

## **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

**November 24, 2025**

**Pre-meeting 4:30pm/Regular Meeting 5:00 pm**



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

#### 1. Legislative Items

- 1.1 **ZDA2025-12:** A request from Froerer Family Investment for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 19.32 acres, located at approximately 700 S 7900 E, Eden, UT, 84310 in the AV-3 Zone.  
**Applicant Representative: Ryan Froerer; Staff Presenter: Tammy Aydelotte**
- 1.2 **ZMA2025-06:** an application to rezone approximately 10.66 acres of land located approximately 3362 N 5100 E, from the Agricultural Valley AV-3 zone to the Forest Residential FR-3 zone.  
**Applicant Representative: Dana Farmer; Staff Presenter: Charlie Ewert**
- 1.3 **ZMA2025-07:** an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone.  
**Applicant Representative: Chase Freebairn; Staff Presenter: Charlie Ewert**
- 1.4 **ZDA2025-11:** an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort.  
**Applicant Representative: Olga Mariasina; Staff Presenter: Charlie Ewert**

2. Public Comment for Items not on the Agenda:

3. Remarks from Planning Commissioners:

4. Planning Director Report:

5. Remarks from Legal Counsel

Adjourn

***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 #ZDA2025-12, A request from Froerer Family Investment for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 19.32 acres, located at approximately 700 S 7900 E, Eden, UT, 84310 in the AV-3 Zone.

**Agenda Date:** November 24, 2025

**Applicant:** Froerer Family Investments, Ryan Froerer Authorized Representative

**File Number:** ZDA2025-12

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/24633>

#### Property Information

**Approximate Address:** 700 S 7900 E Eden UT 84310

**Current Zone(s):** Agricultural Valley (FV-3) Zone

#### Adjacent Land Use

**North:** 500 South St.      **South:** Residential

**East:** Residential/Agricultural      **West:** 7900 East St

#### Staff Information

**Report Presenter:** Tammy Aydelotte  
taydelotte@webercountyutah.gov  
801-399-8794

**Report Reviewer:** CE

### Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures

§Title 104, Chapter 2 Agricultural (AV-3) 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

Purpose of Request:

To allow for subdivision approval and recordation without the typical required timelines for phasing, as well as to preserve current development rights (6) for future development opportunities, on approximately 19.32 acres.

### Policy Analysis

Key Points:

Staff is presenting analysis of the proposal below, which acknowledges (in bolded text) the proposal's possible conflicts with existing ordinance. The proposed development agreement will rectify these conflicts.

1. Developer is seeking to preserve 1 development right for every three acres on approximately 19.32 acres in the Agricultural Valley (AV-3) Zone.
2. Developer is seeking to develop according to the submitted site plan. These standards, relative to lot development standards, are similar to those in a lot-averaged subdivision. **Lot sizes range from 2.75 acres to 3.33 acres. When averaged, as is done in this type of subdivision, the average lot size is approximately 3.12 acres. Proposed lot widths are a minimum of 200'.**
3. Developer is seeking a 10-year timeline to develop this project. The applicant proposes the slower pace of this development will allow for family to develop as their circumstances allow. **Weber County LUC 106-1-7 requires a phased development to record each new phase within one year from the date of the previous phase being recorded.**
4. Applicant is proposing a 60' wide right-of-way through the project to allow for future connectivity to the east, as the block length requirements mandate this. An ideal location for this connection would be through lot 4. This connection would be located approximately 100' from the nearest right-of-way (500 South Street). **If left to develop under current zoning and subdivision standards, there would be one home for every three acres, and possibly no connectivity, as each lot would have their frontage along 500 South Street (lot 1) and 7900 East Street (lots 2-6). Attempts at connectivity are generally required per the Subdivision Ordinance (106-1-5.10), through submission of a connectivity plan with a subdivision application. An exhibit showing this proposed connection would be required prior to appearing before the County Commission.**
5. Zoning Implications – The property zoning is not proposed to change from Agricultural Valley (AV-3).

### Planning Commission Considerations

The proposed development agreement is attached to this report as Exhibit A.

After reviewing the proposal within the constraints of existing development agreement and Weber County Ordinance, it is staff's opinion that this proposal may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding the preservation of open space and maintenance of the valley's pastoral lifestyle. Staff review is offered with the following considerations:

1. Staff's comments, suggestions, and edits regarding the DA should be more fully addressed prior to county commission approval.
2. Submission of an exhibit showing proposed connectivity to the east shall be submitted prior to the appearing before the County Commission.

Staff would recommend approval of this request 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 are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

### Model Motions

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 #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

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 #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

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 positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310. 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 Layout

Exhibit B: Applicant-Written Development Agreement

Exhibit C: Staff-Edits to Applicant Development Agreement

#### **Area Map**





## Exhibit B – Proposed Development Agreement from Applicant

See following pages.

**WHEN RECORDED, RETURN TO:**

Froerer Family, LLC  
Ryan Froerer  
2651 Washington Blvd.  
Ogden UT. 84401

**DEVELOPMENT  
AGREEMENT FOR  
SHREEVE ESTATES  
SUBDIVISION**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_, 2025 ("Effective Date") by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), and FROERER FAMILY TRUST AND FROERER FAMILY INVESTMENT and assigns, a Utah limited liability company ("Developer"), and made effective as of the Effective Date.

**RECITALS**

A. Developer owns approximately 19.76 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A ("Property"), identified by Tax Parcel ID 210260130.

B. The Property is presently zoned Agricultural Valley 3 (AV-3), and is currently vacant, undeveloped land.

C. Developer intends to develop the Property as a residential subdivision consistent with the Concept Plan as shown on the attached Exhibit B.

D. By this Agreement, the County and Developer confirm the Property's vested entitlements for the development of the Project consistent with the Concept Plan and current zoning requirements, except as otherwise agreed to in this Agreement. 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. §17-79-8 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 Agreement, 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 Concept Plan means the conceptual plan for the Project, shown in Exhibit B, which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

1.2.4 County Commission means the elected Weber County Commission.

1.2.5 County's Future Laws means the ordinances 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 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 Preliminary or 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 shall not exceed six (6) unless mutually agreed by the Parties.

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 Project means the development of the Property as a residential subdivision consistent with the Concept Plan.

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

1.2.16 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.

1.2.17 Public Roadways means the public roadways identified on the Concept Plan that will be dedicated to the County upon completion.

1.2.18 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 Agricultural AV-3 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 Concept Plan 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 Concept Plan and County's Vested Laws.** The Parties agree that the Concept Plan 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 Concept Plan that does not comply with County's Vested Laws or with this Agreement shall not be construed to be a waiver from County's Vested Laws.

2.4 **Early Termination Right.** 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, then 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 land use authority having jurisdiction.

### 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 Concept Plan including variations to the exact locations and configurations of residential lots 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, except as otherwise provided herein.

3.2 **Roadway Improvements.** Developer shall construct, or cause to be constructed or improved, Public Roadways within the Project that are necessary for the connectivity and development of the Project as generally depicted on the Concept Plan. The width of the Public Roadways are indicated on the Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 **Community Benefits.** In consideration for receipt of the benefits offered by this Agreement, Developer agrees as follows:

3.3.1 **Street Connectivity.** Developer shall dedicate to Weber County a public right-of-way street connection from 500 South through the Property, The public right-of-way shall be not less than sixty (60) feet in width, unless mutually agreed by the Parties. Such dedication shall occur prior to submission of Development Applications for the final three residential lots in the Project. Until such time as dedication occurs, an easement for this future right-of-way shall be shown on any plats where this future right-of-way may be located.

3.4 The Site Development Standards for the Project shall be as shown below.

|                                   |                                                                |
|-----------------------------------|----------------------------------------------------------------|
| Minimum Lot Area                  | 3 acres                                                        |
| Minimum Lot Width                 | 150 feet                                                       |
| Minimum Yard Setbacks             |                                                                |
| Front                             | 30 feet                                                        |
| Side                              | 10 feet with total width of 2 side yards not less than 24 feet |
| Rear                              | 20 feet                                                        |
| Main building                     | 20 feet                                                        |
| Accessory building                | 5 feet                                                         |
| Main building height              |                                                                |
| Minimum                           | 1 story                                                        |
| Maximum                           | 35 feet                                                        |
| Maximum accessory building height | 25 feet                                                        |

3.5 **Permitted Uses.** All Permitted Uses as contained and defined in Weber County Code Section 104-2-3 (AV-3 zone), are permitted in the Project.

3.6 **Minimum Phase Size.** The minimum size for a phase in the Project shall be one (1) residential lot. There is no maximum size.

4. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of ten (10) years ("Term"). So long as Developer is in substantial compliance with the terms of this Agreement, the initial Term may be extended for up to three (3) additional five-year terms at the discretion of Developer.

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 **Development Application Timeline.** Development applications for all of the

residential lots contained in the Project must be submitted prior to the expiration of the Term of the Agreement (including extensions), unless mutually agreed by the Parties. Nothing in this Section 6.2 prohibits Developer from submitting Development Applications for multiple phases of the Project at the same time. If Developer fails to timely submit a Development Application under this Section 6.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Development Application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Development 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 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 8.2 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 "upsized" 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(22) (2025)) 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 may be utilized within the Project, in accordance with applicable law, and the County shall not otherwise require Developer to install a culinary water system or sanitary sewer system throughout the Project. County agrees that Developer, at its discretion, may elect to utilize culinary water or sanitary sewer systems in all or part of the Project,

and will be permitted to access and connect to county services as set forth in Section 8.4.

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, including parcels involved in the Ogden Valley City incorporation 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 9.3 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 shall be extended for a reasonable period or periods 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:

Froerer Family LLC.  
Ryan Froerer  
2641 Washington Blvd.  
Ogden, UT 84401

With a Copy to:

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

To Weber County:

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

9.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, 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 10.

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 Concept Plan. Any modifications to the Concept Plan that do not increase the number of Units or omit the street connectivity to the Watson property.

12.1.3 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 14 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 13.1.1, 13.1.2, or 13.1.3 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 14. 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.** If Developer is not in default, then upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer is not in default of the terms of this Agreement at that time.

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 effect.

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 Second 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.

**Commented [TA1]:** This was shot down with the Gateway Estates DA.

25. **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.

26. **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 28, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

*[Signature Pages Follow]*

By: \_\_\_\_\_  
Name: Ryan Froerer  
Its: Partner

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF \_\_\_\_\_ )

NOTARY PUBLIC

COUNTY:

WEBER COUNTY,  
a Utah political subdivision

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

Name:

\_\_\_\_\_  
Its: County Commission Chair

Attest:

\_\_\_\_\_  
Ricky Hatch, Weber  
County Clerk/Auditor

COUNTY ACKNOWLEDGMENT

STATE OF UTAH                    )  
                                          :ss.  
COUNTY OF UTAH                )

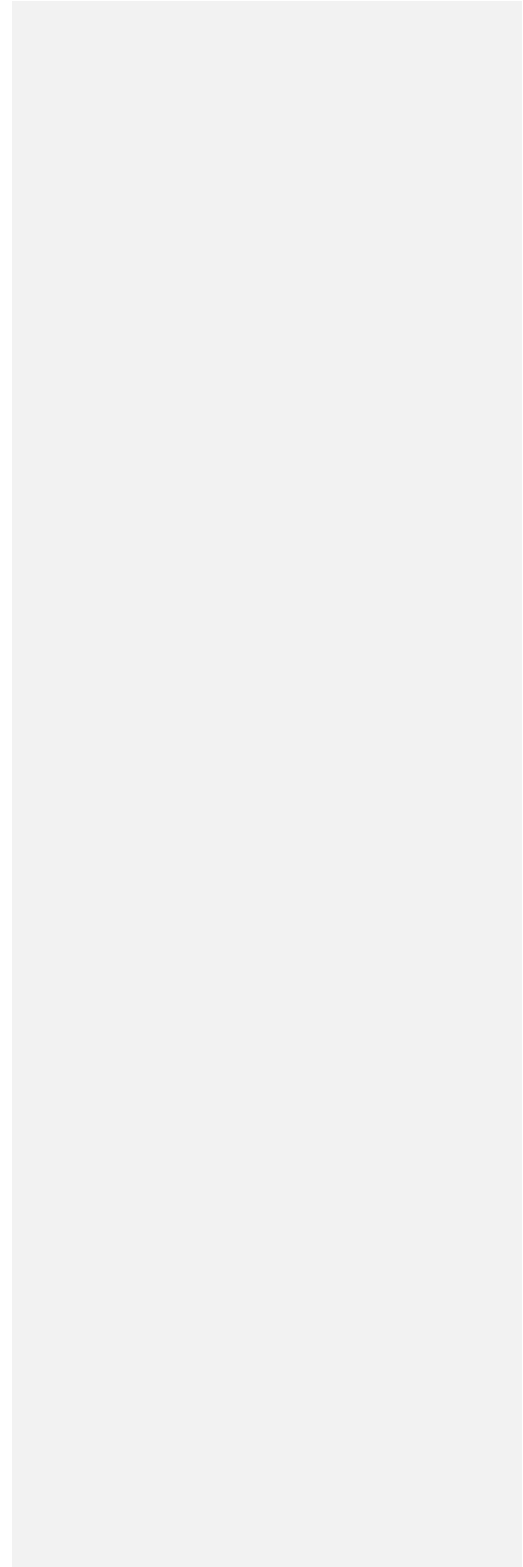
On the \_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that she is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber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

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

EXHIBIT A  
[Legal Description of the Property]

EXHIBIT B

[Concept Plan]





# Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZMA2025-06, an application to rezone approximately 10.66 acres of land located at approximately 3362 N 5100 E, from the Agricultural Valley AV-3 zone to the Forest Residential FR-3 zone.

**Agenda Date:** November 24, 2025

**Applicant:** Eden Landing LLC; Dana Farmer (Representative)

**File Number:** ZMA2025-06

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/24140>

### Property Information

**Approximate Address:** 3362 N 5100 E, Unincorporated Ogden Valley

**Current Zone(s):** AV-3 Zone

**Proposed Zone(s):** FR-3 Zone

### Adjacent Land Use

**North:** Condominium Complex                      **East:** Condominium Complex and Future SFD Sub.

**South:** Large Lot Residential                      **West:** Large and Small Lot Residential and Townhomes

### 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 2 Agricultural Zones.  
§Title 104, Chapter 8 Forest Residential Zones.

## 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

The applicant seeks a legislative rezone of two parcels totaling 10.54 acres from AV-3 to FR-3 to enable development of a planned residential project containing approximately 110 multi-family dwelling units. The applicant has submitted conceptual architectural renderings as part of the request.

Critically, the rezone is proposed in conjunction with a development agreement. A development agreement is intended to specify roles, responsibilities, development standards, phasing expectations, open-space commitments, and other binding obligations not otherwise guaranteed through zoning alone. Any approval of the rezone would include concurrent approval of this development agreement.

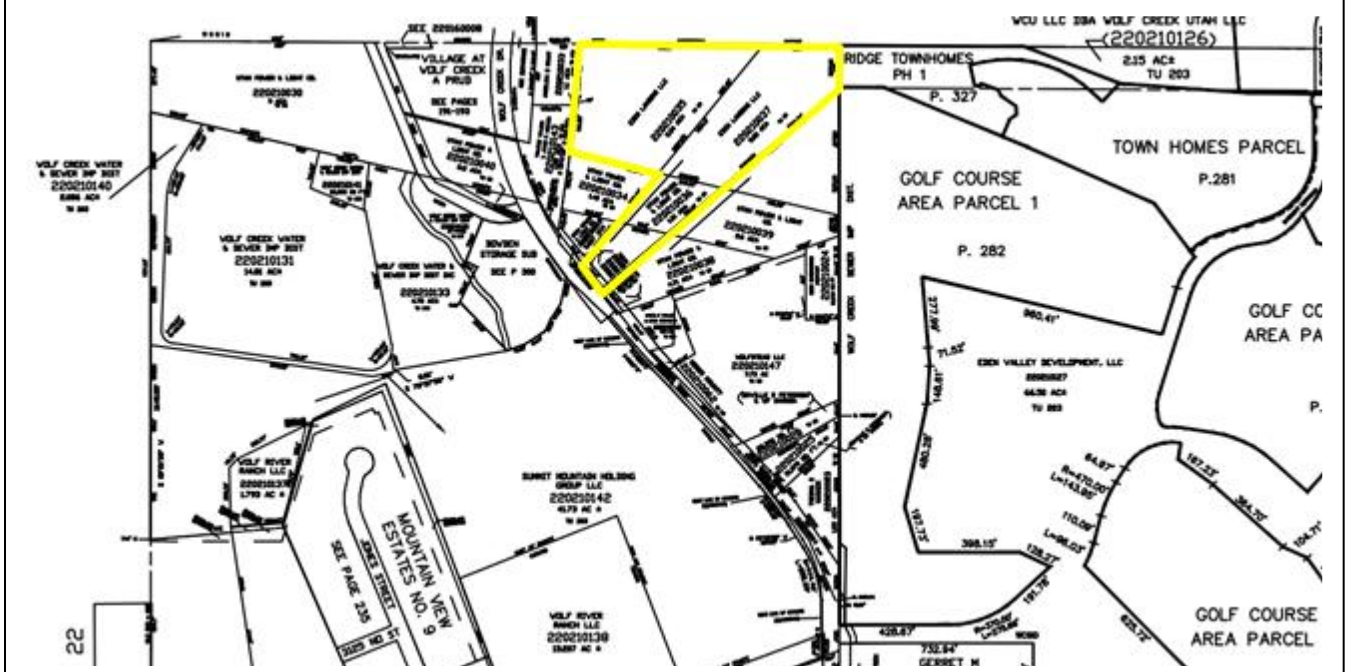
The applicant proposes to utilize Transfer of Development Rights (TDRs) to meet the Ogden Valley General Plan's "no net new development rights" policy by retiring density from elsewhere in the Valley – with the exact location not yet known.

The project is located 0.4 to 0.6 miles from the Wolf Creek Village Center identified in the General Plan. The surrounding area features a mix of multi-family, condo, single-family, PRUD, utility, resort-related, and vacant land uses, with several approved but yet-to-be-built nearby developments.

The basic framework of the report was generated using large language modeling, with context, relevance, corrections, specificity and recommendations provided by staff.

## Policy Analysis

**Figure 1: County Recorder's Plat Map Depicting Exterior Perimeter of the Subject Parcels.**



The Weber County Land Use Code has a chapter that governs application-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code, the Ogden Valley General Plan and best planning practices.

### Zoning Analysis

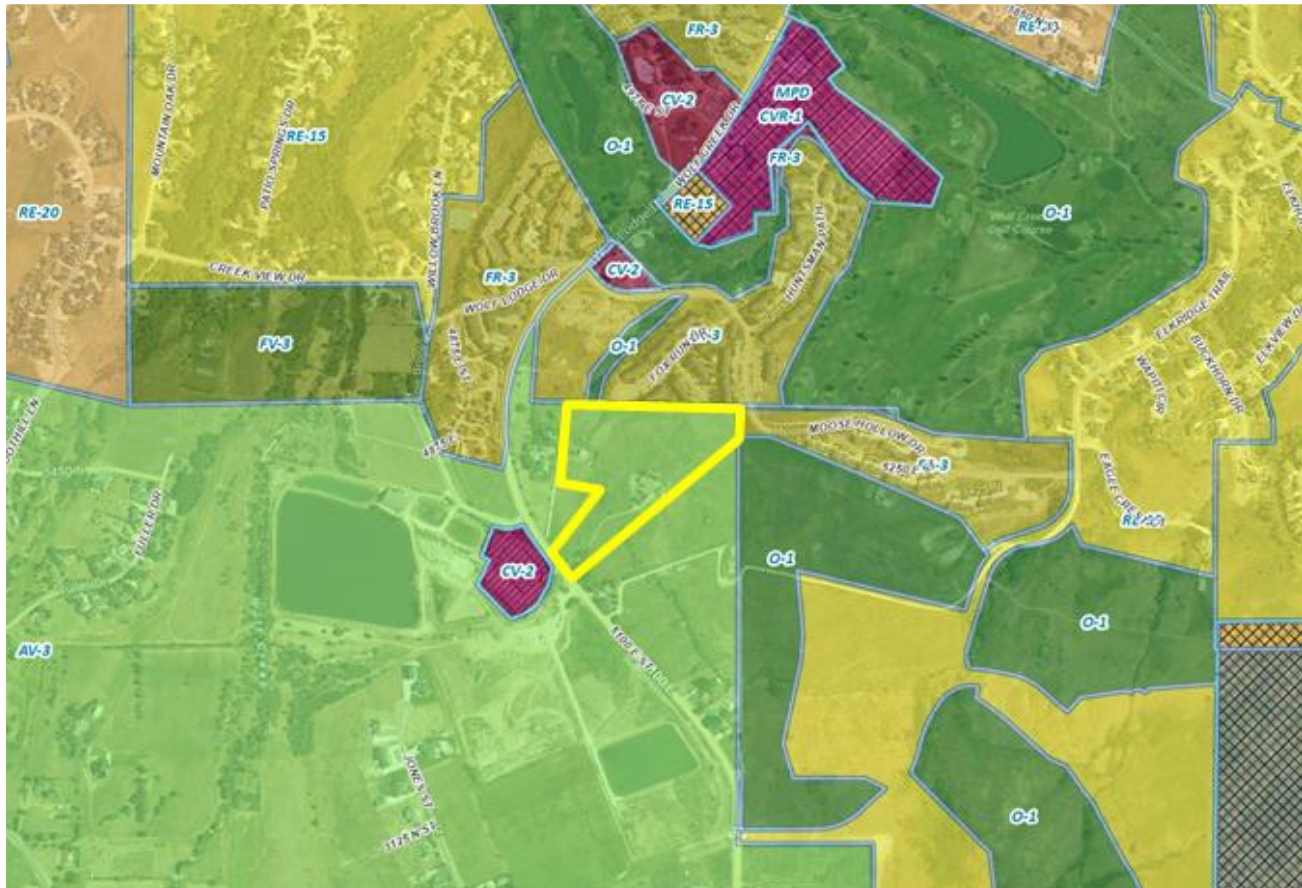
The current zone of the subject property is AV-3. **Figure 2** displays current zoning for the area. The purpose and intent of the AV-3 zone is:

*"The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to: designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and direct orderly low-density residential development in a continuing rural environment."*<sup>1</sup>

<sup>1</sup> See County Code Section 104-2-1.



**Figure 2: Current Zoning Map and the Subject Parcel(s).**



The proposed zone for the subject property is the FR-3 Zone. The purpose of the FR-3 Zone is:

*"... intended to provide 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."*<sup>2</sup>

The proposed rezone can be observed in **Figure 3**, with the yellow polygon depicting the proposed FR-3 zone. Please note that the proposed FR-3 zone is contiguous to other property in the area zoned FR-3.

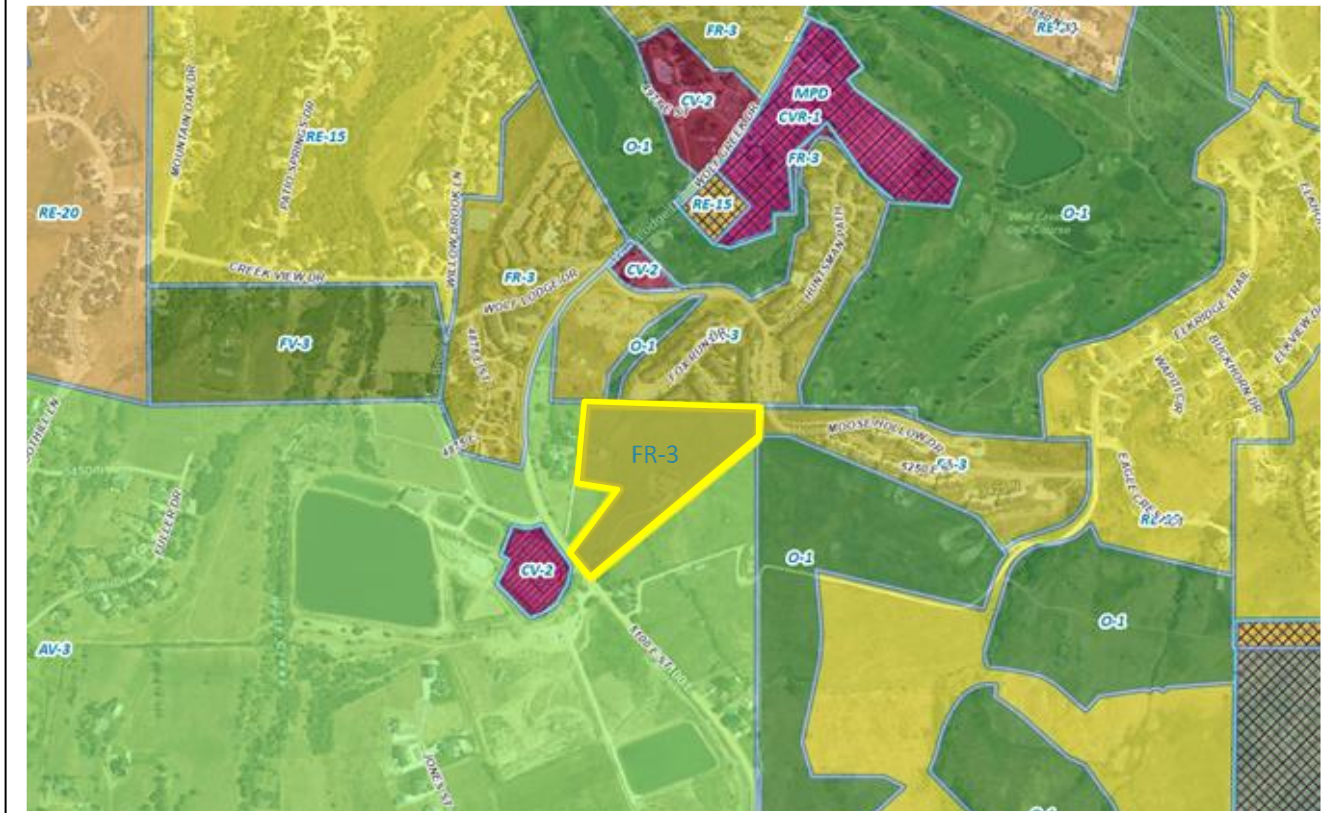
**Figure 5** illustrates the proposed concept plan for the property, which can also be reviewed in Exhibit A. Staff's recommendation provide for several suggested changes to the site plan.

Weber County Code has six general decision criteria for determining whether a rezone is merited. They are as follows:

- a. Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.
- b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.
- c. The extent to which the proposed amendment may adversely affect adjacent property.
- d. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.

<sup>2</sup> Weber County Code Section 104-8-1.

**Figure 3: Proposed Zoning Map and the Subject Parcel(s).**



- e. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.
- f. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.

The following is an analysis of the proposal in the context of these criteria.

**Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.**

General plan principles relevant to the site:

- No net new development rights through TDRs.
- Higher density within or adjacent to village centers.
- Walkability and compact development patterns in and near centers.
- Appropriate transitions from village centers to rural areas.

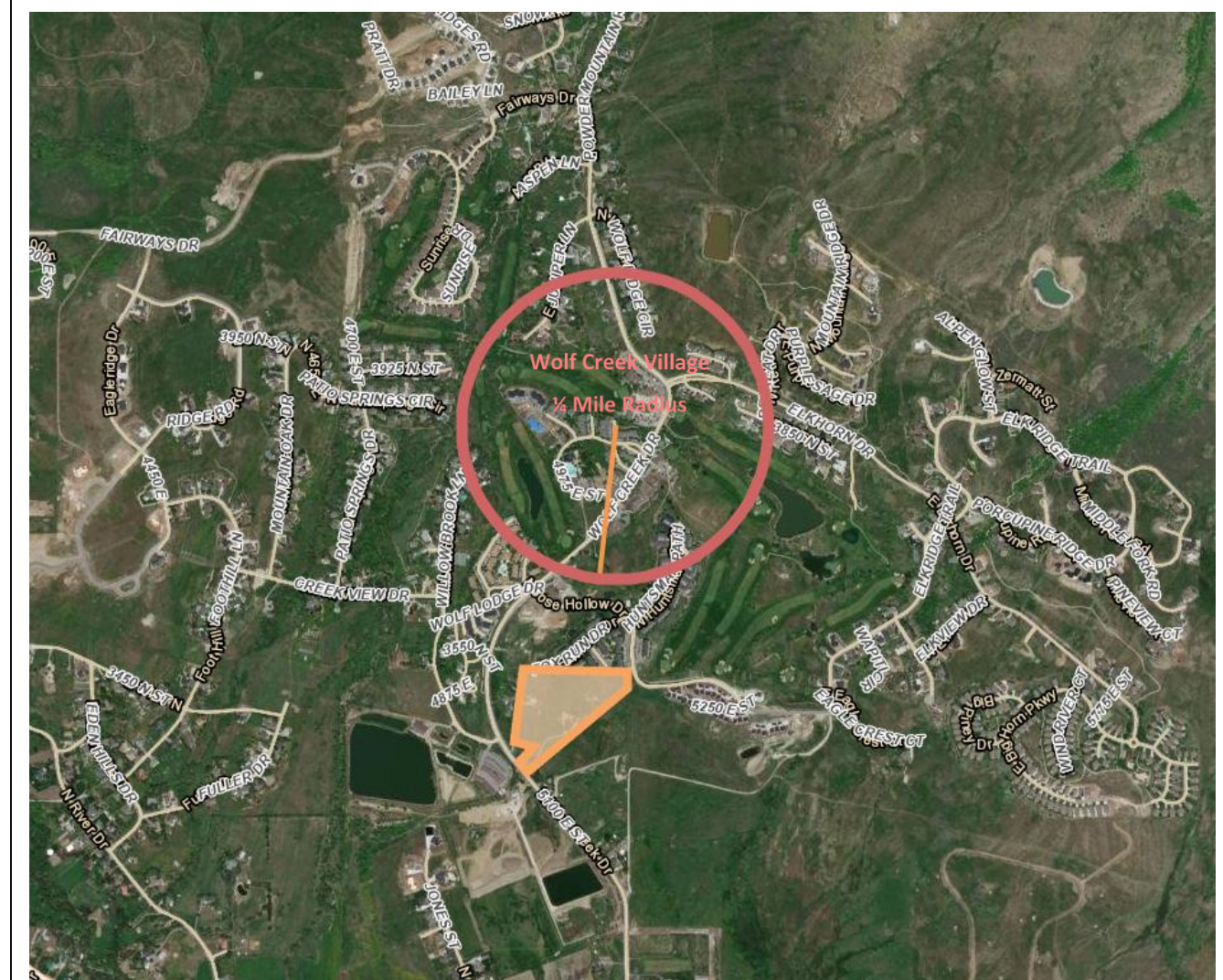
Findings:

- The applicant's use of TDRs supports the General Plan's emphasis on concentrating growth in receiving areas while preserving rural agricultural lands, and concentrating growth in areas easily served by infrastructure.
- The site is 0.4–0.6 miles from the Wolf Creek Village Center—within its general influence area, though not immediately adjacent. **Figure 4** illustrates the subject property in relation to the Wolf Creek village area.
- Numerous existing and approved multi-family developments (Moose Hollow, Ridges, and Powder Canyon) already extend a higher-density character outward from the village center.
- The site sits in a transitional area, making consistency dependent on policy interpretation.



**Conclusion:** TDRs strongly support the Plan, while the location requires careful consideration of Wolf Creek Village's intended scope of influence.

**Figure 4: Subject Property in Proximity to Wolf Creek's Village Area.**



***Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.***

### Supporting Compatibility:

- The site directly borders high-density resort condos (Moose Hollow, and The Ridges).
- Additional high-density development is approved directly northward (Powder Canyon).
- The Village at Wolf Creek PRUD across SR-158 includes townhomes and small-lot single-family residential.
- The area already reflects a village-proximate, resort-oriented residential pattern, and the proposed development agreement can ensure design continuity.

Potential Incompatibilities:

- To the west and south are larger single-family lots (0.65–1.23 acres and ~1 acre).
- The General Plan calls for gradual density transitions.
- Without effective buffering, setbacks, and open-space design, the project could read as an intensity jump in proximity to these homes.



Conclusion: compatible if appropriate buffers are included; otherwise, partially compatible.

**Figure 5: Applicant Proposed Site Plan.**

**Project Summary**

**Key Zoning Requirements:**

Zoning: FR-3

Acres:  $\sim 4.38 + 5.27 + 1.01 = 10.66$

**Setbacks:**

Front: 25'

Side: 8'

Corner Side: 20'

Rear: 30'

Maximum Building Height: 35'

Maximum lot Coverage: 40%

**Proposed:**

Density: 110 Units or 9.57 Units/Acre

Uphill 3-Bed units = 45

Dnhill 3-Bed units = 65



**SITE PLAN: Scale 1:50**  
(Plotted on 24x36)

**Figure 6: Applicant Proposed Architectural Renderings.**



***The extent to which the proposed amendment may adversely affect adjacent property.***

Potential impacts include:

- Visual impacts from building height, massing, and scale next to larger-lot residential uses.
- Traffic increases.
- Noise and activity levels typical of higher-density development.

Mitigating factors:

- Install landscaping, buffering, configure open-space to reduce the intensity perceived by existing neighbors.
- Ensure application of the FR-3 zone's maximum 35 foot height limit.
- Adjacent high-density developments to the north and east reduce overall incompatibility.

Conclusion:

Adverse effects are possible, but mitigatable through design standards.

***The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

Roadways:

- SR-158 provides primary access.
- A Traffic Impact Study will be required prior to subdivision.
- A connection through the site to Moose Hollow Drive as well as proximity to Powder Mountain's proposed park-and-ride lot on the other side if SR-158 may change circulation patterns.

Water and Sewer:

- The Wolf Creek Water and Sewer Improvement District is located directly west.
- Capacity review will be required prior to subdivision, but proximity suggests potential service feasibility.

Stormwater:

- The onsite intermittent stream requires 50-foot setbacks and riparian protections.
- On-site detention and erosion control will be required prior to subdivision.

Public Safety:

- Policing and fire protection can be served from existing resources.
- Increased density will require evaluation of fire apparatus access and water supply prior to subdivision.

Solid Waste:

- Standard County solid-waste services are expected to be adequate.

Parks & Recreation:

- Connectivity to trails and village-area amenities should be addressed in the Development Agreement.

Conclusion: Facilities appear likely to be adequate, subject to detailed analysis at later stages of development.

***Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.***

- The onsite intermittent stream is the primary natural feature.
- The site is not known to contain wetlands, steep slopes, or critical wildlife habitat requiring special consideration.

- Compliance with 50-foot riparian setbacks and storm water pollution prevention plan controls will be required.

Conclusion: The site can be developed without substantial degradation if stream standards and best management practices are upheld.

***Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

- An increase of 110 units will generate notable trips during peak hours.
- LOS analysis will be required prior to subdivision review.
- The applicant will need to demonstrate that:
  - SR-158 and local roads maintain acceptable Level of Service;
  - Any necessary improvements or contributions will be made;
  - That UDOT can approve the proposed access to SR-158.
- The Development Agreement may include traffic-mitigation commitments such as turn lanes, intersection improvements, or pedestrian pathways.

Conclusion: Traffic impacts are potentially significant but can be mitigated through required studies and improvements.

## **Staff Recommendation**

After reviewing the proposal within the intended context of the Ogden Valley General Plan, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

- Update the proposed development agreement to include the following:
  - Zone reversion clause. If agreement expires the FR-3 zone expires and reverts to the AV-3 zone unless/until renegotiations have occurred.
  - Increased density by Transferable Development Right only – the transfer to be executed prior to plat recordation. Use the same TDR rules provide in the FB zone.
  - Updated concept plan and inserted design standards to provide for the following:
    - A landscaping to buffer the large lots to the south and west.
    - The required stream corridor setback.
    - Public street connection from SR158 to Moose Hollow Drive. Street to include a 10-foot public pathway, or if providing the same connections, the 10-foot public pathway can be placed through an open space corridor on the property.
    - Moved location of SR-158 Pathway.
    - 10' paved pathway within the power line corridor, connecting it to the existing road base pathway in the Eagles Landing development (the EDEN VALLEY DEVELOPMENT LLC property to the east).
    - Unless required otherwise by UDOT, realign the street connection to HWY 158 to provide a four-way intersection that aligns with the entrance to the Summit Mountain Holding Company's property to the west.
  - Require the following, excepting any specific detail refused by UDOT:
    - If the Powder Mountain Park-and-Ride is constructed on the west side of Highway 158, or any other development occurs there, share the entire cost for intersection improvements and any UDOT desired traffic control devices with Summit Mountain Holding Group, LLC (or successor/heir). The cost share shall be a ratio based on the total number of vehicles exiting/entering the high to/from the east (the applicant's share) and to/from the west (Summit group's share), or as otherwise mutually agreeable by all parties (the land owners, the city, and UDOT).
    - Before submitting for a subdivision review, fund and conduct a traffic impact study to determine the effect the new intersection will have on existing and projected future traffic demand, including the demand related to the project, the existing and new traffic patterns and volumes related to existing development in the area, and the traffic related to the Powder Mountain Park and Ride.
    - Unless the traffic impact study recommends greater improvements, at least install a right-turn pocket from HWY 158 to the project. Move and reconstruct the SR158-adjacent

pathway to provide no less than a 10-foot buffer between the pathway and the highway's asphalt surface. The pathway should be no less than 10 feet in width. Publicly dedicate sufficient right-of-way width to accommodate for the improvements.

