

OGDEN VALLEY PLANNING COMMISSION

MEETING AGENDA

April 29, 2025

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



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

1. Minutes: 2/25/2025

2. Legislative Items:

2.1 ZDA2025-1: A public hearing and possible action for an application to amend the development agreement for the previously approved Cobabe Ranch development, located at approximately 2720 North 5100 East. The amendments are intended to help clarify the roles and responsibilities of both the developer and the governing body.

Staff Presenter: Charlie Ewert

2.2 ZDA2025-2: A public hearing and possible action for an application to amend the development agreement for the previously approved Eagle Crest development, located at approximately 4601 East Fairways Drive. The amendments are intended to help clarify the roles and responsibilities of both the developer and the governing body.

Staff Presenter: Charlie Ewert

3. Public Comment for Items not on the Agenda:

4. Remarks from Planning Commissioners:

5. Planning Director Report:

6. 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.

& Via Zoom Video Conferencing at <https://webercountyutah.zoom.us/j/81277037651> Meeting ID: 812 7703 7651

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

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.

Minutes of the Regular Meeting of the Ogden Valley Planning Commission for February 25, 2025. To join the meeting, please navigate to the following weblink at <https://webercountyutah.zoom.us/j/85864904525>, the time of the meeting, commencing at 5:00 p.m.

Ogden Valley Planning Commissioners Present: Janet Wampler (Chair), Jeff Barber (Vice Chair), Jeff Burton, Bryce Froerer, David Morby (via electronic means).

Excused: Planning Commissioners Mark Schweppe and Trevor Shuman.

Staff Present: Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Tammy Aydelotte, Planner; Courtlan Erickson, Legal Counsel; Marta Borchert, Office Specialist.

- **Pledge of Allegiance**
- **Roll Call:** Chair Wampler conducted roll call and indicated all Commissioners were present.

1. Minutes: January 28, 2025.

Commissioner Froerer offered corrections to the minutes to correct the names of Commissioners. Additionally, Commissioner Morby had excused himself from the meeting prior to agenda item three and did not vote on the election of Chair and Vice Chair; his name should be removed from the list of votes cast.

Chair Wampler added that Commissioner Froerer is identified as Commissioner Morby throughout the minutes. She also made additional clerical changes to the minutes and declared them approved as amended.

2. Administrative Items:

2.1 UVS011222: Consideration and action on preliminary subdivision approval of Sundown Condominiums Phase 2.

Staff Presenter: Tammy Aydelotte.

A staff memo from Planner Aydelotte provided a review of previous applications and actions for the subject property:

- 8/31/1983 – Weber County Commission approved a conditional use permit for Sundown PRUD, consisting of 80 units, and an associated bond for some of the improvements. The PRUD consists of a landscaping plan, open space, and private roadways, in two phases.
- 4/27/1984 – Sundown Condominiums Phase 1, consisting of 20 units was recorded.
- 1/12/2022 - The Planning Division received an application to plat phase 2 of Sundown Condominiums PRUD Subdivision, consisting of 60 units. The existing conditional use approval for the PRUD is still valid and staff recommends preliminary approval of Phase 2, subject to the conditions outlined in the PRUD approval.
- 2/15/2022 – Preliminary approval granted with conditions.
- 1/11/2024 – Preliminary approval, with amended street layout, granted with conditions

There are some changes to the site layout, mainly the location of the secondary access to, and through the proposed Sundown Townhomes Phase, from the original approval that are subject to the Planning Commission review. If the Planning Commission determines that the proposed changes are de minimis revisions, the Planning Commission. The current PRUD ordinance states the following regarding amendments to non-conforming PRUDs:

"A nonconforming PRUD may be amended from time to time under the same rules that governed its creation, provided that the amendment is a de minimis change that is routine and uncontested. The Planning Director or the Planning Commission has independent authority to determine what constitutes a routine and uncontested de minimis decision."

The following changes have been submitted, since the last preliminary approval dated 1/11/2024: The relocation of a secondary access from the west, to the south, sharing the ingress/egress that is used to access Sundown Condos Phase 1. The proposed secondary access is proposed to be routed through a proposed Sundown Townhomes project to the west, and south through Sundown Condos Phase 1. There are no changes proposed to the previously proposed buildings house 4 units each, as in the original PRUD The proposed development area is zoned FR-3 and will consist of 60 units occupying 32,318 square feet (10.5%), roadways occupying approximately 1.136 acres (16.5%) with a common area occupying 4.9684 acres (72%).

Ms. Aydelotte reviewed her staff memo and summarized staff's analysis of the application, which discussed the following:

- General Plan;
- Zoning guidelines;
- Lot area, frontage/width and yard regulations;
- Ogden Valley Sensitive Lands Overlay Districts:
- Natural Hazards Overlay Zone;
- Culinary Water, irrigation water, and sanitary sewage disposal;
- Recommendations of review agencies;
- Additional design standards and requirements; and
- Tax clearance.

Ms. Aydelotte concluded staff recommends preliminary approval of Sundown Condominiums, consisting of 60 units. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. A CUP amendment application shall be submitted, addressing changes in proposed building location, and roadway layout, if the planning commission determines proposed changes to be more than minimal.
2. A formal approval from UDOT, for all access off Powder Mountain Road, shall be submitted prior to appearing before Land Use Authority for final approval.
3. Applicant shall address any concerns from Engineering and Weber Fire District regarding slopes and proposed roads within the proposed development, prior to final approval.
4. A proposed trail/pathway layout will be required prior to coming before the Planning Commission for a recommendation of final approval.

The conditions below are from the Conditional Use approval, dated 8/27/2024, that apply to this subdivision:

1. The road(s) within this proposed development shall be private.
2. Any proposed trails shall allow public access, through open spaces. The final plat will need to include language for the common area located within the subdivision in the form of an open space preservation easement.
3. UDOT approval for any and all access onto Powder Mountain Road/Summit Pass Road shall be submitted prior to scheduling a recommendation for final approval with the Land Use Authority.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Vice Chair Barber stated the entire Powder Mountain Development is essentially on a dead-end road and it is his understanding the County has an ordinance that provides development guidance for a terminal street. There is a development agreement that addresses Powder Mountain, and he would like to have an understanding how the proposed development can be built on a terminal road. Ms. Aydelotte stated the development agreement specially asks for a secondary egress off the mountain, but the trigger for the construction of that road has not been clearly defined. Planning staff has been in discussions with the other party to the Powder Mountain development agreement regarding the secondary egress. The development that has occurred at the end of Summit Pass road includes private roadways. The requirement for a secondary egress is not waived at this point. Vice Chair Barber stated he wants to ensure the developer is not trying to side-step the County's ordinance or the development agreement requirement for a secondary egress point. Planning Director Grover stated planning staff will not allow the ordinance to be side-stepped; the purpose of the ordinance is to provide internal circulation within a development and there are concerns from the Fire District regarding accessibility and circulation. Planning staff will continue to work with the fire district to identify needed improvements, up to and including a new fire station when the large commercial building is constructed within the project.

Chair Wampler asked how the proposed application can move forward given the ordinance regarding the terminal road. Mr. Grover stated that staff is not considering Powder Mountain Road to be a terminal road; there are currently two access points coming out of the development onto Powder Mountain Road. However, on a grander scale for the entire Powder Mountain

development, planning staff is monitoring the need for an additional access or a fire station in the area. Chair Wampler asked if adding 80 homes to the area factors into that discussion. Mr. Grover answered yes, but noted the fire district has indicated they are comfortable with the development without requiring the secondary access or a fire station. Vice Chair Barber asked if this developer will be required to contribute to a secondary access or fire station, to which Mr. Grover answered no. Vice Chair Barber asked if future developers will be required to contribute financially to those improvements. Mr. Grover indicated each application will be considered independently to determine if any financial contributions will be required. Vice Chair Barber asked if the Commission can require a developer to be financially responsible for some portion of the improvements. Mr. Grover answered no; that is not in the Planning Commission's purview. However, the County Commission could impose that type of requirement. Vice Chair Barber asked who would ultimately bear the cost of the secondary access, to which Mr. Grover answered the developer, unless a public benefit of the road can be identified to warrant some financial support from Weber County. The County, however, is not in the business of participating in those types of improvements.

Commissioner Morby referenced the conceptual plan for the development and asked if the exit from phase two goes onto the existing road. Ms. Aydelotte stated that the other administrative application on tonight's agenda deals with land that will connect to this subject property; if both are approved, there will be a road connecting the two developments and exit onto Powder Mountain Road to the south. Commissioner Morby stated the other exit point is on a significant slope, and he asked if the Engineering Division has considered how complicated that will be. Ms. Aydelotte stated that Engineering has been in discussions with the developer and the developer has proposed retaining walls along that access. Ultimately, County Engineering will review the ingress/egress points with the developer and with the Utah Department of Transportation (UDOT). The developer will need to secure final approval of those improvements before securing final approval of the development. Commissioner Morby added that it appears there is only one construction access at this point. Ms. Aydelotte stated that is correct; however, the developer does own the property to the west and can use that for staging and access. Commissioner Morby stated it would be more comfortable with the access point being located on an area that is less steep. Chair Wampler added that the other access to the south already exists because it was part of phase one of the project. Ms. Aydelotte stated that is correct. Commissioner Morby stated he was simply addressing his concerns.

Chair Wampler stated that the Commission has expressed several concerns about different aspects of the Powder Mountain Development, including the concerns that have been raised tonight, as well as additional concerns regarding other engineering aspects of the project, snow removal and storage, fire safety, and transportation issues. Should this application move forward, conditions of approval include the applicant providing a formal approval from UDOT for all access off Powder Mountain Road and to address concerns from Engineering and Weber Fire District. She then added that she has concerns regarding parking; some units have two garage parking spaces, and she asked if that correlates to two-bedroom units. Ms. Aydelotte stated garage parking requirements do not correlate to bedroom counts; rather, the ordinance states that for any dwelling, a minimum of two off-street parking spaces is required. Chair Wampler stated that she does not see any on-street parking in the project. While she has concerns about snow removal and storage, she is aware that residents of the project will have guests over, or other circumstances that necessitate some on-street parking and she is concerned about issues arising as a result of no guest parking or on-street parking accommodations. Vice Chair Barber added that the garages are not tall enough to accommodate taller vehicles or vehicles with racks or containers on top of them; the project must have parking in areas beside the garage or there will be cars parked all over the streets in the project. This led to a broad discussion of overall parking requirements for the proposed project; Mr. Grover indicated the Commission could address parking requirements as part of a conditional use permit for the project; a recommended condition may be something that addresses the design of garage parking spaces to accommodate taller/larger vehicles. Legal Counsel Erickson indicated that type of a condition would need findings to support it. Mr. Grover stated that he does not feel that type of condition would be appropriate for the current application, which is his preliminary subdivision approval. Chair Wampler stated that the first recommended condition of approval is that a conditional use permit (CUP) application shall be submitted, addressing changes in proposed building location, and roadway layout, if the Planning Commission determines proposed changes to be more than minimal. She asked if the Commission could consider a condition regarding parking at the time they are considering a future CUP application. Mr. Grover answered yes.

