 of 125

WEBER COUNTY UTAH



Exhibit "E"
County's Vested Laws

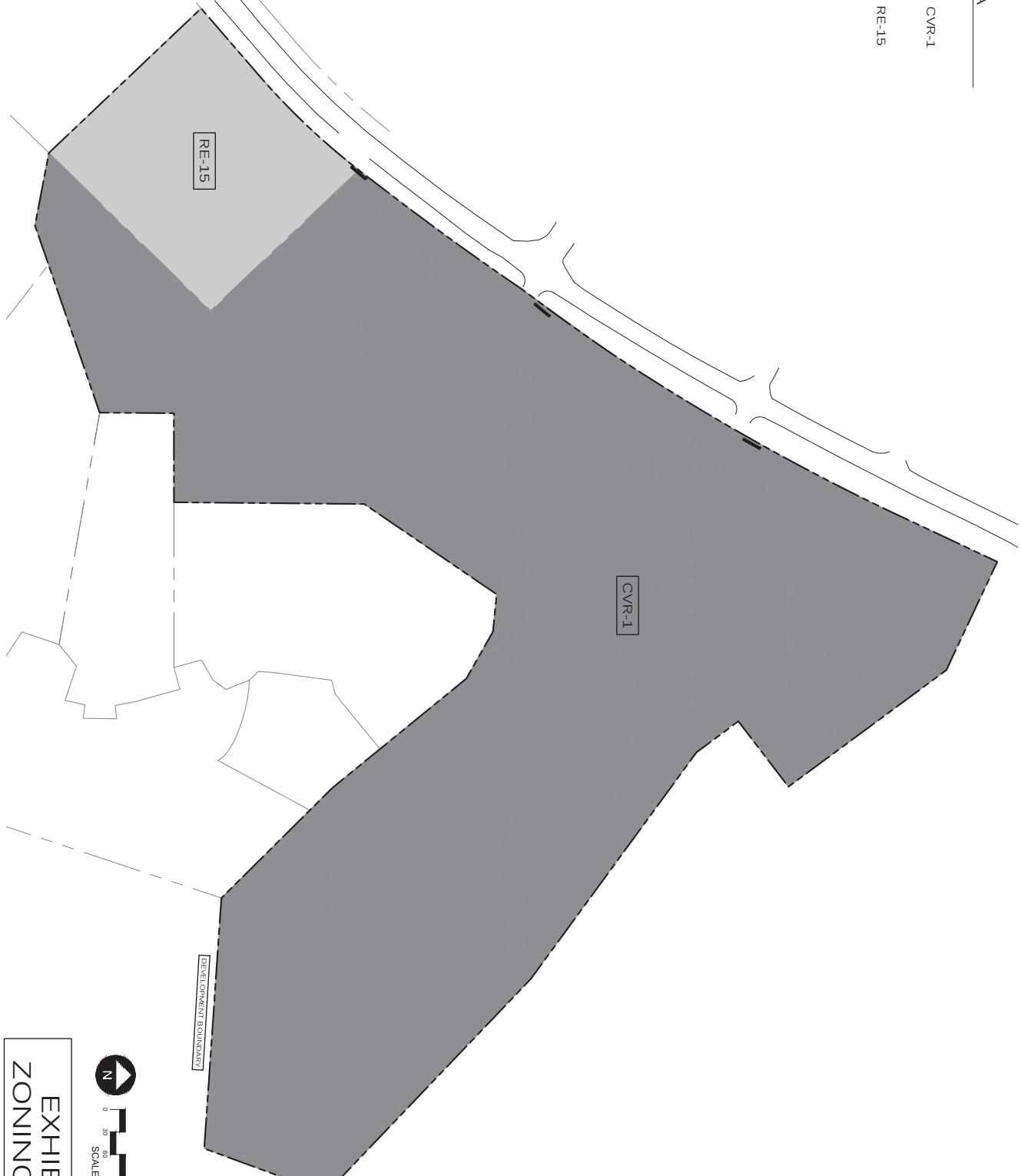
TO BE ADDED BEFORE
RECORDING

Exhibit "F"
Existing Zoning

ZONING DATA

CVR-1

RE-15



**EXHIBIT F
ZONING PLAN**



DEVELOPMENT BOUNDARY

RE-15

CVR-1

DATE: JUNE 2005
PROJECT: 000 0000.37
DRAWN BY: TK
REVIEW BY: TK
VERSION: 1
REVISIONS:
SHEET TITLE: ZONING PLAN
SHEET NUMBER: EX. F

THE EXCHANGE

Planning Commission Staff Report - The Exchange DA Amendment Page 61 of 125

WEBER COUNTY UTAH



When recorded, return to:
Wolf Creek Resort Holdings, LLC
3718 N Wolf Creek Drive
Eden, UT 84310

For recorder's use only



2023
DEVELOPMENT
AGREEMENT
BEING REPLACED

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

Wolf Creek Resort Holdings, LLC
WCU, LLC

Wolf Creek Exchange, LLC
Eagle Crest, LLC
Cobabe Ranch, LLC
Elkhorn, LLC

Wolfgang E. Korndoerfer Trust

Table of Contents

	<u>Page</u>
1. Effective Date / Initial Term & Extension Terms / Termination	2
2. Definitions and Interpretation	3
3. Rezoning and Density Transfer	4
4. Projects	5
5. Project Areas	5
6. Project Developers	6
7. Project Descriptions	6
8. Development Standards	9
9. Vesting	9
10. Default and Remedies	11
11. Independent Application of Agreement to Each Project	12
12. Amendments	12
13. Termination of Agreement	13
14. Notices	13
15. General Provisions	14

List of Exhibits

Exhibit A: Zoning Map

Exhibit B: Density Transfer Map

Exhibit C: The Exchange Site Plan

Exhibit D: The Exchange Architectural Depictions

Exhibit E: Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

Exhibit F: Eagle Crest Site Plan

Exhibit G: Eagle Crest Architectural Depictions

Exhibit H: Forest Residential Zone (FR-3) Ordinance

Exhibit I: Cobabe Ranch Townhomes Site Plan

Exhibit J: Cobabe Ranch Townhomes Architectural Depictions

Exhibit K: Cobabe Ranch Single-Family Homes Site Plan

Exhibit L: Cobabe Ranch Single-Family Homes Architectural Depictions

Exhibit M: Residential Estate Zones (RE-15/RE-20) ordinance

Exhibit N: Burdened Parcels

Table of Contents / List of Exhibits

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2023, by and between Weber County, a political subdivision of the State of Utah (the “County”) and Wolf Creek Resort Holdings, LLC, a Utah limited liability company (“WCH”), WCU, LLC, a Utah limited liability company (“WCU”), Wolf Creek Exchange, LLC, a Utah limited liability company (“WCE”), Eagle Crest, LLC, a Utah limited liability company (“EC”), Cobabe Ranch, LLC a Utah limited liability company (“CR”), Elkhorn, LLC (“Elkhorn”), and the Wolfgang E. Korndoerfer Trust (“WKT”). WCH, WCU, WCE, EC, CR, Elkhorn and WKT are collectively referred to in this Agreement as the “Developer Parties.” The County and the Developer Parties are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. The Developer Parties desire and intend to implement a master concept development plan (“Plan”) for certain parcels of land (“Parcels”) located in the unincorporated area of Weber County known as Eden.
- B. The Developer Parties’ implementation of the Plan will require (A) rezoning of certain Parcels (“Zone Changes”), and (B) transfer and reallocation of the maximum number (i.e. density) of residential dwelling units (“Units”) that may be constructed on the Parcels (“Density Transfer”).
- C. As more particularly set forth in this Agreement, the Zone Changes will cause certain Parcels zoned as Forest Residential Zone FR-3, Residential Estates Zone RE-20, Residential Estates Zone RE-15, Commercial Valley Resort Recreation Zone CVR-1, Agricultural Valley AV-3, and Forest Zone F-5 (the “Prior Zones”) to be subject to a Master Planned Development Overlay Zone (“MPDOZ”) and/or Open Space Zone O-1 (the “New Overlay Zones”).
- D. The County and Wolf Creek Properties, L.C., a Utah limited liability company (the “Original Developer”) entered into that certain Zoning Development Agreement dated October 11, 2002, which was recorded in the Weber County Recorder’s Office on October 22, 2002, in Book 2276 beginning at Page 990, as Entry No. 1883524 (the “Original Development Agreement”).
- E. The purpose of the Original Development Agreement was to, among other matters, allocate the available density of Units for development of the Wolf Creek Resort (the “Resort”) based upon zoning classifications and available acreage within each zone.
- F. The Original Development Agreement was amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort dated March 22, 2016, which was recorded in the Weber County Recorder’s Office on March 23, 2016, as Entry No. 2784398 (the “Amending and Clarifying Agreement”).
- G. The purpose of the Amending and Clarifying Agreement was to, among other matters, amend and clarify certain provisions of the Original Development Agreement in order to assign available density entitlements for undeveloped areas of the Resort.
- H. The Parties have agreed to enter into this Agreement in order to memorialize certain Zone Changes and Density Transfers as needed to properly implement the Plan.

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

AGREEMENT

1 Effective Date / Initial Term & Extension Terms / Termination.

- 1.1 Effective Date.** This "Effective Date" of this Agreement shall be the date this Agreement has been recorded in the Weber County Recorder's Office against each of the Burdened Parcels, as required under Section 15.15, below.
- 1.2 Initial Term.** The "Initial Term" of this Agreement shall commence on the Effective Date and continue until December 31, 2038, unless terminated earlier as set forth in this Agreement. The Initial Term and each Extension Term (as defined under Section 1.3, below) shall be individually and collectively referred to as the "Term" of this Agreement.
- 1.3 Extension Terms.** The Term of this Agreement shall automatically extend for successive five (5) year periods (each such five-year period is referred to herein as an "Extension Term") immediately upon the end of the Initial Term, and each and every Extension Term thereafter.
- 1.4 County Election Not to Renew.** No later than one (1) year prior to the expiration of the Initial Term, or any given Extension Term, The County may deliver to the Project Developer(s) of any given Project(s) written notification that the County has elected not to renew this Agreement with regard to such Project(s).
- 1.5 Termination (Individual Projects).** This Agreement shall terminate with regard to any particular Project if either of the following occurs:
 - (a) the Project Developer(s) of such Project default under any provision of this Agreement and such default is not remedied per Section 10 of this Agreement; or
 - (b) the County and the Project Developer(s) of such Project mutually agree to terminate this Agreement pursuant to a written notice of termination that is recorded solely against the Project Areas upon which such terminated Project is located.

The termination of this Agreement with regard to any particular Project, or with regard more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

Aside from the County's right to elect not to renew this Agreement, as set forth under Section 13, below, this Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

- 1.6 Expiration or Termination.** The expiration or termination of this Agreement with regard to any particular Project shall result in the reversion of the Project Area(s) upon which such Project is located, or was intended to be located, back to the rights, standards, and regulations of the underlying zones, including the reversal of any Zone Changes and Density Transfer associated with such Project Areas. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the underlying zone.
- 1.7 Term of Agreement Related to Ongoing Performance Responsibilities.** The Term of this Agreement as it relates to the Project Developers' ongoing operations, performance, or maintenance responsibilities regarding their particular Project shall not terminate or expire unless authorized in writing by County.

2. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized. Words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 2.1 Agreement.** "Agreement" means this Development Agreement between the County and Developer Parties, as approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2 County.** "County" means Weber County, Utah.
- 2.3 Developer Parties.** "Developer Parties" collectively means Wolf Creek Resort Holdings, LLC, a Utah limited liability company ("WCH"), WCU, LLC, a Utah limited liability company ("WCU"), Wolf Creek Exchange, LLC, a Utah limited liability company ("WCE"), Eagle Crest, LLC, a Utah limited liability company ("EC"), Cobabe Ranch, LLC a Utah limited liability company ("CR"), Elkhorn, LLC ("Elkhorn"), and the Wolfgang E. Korndoerfer Trust ("WKT"), or any of their successors or assigns.
- 2.4 Development Standards.** "Development Standards" means the requirements for each Project set forth under Section 8 of this Agreement.
- 2.5 Effective Date.** "Effective Date" has the meaning set forth under Subsection 1.1 of this Agreement.
- 2.6 Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that prevents or delays the performance by such Party of any obligation arising under this Agreement, including, for example, but without limitation, the following occurrences or events: condemnation; expropriation; plague; drought; landslide; tornado; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to any Project caused by third parties; riot or similar civil disturbance or commotion; other acts of God; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.7 Parties.** "Parties" collectively means and refers to the County and the Developer Parties.
- 2.8 Project(s).** "Project(s)" refers to each or all of the Projects described under Section 4 of this Agreement, including The Exchange, Eagle Crest, and Cobabe Ranch.
- 2.9 Project Area(s).** "Project Area(s)" mean the area(s) upon which any particular Project is or will be developed. Such areas are identified as AREA "A" through AREA "I" on the Zoning Map attached to and made part of this Agreement as *Exhibit "A"*.
- 2.10 Project Developer(s).** "Project Developer(s)" means and refers to the Developer Party (or Developer Parties) responsible for the development of any particular Project that is governed by this Agreement. The Project Developer(s) of any such Project solely include(s) the Developer Party (or Developer Parties) that own(s) the Project Area(s) upon which such Project will be developed. Section 6, below, identifies the Project Developer(s) of each Project as of the Effective Date of this Agreement.
- 2.11 Routine and Uncontested.** "Routine and Uncontested" means simple and germane to any particular Project, or the Project Area(s) on which such Project is located, having very little chance of effect on the character of the Project Area, and not anticipated to generate concern from the public.

3. Rezoning and Density Transfer.

3.1 Zone Changes. Each of the Zone Changes are identified on the map attached to and made part of this Agreement as *Exhibit "A"* (the "Zoning Map"). Page 1 of the Zoning Map shows the existing zones. Each new zone or overlay zone, as applicable, is identified on the labels for each of the Project Areas, as shown on Page 2 of the Zoning Map. The following table ("Zone Change Table") further details each Zone Change, including the Project Areas, the Weber County Parcel number(s), the total acres in the Weber County Parcel(s) that comprise the Project Area(s), the Weber County Parcel owner, the existing zone(s), and the new zone or overlay zone, as applicable.

Zone Change Table					
Project Area(s)	Weber County Parcel Number(s)	Total Acres	Parcel Owner	Zone Change	
				Existing Zone	New Zone or Overlay Zone
A, B & C	22-015-0110	61.12	Eagle Crest, LLC	RE-20 & FR-3	MPDOZ
D	22-016-0079	1.87	Wolf Creek Exchange, LLC	RE-15	MPDOZ
E	22-016-0108 22-016-0085 22-016-0098	15.975	WCU, LLC	CVR-1	MPDOZ
F	22-148-0014	4.77	Wolfgang E. Korndoerfer Trust	RE-15	O-1
G	22-020-0028	3.51	Elkhorn, LLC	RE-15	MPDOZ
H & I	22-020-0040	82.147	Cobabe Ranch, LLC	F-5	MPDOZ
I	22-021-0048 22-021-0006 22-021-0111	90.542	Wolf Creek Resort Holdings, LLC	AV-3	AV-3

3.2 Transferable Units. Section 2 of the Amending and Clarifying Agreement includes a table ("Density Allocation Table") that summarizes, among other matters, the total number of Units assigned to certain "Development Parcels" / "Zoning Parcel Nos"¹ as shown under the Density Allocation Table.

3.2.1 The County has determined and agreed that the Units assigned to the Development Parcels owned by WCU, as shown on the Density Allocation Table in the Amending and Clarifying Agreement (i.e. Development Parcel/Zoning Parcel No. 3 zoned as FR-3 (73 Units); Development Parcel/Zoning Parcel No. 4 zoned as FR-1 (1 Unit); and that portion of Development Parcel/Zoning Parcel No. 12 zoned as CVR-1 (162 Units) (collectively, the "Transferable Units") may be set aside for transfer and reallocation to other areas of the Resort. The County has further determined and agreed that the Transferable Units also include 5 Units² owned by WCU that are associated with Project Area D, as identified in the Zone Change Table, above. Accordingly, the County agrees that WCU currently holds a total of 241 Transferable Units.

¹ The terms "Development Parcel(s)" and "Zoning Parcel(s)" as used in the Amending and Clarifying Agreement, and the term "Parcel(s)" as used in this Agreement, are not synonymous.

² These 5 Units are from that portion of Development Parcel/Zoning Parcel No. 12 zoned as CV-2, as shown on the Density Allocation Table in the Amending and Clarifying Agreement.

3.3 Density Transfer Map. The map attached to and made part of this Agreement as *Exhibit "B"* (the "Density Transfer Map") illustrates WCU's transfer of the Transferable Units. The general locations of 73 Units from Development Parcel/Zoning Parcel No. 3, 1 Unit from Development Parcel/Zoning Parcel No. 4, 162 Units from Development Parcel/Zoning Parcel No. 12-1, and the 5 Units from Parcel 12-2 are identified by the corresponding numerical labels on the Density Transfer Map displaying each of those Unit quantities.³

3.4 Transferred Units. WCU has elected to transfer a portion of the Transferable Units to certain Project Areas that are owned, and will be developed, by other Developer Parties. Accordingly, the County agrees WCU may immediately transfer a portion of the Transferable Units as follows:

3.4.1 144 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the mixed-use residential/commercial development known as The Exchange, located in Project Areas D & E.

3.4.2 22 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the residential subdivision known as Eagle Crest, located in Project Areas A, B & C. Eagle Crest previously had an allowed density of 90 Units, and hereafter has an allowed density of 112 Units.

3.4.3 55 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Maps) shall be transferred to a portion of the residential subdivision known Cobabe Ranch – specifically Project Area H. Cobabe Ranch previously had an allowed density of 46 Units, and hereafter has an allowed density of 101 Units.

3.5 Remaining Units. The County agrees that, following WCU's transfer of the 221 Transferable Units, as described above, WCU will continue to hold the remaining 20 Transferable Units, which WCU may elect to transfer at some future point in time, as permitted by applicable County codes.