Staff's recommendation is offered with the following findings:

1. The proposal can meet the General Plan's "no net new development rights" policy through TDRs.
2. Surrounding development patterns include high-density residential consistent with FR-3.
3. The project's location near (within 0.4–0.6 miles) a designated village center can support village-oriented growth.
4. The request is a legislative action, and the County has broad discretion.
5. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

## 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 #ZMA2025-06, an application to rezone approximately 10.66 acres of land located at approximately 3362 N 5100 E from the AV-3 zone to the FR-3 zone.

I do so based on the requirements and findings in staff's recommendation.

### Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2025-06, an application to rezone approximately 10.66 acres of land located at approximately 3362 N 5100 E from the AV-3 zone to the FR-3 zone.

I do so based on the requirements and findings in staff's recommendation, **but with the following additional edits and corrections**:

*Example of ways to format a motion with changes:*

- *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. Require the creation of a homeowner's association to operate and maintain.*
- *Example: Amend staff's consideration item # [\_\_\_]. It should instead read: [\_\_\_desired edits here\_\_\_].*
- *Etc.*

*Example of alternative or additional findings:*

- *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
- *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
- *The changes will enhance the general health, safety, and welfare of residents.*
- *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
- *Etc.*

### Motion to recommend **denial**:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2025-06, an application to rezone approximately 10.66 acres of land located at approximately 3362 N 5100 E from the AV-3 zone to the FR-3 zone.

**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: Applicant-Proposed Development Agreement.

Exhibit B: Application Information.



## Exhibit A: Applicant-Proposed Development Agreement.

– *(Following Pages)*

**DEVELOPMENT AGREEMENT**

*Eden Landing Subdivision*

Weber County, Utah

Owner/Applicant: Eden Landing, LLC

6924 E Summit Pass Road #5

Eden, UT, 84310

801-599-2263

This Development Agreement for the Eden Landing Subdivision ("Development Agreement") is approved on the date signed below, by the duly elected Weber County Board of County Commissions("County Commission") of Weber County, Utah ("County"), a political subdivision of the State of Utah, whose address is 2380 Washington Blvd., Ogden, Utah 84401, between the County and Elan Spanish Eden Landing, LLC, a Utah limited liability company ("Owner") whose address is 6924 E Summit Pass Road #5, Eden, UT, 84310. The Owner is the owner of certain real property, as identified by Exhibit A ("Subject Property").

## SECTION 1: FINDINGS

---

The Weber County Board of County Commissioners makes the following findings in approving this Development Agreement:

- 1.1. Owner is the fee owner of the Subject Property, as identified by the property records maintained in the office of the Weber County Recorder.
- 1.2. The Subject Property is approximately 10.24 acres, as more particularly described by Exhibit A.
- 1.3. The Owner desires to develop the Subject Property as a residential community with amenities on the Subject Property, as more fully identified herein ("the Project").
- 1.4. Weber County first adopted the Ogden Valley General Plan ("OVGP") in 1998, following its completion in 1996. This plan included two vision statements and goals, projecting a long-term build-out of 6,200 residential units by 2018. An update was released in 2001, and the Recreation Element was added in 2005. The plan was later revised and readopted on August 30, 2016 (Resolution #28-2016), with another update on November 19, 2019 (Resolution #58-2019).
- 1.5. The Plan identifies the Subject Property and as suitable for the FR-3 Zone.
- 1.6. The County has adopted the Weber County Land Use Code ("Land Use Code").
- 1.7. The Land Use Code provides various zoning districts, including FR-3, and divides the unincorporated areas of the County into zone districts pursuant to the Land Use Code, and Management Act, Utah Code Annotated, 1953, as amended ("the Act").
- 1.8. The Land Use Code also provides various standards and requirements for the establishment and operation of uses and activities allowed within each zoning district and further provides procedures and requirements for the division of all lands located in the Eden.
- 1.9. The Owner is contemplating presenting to the County various Land Use Applications to create the Eden Landing residential community, including necessary land use and subdivision applications, with required supporting information and materials
- 1.10. The Owner is committed to providing all uses and activities occurring on the Subject Property to the highest standards to create a residential community and has proposed to develop the Subject Property consistent with a Project Plan provided by the Owner to the County, and attached hereto as Exhibit B.
- 1.11. The Ogden Valley Planning Commission ("Planning Commission") previously considered a zoning district designation for the Subject Property and forwarded a **positive** recommendation

to the County Commission on \_\_\_\_\_, 2025 to rezone the Subject Property from AV-3 to FR-3.

1.12. The FR-3 rezone application provided,

- The Subject Property falls within the Land Use Code's definition for the FR-3 zone:

The FR-3 zone is intended to "provide medium density residential uses...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."

- The OVGP land use goals provide that zone changes "should only be allowed when they are granted to incentivize significant contribution to the advancement of the goals and principles found in this plan." *Land Use Principal 1.1*, OVGP p. 15. These goals and principals include "the transfer of existing development rights (TDRs) as the primary means to increase densities in suitable project...". *Land Use Principal 1.1.1*, OVGP p. 15. And for new development to be clustered in "in areas where water and sewer service could be provided by a sewer system...". *Land Use Principal 1.5*, OVGP p. 15.
- The OVGP further establishes village areas where Valley residents "support housing near villages...". OVGP p. 30. The Subject Property is adjacent to Moose Hollow and lies within ¼ mile of the Wolf Creek Village area. MAP 8: COMMERCIAL LOCATIONS/VILLAGE AREAS, OVGP p. 31.
- This application to rezone approximately 10.24 acres ("Subject Property") to the FR-3 zone is requested to accommodate a planned development, in accordance with the OVGP and the Land Use Code.
- The current preliminary layout includes a mix of up to 110 single-family and multi-family units.
- The major utilities (gas, water, sewer, electric) are at, or near, the property boundary.

1.13. The County Commission, acting as the County's legislative body, and following the receipt of a Planning Commission **recommendations** approved the zoning district designations on \_\_\_\_\_, 2025.

1.14. The County Commission has approved this Development Agreement based on its determination that the Subject Property requires a comprehensive and coordinated Project Plan, as identified by the Land Use Code, for the establishment of all uses and activities occurring on the Subject Property, and to achieve the goals of the County and the Owner.

1.15. The County Commission finds that this Development Agreement contains provisions required by the Land Use Code, including compliance with applicable requirements of the Land Use Code.

1.16. This Development Agreement, and all Exhibits attached hereto, identify the current condition of the Subject Property, promote the goals of the County and the Owner, and provide for the

Owner's construction of those infrastructure, facilities, services and other amenities, benefits, and improvements necessary to meet the needs of the Subject Property in a coordinated and timely manner.

- 1.17. The County Commission finds this Development Agreement:
  - 1.17.1. Is consistent with applicable provisions of the OVGP.
  - 1.17.2. Conforms to applicable provisions of the Land Use Code.
  - 1.17.3. Will better preserve the Subject Property and surrounding properties by integrated planning and design than would be possible under other zoning regulations.
  - 1.17.4. Development of the Subject Property will contribute positively to the County's long-term economic stability, and
  - 1.17.5. The infrastructure plan will not be detrimental to the County's health, safety, and welfare.

## SECTION 2: PURPOSES

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The County Commission approved this Development Agreement to advance the public goals and policies of the County and to promote coordinated, consistent, and efficient decision-making and administration for all matters governed by this Development Agreement including, but not limited to, the following:

- 2.1. To achieve the vision and goals of the County and Owner.
- 2.2. To achieve the goals and policies of the OVGP, including the creation of a FR-3 Zone for the Subject Property.
- 2.3. To achieve the purposes of the FR-3 Zone to provide "a wide-range of residential uses, including single-family, multi-family, townhomes, employee housing" (Chapter 3, Land Use Code).
- 2.4. To provide the Owner with certain assurances related to the development of the Subject Property, as allowed by the FR-3 Zone, subject to compliance with all applicable local, State, and Federal laws, rules and regulations.
- 2.5. To establish clarity related to the development standards and regulations applicable to the Subject Property.
- 2.6. To identify the responsibilities of the County and the Owner related to development of the Subject Property, and all portions thereof, the provision of necessary and required infrastructure and services, and the issuance of all necessary and related Land Use Permits and Building Permits.
- 2.7. To promote regular communication and coordination and to facilitate efficient decision-making by the County and the Owner on various matters related to the Subject Property and to achieve the goals and vision of the County and the Owner.
- 2.8. To facilitate communications and coordination with Local, State, and Federal agencies to the extent necessary to achieve the purposes of this Development Agreement and the Project Plan.
- 2.9. To require and promote communication and coordination with all service providers as necessary, for the timely provision of necessary infrastructure, services, and amenities for the Subject Property.
- 2.10. To allow the Owner to voluntarily provide amenities, improvements, services, and facilities, as more fully described herein, for the benefit of the Subject Property, the County, and the Owner.

### **SECTION 3: APPROVAL**

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- 3.1. Upon receipt, full consideration and approval of the Planning Commission's recommendations for the zoning district designations for the Subject Property, and in consideration of the mutual goals of the County and the Owner, the County Commission approved this Development Agreement based upon the findings and purposes set forth herein.



## SECTION 4: SUBJECT PROPERTY DESIGNATION, PROVISIONS, AND REQUIREMENTS

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### 4.1. MANAGEMENT CODE DESIGNATION

- 4.1.1. The Subject Property is identified as "FR-3 Zone" by the Land Use Code.
- 4.1.2. Consistent with the OVGP, and upon the execution of this Development Agreement by the County and the Owner, and upon the completion of all noticing as required by law and recordation of this Development Agreement in the Office of the Weber County Recorder, the Subject Property shall be identified as a FR-3 Zone (FR-3Z) of the Land Use Code, such zoning district being specifically identified as FR-3 Zone District, such district to remain in place and in effect during the term of this Development Agreement, unless changed by affirmative action of the County Commission, complying with the terms of this Development Agreement and all procedural and noticing requirements of Utah law as required for a land use ordinance amendment.
- 4.1.3. The County and the Owner agree that various Land Use Application approvals, land Use Permits, and Building Permits will be required to implement this Development Agreement. All land Use Applications shall be reviewed and decided by the County, and all land Use Permits and Building Permits shall comply with all applicable requirements of this Development Agreement and the Land Use Code, as applicable. If the Development Agreement and Land Use Code should contradict, the Development Agreement shall control. If the Development Agreement does not address an issue, the Land Use Code shall govern.

### 4.2. CONCEPTUAL LAND USE PLAN AND DENSITY ENTITLEMENTS

- 4.2.1. The Project Plan identifies the conceptual locations for each of the land use categories proposed for the Project.
- 4.2.2. The County and the Owner agree that all Land Use Application approvals and all Land Use Permits and Building Permits must be generally consistent with this Development Agreement and the Project Plan.
- 4.2.3. Consistent with the maximum RDUs available and subject to compliance with the requirements of this Development Agreement, including Section 4.3.2 and Section 4.3.3, the Owner is entitled to have and the Project Plan shall permit a maximum of 110 RDUs, as defined herein, on the Subject Property without any maximum square footage limitation on the floor area of a single-family residential dwelling.
- 4.2.4. Residential Dwelling Unit ("RDU") is defined as a building, or a unit within a multi-family building, containing one or more kitchens and one or more other rooms comprising a dwelling, and including areas for living and sleeping, designed to be used for human occupancy, and complying with all applicable provisions of the Building Codes and County Land Use Ordinances. Detached garages, sheds and other structures ("accessory buildings") without living space do not require or utilize additional RDUs.
- 4.2.5. The County and the Owner agree that the Total Units as shown on the Project Plan shall include single family and multi-family units designated on the Project Plan are estimates but total RDUs shall not exceed 110 RDUs.
- 4.2.6. Exhibit B and Exhibit C, may be modified by mutual agreement by the County and the Owner from time-to-time, as additional information becomes available or as circumstances change, by complying with the procedures applicable to a Development Agreement amendment, as provided by Section 7.5.2 herein.

#### 4.3. ALLOWED USES

- 4.3.1. Exhibit C establishes the design standards for the Subject Property.
- 4.3.2. Notwithstanding Section 4.2.3 and Section 4.2.5, the maximum number of RDUs permitted on the Subject Property shall be limited by the existing or reasonably planned capacity of:
  - a. Culinary water facilities and services;
  - b. Sanitary sewer facilities and services; and
  - c. Fire protection facilities and services.
- 4.3.3. The determination of available, or planned, capacity for each item contained in Section 4.3.4 shall be made by the applicable Authority, as defined herein, and in consultation with the Owner and the service provider, as applicable, and based on level of service standards as established by Federal, State, or local agencies, as applicable.
- 4.3.4. Except for Section 4.3.2 and Section 4.3.3 and all applicable Federal, State, and local laws found necessary to protect the public health and safety, nothing in this Development Agreement shall be interpreted to modify or limit the density and use entitlements provided by Section 4.2.3 and Section 4.2.5.
- 4.4. DEVELOPMENT AGREEMENT, BUILDING CODES, ENGINEERING AND CONSTRUCTION STANDARDS, AND HEALTH CODES, AS ADOPTED TO APPLY. The review and approval of all land Use Applications, and the issuance of all land Use Permits and Building Permits for the Subject Property, or any portion thereof, shall comply with the following:
  - 4.4.1 All land Use Permits shall comply with all applicable requirements of this Development Agreement and the Land Use Code, as applicable.
  - 4.4.2 All Building Permits shall comply with all requirements of the County's Building Codes, as applicable, and in effect at the time a Building Permit Application is determined complete, as provided by the Act.
  - 4.4.3 All Land Use Permits shall comply with the requirements of the adopted Land Use Code, as may be applicable, provided that such requirements do not conflict with the terms and provisions of this Development Agreement, but shall not be interpreted or applied so as to modify or limit the density and use entitlements provided by Section 4.2.3 and Section 4.2.5 herein.
  - 4.4.4 All land Use Permits shall comply with all County engineering and construction standards, as applicable, and in effect at the time a land Use Application is determined complete, as provided by the Act.
  - 4.4.5 All land Use Permits, and all Building Permits, shall comply with all requirements of the Weber County Public Health Department, as applicable, and in effect at the time a land Use Permit and/or Building Permit application is determined complete.
  - 4.4.6 All applicable state and federal laws.
- 4.5. PROVISION OF REQUIRED INFRASTRUCTURE AND SERVICES, LAYOUT, AND DESIGN STANDARDS. The County acknowledges that the Project Plan is conceptual and the Project will be completed in phases. The County and the Owner mutually agree as follows:
  - 4.5.1 The exact location and the accurate legal description of each phase shall be determined by the Owner, based on the logical and efficient extension of all necessary infrastructure and services at the time a land Use Application is determined complete, as provided by the Act, and subject to compliance with the Site Planning and Development Standards and the

approval of the County in connection with the review of the applicable Land Use Application. The overall phasing for the Project may be modified based on market conditions and other economic factors, as well as the logical and efficient extension of infrastructure and services to the Project and each Development Area.

- 4.5.2 The Design Standards, contained in Exhibit C, shall apply to the Subject Property and each portion thereof.

## **SECTION 5: REQUIRED INFRASTRUCTURE, FACILITIES AND SERVICES AND COUNTY AND OWNER RESPONSIBILITIES**

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- 5.1 NON-PUBLIC RIGHTS-OF-WAY INCLUDING ROADS, STREETS, AND APPURTENANT FACILITIES. The Owner will construct private and other non-public roads, streets, and appurtenant facilities within the Project. For such non-public roads, streets, and appurtenant facilities, the County and the Owner agree as follows:
  - 5.1.1 Such roads, streets, and appurtenant facilities shall be private roads, streets, and appurtenant facilities and shall remain owned and controlled by the Owner, an appropriate district or a private body organized by the Owner (e.g., an association of property owners with authority to levy assessments against its members for operational costs), with all obligations for the maintenance, repair and replacement of such private roads, streets, and appurtenant facilities, including snow removal, remaining with the Owner, such district or private body organized by the Owner.
  - 5.1.2 Emergency access easements will be established over private roads and streets for access by law enforcement, fire and other emergency services. Entrances and exits to and from the Subject Property may be, at Owner's discretion, secured by gates, guard houses or other means, provided that reasonable accommodations are made so that entrances, exits and private roads within the Subject Property are accessible to emergency service vehicles.
  - 5.1.3 Neither the Utah Department of Transportation ("UDOT") nor the County shall have any obligations related to any private roads, streets, roadway side swales or drainages and appurtenant facilities, now or in the future, located on the Subject Property, or any portion thereof. Non-public roads and streets shall be constructed in compliance with the applicable Weber County road construction standards and specifications applicable to private roads and streets.
  - 5.1.4 To recognize all established legal public rights-of-way and public rights of access and all other legal accesses over the Subject Property to public or private properties adjacent to the Subject Property, or any portion thereof.

## SECTION 6: BEST MANAGEMENT PRACTICES

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The Owner agrees to apply best management practices to all uses and activities occurring on the Subject Property, and any portion thereof, including but not limited to, the following:

- 6.1. Soil Protections and Erosion Control. The Owner agrees to establish and require soils and erosion control best management practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.2. Water Quality Protection. The Owner agrees to establish surface and ground water quality protections, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.3. Stormwater will be collected through a gully and piping system adjacent to all streets. Water will flow from streets into the side swales and percolate through stones and gravel into bedded, perforated pipes that will allow water to percolate from the pipes into the local aquifer as the water is transmitted to stormwater detention basins designed and constructed in compliance with federal, state and local law.

## SECTION 7: PHASING PLAN

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### 7.1. PHASES

- 7.1.1. The Owner shall provide a non-binding Phasing Plan, as described herein, to outline the anticipated progression of the Project in a manner that promotes orderly development, aligns with the County's planning objectives, and facilitates coordination of public infrastructure and services. The Phasing Plan is intended as a good-faith framework to guide the Project's development and is not a condition precedent to the continuation or validity of this Agreement.
- 7.1.2. The Owner proposes the following Phasing Plan, which includes estimated milestones for the development of the Project (the "Milestones"). The Phasing Plan is illustrative and reflects the Owner's current expectations based on market conditions, financing, regulatory approvals, and other factors as of the Effective Date. The Owner anticipates developing 192 residential units and approximately 32 units in each Phase. The Milestones are as follows:
- **Phase 1:**
    - Milestone 1: Submission of Phase 1 entitlement applications to Weber County within 6 months of the Effective Date.
    - Milestone 2: Commencement of infrastructure improvements (e.g., roads, utilities) to support the initial phase of development within 6 months of entitlement approval.
    - Milestone 3: Completion of 25% of Phase 1 construction (e.g., 8 residential units) within 18 months of the Effective Date, subject to permitting and market conditions.
  - **Phases 2-6:**
    - Milestone 4: Upon collection of revenue for one-half (1/2) of the units in Phase 1, which the Owner anticipates will be 18 months from the adoption of this Agreement, the Owner will submit entitlement applications for Phase 2. Based upon this same criterion, the Owner will submit entitlement applications for Phase 3 and each additional Phase.
- 7.1.3. The Phasing Plan and Milestones are estimates and are not binding obligations of the Owner. The Parties acknowledge that the timing and completion of the Milestones may be affected by factors beyond the Owner's control, including but not limited to market conditions, economic factors, regulatory delays, environmental conditions, force majeure events, or changes in applicable law. Failure to achieve any Milestone by the estimated timeline shall not constitute a default under this Agreement, nor shall it provide grounds for termination, modification, or suspension of this Agreement by the County.
- 7.1.4. In the event that the Owner anticipates or experiences a delay in achieving any Milestone, the Owner shall notify the County in writing within 120 days of becoming aware of such delay. The Parties agree to meet and confer in good faith to discuss the status of the Project, potential adjustments to the Phasing Plan, and any necessary coordination with County infrastructure or services. Any adjustments to the Phasing Plan shall be documented in a written amendment to this Agreement, subject to mutual agreement of the Parties, which shall not be unreasonably withheld, conditioned, or delayed by the County.
- 7.1.5. Notwithstanding any provision to the contrary, the failure to achieve any Milestone, whether in whole or in part, shall not permit the County to terminate this Agreement prior to the expiration of the Term or any Renewal Term, as provided in Section 8.13. The Parties agree that the Owner's obligations under this Agreement are limited to compliance with applicable laws, regulations, and the terms expressly set forth herein, and that the Phasing Plan serves as a planning tool rather than a contractual mandate.

- 7.1.6. The Owner retains the right to adjust the scope, sequence, or timing of the Project's development, including the Phasing Plan, to respond to market demand, financing availability, regulatory requirements, or other relevant factors, provided such adjustments comply with applicable County regulations and the terms of this Agreement. Any such adjustments shall be communicated to the County in writing as part of the good-faith consultation process described in Subsection 7.1.5.

## SECTION 8: GENERAL TERMS AND CONDITIONS

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### 8.1. INCORPORATION OF EXHIBITS

- 8.1.1. All Exhibits, as attached hereto, are incorporated into this Development Agreement by this reference.

### 8.2. AUTHORITY

- 8.2.1. The Owner warrants and represents that the Owner owns or controls all right, title and interest in and to all property located within the Subject Property and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.
- 8.2.2. The Owner warrants and represents that to the best of its knowledge no portion of the property located within the Subject Property is subject to any lawsuit or pending legal claim of any kind.

### 8.3. MUTUAL DRAFTING.

- 8.3.1. Both the County and the Owner have participated in drafting this Development Agreement and therefore no provision of this Development Agreement shall be construed for or against the other based on whether the County or the Owner drafted any particular portion of this Agreement.

### 8.4. GOVERNING LAW AND COURT REVIEW

- 8.4.1. This Development Agreement shall be governed by and construed in accordance with the laws of the County and the State of Utah.
- 8.4.2. The County and the Owner may enforce the terms of this Development Agreement as allowed by State and Federal laws.
- 8.4.3. An interpretation or evaluation of any provision of this Development Agreement by a court of competent jurisdiction shall be made by considering this Development Agreement in its entirety. No provision shall be interpreted or evaluated separately or in isolation from all other provisions of this Development Agreement for the purposes of determining compliance with applicable State and Federal law.

### 8.5. ENTIRE AGREEMENT AND AMENDMENT

- 8.5.1. This Development Agreement, together with all Exhibits hereto, constitutes the entire Development Agreement. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this agreement or subsequent amendments hereto.
- 8.5.2. Development Agreement Amendments; Major vs. Minor Amendments.
  - a. Major Amendment. The term "Major Amendment" means any change to this Development Agreement that: (i) constitutes an amendment to the County OVGP, (ii) changes the zoning designation of the Subject Property, (iii) modifies the Table of Permitted Uses, or (iv) modifies the boundaries of a designated Development Area and results in a net addition of more than 100 acres to such Development Area. Minor Amendment. The term "Minor Amendment" means any amendment to this Development Agreement that does not constitute a Major Amendment.
  - b. The County and Owner agree that any Major Amendment to this Development



Agreement, including any Exhibits hereto, shall only be made by following the procedures and notice required for an amendment to a County land Use Ordinance, as required by the Ordinances of the County.

- c. The County and Owner agree that any Minor Amendment to this Development Agreement, including any Exhibits hereto, may be submitted to the land Use Authority designated in Section 9.7.2 for review and approval, without the need for a public hearing. Upon approval of any Minor Amendment by the Land Use Authority, the amendment shall be recorded in the Office of the Weber County Recorder.

#### 8.6. RESERVED POLICE AND LEGISLATIVE POWERS

- 8.6.1. Subject to Section 7.13, Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify The Owners' vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*. 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal.

- 8.6.2. Nothing contained in this Development Agreement constitutes a waiver of any governmental immunity and protections afforded the County by State or Federal law.

#### 8.7. ADMINISTRATIVE INTERPRETATIONS AND ACTIONS

- 8.7.1. The singular includes the plural; the male gender includes the female; "shall" is mandatory, "may" is permissive.
- 8.7.2. In the event of a question of interpretation of any provision or requirement of this Development Agreement, the County Attorney, is identified as the County representative with the responsibility to interpret and administer this Development Agreement on behalf of the County; whose authority and administration of the Development Agreement can be delegated to other County staff members or administrative body to consider the provision or requirement that is the subject of interpretation; of which after full and reasonable consideration, shall issue an opinion as to the correct interpretation.
- 8.7.3. The County Attorney, or the appropriate designee, is authorized to take the administrative actions necessary to efficiently carry out and implement this Development Agreement on behalf of the County.

#### 8.8. DEVELOPMENT AGREEMENT TO RUN WITH THE LAND

- 8.8.1. Within thirty (30) business days of approval by the County Commission this Development Agreement shall be recorded in the Office of the Weber County Recorder against the Subject Property, as described in Exhibit A, and shall run with the land, and shall be binding on the Owner, and all future successors and assigns of the Owner in any portion of the Subject Property. The benefits of this Development Agreement shall inure to successors-in-interest and subsequent owners, subject to transfer and assignment in accordance with Section 7.9.

#### 8.9. ASSIGNMENT

- 8.9.1. The Owner shall not assign this Development Agreement, or any provisions, terms, or conditions hereto to another party, individual, or entity without assigning the rights as well as the obligations, and without the prior written consent of the County Commission, which shall not be unreasonably withheld or delayed. Said assignment shall be subject to review by the

County, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Development Agreement. Any proposed assignee who possesses the financial wherewithal and sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement shall be a permitted assignee, and the assigning Owner shall be released of all duties and obligations under this Development Agreement relating to that portion of the Subject Property transferred to an approved assignee. If the County reasonably determines that the assignee does not have the financial wherewithal or sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement, a portion of this Development Agreement may still be assigned to such assignee, but the Owner shall remain responsible for the performance of all obligations of this Development Agreement. Consent of the County Commission shall not be required if such assignment is to a corporate affiliate of Owner. No sale to the purchaser of an individual lot or a residential dwelling unit on the Subject Property shall require the consent of the County, and no sale to the buyer of multiple lots or other development parcels or areas on the Subject Property shall require the County's consent if the buyer elects to remain liable for the performance of the Owner's duties and obligations hereunder with respect to the property being transferred. Owner shall not sell, transfer, or assign the Subject Property, or any portion thereof, to another party, individual or entity (other than a transfer to a purchaser of a residential lot with the Subject Property for the purpose of constructing a residential dwelling unit thereon or to the purchaser of a residential dwelling unit within the Subject Property) without the transfer of the uses and densities allowed, and all improvement, open space and trails obligations within the Subject Property, or any portion thereof. At the time of approval of the assignment to the new owner the Owner shall provide to the County a notice showing the new ownership, the uses and densities, infrastructure, open spaces, trails and all other services and obligations being transferred, and the uses and densities remaining with the Owner.

- a. The Owner shall not assign this Development Agreement, or any of its provisions, terms, or conditions, to another party, individual, or entity without assigning both the rights and obligations, and without the prior written consent of the County Commission, which shall not be unreasonably withheld or delayed. Any proposed assignee shall be subject to County review to ensure that the assignee has the financial capacity and ability to fully perform the obligations of this Agreement. If the County determines that the proposed assignee does not meet these criteria, the County may still approve the assignment provided that the assigning Owner remains responsible for all obligations related to the assigned portion of the Subject Property.
  - b. County consent shall **not be required** for:
    - Assignment to a corporate affiliate of the Owner;
    - Sale of individual lots or residential dwelling units within the Subject Property;
    - Sale of multiple lots or development parcels, provided the Owner elects to retain liability for obligations associated with the transferred property.
  - c. Any sale, transfer, or assignment of the Subject Property, or any portion thereof (excluding transfers to individual homebuyers), must include a concurrent transfer of all applicable development rights, permitted uses and densities, and any improvement, open space, and trail obligations related to the transferred portion. Upon any such approved assignment, the Owner shall provide written notice to the County, identifying the new ownership and specifying the uses, densities, infrastructure, and obligations being transferred, as well as those retained by the Owner.
- 8.9.2. If the Subject Property, or any portion thereof, is assigned to another party, individual or entity the Owner agrees that such assignment shall identify in writing the Assignee is subject to all provisions of this Development Agreement.
- 8.9.3. Notwithstanding Subsections 7.9.1, 7.9.2 and Section 7.9.4 this Section shall not prohibit the Owner from borrowing against the Subject Property, or any portion thereof.

- 8.9.4. A lender, who may acquire the Subject Property, or any portion thereof, shall constitute an approved assignee, without a requirement to obtain the specific consent or approval of the County, but such assignee shall be subject to all other provisions of this Development Agreement applicable to the property being acquired.

#### 8.10. PERFORMANCE AND REMEDIES

- 8.10.1. Performance by the County and the Owner of their respective duties, as identified and required herein, is the essence of this Development Agreement. The County and the Owner agree to perform their respective duties with all due diligence in a timely manner. In the performance of this Development Agreement, the County and the Owner agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval or act required or necessary to the good faith performance of this Development Agreement. The County will use reasonable efforts to expedite all of the County development regulatory processes to the extent necessary for the timely development and construction of the improvements within the Subject Property, including but not limited to processes, procedures and inspections for construction and final acceptance of public improvements, and the review and processing of each land use application, land use permit and building permit applications within a reasonable period of time and without undue delay. If and to the extent that the Land Use Code establishes time periods applicable to the County's review and processing of land use applications, land use permits and building permit applications, the County shall comply with such time periods.
- 8.10.2. In the event of a default of any duty by the County or the Owner under the terms of this Development Agreement, then, any non-defaulting party may deliver to the defaulting party notice of such default at the address specified herein. Thereafter, the defaulting party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default cannot be cured within such thirty {30} day period the defaulting party, within such thirty (30) day period, may give notice that it is actively and diligently pursuing such cure, and the defaulting party shall have a reasonable period of time following the end of such thirty (30) day period to cure such default, provided such defaulting party is at all times within such additional time period actively, diligently, and in good faith, pursuing such cure. If such default is not cured as provided herein, the non-defaulting party shall have the right, without prejudice, to performance, or any other rights or remedies that may be available under County, State or Federal laws except that no party shall have the right to recover special, consequential, punitive or exemplary damages.
- 8.10.3. In the spirit of the timely and efficient resolution of any default of any duty by the County or the Owner, required by this Development Agreement, the County and the Owner mutually agree to meet and confer to discuss the default and, if possible, reach a mutually agreeable default resolution before exercising their respective rights, as provided by Section 7.10.2.

#### 8.11. FORCE MAJEURE

- 8.11.1. If the County or the Owner is delayed in the performance of any of its obligations under this Development Agreement because of an event beyond the control of the County or the Owner, the time for performance of any obligations shall be extended for the period lost because of the event.

#### 8.12. APPEALS

- 8.12.1. In the event of an appeal being brought related to the legislative approval of this Development Agreement the procedures for the Appeal of a legislative decision of the County Commission shall apply.
- 8.12.2. In the event of an appeal being brought related to any matter of interpretation,

administration, or any other decision related to this Development Agreement, the procedures, as established and provided by the County for the Appeal of an administrative decision of a County Land Use Authority, as applicable, shall apply.

#### 8.13. TERM OF DEVELOPMENT AGREEMENT

- 8.13.1. This Development Agreement shall have an initial term of twenty (20) years from the date of recordation. This Development Agreement will be extended for an additional period of fifteen (15) years provided that development activities on the Subject Property pursuant to the Project Plan, as may be amended, is ongoing and has not been completed and the Owner is not then in material default of the terms and provision of this Development Agreement.
- 8.13.2. This Development Agreement will terminate with a finding by the County Commission that all obligations and responsibilities of this Development Agreement have been completed. The Owner shall provide written notice to the County that the Project Plan is complete. Upon a finding by the County Commission that the Project Plan is complete, and all obligations and responsibilities have been completed, the Weber County Clerk shall record a notice in the Office of the Weber County Recorder that this Development Agreement has been fully performed and has been terminated.
- 8.13.3. Provisions of this Development Agreement that relate to the continued operation of the Subject Property, or portion thereof, and the Project Plan shall continue and shall survive after termination.
- 8.13.4. Development of the Project requires Owner to make substantial upfront capital investment in facilities, including the access roads, streets, water, sewer, drainage and recreational facilities, as well as other infrastructure improvements required by this Development Agreement. Given the scope and scale of the Project, much of such infrastructure will serve multiple phases of the development and the recoupment of such investment by Owner will occur incrementally as development of the Project progresses. The Owner's investment and commitment to develop the Project is dependent on assurance that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the Project Plan will not be unilaterally imposed by the County. During the term of this Development Agreement, neither the Project Plan or this Development Agreement shall be subject to any limitation or restriction on the number of building permits that may be issued for the construction of residential dwelling units in any calendar year, and the County shall not take any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Subject Property in accordance with the Project Plan, nor shall the County unilaterally amend the Project Plan, except the following actions shall not be precluded during the term of this Development Agreement ("Permitted Actions"): (i) the enforcement and application of the County regulations in effect as of the date of this Development Agreement except to the extent that this Development Agreement constitutes an amendment of such County regulations; (ii) the enforcement and application of County regulations in effect at any point in time during the term of this Development Agreement which are generally applicable to the Subject Property and all other residential and mixed use property within the County, development, or construction within the County, except as expressly provided in this Development Agreement or in the Project Plan; (iii) the enforcement and application of County regulations to which Owner consents; or (iv) the imposition of state or federal regulations which are beyond the control of the County as reasonably determined by the County. Prior to expiration of the term of this Agreement, Owner shall have the right to undertake and complete the development and use of the Subject Property in accordance with this Development Agreement and the Project Plan and without any maximum square footage limitation on the floor area of single-family residential dwellings.

8.14. SEVERABILITY

- 8.14.1. If any part or provision of this Development Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect the other parts or provisions of this Development Agreement, all of which shall in full force and effect.

8.15. NO THIRD-PARTY RIGHTS

- 8.15.1. Nothing contained herein shall be deemed or construed to create any third-party rights.

8.16. REGULAR COUNTY - OWNER COMMUNICATIONS

- 8.16.1. At least once per year during the term of this Development Agreement, and at other times as determined necessary by the County Commission and/or the Owner, an authorized representative of the Owner shall provide the County Commission, at a regular meeting, an "in- person" Eden Landing project progress and construction update.

8.17. NOTICE

- 8.17.1. Reasonable advance notice shall be provided to the Owner for all Public Hearings and all Public Meetings of the County and related to any provision of this Development Agreement.
- 8.17.2. All notices required by this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail or nationally recognized overnight courier service to the following addresses:

a. To the County:

Chair, Weber County Commission,  
c/o [REDACTED]  
2380 Washington Blvd., Suite 360  
Ogden, Utah 84401

b. To the Owner:

Eden Landing, LLC,  
6924 E Summit Pass Road #5  
Eden, UT, 84310

- 8.17.3. A Notice shall be effective on the fifth business day after the notice is postmarked for mailing, postage prepaid, by Certified United States Mail or upon delivery to the intended recipient by nationally recognized courier service. The parties may change addresses for the purposes of receiving notice as required by this Section, by giving written notice in accordance with the provisions of this Section.

8.18. RECORDING

- 8.18.1. As provided by Section 7.7 this Development Agreement shall be recorded in the Office of the Weber County Recorder.
- 8.18.2. All Exhibits shall be maintained on file in the Office of the County Clerk and Planning and Building Department.
- 8.18.3. Copies of the recorded Development Agreement, and all Exhibits, shall be provided to the Planning and Building Administrator, County Attorney, and Owner.

8.19. ENTIRE AGREEMENT

- 8.19.1. The Development Agreement constitutes the full and complete agreement of and between the County and the Owner. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this Development Agreement or subsequent amendments hereto.

8.20. AUTHORITY TO EXECUTE

- 8.20.1. Each signatory to this Development Agreement represents and warrants that they possess the lawful authority and authorization from their respective entities to execute this Development Agreement.

THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, EXECUTE THIS DEVELOPMENT THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**COUNTY COMMISSION OF WEBER COUNTY, STATE OF UTAH**

By: \_\_\_\_\_ on behalf of Weber County Commission.