Commissioner Froerer asked if there is adequate space within the development to provide a guest parking area. Ms. Aydelotte stated it appears there would be sufficient space, but she deferred to the applicant to provide a clear answer on that matter. Commissioner Froerer then asked Ms. Aydelotte to identify a snow storage area for the project. Ms. Aydelotte stated that the County does ask that applicants identify snow easements on their plat; that has not been done on this preliminary subdivision application, but the developer has been notified of that requirement.

Chair Wampler invited input from the applicant.

Guy Williams, Engineer for the applicant, stated he is not sure how tall the garage doors are, but the ceiling height inside the garage is actually fairly high, 12 to 14 feet in height. He then attempted to address other questions about the project. He reviewed the conceptual layout of the project and identified the access points to the site, and elimination of a third access point that was included on the plan at the request of UDOT. They did not want three access points, but at the spot where the third access point was located, the developer can construct a guest parking lot. He added that he is working to identify a space for snow storage. These are matters that were raised after this initial application was submitted and he did not have time to change the subdivision plat before the packet for tonight's meeting was published.

Vice Chair Barber asked if the project area and roads will be fairly flat. Mr. Williams stated there is a separation between the two main groups of buildings north to south; there is road in the middle, and it slopes 3 to 3.5 percent to the east. It follows the contours of the mountain and the same goes for the building and road located to the upper right. He has been in discussions with the Fire District, and they have communicated that the maximum slope they can support is 10 percent, which is greater than the slope of the roads in the design of the project.

Discussion refocused on guest parking and snow storage locations, with Mr. Williams reiterating he needs to continue to adjust the design of the project to include those amenities. Discussion also shifted to any needed improvements on Powder Mountain Road, such as guard rails, to improve the safety of the road.

Ms. Aydelotte suggested that if visitor parking is a priority for the Commission, they should include a recommended condition of approval as part of their motion addressing that matter.

Legal Counsel Erickson and Ms. Aydelotte then offered clarification about the timing of a CUP amendment application versus the current application for preliminary approval. If the Commission feels any changes to the project plan are minimal, they can grant preliminary approval, which will allow the application to proceed to the final approval phase of the project. However, if changes are not minimal, and the Commission wants to amend the previously approved CUP, they can require an amendment CUP application to be submitted to address the topics of visitor parking, snow storage, and the site access issues.

Vice Chair Barber stated that given the other application on tonight's agenda deals with the same project area, he does not feel the changes are minimal. Ms. Aydelotte stated that the other application on tonight's agenda is a separate property and is not subject to a CUP but is subject to the Powder Mountain Development Agreement. The two applications are related only in the fact that planning staff have considered transportation connections between the two project areas. She acknowledged that the applicant for both applications is the same, but the applications are different in nature.

Legal Counsel Erickson then offered guidance on whether the Commission should approve the preliminary subdivision application or require the applicant to proceed with an application to amend the CUP. The Commission discussed the changes they would like to see in the project area; this led to high level debate about whether a CUP amendment is needed and whether the proposed changes were de minimus in nature.

Chair Wampler invited public input.

Mr. Williams re-approached and stated that he was under the impression that only the Planning Director could request or require a CUP amendment. Mr. Grover stated that is an option, but he also has the option of referring the matter to the Planning Commission if he did not feel comfortable acting on the proposed changes. Mr. Williams asked if that is spelled out in the County's LUC. Mr. Erickson stated that the Code states the Planning Commission is the land use authority for CUPs; di minimum revisions to a previously approved CUP may be approved by the Planning Director provided it can be determined changes are slight and inconsequential and not in violation of any substantive provisions of the LUC. He stated that the Code does not indicate whether the Planning Director has the authority specifically to refer the matter to the Planning Commission for determination on that point, but that is what Mr. Grover has chosen to do. Mr. Williams stated that he is hopeful the Commission can consider the current application based upon its merits and not consider other developments or aspects that may have been problematic or missed in the past.

There were no additional persons appearing to be heard.

Chair Wampler and Ms. Aydelotte discussed the options available to the Commission tonight.

Commissioner Burton moved to approve application UVS011222, preliminary subdivision approval of Sundown Condominiums Phase 2, based on the findings and subject to the conditions listed in the staff report, with the additional finding that the road configuration changes is di minimum and, therefore, a CUP amendment application is not necessary.

Commissioner Froerer stated that he agrees with Commissioner Burton's motion but would like to offer a friendly amendment requiring the applicant to submit a CUP amendment application to show the guest parking and the snow storage area on the site.

Commissioner Burton accepted the friendly amendment.

Legal Counsel Erickson asked for clarification on the amendment; he asked if the Commission truly wants a CUP amendment application, or if the information regarding guest parking and snow storage can be shown on the subdivision plat before it moves to the final application stage. He asked Commissioner Froerer if he is asking for a certain number of guest parking spaces or a specific size for the snow storage area, to which Commissioner Froerer answered no. Mr. Erickson stated that he does not believe a CUP amendment is required and Commissioner Froerer's concern could be addressed by showing those amendments/amenities on the subdivision plat.

Commissioner Froerer stated if that is the case, he would withdraw his friendly amendment for asking for a CUP amendment.

Chair Wampler restated the motion and called for a vote. Commissioners Burton, Froerer, and Morby voted aye. Vice Chair Barber and Chair Wampler voted nay. (Motion carried on a vote of 3-2).

Vice Chair Barber stated that he could not, in good conscience, vote to approve the application having seen developments like this and knowing that the Weber Fire District has failed to deal with a catastrophic fire event in a similar area. If something similar were to happen in the proposed project given its density, structure of the road, uncertainty with respect to parking and snow storage, it would be much more catastrophic. He does not believe the road change is di minimus.

Chair Wampler added the reason she voted nay is that she finds the change in the exit point to be large enough that a CUP amendment would be required. She felt a CUP amendment application would have been more appropriate and that would have given the Commission an additional opportunity to address other issues with the project.

2.2. UVS012325 Consideration and action on preliminary subdivision approval of Sundown Townhomes, a 22-unit development with private roads, in the DRR-1 zone. Located at approximately 6570 Powder Mountain Road, Eden, UT, 84310. Staff Presenter: Tammy Aydelotte

A staff memo from Planner Aydelotte explained the applicant is proposing a 22-unit townhome development on approximately 3.35 acres in the DRR-1 zone, at approximately 6570 Powder Mountain Road, Eden, UT, 84310. The applicant is proposing to use the existing access to Sundown Condos PRUD Phase 1, off Powder Mountain Road, as the primary access, with the secondary access through Sundown Condos PRUD Phase 2, to the north, off Summit Pass Road. The proposed 26' wide private roadways will connect three phases of this development, two of which are within a previously approved PRUD in the FR-3 Zone, and the third (the townhomes) is in the DRR-1 Zone and subject to the recorded development agreement for Powder Mountain.

Ms. Aydelotte reviewed her staff memo and summarized staff's analysis of the application, which discussed the following:

- General Plan;
- Zoning guidelines;
- Lot area, frontage/width and yard regulations;
- Ogden Valley Sensitive Lands Overlay Districts;
- Common area;
- Natural Hazards Overlay Zone;
- Street configuration and circulation;
- Culinary Water, irrigation water, and sanitary sewage disposal;
- Recommendations of review agencies;

- Additional design standards and requirements; and
- Tax clearance.

Ms. Aydelotte concluded staff recommends preliminary approval of Sundown Townhomes, consisting of 22 dwelling units. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Formal approval from UDOT, for accesses and retaining wall designs, shall be submitted prior to appearing before the Land Use Authority for final approval.
2. A proposed trail/pathway layout will be required prior to appearing before the Land Use Authority for final approval.
3. More detailed elevations, of all sides, shall be required prior to final approval.

The following findings are the basis for the planning staff's recommendation:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Commissioner Froerer asked if the additional parking mentioned in the staff report is in addition to the 12 spaces required. Ms. Aydelotte stated that if the Commission feels additional parking is needed, they should include a condition of approval to require that. She stated that there are 22 townhomes, and two additional units were added after the staff report was prepared. Commissioner Froerer inquired as to the difference between a condominium and townhome. Planning Director Grover stated a condominium is 'air space' and the townhome is the physical land under the unit that is being sold. Ms. Aydelotte added the platting requirements are different for condominiums versus townhomes.

Vice Chair Barber asked if each unit will have its own garage. Mr. Grover stated that each unit will be required to have two side-by-side parking stalls.

Commissioner Morby asked if this is a request for a zone change. Ms. Aydelotte answered no; it is a request for preliminary subdivision approval.

Chair Wampler stated page three of the staff report discusses LUC 106-2-2.020 pertaining to ownership and street parcel dedication waivers; staff recommends waiver to the requirement of dedicating the land under the Private Street to the County for the purpose of a future conversion to a public street. She asked Ms. Aydelotte to explain what that meant. Ms. Aydelotte stated that typically when private roads are proposed and the Planning Commission or County Commission considers and approves them, one of the conditions of approval is that the land underneath the private road is dedicated. So, at some point in the future, when a need for connectivity is identified, the County would have a way to require connectivity through the private road. In this case, the road would be owned and maintained by the homeowner's association (HOA) for the project and the County sees a minimal public benefit to requiring the road to be dedicated to the County and the Commission can consider a waiver of that requirement.

Commissioner Froerer asked if that means that the connection of the top of Powder Mountain Road to the bottom will be private in nature, to which Ms. Aydelotte answered yes. Commissioner Froerer asked if this means the developer or HOA will maintain the road, to which Ms. Aydelotte answered yes. Vice Chair Barber asked if the HOA could install gates on the road. Ms. Aydelotte answered no. Chair Wampler asked if that would still be the case if the County grants the street parcel dedication waiver. Ms. Aydelotte stated she did not consider that and asked Mr. Grover or Legal Counsel Erickson to address that matter. Mr. Erickson stated that at the bottom of page two of the staff report, it states "the Private Street shall never be closed to the public and no signage shall be erected to indicate or insinuate that the street is not open for public use or passage, except to allow for occasional and routine maintenance necessary to ensure the longevity of the street." However, there is another provision that would allow for a private street with public use. It appears the waiver would supersede the private street statement involved in additional design standards and requirements. Chair Wampler suggested the Commission could simply act to deny the waiver in order to address the issue and prevent closure or gating of the private street. The Commission and staff engaged in high level discussion of the matter, after which Commissioner Froerer asked the applicant if there is a plan to gate the private roads.