4. Projects.

The purpose of the Zone Changes and Density Transfer is to accommodate and allow for development of the following three (3) Projects:

The Exchange – mixed-use residential/commercial
Eagle Crest – residential townhomes and condominiums
Cobabe Ranch – residential townhomes and single-family homes

5. Project Areas.

Each Project will be developed on the following Project Areas, as identified on the Zoning Map:

The Exchange – Project Areas D & E (totaling 17.84 acres)
Eagle Crest – Project Areas A, B & C (totaling 61.12 acres)
Cobabe Ranch – Project Areas G, H & I (totaling 176.67 acres)

³ Each Development Parcel/Zoning Parcel No., as shown on the Density Allocation Table under Section 2 of the Amending and Clarifying Agreement, is identified as a "PARCEL" on the Density Transfer Map attached to this Agreement as *Exhibit "B"*. The identification of each "PARCEL" on the Density Transfer Map, and the term "Parcel" as used in this Agreement, are not synonymous.

6. Project Developers.

Each Project will be developed solely by the Developer Party or Developer Parties that own(s) the Project Areas upon which such Project will be developed (the "Project Developer(s)").

As of the Effective Date, the Project Developers are as follows:

<u>Project</u>	<u>Project Developer(s)</u>
The Exchange	Wolf Creek Exchange, LLC WCU, LLC
Eagle Crest	Eagle Crest, LLC
Cobabe Ranch	Elkhorn, LLC Cobabe Ranch, LLC Wolf Creek Resort Holdings, LLC

7. Project Descriptions.

7.1 The Exchange. The Exchange Project will include 144 condominium Units, along with a hotel, retail and food services.

7.1.1 Site Plan. The Exchange site plan is attached to and made part of this Agreement as *Exhibit "C"*.

7.1.2 Architectural Depictions. The Exchange architectural depictions are attached to and made part of this Agreement as *Exhibit "D"*.

7.1.3 Allowed Uses:

As permitted under the Commercial Valley Resort Recreation Zone (CVR-1) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "E"*.

7.1.4 Site development standards:

As permitted in the regulations of the Commercial Valley Resort Recreation Zone (CVR-1) as of the Effective Date of this Agreement.

7.2 Eagle Crest. Eagle Crest Project will include 72 townhome Units and 120 condominium Units. An additional 80 Units will eventually be transferred to Project Areas A, B and C in order to bring the Eagle Crest Project to a total of 192 total Units.

7.2.1 Site Plan. The Eagle Crest site plan is attached to and made part of this Agreement as *Exhibit "F"*.

7.2.2 Architectural Depictions. The Eagle Crest architectural depictions are attached to and made part of this Agreement as *Exhibit "G"*.

7.2.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)

7.2.4 Allowed Uses:

As permitted in Forest Residential Zone (FR-3), except short term rentals are prohibited.

7.2.5 Site development standards:

Unless otherwise permitted by this Agreement, the site development standards of Eagle Crest will be as permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.

7.2.6 Lot Requirements:

For townhomes, the lot size requirements of the FR-3 zone will apply

7.2.7 Building / Unit Requirements:

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

7.2.8 Setback Requirements:

- 15' minimum front yard setback
- Side and rear setbacks:
 - 8' with total width of two side yards not less than 18'
 - 20' side facing street on a corner lot
- 20' minimum rear setback

7.2.9 Open Space Requirements:

- Minimum open space is 40% (common area)

7.2.10 Design Variations:

Parking:

Two (2) parking spots per Unit
Stalls 180 SF but at 8'x22.5' (not 10'x18')

Curbs:

Requested rolled curb and gutter vs high back

Setbacks:

Front standard 25' and requested 15'
Rear standard 30' and requested 20'

7.3 Cobabe Ranch. The Cobabe Ranch Project will include 68 townhomes, 18 single-family homes located on individual 3-acre lots (AV-3), and 15 single-family homes located on individual 2-acre lots (101 total Units). The 18 single-family homes located on 3-acre lots will be located on that portion of the Cobabe Ranch Project that remains Zone AV-3 (Project Area H). The 15 single-family homes located on 2-acre lots, along with the townhomes, will be located on that portion of the Cobabe Project identified as Zone F-5 (Project Area I).

7.3.1 Cobabe Ranch – Townhomes

7.3.1.1 Site Plan. The Cobabe Ranch Townhomes site plan is attached to and made part of this Agreement as *Exhibit "I"*.

7.3.1.2 Architectural Depictions. The Cobabe Ranch Townhomes architectural depictions are attached to and made part of this Agreement as *Exhibit "J"*.

7.3.1.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)

7.3.1.4 Allowed Uses:

- As permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.
- Short term rentals are restricted to three (3) night minimums

7.3.1.5 Lot Requirements:

- For townhomes, the lot size requirements of the FR-3 zone will apply

7.3.1.6 Building / Unit Requirements:

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

7.3.1.7 Setback Requirements:

- 15' minimum front yard setback
- Side and rear setbacks:
 - 8' with total width of two side yards not less than 18'
 - 20' side facing street on a corner lot
- 20' minimum rear setback

7.3.1.8 Open Space Requirements:

- Minimum open space is 40% (common area)

7.3.1.9 Design Variations:

- Parking:
 - Two (2) parking spots per townhomes
 - Stalls 180 SF but at 8'x22'x5' (not 10'x18')
- Curbs:
 - Requested rolled curb and gutter vs high back
- Setbacks:
 - Front standard 25' and requested 15'
 - Rear standard 30' and requested 20'

7.3.2 **Cobabe Ranch – Single-Family Homes**

7.3.2.1 Site Plan. The Cobabe Ranch Single-Family Homes site plan is attached to and made part of this Agreement as *Exhibit "K"*.

7.3.2.2 Architectural Depictions. The Cobabe Ranch Single-Family Homes architectural depictions are attached to and made part of this Agreement as *Exhibit "L".*]

7.3.2.3 Allowed Uses:

- As permitted under the Residential Estate Zones (RE-15/RE-20) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "M"*.
- Short term rentals are restricted to three (3) night minimums

7.3.2.4 Lot Requirements:

- 15K / 20K minimum lot area
- 60' minimum lot width

7.3.2.5 Building / Unit Requirements:

- 60% maximum lot coverage by buildings
- Building height maximum 35'

7.3.2.6 Setback Requirements:

- 10' minimum side setback with total width of 2 side yards not less than 24'
- Side facing street on corner lot 20'
- 10' minimum side setback facing street on corner lot, except 50' from the centerline of the street on an arterial or collector street
- 30' rear setback

7.3.2.7 Open Space Requirements:

- None

7.3.2.8 Design Variations:

- None

7.3.3 **Cobabe Ranch – Northeast Access Road / Gate**

As shown on the Cobabe Ranch Townhomes site plan (*Exhibit "I"*) and the Cobabe Ranch Single-Family Homes site plan (*Exhibit "K"*), the Cobabe Ranch Project will include a road, located between Single-Family Home Lot 28 and Single-Family Home Lots 29/30, that provides access to and from the northeast section of the Cobabe Ranch Project (the "Northeast Access Road"). The Northeast Access Road will connect the Cobabe Ranch Project to the adjacent residential subdivision known as "Trappers Ridge at Wolf Creek" (the "Trappers Ridge Community"). More specifically, the Northeast Access Road will connect to the road identified as "FUTURE TELLURIDE ROAD" ("Telluride Road") on that certain plat map entitled "Trappers Ridge at Wolf Creek P.R.U.D., Phase 7A," which was recorded in the Weber County Recorder's Office on July 14, 2020 in Book 88 at Page 20 as Entry No. 3068600.

The Northeast Access Road will include an emergency access "crash gate" located at or near the boundary between the Cobabe Ranch Project and the Trappers Ridge Community (the "Crash Gate"). The cost of the Crash Gate, including materials and installation, will be solely paid by the Developer Parties of the Cobabe Ranch Project. The specifications of the Crash Gate shall meet any requirements set forth by the Weber County Fire District, or any other governmental agency or authority. The County shall, at all times, have sole and absolute discretion and authority to remove the Crash Gate in order to cause unrestricted access between the Cobabe Ranch Project and the Trappers Ridge Community, including public use of the Northeast Access Road / Telluride Road. The cost of repairing and/or replacing the Crash Gate will be paid by the homeowners association that governs the Single-Family Home Lots that comprise the Cobabe Ranch Project.

7.3.4 **County Services**

Unless or until any Project Area(s) is/are incorporated or annexed into a municipality or district, the County agrees to provide to the Project located on such Project Area(s) all County services it provides to other properties and residents within similar areas of unincorporated Ogden Valley including, but not limited to, law enforcement, fire services and other emergency services. Such services shall be provided to the Project at substantially the same levels of services, on the same terms, and at the same rates as provided to other residents and properties in similar areas of unincorporated Ogden Valley.

8. Development Standards.

8.1 Use of Project Areas. Uses allowed in each Project Area shall be limited to those set forth under Section 7, above.

8.2 Fire Protection. If deemed necessary by the local fire authority, each building shall be fire-sprinkled such that each Unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority. If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Project Developer(s) shall install a water trunk line no less than eight (8) inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.

8.3 Noxious Weeds. The Project Developer(s) shall be responsible for regular monitoring and removal of noxious weeds on the Project Areas on which their Project is located.

8.4 Floodplain Development. The Project Developer(s) agree(s) to maintain compliance with any floodplain development requirements that apply to their Project or Project Area.

8.5 Construction Staging. The Project Developer(s) agree(s) there will be no construction staging beyond the site of their Project, except what is reasonable and necessary for the construction of access to the site and/or fulfill the requirements of any applicable laws, rules or regulations.

8.6 Sanitary Sewer and Culinary Water. The Project Developer(s) agree(s) to satisfy the requirements of the Wolf Creek Water and Sewer Improvement District, if any, regarding sanitary sewer and culinary water provisions for the Project Areas on which their Project is located.

8.7 Permits. The Project Developer(s) agree(s) to obtain all necessary federal, state, and local permits required prior to any work on any portion of their Project or Project Area that requires such permits, including, but not limited to, building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

8.8 In addition to the development standards set forth under this Section 8, the development of each Project shall comply with any applicable federal, state and County ordinances, laws, rules, and regulations.

9. Vesting.

9.1 The Parties acknowledge, understand and agree that, to the maximum extent permitted under applicable County, State or Federal laws, this Agreement (A) effectuates and grants the Zone Changes, (B) effectuates and grants the Density Transfer, and (C) grants each Developer Party the right to use and develop the Project Area(s) owned by such Developer Party, along with the right to develop and construct the Project to be located upon such Project Area(s), as collectively set forth in this Agreement, without modification or interference by the County, except as allowed or required by this Agreement or any applicable laws (collectively, the "Entitlements"). The Parties intend that the rights granted to the Developer Parties under this Agreement are contractual, and that the Developer Parties shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that the Entitlements are "vested rights" as that term is construed under Utah's common law and pursuant to Utah Code Ann. §17-27a-508.

9.2 Neither the County nor any department or agency of the County shall impose upon any Project or Project Area (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the Entitlements or any other development rights provided by this Agreement. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and /or the Entitlements if it would accomplish any of the following results in a manner that is inconsistent with or more restrictive than any applicable law, either by specific reference to any Project or as part of a general enactment that applies to or affects any Project or Project Area:

- (i) change any land uses or permitted uses of any Project or Project Area;
- (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of any Project or Project Area in any manner so long as all applicable requirements of this Agreement and the applicable zoning ordinances are satisfied; or
- (iii) apply to any Project or Project Area any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations.

Notwithstanding the foregoing, if any Developer Party considers any New Law to be beneficial to such Developer Party's Project or Project Area, this Section 9 does not require the Developer Party to comply with the superseded ordinance, but rather in such cases, the Developer Party may, with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to such Project or Project Area.

9.3 The Parties understand and agree that each Project and Project Area will be required to comply with any New Laws that do not limit or interfere with any Developer Party's vested rights, including any Entitlements or any other development rights granted pursuant to the terms of this Agreement. The following is a non-exhaustive list, for illustrative purposes, of examples of the type of New Laws that may be enacted by the County that would apply to and be enforced against any Project or Project Area:

- 9.3.1** **Compliance with State and Federal Laws.** Any New Laws that are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting any Project or Project Area.
- 9.3.2** **Safety Code Updates.** Any New Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 9.3.3** **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
- 9.3.4** **Fees.** Changes to the amounts of fees for the processing of development applications that are generally applicable to all developments within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
- 9.3.5** **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

9.4 Each Developer Party acknowledges, understands and agrees that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify any Developer Party's vested rights, including any Entitlements or any other development rights, as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Sections 17-27a-508 and 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws

9.5 The Parties acknowledge, understand and agree that any use lawfully established under this Agreement replaces and supersedes any previously approved development agreements that may pertain to or be recorded against any Project or Project Area.

10. Default and Remedies.

10.1 Default / Cure. No Party shall be in default under this Agreement unless such Party fails to perform as required under this Agreement for a period of sixty (60) days after such Party has received written notice of default ("Notice of Default") from any other Party. The Notice of Default shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the default is such that it cannot be reasonably cured within such 60-day period, then commencement of the cure within such 60-day time period and diligent prosecution to completion of the cure shall be deemed a cure of the default.

10.2 County Enforcement / Remedies. The failure of any Project Developer(s) to comply with this Agreement constitutes a violation of the Weber County Land Use Code, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project and/or Project Areas that are developed and/or owned by such Project Developer(s) that have failed to comply with this Agreement. The County acknowledges and agrees that, any such failure of any Project Developer(s) to comply with this Agreement shall be deemed a default as described under Section 10.1, above. Accordingly, prior to applying any Weber County Land Use Code enforcement and/or remedies, the County must first deliver to such Project Developer(s) a Notice of Default and must give such Project Developer(s) a reasonable opportunity to cure such default, as set forth under Section 10.1.

10.3 Dispute Resolution Process.

10.3.1 Conference. In the event of any dispute relating to this Agreement, any Party, upon the request of any other Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) any Developer Party involved in the dispute shall send representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

10.3.2 Mediation. If above-described Conference process does not resolve the dispute within the required 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place no later than forty-five (45) days after the Parties have submitted the dispute to mediation. If the dispute cannot be resolved through the mediation process within such 45-day period, the Parties may pursue their legal remedies in accordance with applicable, federal, state and local law.

11. Independent Application of Agreement to Each Project.

The Parties acknowledge, understand and agree that this Agreement shall be separately and independently applied to, and enforced against, each Project, including the Project Areas upon which the Project is located and the Project Developer(s) of such Project.

11.1 Project Developer(s). The Project Developer(s) of any particular Project shall be solely responsible for any and all matters related to such Project, including, without limitation, compliance with those provisions of the Weber County Land Use Code, and provisions of this Agreement, applicable to such Project. Conversely, no Project Developer shall have any rights, duties, obligations or liabilities whatsoever regarding any Project that is not developed by such Project Developer, and any Project Area that is not owned by such Project Developer.

11.2 Default/Cure. Any default under any provision of this Agreement by the Project Developer(s) of any particular Project shall not cause any other Project Developer(s) or their Projects to be in default under this Agreement. In the event of any default by any Project Developer(s), the County shall deliver a Notice of Default solely to the defaulting Project Developer(s), and those Project Developer(s) shall be solely responsible for curing such default. Likewise, in the event of any default related to any particular Project, the County shall deliver a Notice of Default solely to the Project Developer(s) that own the Project Area on which the Project in default is located, and those Project Developer(s) shall be solely responsible for curing such default.

11.3 Termination. If this Agreement is terminated with regard to any particular Project, including due to any uncured default or mutual agreement between the County and the Project Developer(s) of such Project, this Agreement shall continue in full force and effect with regard to the other Projects. Any written notice of the termination of this Agreement with regard to any particular Project shall be solely recorded against the Project Areas on which the terminated Project is located.

12. Amendments.

This Agreement may be amended by a written amendment that has been signed by one or more Parties (an "Amendment") as follows:

If the subject matter of the Amendment solely relates matters that are specific to a particular Project, or to more than one but less than all of the Projects, the Amendment may be solely signed by the Project Developer(s) that own the Project Area(s) on which such Project(s) is/are located.

Any other Amendments to this Agreement must be signed by all of the Parties, including each and every Developer Party.

The following sections specify what Project changes can be undertaken without the need for any Amendment of this Agreement, and what changes require any Amendment to this Agreement.

12.1 Project Facility Repair, Maintenance and Replacement. The Project Developer(s) of any particular Project shall be permitted to repair, maintain and replace such Project and its components consistent with the terms of this Agreement without amending the Agreement.

12.2 Authorized Changes, Enlargements, or Alterations. As set forth below, County staff may, in their administrative capacities, review and approve certain minor changes, enlargements or adjustments ("Changes") to any particular Project. The Changes described under Subsection 12.2.1, below, are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

12.2.1 Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided such changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on any particular Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by Weber County's Planning Director.

13. Termination of Agreement.

This Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

As set forth under Section 1.5, above, the termination of this Agreement with regard to any individual Project, or with regard to more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

14. Notices.

14.1 Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by email.

14.2 Addresses. Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd., Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington Blvd., Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington Blvd., Ste. #240
Ogden, UT 84401

If to the Developer Parties:

**Wolf Creek Resort Holdings, LLC, WCU, LLC, Wolf Creek Exchange, LLC,
Eagle Crest, LLC or Cobabe Ranch, LLC:**

3718 N. Wolf Creek Drive
Eden, UT 84310

Elkhorn, LLC
P.O. Box 480
Eden, UT 84310

Wolfgang E. Korndoerfer Trust
4317 Highway 38
Franksville, WI 53126-9436

14.3 Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by Notice to the other party may designate a different address or person to which such notice or communication shall be given.

15. General Provisions.

15.1 Assignability. The rights and responsibilities of any Developer Party under this Agreement may be assigned in whole or in part by any Developer Party with the consent of the County as provided herein.

15.1.1 Sales not an Assignment. Any Developer Party's sale or conveyance of a lot in any approved subdivision or parcels or any other real estate interest within the Project or Project Area, to builders, users, or sub-developers, shall not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Despite any such sale or conveyance, the Developer Party maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property until this Agreement is terminated, expired, or in any other way nonapplicable.