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by ,  
\_\_\_\_\_ a Member County Commission of Weber County,  
State of Utah.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Weber County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Weber County Attorney

**Owner, Eden Landing, LLC**

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

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by ,  
\_\_\_\_\_ a Member Eden Landing, LLC.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Residing at: \_  
\_\_\_\_\_



## **Exhibit A: Subject Property Legal Description**

Two tracts of land within Section 27, Township 7 North, Range 1 East, SLB&M, County of Weber, State of Utah, more particularly described as follows;

### **Tract 1: Weber County Parcel #: 220210037**

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 0D22' EAST 150.0 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 49D50' WEST 1213.22 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE NORTH 39D50' WEST 114.6 FEET ALONG THE EAST LINE OF SAID ROAD; THENCE NORTH 39D12' EAST 1094.5 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE QUARTER SECTION LINE 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DEEDED TO UTAH POWER & LIGHT COMPANY TO WIT: BEGINNING ON THE WEST BOUNDARY LINE OF THE GRANTORS LAND AT A POINT 676 FEET SOUTH AND 857 FEET WEST, MORE OR LESS, FROM THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, THENCE SOUTH 76D50' EAST 191.00 FEET BEING PARALLEL TO AND 165 FEET PERPENDICULARLY DISTANT SOUTH FROM AN EXISTING TRANSMISSION LINE ON SAID LAND TO THE EAST BOUNDARY LINE OF SAID LAND; THENCE NORTH 49D28' EAST 285.38 FEET ALONG SAID EAST BOUNDARY LINE; THENCE NORTH 76D50' WEST 247.61 FEET BEING PARALLEL TO AND 65 FEET PERPENDICULARLY DISTANT NORTH FROM SAID EXISTING TRANSMISSION LINE TO THE WEST BOUNDARY LINE OF SAID LAND, THENCE SOUTH 39D12' WEST 255.97 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT OF BEGINNING. TOGETHER WITH THE FOLLOWING AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 29, 1967 IN BOOK 873 AT PAGE 9 OF RECORDS TO WIT: RESERVING HOWEVER UNTO THE GRANTORS THEIR HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO CROSS OVER SAID LAND AT AN ANGLE OF NO LESS THAN 45D WITH DIRT, GRAVEL BLACKTOP OR CEMENT ROADS OF A WIDTH ALLOWED OR REQUIRED BY WEBER COUNTY IN THE USE AND ENJOYMENT OF GRANTORS REMAINING LANDS, INCLUDING THE SUBDIVISION OF SAID LANDS, AND TO CROSS OVER AND UNDER SAID LAND AT AN ANGLE OF NO LESS THAN 45' WITH DITCHES, FENCES, CURB, GUTTER, SIDEWALKS, WATER LINES, SEWER LINES AND GAS LINES. TOGETHER WITH THE RIGHT OF REASONABLE INGRESS AND EGRESS FOR THE PURPOSES OF INSTALLATION, OPERATION AND MAINTENANCE THEREOF AND RESERVING FURTHER UNTO THE GRANTORS THE RIGHT TO LEVEL AND LANDSCAPE WITH LAND WITH LAWNS AND LOW SHRUBS AND TO USE SAID LAND FOR ALL AGRICULTURAL PURPOSES: PROVIDED HOWEVER THAT NO STRUCTURES WILL BE ERECTED ON THE LAND AND NONE OF THE RIGHTS SO RESERVED TO GRANTORS SHALL IN ANY WAY INTERFERE WITH THE POLES, TOWERS OR APPURTENANT FACILITIES TO BE HEREFTER INSTALLED BY THE GRANTEE AND ANY USE OF THE LAND BY GRANTORS SHALL BE LIMITED TO THOSE AREAS NOT OCCUPIED BY POLES, TOWERS, OR SIMILAR IMPROVEMENTS TO BE HEREFTER PLACED THEREON BY THE GRANTEE; AND PROVIDED FURTHER THAT ALL USE OF THE RIGHTS HEREIN RESERVED BY THE GRANTORS SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL SAFETY CODE.

### **Tract 2: Weber County Parcel #: 220210035**

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION WHICH IS SOUTH 89°38' EAST 1684 FEET FROM THE NORTHWEST CORNER; RUNNING THENCE SOUTH 4°54' WEST 200 FEET; THENCE SOUTH 89°38' EAST 15 FEET; THENCE SOUTH 4°54' WEST 20 FEET; THENCE SOUTH 8°36' WEST 191.66 FEET; THENCE SOUTH 76°50' EAST ALONG ROAD 330.78 FEET; THENCE NORTH 39°12' EAST 627.46 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 682.3 FEET TO THE PLACE OF BEGINNING.

containing 10.24 acres more or less.

## Exhibit B: Project Plan



## Exhibit C: Design Standards





## EDEN LANDING

03 OCT 2025





**Project Summary**

**Key Zoning Requirements:**  
Zoning: FR-3

Acres:  $-4.38 + 5.27 + 1.01 = 10.66$

Setbacks:  
Front: 25'  
Side: 8'  
Corner Side: 20'  
Rear: 30'

Maximum Building Height: 35'

Maximum lot Coverage: 40%

**Proposed:**  
Density: 110 Units or 9.57 Units/Acre  
Uphill 3-Bed units = 45  
Dnhill 3-Bed units = 65



**SITE PLAN: Scale 1:50**  
**(Plotted on 24x36)**





NOTE CONCEPTUAL DRAWINGS: INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS



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# EDEN LANDING

3PLEX-3BD-01 (VIEW-1)

A101

03 OCT 2025





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# EDEN LANDING

3PLEX-3BD-01 (VIEW-1)

A102

03 OCT 2025





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# EDEN LANDING

4PLEX-38D-01 (VIEW-1)

A103

03 OCT 2025





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## EDEN LANDING

4PLEX-38D-01 (VIEW-2)

# A104

03 OCT 2025

43 of 67





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# EDEN LANDING

4PLEX-38D-02 (VIEW-1)

A105

03 OCT 2025





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## EDEN LANDING

4PLEX-38D-02 (VIEW-2)

# A106

03 OCT 2025

45 of 67





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# EDEN LANDING

6PLEX-38D-02 (VIEW-1)

## A107

03 OCT 2025





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# EDEN LANDING

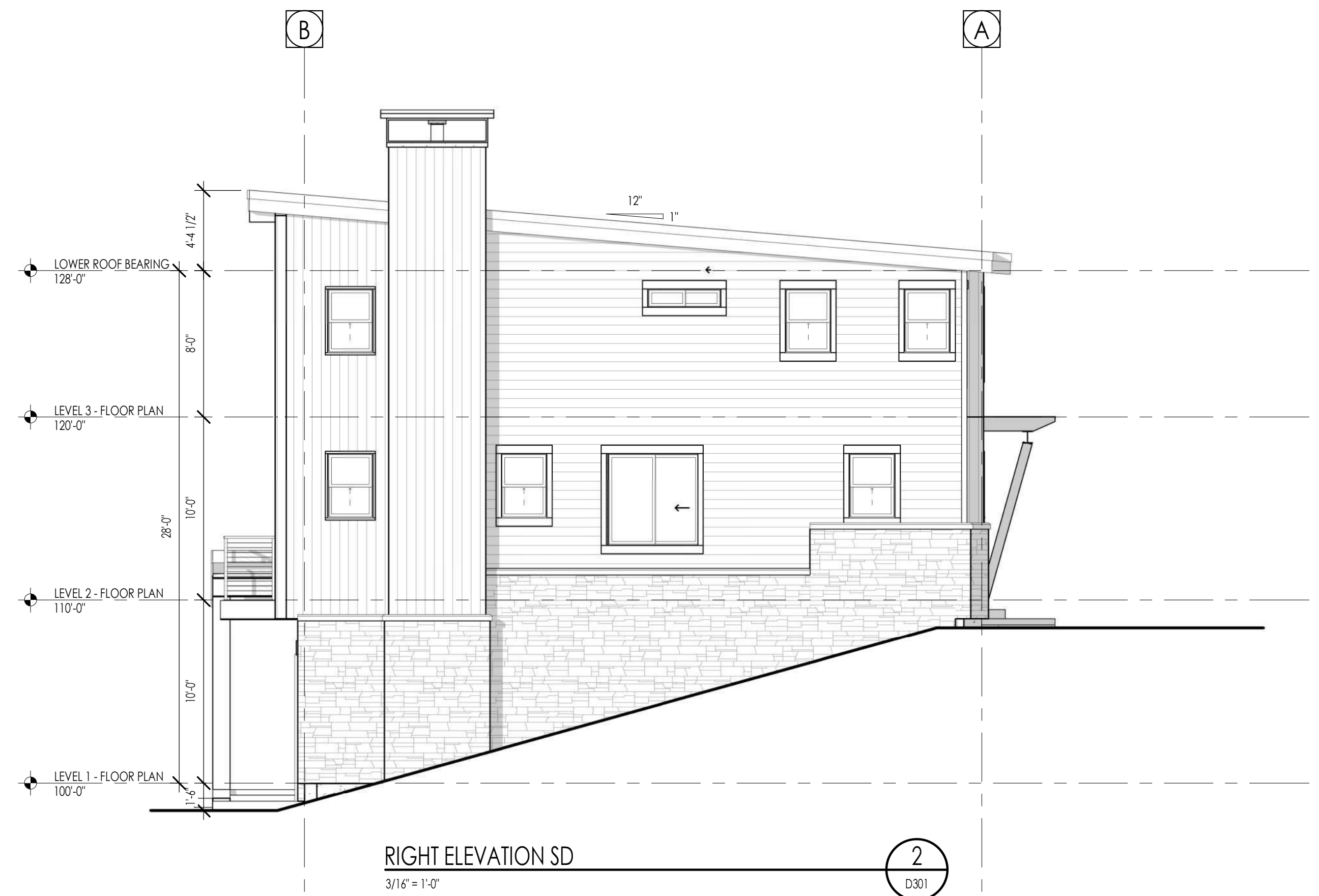
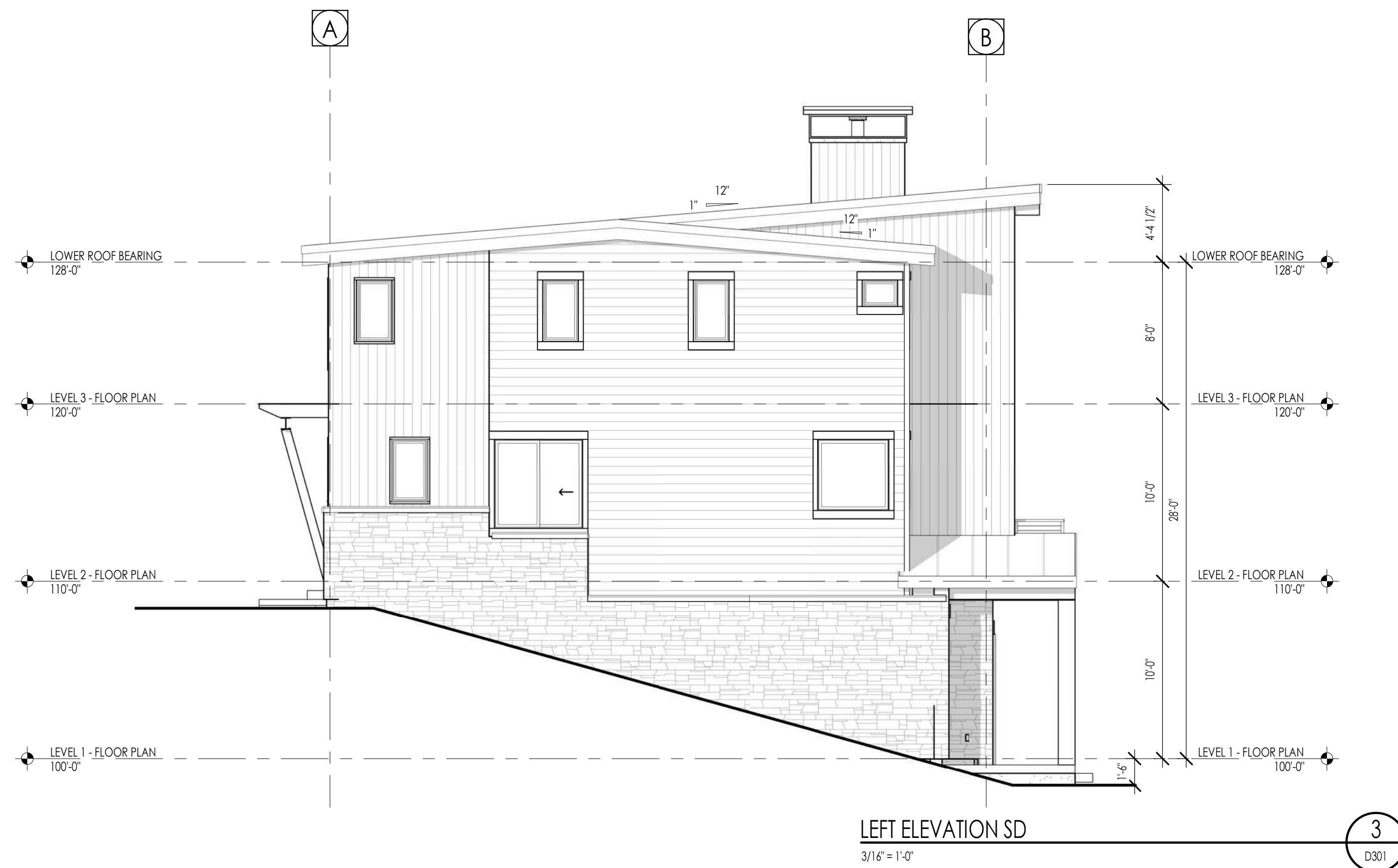
6PLEX-3BD-02 (VIEW-2)

## A108

03 OCT 2025

47 of 67







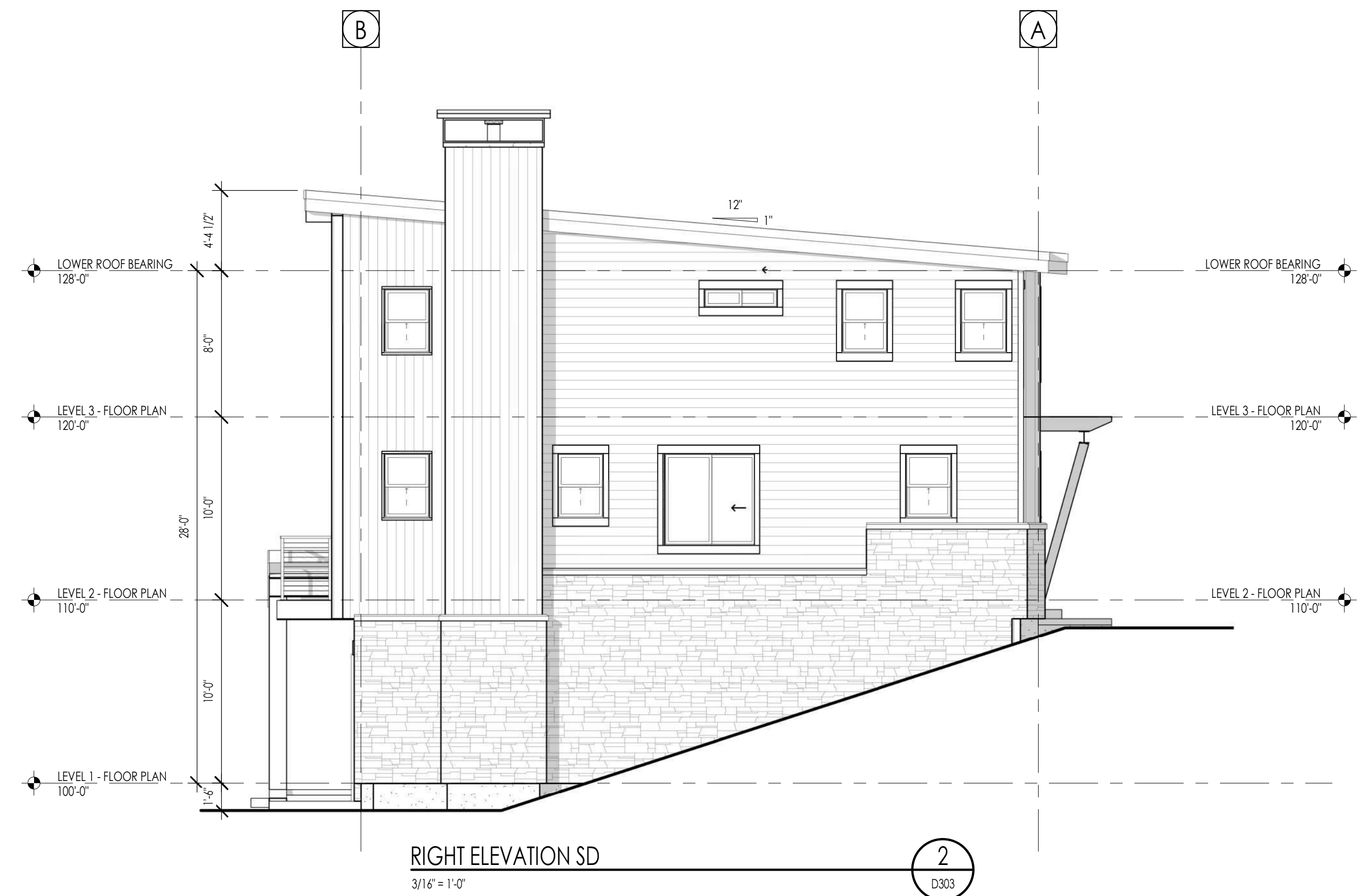
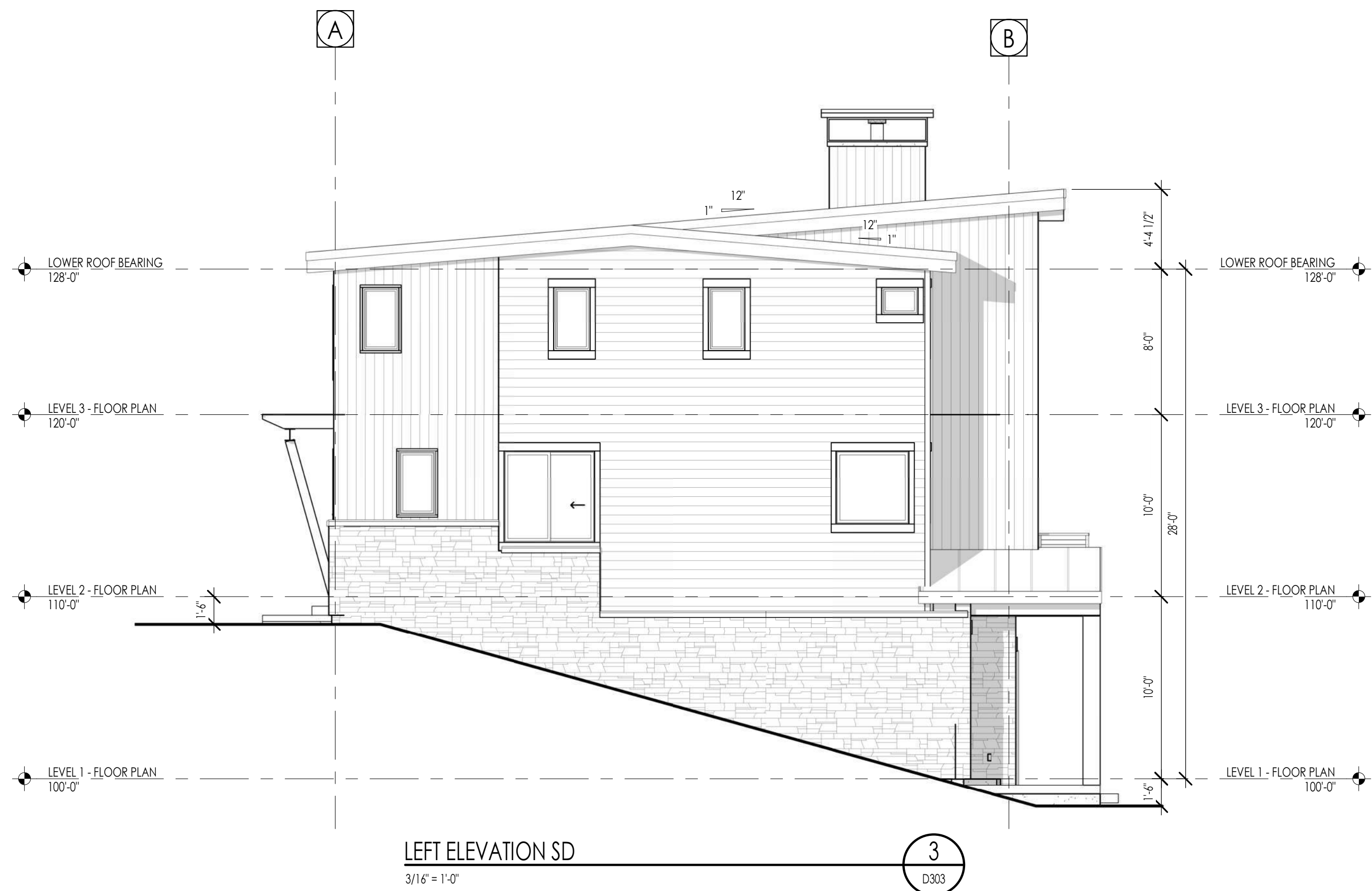


REAR ELEVATION SD

3/16" = 1'-0"

1  
D302







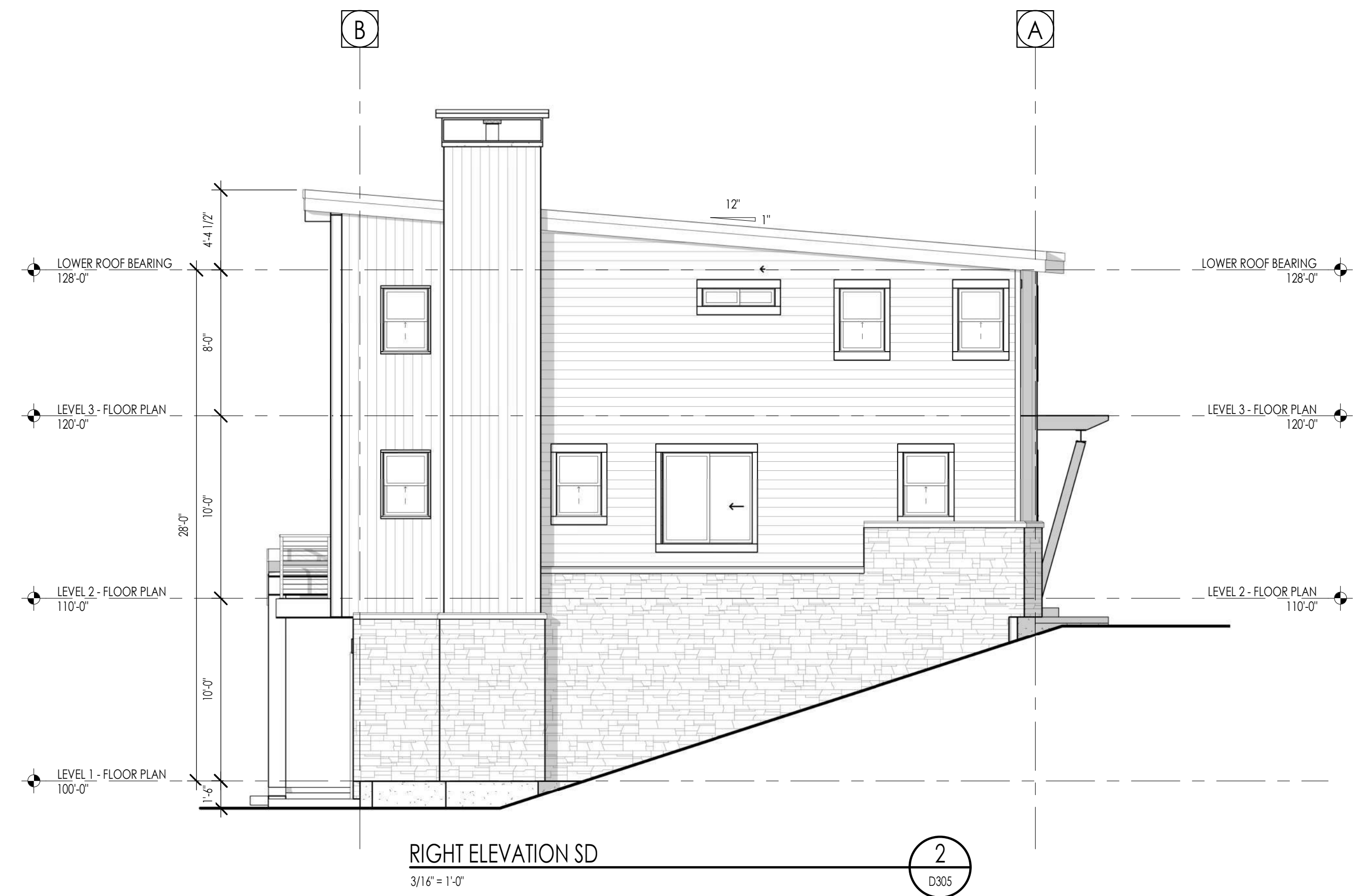
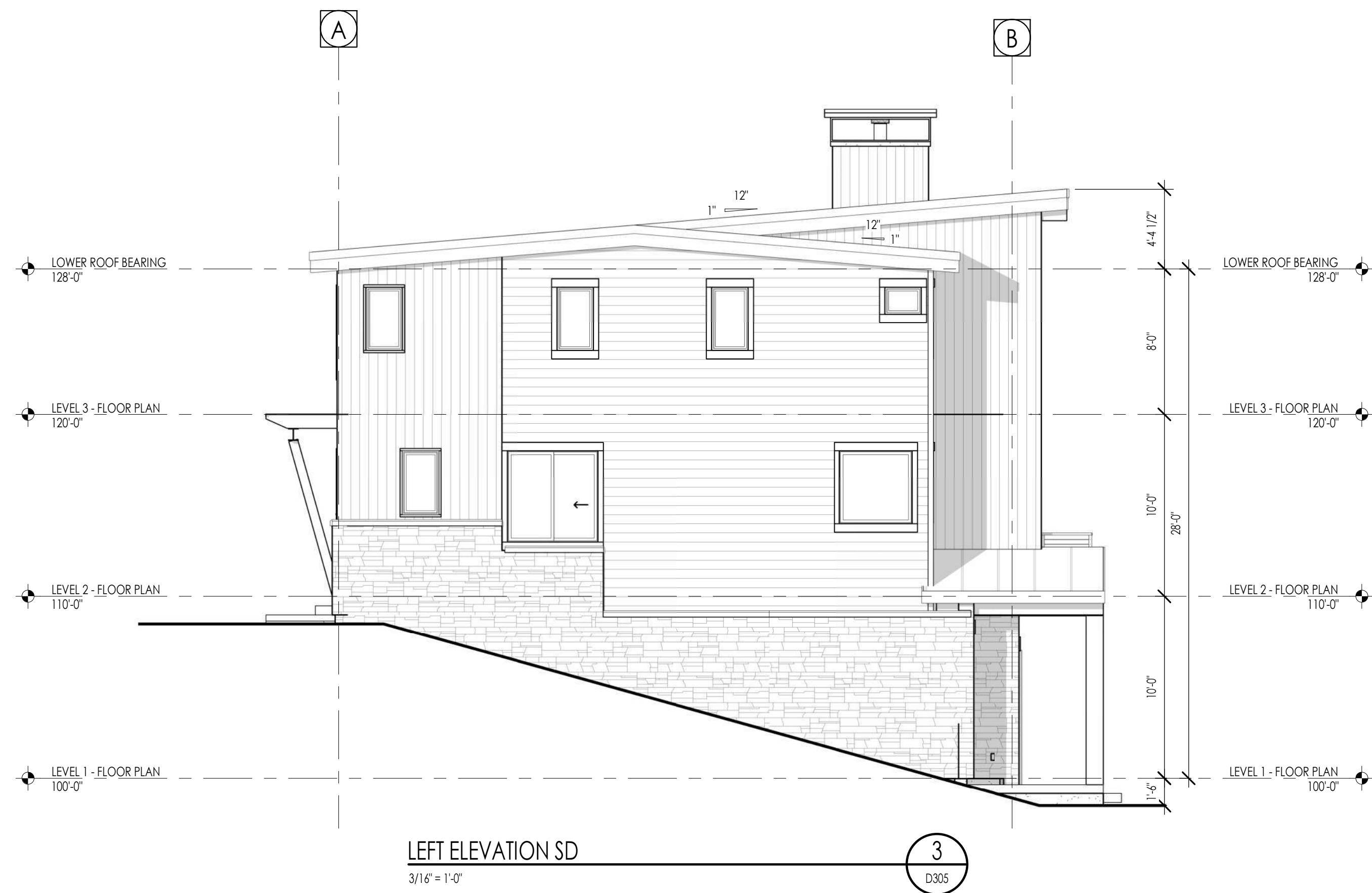


REAR ELEVATION SD

3/16" = 1'-0"

1  
D304









REAR ELEVATION SD  
3/16" = 1'-0"



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# EDEN LANDING

EXTERIOR ELEVATIONS  
4PLEX 3BD-01

D306

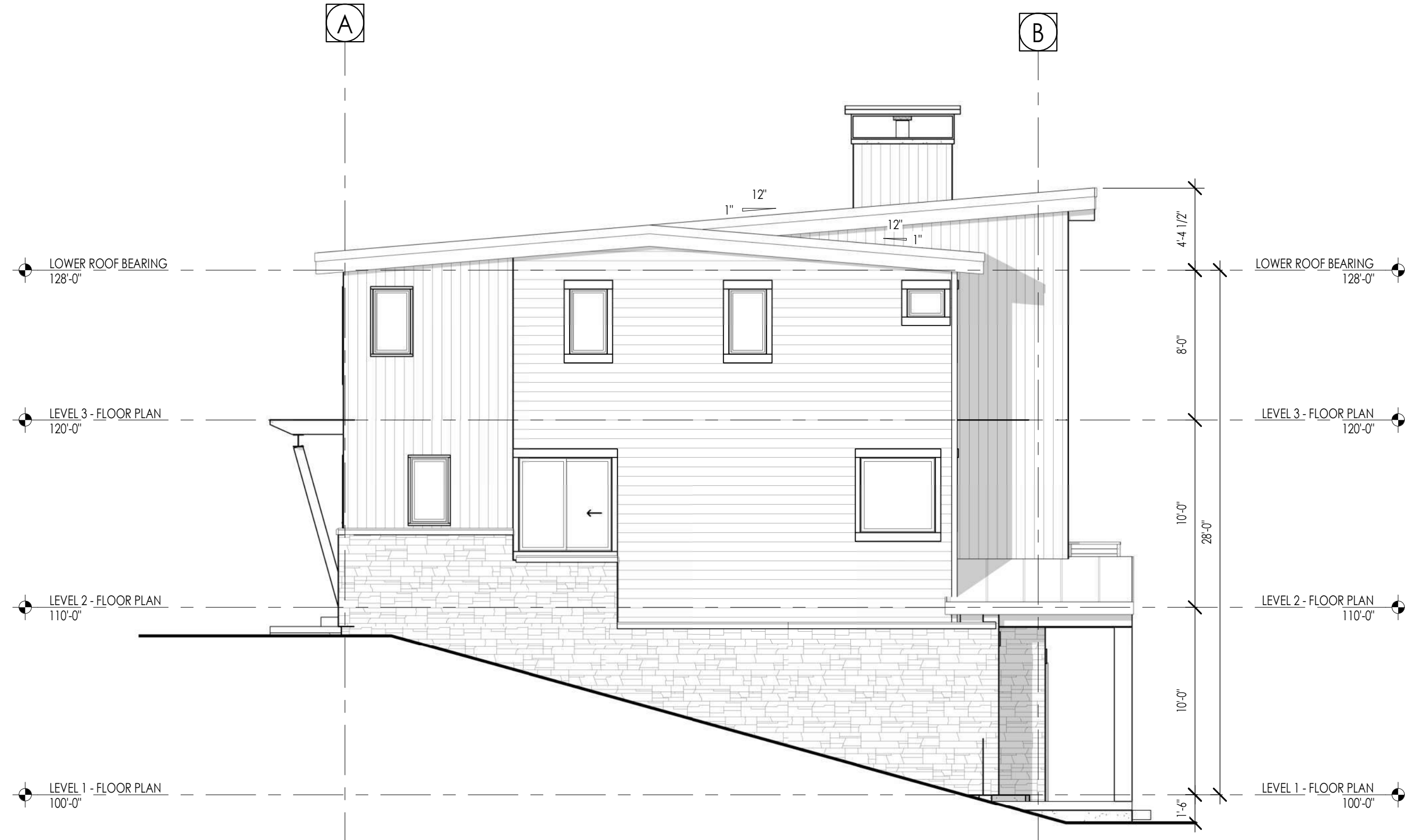
03 OCT 2025

53 of 67

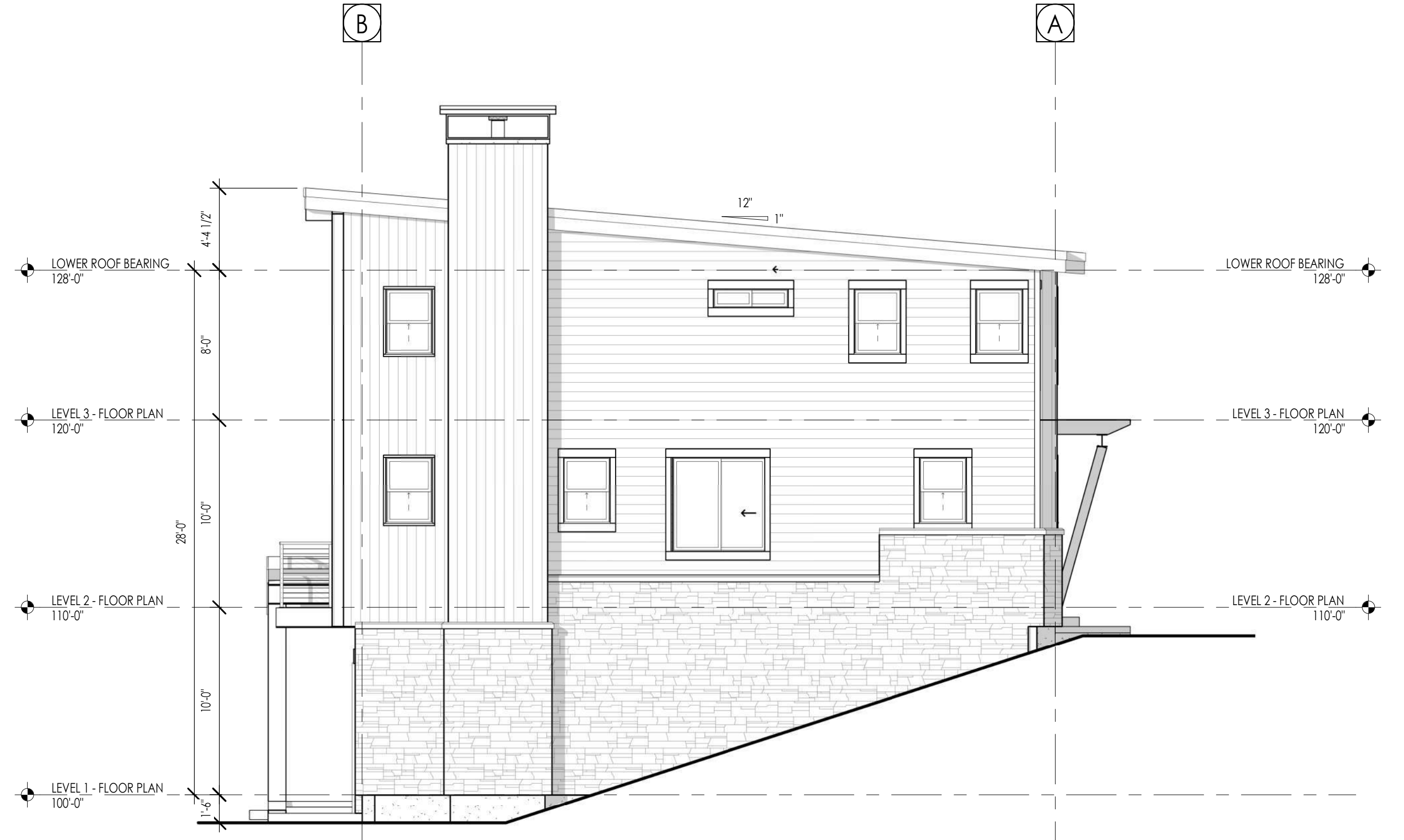




FRONT ELEVATION SD  
3/16" = 1'-0"



LEFT ELEVATION SD  
3/16" = 1'-0"



RIGHT ELEVATION SD  
3/16" = 1'-0"