Guy Williams, applicant's representative, stated there are no plans to gate the private roads. Chair Wampler asked if there is guest parking included in the proposed development, to which Mr. Williams answered yes. Chair Wampler asked if there are off-street paths for those that park on the exterior of the row homes but need to access a unit on the interior. Mr. Williams stated that his client is still working to address that matter; covenants and easements have been drafted and are being reviewed by the owners in the project area to ensure that cross connectivity is not limited to any one person.

Commissioner Froerer asked Mr. Williams where the snow storage area will be in this project. Mr. Williams stated that is still being considered; the idea is to provide as much guest parking and snow storage space as possible.

Chair Wampler invited public input. There were no persons appearing to be heard.

Commission discussion refocused on staff's recommendations regarding the street parcel dedication waiver.

Commissioner Morby moved to table UVS011222, preliminary subdivision approval of Sundown Condominiums Phase 2, until the applicant can provide significant answers from the Fire District and be more specific about where the snow storage areas will be located on the site. Vice Chair Barber stated he will send the motion, with the friendly amendment that the applicant will also identify the area where visitor parking will be located. Commissioner Morby accepted the friendly amendment. Commissioners Barber and Morby voted aye. Commissioners Burton, Froerer, and Chair Wampler voted nay. (Motion failed on a vote of 2-3).

Commissioner Froerer stated he believes the direction from the Fire District will come after the Commission has granted preliminary approval of this project. Mr. Grover stated that is correct; Fire District comments are typically addressed at final approval. Chair Wampler stated that was the reason for her nay vote; she agreed with the other two conditions upon with the motion to table was based.

Commissioner Burton asked if the land use authority that would grant the street parcel dedication waiver if the final land use authority, and not necessarily the Planning Commission. Mr. Grover stated the waiver could be granted at preliminary or final approval, so the land use authority could be either the Planning Commission or the County Commission. Mr. Erickson agreed; if the Commission is comfortable with the waiver, he would encourage them to include that approval as part of their motion on the preliminary subdivision application.

Commissioner Froerer moved to approve UVS011222, preliminary subdivision approval of Sundown Condominiums Phase 2, based on the findings and subject to the conditions listed in the staff report, and with the additional conditions:

- That the applicant identify snow storage areas and guest parking on the final subdivision application;
- Propose that the street parcel dedication waiver be granted in order for the road to be privately owned and maintained;
- Prohibiting the owner or HOA from blocking or gating the private road in a manner to prevent public access.

Commissioner Burton seconded the motion. Commissioners Burton, Froerer, Morby, and Chair Wampler voted aye. Vice Chair Barber voted nay. (Motion carried on a vote of 4-1).

3. Public Comment for Items not on the Agenda:

There were no public comments.

4. Remarks from Planning Commissioners:

There were no remarks from Planning Commissioners.

5. Planning Director Report:

There were no remarks from the Planning Director.

6. Remarks from Legal Counsel

There were no remarks from Legal Counsel.

Commissioner Froerer moved to adjourn the meeting.

The meeting adjourned at 7:03 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-1, A public hearing and possible action for an application to amend the development agreement for the previously approved Cobabe Ranch development, located at approximately 2720 North 5100 East. The amendments are intended to help clarify the roles and responsibilities of both the developer and the governing body.

Agenda Date: April 29, 2025

Applicant: WOLF CREEK RESORT HOLDINGS, LLC

File Number: ZDA2025-1

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/21920>

Property Information

Approximate Address: 3718 North Wolf Creek Drive in the unincorporated Wolf Creek area.

Current Zone(s): AV-3, F-5, and MPDOZ

Proposed Zone(s): AV-3, F-5, and MPDOZ

Adjacent Land Use

North: Wolf Creek Residential Neighborhood

East: Vacant.

South: Large lot residential and vacant.

West: Large lot residential and vacant.

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 27 Master Planned Development Overlay Zone.

Legislative Decisions

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

Summary and Background

This purpose of this application is to amend an existing development agreement for the Cobabe Ranch development project. The Cobabe Ranch project consumes about 176 acres and is located north of New Town Eden and south of the established Wolf Creek neighborhood. The property's current zoning is not being proposed to change.

The proposed amendment will change the existing development agreement from its current format, simplify it, correct errors, and provide clearer roles and responsibilities for both the developer and the county.

Staff is recommending approval of the rezone with specific considerations and recommendations.

Policy Analysis

This application is to amend the development agreement for the Cobabe Ranch development. The purpose for the amendment is to provide better clarity, reduce inconsistencies, correct errors, and better provide for the roles and responsibilities of both the county and the developer.

The project's existing development agreement was recorded on September 11, 2023, and was recorded with a rezone ordinance (Ord #2023-25) that applied the county's Master Planned Development Overlay Zone to the property. The purpose of that rezone was to allow for alternative development standards and density for the project.

Both the rezone ordinance and the development agreement applied to three separate projects, each being developed by the master developer (applicant). The agreement allowed density to be reallocated from properties within the Wolf Creek Resort development to this property and others. As a result, the development agreement and the Master Planned Development Overlay Zone have enabled more density in the Cobabe project than would otherwise be allowed using the underlying zones of AV-3 and F-5, thereby increasing it from its base density to 101 residential dwelling units; 33 single-family dwelling lots, and 68 townhome units.

Because the existing agreement applies to three different developments and seven different zones, there are some unfortunate complications, ambiguities, and overlaps that have the potential to lead to unintended disagreements when interpreting and applying it. The applicant's intent is to separate each into their own development agreement to help eliminate this potential.

This proposed amendment is not intended to materially change the project's previous approval except to enhance the infrastructure being offered. **Figure 1** illustrates the Cobabe Ranch master plan currently in the approved agreement. **Figure 2** illustrates the applicant's proposed revised version. A things to note:

- The requested change does not materially affect the layout, configuration, and types/locations of lots and units.
- The original included a street right-of-way – but not street improvements – on the southeastern most street (Figure 2 labels it Road D). The applicant's revised version includes the street improvements, which will be a community asset that enables better neighborhood connectivity if the property to the east develops.
- The original had significantly less proposed 10 foot wide asphalt multi-use pathway. It only contained about 3,260, or a little over half a mile of pathway. The applicant's revised proposal contains about one and a half miles, or about three times as much. The original shows other paths, but they are not labeled as 10' wide asphalt paths and are presumably dirt track.

While staff would agree that amending the development agreement for better clarity is in the best interest of the community, staff would also assert that amending it in a way that adds this additional infrastructure makes the amendment request even more worth considering.

Noteworthy

The following are relatively minor changes being proposed by either the applicant or staff, as well as other items to note:

- The original development agreement allowed Short-Term Rentals throughout the Cobabe Ranch development. The proposal does not change that.
- The applicant is requesting the right to grade the site and process materials onsite as a permitted use. The details, conditions, and circumstances in which this can occur is provided in the development agreement's Exhibit E. If the applicant desires to go beyond these standards this work will require a conditional use permit.
- The original agreement applied the zoning standards and uses of the RE-20 zone and FR-3 zone to the property, without actually rezoning the property to them. It appears to staff that this has the potential to create significant confusion, especially as institutional knowledge turns over. Staff is recommending, and the applicant has accepted, to drop any reference to these zones. Instead, we've recommended replacing them with a land use table and site development standards unique to the project. This can also be reviewed in the development agreement's Exhibit E.
- The same architectural standards are proposed as were approved in the original development agreement.
- New development entry monument signs are being proposed, also reviewable in Exhibit E.
- The same street and pathway standards are being proposed.
- There are a few development standards referenced in the original agreement, such as fire protection, flood plain protection, noxious weed control, construction staging and utilities that are not being included in the revised agreement as they either are not applicable to this project, or there are already laws that adequately apply them. Less is probably more in this circumstance. If the planning commission wants any of them added back in please include that in the motion.

A big ask that staff think the county should seek in the amendment of this agreement pertains to pedestrian facilities. Sidewalks are not being required in this development except along the streets adjacent to the Townhomes. While the added pathway length being proposed by the applicant will provide a benefit to the community because it will be open for public use, it's arguable that its need exists because of the advent of this development and perhaps should have been required with the original approval. For this reason, staff are further suggesting the applicant add more 10 foot wide multi-use pathways in and through the development. These additional pathways are intended to help give the community better inter-neighborhood connectivity not just to this development, but across it. **Figure 3** illustrates staff's suggested pathways, which would amount to approximately two and a half miles of total asphalt pathway. **Figure 4** provides a rough illustration for how these pathways will benefit surrounding existing and planned neighborhoods.

Staff is recommending approval of the request with the additional pathways and other suggested amendments provided as redlines and comment bubbles in the attached proposed Development Agreement. The attached agreement was converted from PDF to Word, so there may be some formatting errors, but the content should be consistent. The planning commission may notice that the agreement is significantly similar to the recently reviewed Bridges development agreement.