15.1.2 Related Party Transfer. Any Developer Party's transfer of all or any part of any Project Area to any entity that is "related" to such Developer Party (as defined by regulations of the Internal Revenue Service), any Developer Party's entry into a joint venture for development of the Project or Project Area, or any Developer Party's pledging of part or all of the Project or Project Area as security for financing shall also not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Developer Party shall give the County notice of any event specified in this Subsection 15.1.2 no later than ten (10) days after the event has occurred. Such notice shall include providing the County with all necessary contact information for the newly responsible party.

15.1.3 Notice. Developer Party shall give notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making any evaluations permitted under this Section 15.1. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

15.1.4 Deemed Approved. Unless the County objects in writing within thirty (30) business days the County shall be deemed to have approved of and consented to the assignment.

15.1.5 Partial Assignment. If any proposed assignment is for less than all of any Developer Party's rights and responsibilities, 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 approved partial assignment, the Developer Party shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

15.1.6 Ground for Denying Assignment. The County may only withhold its consent for the reasons listed herein.

- (i) If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Developer Party proposed to be assigned;
- (ii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
- (iii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that negates the purpose of planning the Project area as one complete planned development.

15.1.7 Assignee Bound by this Agreement. Any assignee 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

15.2 Annexation. Each Developer Party, on behalf of itself and its successors, and any future owners of the Project Area(s) owned by such Developer Party, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403, or otherwise object to any effort to annex the Project Area(s) owned by such Developer Party into any municipality adjacent to such Project Area(s) under Utah Code § 10-2-418 provided that: (a) such annexation will not in any way diminish the Developer Party's right and ability to develop its Project(s) and/or Project Area(s) as provided in this Agreement; and (b) the annexing municipality agrees to adopt the terms and provisions of this Agreement, including Exhibits, by ordinance. The Parties to this Agreement acknowledge and agree that any Project Area(s) must be annexed, if at all, in its/their entirety (i.e. no piecemeal or partial annexations of any Project Area(s) will be permitted). Each Developer Party reserves the right to protest or otherwise object to any attempt to pursue the partial annexation of any Project Area(s), or any attempt to annex such Project Area(s) without the conditions of clauses (a) and (b), above, being satisfied. Further,

notwithstanding annexation of the Project Area(s) into any municipality, the Parties further acknowledge and agree that the County's ordinances, policies, standards, procedures, and any processing fee schedules of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date (collectively, the “County’s Vested Laws”), together with this Agreement and its Exhibits, will control the development of any Project(s) and/or Project Area(s) unless the Developer Party (or Developer Parties) of such Project(s) and/or Project Area(s) specifically agree(s) to the application of the laws of the annexing municipality with respect to such Project(s) and/or Project Area(s). In the event any Project Area(s) is/are annexed into any municipality, all references to the County under the County’s Vested Laws and this Agreement will be deemed references to the applicable municipality.

15.3 Binding Effect. This Agreement shall be binding upon each of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) assigns, devisees, administrators, representatives, and all other persons or entities that may acquire ownership of any Project(s) or Project Area(s), whether by sale, operation of law, devise, or in any other manner whatsoever

15.4 No Waiver. The failure of any Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

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

15.6 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided herein, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each Party covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop any particular Project(s) in conformity with the terms and conditions specified in this Agreement.

15.7 Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

15.8 Force Majeure Event. A Force Majeure Event shall be promptly addressed by the Project Developer(s) that are claiming the existence of such Force Majeure Event. County agrees to offer a reasonable period for the Project Developer(s) to cure the effect of the event given the extent of the effect on their Project and the ability of the Project Developer(s) to redress the effect.

15.9 Entire Agreement. This Agreement, together with all Exhibits or any other attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between them, whether written or oral.

15.10 Recitals Incorporated. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate and correct.

15.11 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties. Further, any executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

15.12 Governing Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

15.13 Venue. Any judicial action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

15.14 Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

15.15 Recordation / Burdened Parcels. This Agreement shall be recorded in the Weber County Recorder's Office, shall run with the land, shall burden each of the Parcels described under the legal descriptions attached to and made part of this Agreement as *Exhibit "N"* (the "Burdened Parcels"), and shall be binding upon each of the Developer Parties that own each of the Burdened Parcels, and their successors and assigns, and all persons who hereafter acquire any interest in any portion of the Burdened Parcels.

15.16 Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this Agreement lawfully binding the County. This Agreement is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives.

"County"

Weber County,
a political subdivision of the State of Utah

Name: _____

By: Gage Froerer, Chair
Board of County Commissioners

Date: _____

Approved as to form and legality:

Courtlan Erickson, Deputy County Attorney

Attest:

Ricky Hatch, CPA, Clerk/Auditor

[DEVELOPER PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE]

"Developer Parties"

Wolf Creek Resort Holdings, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

WCU, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

Wolf Creek Exchange, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

Wolfgang E. Korndoerfer Trust

Name: _____
By: _____
Its: _____
Date: _____

Eagle Crest, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

Cobabe Ranch, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

Elkhorn, LLC,
a Utah limited liability company

Name: _____
By: _____
Its: _____
Date: _____

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Resorts Holdings, LLC)

STATE OF UTAH)
COUNTY OF _____)ss.
)

On this ____ day of _____ in the year 2023, before me

, a notary public, personally appeared

Notary Public Name

, in his/her capacity as _____ of _____
Name of Document Signer

Wolf Creek Resorts Holdings, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires:

NOTARY ACKNOWLEDGEMENT

(Eagle Crest, LLC)

STATE OF UTAH)
COUNTY OF _____)ss.
)

On this _____ day of _____ in the year 2023, before me

_____, a notary public, personally appeared
Notary Public Name

_____, in his/her capacity as _____ of
Name of Document Signer

Eagle Crest, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Notary Acknowledgement

NOTARY ACKNOWLEDGEMENT

(WCU, LLC)

On this ____ day of _____ in the year 2023, before me

, a notary public, personally appeared

Notary Public Name

, in his/her capacity as _____ of _____
Name of Document Signer

WCU, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Cobabe Ranch, LLC)

STATE OF UTAH)
COUNTY OF _____)ss.
)

On this ____ day of _____ in the year 2023, before me

_____, a notary public, personally appeared
Notary Public Name

_____, in his/her capacity as _____ of
Name of Document Signer

Cobabe Ranch, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Notary Acknowledgement

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Exchange, LLC)

STATE OF UTAH)
COUNTY OF _____)ss.
)

On this _____ day of _____ in the year 2023, before me

_____, a notary public, personally appeared

Notary Public Name

_____, in his/her capacity as _____ of
Name of Document Signer

Wolf Creek Exchange, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Notary Acknowledgement

NOTARY ACKNOWLEDGEMENT

(Elkhorn, LLC)

On this ____ day of _____ in the year 2023, before me

, a notary public, personally appeared

Notary Public Name

_____, in his/her capacity as _____ of
Name of Document Signer

Elkhorn, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Wolfgang E. Korndoerfer Trust)

STATE OF UTAH)
COUNTY OF _____)ss.
)

On this _____ day of _____ in the year 2023, before me

_____, a notary public, personally appeared

Notary Public Name

_____, in his/her capacity as _____ of
Name of Document Signer

Wolfgang E. Korndoerfer Trust, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

Notary Acknowledgement

Exhibit "A"

Zoning Map
[Page 1 of 2]

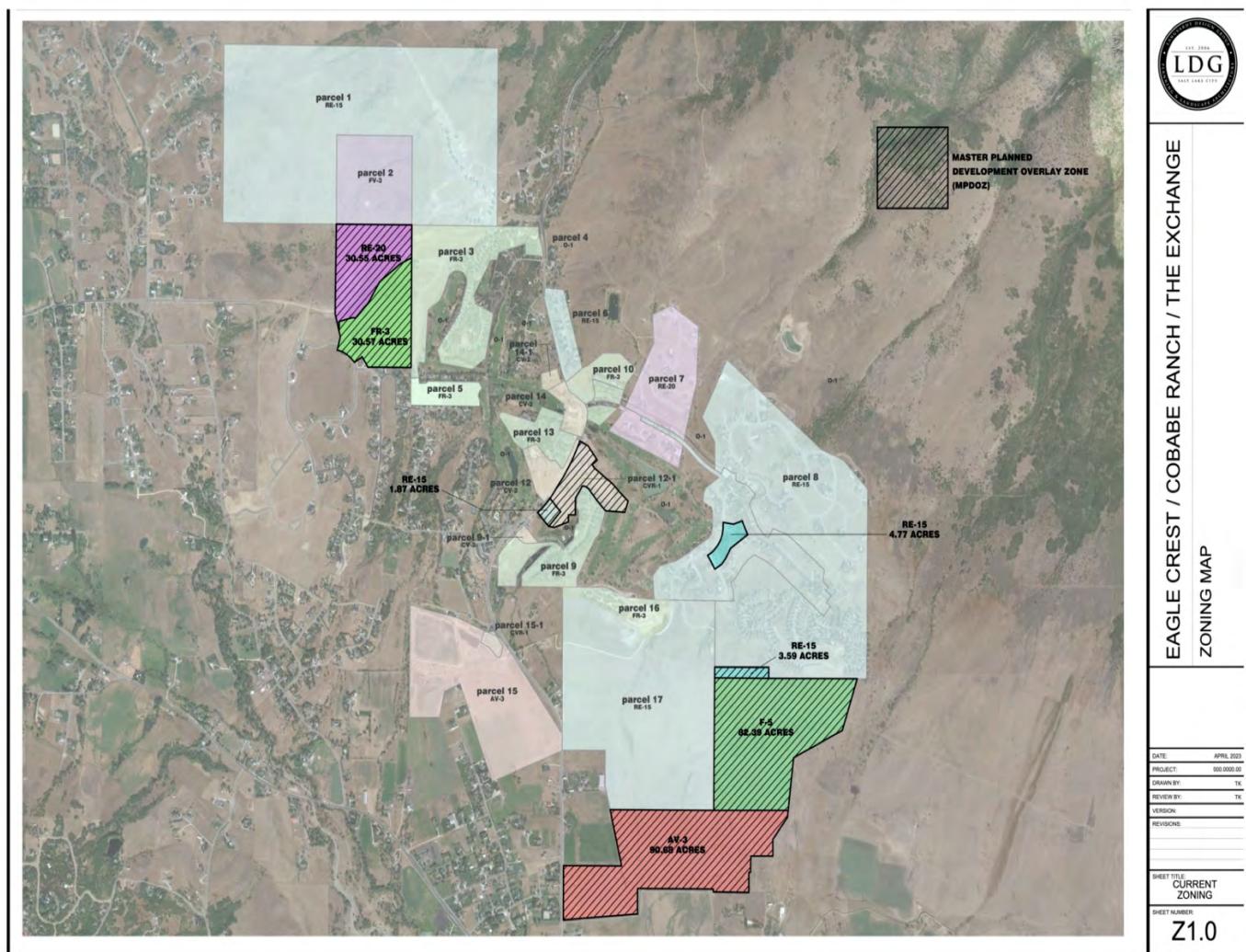


Exhibit "A"
Page 1 of 2

Exhibit "A"

Zoning Map
[Page 2 of 2]

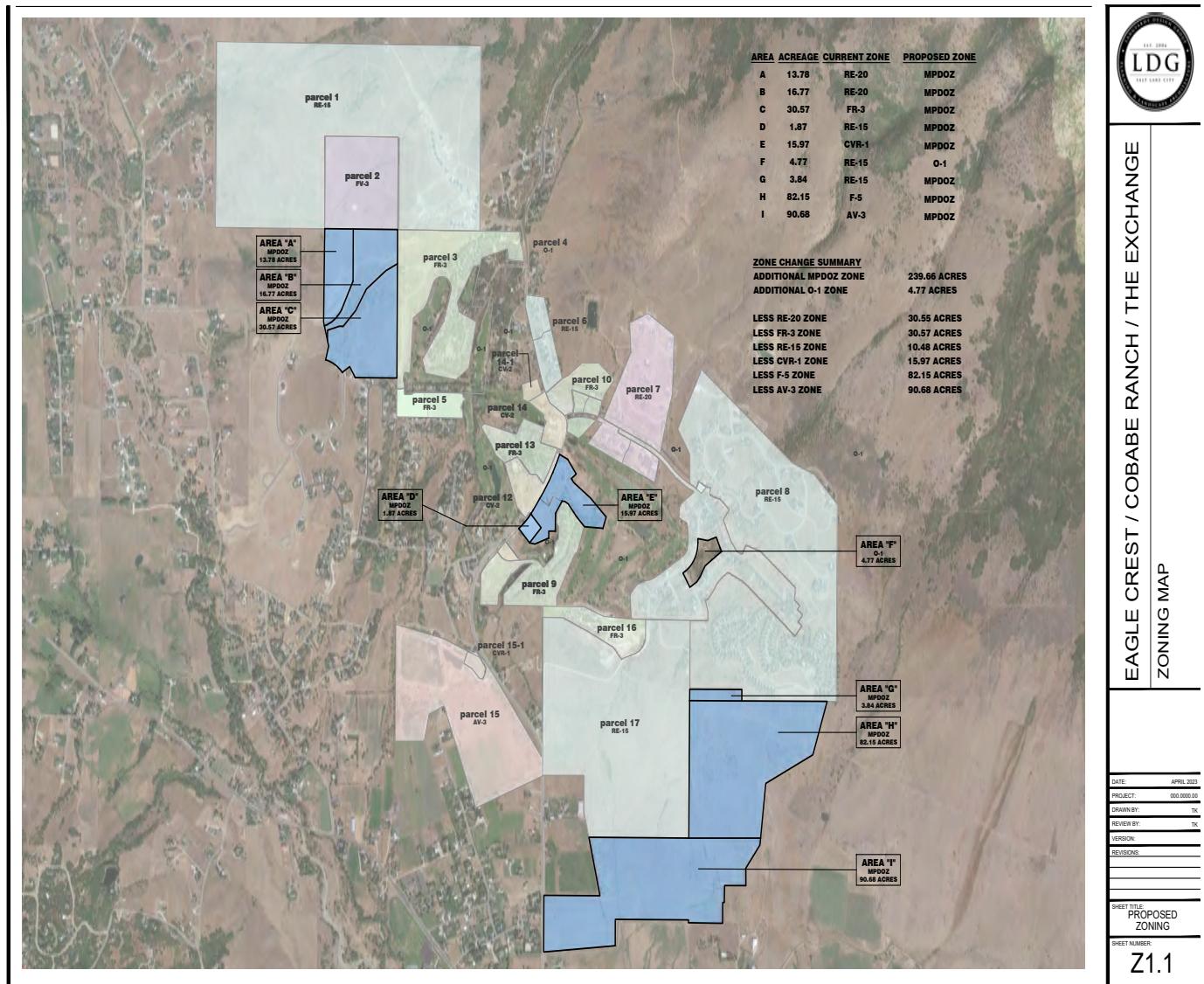


Exhibit "A"
Page 2 of 2

Exhibit "B"
Density Transfer Map

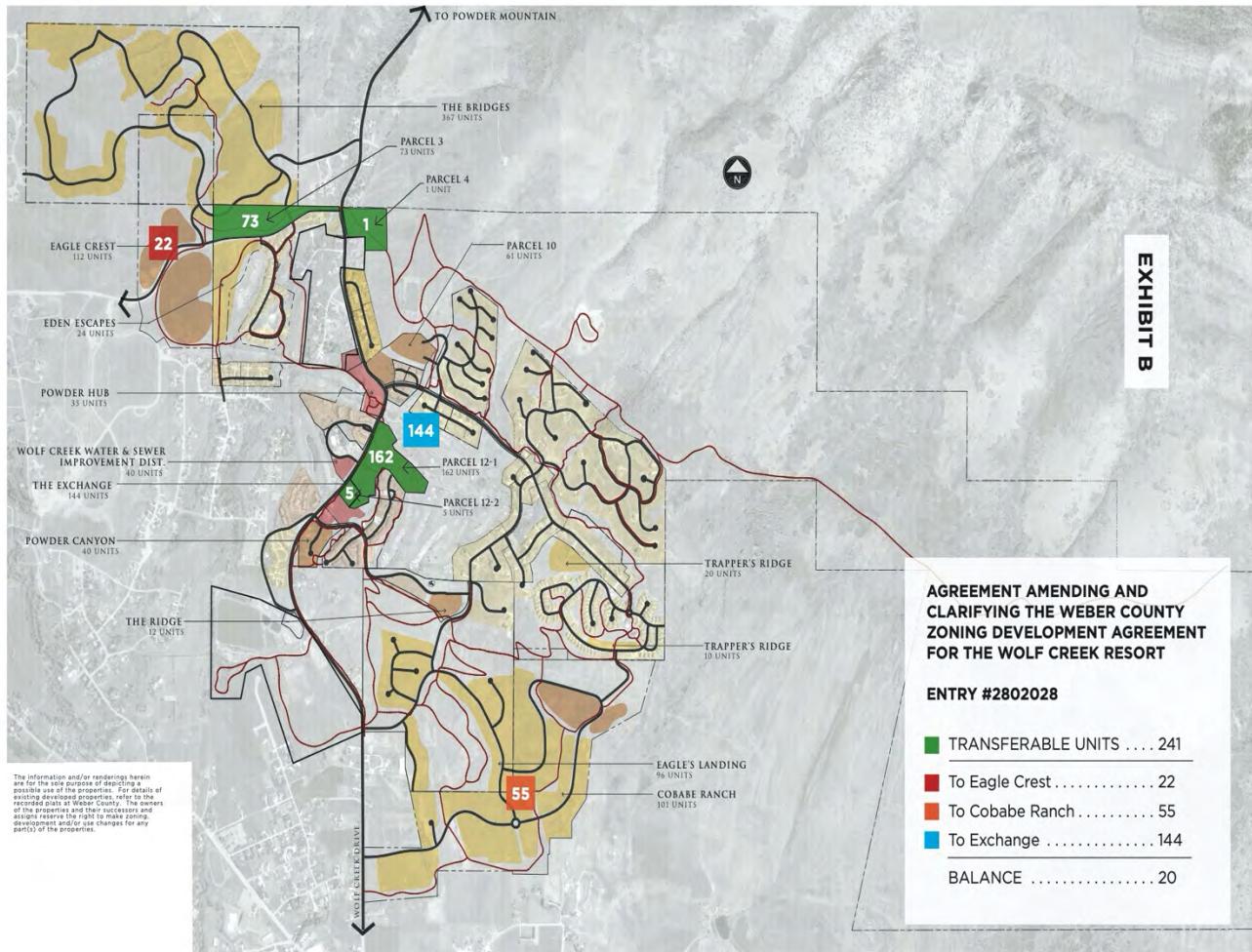


Exhibit "C"
The Exchange Site Plan



Exhibit "C"

Exhibit "D"
The Exchange Architectural Depictions



THE EXCHANGE AT WOLF CREEK CONCEPT

Exhibit "E"
Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

[see attached copy of CVR-1 Ordinance consisting of five (5) pages]

Exhibit "E"

Chapter 104-11 Commercial Valley Resort Recreation Zone CVR-1

Sec 104-11-1 Intent And Purpose

Sec 104-11-2 Submittal Requirements

Sec 104-11-3 Permitted Uses

Sec 104-11-4 Conditional Uses

Sec 104-11-5 Additional Design Requirements

Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations

Sec 104-11-7 Signs

Sec 104-11-1 Intent And Purpose

- (a) The purpose of this zone is to provide locations in the Ogden Valley and at major recreation resort areas, where service facilities and goods normally required by the public in the pursuit of general recreation activities can be obtained.
- (b) In this role, even though the area is primarily commercial in nature, it should be compatible with the general surrounding natural environment. To this end, the general sitting and architectural design of buildings and structures, the layout of parking areas and landscaping shall be subject to review and recommendations by the public agencies, design review and approval by the planning commission to ensure that the natural environment is preserved to the greatest possible extent.