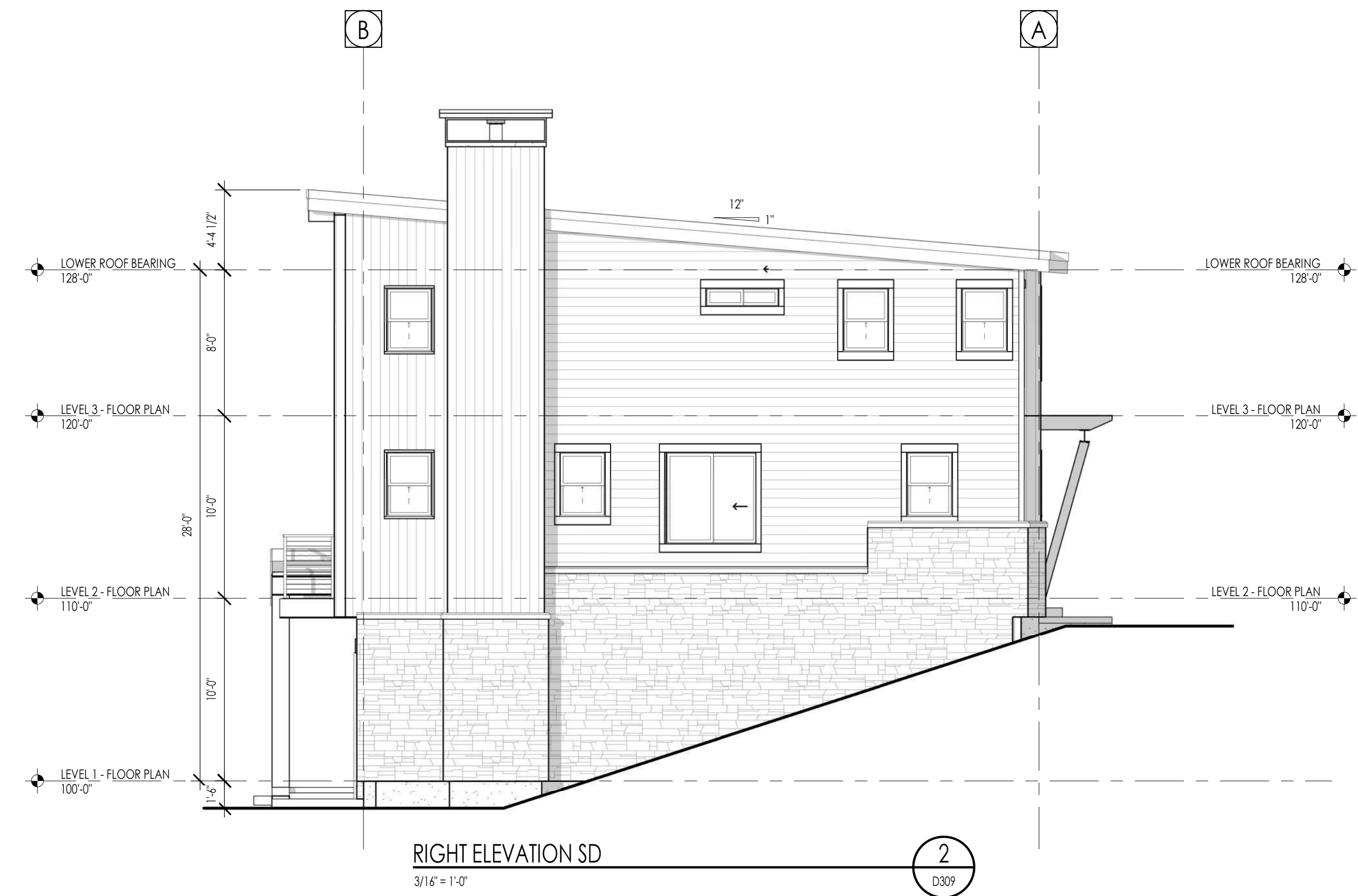
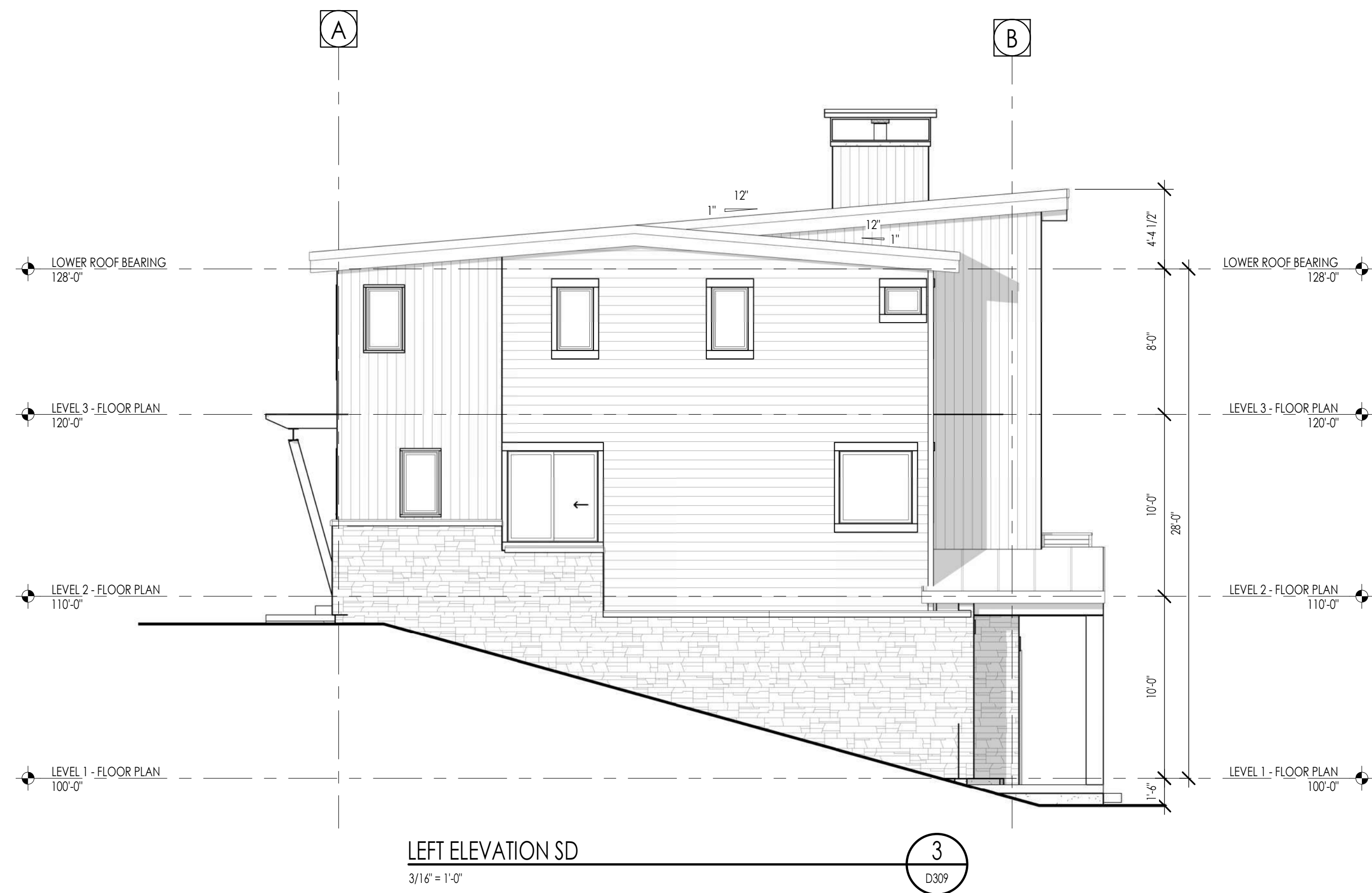


REAR ELEVATION SD

3/16" = 1'-0"

1  
D308

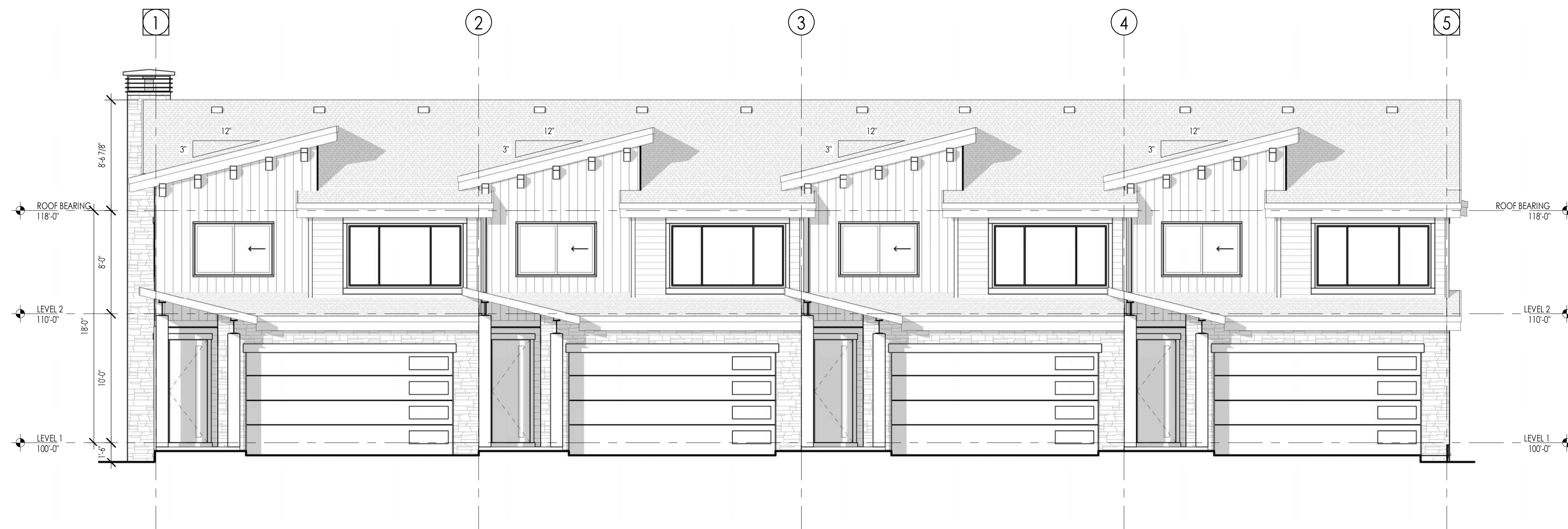












FRONT ELEVATION SD  
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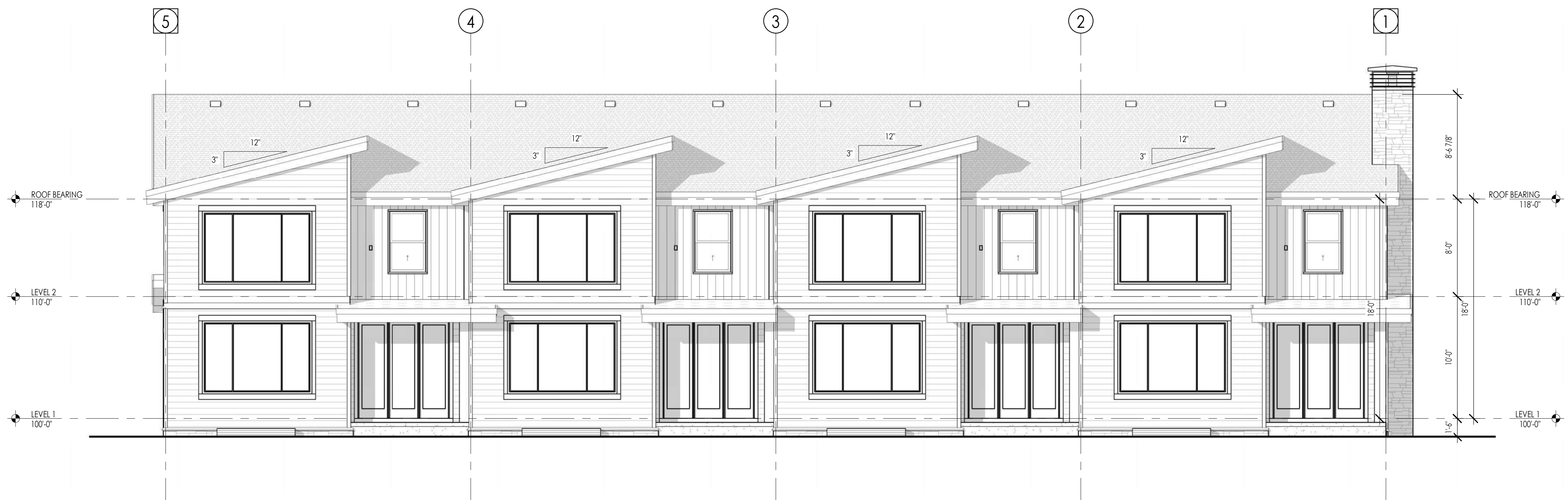


LEFT ELEVATION SD  
3/16" = 1'-0"



RIGHT ELEVATION SD  
3/16" = 1'-0"





REAR ELEVATION SD

3/16" = 1'-0"

1  
D312

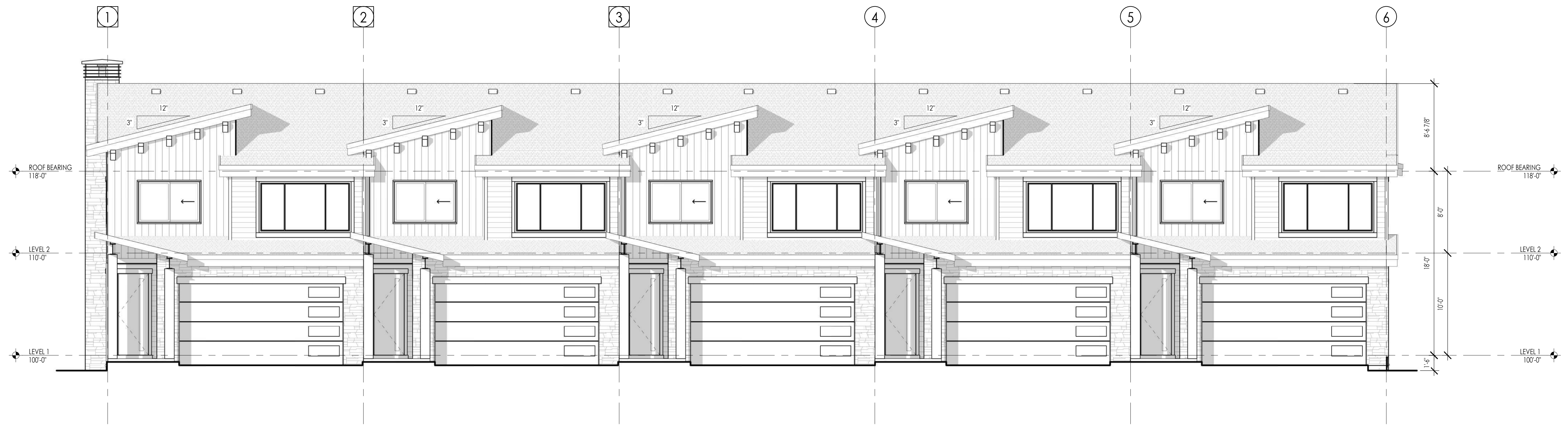


REAR ELEVATION SD WALKOUT

3/16" = 1'-0"

2  
D312





FRONT ELEVATION SD  
3/16" = 1'-0"

1  
D313



LEFT ELEVATION SD  
3/16" = 1'-0"

2  
D313



RIGHT ELEVATION SD  
3/16" = 1'-0"

3  
D313





REAR ELEVATION SD

3/16" = 1'-0"

1  
D314

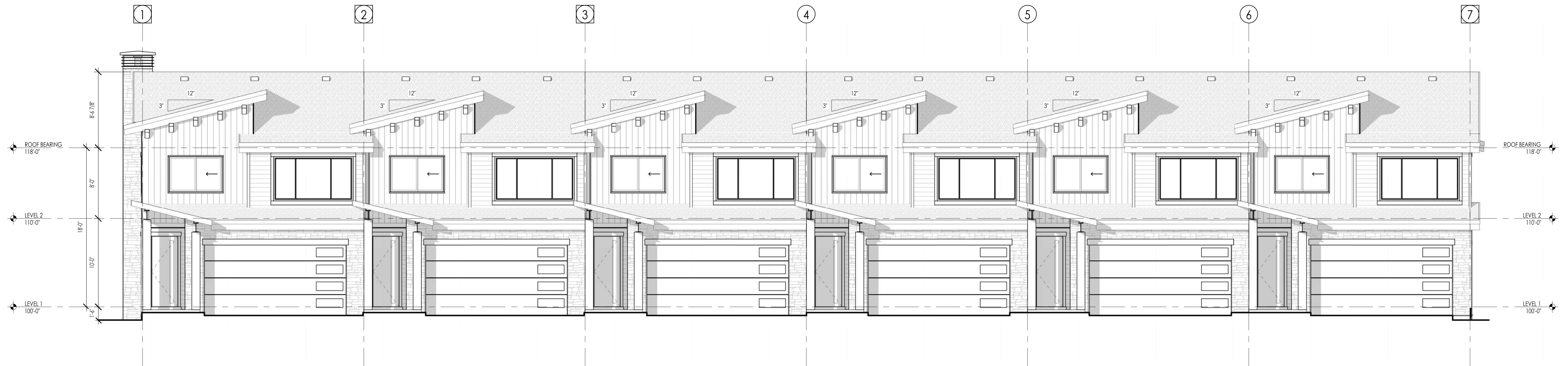


REAR ELEVATION SD WALKOUT

3/16" = 1'-0"

2  
D314





FRONT ELEVATION SD  
3/16" = 1'-0"

1  
D315



LEFT ELEVATION SD  
3/16" = 1'-0"

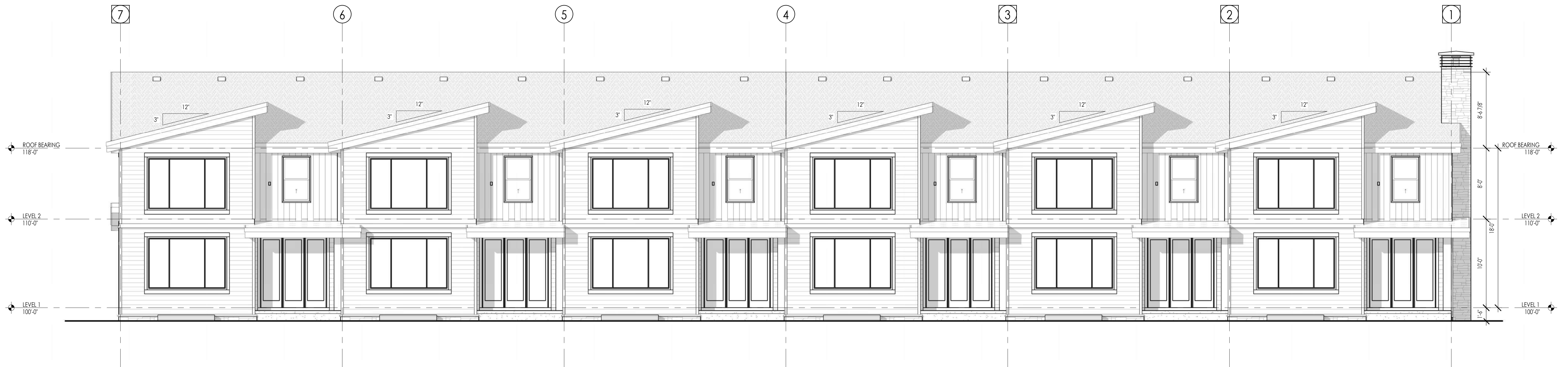
2  
D315



RIGHT ELEVATION SD  
3/16" = 1'-0"

3  
D315





REAR ELEVATION SD  
3/16" = 1'-0"

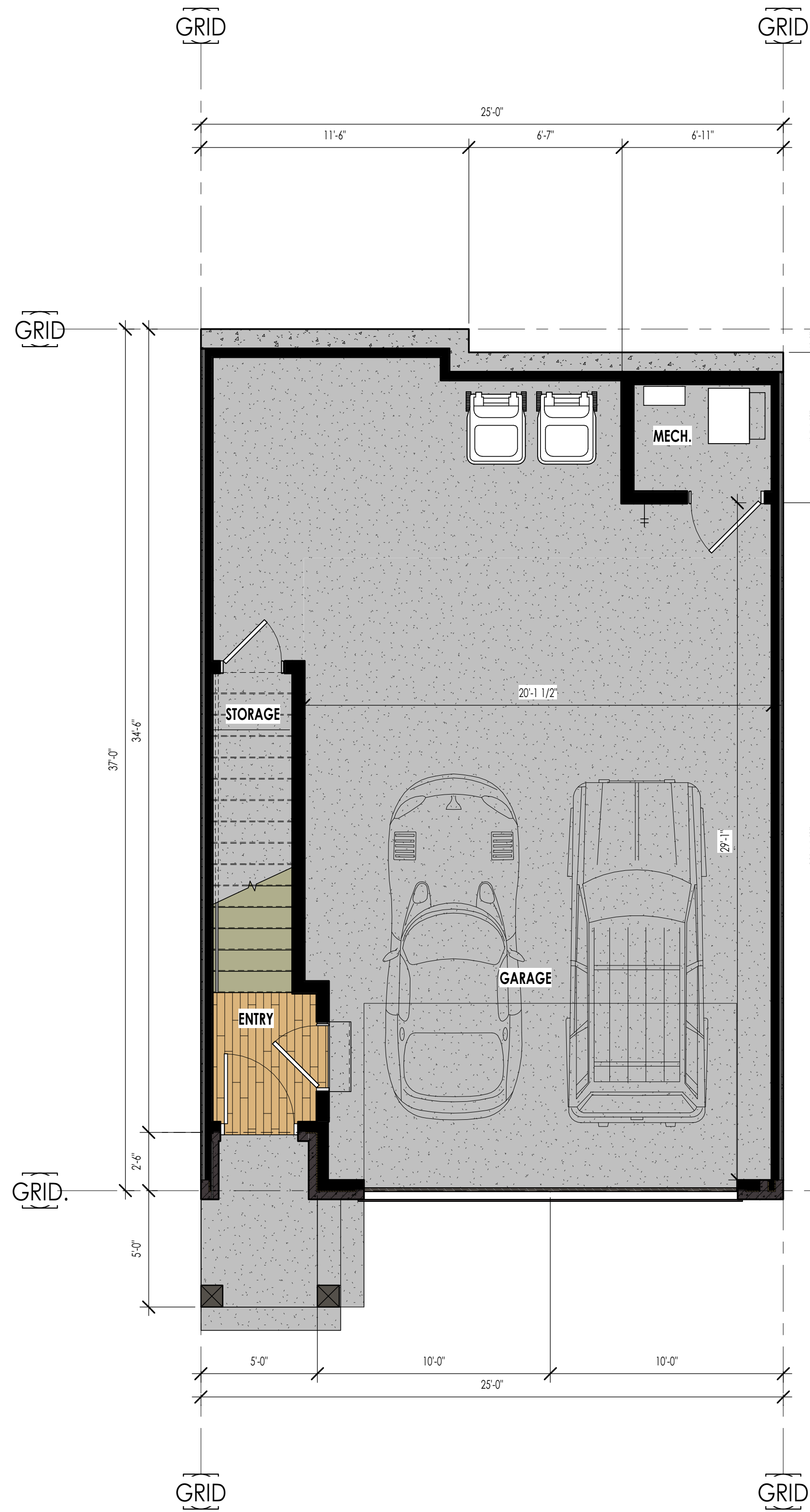
1  
D316



REAR ELEVATION SD WALKOUT  
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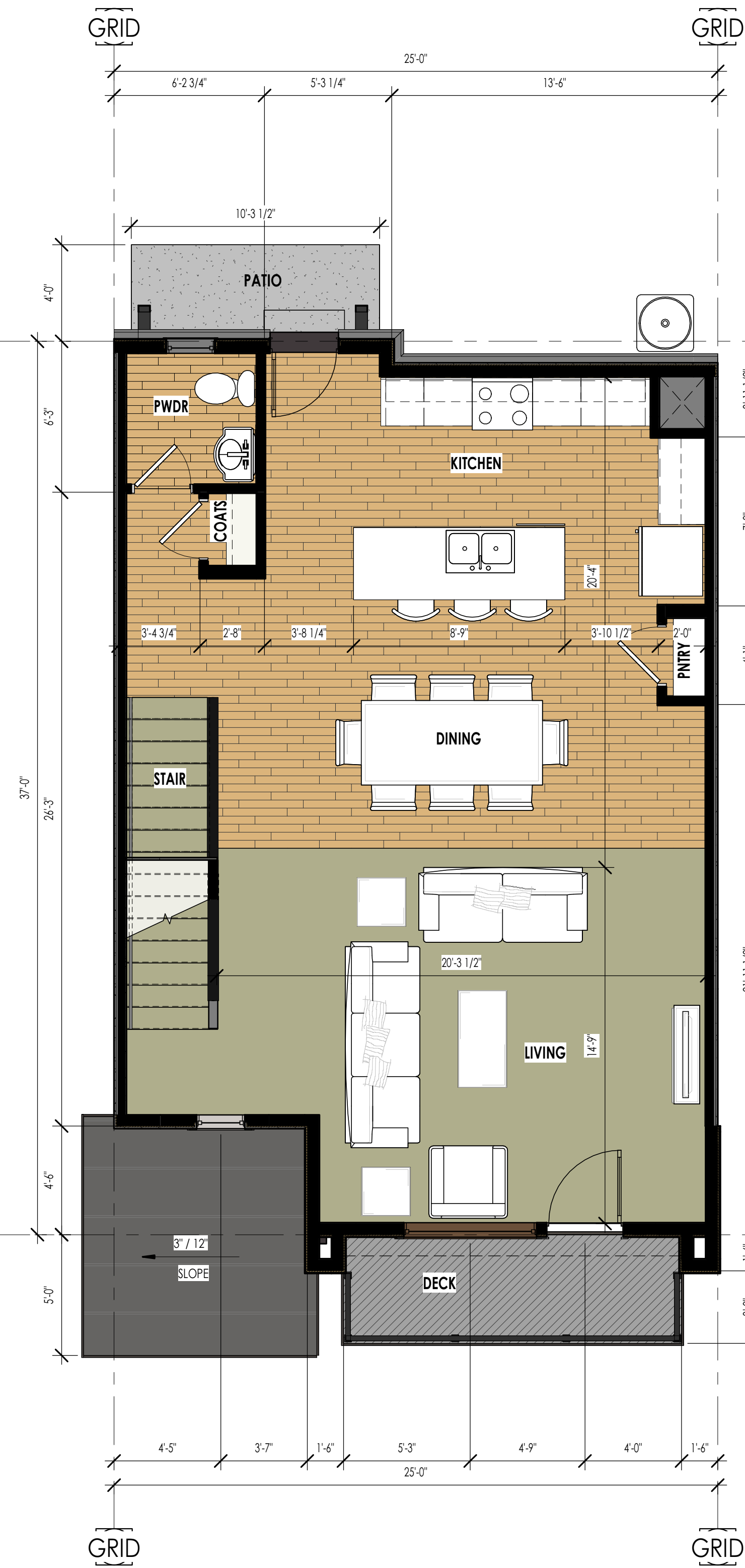
2  
D316





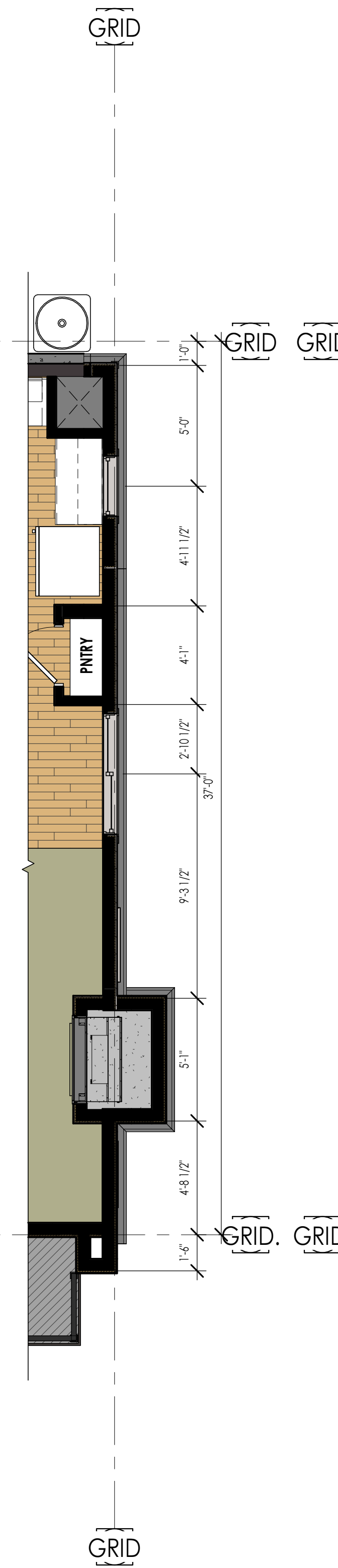
LEVEL 1 - PRESENTATION  
1/4" = 1'-0"

1  
D401



LEVEL 2 - PRESENTATION  
1/4" = 1'-0"

2  
D401



LEVEL 3 - PRESENTATION  
1/4" = 1'-0"

3  
D401

| 3BD-01 FINISHED AREAS |         |
|-----------------------|---------|
| LEVEL                 | AREA    |
| LEVEL 1               | 93 SF   |
| LEVEL 2               | 864 SF  |
| LEVEL 3               | 817 SF  |
| TOTAL                 | 1774 SF |
| 3BD-01 GARAGE AREAS   |         |
| GARAGE                | 778 SF  |
| TOTAL                 | 778 SF  |
| GRAND TOTAL           |         |
|                       | 2552 SF |



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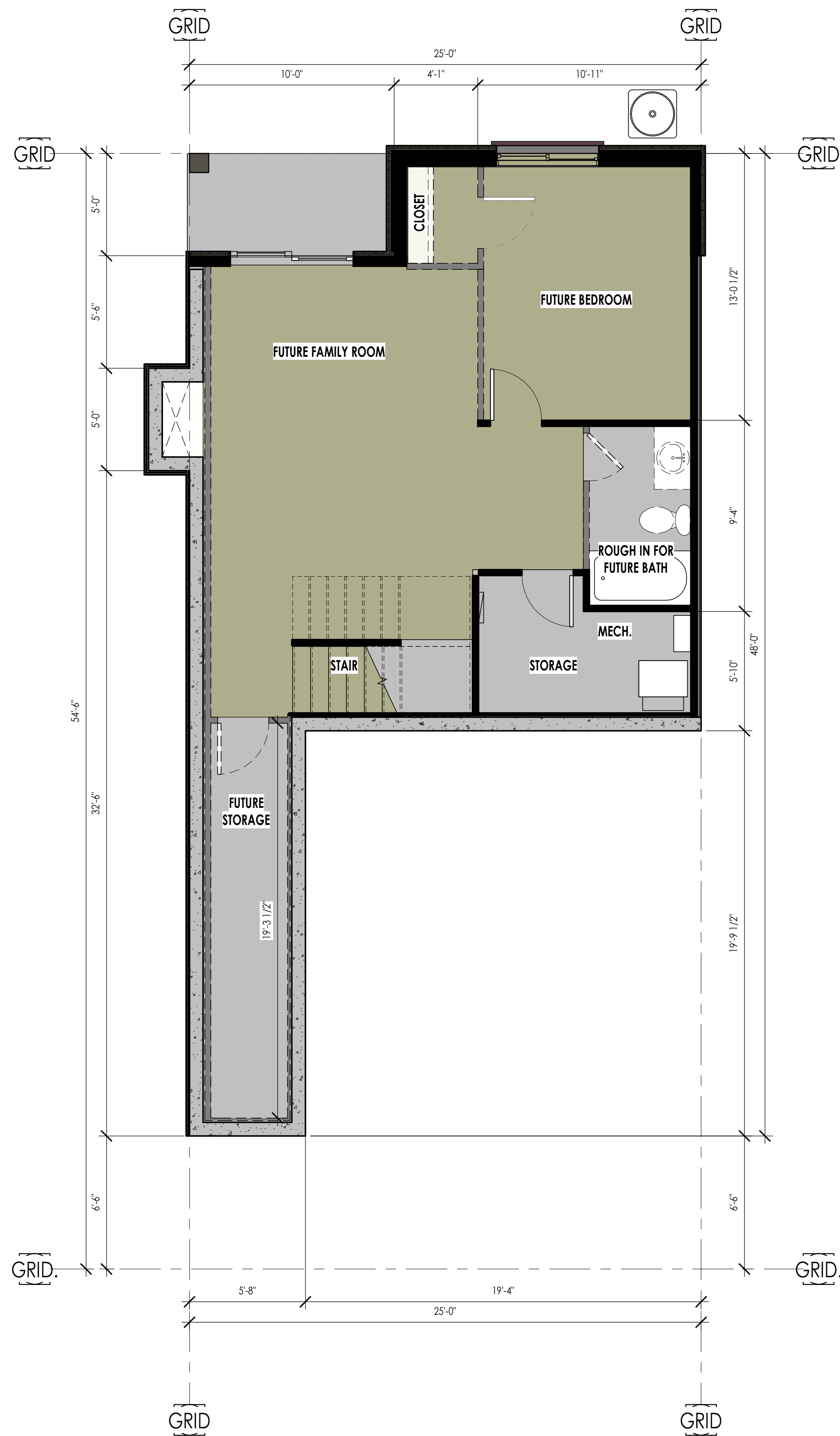
# EDEN LANDING 3BD-01

3 BD-01 FLOOR  
PLANS

D401

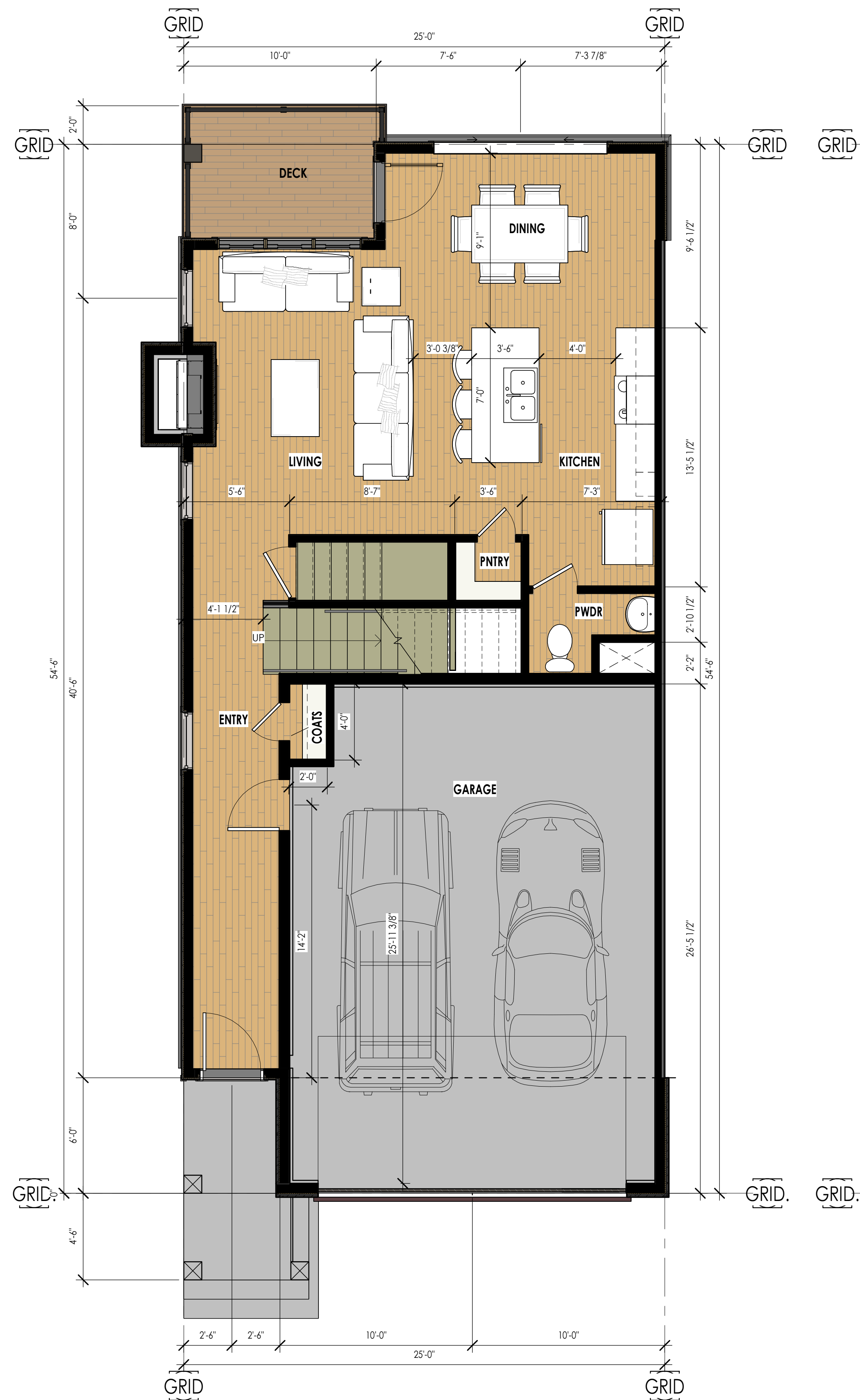
3 OCT 2025





LEVEL 0 - MARKETING FLOOR PLAN  
1/4" = 1'-0"

1  
D402



LEVEL 1 - MARKETING FLOOR PLAN  
1/4" = 1'-0"

2  
D402



LEVEL 2 - MARKETING FLOOR PLAN  
1/4" = 1'-0"

3  
D402

| 3BD-01 FINISHED AREAS |         |
|-----------------------|---------|
| LEVEL                 | AREA    |
| LEVEL 0 UNFINISHED    | 687 SF  |
| LEVEL 1 FINISHED      | 757 SF  |
| LEVEL 2 FINISHED      | 1107 SF |
| TOTAL                 | 2552 SF |
| 3BD-01 GARAGE AREAS   |         |
| GARAGE                | 516 SF  |
| TOTAL                 | 516 SF  |
| GRAND TOTAL           |         |
|                       | 3068 SF |



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EDEN LANDING

3BD-02

3BD-02 FLOOR PLANS

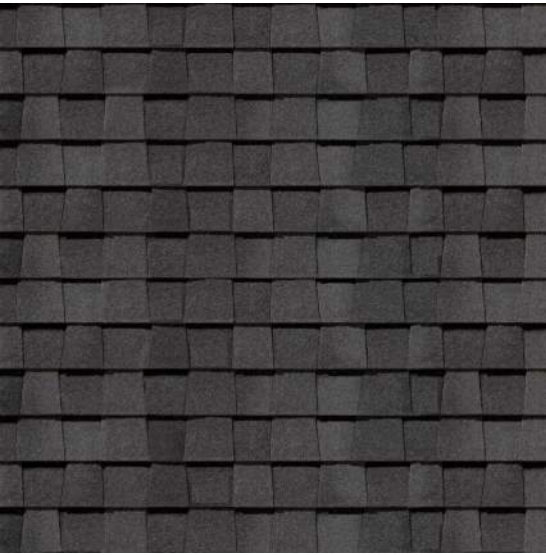
D402

3 OCT 2025

65 of 67



SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFIT

LAP SIDING

HORIZONTAL  
PLANK

VERTICAL PLANK

ROOFING -SHINGLES

WINDOWS/DOORS

COLUMNS/BEAMS

STONE

FRONT DOOR

MANUFACTURER:

TBD

JAMES HARDIE OR LP

ENGAGE FAST  
PLANK OR SIMILAR

ENGAGE FAST  
PLANK OR SIMILAR

CERTIANTEED OR  
SIMILAR

AMSCO OR SIMILAR

TBD

HARRISTONE OR  
SIMILAR

TBD

MATERIAL:

ALUMINUM

JH FIBER CEMENT OR  
LP SMARTSIDE

ALUMINUM PLANK

ALUMINUM PLANK

ASPHALT SHINGLES

VINYL WINDOW  
FRAMES

STEEL AND  
COMPOSITE WRAP

STONE CLADDING

PAINT

COLOR:

"BLACK"  
OR SIMILAR

"LIGHT FRENCH  
GRAY" (SW 0055)  
OR SIMILAR

"DARK FIR"  
OR SIMILAR

"CLASSIC BLACK"  
OR SIMILAR

"MOIRE BLACK"  
OR SIMILAR

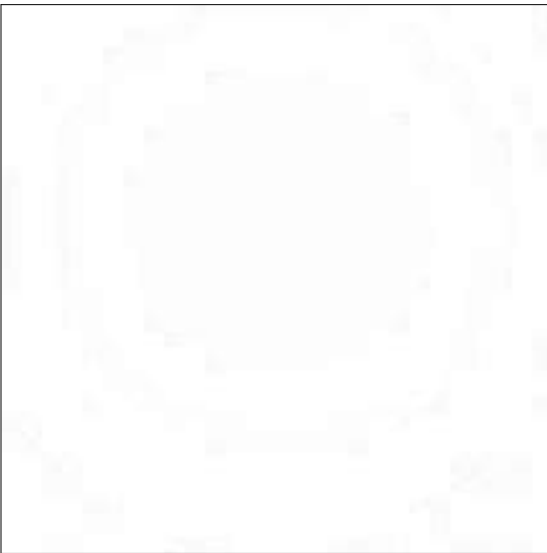
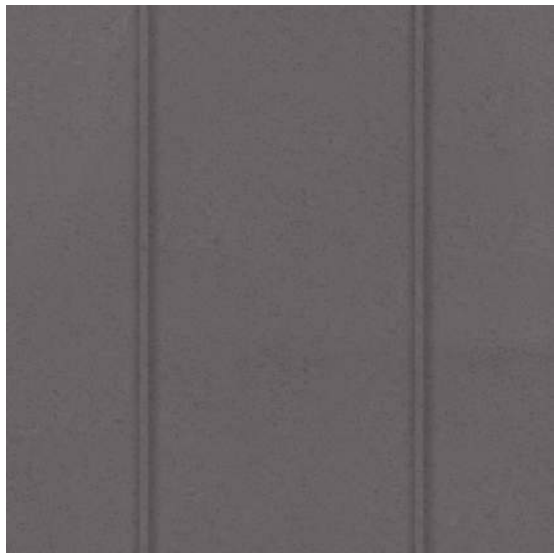
BLACK CAP STOCK  
OR SIMILAR

CHARCOAL GRAY  
OR SIMILAR

SHORE CLIFF OR  
SIMILAR

"FLOWER POT"  
(SW 6334) OR SIMILAR

SWATCH:



DESCRIPTION:

METAL ROOFING

TPO

GARAGE DOOR

MANUFACTURER:

TBD

TBD

TBD

MATERIAL:

STEEL STANDING  
SEAM

SYNTHETIC  
ROOFING MATERIAL

TBD

COLOR:

CHARCOAL GRAY  
OR SIMILAR

"WHITE"  
OR SIMILAR

"DARK BRONZE"  
OR SIMILAR

NOTE CONCEPTUAL DRAWINGS: INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS



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EDEN LANDING

MATERIAL BOARD

A501

03 OCT 2025



**EDEN LANDING – NARRATIVE**

The Subject Property falls within the Land Use Code's definition for the FR-3 zone:

The FR-3 zone is intended to "provide medium density residential uses...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."