Figure 1: Original Cobabe Ranch Master Plan



Figure 2: Applicant's Proposed Revised Cobabe Ranch Master Plan

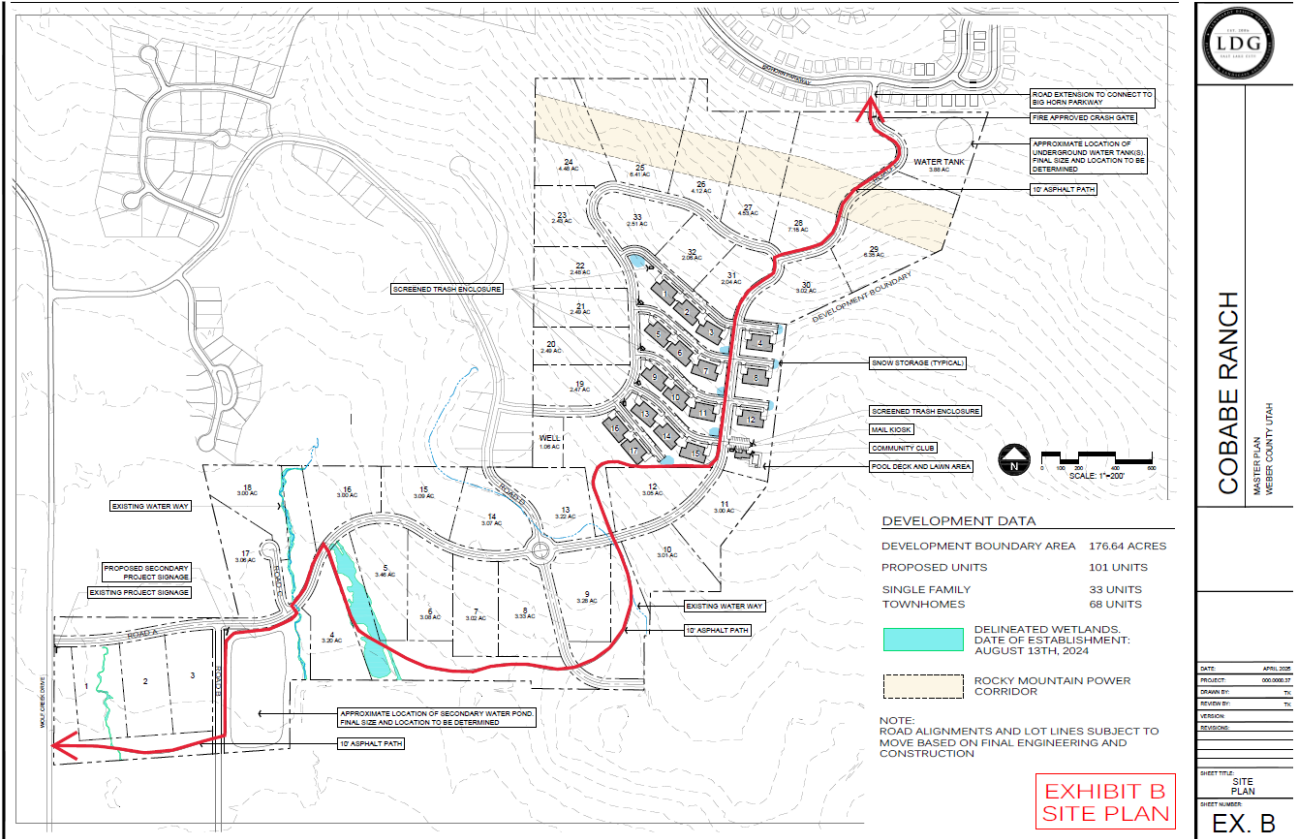


Figure 3: Staff's Recommended Revised Cobabe Ranch Master Plan

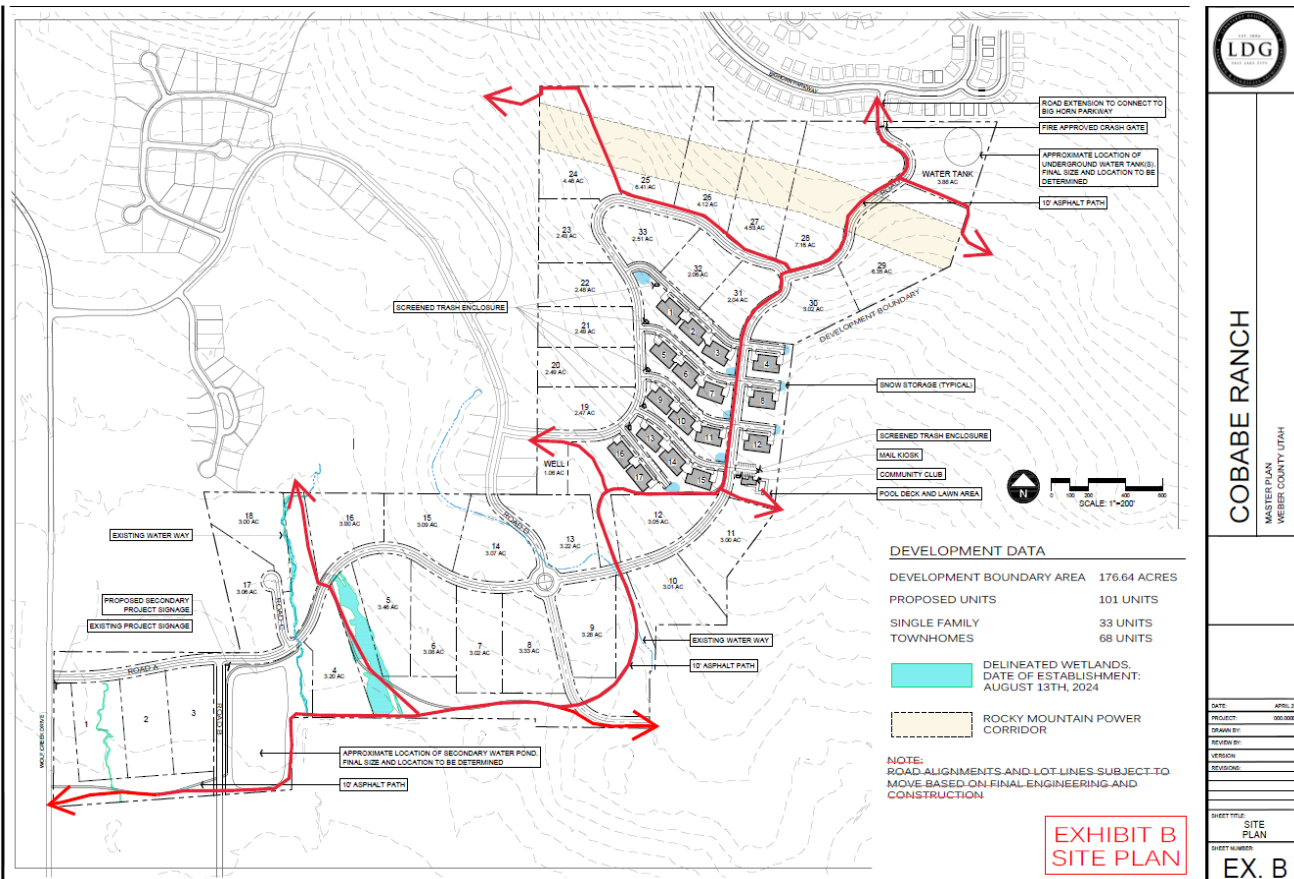
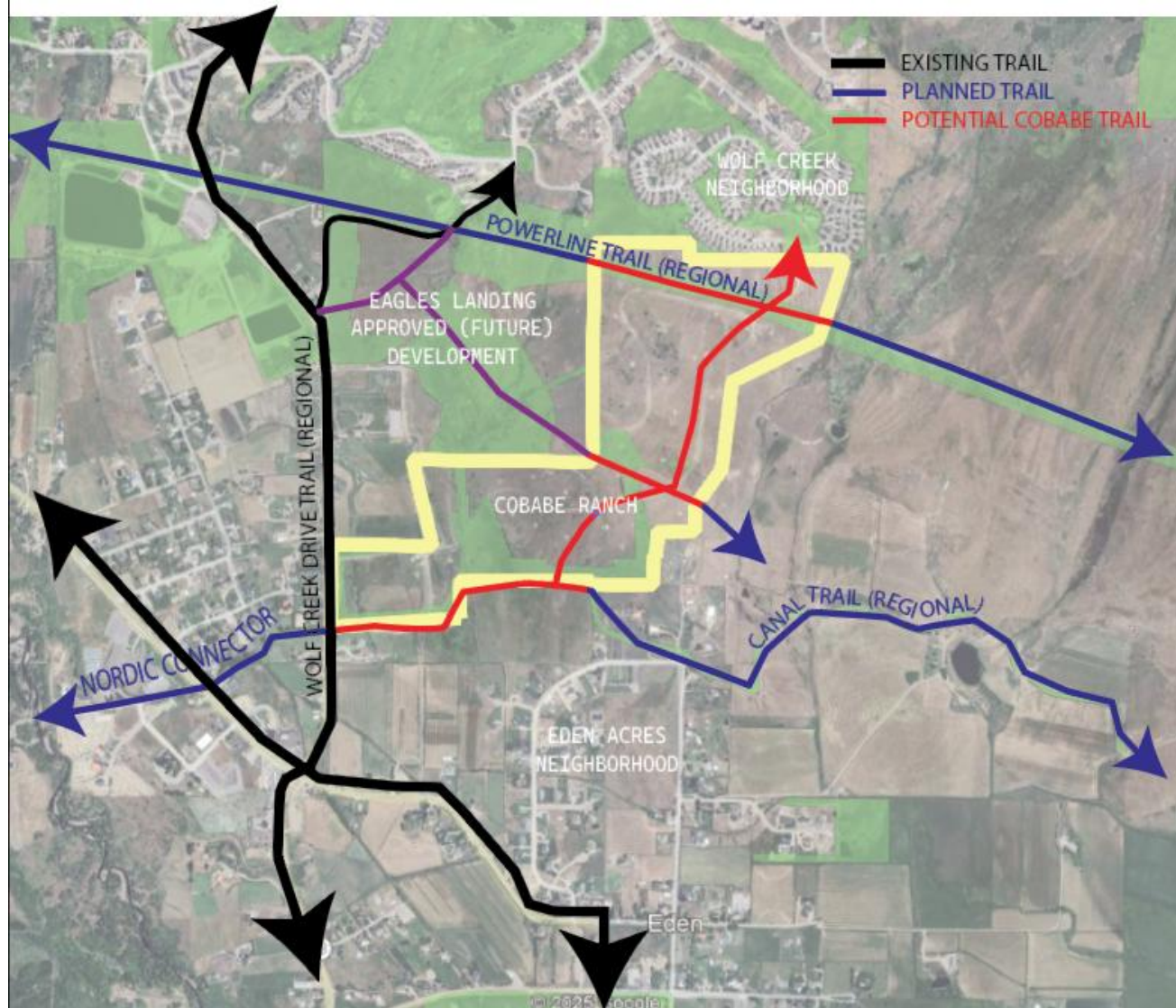


Figure 4: Existing and Planned Community Trails in Area

The planning commission's role in evaluating provision in the development agreement is generally limited to land use regulations. In this context, state code defines a land use regulation as "... a rule that governs the use or development of land."¹ The proposed development agreement contains quite a bit of rules that govern county administration and processes more than they govern the use or development of land. To help ease the planning commission's discernment, staff has highlighted in gray each section or subsection that is believed to pertain to land use regulations. The planning commission can feel free to review and ask questions about non-land use regulations, being advised that staff may not have definitive answers for some that are subject to additional negotiations with other county divisions or the county commission.

Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan, existing zoning, and existing development agreement(s), it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the development agreement amendment. This recommendation is offered with the following considerations:

¹ See UCA 17-27a-103.