(Ord. of 1956, § 9C-1; Ord. No. 2006-24)

Sec 104-11-2 Submittal Requirements

Detailed plans shall be filed with the planning division staff for review. Site plan submittals shall include all requirements set forth in this chapter, including fully dimensioned architectural elevations, in color, of all proposed structures.

(Ord. of 1956, § 9C-2; Ord. No. 2006-24)

Sec 104-11-3 Permitted Uses

The following uses are permitted in the Commercial Valley Resort Recreation Zone CVR-1:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Art gallery.
- (c) Bank.
- (d) Bookstore/newsstand.
- (e) Beauty shop/barbershop.
- (f) Day spa/fitness center.

- (g) Deli/small grocery store.
- (h) Florist shop.
- (i) Gift shop, boutique.
- (j) Music and video store.
- (k) Restaurants, excluding those with drive-up windows.
- (l) Restaurant: fast food, excluding those with drive-up windows.
- (m) Short-term rental, pursuant to Title 108, Chapter 11.
- (n) Sporting goods store.
- (o) Sports clothing store.
- (p) Public and private swimming pools.
- (q) Vendor, short term.

(Ord. of 1956, § 9C-3; Ord. No. 2006-24; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-11-4 Conditional Uses

The following uses shall be allowed only when authorized by a Conditional Use Permit obtained as provided in title 108, chapter 4 of this Land Use Code:

- (a) Beer parlor, sale of draft beer.
- (b) Bed and breakfast inn.
- (c) Bed and breakfast hotel.
- (d) Recreation lodge.
- (e) Dry cleaning pickup station.
- (f) Dwelling unit, when a part of a recreation resort development.
- (g) Recreation resort complex.
- (h) Horse rentals (up to ten horses per acre, if stabled), horse feed store and haystack yard.
- (i) Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.
- (j) Liquor store.
- (k) Medical/dental office.
- (l) Outfitters base camp.

- (m) Pet grooming and supply store.
- (n) Public utility substations.
- (o) Real estate office.
- (p) Ski equipment, snowmobile, boat, and bicycle rentals.
- (q) Outdoor skating rink (ice or roller).
- (r) Skateboarding course.
- (s) Snowmobile and Nordic ski trails.
- (t) Equestrian trails.
- (u) Public parks.
- (v) Golf courses, including miniature golf as part of a recreation resort.
- (w) Conference/education center.
- (x) Condominium rental apartment, including lockout rooms.
- (y) Gazebo, pavilion.
- (z) Time share condominiums including lockout rooms.
- (aa) Travel agency.
- (ab) Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use.
- (ac) Residential property rental and management agency for recreation resort complexes.
- (ad) Off road vehicle and recreation equipment sales and service, and rental.
- (ae) Service stations.
- (af) Ski resort and ski schools.
- (ag) Hotel/motel, including lockout rooms.
- (ah) Restaurants, including those with drive-up windows.
- (ai) Accessory uses to the above listed.
- (aj) Brewpub.
- (ak) Reception/banquet facilities.

(Ord. of 1956, § 9C-4; Ord. No. 2001-16; Ord. No. 2006-20; Ord. No. 2006-24; Ord. No. 2013-31, § 2, 12-10-2013; Ord. No. 2015-7, Exh. A, 5-5-2015; Ord. No. 2015-19, § 1, 12-1-2015)

HISTORY

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

Sec 104-11-5 Additional Design Requirements

To meet the intent of this chapter the following design standards are required:

- (a) All projects shall consist of a minimum of ten percent commercial area.
- (b) Multiple or mixed uses shall be allowed in a single building. For example, a building housing condominium rental apartments may also include restaurants, gift shops and sports clothing stores.
- (c) In approving site plans, the land use authority shall find that proposed buildings and uses are sized in proportion to the recreational amenities for which they will provide goods and services. For example, a golf or ski resort may have a small grocery and sporting goods store, but neither should be sized to be an attraction independent of the provided recreational amenity. In other words, the recreational amenity remains the attraction.

(Ord. of 1956, § 9C-5; Ord. No. 2006-24)

HISTORY

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations

- (a) **Area.** The following minimum overall project development area is required for the uses specified, but never less than two and one-half acres:

USE

Condominium rental apartment or other overnight lodging use:

AREA

7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.

Dwelling unit, if approved as part of a MPD overlay zone:

7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.

Lockout sleeping room:

500 square feet of overall net developable area.

Other uses:

None.

- (b) **Width.** 150-foot minimum overall project development width is required, as measured at the yard setback and the street frontage.

- (c) **Yard setback.** The minimum yard setbacks from the overall project development boundary are as follows:

YARD

Front:

SETBACK

30 feet

Side:	20 feet minimum, except as otherwise required by this or any other county ordinance.
Rear:	20 feet minimum, except as otherwise required by this or any other county ordinance.

(d) ***Building height.*** The maximum height for a building shall be 50 feet.

(Ord. of 1956, § 9C-6; Ord. No. 2006-24)

HISTORY

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

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-11-7 Signs

Signs shall be as permitted in title 110, chapter 2, Ogden Valley signs.

(Ord. of 1956, § 9C-7; Ord. No. 2006-24)

Exhibit "F"
Eagle Crest Site Plan



Exhibit "F"

Exhibit "G"
Eagle Crest Architectural Depictions



EAGLE CREST ARCHITECTURAL CONCEPT

Exhibit "G"

Exhibit "H"
Forest Residential Zone (FR-3) Ordinance

[see attached copy of FR-3 Ordinance consisting of five (5) pages]

Exhibit "H"

Chapter 104-17 Forest Residential Zone FR-3

Sec 104-17-1 Purpose And Intent

Sec 104-17-2 Permitted Uses

Sec 104-17-3 Conditional Uses

Sec 104-17-4 Permitted Signs And Regulations

Sec 104-17-5 Site Development Standards

Sec 104-17-1 Purpose And Intent

The purpose in establishing the Forest Residential, FR-3 zone is to provide for medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts.

(Ord. of 1956, § 15-1; Ord. No. 9-81)

Sec 104-17-2 Permitted Uses

The following uses are permitted in the Forest Residential Zone FR-3:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Cluster subdivision in accordance with title 108, chapter 3.
- (d) Dwelling unit as part of a Homeowner Association's common facility building, such as a clubhouse, for use by an on-site employed manager or night watchman with the density not greater than one manager or night watchman dwelling for every one hundred residential units within a project or combination of projects.
- (e) Home occupations.
- (f) Household pets.
- (g) Short-term rental, pursuant to Title 108, Chapter 11.
- (h) Single-family, two-family, three-family and four-family dwellings.
- (i) Temporary building or use incidental to construction work. Such building or use to be removed upon completion or abandonment of the construction work.
- (j) Residential facilities for persons with a disability meeting the requirements of section 108-7-13.

(Ord. of 1956, § 15-2; Ord. No. 96-35; Ord. No. 99-29; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No.

2012-3, 2-21-2012; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-17-3 Conditional Uses

The following uses shall be permitted only when authorized by a conditional use permit obtained as provided in Title 108, Chapter 4 of this Land Use Code:

- (a) Boardinghouse, lodginghouse, bed and breakfast inn, subject to requirements of section 104-17-5(j).
- (b) Condominium rental apartment (condo-tel).
- (c) Educational/institutional identification sign.
- (d) Group dwelling.
- (e) Lockout sleeping room, maximum of two per dwelling unit.
- (f) Multiple-family dwelling.
- (g) Private park, playground and/or recreation area, but not including privately owned commercial amusement business.
- (h) Public buildings, public park, recreation grounds and associated buildings.
- (i) Public utility substations.
- (j) Time share building.
- (k) Recreation lodge.
- (l) Conference/education center.

(Ord. of 1956, § 15-3; Ord. No. 6-89; Ord. No. 9-81; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-42; Ord. No. 99-29; Ord. No. 2010-20)

HISTORY

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

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-17-4 Permitted Signs And Regulations

Permitted signs and regulations shall comply with title 110, chapter 2, Valley signs, if located within the Ogden Valley area.

(Ord. of 1956, § 15-4; Ord. No. 99-29)

Sec 104-17-5 Site Development Standards

- (a) *Minimum lot area.* Two different minimum area regulations are recognized based upon the

use of either individual wastewater disposal systems of a community or a group wastewater disposal systems of a community or a group wastewater disposal facility approved by the state division of health as follows:

(1) Developments using individual wastewater disposal systems:

- a. For a one-building dwelling, 20,000 square feet of net developable area for a one-family dwelling or the first dwelling unit in a multiple-family dwelling plus 8,000 square feet of net developable area for each additional dwelling unit.
- b. For group dwellings, 20,000 square feet of net developable area for the first dwelling unit in each building plus 8,000 square feet of net developable area for each additional dwelling unit.
- c. For other main buildings, 20,000 square feet of net developable area.
- d. For each rental sleeping room including lockout sleeping room 500 square feet of net developable area in addition to the area required for the dwelling unit containing the sleeping room.
- e. Notwithstanding the above requirements, the maximum residential density shall not exceed four dwelling units or eight rental guest sleeping rooms per net developable acre of land and provided further that these area and density regulations shall be modified to meet any more stringent area requirements of the county and/or state division of health relating to individual wastewater disposal systems.

(2) Developments using a community or group wastewater disposal facility meeting the requirements of the state division of health code of wastewater disposal regulations:

- a. One building dwelling: 6,000 square feet of net developable area:
 1. Single-family.
 2. Two-family: 7,500 square feet or net developable area for a two-family dwelling.
 3. Multiple-family: 7,500 square feet of net developable area plus 2,000 square feet of net developable area for each dwelling unit in excess of two.
- b. Group dwellings: 7,500 square feet of net developable area for each dwelling plus 2,000 square feet of net developable area for each dwelling unit in excess of two in each building.
- c. Other main buildings: 7,500 square feet of net developable area. Each rental sleeping room including lockout sleeping: 500 square feet of net developable area in including lockout sleeping addition to the area required for the room dwelling unit containing the sleeping room.
- d. Notwithstanding the above requirements, the maximum residential density shall not exceed 20 dwelling units or 40 rental guest sleeping rooms per net

developable acre of land or part thereof.

- e. Net developable area or acre. The term "net developable area" or "net developable acre" is defined as a quantity of ground within a parcel or parcels of land with slopes of less than 30 percent and with soils of sufficient depth and suitable types to ensure against development being a detriment to surface water and groundwater quality.

(b) *Minimum lot width*. Minimum lot width: 60 feet.

(c) *Minimum yard setbacks*.

(1) Front: 25 feet.

(2) Side.

- a. Main building: eight feet with total width of two required side yards of not less than 18 feet plus one foot each side for each one foot main building if over 35 feet high.
- b. Accessory building: eight feet, except one foot if located at least six feet from rear of main building.
- c. Side facing street on corner lot: 20 feet.

(3) Rear.

a. Main building: 30 feet.

b. Accessory building: one foot except eight feet where accessory building rears on side yard of adjacent corner lot.

(d) *Main building height*.

(1) Minimum: one story.

(2) Maximum: 35 feet.

(e) *Accessory building height* 25 feet, unless meeting requirements of section 108-7-16, Large accessory buildings.

(f) *Lot coverage*. No building or group of buildings with their accessory buildings shall cover more than 40 percent of the lot area.

(g) *Open space*. At least 40 percent of the lot shall be left in open green space.

(h) *Special regulations*. In no case shall the ratio of the total floor area in the building to the total area exceed one to one.

(i) *Group dwellings and special provisions*. Group dwellings shall be considered as one building for the purpose of front, side and rear yard requirements, the entire group as a unit requiring one front, one rear and two side yards as specified for dwellings and no two separate

dwelling structures shall be closer than 30 feet.

(j) *Bed and breakfast inn special requirements.* Bed and breakfast inns shall meet the following requirements:

- (1) One parking space is required per each rental guest room in addition to two spaces for the owner or host family.
- (2) Owner or host family shall occupy the building.
- (3) Meals shall only be served to overnight guests.
- (4) Signs are limited to one identification sign or nameplate per each inn.
- (5) Business license shall be obtained.

(Ord. of 1956, § 15-5; Ord. No. 9-81; Ord. No. 16-89; Ord. No. 99-29; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2018-6, Exh. A, 5-8-2018)

Exhibit "I"
Cobabe Ranch Townhomes Site Plan



Exhibit "I"

Exhibit "J"
Cobabe Ranch Townhomes Architectural Depictions



COBABE RANCH TOWNHOMES

Exhibit "J"

Exhibit "K"
Cobabe Ranch Single-Family Homes Site Plan



Exhibit "K"

Exhibit "L"
Cobabe Ranch Single-Family Architectural Depictions



COBABE RANCH ARCHITECTURAL CONCEPT

Exhibit "L"

Exhibit "M"
Residential Estate Zones (RE-15/RE-20) Ordinance

[see attached copy of RE-15/RE-20 Ordinance consisting of five (5) pages]

Exhibit "M"

Chapter 104-3 Residential Estates Zones RE-15 And RE-20

Sec 104-3-1 Purpose And Intent

Sec 104-3-2 Permitted Uses

Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area

Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area

Sec 104-3-5 Conditional Uses

Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area

Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones

Sec 104-3-8 Sign Regulations

Sec 104-3-1 Purpose And Intent

The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone.

(Ord. of 1956, § 3-1; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 2009-15; Ord. No 2011-2, § 3-1, 1-18-2011)

Sec 104-3-2 Permitted Uses

The following uses are permitted in Residential Estates Zones RE-15 and RE-20:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use;
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Agriculture and agricultural experiment station;
- (d) Animals and fowl kept for family food production as an incidental and accessory use to the residential use of the lot;
- (e) Church, synagogue or similar building used for regular religious worship;
- (f) Cluster subdivision, in accordance with title 108, chapter 3 of this Land Use Code;
- (g) Corral, stable or building for keeping of animals or fowl, provided such building shall be located not less than 100 feet from a public street, and not less than 25 feet from any side or rear lot line;
- (h) Golf course, except miniature golf;
- (i) Greenhouse and nursery limited to sale of material produced on premises and with no retail shop operation;
- (j) Home occupations;
- (k) Household pets;

- (l) Parking lot accessory to use permitted in this zone;
- (m) Private stables; horses for private use only, and provided that not more than one horse may be kept for each one-half acre of land used for horses within any lot and no horses shall be kept on any lot of less than one-half acre in area;
- (n) Public building; public park, recreation grounds and associated buildings, public schools; private educational institutions having a curriculum similar to that ordinarily given in public schools;
- (o) Single-family dwelling; and
- (p) Temporary building or use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

(Ord. of 1956, § 3-2; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 96-35; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No 2011-2, § 3-2, 1-18-2011; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20: Chinchilla raising.

(Ord. of 1956, § 3-3; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-3, 1-18-2011)

Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20:

- (a) Farms devoted to the hatching, raising (including fattening as incident to raising) of chickens, turkeys or other fowl, rabbit, fish, frogs or beaver hatched or raised on the premises;
- (b) Raising and grazing of horses, cattle, sheep or goats, including the supplementary feeding of such animals, provided that such raising or grazing is not a part of, nor conducted in conjunction with any livestock feed yard, livestock sales yard, slaughterhouse, animal by products business or commercial riding academy.

(Ord. of 1956, § 3-4; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-4, 1-18-2011)

Sec 104-3-5 Conditional Uses

The following uses shall be permitted only when authorized by a conditional use permit as provided in title 108, chapter 4 of this Land Use Code:

- (a) Child day care or nursery.

- (b) Educational/institutional identification sign.
- (c) Private park, playground or recreation grounds and buildings not open to the general public and to which no admission is made but not including privately owned commercial amusement business.
- (d) Public utility substation.
- (e) Residential facilities for handicapped persons meeting the requirements of section 108-7-13 of this Land Use Code.
- (f) Residential facility for elderly persons meeting the requirements of section 108-7-15 of this Land Use Code.
- (g) Water storage reservoir developed by a public agency and meeting requirements of title 108, chapter 10 of this Land Use Code.
- (h) Small wind energy system.

(Ord. of 1956, § 3-5; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 2-79; Ord. No. 28-82; Ord. No. 16-86; Ord. No. 12-91; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-35; Ord. No. 96-42; Ord. No. 2008-8; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2011-2, § 3-5, 1-18-2011)

HISTORY

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

Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area

The following uses shall be permitted only when authorized by a Conditional Use Permit as provided in title 108, chapter 4 of this Land Use Code: Private dog kennel, for noncommercial purposes subject to the following:

- (a) No more than ten dogs older than ten weeks;
- (b) A minimum of 25 feet from any lot line, 100 feet from a property line adjacent to a street, and 75 feet from a dwelling on an adjacent lot.