The OVGP land use goals provide that zone changes "should only be allowed when they are granted to incentivize significant contribution to the advancement of the goals and principles found in this plan." *Land Use Principal 1.1*, OVGP p. 15. These goals and principals include "the transfer of existing development rights (TDRs) as the primary means to increase densities in suitable project...". *Land Use Principal 1.1.1*, OVGP p. 15. And for new development to be clustered in "in areas where water and sewer service could be provided by a sewer system...". *Land Use Principal 1.5*, OVGP p. 15.

The OVGP further establishes village areas where Valley residents "support housing near villages...". OVGP p. 30. The Subject Property is adjacent to Moose Hollow and lies within ¼ mile of the Wolf Creek Village area. MAP 8: COMMERCIAL LOCATIONS/VILLAGE AREAS, OVGP p. 31.

This application to rezone approximately 10.24 acres ("Subject Property") to the FR-3 zone is requested to accommodate a planned development, in accordance with the OVGP and the Land Use Code.

The current preliminary layout includes a mix of up to 110 single-family and multi-family units.

The major utilities (gas, water, sewer, electric) are at, or near, the property boundary.





# Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone.

**Agenda Date:** November 24, 2025

**Applicant:** Owner: Jason Boren; Representative: Chase Freebairn

**File Number:** ZMA2025-07

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/24348>

### Property Information

**Approximate Address:** 4015 N 2900 E and 3767 E 4100 N (Two Different Properties)

**Current Zone(s):** AV-3 Zone

**Proposed Zone(s):** A-1 Zone

### Adjacent Land Use

**North:** Elk Ridge Estates Cluster Subdivision ~ Approx 3-Acre Average SFD Lots

**South:** RMP Power Line Corridor and Liberty Meadows Subdivision ~ 1.5-2.5 Acre SFDs Lots

**East:** Cottonwood Hills Estates ~ 1-Acre SFDs Lots

**West:** Large Lot Agricultural

### 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 2 Agricultural Zones.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad 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

The applicant requests a rezone of two contiguous properties, approximately 28.65 acres, in the unincorporated Liberty Area from AV-3 (Agricultural Valley, 3-acre minimum) to A-1 (Agricultural, 40,000 sq ft minimum). The purpose of the rezone is to enable the later creation of ~1 acre subdivision lots. The property lies just outside the quarter-mile radius Liberty Village Area identified in the Ogden Valley General Plan.

The proposal increases residential density without using TDRs, clustering, or agricultural preservation tools. The Ogden Valley General Plan has a strong recommendation against increasing density unless doing so advances other plan goals in a substantial way. Applying this recommendation, the proposed rezone is found to be inconsistent with the General Plan.

Based on application of the decision criteria in Section 102-5 and the General Plan's directives for growth and density, staff cannot make a positive finding that this rezone is consistent with long-term land-use policy for the



Ogden Valley. If the Planning Commission elects to forward a recommendation of approval, staff strongly advises incorporating conditions listed in the staff recommendation section of this report.

Important note: the application includes a rezone request to rezone a separate 4.88-acre property located at approximately 4015 N 2900 E. The owner of that parcel, who is not associated with the applicant, requested removal of that property from this rezone request. Hence, this report evaluates only the 28.65 acre property.

*The basic framework of the report was generated using large language modeling, with context, relevance, corrections, specificity and recommendations provided by staff.*

## Policy Analysis

### Context.

The subject property is located at approximately 3767 E 4100 N (**see Figure 1**). Access to the future development is proposed to be provided by 4100 North. The subdivision's concept plan also shows internal street connections to the east connecting to 3750 North and 3900 North in the Cottonwood Hills Estates subdivision. The subject property is flanked on all three sides by single-family residential lots.

The Cottonwood Hills Estates subdivision to the east and the Liberty Meadows subdivision to the south were both created when the area was governed by the A-1 zone, prior to the area being downzoned to the AV-3 zone. This proposal is generally compatible with those development patterns.

The Elk Ridge Estates Cluster subdivision to the north was platted using the three-acre AV-3 zone to enable smaller lots surrounded by open space for an average density similar to traditional development in the AV-3 zone.

Properties to the west are currently large vacant agricultural properties.

### Rezone Procedures and Evaluation.

Under §102-5, amendments to the zoning map are legislative and must be evaluated within the context of:

1. Consistency with the General Plan
2. Compatibility with surrounding land uses
3. Suitability of the property for the proposed zoning
4. Adequacy of facilities and services
5. Public interest, including potential impacts
6. The effect of the proposed change on the County's long-term goals

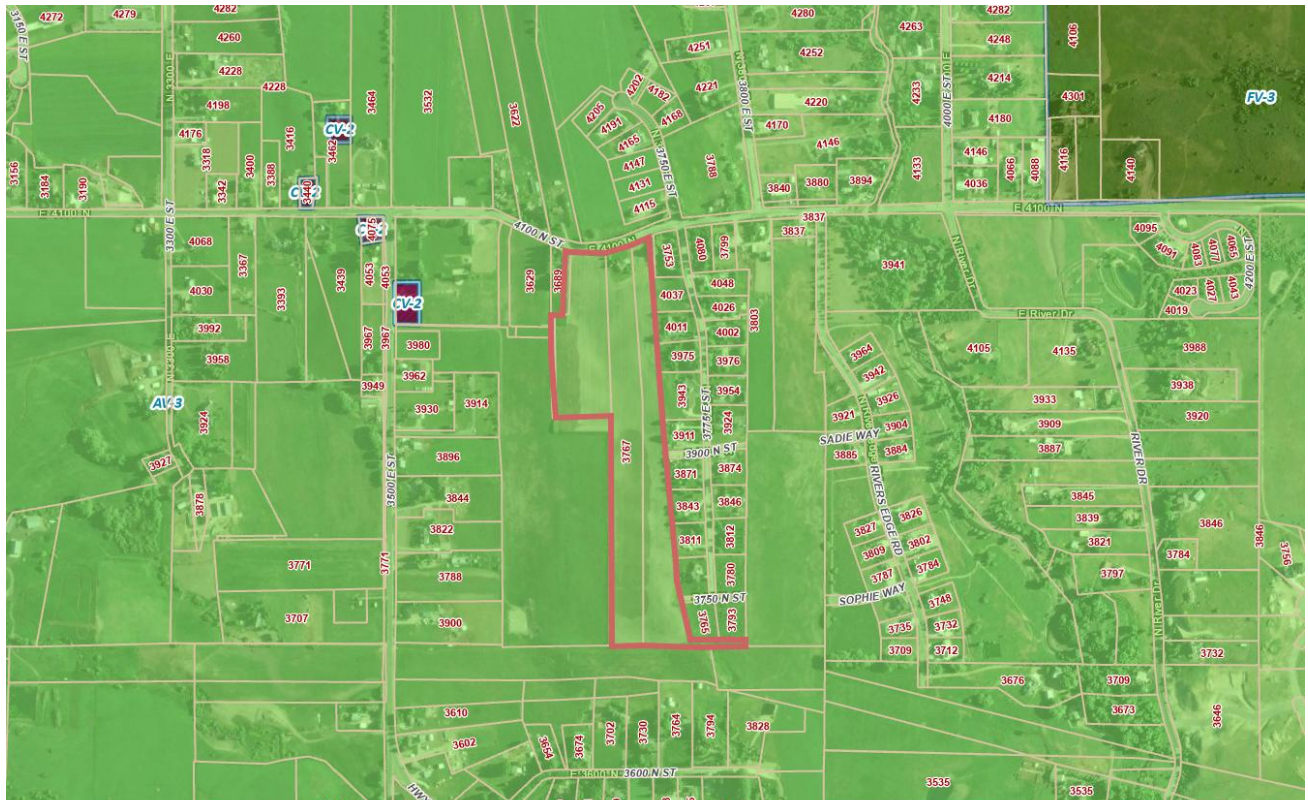
What follows is an evaluation of the request using these criteria.

**Figure 1: Aerial of Subject Parcels and Vicinity.**

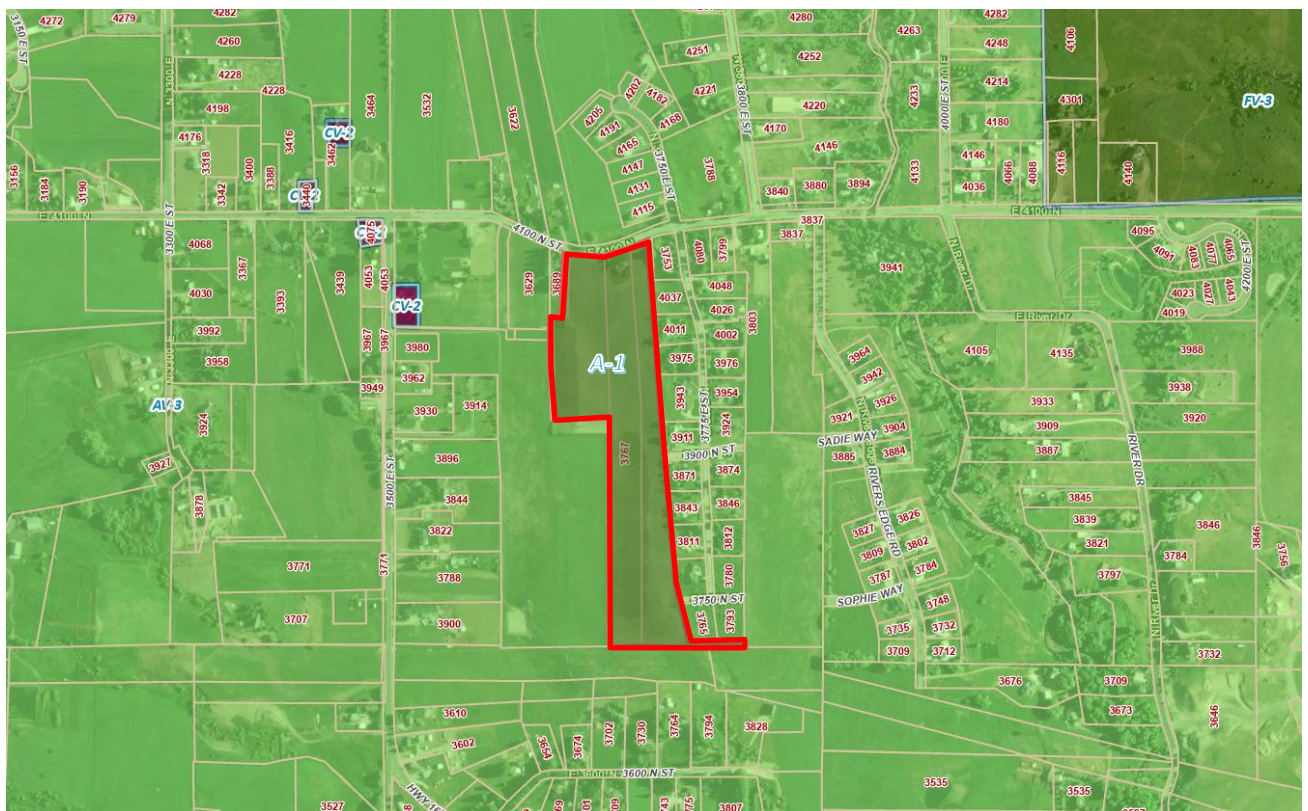




**Figure 2: Current Zoning Map and the Subject Parcels.**



**Figure 3: Proposed Zoning Map and the Subject Parcels.**





**Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.**

One of the most important tenets of the Ogden Valley General Plan is the guidance that zoning density increases should not occur unless it substantially advances another provision in the plan. This principle appears repeatedly—woven through the Land Use chapter, Rural Character policies, and the community's long view of growth management.

Further, the plan directs existing density toward Village Areas, and supports smaller lots *in or near village areas* provided the increased density is offset by reducing density in other more rural areas of the valley. This helps the community guide growth to the village areas rather than allowing rural sprawl into agricultural or undeveloped lands.

The general plan emphasizes walkable and bikeable neighborhoods and connections between residential areas and village centers, reinforcing the idea that residential growth near villages should support active transportation and community connectivity. This suggests that new residential development near villages should not just be about density, but also about how well it is integrated into the village area's fabric (roads, trails, open space).

The plan calls for a village in the Liberty Area. Unlike the Nordic Area and Old Town and New Town Eden Areas, specific village planning for the Liberty Area has not yet occurred.

A sliver of the western edge of the property is within a quarter-mile of the center of the Liberty Village Area, as illustrated on the Commercial Locations and Village Area map of the general plan (see Figure 4). The Liberty Area village is centered on the intersection adjacent to Liberty Park.

Ways the proposal supports the general plan:

- The site borders subdivisions with one-acre lot patterns, meaning the A-1 zone would be compatible with existing built form.
- Connectivity improvements (extensions of 3750 N and 3900 N) support the Plan's goals for inter-neighborhood integration.
- The property lies near a designated village area, which makes it an ideal density transition area.

**Figure 4: Quarter-Mile Radius Around Liberty Village Center.**





Ways the proposal conflicts with the general plan:

- The general plan is explicit that increases in residential density outside of village areas should occur only through TDRs.
- The rezoning from AV-3 to A-1 creates additional residential potential without increasing the rural residential character elsewhere in the valley.
- The proposal does not include clustering, open-space preservation, or rural land protections recommended by the Plan.

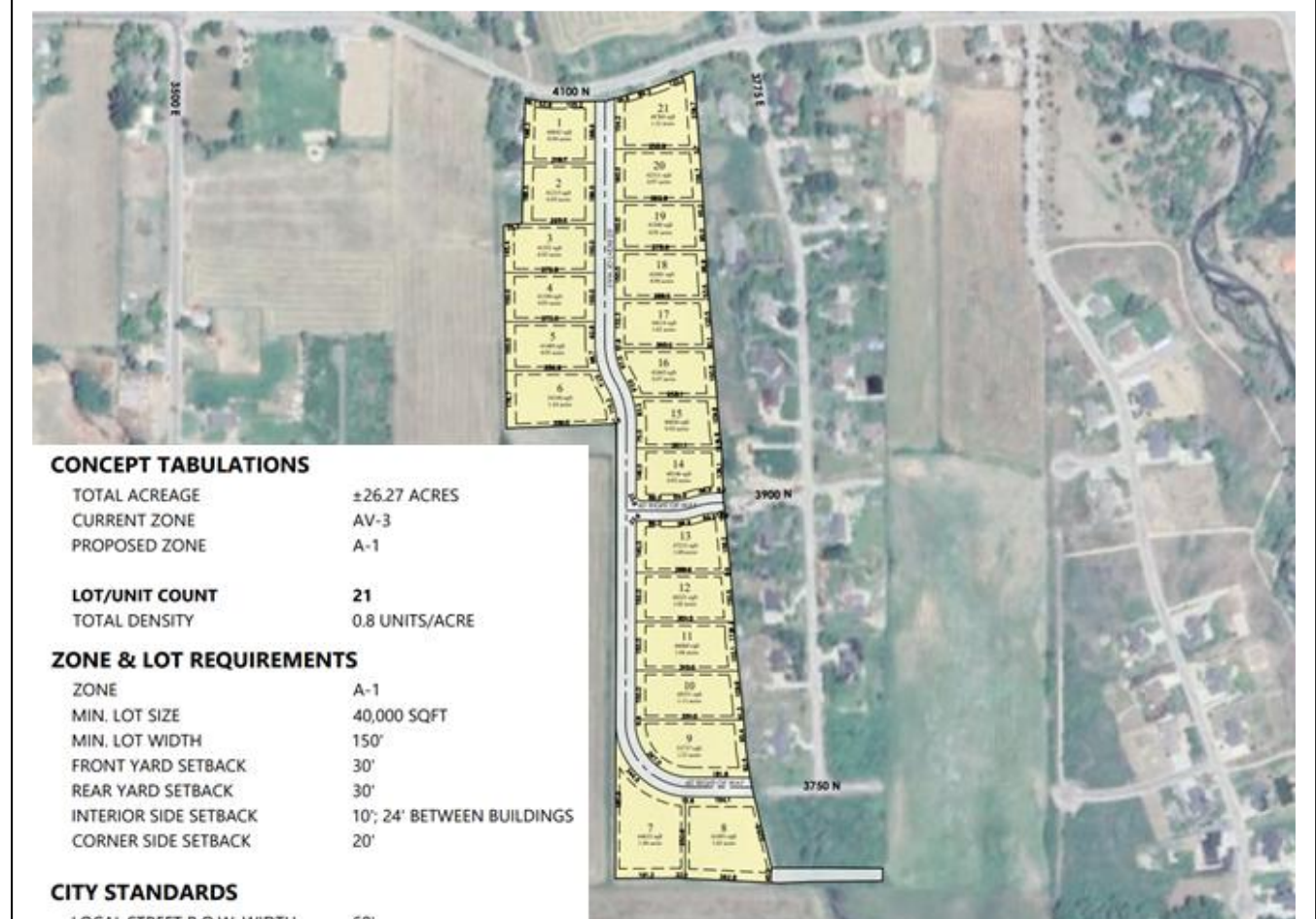
***Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.***

The Cottonwood Hills Estates (east), Liberty Meadows (south), and Elk Ridge Estates (north) each contain one-densities generally consistent with A-1 zoning. The proposed lot sizes are not incompatible with adjacent existing neighborhoods and would continue the transition from agricultural land to established residential neighborhoods.

***The extent to which the proposed amendment may adversely affect adjacent property.***

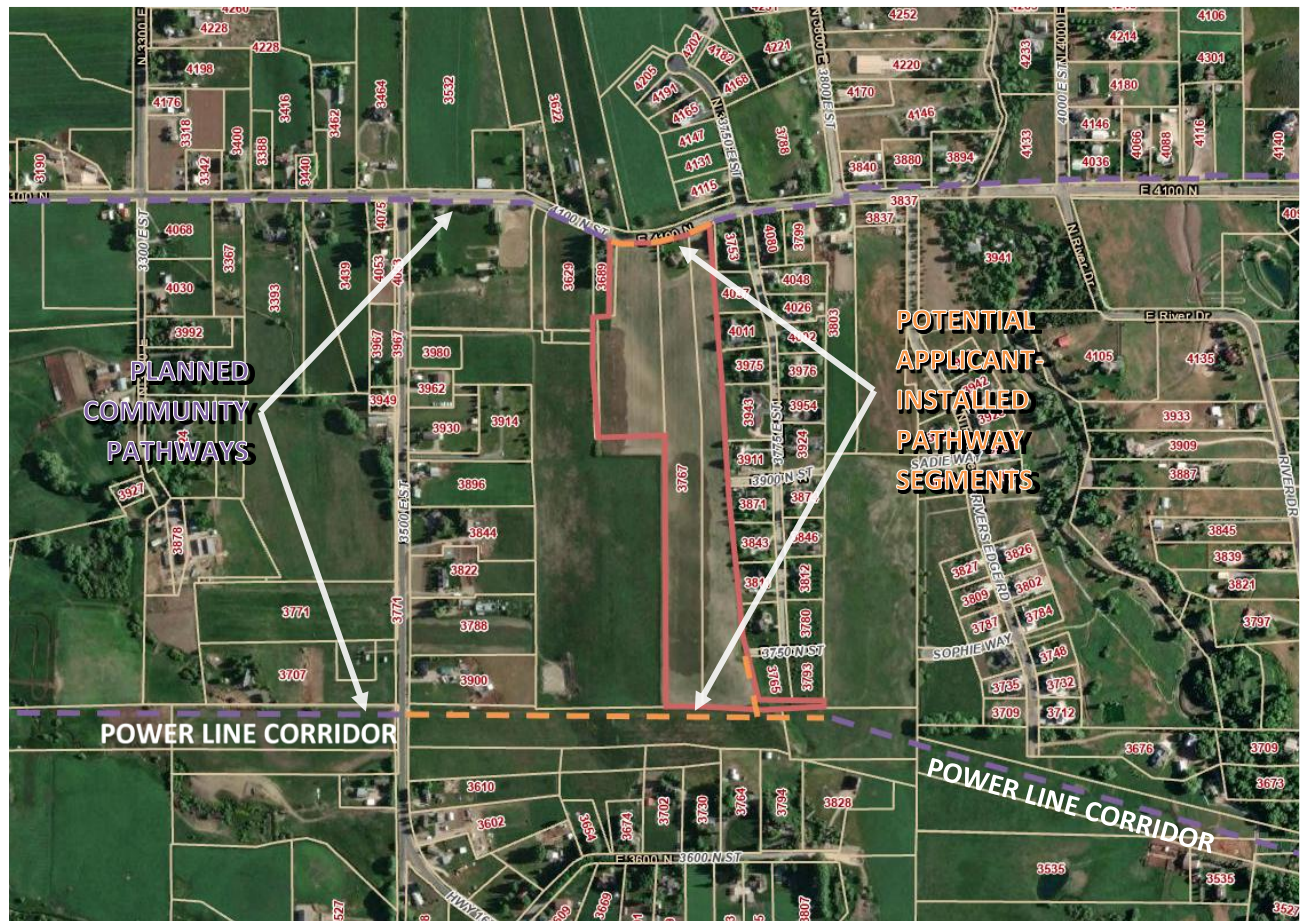
The proposal is unlikely to introduce notable nuisance impacts. Traffic from one-acre lots is generally light, and the east–west road connections substantially improve the area’s future grid connectivity. The Rocky Mountain Power corridor preserves separation from Liberty Meadows, and septic/well development is common in the area.

**Figure 5: Applicant-Proposed Concept Plan.**





**Figure 6: Pathway Connection Opportunities.**



***The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

The area lacks centralized water and sewer, meaning increased density comes with watershed sensitivity issues and groundwater considerations under Health Department review. The application suggests that Eden Water and Mountain Sewer are the water and sewer authorities for the area – which is not accurate, but the application narrative has been amended to indicate that each lot will have its own well and septic system.

The proposed road connections are generally adequate and beneficial for long-term circulation. The proposal is not anticipated to have substantial impact on police and fire protection or the typical refuse collection. Demonstration of successful storm water management and infrastructure will be required when a subdivision application is submitted.

***Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

There is no anticipation that the proposal will overwhelm the local transportation corridors. If approved, the developer will be required to reconstruct 4100 North along the frontage of the development to provide greater width and pedestrian facilities.

***Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.***



The property has historically been irrigated farmland and has no known sensitive areas.

## Staff Recommendation

Based on application of the decision criteria in Section 102-5 and the General Plan's directives for growth and density, staff cannot make a positive finding that this rezone, as proposed, is consistent with long-term land-use policy for the Ogden Valley. If the Planning Commission elects to forward a recommendation of approval, staff strongly advises incorporating the conditions listed below, which can be implemented in a development agreement:

1. Any density increase over that of the AV-3 zone shall be provided by means of transferable development rights that follow the same rules established in the Form Based zone - Section 104-22-11.
2. Dedicate and improve the development's frontage on 4100 North Street to the same half-width standard used by the county for the recently constructed 4100 North connection to Fairways Drive, but with the paved pathway on the south (project) side of the street.
3. Bury 4100 North's existing overhead power for the frontage of the subject property.
4. Coordinate with Rocky Mountain Power to construct a 10-foot wide paved public pathway within the power line corridor that connects from 3500 East and stubs eastward to the easternmost edge of the subject development; provide a 10-foot paved pathway connection along the easternmost edge of the development to connect 3750 North Street to the power line corridor pathway.

This recommendation is offered with the following findings:

1. With the added conditions, the proposal serves as an instrument to further implement the vision, goals, and principles of the general plan.
2. The proposal is consistent with development already in the vicinity.
3. The proposal is not detrimental to the health, safety, and welfare of the valley residents.

If the project is not changed to conform to the general plan, as provided in the above recommendation, then staff recommends denial of the rezone based on the following findings:

1. The proposal is not supported by the general plan.
2. The proposal fails to use transferable development rights as a means of increasing localized density.
3. The proposal makes no meaningful public contributions.
4. The area is not yet ready for the proposed changes to be implemented.

## 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 proposed by applicant:

I move we forward a positive recommendation to the County Commission for File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone. I do so with the following findings:

*Example findings for approval:*

1. *The changes are supported by the General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health and welfare of residents.*
4. [*\_\_\_\_\_ 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 #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone, **but with the following additional changes, edits, and corrections:**

*Example Conditions:*

1. Example: *Approval is forwarded with the staff's recommendations provided in this report.*
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 for approval with changes:*

1. Example: *Approval is forwarded with the staff's recommended findings provided in this report.*
2. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
3. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
4. *The changes will enhance the general health, safety, and welfare of residents.*
5. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
6. Etc.

#### **Motion to recommend denial:**

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2025-07, an application to rezone approximately 28.65 acres of property located at approximately 3767 E 4100 N from the Agricultural AV-3 zone to the Agricultural A-1 zone. **I do so with the following findings:**

*Examples findings for denial:*

- *Example: The proposal is not supported by the general plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal fails to use transferable development rights as a means of increasing localized density.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[ add any other desired findings here ].*

#### **Exhibits**

Exhibit A: Application Information.

Exhibit B: Concept Plan.



## Exhibit A - Application Information.

### Boren Family Rezone - AV3 to A1

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

**Address:** Approximately 3767 E 4100 N, Unincorporated Weber County , UT, 84310  
**Maps:** [Google Maps](#)  
**Project Type:** Zoning Map Amendments  
**Sub Type:** Zoning Map Amendments  
**Created By:** [Chase Freebairn](#)  
**Created On:** 10/2/2025

**Project Status:** Submitted  
**Status Date:** 10/2/2025  
**File Number:** ZMA2025-07  
**Project Manager:** [Charlie Ewert](#)

[Application](#)[Documents](#) 4[Comments](#) 2[Reviews](#) 0[Followers](#) 5[History](#)[Reminder](#) 0[Payments](#) 1[Internal](#) 0

## Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

#### Project Description

The William R. Boren & Norma Jean Boren Family Trust, along with the Boren Family Trust (Trustees), are requesting a rezone of seven (7) parcels totaling approximately 33.53 acres (±) from AV-3 to A-1 in order to allow subdivision and development of the properties into 1-acre residential lots.

#### Property Address

Approximately 3767 E 4100 N  
Unincorporated Weber County , UT, 84310

#### Property Owner

Jason Boren  
801-414-1563  
[jdboren@hollandhart.com](mailto:jdboren@hollandhart.com)

#### Representative

Chase Freebairn  
801-386-6708  
[chase@colewest.com](mailto:chase@colewest.com)

#### Accessory Dwelling Unit

False

#### Current Zoning

AV-3

#### Subdivision Name

#### Number of new lots being created

21

#### Lot Number

#### Lot Size

40,000 Sq. Ft. Min. Lot Sizes

#### Frontage

#### Culinary Water Authority

Eden Water Company

#### Secondary Water Provider

Eden Irrigation Company

#### Sanitary Sewer Authority

Mountain Sewer

#### Nearest Hydrant Address

#### Signed By

Representative, Chase Freebairn

#### Parcel Number

[✕ Remove](#) 220130022 - [County Map](#)[✕ Remove](#) 220130021 - [County Map](#)[✕ Remove](#) 220100045 - [County Map](#)[✕ Remove](#) 220100050 - [County Map](#)[✕ Remove](#) 220100052 - [County Map](#)[✕ Remove](#) 220090095 - [County Map](#)[✕ Remove](#) 220090096 - [County Map](#)



## Narrative

Due to the unfortunate passing of the Boren family patriarch, the trustees of the William R. Boren & Norma Jean Boren Family Trust, along with the Boren Family Trust, are seeking to rezone seven (7) family-owned parcels totaling approximately 33.53 acres from AV-3 to A-1. This request will allow for the subdivision and development of the properties into 1-acre residential building lots.

The Boren family has deep ties to this land and its long-standing agricultural traditions. As the trustees now look toward the future stewardship of these properties, their intent is to balance the preservation of Ogden Valley's rural character with the community's growing need for additional housing opportunities.

This area of unincorporated Weber County, commonly referred to as Eden and Liberty, has experienced increased demand for new housing, yet opportunities for appropriately sized single-family lots remain limited. Rezoning to A-1 provides for 1-acre lots, which offer a natural and cohesive transition within the historically agricultural landscape. Importantly, the A-1 zone continues to allow both agricultural and residential uses, ensuring that the land's heritage remains honored while accommodating carefully planned growth.

The proposed rezone strikes the right balance between honoring the agricultural past and preparing for the valley's future. It will provide much-needed new housing supply, support responsible growth, and maintain the rural identity of Ogden Valley. The Boren family's request represents a thoughtful approach to land use that respects the character of the community while helping address its pressing housing needs.

### Project Narrative (Contd.)

#### **Culinary Water (planned access):**

The project will utilize **individual private wells** for culinary water. Wells will be permitted through the Utah Division of Water Rights and designed/constructed in accordance with state and county standards, including required separation distances from septic systems and compliance with any applicable drinking water source protection zones.

#### **Irrigation and Landscape Watering:**

Irrigation and landscape watering will be provided by **Liberty Irrigation Company**. The current property owner holds **94.5 Liberty Irrigation water shares**, which will remain allocated to the property and are intended to serve the project's irrigation demands. Coordination with Liberty Irrigation will occur as needed to confirm delivery, point of connection, and applicable requirements for system design and operation.

#### **Wastewater Disposal (planned access):**

The project will utilize **individual onsite septic systems**. Percolation testing and system design will be completed by a licensed professional and reviewed/permitted by the Weber-Morgan Health Department. We understand septic systems are restricted within certain **Drinking Water Source Protection (DWSP) zones**. We will obtain and review the source-protection zone shapefile for the **new Nordic well west of the site** and will **site all septic systems outside any prohibited DWSP zones**. Lotting and/or system locations will be adjusted as needed to ensure full compliance.

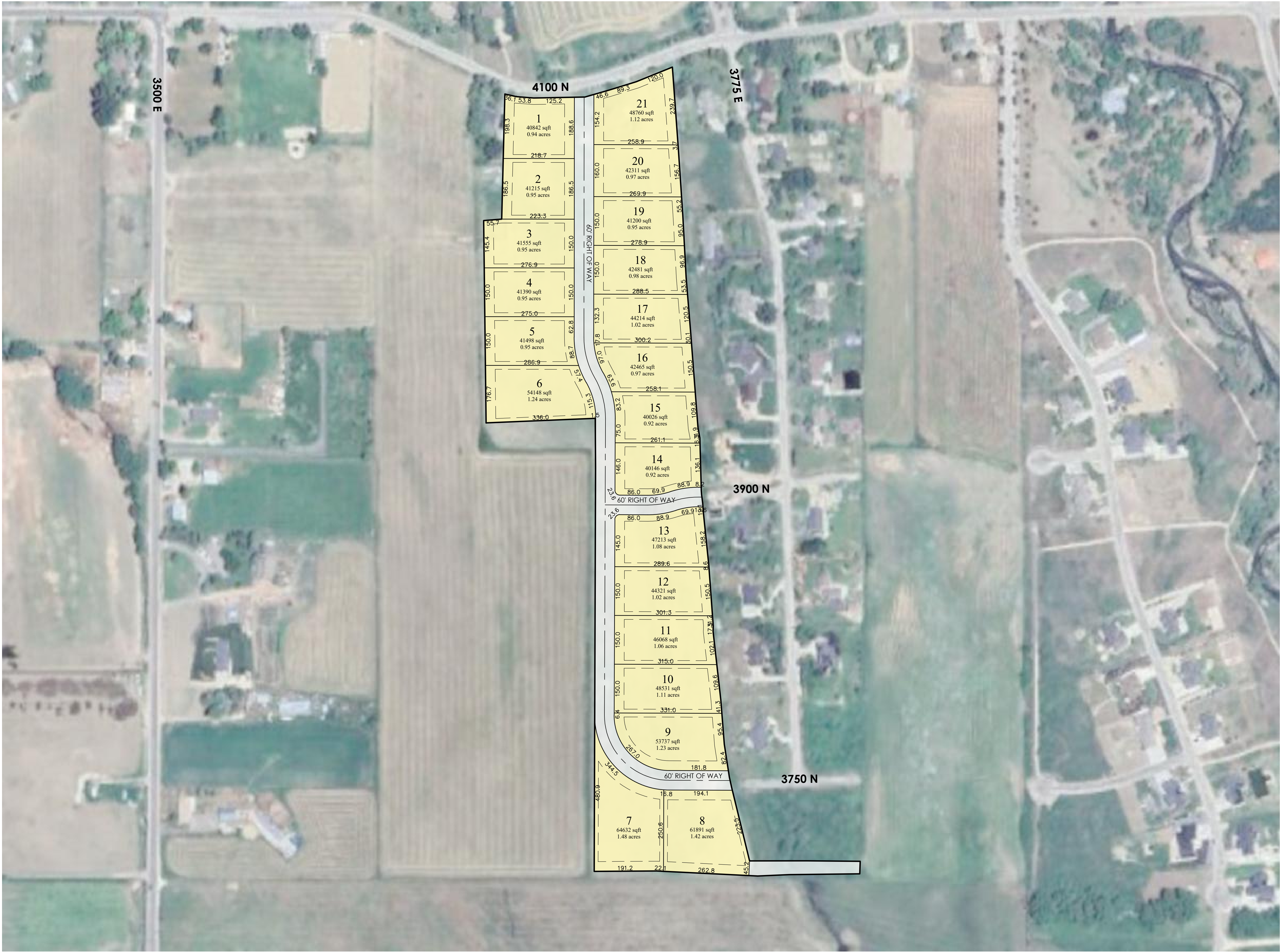
#### **Parks and Open Space (proposed plan/donation):**

We propose a land donation to support open space and potential transportation needs. Specifically, we intend to **donate and deed Parcel #220090096 (±1.24 acres) to Weber County** for use as **open space** or, at the County's discretion, **future right-of-way expansion of 4100 N**. A legal description and exhibit can be provided upon request.