1. Staff's comments and suggestion provided in the attached DA should be more fully addressed prior to county commission approval.

Staff's recommendation is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals, and objectives of the Ogden Valley General Plan.
2. The proposed changes is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the 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 #ZDA2025-01, an application to amend the development agreement for the previously approved Cobabe Ranch development, located at approximately 2720 North 5100 East, to clarify the roles and responsibilities of both the developer and the governing body.

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 #ZDA2025-01, an application to amend the development agreement for the previously approved Cobabe Ranch development, located at approximately 2720 North 5100 East, to clarify the roles and responsibilities of both the developer and the governing body.

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 corrections**:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a **recommendation for denial** to the County Commission for File #ZDA2025-01, an application to amend the development agreement for the previously approved Cobabe Ranch development. **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement and Exhibits.

Exhibit B: Existing Development Agreement.

Exhibit C: (Initial) Application.

Draft to County With TOC 04/16/25

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR
COBABE RANCH**

May __, 2025

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR
COBABE RANCH MASTER PLANNED COMMUNITY**

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of May, 2025, by and between Weber County, a political subdivision of the State of Utah; and the Cobabe Ranch, LLC, a Utah limited liability company.

RECITALS

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

M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2024).

N. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 was considered by the Planning Commission on May ___, 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2024), in making a recommendation to the County Commission.

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

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

Q. This County’s entry into this ARMDA is authorized by the adoption of Ordinance #___ on May ___, 2025.

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

TERMS

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

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

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

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1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 14.

Commented [CE1]: Are these statements needed?

Courtlan: and benefit/detriment to including them?

- 1.2.2. **Administrator** means the person designated by the County as the Administrator of this ARMDA.
- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, et seq. (2024).
- 1.2.8. **Commission** means the elected County Commission of the County.
- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage, for reviewing certain aspects of the development of the Project.
- 1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.12. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County regarding land use and development in effect as of the date of the execution of this ARMDA regarding land use, specifically, Titles _____, _____ and _____ a digital copy of which is attached as Exhibit "FG".
- 1.2.13. **Default** means a material breach of this ARMDA.
- 1.2.14. **Denial/Denied** means a formal written denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.15. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.

Commented [CE2]: Is the use of 'specifically' intending to mean that regardless of the generalities that came before, only the following specifics apply? If so, why not just delete the general part?

Or is it intended to be synonymous with "especially" in this context? In which case I have concerns over the breadth of "policies, standards, and procedures." Not all are specifically adopted as a matter of law. I suggest only leaving the term "ordinances" in this paragraph.

Commented [CE3]: Check ref.

- 1.2.16. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, or any of the Intended Uses.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.18. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.20. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.21. **Exceptions from County Standards** means the Design Guidelines (Exhibit D) and the Technical Guidelines (Exhibit E) which contain certain modifications to or from the County's current engineering and site design requirements.
- 1.2.22. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.23. **Home Owner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.24. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.25. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of Four hundred twenty-six (426) Residential Dwelling Units.
- 1.2.26. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

Commented [CE4]: Check references. There is overlap between what Langvardt created and what's attached here.

Commented [CE5]: Is this supposed to be "owners?" Maybe a consequence of Word's "find and replace all?"

Commented [CE6]: 101 RDUs

Would it be beneficial to explain here that 33 are SFDs and 68 are Townhomes.

- 1.2.27. **Open Space** means that definition as found in the County's Vested Laws as may be modified by the Master Plan.
- 1.2.28. **Master Developer** means the Cobabe Ranch, LLC, which owns The Property.
- 1.2.29. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.30. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.31. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created ~~as a~~ pursuant to the County's Subdivision platting requirements.
- 1.2.32. **Parks, Trails, and Open Space ("PTOS") Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit "C".
- 1.2.33. **Parties** means the Master Developer, and the County.
- 1.2.34. **Party** means either the Master Developer, or the County individually.
- 1.2.35. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.36. **Prior Agreements** means any and all prior development agreements or conditional use permits pertaining to the general development layout of the Property, including _____
- 1.2.37. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.38. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, and all of the other aspects approved as part of this ARMDA.
- 1.2.39. **Property** means the approximately one hundred seventy-six and sixty-four hundredths (176.64) acres as illustrated on Exhibit "B" and legally described in Exhibit "A".

Commented [CE7]: I suspect without these edits this would not quite be in compliance with state code definition of subdivision.

Commented [BB1]: Note to County: I am still working with title to determine exactly what Prior Agreements we need to kill.

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

1.2.41. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.

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

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

1.2.44. **Subdivision Application** means the application to create a Subdivision.

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

1.2.46. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County’s Vested Laws as specified in Exhibit “**DG**”.

1.2.47. **Zoning** means the zoning of the Property as shown on the Zoning Map.

1.2.48. **Zoning Map** means the map of the Zoning of the Property as shown on **Exhibit F** as those zoning are modified by this ARMDA.

Commented [CE8]: Similar to last comment. I think the definition of “Lot” in CLUDMA eliminates the need for this word here and better aligns with CLUDMA’s definition of subdivision.

Commented [CE9]: Check reference

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

2.1. **Effect on Prior Agreements.** The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property.

3. **Development of the Project**

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

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

3.3. **Design Standards and Technical Guidelines.** The Project shall be engineered and designed pursuant to the County's Vested Laws except as those may be modified by the Design Standards or the Technical Guidelines [attached as Exhibits X and Y, respectively](#). If there is any conflict between the Design Guidelines or the Technical Guidelines with the County's Vested Laws the Design Guidelines and/or the Technical Guidelines shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

Commented [CE10]: Not sure what exactly this is referring to. Is it referring to this agreement?

- 3.4.1. **Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan reflects the general location and configuration of PTOS, and residential uses within the Project.
- 3.4.2. **Market Rate.** All of the RDUs in the Project are market rate units and there is no "affordability" requirements for any of the RDUs.

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

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

3.6. **Required Process.**

- 3.6.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

- 3.6.2. **Building Permits.** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the County's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.
- 3.6.3. **County and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. **Fees.** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.6.5. **County Cooperation and Approval.** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable, and this ARMDA.
- 3.6.6. **Outsourcing of Processing of Development Applications.**
- 3.6.6.1. **County Processing.** The provisions of Section 3.5.6 and 3.5.11 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.6.2. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to

Commented [CE11]: I think this is a little too overly broad. What is the limit to cooperation?

Maybe replace cooperate with "not inhibit" or similar?

Commented [CE12]: Check references. 3.5.6 appears to be this section, but I am having trouble finding where 3.5.11 is pointing.

ensure that it is processed on a timely basis.

- 3.6.6.3. Election/Cost Estimate. If the County or Master Developer determines in either of their its discretion that Outsourcing is appropriate to meet review timeliness requirements of State Code, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.
- 3.6.6.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.6.5. Final Payment. Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.6. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.6.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development

Application comply with the applicable regulatory standards of the County.

3.6.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.

3.6.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

Commented [CE13]: This should only apply if the application substantially complies with applicable regulations/requirements and comments/redlines offered are for simple adjustments. If staff find clear problems wherein the fix might negate other comments that would otherwise be offered this should not be required.

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

3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.

3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.

3.6.13. ~~***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.~~

Commented [CE14]: Suggest deleting -- or needs further discussion with building and engineering.

3.6.14. 3.6.13. ***Outsourcing of Inspections.***

3.6.14. 3.6.13.1. ²⁰ ***County Processing.*** The provisions of Section 3.5.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County

Commission using the County's Vested Laws.

~~3.6.14.2~~ 3.6.13.2. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.

~~3.6.14.3~~ 3.6.13.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.

~~3.6.14.4~~ 3.6.13.4. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

~~3.6.14.5~~ 3.6.13.5. **Final Payment.** Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

~~3.6.14.6~~ 3.6.13.6. **Acceptance of Outsourced Work.** The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would

not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The County shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

Commented [CE15]: Seems like this should be moved to the assignment section. See my comments there.

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

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

3.9.1. **Ownership** of the property subject to the Development Application;

3.9.2. **Maximum RDUs.** The total number of RDUs allowed in the Cobabe development, including areas not affected by this Agreement;

3.9.3. **Units Previously Platted.** The number of RDUs previously platted within any part of the Cobabe development, including areas not affected by this Agreement, and their percentage of the Maximum RDUs;

Commented [CE16]: Are there any? Is this left over from Bridges?

3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted subdivision application, and their percentage of the Maximum RDUs;

3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development, and their percentage of the Maximum RDUs;

3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer and their percentage of the Maximum RDUs;

3.9.7. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space, or linear feet of trails, ~~separating paved trail quantities from soft trail quantities,~~ together with all of their respective percentage of totals proposed in the PTOS; and

Commented [CE17]: Don't see any soft trails proposed?

3.9.8. **Material Effects.** Any material effects of the sale on the Master Plan.

3.10. **Accounting for Used or Transferred RDUs.** Master Developer is responsible for the accounting of, disposition of, or use of all RDUs within the Project. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of RDUs to any other party owning land within the Project, provided that their use is in compliance with this ARMDA and County Laws.

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

- 3.11.1. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for.
- 3.11.2. The Development Application for any Phase shall comply with the Master Plan and provide for future Phases' access and infrastructure connectivity and compatibility, including the temporarily dead-end street provisions in County Vested Laws.
- 3.11.3. The Development Application for each Phase shall comply with the PTOS provisions of Section 10.
- 3.11.4. Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

~~3.12. **Nightly Rental Limitations.** Nightly rentals shall be allowed as a permitted use for all RDUs in the Project. Nightly rentals shall not be allowed for periods of less than three (3) nights.~~

Commented [CE18]: How will partial assignment and/or parcel sales affect this obligation?

Except in the case of full assignment, would master developer be okay being fully responsible for RDU allocation and accounting even after partial assignment and parcel sales have been made? That would help keep county way out of the internal unit trading business and help master developer wield a little control over subdevelopers/partial assignees.

Commented [CE19]: Moving this to the Land Use Table Exhibit

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County and Master Developer intend that this ARMDA grants to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 17-27a-508 (2024).

4.2. **Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

- 4.2.1. **Master Developer Agreement.** County's Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with

State and Federal laws and regulations affecting the Project;

- 4.2.3. **Codes.** County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2023)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2034. If as of that date, Master Developer is in compliance of this ARMDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2039, and, thereafter, for two (2) additional period of five (5) years provided the forgoing condition

is true. This ARMDA shall also terminate automatically at Buildout.

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

Commented [CE20]: Can this be put in their private real estate contracts? I'd like to keep the county out of the potential role of refereeing developer/subdeveloper disputes.