(Ord. No. 2011-2, § 3-6, 1-18-2011)

Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones

The following site development standards apply to the RE-15 and RE-20 Zones:

	RE-15	RE-20
Minimum lot area		
Uses listed in 104-3-2 and 104-3-5	15,000 sq. ft.	20,000 sq. ft.
Uses listed in 104-3-3	40,000 sq. ft.	40,000 sq. ft.

Uses listed in 104-3-4	5 acres	5 acres
Minimum lot width	100 feet	100 feet
Minimum yard setbacks		
Front	30 feet	30 feet
Side		
Dwelling	10 feet with total width of 2 side yards not less than 24 ft.	
Other main building	20 feet each side	
Accessory building	10 feet except 1 foot if located at least 6 feet in rear of main building	
Accessory buildings over 1,000 sq. ft. for storage of personal equipment and materials	See section 108-7-16	
Side; facing street on corner lot	20 feet	20 feet
Rear		
Main building	30 feet	30 feet
Accessory building	One foot except 10 feet where accessory building rears on side yard of adjacent corner lot	
Main building height		
Minimum	1 story	1 story
Maximum	35 feet	35 feet
Accessory building height	25 feet unless meeting requirements of section 108-7-16, Large accessory buildings	

(Ord. of 1956, § 3-6; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-91; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No. 2011-2, § 3-7, 1-18-2011)

Sec 104-3-8 Sign Regulations

The height, size and location of the following permitted signs shall be in accordance with the regulations set forth in title 108, chapter 7 or title 110 of this Land Use Code.

- (a) Business signs for legal nonconforming commercial or industrial use including flat, freestanding, projecting, temporary or wall type signs.
- (b) Nameplates flat or wall type.
- (c) Identification and information signs directional, flat, freestanding, projecting, temporary or wall type signs.
- (d) Property signs directional, flat, freestanding, projecting, temporary or wall type signs.

(e) Service signs directional, flat, freestanding, or projecting type signs.

(Ord. of 1956, § 3-7; Ord. No. 7-76; Ord. No. 2010-20; Ord. No. 2011-2, § 3-8, 1-18-2011)

Exhibit "N"
Burdened Parcels

Legal Descriptions
[totaling five (5) pages]

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE & MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION, TUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTH BOUNDARY LINE OF PATIO SPRINGS UNIT 1, THENCE ALONG SAID NORTHERN BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES: (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET: (2) NORTH 66°55'58" WEST 112.60 FEET (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET HAVING A CENTRAL ANGLE OF 10°20'36" WEST A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET: (4) NORTH 15°23'05" EAST 203.17 FEET, THENCE NORTH 15°21'56" WEST 220.64 FEET, THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WEST A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET, THENCE NORTH 78°16'13" WEST 366.24 FEET, THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET, THENCE NORTH 89°28'18" WEST 231.24 FEET, THENCE NORTH 0°23'31" EAST 23.88 FEET, THENCE SOUTH 89°22'31" EAST 1317.16 FEET, THENCE NORTH 00°22'10" EAST 1337.50 FEET TO THE NORTHLINE OF SAID QUARTER SECTION THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: FAIRWAYS DRIVE ROAD DED PLAT BK 93 PG085-089. E# 3248948

Weber County Parcel No. 22-015-0110
(Totaling 61.12 Acres)

Exhibit "N"
Page 1 of 5

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

(1) SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET; (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

Weber County Parcel No. 22-016-0079
(Totaling 1.87 Acres)

Exhibit "N"
Page 2 of 5

A PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOLF CREEK DRIVE BEING LOCATED SOUTH 00°17'28" WEST 1354.41 FEET ALONG THE EAST LINE ON THE SOUTHWEST QUARTER OF SAID SECTION AND NORTH 90°00'00" WEST 230.22 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 943.25 FOOT RADIUS CURVE TO THE LEFT 11.87 FEET, HAVING A CENTRAL ANGLE OF 00°43'16", CHORD BEARS NORTH 37°34'48" EAST 11.87 FEET; (2) NORTH 37°13'11" EAST 62.30 FEET; (3) ALONG THE ARC OF A 3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING CENTRAL ANGLE OF 03°05'32", CHORD BEARS NORTH 35°40'25" EAST 196.09 FEET; (4) ALONG THE ARC OF A 2699.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12°04'00", CHORD BEARS NORTH 31°12'55" EAST 561.07 FEET; (5) NORTH 25°10'55" EAST 167.79 FEET; THENCE SOUTH 64°49'05" EAST 159.47 FEET; THENCE SOUTH 36°26'32" EAST 261.29 FEET; THENCE SOUTH 52°33'51" WEST 109.84 FEET; THENCE SOUTH 37°26'09" EAST 19.37 FEET; THENCE SOUTH 36°26'32" EAST 50.01 FEET; THENCE SOUTH 53°49'51" EAST 373.44 FEET; THENCE SOUTH 46°20'04" EAST 394.83 FEET; THENCE SOUTH 20°10'47" WEST 172.94 FEET; THENCE NORTH 86°04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 5; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PHASE 5 NORTH 44°47'34" WEST 165.96 FEET TO THE NORTHWEST CORNER OF SAID PHASE 5 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 6; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE 6 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°47'34" WEST 42.13 FEET; (2) NORTH 39°12'48" WEST 81.82 FEET TO THE NORTHWEST CORNER OF SAID PHASE 6 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 7; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 7 THE FOLLOWING FIVE (5) COURSES: (1) NORTH 39°12'48" WEST 148.45 FEET; (2) NORTH 60°27'05" WEST 71.76 FEET; (3) NORTH 84°14'30" WEST 49.97 FEET; (4) SOUTH 34°17'37" WEST 213.48 FEET; (5) SOUTH 00°31'06" WEST 253.28 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 7 SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 3; THENCE ALONG THE BOUNDARY OF SAID PHASE 3 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 90°00'00" WEST 118.57 FEET; (2) SOUTH 00°27'18" WEST 98.78 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 3 SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 1; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 1 AND ITS EXTENSION SOUTH 70°55'49" WEST 263.86 FEET; THENCE NORTH 79°07'31" WEST 98.17 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER 220160079; THENCE ALONG THE BOUNDARY OF SAID PARCEL 220160079 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°17'09" EAST 300.74 FEET; (2) NORTH 43°29'21" WEST 271.81 FEET TO THE POINT OF BEGINNING. CONTAINING 15.975 ACRES.

Weber County Parcels 22-016-0108, 22-016-0085 and 22-016-0098
(Totaling 15.975 Acres)

Exhibit "N"
Page 3 of 5

ALL OF THE PARK WITHIN ELKHORN SUBDIVISION PHASE 3, WEBER COUNTY, UT

Weber County Parcel No. 22-148-0014
(Totaling 4.77 Acres)

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT EAST 2632.68 FEET AND SOUTH 3862.30 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 89°14'39" WEST FROM SAID CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 22); THENCE AS FOLLOWS: SOUTH 89°47'44" EAST 942.59 FEET; THENCE SOUTH 00°12'16" WEST 162.31 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 89°48'10" WEST 943.33 FEET TO THE WEST SECTION LINE OF THE SAID SECTION 26; THENCE NORTH 00°27'53" EAST 162.43 FEET ALONG THE WEST SECTION LINE OF THE SAID SECTION 26 TO THE POINT OF BEGINNING.

Weber County Parcel No. Parcel 22-020-0028
(Totaling 3.51 Acres)

A PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 00°26'26" EAST 1301.92 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89°48'06" EAST 2480.76 FEET ALONG THE SOUTH LINE OF THE TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 6 IN PART; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 798.28 FEET; THENCE NORTH 89°34'09" WEST 1295.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 82.147 ACRES.

Weber County Parcel No. 22-020-0040
(Totaling 82.147 Acres)

Exhibit "N"
Page 4 of 5

A PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING LOCATED SOUTH 00°22'02" WEST 650.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FROM THE WEST QUARTER CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 89°34'09" EAST 1295.09 FEET; THENCE SOUTH 06°50'26" WEST 90.20 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 612.99 FEET; THENCE NORTH 07°06'32" WEST 40.83 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 367.32 FEET; THENCE SOUTH 85°37'40" WEST 1296.42 FEET; THENCE NORTH 00°16'28" EAST 810.03 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°28'41" WEST 861.60 FEET; THENCE SOUTH 89°34'09" EAST 1806.75 FEET TO THE POINT OF BEGINNING. CONTAINING 90.542 ACRES.

Weber County Parcel Nos. 22-021-0048, 22-021-0006 and 22-021-0111
(Totaling 90.542 Acres)

Exhibit "N"
Page 5 of 5

CVR-1 Uses and Standards Compared to Proposed DA Uses and Standards

Color Code Key:

Yellow shade = Verbiage different from that in CVR-1 zone.

Red shade = More restrictive than CVR-1 zone.

Green shade = Less restrictive than CVR-1 zone.

Uses listed in CVR-1 Zone	CVR-1 Zone	Alternative Uses listed in proposed DA	DA Development Categories				Special Provisions
			Townhomes	Multifamily	Multi-Purpose	Hotel	
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.	P	Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.	P	P	P	P	
Accessory uses to conditional uses.	C	Art gallery.	P	P	P	P	
Art gallery.	P	Art gallery.	N	N	P	P	
Bank.	P	Bank.	N	N	P	N	
Beauty shop/barbershop.	P	Beauty shop/barbershop.	N	P	P	P	
Bed and breakfast inn.	C	Bed and breakfast inn or hotel.	N	P	P	P	
Bed and breakfast hotel.	C	Beer parlor, sale of draft beer.	N	P	P	P	
Beer parlor, sale of draft beer.	C	Bookstore/newsstand.	N	P	P	P	
Bookstore/newsstand.	P	Brewpub.	N	P	P	P	
Brewpub.	C	Condominium rental apartment, including lockout rooms.	N	P	P	P	
Condominium rental apartment, including lockout rooms.	C	Conference/education center.	N	P	P	P	
Conference/education center.	C	Day spa/fitness center.	N	P	P	P	
Day spa/fitness center.	P	Deli/small grocery store.	N	P	P	P	
Deli/small grocery store.	P	Dry cleaning pickup station.	N	N	P	P	
Dry cleaning pickup station.	C	Dwelling unit, when a part of a recreation resort complex.	N	P	P	P	
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use.	C	Dwelling, townhome	P	N	N	N	
Dwelling unit, when a part of a recreation resort development.	C	Dwelling, multi-family	N	P	P	N	
NOT LISTED (N)							
Equestrian trails.	C	Florist shop.	N	P	P	P	
Florist shop.	P	Gazebo, pavilion.	N	P	P	P	
Gazebo, pavilion.	C	Gift shop, boutique.	N	P	P	P	
Gift shop, boutique.	P	NOT LISTED (N)					
Golf courses, including miniature golf as part of a recreation resort.	C	NOT LISTED (N)					
Horse rentals (up to ten horses per acre, if stabled), horse feed store and haystack yard.	C	NOT LISTED (N)					
Hotel/motel, including lockout rooms.	C	Hotel	N	N	N	P	
Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.	C	Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.	N	P	P	P	
Liquor store.	C	Liquor store.	N	N	P	P	
NOT LISTED (N)		Mass grading.	P	P	P	P	Compliance with standards in DA.
NOT LISTED (N)		Materials processing.	P	P	P	P	Compliance with standards in DA.
Medical/dental office.	C	Medical/dental office.	N	N	P	N	
Music and video store.	P	Music and video store.	N	N	P	N	
Off road vehicle and recreation equipment sales and service, and rental.	C	NOT LISTED (N)					
Outdoor skating rink (ice or roller).	C	Outdoor skating rink (ice or roller).	N	P	P	P	
Outfitters base camp.	C	Outfitters base camp.	N	N	P	P	

Color Code Key:

Yellow shade = Verbiage different from that in CVR-1 zone.

Red shade = More restrictive than CVR-1 zone.

Green shade = Less restrictive than CVR-1 zone.

Uses listed in CVR-1 Zone	CVR-1 Zone
NOT LISTED (N)	
Park, public	C
NOT LISTED - Assumed to be part of accessory uses	
Pet grooming and supply store.	C
Public and private swimming pools.	P
Public utility substation	C
Real estate office.	C
Reception/banquet facilities.	C
Recreation lodge.	C
Recreation resort complex.	C
Residential property rental and management agency for recreation resort complexes.	C
Restaurants, excluding those with drive-up windows.	P
Restaurants, including those with drive-up windows.	C
Service stations.	C
Short-term rental, pursuant to Title 108, Chapter 11.	P
Skateboarding course.	C
Ski equipment, snowmobile, boat, and bicycle rentals.	C
Ski resort and ski schools.	C
Snowmobile and Nordic ski trails.	C
Sporting goods store.	P
Sports clothing store.	P
NOT LISTED (N)	
Time share condominiums including lockout rooms.	C
Travel agency.	C
Vendor, short term.	P

Alternative Uses listed in proposed DA	Townhomes	Multifamily	Multi-Purpose	Hotel	DA Development Categories	Special Provisions
Private park, playground or recreation area	N	P	P	P		May include clubhouse, pool, and related uses. No privately owned commercial park or amusement business.
Public park, recreation grounds and associated buildings	N	P	P	P		To be owned and operated by a public entity, and constructed to the standards of that entity.
Parking lot, accessory to a main use allowed in the zone.	P	P	P	P		
NOT LISTED (N)						
Public and private swimming pools.	P	P	P	P		
Public utility substation	P	P	P	P		See Title 108, Chapter 10 and standards in DA.
Real estate office.	N	P	P	P		
Reception/banquet facilities.	N	P	P	P		
Recreation lodge.	N	P	P	P		
Recreation resort complex.	N	P	P	P		
Residential property rental and management agency for recreation resort complexes.	N	P	P	P		
Restaurants, excluding those with drive-up windows.	N	N	P	P		
Restaurants, including those with drive-up windows.	N	P	P	P		
NOT LISTED (N)						
Short-term rental, pursuant to Title 108, Chapter 11.	P	P	P	P		Pursuant to Title 108, Chapter 11.
NOT LISTED (N)						
Ski equipment, snowmobile, boat, and bicycle rentals.	N	N	P	P		
NOT LISTED (N)						
NOT LISTED (N)						
Sporting goods and clothing store	N	N	P	N		
Temporary construction building.	P	P	P	P		The building or use shall be removed upon completion or abandonment of the construction work.
Time share condominiums including lockout rooms.	N	P	P	P		
Travel agency.	N	P	P	N		
Vendor, short term.	N	P	P	P		

Color Code Key:

Yellow shade = Verbiage different from that in CVR-1 zone.

Red shade = More restrictive than CVR-1 zone.

Green shade = Less restrictive than CVR-1 zone.

Uses listed in CVR-1 Zone	CVR-1 Zone
NOT LISTED (N)	

Alternative Uses listed in proposed DA	Townhomes	Multifamily	Multi-Purpose	Hotel	DA Development Categories	Special Provisions
Water storage reservoir, when developed by a utility service provider.	P	P	P	P		See Title 108, Chapter 10 and standards below.

Standards Listed in the CVR-1 Zone	CVR-1 Zone
Minimum <u>Overall Project</u> Area:	
Condominium rental apartment or other overnight lodging use:	7,500 sqft per building, plus 2,000 per unit in excess of two per building.
Dwelling unit, if approved as part of a MPD overlay zone:	
Lockout sleeping room:	500 sqft.
Other uses:	None.
Minimum <u>Lot</u> Area:	NOT SPECIFIED (NOT REGULATED)
Minimum <u>Overall Project</u> Width:	150 feet
Minimum <u>Lot</u> Width:	NOT SPECIFIED (NOT REGULATED)
Minimum Front Yard Setback <u>for Overall Project</u> :	30 Feet
Minimum Front Yard Setback <u>for Lot</u> :	NOT SPECIFIED (NOT REGULATED)
Minimum Side Yard Separation Between Buildings:	NOT SPECIFIED (NOT REGULATED)
Minimum Side Yard Setback <u>for Overall Project</u> :	20 Feet
Minimum Side Yard Setback for Corner Lot's Side Facing Street:	NOT SPECIFIED (NOT REGULATED)
Minimum Rear Yard Setback <u>for Overall Project</u> :	20 Feet
Minimum Rear Yard Setback <u>for Lot</u> :	NOT SPECIFIED (NOT REGULATED)
Building Height Minimum:	NOT SPECIFIED (NOT REGULATED)
Building Height Maximum:	50 Feet
Maximum Lot Coverage:	NOT SPECIFIED (NOT REGULATED)
Minimum Commercial Area:	10 Percent
Minimum Parking Spaces:	See Chapter 108-8.

Alternative Standards Proposed in DA	Townhomes	Multifamily	Multi-Purpose	Hotel	DA Development Categories	Special Provisions
Minimum <u>Overall Project</u> Area:						
Condominium rental apartment or other overnight lodging use:					NOT SPECIFIED (NOT REGULATED)	
Dwelling unit, if approved as part of a MPD overlay zone:						
Lockout sleeping room:						
Other uses:						
Minimum <u>Lot</u> Area:					NA	No minimum lot area required.
Minimum <u>Overall Project</u> Width:					NOT SPECIFIED (NOT REGULATED)	
Minimum <u>Lot</u> Width:					NA	No minimum lot width required.
Minimum Front Yard Setback <u>for Overall Project</u> :					NOT SPECIFIED (NOT REGULATED)	
Minimum Front Yard Setback <u>for Lot</u> :	0 Feet	10 Feet	0 Feet	0 Feet		In the townhomes category, individual townhomes will be subdivided with zero lot lines, i.e. the lot lines will be the outside walls and the centerline party wall of the unit.
Minimum Side Yard Separation Between Buildings:	0 Feet	5 Feet	0 Feet	0 Feet		
Minimum Side Yard Setback <u>for Overall Project</u> :					NOT SPECIFIED	
Minimum Side Yard Setback for Corner Lot's Side Facing Street:	0 Feet	5 Feet	0 Feet	0 Feet		
Minimum Rear Yard Setback <u>for Lot</u> :					NOT SPECIFIED	
Minimum Rear Yard Setback <u>for Overall Project</u> :	10 Feet	10 Feet	0 Feet	0 Feet		
Building Height Minimum:					One Story.	
Building Height Maximum:					60 Feet.	
Maximum Lot Coverage:					NA	No common area required.
Minimum Commercial Area:					NA	No commercial area required.
Minimum Parking Spaces:					See special provisions.	To be determined by a parking study or as per Chapter 108-8.