## Exhibit B: Concept Plan.





CONCEPT TABULATIONS

|               |              |
|---------------|--------------|
| TOTAL ACREAGE | ±26.27 ACRES |
| CURRENT ZONE  | AV-3         |
| PROPOSED ZONE | A-1          |

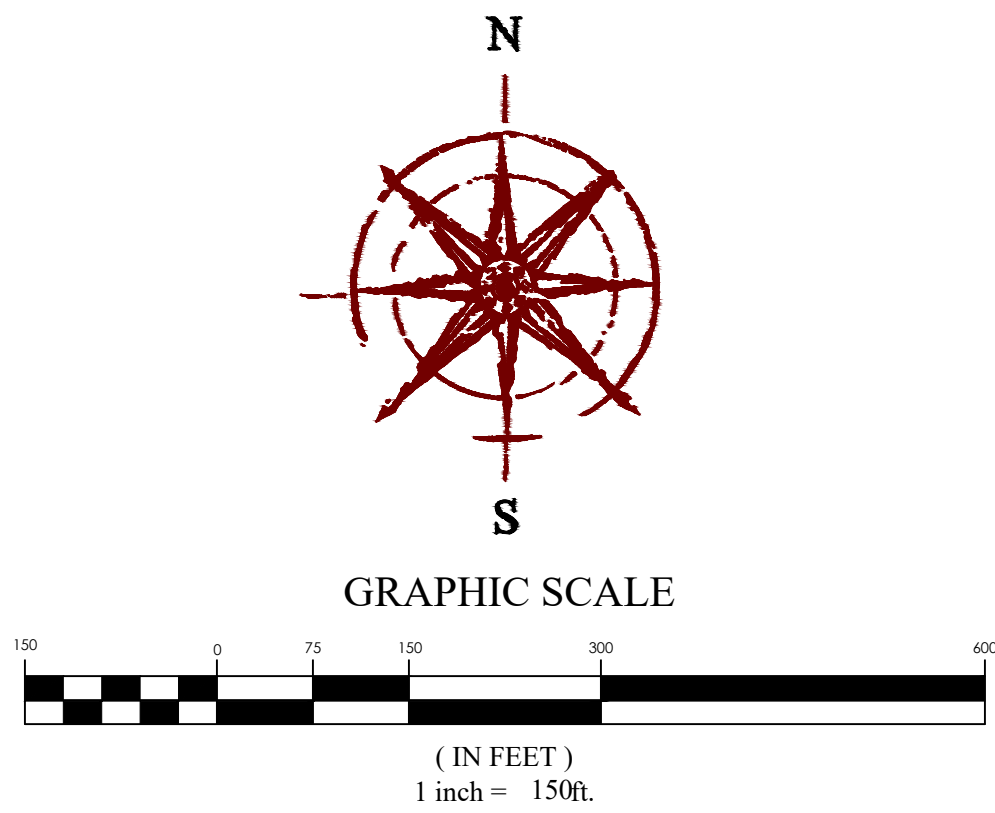
|                |                |
|----------------|----------------|
| LOT/UNIT COUNT | 21             |
| TOTAL DENSITY  | 0.8 UNITS/ACRE |

ZONE & LOT REQUIREMENTS

|                       |                            |
|-----------------------|----------------------------|
| ZONE                  | A-1                        |
| MIN. LOT SIZE         | 40,000 SQFT                |
| MIN. LOT WIDTH        | 150'                       |
| FRONT YARD SETBACK    | 30'                        |
| REAR YARD SETBACK     | 30'                        |
| INTERIOR SIDE SETBACK | 10'; 24' BETWEEN BUILDINGS |
| CORNER SIDE SETBACK   | 20'                        |

CITY STANDARDS

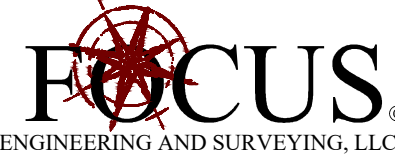
|                           |     |
|---------------------------|-----|
| LOCAL STREET R.O.W. WIDTH | 60' |
|---------------------------|-----|



BOREN PROPERTY EAST concept A

EDEN, WEBER COUNTY  
9/9/2025  
25-0291

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.







# Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort.

**Agenda Date:** November 24, 2025

**Applicant:** SUMMIT MOUNTAIN HOLDING GROUP LLC; Representative: Olga Mariasina

**File Number:** ZDA2025-11

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/24536>

### Property Information

**Approximate Address:** 3301 N Wolf Creek Drive, Unincorporated Ogden Valley

**Current Zone(s):** AV-3 Zone

**Proposed Zone(s):** AV-3 Zone

### Adjacent Land Use

|               |                                       |               |                       |
|---------------|---------------------------------------|---------------|-----------------------|
| <b>North:</b> | Wolf Creek Water and Sewer Facilities | <b>South:</b> | Large-Lot Residential |
| <b>East:</b>  | Large Lot Residential                 | <b>West:</b>  | Large Lot Residential |

### Staff Information

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

**Report Reviewer:** RG

## Applicable Ordinances

§Title 102, Chapter 6 Development Agreements.  
§Title 104, Chapter 2 Agricultural Zones.

## 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

The applicant requests an amendment to the Wolf Creek Development Agreement (DA) as it applies to approximately 41.73 acres at 3301 N Wolf Creek Drive. The amendment would authorize the development of a park-and-ride/bus transit hub with approximately 800 parking stalls, bus facilities, accessory structures, circulation improvements, recreational amenities, and landscaping.

The applicant has submitted draft Development Agreement Amendment language, which establishes:

- Additional permitted uses including transit terminal functions, utility infrastructure, fencing, and recreational uses;
- A site development framework including a required landscape plan, dark-sky compliance, and pump-track improvements;
- A term and milestone-based vesting structure;



- Lot-of-record acknowledgement;
- A recreation contribution if the proposed recreational use changes.

The proposed DA amendment and associated site concept would allow:

Access will be directly from SR-158. The site is bordered by one-acre rural-residential parcels on three sides and by WCWSID sewer facilities to the north.

The subject property is part of the Wolf Creek Resort and governed by the 2002 Wolf Creek Development Agreement, as amended in 2015 and 2016. The DA does not currently authorize a park-and-ride, transit terminal, or similar use, requiring a DA amendment. The applicant's proposed DA amendment identifies no residential density allocation, as the Wolf Barn Parcel carries a 0-unit density assignment under the existing DA. Powder Mountain seeks off-site parking to reduce on-mountain congestion and improve skier circulation and safety.

Staff is recommending approval conditioned on certain voluntary public contributions, infrastructure improvements, buffering and screening, and recreational amenities. Staff recommends further coordination with UDOT, County Engineering, WCWSID, Weber Fire District, and County Parks & Recreation on access, trails, utilities, and site design.

*The basic framework of the report was generated using large language modeling, with context, relevance, corrections, specificity and recommendations provided by staff.*

## Policy Analysis

**Figure 1: Subject Property.**





**Figure 2: Building Design Proposals.**



As a legislative item akin to a rezone, evaluation of a development agreement amendment should consider the proposal's consistency with the Ogden Valley General Plan. The following will help the planning commission provide that evaluation:

### **General Plan Review.**

#### **Transportation & Mobility Policies**

The Ogden Valley General Plan emphasizes:

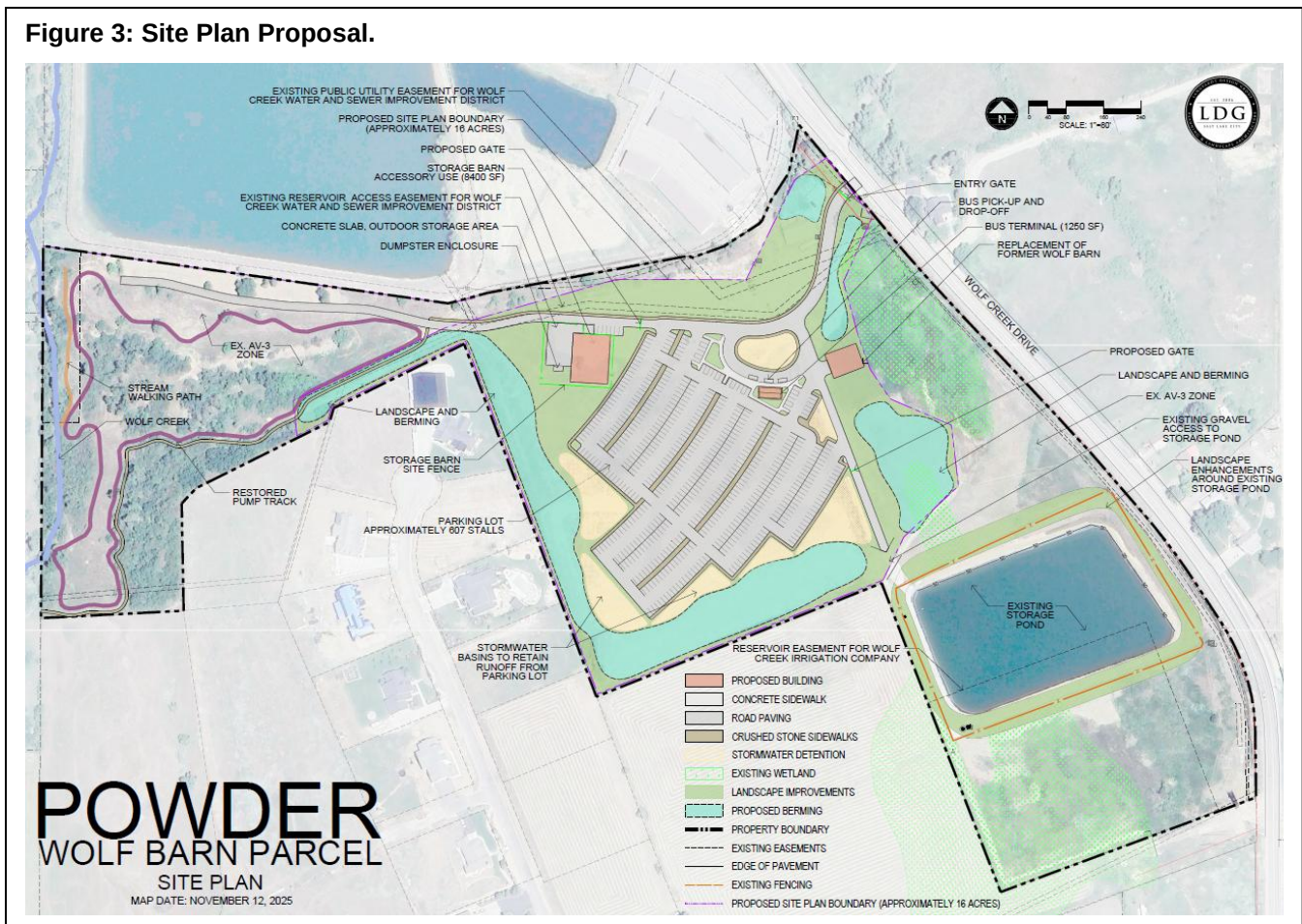
- Safe and efficient roadway systems;
- Reducing congestion at peak recreation times;
- Supporting recreation-oriented mobility infrastructure;
- Minimizing adverse impacts to rural roadways.

The project supports regional mobility by relocating skier parking from the mountain top to a centralized off-site facility. It is important to note that whether parking occurs on the mountain or at this proposed site, the same volume of skier traffic must still pass through the SR-158/SR-162 intersection in Eden, meaning the project does not affect regional traffic demand or patterns, but will reduce traffic on SR-158 northward of the proposed project site.

The DA explicitly authorizes transit-supporting uses and related infrastructure, which is consistent with the General Plan's transportation goals.



**Figure 3: Site Plan Proposal.**



### Rural & Resort Character

The Ogden Valley General Plan calls for the general maintenance of rural character while also supporting recreation opportunities, appropriate transitions between land uses, and visual buffering of large-scale facilities.

The DA amendment requires adherence to a landscape plan (provided in Exhibit A), including berms, vegetative screening, and agricultural-themed building forms (“traditional agrarian forms”). These requirements decrease incompatibility with surrounding rural-residential properties. The DA suggests a conditional irrigation contingency. Staff recommends instead requiring sufficient minimum irrigation to the site to accommodate required vegetation and site buffering/screening. Water-wise drip-irrigated plantings are recommended and overhead sprinkling is discouraged.

### Environmental Resources

The general plan policies emphasize protection of waterways, avoidance of wetlands, preservation of ecological corridors, and expansion of trail networks. The development avoids wetlands, preserves the Wolf Creek riparian corridor.

### Compatibility with Surrounding Development

Neighboring uses are predominantly one-acre rural-residential. The proposed DA requires earthen berms, landscaping, and dark-sky compliant lighting in compliance with Title 108-16. With the additional specificity of staff’s recommendation – specifically visual screening with sufficient berm height and landscaping – the use may be generally compatible with adjacent development. Staff also recommends landscaping performance standards.

### Building and Site Design



New structures must follow agrarian-style design consistent with Exhibit B of the proposed DA. These design provisions improve compatibility. They are reliant on images rather than written standards. Staff recommends applying the agrarian design standards of the form-based zone to each building onsite. Illustrative building design proposals can be reviewed in **Figure 2**.

The proposed site plan and landscape plan, illustrated in **Figure 3** (larger version provided in Exhibit A) has not been more fully reviewed for compliance with County Code Title 108 Chapter 2 - Architecture, Landscape, and Screening Design Standards. These plans are conceptual in nature. A more complete compliance review will be conducted when the project is submitted for Design Review prior to approval of final plans.

### ***Traffic, Access, and Required Improvements***

Access is proposed directly from SR-158. Staff recommends that, based on best engineering practices a minimum 1,000-foot center turn/queue land is either constructed or escrowed. Additional ROW dedication should be provided to accommodate the SR-158 improvements. Staff also recommends that intersection improvements at the site access be should share the full cost of intersection improvements.

Skier traffic routed to the site must travel through SR-162/SR-158 in Eden. Even if the parking remained on Powder Mountain's summit, the same amount of skier traffic would still pass through the SR-162/SR-158 intersection. The project therefore does not increase regional traffic volume but may reduce on-mountain congestion.

### ***Utilities and Services***

Water and sewer service must be provided through WCWSID or another approved provider. Stormwater must meet County Engineering standards. Fire access and hydrants must meet Weber Fire District requirements. Proof of each will be required prior to construction plan approval (design review).

### ***Trails and Connectivity.***

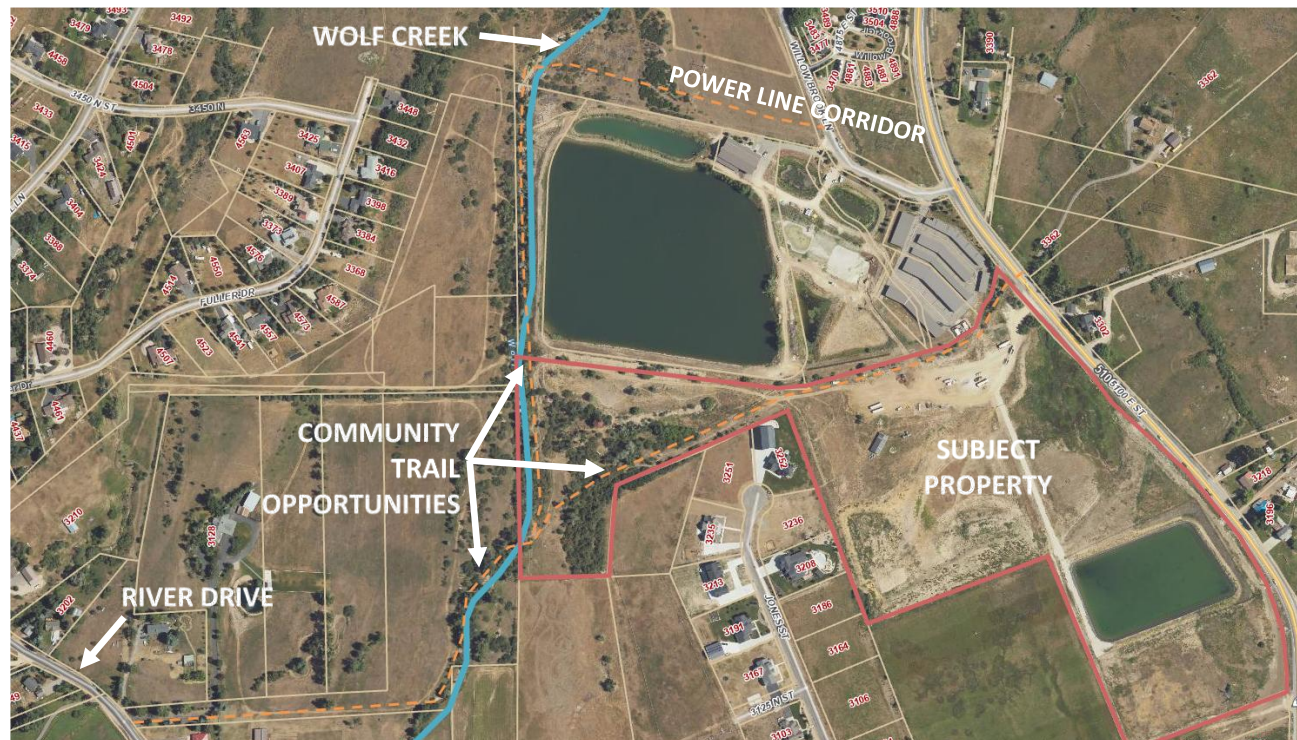
The proposed site plan illustrates a crushed stone pathway from the western edge of the property that spans the property and connects to SR-158. It is also showing recreational grounds for a community pump track. The development agreement specifies that if these amenities are removed or changed then the applicant will contribute \$25,000 to the Ogden Valley Parks District.

The general plan recommends investment in recreation amenities, and trail and pathway corridors throughout the valley. Relatively, two geographically easy locations for trail and pathway corridors is along both natural and man-made linear corridors such as rivers and linear infrastructure. In the valley, both the Wolf Creek riparian corridor and the Rocky Mountain Power Line corridor have been planned to eventually provide community pathway corridors, and both either run through or nearby the project site.

The Wolf Creek flows through property to the north of the site, then through the site, then through property to the southwest of the site. Wolf Creek Water and Sewer Improvement District owns both of the bordering properties through which the creek flows. If Wolf Creek Water and Sewer Improvement District are willing to allow the construction of such a pathway on their land, it would be possible for the pathway to connect River Drive to Willowbrook Lane (via the power line corridor), as illustrated in **Figure 4**. If Wolf Creek Water and Sewer Improvement District is not amenable to allowing the pathway at this time, then this project should be required to preserve a pathway easement along the creek for future pathway construction.



**Figure 4: Pathway Connectivity Opportunity.**



## Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan, it is staff's opinion that this rezone has the potential to help advance the vision and goals of the plan, provided the site is effectively screened from view of the surrounding residential lots and provided sufficient voluntary community contributions. Provided adherence to the following by means of a revised development agreement proposal, staff is recommending approval of the development agreement amendment.

1. Site Design Review pursuant to Title 108, Chapter 1, and Title 108, Chapter 2 is required prior to final approval of construction plans. The concept site plan, landscaping plan, and building designs shall be updated prior to Design Review to provide for the following:
  - a. The proposed berms around the site shall be no less than six feet tall.
  - b. Site landscaping shall meeting or exceeding County Code 108-2.
  - c. Sufficient minimum irrigation must be provided to the site to ensure compliance with landscape requirements. Required vegetation to be water-wise drip irrigation.
  - d. Buildings shall comply with the minimum agrarian design standards found in the form-based zone, Code Section 104-22-6.040.
2. Transportation mitigation:
  - a. Unless a traffic impact study recommends more, at least a 1,000-foot center turn lane on SR-158 shall be constructed by the applicant to the site's entrance. If UDOT allows less, then the 1,000-foot center turn lane shall be escrowed for no less than two ski seasons. If, at any time within the two season period UDOT finds any part of the lane necessary, the applicant shall construct the needed length, leaving the value of the remaining length in escrow for the remnant of the escrow period. If after the escrow portion UDOT confirms that only a portion of the full length of the lane is necessary, then the unnecessary portion of the unused escrowed funds shall be returned.
  - b. The applicant shall dedicate any ROW width necessary to accommodate the required improvements to UDOT.
  - c. If the Eden Landing Development is constructed on the east side of Highway 158, the applicant shall share the entire cost for intersection improvements and any UDOT desired intersection traffic control devices with Eden Landing LLC (or successor/heir). The cost share shall be a ratio based on the total number of vehicles exiting/entering the high to/from the east (Eden Landing LLC's



- share) and to/from the west (Summit Mountain Holding Group's share), or as otherwise mutually agreeable by all parties (the land owners, the city, and UDOT).
- d. Before submitting for a Design Review, fund and conduct a traffic impact study to determine the effect the new intersection will have on existing and projected future traffic demand, including the demand related to the project, the existing and new traffic patterns and volumes related to existing development in the area, and the traffic related to the Eden Landing development, if applicable.
- 3. Community recreation:
  - a. An easement shall be granted along the Wolf Creek corridor for the 75-foot stream corridor setback. The easement shall be for the purpose of drainage control and for the siting of a shared community pathway.
  - b. If permitted by the Wolf Creek Water and Sewer Improvement District, the applicant shall construct a paved pathway that is no less than 10-feet wide through the WCWSID property, through the subject property, and along the power line corridor in a manner that connects River Drive to Willow Brook Lane in a general configuration as provide in Figure 3 of this report or as otherwise negotiated by the affected landowners.
- 4. Any onsite wetlands shall be avoided and protected during construction.
- 5. Water and sewer agreements with WCWSID or an approved alternative shall be finalized before final Design Review approval.

Staff's recommendation is offered with the following findings:

1. The proposed DA amendment supports regional recreation mobility without increasing regional traffic volume.
2. With berming, landscaping, and dark-sky compliance, the project can be compatible with surrounding rural-residential uses.
3. The amendment aligns with the Ogden Valley General Plan regarding transportation, recreation, and environmental protection.
4. Water and sewer can be provided upon coordination with WCWSID or another approved utility entity.
5. The DA improves compatibility through agrarian design standards and landscape requirements.
6. Wetlands and the Wolf Creek corridor are avoided and protected.
7. Trail connectivity and recreation amenities support community goals.

## 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 #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort. I do so with the requirements and findings recommended by staff.

### Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort, **but with the following additional edits and 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. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [ **desired edits here** ].*
3. *Etc.*



*Example findings:*

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

**Motion to recommend denial:**

I move we forward a recommendation for denial to the County Commission for File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. **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: Applicant-Proposed Draft Development Agreement.

Exhibit B: Supplemental Application Information.



## Exhibit A: Applicant-Proposed Draft Development Agreement

*On following pages.*



AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR  
THE WOLF CREEK RESORT FOR PARCEL #22-021-0142

This AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR THE WOLF CREEK RESORT FOR PARCEL #22-021-0142 (the "Amendment"), is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company ("SMHG"), and WEBER COUNTY, a body politic in the State of Utah ("**County**"). SMHG and County are collectively referred to as the "Parties."

RECITALS

A. County and Wolf Creek Properties, L.C., a Utah limited liability company ("Original Developer"), entered into that certain Zoning Development Agreement dated October 11, 2002 and recorded in the Official Records of Weber County on October 22, 2002 as Entry No. 1883524, as amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort, recorded in the Official Records of Weber County on December 4, 2015 as Entry No. 2768159, and by that certain Second Amendment to Weber County Zoning Development Agreement for the Wolf Creek Resort ("Second Amendment"), recorded in the Official Records of Weber County on July 5, 2016 as Entry No. 2802028.

B. Density entitlements for the Resort have been assigned to the parcels within the Resort (each a "Development Parcel") as contemplated by the Development Agreement and in accordance with County's land use code.

C. SMHG is the owner and developer of the Wolf Barn parcel #22-021-0142 ("Wolf Barn Parcel"). The Wolf Barn Parcel has assigned density entitlements for 0 units. See **Exhibit A** for legal description and Parcel Map.

D. SMHG plans to develop a bus terminal, support structures, parking lot, and consider adjacent property easements and utility improvements under the current AV-3 zoning designation. No density allocation is needed to develop these uses.

E. The Parties intend that development of the Wolf Barn Parcel pursuant to this Amendment will result in planning and transit benefits to the County and its residents by, among other things, allowing development of the Wolf Barn Parcel as a bus and transit hub with parking and support for recreational uses.



F. SMHG desires to improve the appearance of the Wolf Barn Parcel and create a more pleasant visual setting for the site by adding landscaping and design elements that better fit the valley resort area conditions. New facilities shall mimic traditional agrarian forms, similar to barns and outbuildings as set forth in **Exhibit B**.

G. The County acknowledges that keeping recreation on-site or moving recreation activities off-site with a donation to local parks are both acceptable solutions for meeting the recreation standard per the intent of the Development Agreement and zoning.

H. This Amendment sets forth matters regarding permitted uses, site layout and improvement development, approval of a landscape plan, lighting, and recreational uses.

**NOW THEREFORE**, for good and valuable consideration the sufficiency of which the Parties acknowledge the Parties agree as follows:

#### AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Amendment as if fully set forth in the body of this Amendment.

2. Term. The term of this Agreement (the “Term”) begins on execution and will expire on December 31, 2030, unless Developer has satisfied the following milestones:

- Commencement of the Improvements no later than October 1, 2028 (e.g., issuance of a building permit and commencement of vertical construction); and
- Substantial Completion of the Improvements no later than December 31, 2030, subject to Force Majeure and documented Governmental delay.
- If the foregoing milestones are not satisfied within the stated timeframes (as extended for Force Majeure/Governmental Delay), this Agreement automatically terminates, and any unexercised development/construction rights granted herein expire with no further effect.

3. Lot of Record Acknowledgement. The County hereby reaffirms that the Wolf Barn Parcel is a Lot of Record. This acknowledgement shall survive this Agreement.

4. Development Agreement and all Applicable Amendments Remain in Effect. This Amendment shall be considered supplemental to the Development Agreement. Except as expressly amended by this Amendment, the Development Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Amendment.

5. Permitted Uses. As set forth in attached **Exhibit C**, in addition to all uses authorized by Weber County Code, the Development Agreement and Amendments, the



following non-exhaustive list of uses is explicitly authorized as permitted uses for the Subject Property:

- Bus/Transit Terminal (with restrooms and storage)
- Up to 800 parking stalls
- Fencing (for trespass, site protection, and as part of landscaping plans)
- Storage/bus building & transit office with maintenance facilities
- Recreation uses and easements
- Public Utility improvements and infrastructure

6. Landscape Plan. Landscaping; Irrigation Contingency. The County approves the landscape plan attached as **Exhibit D** (the “Landscape Plan”). SMHG shall commence implementation of the Landscape Plan no later than October 1, 2028, and complete implementation no later than December 31, 2030; provided, however, that SMHG’s obligation to implement the Landscape Plan is expressly conditioned on SMHG obtaining a legally available and physically deliverable source of water for irrigation. SMHG shall use commercially reasonable best efforts to obtain such irrigation water, including applying to the service district and pursuing all other reasonably available avenues. If, despite such efforts, irrigation service is denied by the service district and no other reasonable source is available, SMHG shall not be in default for non-implementation of the Landscape Plan.

7. Dark Sky. SMHG shall minimize exterior lighting installed on the Wolf Barn Parcel by implementing the Weber County Land Use Code, Title 108, Chapter 16 – “Ogden Valley Outdoor Lighting”.

8. Recreational Use. The parties acknowledge that the portion of the Wolf Barn Parcel designated in **Exhibit E** (the “Back Portion”) is currently used as recreational cycling pump track which will be improved and enhanced as part of the Landscaping Plan (the “Recreational Use”). If SMHG elects to change the Recreational Use for any reason, then SMHG will donate Twenty-five Thousand Dollars (\$25,000) to the Ogden Valley Parks Service Area (including any successor entity, “OVPSA”) to be used in the OVPSA’s discretion for other park or recreational projects solely within Ogden Valley.

*[Signatures appear on the following pages]*



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated \_\_\_\_ day of \_\_\_\_\_, 2025

WEBER COUNTY, UTAH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF WEBER            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is the \_\_\_\_\_ of WEBER COUNTY, UTAH.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated \_\_\_\_ day of \_\_\_\_\_, 2025

SUMMIT MOUNTAIN HOLDING GROUP, LLC a Utah limited liability company

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

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

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

STATE OF UTAH                    )  
                                              : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is the \_\_\_\_\_ of WEBER COUNTY, UTAH.

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

Residing at \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



**EXHIBIT A**  
Legal Description



Beginning at a point on the West line of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian, said point being South 00°21'35" West 303.60 feet along the Section line from the Northwest corner of said Section 27; thence as follows: South 00°21'35" West 1648.55 feet along the Section line; thence South 89°38'25" East 514.00 feet; thence North 16°42'35" East 436.00 feet; thence North 66°40'35" East 251.83 feet; thence South 21°51'00" East 21.84 feet; thence North 66°19'00" East 14.59 feet; thence South 21°06'00" East 1577.00 feet; thence North 69°23'00" East 1233.44 feet to the West right-of-way line of a county road; thence the following ten courses along said right-of-way. North 00°01'20" East 261.46 feet to a tangent curve to the left; thence Northwesterly 252.59 feet to along said curve to a tangent line ( $r=444.46'$   $\Delta=32^{\circ}33'42''$   $t=129.81'$   $ch=249.20'$   $chb=\text{North } 16^{\circ}15'31'' \text{ West}$ ); thence North 32°32'25" West 103.33 feet to a tangent curve to the left; thence Northwesterly 192.05 feet along said curve to a tangent line ( $r=1399.39'$   $\Delta=7^{\circ}51'48''$   $t=96.18'$   $ch=191.90'$   $chb=\text{North } 36^{\circ}28'19'' \text{ West}$ ); thence North 40°24'10" West 169.44 North 42°36'10" West 335.57 North 43°46'40" West 115.17 to a tangent curve the right; thence Northwesterly 115.73 to a tangent line ( $r=1468.39'$   $\Delta=4^{\circ}30'56''$   $t=57.89'$   $ch=115.70'$   $chb=\text{North } 41^{\circ}31'12'' \text{ West}$ ); thence North 39°15'40" West 409.77 feet thence North 82°30'25" West 34.06 feet leaving said right-of-way to a fence line; thence South 14°10'56" East 68.66 feet along said fence line; thence South 11°47'49" West 117.26 feet along a fence line; thence South 21°20'05" West 25.39 feet along a fence line; thence South 24°36'53" West 51.03 feet along a fence line; thence South 57°22'28" West 88.24 feet along a fence line; thence South 70°29'34" West 67.47 feet along a fence line; thence South 79°22'00" West 459.60 feet; thence South 75°37'56" West 8.51 feet; thence North 10°47'38" West 548.62 feet; thence North 05°59'21" West 104.55 feet; thence North 07°09'27" East 139.25 feet; thence North 76°28'25" West 870.49 to the point of beginning.

Less and excepting any portion with the Bowden Storage Subdivision (Book 70, Page 56) Also less and excepting any portion lying within the recorded subdivision plats of Mountain View Estates No. 6, recording in Book 56 at Page 004; Mountain View Estates No. 7, recorded in Book 58 at Page 005; Mountain View Estates No. 8, recorded in Book 60 at Page 005 and Mountain View Estates No. 9, recording in Book 61 at Page 067 of plats in the Weber County Recorder's Office.

Also less and excepting therefrom:

That portion of the Northwest Quarter of Section 27, 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 Northwest corner of said Section 27, thence South 89°07'33" East 202.25 feet along the Northerly line of said Section 27, thence South 00°00'00" East 323.14 feet to an existing fence and the point of beginning, thence South 76°39'20" East 466.04 feet along said



existing fence line, thence South 13°20'40" West 144.53 feet, thence South 67°26'07" East 232.46 feet, thence South 10°55'47" East 529.61 feet to the beginning of a curve concave Northwesterly having a radius of 87.31 feet, thence Southwesterly 166.04 feet along said curve through a central angle of 108°57'42", thence North 81°58'05" West 762.31 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet, thence Northwesterly 73.54 feet along said curve through a central angle of 84°16'06", thence North 02°18'01" East 506.77 feet to the beginning of a curve concave Easterly having a radius of 300.00 feet, thence Northerly 157.99 feet along said curve through a central angle of 30°10'25" thence North 32°28'26" East 174.22 feet to the point of beginning. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land and easements 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantors property that are feeding or receiving water from the pond located within 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. above described parcel of land, the approximate center line of the easement is depicted on the attached photo as a dotted line.

Also Less and excepting therefrom:

A part of the Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Beginning at the intersection of the West line of Said Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian at a point South 00°21'36" West 277.445 feet from said Northwest quarter of Section 27 and running thence South 76°39'25" East 209.63 feet; thence South 32°24'15" West 174.56 feet; thence along the arc of a 300.00 foot radius tangent curve to the left 157.99 feet, having a central angle of 30°10'26", with a Chord that bears South 17°23'14" West 156.17 feet; thence South 02°18'01" West 506.77 feet; thence along the arc of a 50.00 foot radius tangent curve to the left 73.54 feet, having a central angle of 84°16'16", with a chord that bears South 39°49'58" East 67.09 feet; thence South 81°58'05" East 762.31 feet; thence along the arc of a 87.31 foot radius tangent curve to the left 124.96 feet, having a central angle of 82°00'18", with a chord that bears North 57°01'34" East 114.57 feet; thence South 19°00'59" East 68.23 feet; thence South 78°13'23" West 95.95 feet; thence North 81°58'05" West 879.98 feet to the West line of said Northwest quarter; thence along said West line North 00°21'36" East 907.99 feet to the Point of Beginning.



Also less and excepting therefrom:

A part of the Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point South 00°21'36" West 433.41 feet and East 658.50 feet from the Northwest corner of Said Section 27 and running thence South 76°39'25" East 195.08 feet; thence South 05°58'10" West 139.25 feet; thence South 07°21'03" East 46.70 feet; thence North 67°26'07" West 232.46 feet; thence North 13°20'40" East 144.53 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Beginning at a point on the Northwesterly line of Mountain View Estates No.9 Subdivision, as recorded in the Office of the Weber County Recorder, said point being South 16°01'51" West along said Northwesterly line 30.53 feet from the Northwesterly corner of Lot 48, of Said subdivision, said point also being North 00°21'48" East along the Section line 1102.73 feet and East 618.72 feet from the West quarter corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said subdivision the following two courses: 1) South 16°01'51" West 403.76 feet, more or less, 2) South 23°33'25" East 0.67 feet, more or less; thence South 85°00'00" West 203.97 feet; thence North 01°05'43" West 230.73 feet; thence North 43°24'03" East 45.78 feet; thence North 63°37'28" East 320.77 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Beginning at a point on the Easterly line of Mountain View Estates No.6 Subdivision as recorded in the Office of the Weber County Recorder, said point being South 89°35'04" East along the Section line 1523.52 feet and North 2455.90 feet from the Southwest corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian and running thence along said Easterly line the following three courses: 1) North 29°14'59" West 5.44 feet, 2) South 82°19'05" West 15.75 feet, 3) North 24°05'32" West 123.99 feet to the Southeasterly corner of Mountain View Estates No.7 Subdivision, as recorded in the Office of the Weber County Recorder; thence North 22°58'57" West along the Easterly line and line extended of said Mountain View Estates No.7 Subdivision a distance of 237.37 feet to a point on the Easterly line of Mountain View Estates No.8 Subdivision, as recorded with the Office of the Weber County Recorder; thence North 20°32'25" West 88.89 feet to the Southeasterly corner of Mountain View Estates No.9 Subdivision, as recorded in the Office of 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may



be in electronic form. the Weber County Recorder; thence North 20°33'47" West along the Easterly line of said Mountain View Estates No.9 subdivision a distance of 327.64 feet; thence North 68°17'28" East 660.32 feet; thence South 21°04'29" East 712.09 feet; thence North 69°39'59" East 587.18 feet to a point on the Westerly right of way line of Wolf Creek Drive; thence South 00°01'20" West along said right of way line 96.01 feet to the Northeast corner of Irene Ogden Subdivision No., as recorder in the Office of the Weber County Recorder; thence South 69°39'59" West along said Northerly line and line extended 1186.19 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Part of the West ½ of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian at a point 714.0 feet North and 514.0 feet from the West quarter corner of said Section 27 and running thence South 23°30'00" East 1217.4 feet; South 68°28'25" West 298.43 feet South 69°23'00" West 118.18 feet; thence North 22°55'00" West 600.71 feet; thence North 20°00'00" East 85.20 feet and North 08°39'00" West 619.10; thence North 85°00'00" West 203.15 feet to the Point of Beginning.