Or maybe just end the sentence after "...Laws."

7. **Public Infrastructure.**

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

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

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

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

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

8.1. **"Upsizing".** The County shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements that are mutually acceptable to Master Developer and County are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable

financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

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

9. **Parks, Trails, and Open Space.**

9.1. **PTOS Plan.** All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit "C" and as follows. The percentage of RDUs proposed from the Maximum RDUs in any Development Application shall be the same percentage or no more than 15% less than the percentage of Open Space acreage from the overall proposed Open Space acreage, and the percentage of linear feet of trail from the overall proposed linear feet of trail, as provided in the PTOS Plan. For the Open Space acreage, the nearest Open Space acreage reasonably available shall be provided. For the trails, linear feet shall be added to the 10-foot wide paved trail when a proposed RDU or lot is located within 660 feet of the planned location of the 10-foot wide paved trail; otherwise linear feet shall be added to any trail as determined by Developer.

10. **On-Site Processing of Natural Materials/Mass Grading.**

10.1. **On-Site Processing.** Subject to the objective standards in the Design Guidelines, Master Developer shall have the right as a permitted use to use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil or concrete for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for use on other locations outside the Project owned or controlled by parties related to Master Developer within a three (3) mile radius of the Project. Master Developer shall obtain a land ~~disturbance-use~~ permit from the County prior to extracting or processing the natural materials on the Property. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with standards specified in the Design Guidelines, then it shall be approved by the Administrator irrespective of whether the proposed ~~grading-excavation~~ is in conjunction with a Subdivision or just the ~~grading-excavation~~ by itself. The County shall issue a land ~~disturbance-use~~ permit if the standards of this section are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

10.2. **Mass Grading.** Subject to the objective standards in the Design Guidelines, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project ~~without obtaining any permits from the County~~. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

11. **Default.**

11.1. **Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice²⁶ to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

Commented [CE21]: - SWPPP, wetlands stuff, etc,
- Land use permit application for mass grading – see design guidelines.

Still needs engineering review – as does drainage requirements.

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

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

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

- 11.3.1. **Law and Equity.** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
- 11.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 11.3.3. **Future Approvals.** The right to withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project, in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

11.4. **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

11.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting

regarding the claimed emergency Default.

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

11.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

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

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

12.2. **Mediation of Disputes.**

12.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

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

12.3. **Arbitration of Disputes.**

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

12.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

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12.3.3. **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to

appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the County's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County to pay the arbitrator's fees.

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

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

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

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

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

With a Copy to: Weber County
Attn: Deputy County Attorney 2380 Washington Blvd
Ogden, UT 84401 [Chris Crockett](#)

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

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

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

13.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

14. **Administrative Modifications.**

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

Commented [CE22]: Who can apply for an allowable admin mod? Only master developer?

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

14.1.2. **Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

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

14.3. **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.

14.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

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

15. **Amendment.** Except for Administrative Modifications, any [application for](#) future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

Commented [CE23]: Administrative Modifications and Modification Applications → can we diversify the words being used to help avoid future confusion?

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

15.2. **Modification Application Contents.** Modification Applications shall:

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

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

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

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

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

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

15.5. **Planning Commission Review of Modification Applications.**

15.5.1. **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.

15.5.2. **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 Commission.

15.6. **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 Commission shall consider the Modification Application.

15.7. **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the

Modification Application is not consistent with the intent of this ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).

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

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

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

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

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

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

20.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.

20.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

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

20.4. **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

Commented [CE24]: Who at county? Can this be the Administrator or will it need to be elected officials (by vote??)?

20.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

20.6. **County Objection.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County. The County may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the County or elsewhere.

Commented [CE25]: Also allow for a denial if the assignment does not clearly establish the rights and responsibilities being assigned and retained, including clear accounting for assigned and retained RDUs, the count and placement of which shall reasonably comply with the configuration of the master plan?

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

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

I don't know... How do we keep the jurisdiction from having to become a ref between master developer and a partial assignee?

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

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

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

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

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

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

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

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

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

30. **Applicable Law.** This ARMDA 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.

31. **Venue.** Any action to enforce this ARMDA shall be brought only in the Second District Court for the State of Utah, Utah County.³⁴

32. **Entire Agreement.** This ARMDA, 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.

33. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are expressly modified by this ARMDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – ~~E~~-F and this ARMDA, this ARMDA shall prevail. For any conflict between Exhibits B – ~~E~~-F and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Exhibits B – ~~E~~-F are conceptual in nature designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

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

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

36. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMDA lawfully binding the County pursuant to Ordinance No.

_____ adopted by the County Commission on May __, 2025.

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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of The Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines
Exhibit "F"	County Vested Laws

[signatures on following pages]

COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Clerk/Auditor

Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the ____ day of May, 2025, personally appeared before me Sharon Bolos duly sworn, did say that she is the Chairman of the County Commission of Weber County, a political subdivision of the State of Utah and that the foregoing instrument was duly authorized by the County pursuant to an Ordinance adopted at a lawful meeting of the County Commission.

NOTARY PUBLIC

MASTER DEVELOPER

COBABE RANCH, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss

COUNTY OF WEBER)

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

NOTARY PUBLIC

EXHIBIT A: COBABE RANCH LEGAL DESCRIPTION

A PART OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 NORTH 00°26'26" EAST 1479.13 FEET; THENCE SOUTH 89°48'08" EAST 942.48 FEET; THENCE SOUTH 00°12'16" WEST 177.22 FEET; THENCE SOUTH 89°48'06" EAST 1537.86 FEET; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 888.49 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 618.30 FEET; THENCE NORTH 00°22'02" EAST 40.45 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 376.94 FEET; THENCE SOUTH 86°02'25" WEST 174.61 FEET; THENCE SOUTH 86°02'25" WEST 1121.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5100 EAST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°16'28" EAST 810.29 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°25'49" WEST 861.43 FEET; THENCE SOUTH 89°34'09" EAST 1506.02 FEET; THENCE SOUTH 89°34'09" EAST 300.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 176.671 ACRES.

EXHIBIT B: MASTER PLAN



COBABE RANCH

MASTER PLAN
WEBER COUNTY UTAH

DATE	APRIL 2005
PROJECT	000 0000 37
DRAWN BY	TK
REVISION BY	TK
VERSION	
REVISIONS	
SHEET TITLE	SITE PLAN
SHEET NUMBER	EX B

EXB

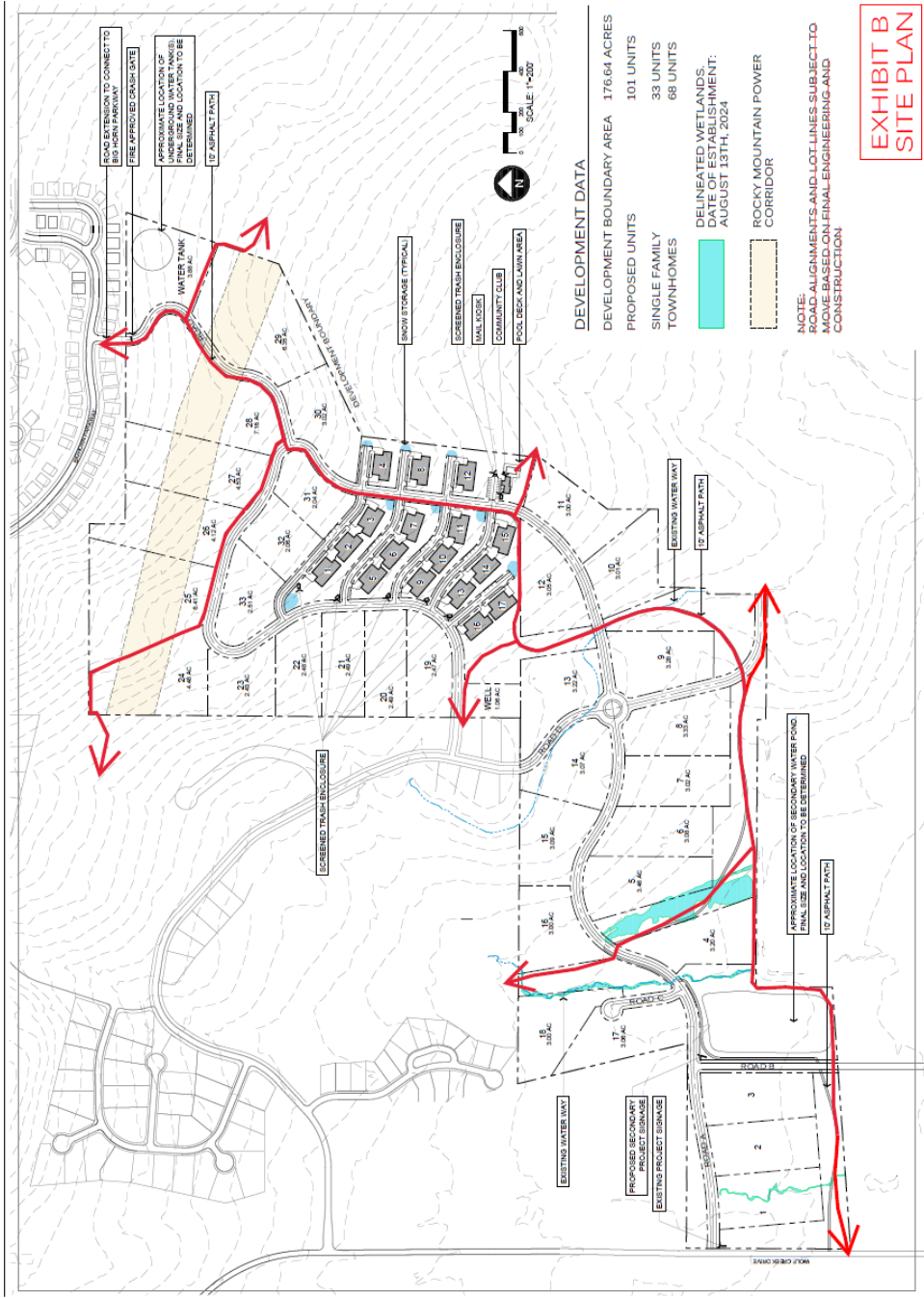


EXHIBIT B: MASTER PLAN (CONT.)