MEMO

TO: Ogden Valley Planning Commission
FROM: Charlie Ewert
DATE: July 16, 2025

RE: July 22nd Work Session Item 1, an application for a development agreement for the Gateway Estates subdivision, located at approximately 10678 East Highway 39.

In the July 22nd Planning Commission meeting, a work session item – agendized as WS4 – has been scheduled to discuss an application for a development agreement for the Gateway Estates subdivision. The planning commission has discussed this proposal in a work session several months ago and offered the applicant valuable feedback and direction.

In exchange for the development agreement and the benefits it offers the applicant, the applicant is proposing to donate \$50,000 to the Eden Valley Trails organization for the purpose of trail building in the Ogden Valley area.

Attached is the applicant's proposed development agreement for your consideration. Staff has not had the opportunity to review it as of this writing, but has reviewed and made comment back to the applicant on a previous version. Staff will come to the meeting prepared to discuss the details of this revised version.

This review is in anticipation of a public hearing in August's PC meeting if all works out as planned.



WHEN RECORDED, RETURN TO:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr., Suite 200
Ogden, UT 84405

**DEVELOPMENT AGREEMENT
FOR GATEWAY ESTATES
SUBDIVISION PHASES 2-22**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”) by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), and OVB INVESTMENTS, LLC, a Utah limited liability company (“Developer”), and made effective as of the Effective Date (defined below).

RECITALS

A. Developer owns approximately 416 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A.

B. The Property is presently zoned Forest (F-5) and Forest (F-40) and is currently vacant, undeveloped land.

C. Developer received preliminary plat approval on October 24, 2023, of the Gateway Estates Subdivision Phases 2-22 for the Property, which is attached hereto as Exhibit B (“Preliminary Plat”). Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plat (“Project”).

D. By this Agreement, the County and Developer confirm the Property’s vested entitlements for the development of the Project consistent with the Preliminary Plat and current zoning requirements. The County has determined that entering into this Agreement furthers the purposes of Utah’s County Land Use, Development, and Management Act (CLUDMA), and the County’s land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-27a-102(2), and which approval to enter into this Agreement constitutes a decision utilizing the County’s legislative judgment and its policy making authority regarding the development of the Project.

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

TERMS

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

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the

following meanings:

1.2.1 Applicable Law means the County's Vested Laws and any of the County's Future Laws that may apply as provided in Section 2.2 below.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Association means an entity that Developer may establish to operate and maintain common areas or private roads of the Project.

1.2.4 County Commission means the elected Weber County Commission.

1.2.5 County's Future Laws means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this Agreement.

1.2.6 County's Vested Laws means the ordinances, policies, standards, and procedures of the County in effect as of the Effective Date.

1.2.7 Default means a material breach of this Agreement as specified herein.

1.2.8 Development Application means an application to the County for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.

1.2.9 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann. § 17-27a-603*, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.

1.2.10 Final Unit Count means the total number of Units within the Project, which number shall be no more than the density permitted by the Zoning.

1.2.11 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.12 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.

1.2.13 Planning Commission means Weber County's Ogden Valley Planning Commission.

1.2.14 Preliminary Plat has the meaning provided in Recital C above.

1.2.15 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.16 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.17 Public Infrastructure means those elements of infrastructure that are platted, or otherwise planned, to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.18 Public Roadways means the public roadways identified on the Preliminary Plat that will be dedicated to the County upon completion.

1.2.19 Unit means a structure, or any portion thereof designed and constructed for single family occupancy as a residence and located in one (1) or more buildings within the Project.

1.2.1 Zoning means the Forest F-5 and Forest F-40 zoning of the Property as further set forth in the County's Vested Laws.

2. Vested Rights

2.1 **Vested Rights.** To the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Preliminary Plat and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

2.2.1 County's Future Laws that Developer agrees in writing to the application thereof to the Project;

2.2.2 County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with state and federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

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

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

2.2.6 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 Conflict between Preliminary Plat and County's Vested Laws. The Parties agree that the Preliminary Plat attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Preliminary Plat that does not comply with County's Vested Laws shall not be construed to be a waiver from County's Vested Laws.

2.4 Early Termination Right. At any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County.

2.5 Effect of Incorporation of Municipality. Pursuant to Utah Code Ann. §10-9a-509, a subsequent incorporation of any portion of the Property into a new municipality or a petition that proposes the incorporation of any portion of the Property into a new municipality, shall not affect the vesting of the Property in accordance with County's Vested Laws, including the provisions of the Zoning, and as otherwise set forth herein.

3. Development of the Project.

3.1 Phasing; Configuration. Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Preliminary Plat including variations to the exact locations and densities of building locations and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning.

3.2 Roadway Improvements. Developer shall construct, or cause to be constructed, all Private Roadways and Public Roadways within the Project that are necessary for the connectivity and development of the Project as required by the Zoning. The width of the Public Roadways are indicated on the Preliminary Plat, but may be adjusted by mutual agreement of the County and Developer. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

3.3 Community Benefits. In consideration for receipt of the benefits offered by this Agreement, Developer shall donate Fifty Thousand and No/100 dollars (\$50,000) to Eden Valley Trails, a nonprofit, as a donation/community benefit, within 10 business days of all parties signing the Development Agreement.

4. Term of Agreement. The initial term of this Agreement commences on the Effective Date and continues for a period of twenty-five (25) years ("Term").

5. Processing of Development Applications.

5.1 Processing of Development Applications; County Denial of a Development Application. County agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If the County denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this Agreement and Applicable Law. County agrees to table final decision on a Development Application, rather than issuing a denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "meet and confer" process outlined below. Developer may

resubmit a denied Development Application after addressing the reasons for denial communicated by the County.

5.2 Final Plat Deadlines. No later than three years after the Effective Date, Developer shall submit a complete application for Final Plat approval for the first phase of the Project developed under this Agreement. Throughout the Term, Developer shall submit a complete application for Final Plat approval for subsequent phases of the Project no later than three (3) years after obtaining Final Plat approval for the previous phase of the Project. Likewise, after Developer obtains Final Plat approval for a phase, Developer shall complete development of the approved phase within three (3) years. Nothing in this Section 5.2 prohibits Developer from submitting Final Plat application for multiple phases of the Project at the same time. If Developer fails to timely submit a Final Plat application under this Section 5.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Final Plat application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Final Plat application.

5.3 Meet and Confer regarding Development Application Denials. Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

5.4 County Denial of a Development Application. If the County denies a Development Application the County shall provide the Applicant with a Notice advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement, the Preliminary Plat, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. Application Under County's Future Laws. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

7. Public Infrastructure and Utilities.

7.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 7.2 below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project.

7.2 Upsizing/Reimbursements to Developer. The County shall not require Developer to "upsizes" any Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

7.3 Culinary Water and Sanitary Sewer Improvements. Private well(s) and private onsite

wastewater disposal systems will be utilized within the Project, and the County shall not require Developer to install a culinary water system or sanitary sewer system throughout the Project.

7.4 County Services. County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others in the County's unincorporated Ogden Valley area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

8. Default.

8.1 Notice. If Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 Contents of the Notice of Default. The Notice of Default shall:

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 Applicable Provisions. Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3 Materiality. Identify why the Default is claimed to be material; and

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

8.3 Remedies. If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

8.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

8.3.2 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

8.4 Attorney Fees. The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

8.5 Public Meeting. Before any remedy in Section 8.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

8.6 Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) 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.

8.7 Default of Assignee. A Default of any obligations assumed by an assignee shall not be deemed a Default of Developer.

9. Notices. All Notices required or permitted under this Agreement shall, in addition to any other

means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr.,
Suite 200
Ogden, UT 84405
Email: matt@lowecompanies.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200 Salt
Lake County, Utah 84101 Attention:
Wade Budge, P.C. Email:
wbudge@swlaw.com

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401
Attention: County Commissioners

With a Copy to:

Weber County Attorney
2380 Washington Blvd
Suite 230
Ogden, Utah 84401

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

9.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

9.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

9.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

9.1.4 Change of Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section 9.1.4.

10. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

12. Administrative Modifications.

12.1 Allowable Administrative Applications: The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

12.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

12.1.2 **Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

12.2 Application to Administrator. Applications for Administrative Modifications shall be filed with the Administrator.

12.3 Administrator's Review of Administrative Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 13 of this Agreement.

12.4 Appeal of Administrator's Finding that Proposal Does Not Qualify as Administrative Modification. If the Administrator determines a proposal does not qualify as an Administrative Modification pursuant to Sections 12.1.1 or 12.1.2 above, the Applicant may appeal to the Weber County Board of Adjustment for review of such determination.

12.5 Appeal of Administrator's Denial of Administrative Modification. If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application (defined below).

13. Amendment. Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 13. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

13.1 Who May Submit Modification Applications. Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

13.2 Modification Application Contents. Modification Applications shall:

13.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

13.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

13.2.3 **Identification of Non-County Agencies.** Identify any non-County agencies potentially having jurisdiction over the Modification Application.

13.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300').

13.3 Fee. Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

13.4 County Cooperation in Processing Modification Applications. The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

13.5 Planning Commission Review of Modification Applications.

13.5.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

13.5.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the County Commission.

13.6 **County Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation for the Modification Application, the County Commission shall consider the Modification Application.

13.7 **County Commission's Objections to Modification Applications.** If the County Commission objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County Commission believes that the Modification Application is not consistent with the intent of this Agreement and/or the County's Vested Laws (or, only to the extent permissible under this Agreement, the County's Future Laws).

14. **Estoppel Certificate.** Upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer, as the case may be, at that time is not in default of the terms of this Agreement.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

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

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

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

19. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the First District Court for the State of Utah in Weber County.

22. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the

Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

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

24. **Recordation and Running with the Land**. This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.

25. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann. § 10-9a-504* unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence.

26. **Authority**. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.

27. **Referendum or Challenge**. Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to *Utah Code Ann. § 20A-7-601*, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 24, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

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

DEVELOPER:

OVB INVESTMENTS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DEVELOPER ACKNOWLEDGMENT

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of OVB Investments, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

Approved as to form and legality:

WEBER COUNTY, a Utah political subdivision

County Attorney

By: _____
Name: Gage Froerer
Its: County Commission
Chair

Attest:

Bahy Rahimzadegan
County Clerk

COUNTY ACKNOWLEDGMENT

On the _____ day of _____, 2025 personally appeared before me Gage Froerer who being by me duly sworn, did say that he is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and said Gage Froerer acknowledged to me that the County executed the same.

NOTARY PUBLIC

EXHIBITA
[Legal Description of the Property]

Signature Page to Development Agreement

ALL OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 1285.91 FEET SOUTH $89^{\circ}54'27''$ EAST AND 336.88 FEET NORTH $00^{\circ}05'33''$ EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH $01^{\circ}08'59''$ WEST 436.98 FEET; THENCE WEST 498.37 FEET; THENCE NORTH 4453.04 FEET; THENCE NORTH $89^{\circ}33'08''$ EAST 1980.62 FEET; THENCE NORTH $89^{\circ}51'57''$ EAST 2631.81 FEET; THENCE SOUTH $00^{\circ}09'20''$ EAST 2613.50 FEET; THENCE WEST 911.71 FEET; THENCE SOUTH $06^{\circ}32'14''$ EAST 843.75 FEET; THENCE WEST 582.31 FEET; THENCE SOUTH $54^{\circ}12'24''$ WEST 781.91 FEET; THENCE SOUTH $43^{\circ}57'42''$ WEST 657.08 FEET; THENCE SOUTH $83^{\circ}35'56''$ WEST 926.47 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 117.00 FEET, AN ARC LENGTH OF 2.02 FEET, A DELTA ANGLE OF $00^{\circ}59'25''$, A CHORD BEARING OF SOUTH $26^{\circ}24'35''$ EAST, AND A CHORD LENGTH OF 2.02 FEET; THENCE SOUTH $26^{\circ}54'18''$ EAST 257.10 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 182.34 FEET, AN ARC LENGTH OF 166.73 FEET, A DELTA ANGLE OF $52^{\circ}23'28''$, A CHORD BEARING OF SOUTH $00^{\circ}48'41''$ EAST, AND A CHORD LENGTH OF 160.98 FEET; THENCE SOUTH $25^{\circ}16'56''$ WEST 68.98 FEET; THENCE NORTH $64^{\circ}43'04''$ WEST 66.00 FEET; THENCE WEST 733.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,812,8714 SQUARE FEET OR 416.178 ACRES.

EXHIBIT B

[Preliminary Plat]

— Basso & Associates, Inc. — Solid one Year Old Brazil On —

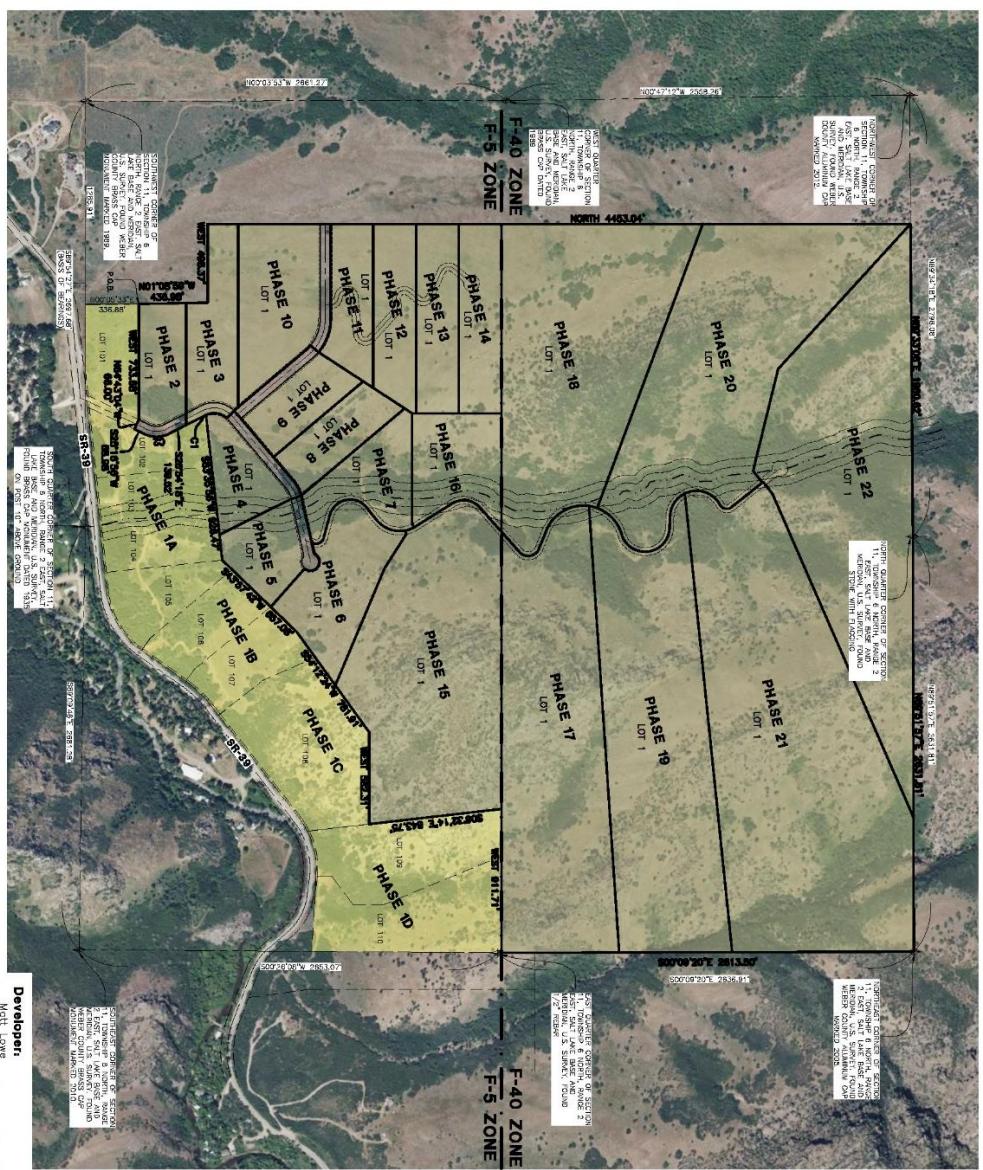
BOUNDARY DESCRIPTION (FOR PHASES 2-22)

VICINITY MAP
SCALE: NONE



Gateway Estates Subdivision

Weber County, Utah



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REED & ASSOCIATES, INC. 5100 S. 1300 E., BARRINGTON, UTAH 84012. THEY ARE FOR THE USE OF THE ORIGINAL PURCHASER, THE OWNER AND BUILDER OF REED & ASSOCIATES, INC. REED & ASSOCIATES, INC. RESERVE ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREIN WITHOUT THEIR CONSENT.