Also Less and Excepting therefrom:

A part of the West half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on the West line of Said Section being located at a point South 00°21'13" East 111.70 feet from the West quarter corner of said Section 27 and running thence along the West line of said Section 27, North 00°21'13" East 111.70 feet to said West quarter corner; thence along the West line of said Section 27, North 00°21'36" East 680.92 feet; thence North 87°06'30" East 307.15 feet; thence South 08°03'45" East 623.10 feet; thence South 13°20'13" West 84.68 feet; thence South 23°02'15" East 595.14 feet; South 68°34'56" West 532.89 feet; thence North 123.07 feet; thence North 03°02'24" West 510.60 feet; thence North 89°38'47" West 89.32 feet to the Point of Beginning.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.9 Subdivision.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.8 Subdivision.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.7 Subdivision.

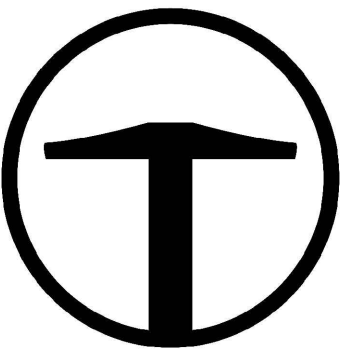


Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.6 Subdivision

Also Less and Excepting any portion lying within the right of way line of Wolf Creek Drive



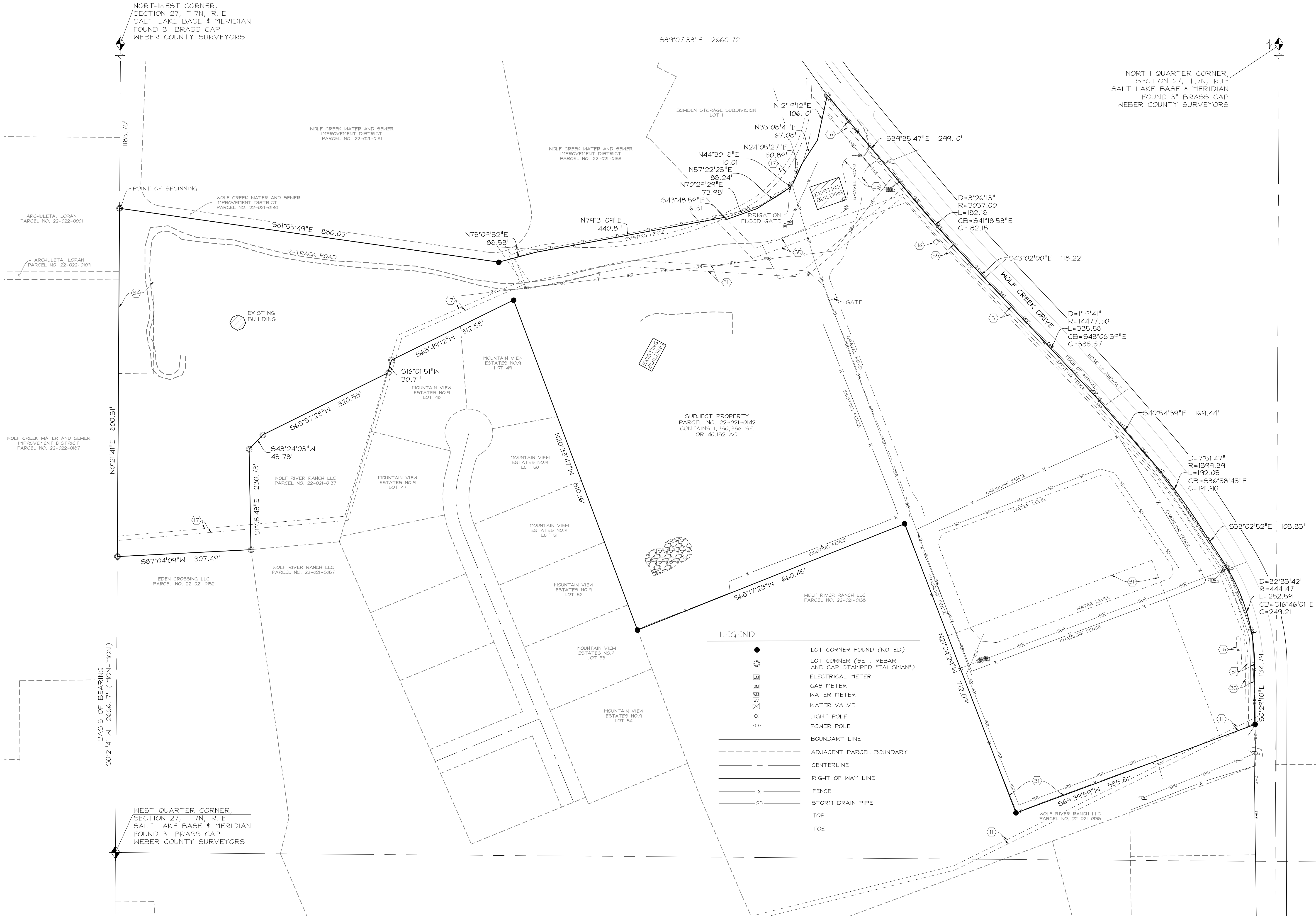
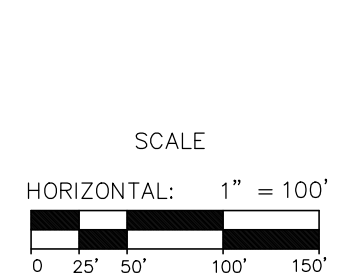
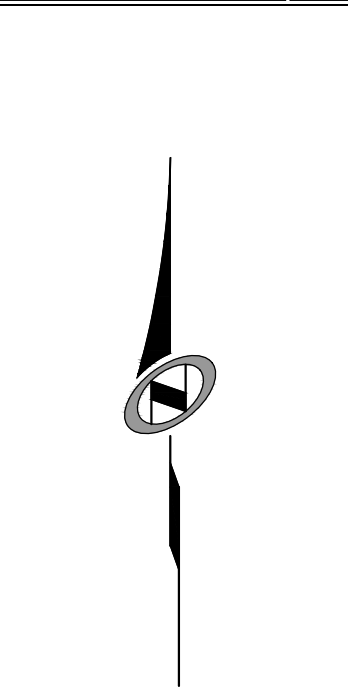
ALTA/NSPS LAND TITLE SURVEY  
NORTHWEST 1/4 OF SECTION 27, T.7N., R.1E., SLB#1M  
AUGUST 2025



TALISMAN  
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SALT LAKE CITY, UT 84115  
801.743.1300

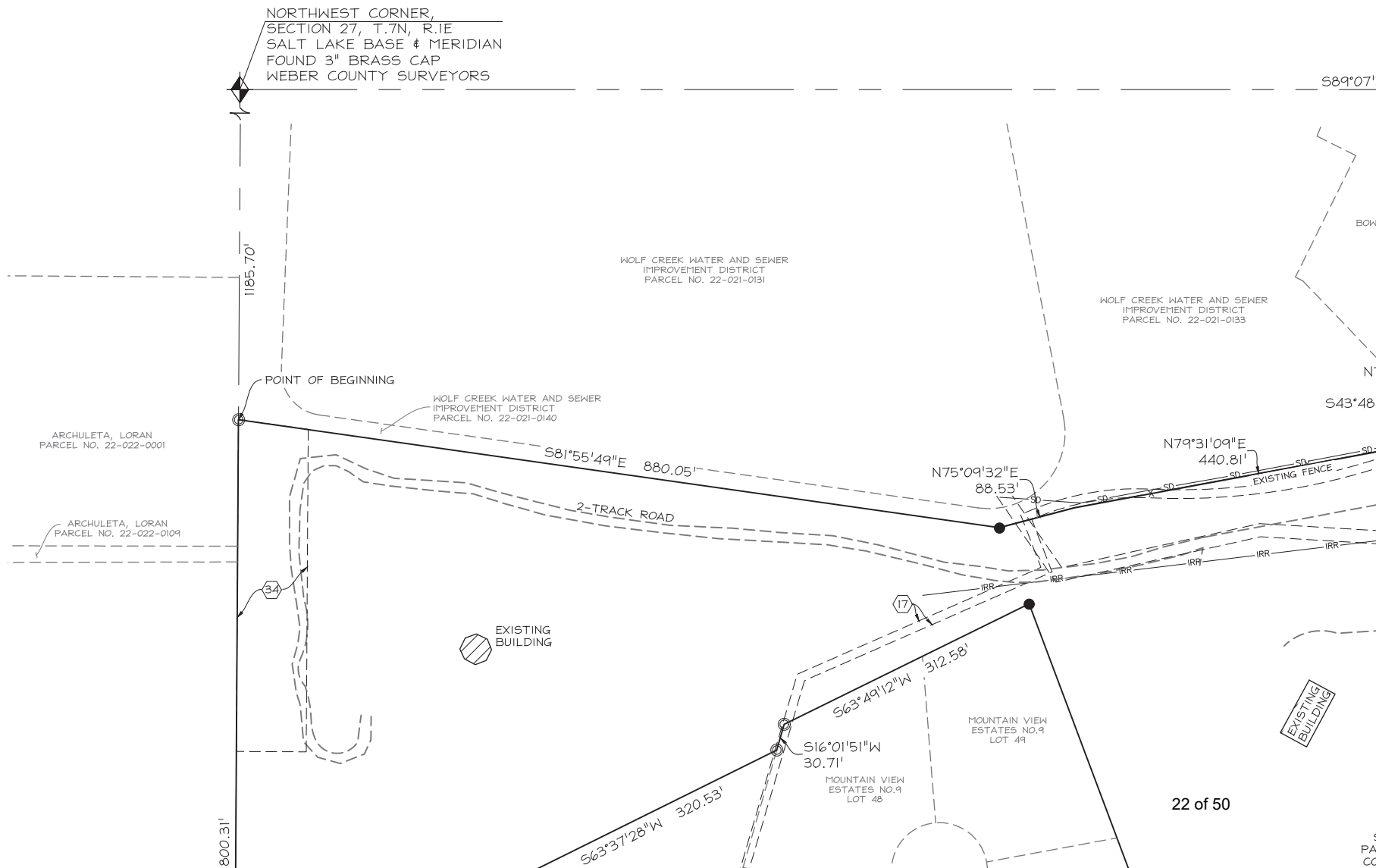
| REVISIONS | DATE | BY | NO. |
|-----------|------|----|-----|
|           |      |    |     |
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|           |      |    |     |
|           |      |    |     |
|           |      |    |     |

ALTA/NSPS SURVEY  
PARCEL NO. 22-021-0142  
ADDRESS UNASSIGNED, EDEN, UTAH  
DATE SUBMITTED: 2025-08-11  
TCC JOB NUMBER: 25-220.07

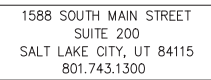
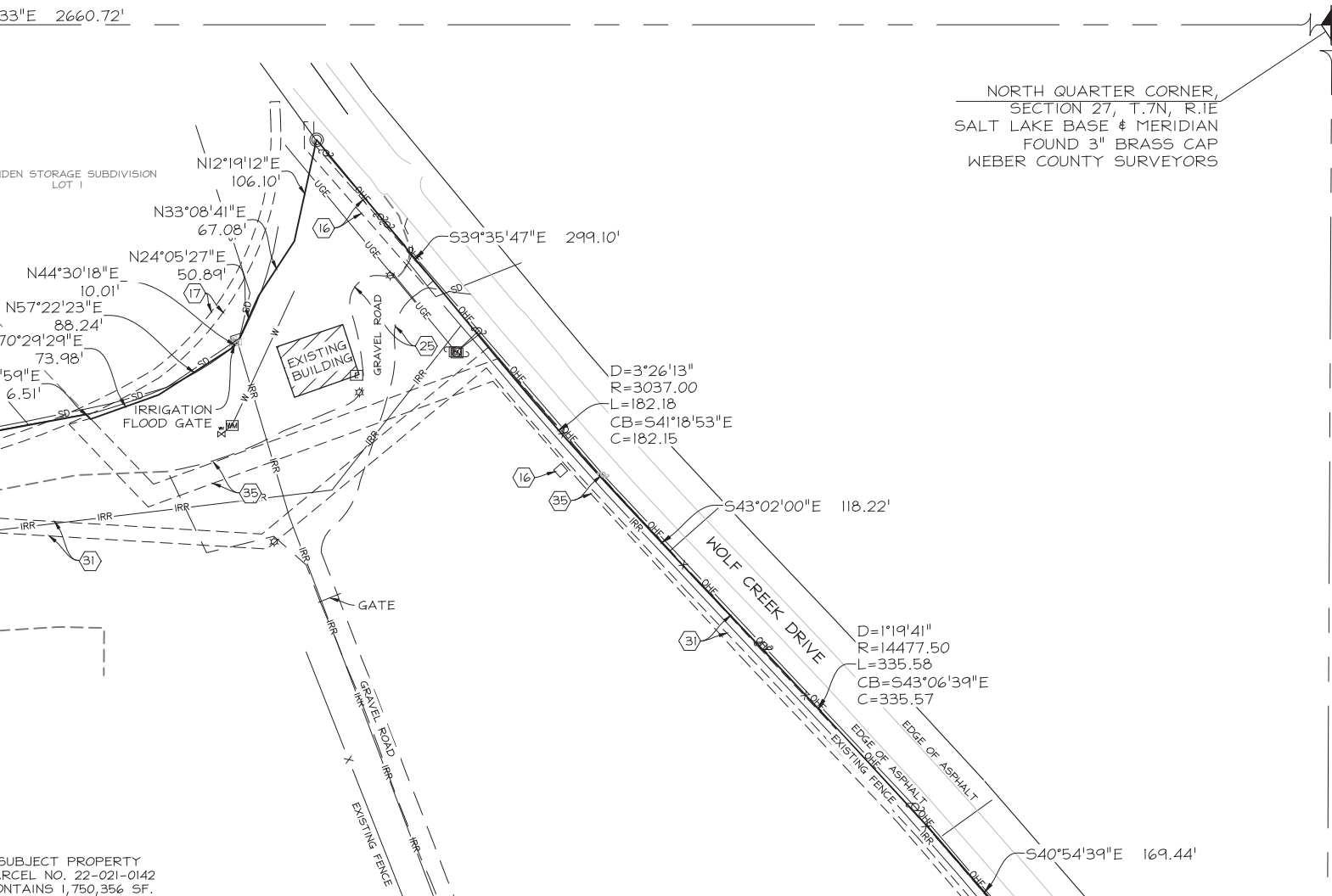




ALTA/NSPS LAND TITLE  
NORTHWEST 1/4 OF SECTION 27  
AUGUST 2025





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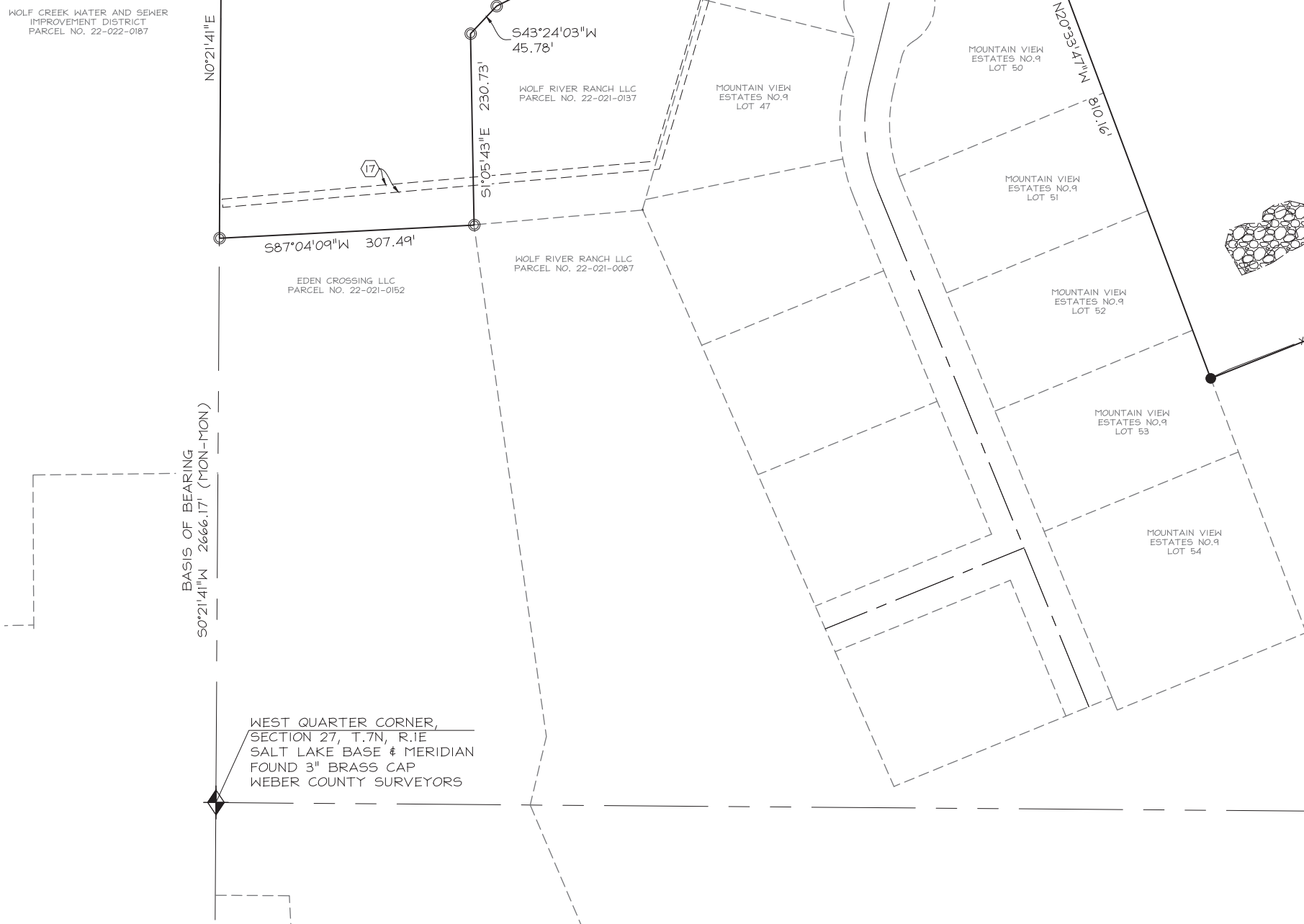
# SURVEY

22-021-0142

23 of 5

DATE SUBMITTED: 2025-08-11







016

LEGEND

|           |                                                    |
|-----------|----------------------------------------------------|
| ●         | LOT CORNER FOUND (NOTED)                           |
| ○         | LOT CORNER (SET, REBAR AND CAP STAMPED "TALISMAN") |
| EM        | ELECTRICAL METER                                   |
| GM        | GAS METER                                          |
| WM        | WATER METER                                        |
| WV        | WATER VALVE                                        |
| ☆         | LIGHT POLE                                         |
| ⦿         | POWER POLE                                         |
| —         | BOUNDARY LINE                                      |
| - - -     | ADJACENT PARCEL BOUNDARY                           |
| - · - · - | CENTERLINE                                         |
| - - - - - | RIGHT OF WAY LINE                                  |
| - X -     | FENCE                                              |
| - SD -    | STORM DRAIN PIPE                                   |
|           | TOP                                                |
|           | TOE                                                |

WOLF RIVER RANCH LLC  
PARCEL NO. 22-021-0138

WOLF RIVER RANCH LLC  
PARCEL NO. 22-021-0138

D=7°51'47"  
R=1399.39  
L=192.05  
CB=S36°58'45"E  
C=191.90

D=32°33'42"  
R=444.47  
L=252.59  
CB=S16°46'01"E  
C=249.21

ALTAINSPS  
PARCEL NO. 22-021-0138  
ADDRESS UNASSIGNED

TCC JOB NUMBER: 25-220.07



SCALE

HORIZONTAL: 1" = 100'



SHEET NUMBER

2

2 OF 2



**EXHIBIT B**  
Design Aesthetic





# POWDER

## WOLF BARN PARCEL

### DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

NEW FACILITIES WILL MIMIC TRADITIONAL AGRARIAN FORMS SIMILAR TO BARNs AND OUTBUILDINGS. STRATEGIC LANDSCAPING AND BERMING WILL BE USED THROUGHOUT THE SITE, WITH PARTICULAR CARE GIVEN TO AREAS VISIBLE FROM NEARBY RESIDENCES TO ENSURE A VISUALLY PLEASING AND RESPECTFUL INTEGRATION WITH THE SURROUNDING COMMUNITY.





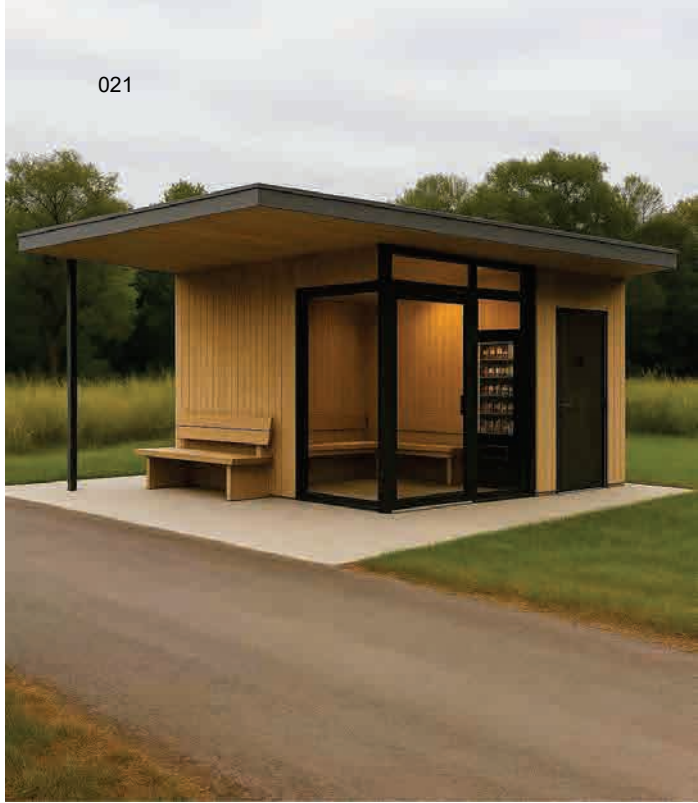








021



# POWDER WOLF BARN PARCEL DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

NEW FACILITIES WILL MIMIC TRADITIONAL  
SIMILAR TO BARN AND OUTBUILDINGS  
LANDSCAPING AND BERMING WILL BE U  
SITE, WITH PARTICULAR CARE GIVEN TO  
NEARBY RESIDENCES TO ENSURE A VIS  
RESPECTFUL INTEGRATION WITH THE S





AL AGRARIAN FORMS  
S. STRATEGIC  
USED THROUGHOUT THE  
O AREAS VISIBLE FROM  
SUALLY PLEASING AND  
SURROUNDING COMMUNITY.





**EXHIBIT C**  
Permitted Uses



EXISTING PUBLIC UTILITY EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

PROPOSED GATE

STORAGE BARN  
ACCESSORY USE (8400 SF)

EXISTING RESERVOIR ACCESS EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

CONCRETE SLAB, OUTDOOR STORAGE AREA

DUMPSTER ENCLOSURE

EX. AV-3  
ZONE

STREAM  
WALKING PATH

WOLF CREEK

RESTORED  
PUMP TRACK

LANDSCAPE AND  
BERMING

STORAGE BARN  
SITE FENCE

PARKING LOT  
APPROXIMATELY 607 STALLS

STORMWATER  
BASINS TO RETAIN  
RUNOFF FROM  
PARKING LOT

ENTRY GATE

BUS PICK-UP AND  
DROP-OFF

BUS TERMINAL (1250 SF)

REPLACEMENT OF  
FORMER WOLF BARN

WOLF CREEK DRIVE

PROPOSED GATE

LANDSCAPE AND BERMING

EX. AV-3 ZONE

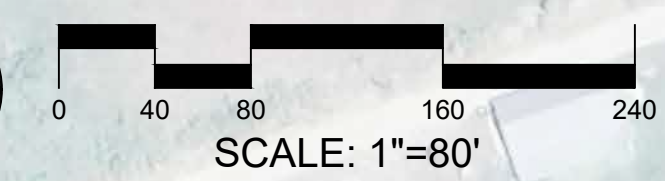
EXISTING GRAVEL  
ACCESS TO  
STORAGE POND

LANDSCAPE  
ENHANCEMENTS  
AROUND EXISTING  
STORAGE POND

EXISTING  
STORAGE  
POND

RESERVOIR EASEMENT FOR WOLF CREEK IRRIGATION COMPANY

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)



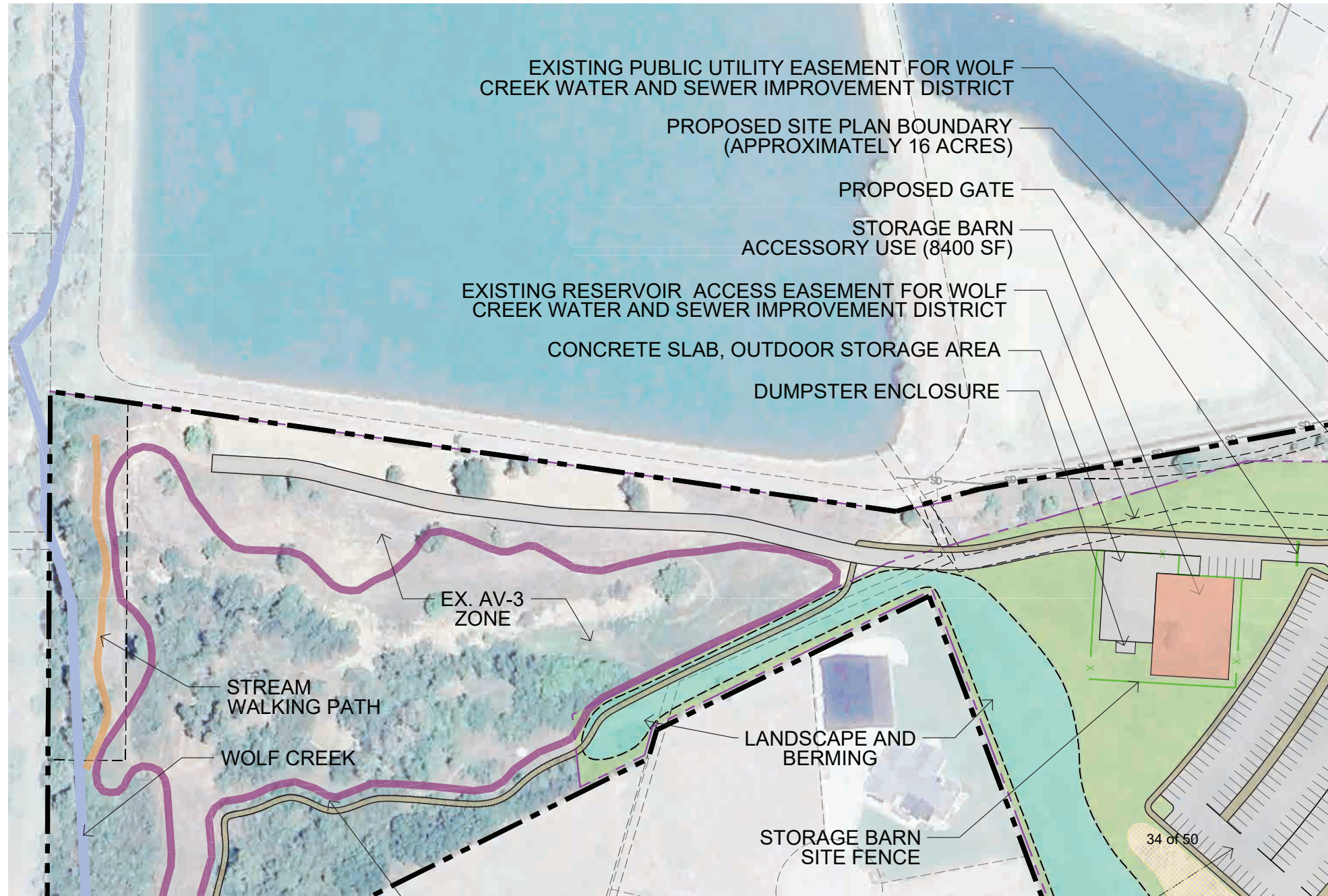
# POWDER

## WOLF BARN PARCEL

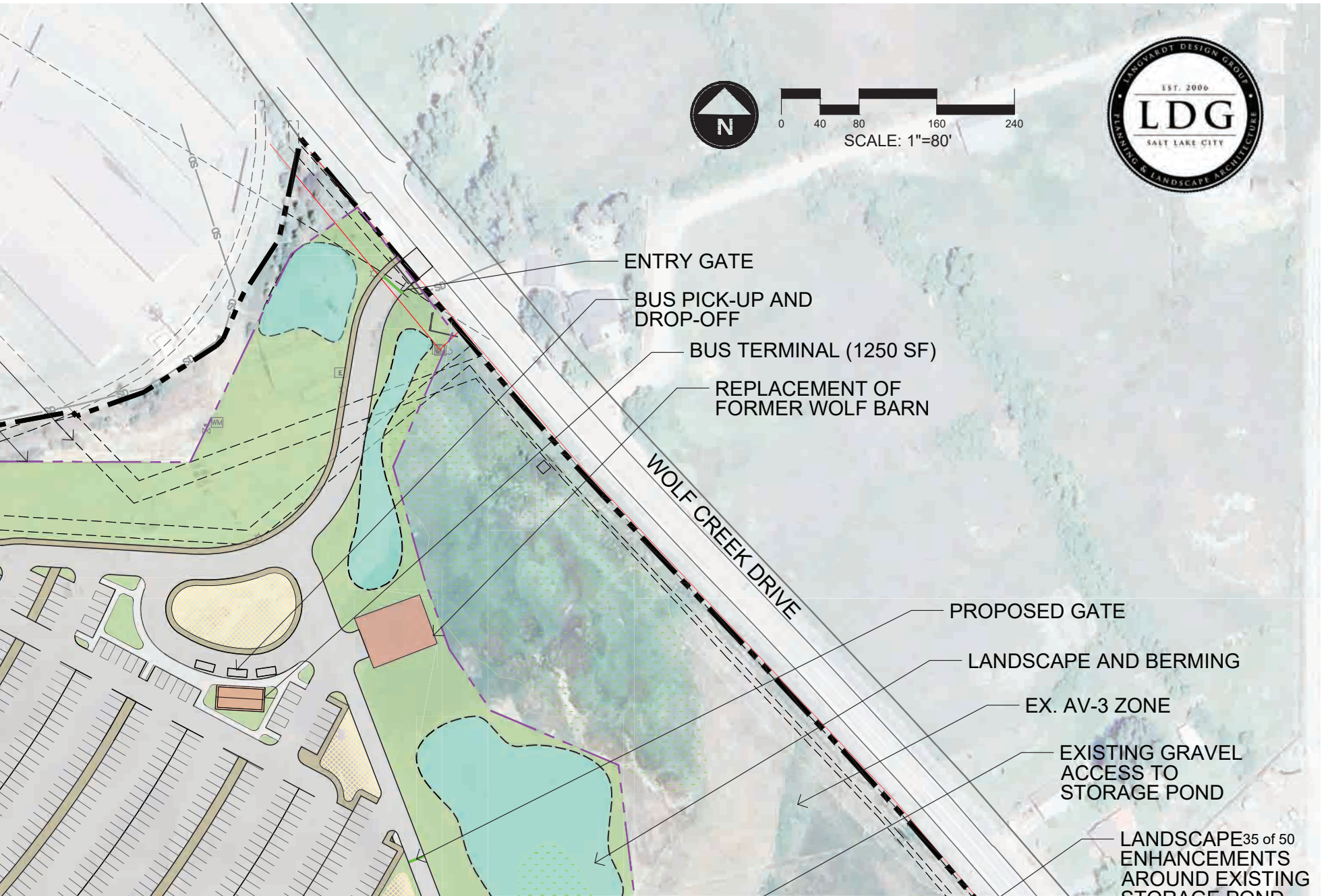
### SITE PLAN

MAP DATE: NOVEMBER 12, 2025











027

RESTORED  
PUMP TRACK

PARKING LOT  
APPROXIMATELY 607 STALLS

STORMWATER  
BASINS TO RETAIN  
RUNOFF FROM  
PARKING LOT

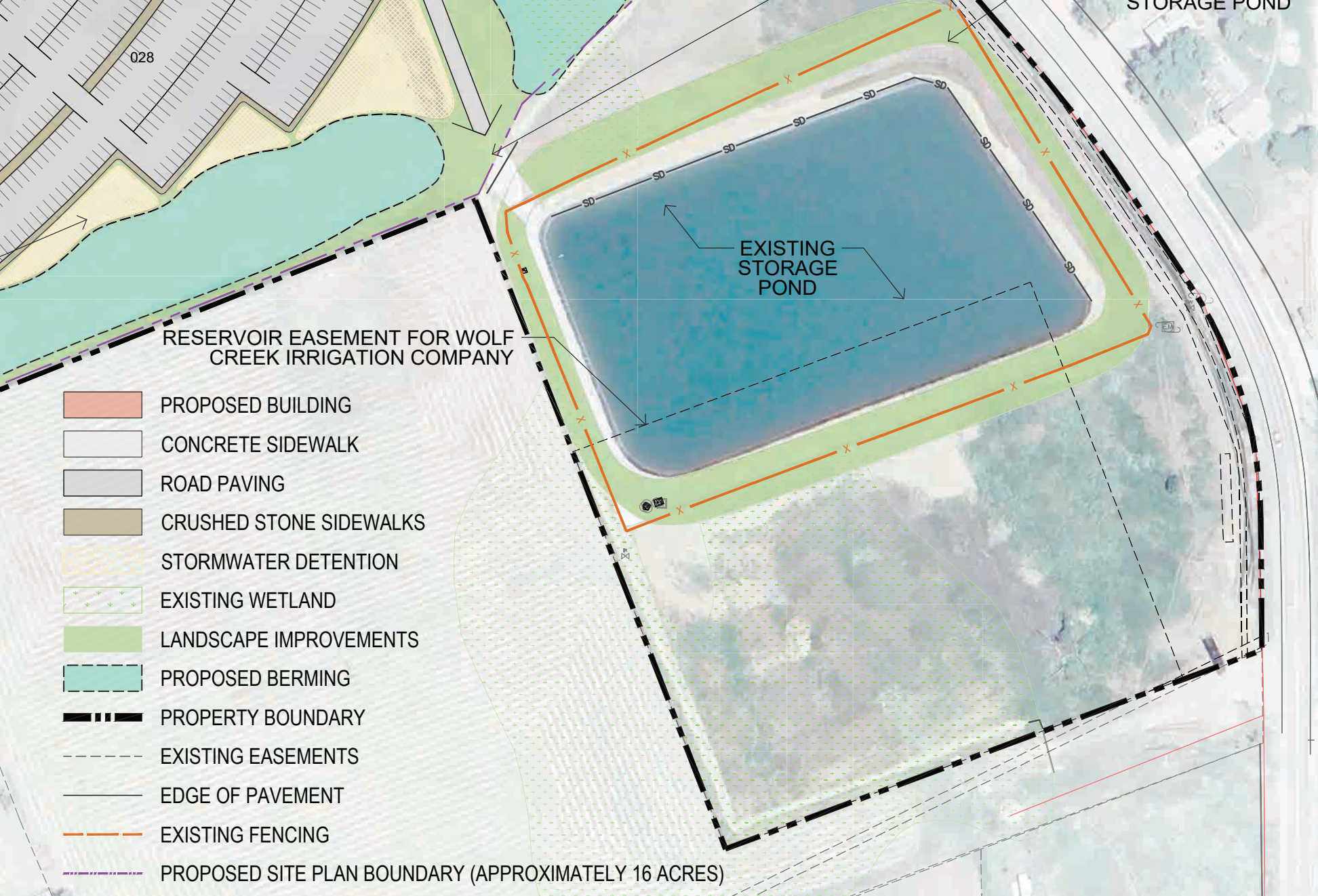
# POWDER

## WOLF BARN PARCEL

### SITE PLAN

MAP DATE: NOVEMBER 12, 2025



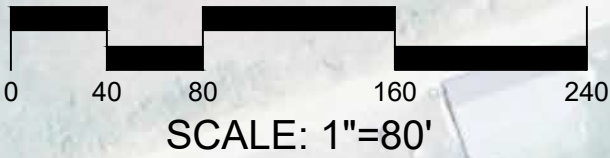




**EXHIBIT D**  
Landscape Plan



THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT



IRRIGATION & ESTABLISHMENT: PROVIDE TEMPORARY IRRIGATION TO ESTABLISH PLANTINGS DURING THE FIRST 2-3 GROWING SEASONS. AFTER ESTABLISHMENT, CONVERT TO SELECTIVE/LIMITED IRRIGATION ONLY AS NEEDED FOR PLANT HEALTH AND CODE COMPLIANCE. USE HIGH-EFFICIENCY SYSTEMS.