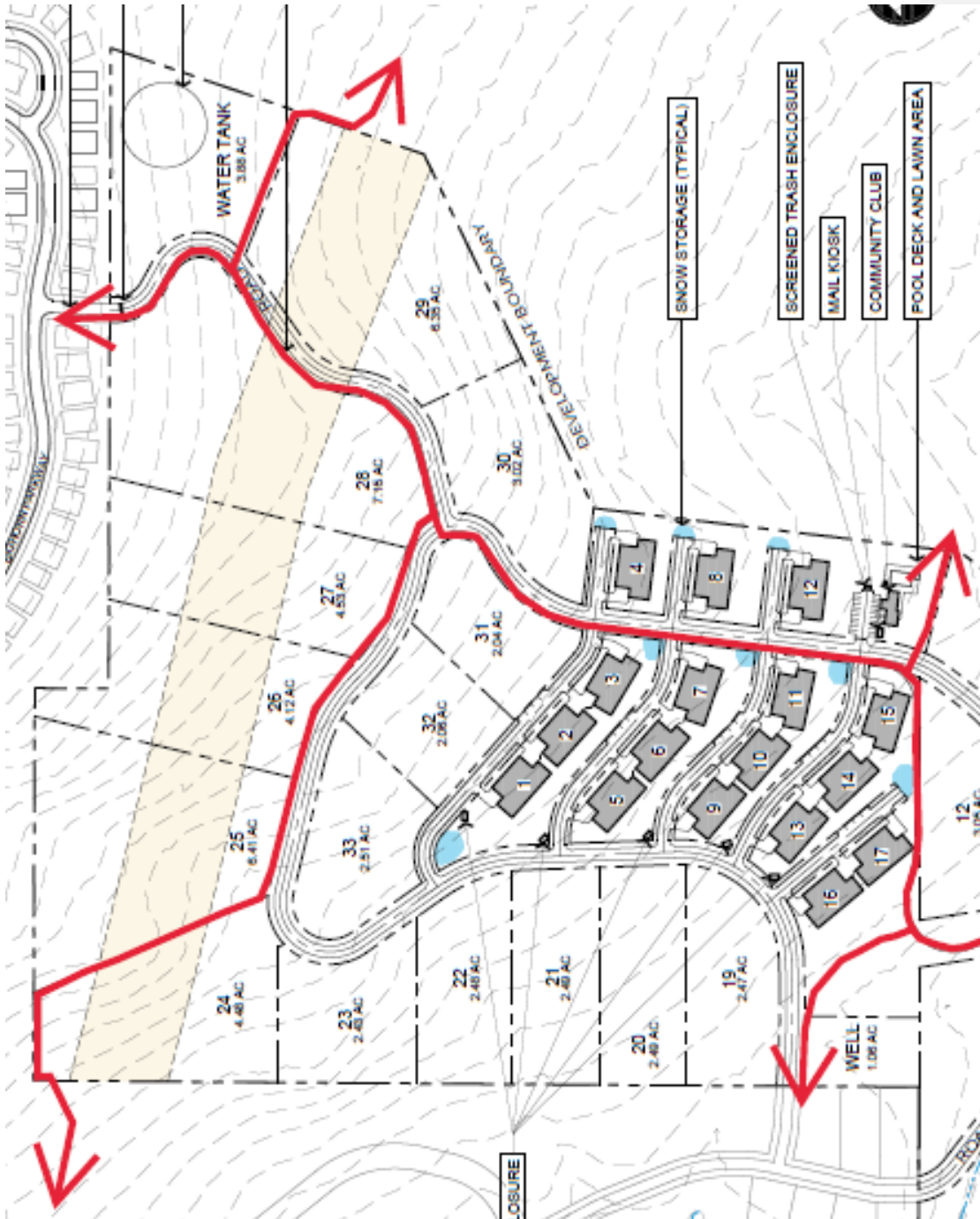


EXHIBIT B: MASTER PLAN (CONT.)

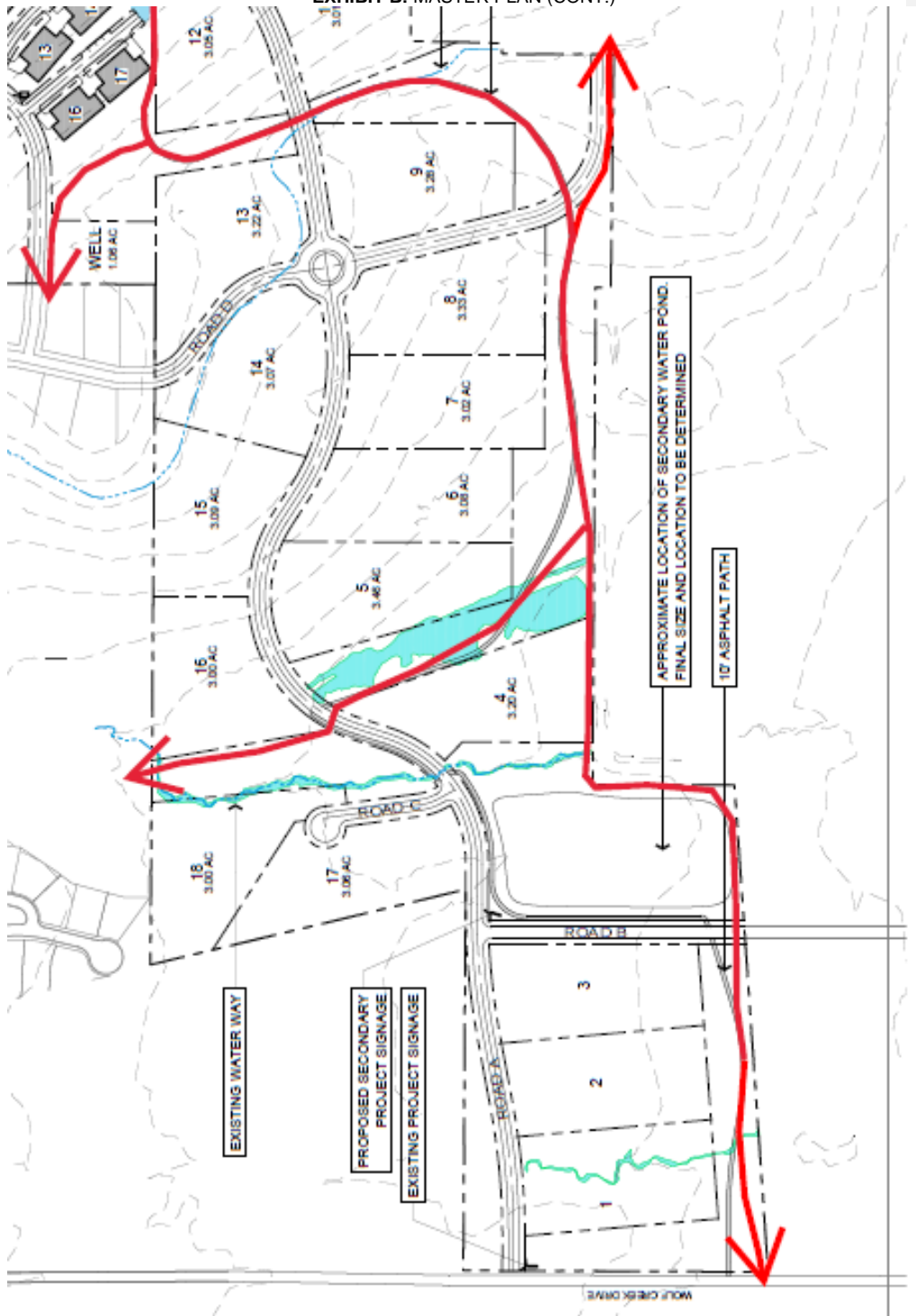


EXHIBIT C: PARKS, TRAILS, AND OPEN SPACE

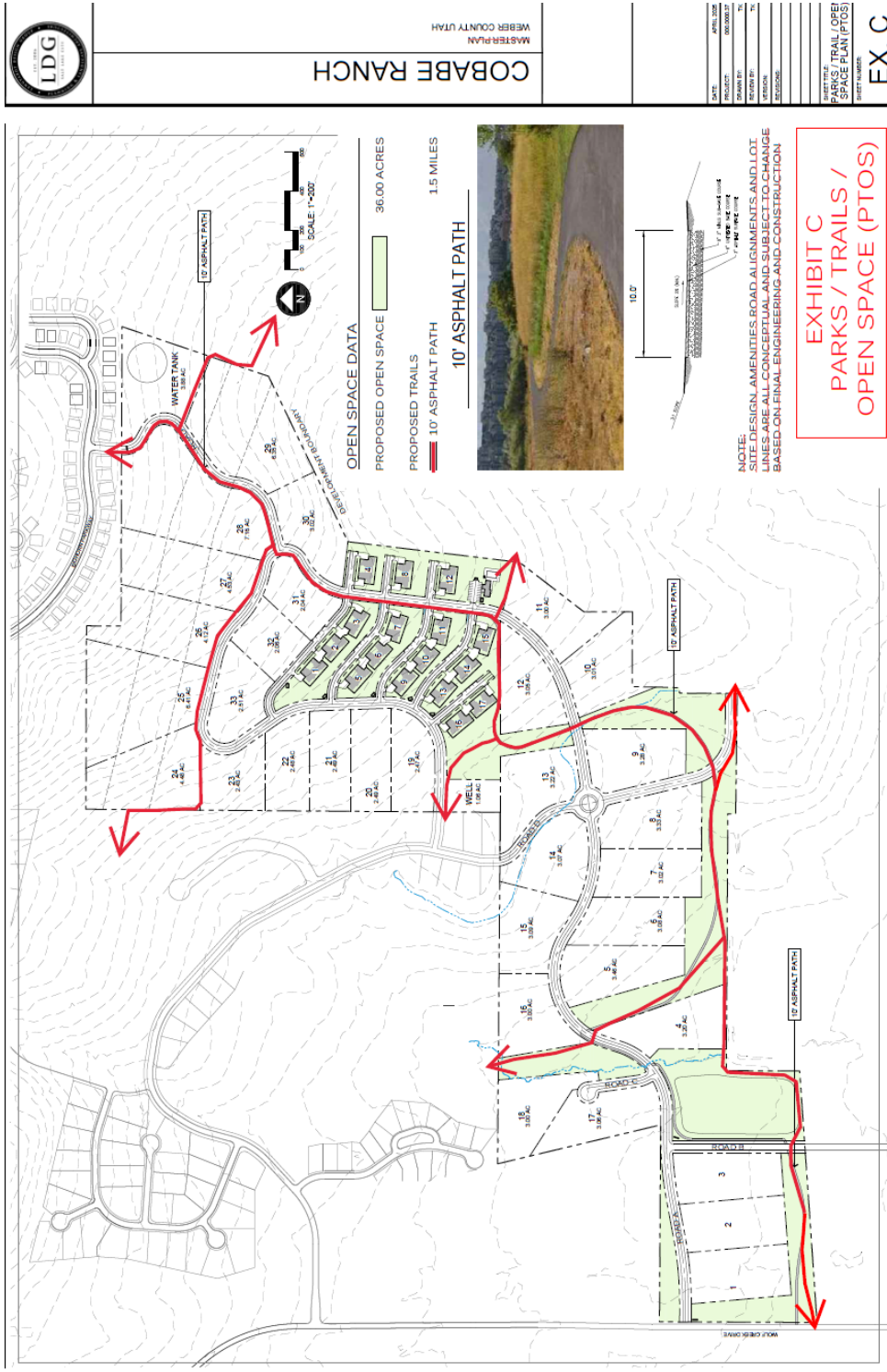


EXHIBIT C: PARKS, TRAILS, AND OPEN SPACE (CONT.)