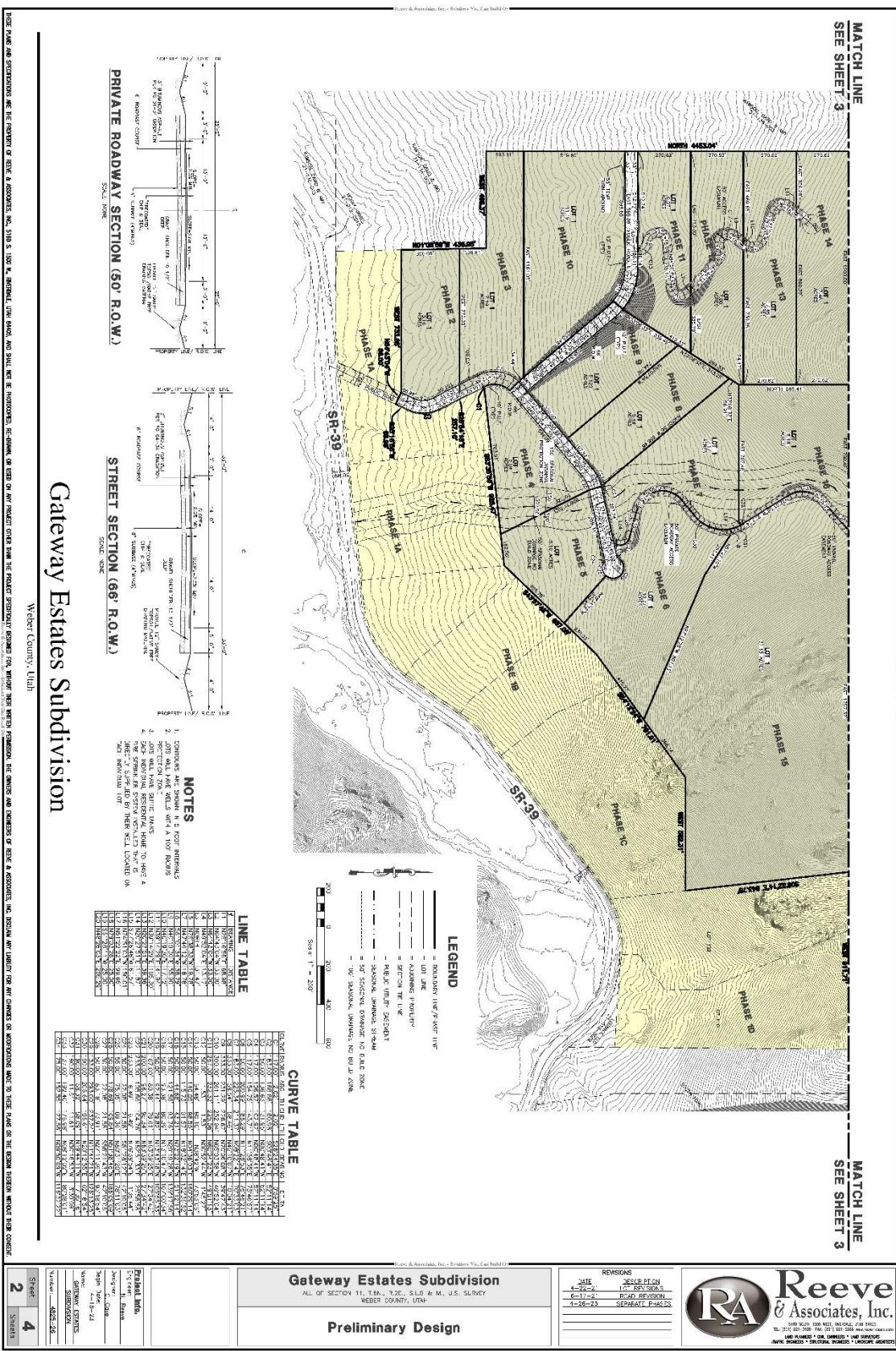
Raven & Associates, Inc. - Relations You Can Build

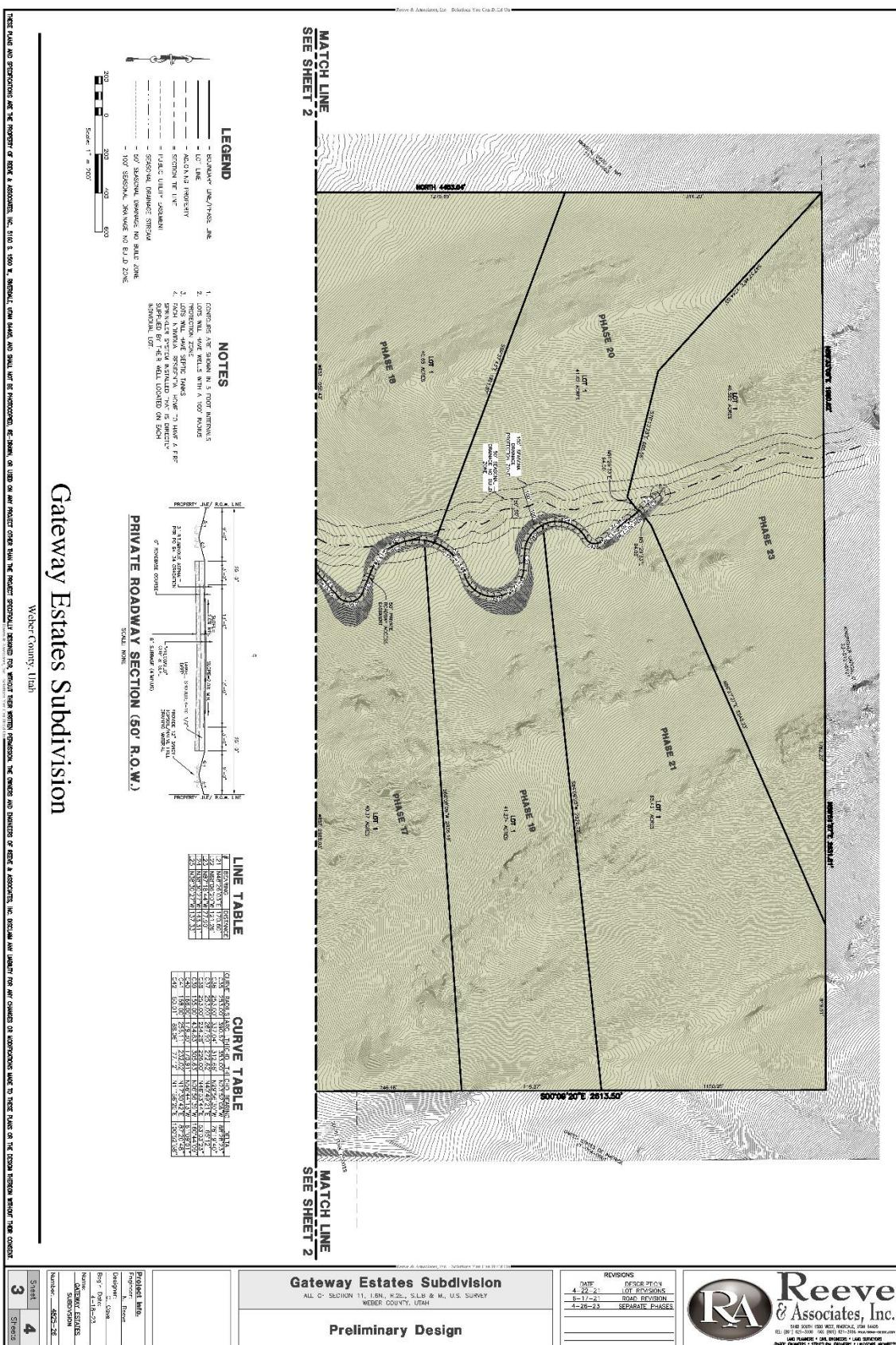
Gateway Estates Subdivision

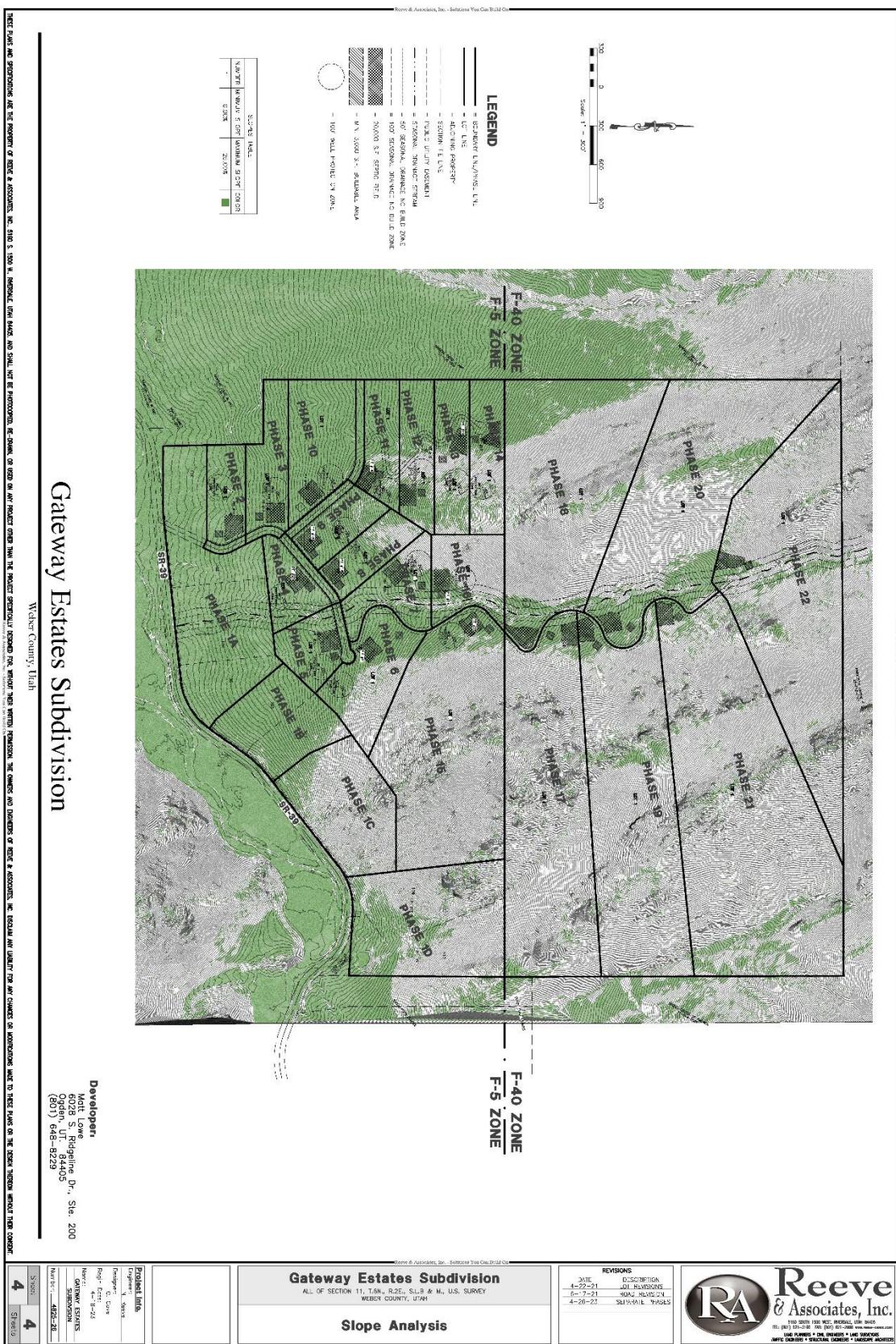
Preliminary Plan

REVISIONS

The logo for Reeve & Associates, Inc. It features a circular emblem on the left containing the letters 'RA' in a stylized, serif font. To the right of the emblem, the company name 'Reeve' is written in a large, bold, serif font. Below 'Reeve', the word '& Associates, Inc.' is written in a smaller, bold, serif font.







MEMO

TO: Ogden Valley Planning Commission
FROM: Charlie Ewert
DATE: July 16, 2025

RE: July 22nd Work Session Item 4, an application to rezone property near the Nordic Valley Resort base to the FB zone.

In the July 22nd Planning Commission meeting and work session item – agendized as WS4 – has been scheduled to discuss an application proposing to rezone approximately 4 acres from the FV-3 zone to the FB zone. The property, located at approximately 3662 Nordic Valley Drive, is contiguous with the existing FB zone in the area. The following figures illustrate the location, existing zoning, and the FB zone's street regulating plan for the area. The application is attached to this memo.

Figure 1: Area of Subject Property



Figure 2: Subject Property with Aerial



Figure 3: Current Zoning

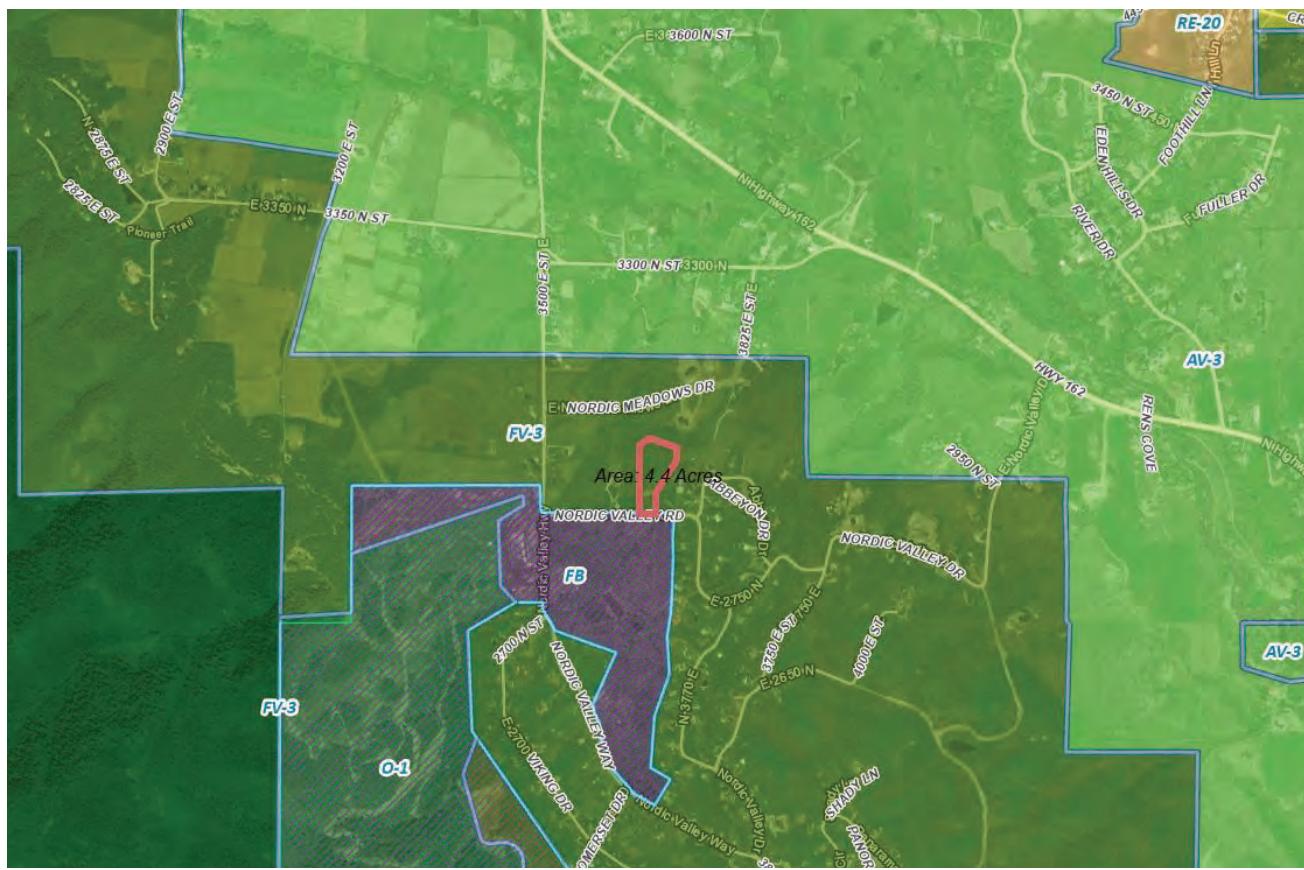


Figure 4: FB Zone's Street Regulating Plan

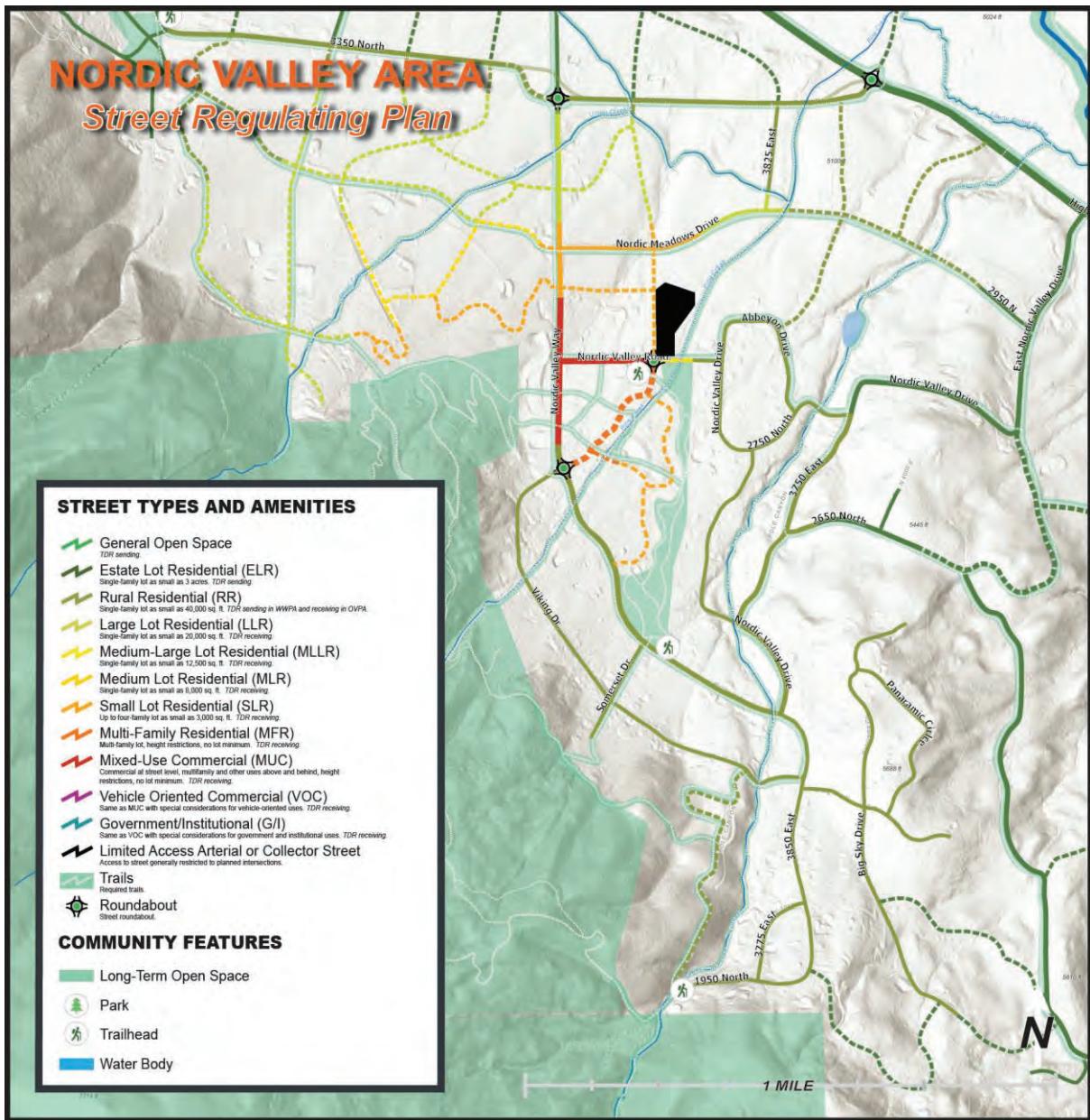
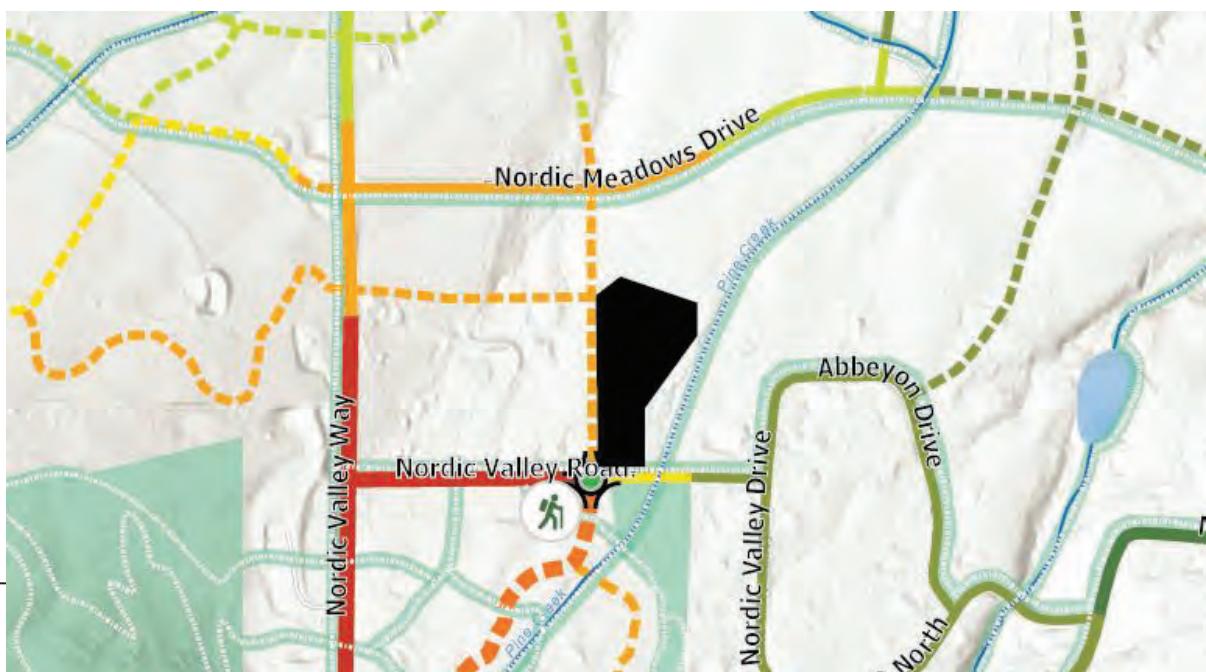