PLANT SCHEDULE

| SYMBOL                                                                                | CODE   | BOTANICAL / COMMON NAME                                                        | SIZE      | QTY     |            |
|---------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------|-----------|---------|------------|
| TREES                                                                                 |        |                                                                                |           |         |            |
|    | Pp     | Pinus edulis<br>Pinyon Pine                                                    | 10' Ht.   | 9       |            |
|    | Pm     | Prunus virginiana melanocarpa<br>Western Chokecherry                           | 2" Cal.   | 25      |            |
|    | Qm     | Quercus macrocarpa<br>Burr Oak                                                 | 15 gal.   | 10      |            |
|                                                                                       |        | SUBTOTAL:                                                                      |           | 44      |            |
| EVERGREEN TREES                                                                       |        |                                                                                |           |         |            |
|    | Pg     | Picea pungens 'Glaucous'<br>Colorado Blue Spruce                               | 2" Cal.   | 16      |            |
|                                                                                       |        | SUBTOTAL:                                                                      |           | 16      |            |
| SHRUBS                                                                                |        |                                                                                |           |         |            |
|    | Jf     | Juniperus chinensis 'Sea Green'<br>Sea Green Juniper                           | ---       | 106     |            |
|    | Pw     | Philadelphus lewisii<br>Wild Mock Orange                                       | ---       | 26      |            |
|   | Pf     | Pyracantha angustifolia<br>Firethorn                                           | ---       | 64      |            |
|  | Gl-5   | Rhus aromatica 'Gro-Low'<br>Gro-Low Fragrant Sumac                             | 5 gal.    | 24      |            |
|  | Wr-2   | Rosa woodsii<br>Woods Rose                                                     | 2 gal.    | 111     |            |
|  | Aw-2   | Salix purpurea 'Nana'<br>Dwarf Arctic Willow                                   | 5 gal.    | 13      |            |
|                                                                                       |        | SUBTOTAL:                                                                      |           | 344     |            |
| GRASSES                                                                               |        |                                                                                |           |         |            |
|  | Ck     | Calamagrostis x acutiflora 'Karl Foerster'<br>Karl Foerster Feather Reed Grass | 5 gal.    | 50      |            |
|  | Og-1   | Helictotrichon sempervirens<br>Blue Oat Grass                                  | 1 gal.    | 49      |            |
|                                                                                       |        | SUBTOTAL:                                                                      |           | 99      |            |
| PERENNIALS                                                                            |        |                                                                                |           |         |            |
|  | Rs-1   | Perovskia abrotanoides 'Prime Time'<br>Russian Sage                            | 1 gal.    | 11      |            |
|                                                                                       |        | SUBTOTAL:                                                                      |           | 11      |            |
| SYMBOL                                                                                | CODE   | BOTANICAL / COMMON NAME                                                        | SIZE      | SPACING | QTY        |
| GROUND COVERS                                                                         |        |                                                                                |           |         |            |
|  | Sm     | 3" Large Landscape Stone<br>See Landscape Details                              | 3"        |         | 3,246 sf   |
|  | Ns- hs | Native Revegetation Mix<br>Cabin Seed Mix from Granite Seed                    | Hydroseed |         | 410,542 sf |
|                                                                                       |        | SUBTOTAL:                                                                      |           |         | 413,788 sf |

EARTHEN BERM: INSTALL AN UNDULATING EARTHEN BERM ACROSS KEY FRONTAGES TO CREATE VISUAL INTEREST AND BUFFERING. HEIGHT: VARIABLE, NO FIXED DIMENSION (FINAL PROFILE TO BE SHAPED TO SITE CONDITIONS). BLEND BERMS INTO ADJACENT GRADES WITH SMOOTH TRANSITIONS.

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

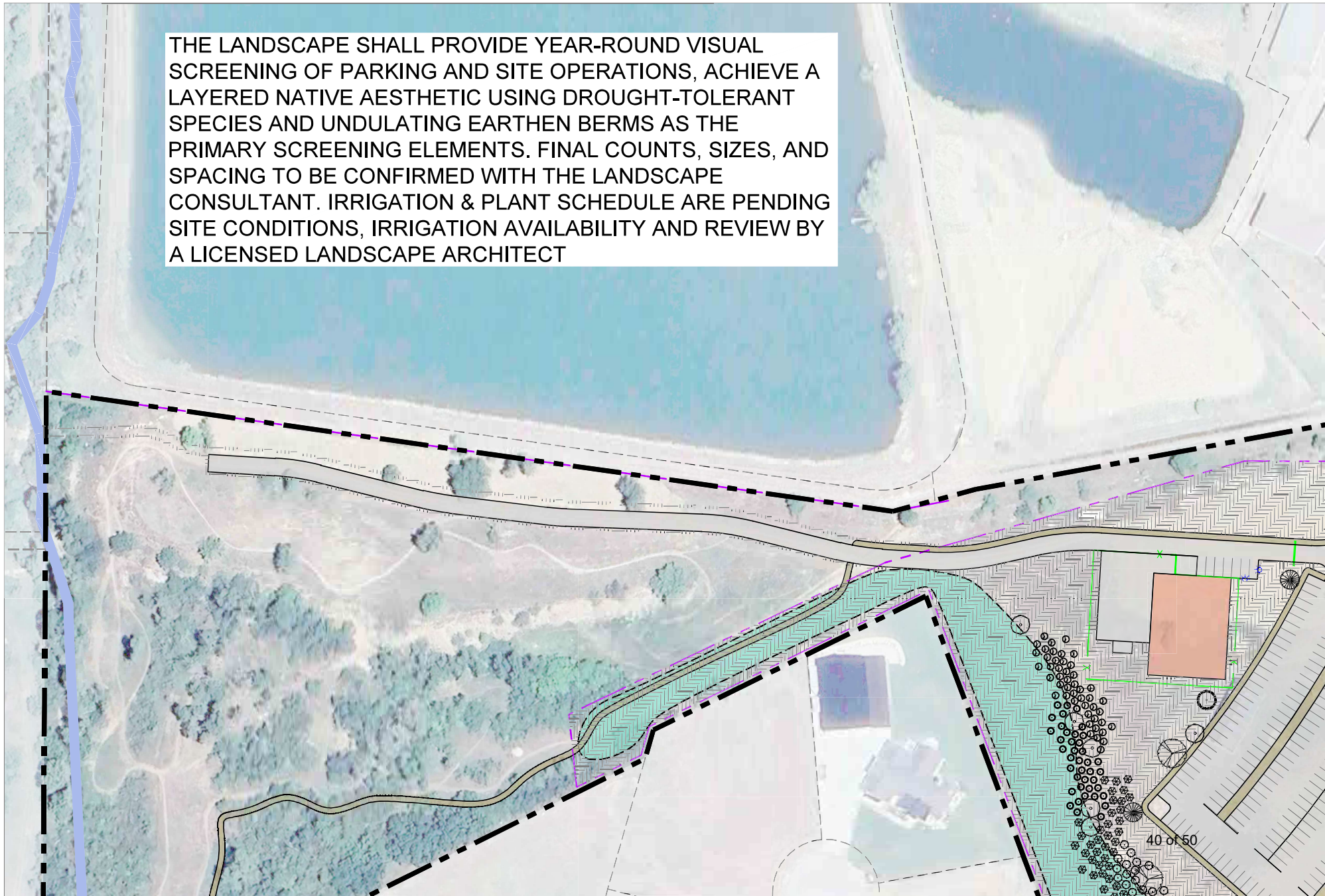
# POWDER WOLF BARN PARCEL

## LANDSCAPE PLAN

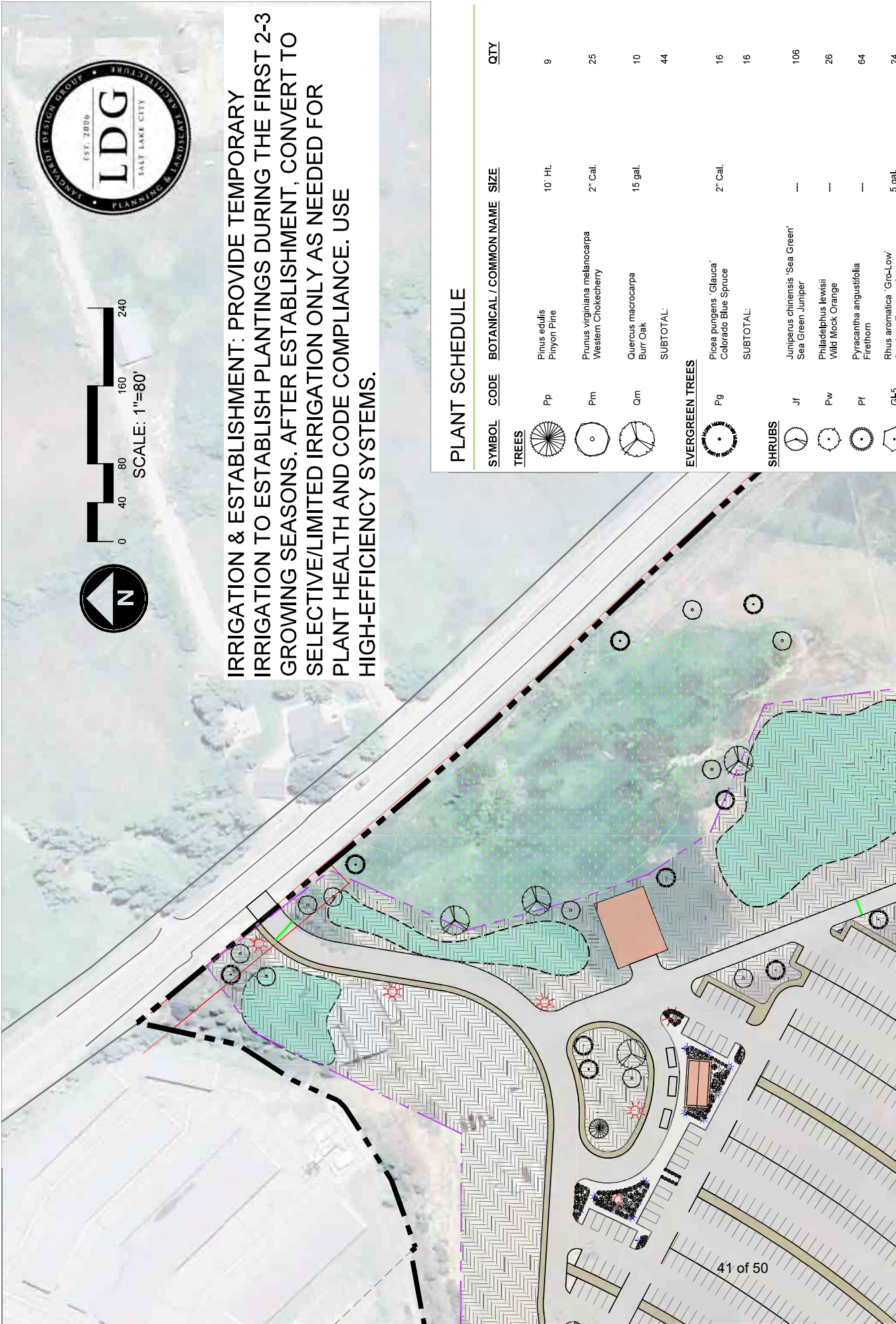
MAP DATE: NOVEMBER 12, 2025



THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT



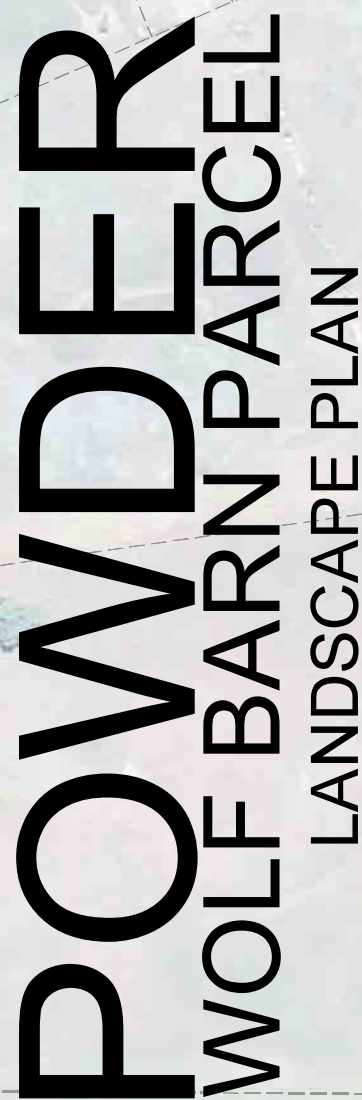






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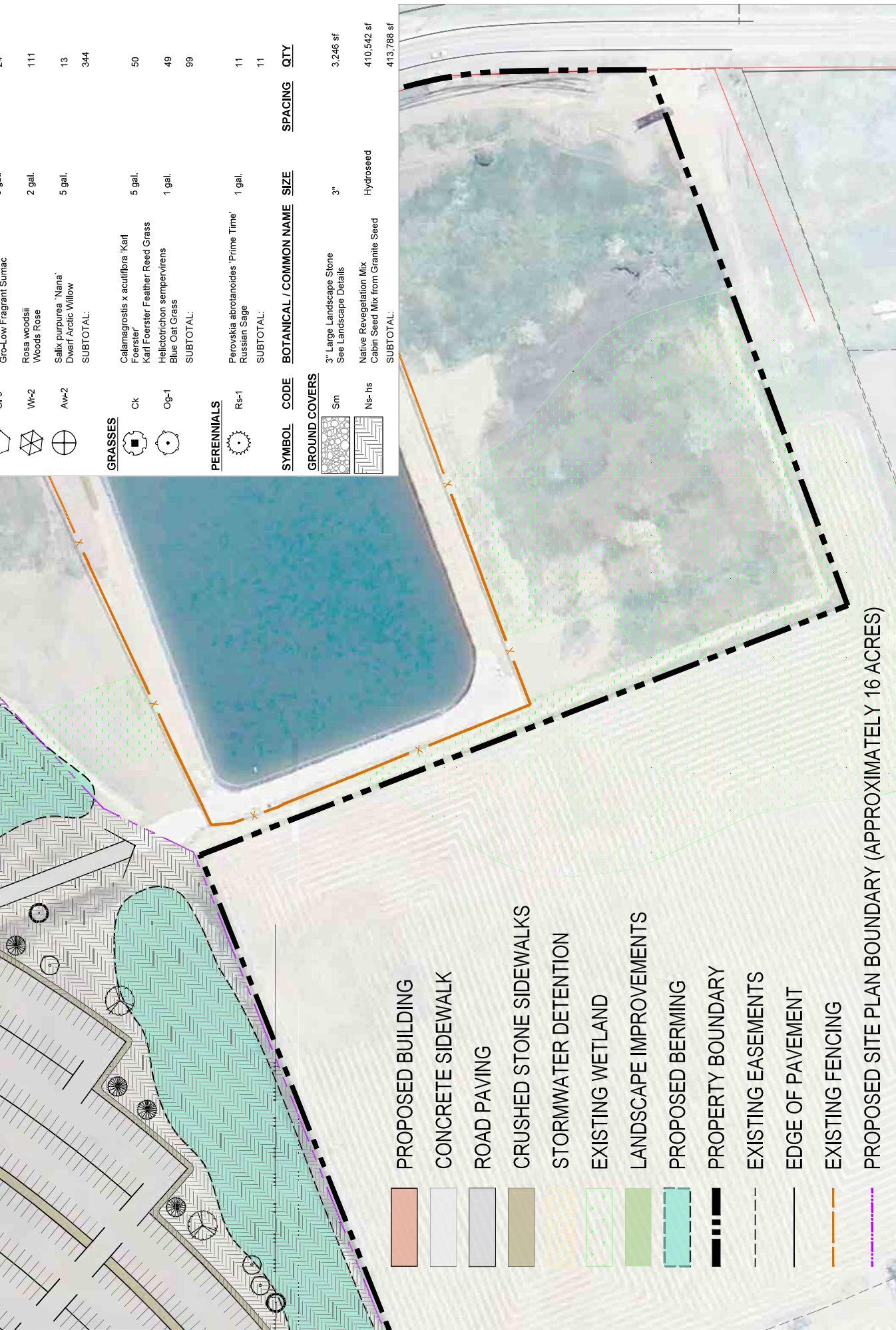
# POWDER

## WOLF BARN PARCEL

### LANDSCAPE PLAN

42 of 50

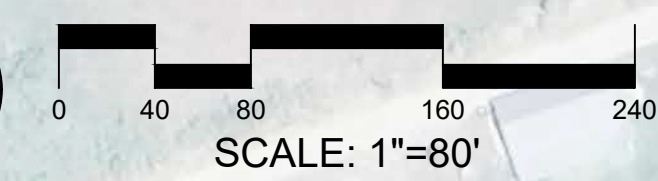
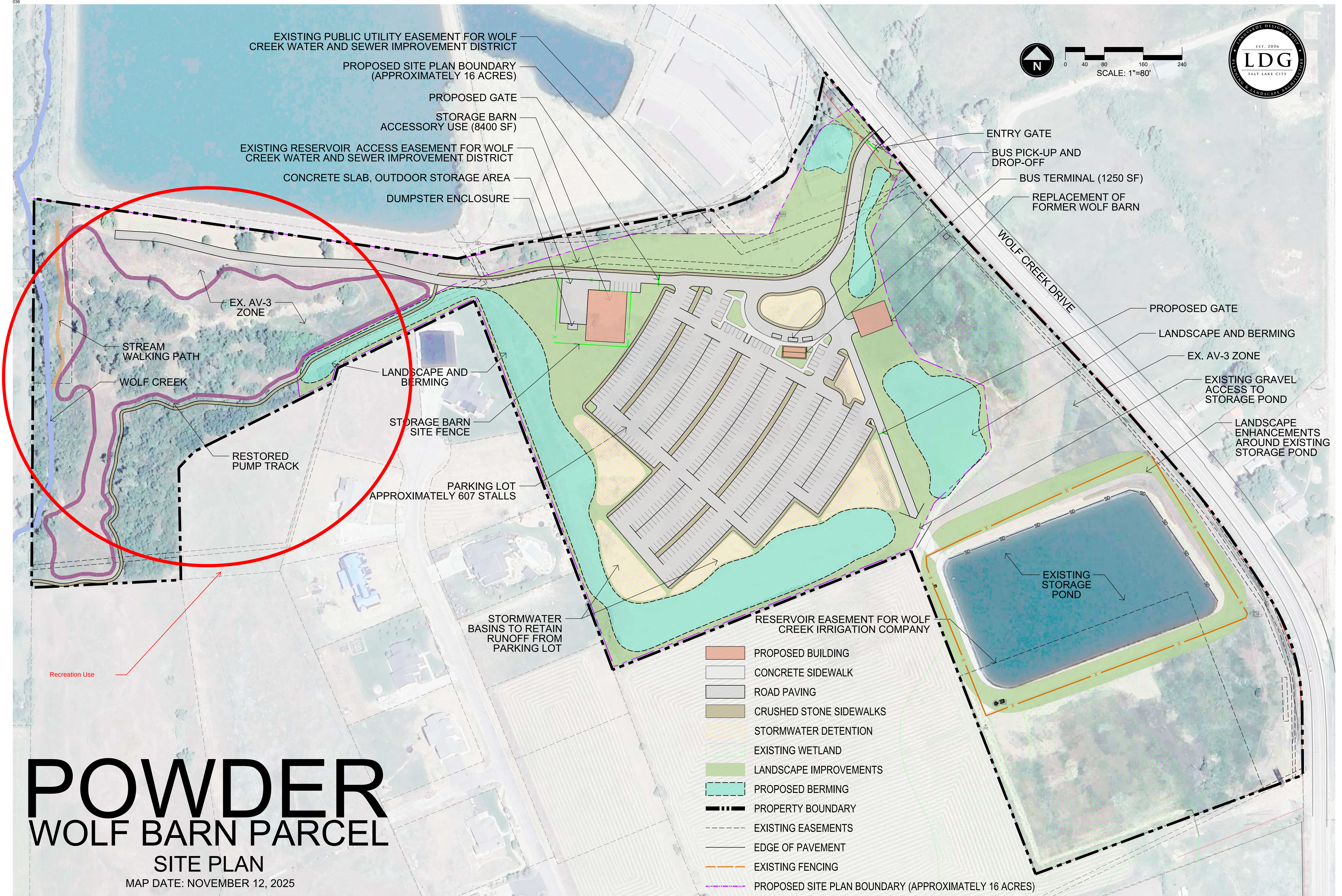




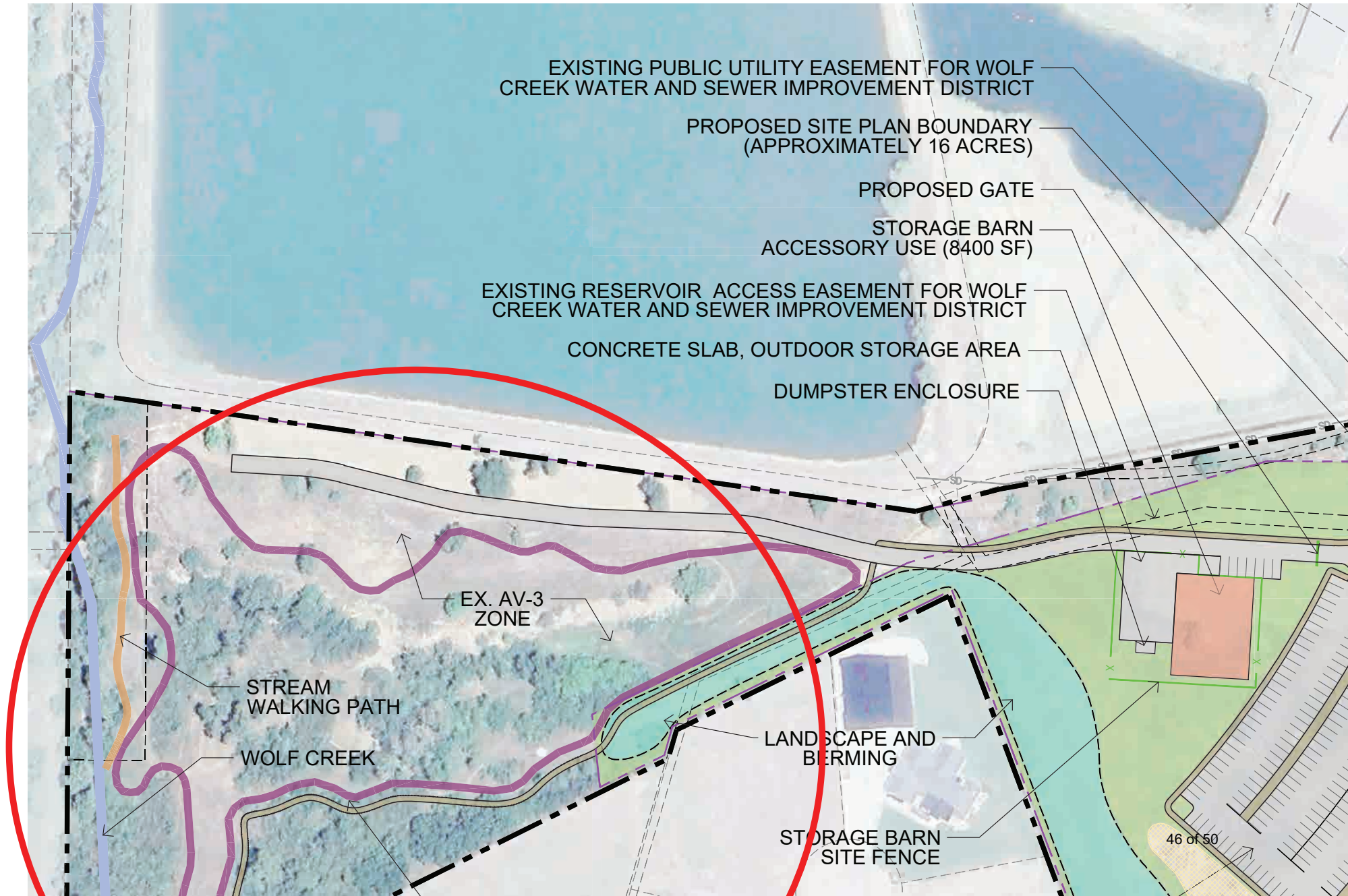


**EXHIBIT E**  
Recreational Use

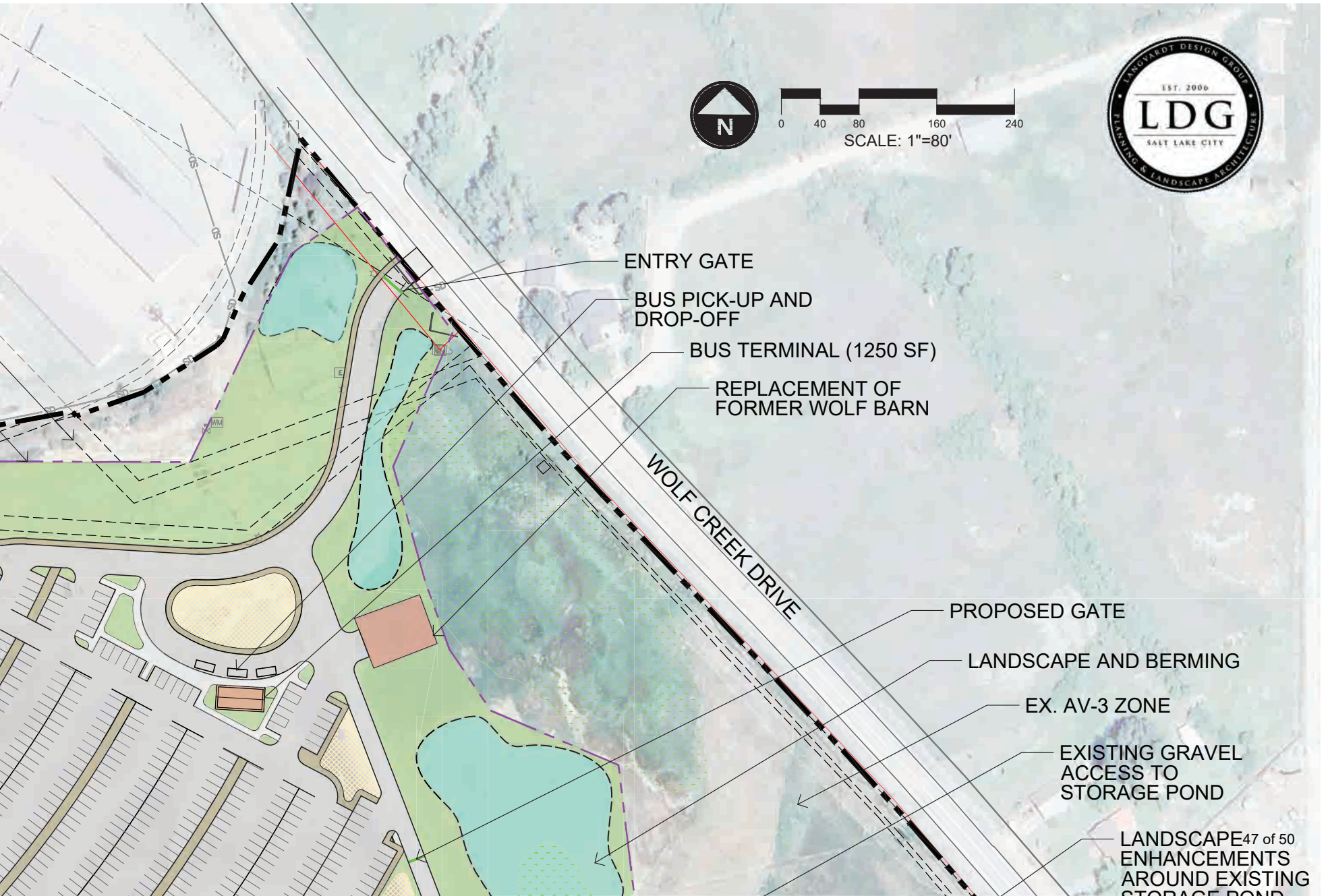




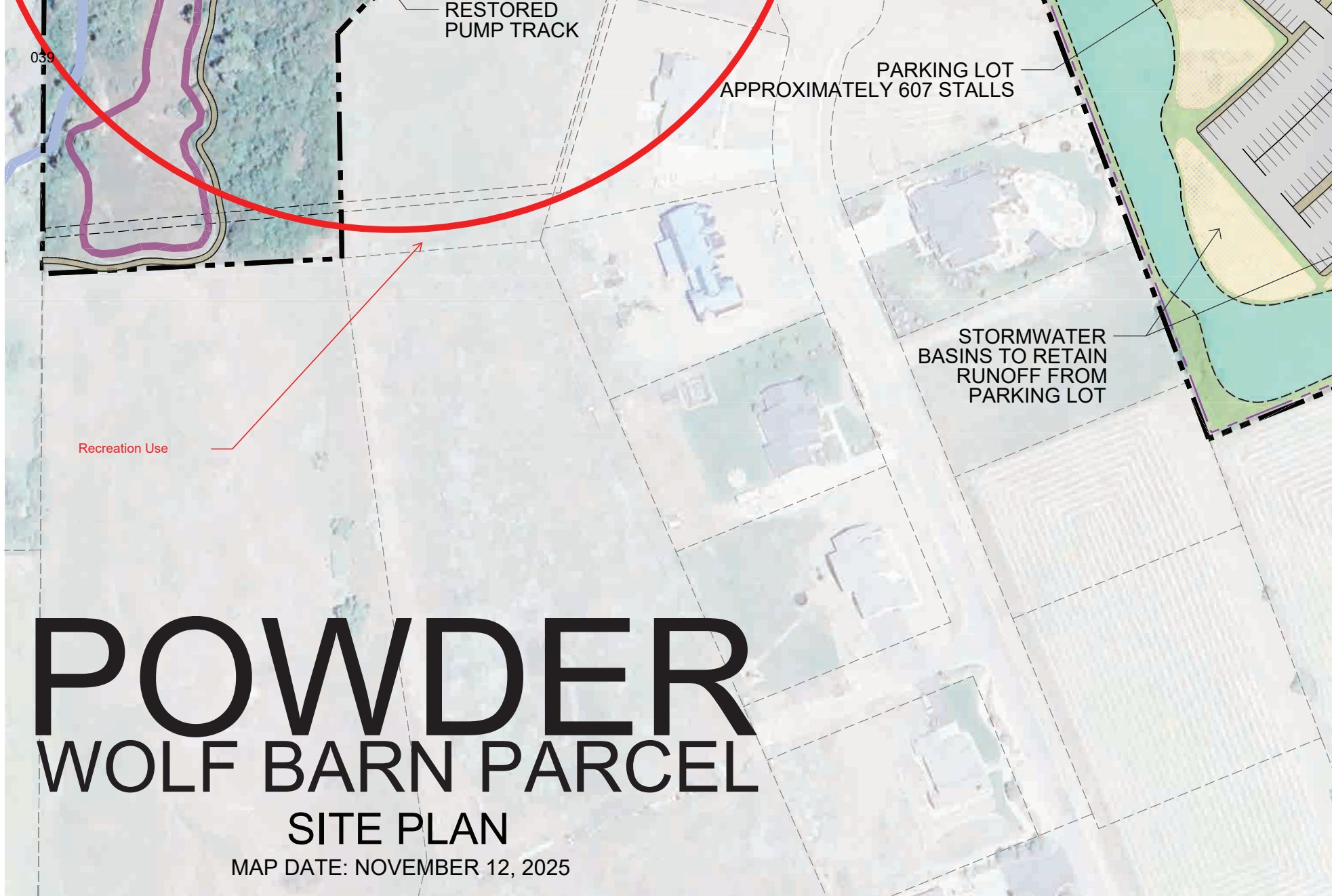




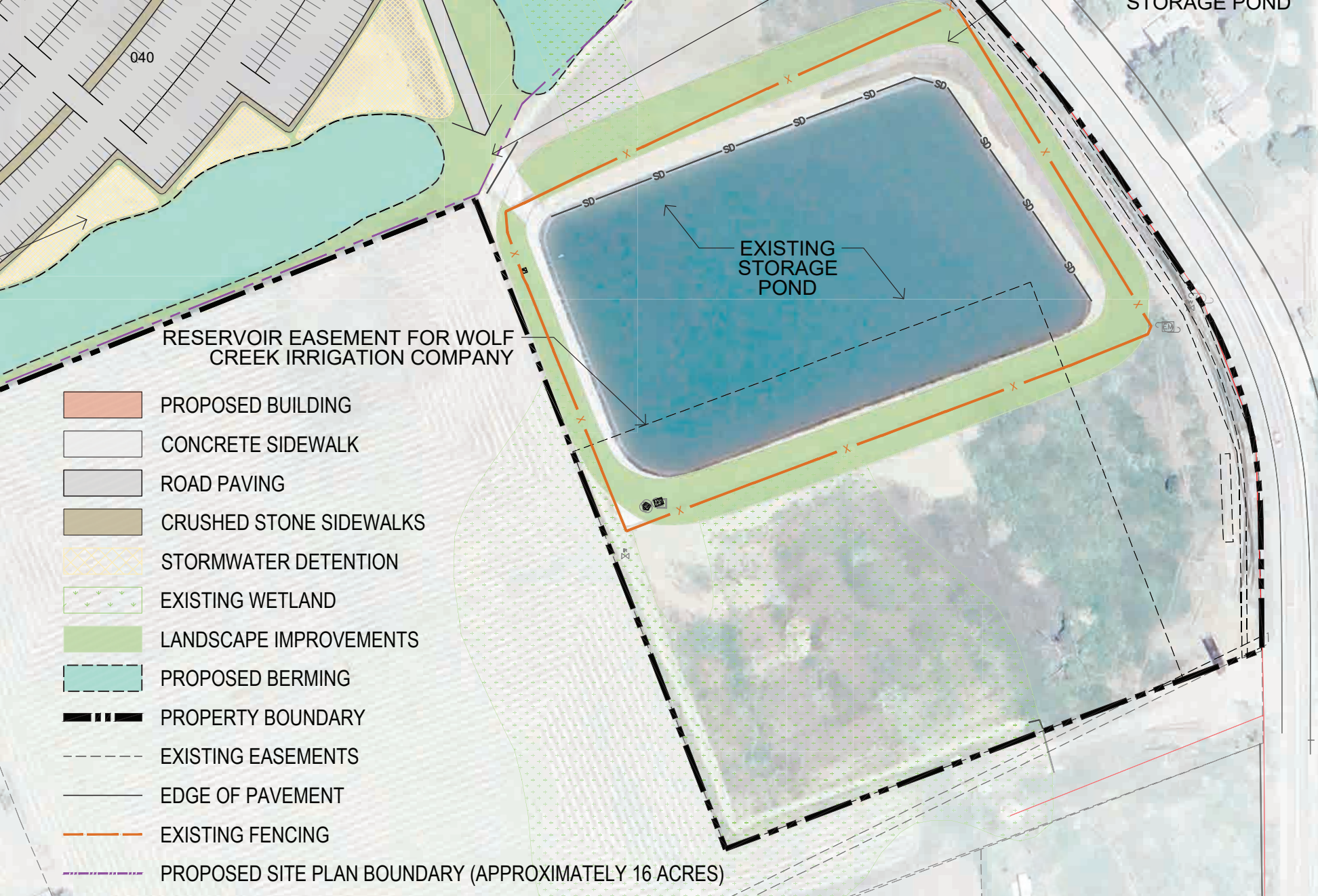
















November 12, 2025

Weber County Planning Commission  
c/o Weber County Planning Division  
2380 Washington Boulevard, Suite 240  
Ogden, Utah 84401

**Re: Request for Action on November 24, 2025, Planning Commission Review  
Development Agreement Amendment**

Dear Planning Commission,

On behalf of Summit Mountain Holding Group LLC (Powder Mountain), we respectfully request that the Planning Commission take action on our Development Agreement Amendment at your November 24, 2025, Planning Commission meeting.

Since filing the proposed Development Agreement, our team has met with County staff, including County Attorney Courtlan Erickson, to review the details. We have incorporated all of their requested edits into the Development Agreement submittal package now before you.

We respectfully request the Planning Commission make a recommendation on November 24, 2025 to the County Commission. We would appreciate any specific written findings identifying further considerations or direction you may have for the County Council. We are prepared to address any questions during the public hearing and to provide clarifying language on the record, if helpful.

We appreciate staff's collaboration and the Planning Commission's time. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "BH", with a long horizontal flourish extending to the right.

Brooke Hontz  
Chief Development & Construction Officer, Powder Mountain  
435-640-1941  
[bhontz@powder.org](mailto:bhontz@powder.org)

[POWDERMOUNTAIN.COM](http://POWDERMOUNTAIN.COM)  
3900 N. WOLF CREEK DR EDEN UT 84310