Figure 4: FB Zone's Street Regulating Plan Zoomed



Zoning Request for lots 5 and 6 of the Asgard Heights Subdivision in Weber County

1 Detailed Written Narrative of the Request

Purpose of Rezoning Request

The purpose of this request is to transition the subject property from the existing F3 (3-acre minimum) zoning classification to a form-based code district, similar to and in the extension area of the Nordic Valley Form Base Village Zone adjacent to this property. This will support a more thoughtful, place-based planning approach that prioritizes community character, road and traffic flow, walkability, continuity of the Form-Based Village Zone, and a balance between open space and development.

Why Form-Based Zoning?

Unlike traditional zoning, which focuses on the separation of land uses and minimum lot sizes, form-based zoning is a forward-thinking approach adopted by Weber County that emphasizes the physical form, design, and relationships of buildings and public spaces. This approach will enable us to create a vibrant, context-sensitive development in Ogden Valley.

Justification for the Transition

1. Promotes Rural Character Through Design

The form-based code will allow for a variety of lot sizes and building types while preserving the rural character and scenic vistas that define Ogden Valley. The development will be carefully shaped to blend with the existing landscape and cultural heritage.

2. Enables Compact, Walkable Neighborhoods

Rather than requiring uniformly large lots, a form-based code allows for clustered development patterns with a focus on pedestrian-friendly streetscapes, village centers, and integrated open spaces.

3. Supports the Ogden Valley General Plan Vision

The General Plan encourages sustainable growth, compact development, and protection of natural and agricultural lands. A form-based code directly supports these goals by concentrating on development and preserving larger tracts of open land on the valley floor.

4. Greater Flexibility & Predictability

A form-based approach provides clear guidelines for building placement, massing, and design while offering flexibility in land use, allowing for a mix of residential, small-scale commercial, and civic spaces where appropriate.

5. Encourages Diverse Housing Types

The new zoning framework will allow for a mix of housing options such as single-family homes, cottages, and accessory dwelling units (ADUs), addressing the needs of various income levels and demographics.

Design Commitments

- **Village-Style Development:** A community designed around a village core with integrated parks, trails, and gathering spaces.
- **Open Space Preservation:** Significant areas will remain undeveloped to serve as conservation land, agricultural buffers, and recreational corridors.
- **Architectural Guidelines:** All structures will adhere to high-quality design standards inspired by the valley's rural and mountain vernacular.

- **Sustainable Infrastructure:** Implementation of green infrastructure, low-impact development techniques, and water-wise landscaping.

Conclusion

Rezoning to a form-based code district will allow us to create a vibrant, walkable, and ecologically sensitive community that reflects the values and long-term vision of Ogden Valley residents. We respectfully request the County's consideration and approval of this rezoning as a key step in delivering a project that harmonizes growth with preservation.

2 - Street and Pathway Connectivity Plan

- Neighborhood street, sidewalk, and pathway connectivity plan showing how street and pathway/sidewalk connections can or will be made.



Figure 1 Nodric Development to South with Nordic Valley Drive (Black) and Proposed Connecting Road in Red

The map to the left is the northern part of the Nordic Valley plan which is adjacent to the property I am requesting for rezoning.

The map shows Nordic Valley Drive which faces the southern boundary of this property as highlighted in black. Highlighted in red is the proposed road on the western boundary of this property. Both are proposed by the Nordic Village plan to join a roundabout providing seamless traffic movement. The design below shows a possible use configuration connecting and continuing the road with a dedicated ROW for future connectivity.

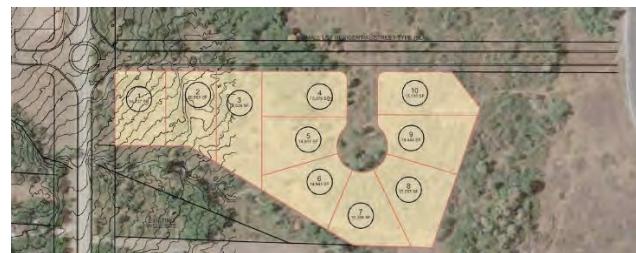


Figure 2 One 10 lot Subdivision Concept Requires Central Sewer

3 Parks and Open Space Plan

- The plan for open space and parks, along with a statement regarding the plan from the local park district.

This project is based on an existing subdivision. Depending on the rezoning designation and number of lots proposed common open space will be considered in a new subdivision plan. Only lots 5 and 6 of the following are included in this request.

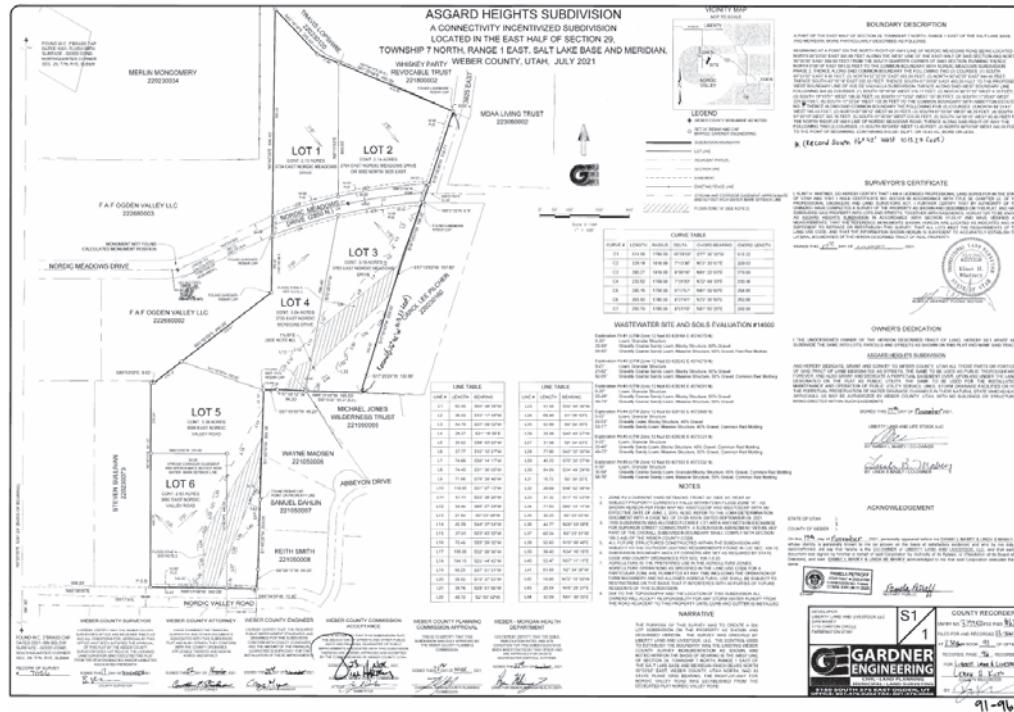


Figure 3 Approved Asgard Heights including Lot 5 and 6

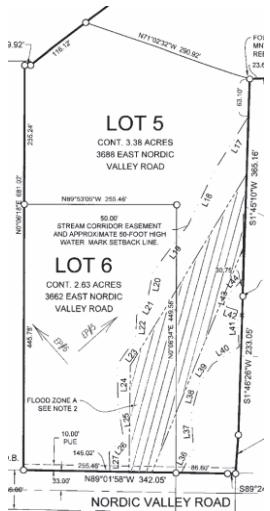


Figure 4 Lot 5 and 6 of Asgard Height Subdivision

4 Culinary and Secondary Water, and Wastewater Plan

- If in a sewer or water service area or expansion area, a letter of acknowledgment of the rezone from that service provider. If not within a service area, provide a written plan explaining how these services will be provided.

Two sources of water are available for this property. Two Nordic Mountain Water connections are currently in place and the Nordic Mountain Water District has indicated that there are sufficient additional water connections available for this project.

A second option is the availability of water connections from the Nordic Valley development next door and the option to connect to their anticipated sewer treatment plant.

Water table monitoring and percolation tests have been completed and approved by the Weber County health department for the two lots 5 and 6 included in this proposal. Some additional soil pit checks may be required. The 20,000 sq ft is the minimum lot size for any of the three basic septic systems required by Weber County. In the case of individual septic system options a different plot plan configuration would be required. At 43560 sq. ft. per acre the lot number may be slightly reduced.

5 Requirements for Master planned communities, or as needed:

a. Concept Development Plans

- i. Show development areas, sensitive lands areas including floodplains and landslide hazards, open space areas, and general layout.*

The image below is one possible lot and road configuration. Other options are available.



b. Traffic Impact Analysis

Due to the fact that this is a small development with existing road access and the possibility of adding future additional connections the traffic impact would be expected to be minimal.

c. Cost Benefit Analysis

- i. The cost/benefit analysis should be compiled in a manner that will help decision makers understand that the costs of the development can be appropriately mitigated by the benefits. The analysis may address actual costs/benefits to the county budget, or cost/benefits of the development to the community generally. The best cost/benefit analyses will frame the analysis based on the goals and objectives of the applicable general plan.*

Water, power, gas, and primary roads are already in place. There should be no additional cost to the County that would not be covered by the required permit fees.

One consideration with smaller lots is the affordability proposition. With the projected growth in Utah, there is a substantial shortage of both available and affordable lots for homes. See attached recent news articles on this matter.

d. Recreation Facilities Plan

This proposed project is immediately adjacent to the proposed Nordic Village and existing Nordic Ski Resort. No additional on-site plans are anticipated other than the creek-side open space.

e. Seasonal Workforce Housing Plan

As a small development project with homeowners maintaining their own property, there would not be any seasonal workforce housing.

f. Emergency Services Plan

- i. With the plan, including a letter of feasibility from Weber Fire District and Weber County Sheriff's Office

Both Fire District and County Sheriff's Office have signed off on the original Asgard Heights Subdivision of which this is just a subset.

g. Density calculation table showing proposed density calculations

The density calculation would be 1.6 units per acre based on the following format:

The formula for calculating residential density is given by:

$$RD = \frac{U}{LA}$$

Where:

- RD is the Residential Density (units per acre),
- U is the total number of units,
- LA is the total lot area in acres.

h. **Thematic Renderings** - demonstrating the general vision and character of the proposed development.

Following is a 3D rendering of the property. Subject to rezoning approval a detailed plot plan with lot lines and road layout may be similar to the following plot plan.

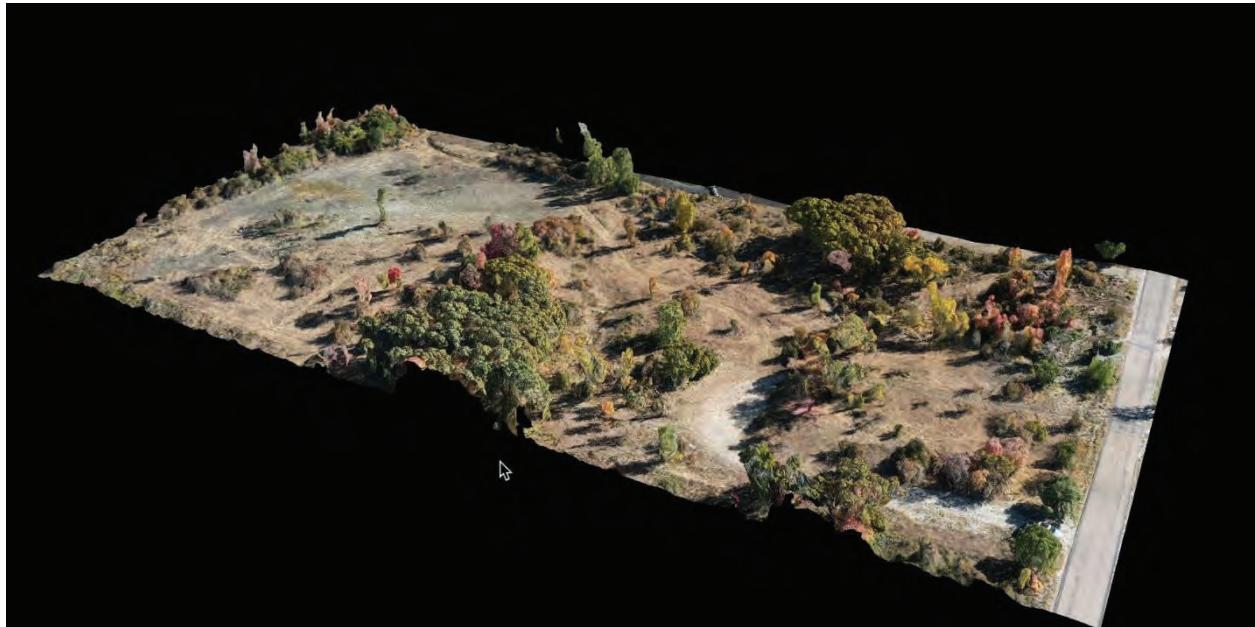


Figure 5 3 D overview of the proposed area for rezoning



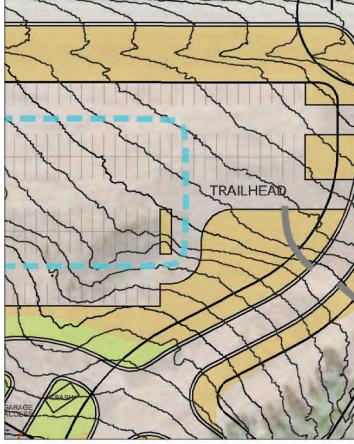
Figure 6 One possible road and lot configuration

MAYBE PARCEL

PLAN ALTERNATIVE 1



SMALLLOT RESIDENTIAL STREET TYPE (SLR)

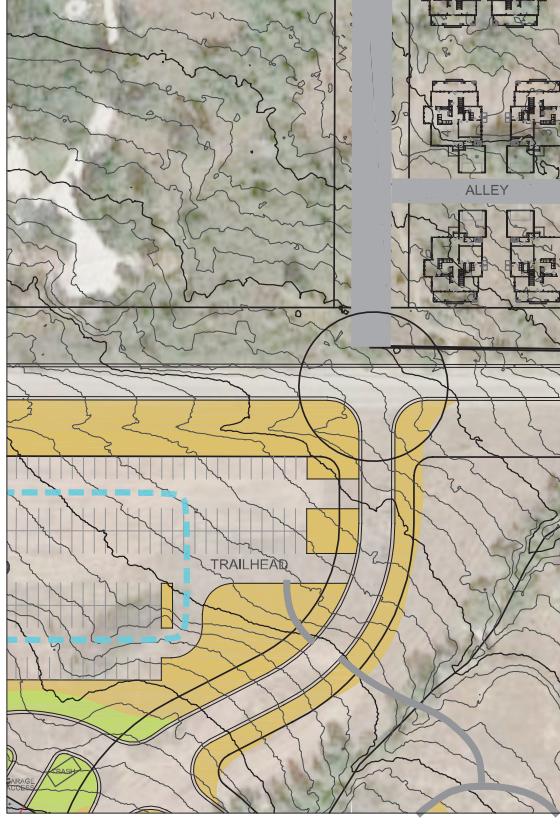


MAYBE PARCEL

PLAN ALTERNATIVE 2



SMALL LOT RESIDENTIAL STREET TYPE (S.R.)



MAYBE PARCEL

PLAN ALTERNATIVE 3



SMALL LOT RESIDENTIAL STREET TYPE (S.R.)