EXHIBIT C: PARKS, TRAILS, AND OPEN SPACE (CONT.)

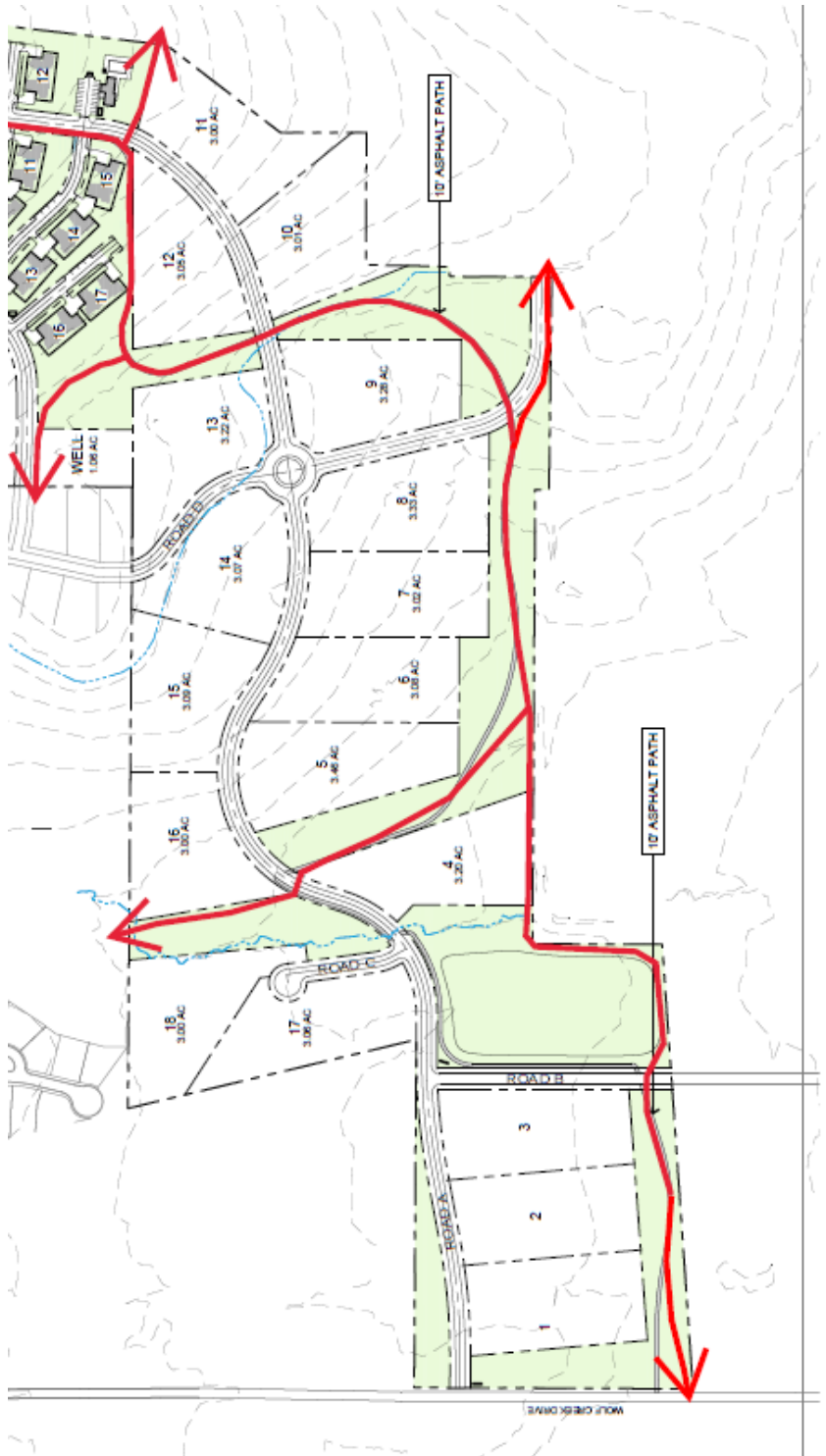
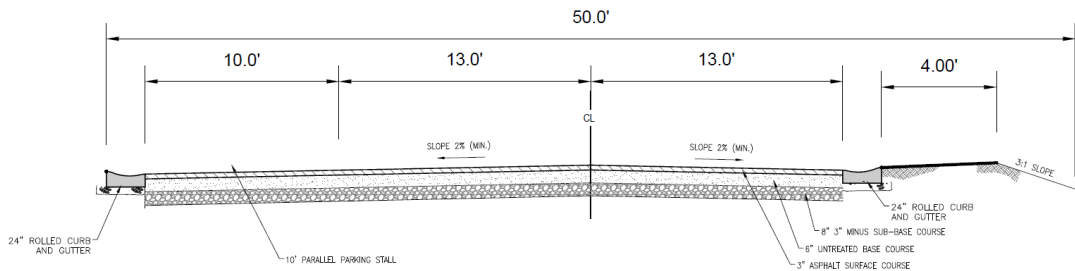
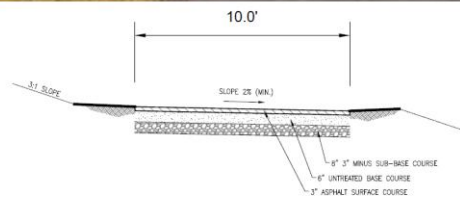


EXHIBIT D: TECHNICAL STANDARDS

10' ASPHALT PATH

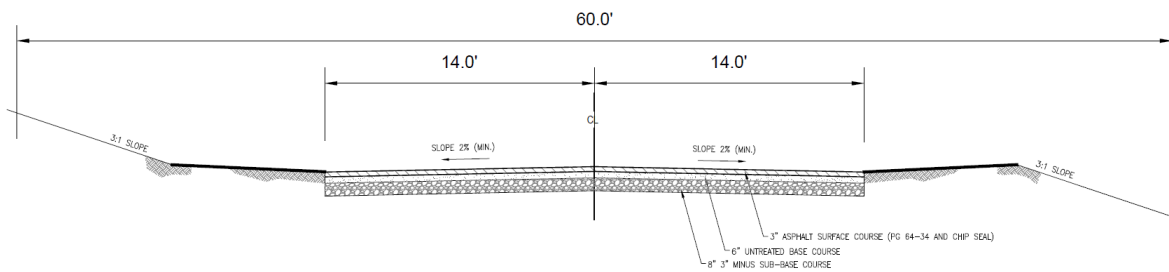


NOTE:

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

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



NOTE:

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

60' ROW - TYPICAL ROADWAY

NOT TO SCALE

EXHIBIT E: DESIGN GUIDELINES AND INTENDED USES

Intended Uses Table

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. Any use not listed is prohibited. A use listed is a main use, unless listed in the "accessory uses" part of the table. Codes listed in the Special Provisions column reference County's Vested Laws. The "Townhomes" column applies to land uses within the area depicted on the Master Plan for Townhomes, and the "Single-Family Dwellings" column applies to the land uses within the area depicted on the Master for Single-Family Dwellings.

Uses	Townhomes	Single-Family Dwellings	Special Provisions
ACCESSORY USES			
Accessory building , accessory and incidental to the use of a main building.	P	P	
Accessory dwelling unit .	N	P	See Title 108, Chapter 19.
Accessory use , accessory and incidental to the main use.	P	P	
Family food production , accessory to a residential use.	N	P	See Section 104-2-4.
Home occupation , accessory to a residential use.	P	P	See Title 108, Chapter 13.
Household pets , accessory to a residential use.	P	P	
Parking lot , accessory to a main use allowed in the zone.	P	P	
ANIMAL-RELATED NONCOMMERCIAL USES			
Animal grazing . Animal grazing, as defined in Title 101, Chapter 2.			
Apiary .			
Aviary .			
Corral, stable or building for keeping animals or fowl.			
Stable for horses, noncommercial .			Horses shall be for noncommercial use only. No more than two horses shall be kept for each acre of land used exclusively for the horses.
RESIDENTIAL USES			
Dwelling, single-family .	N	P	
Townhome .	P	N	
Short-term rental . ⁴⁷	P	P	See Title 108, Chapter 11. Minimum of three overnight stays per rental.
RECREATIONAL NONCOMMERCIAL USES			
Private park, playground or recreation area . No privately	C	C	

owned commercial amusement business.			
Public park, recreation grounds and associated buildings.	C	P	
UTILITY USES			
Public utility substations.	C	C	
Water storage reservoir, when developed by a utility service provider.	N	C	See Title 108, Chapter 10.
TEMPORARY CONSTRUCTION USES			
Materials processing.	P	P	See standards below.
Mass grading.	P	P	See standards below.
Temporary construction building.	P	P	The building or use shall be removed upon completion or abandonment of the construction work. Duration of use shall not exceed 24 months.

Minimum Site Development Standards

Uses	Townhomes	Single-Family Dwellings	Special Provisions
Lot Area:	Per Master Plan Layout	One Acre	Regardless of minimum lot area or configuration, the number of Townhomes and the number of Single-Family Dwellings shall not exceed their respective maximums specified in the Agreement.
Lot Width:	Per Master Plan Layout	60 Feet	
Setbacks:			
Front Yard Setback:	15 Feet	20 Feet	
Side Yard Setback:	8 Feet	10 Feet	Accessory buildings: 1 foot if located at least six feet in rear of main building.
Side Yard Setback for Corner Lot's Side Facing Street:	20 Feet	20 Feet	
Rear Yard Setback:	15 Feet	20 Feet	Accessory buildings: 1 foot, except 10 feet when on a corner Lot and adjacent to the adjoining Lot's front-yard.
Building Height:	Minimum: One Story. Maximum: 35 Feet.		Accessory building max: 25 feet.
Lot Coverage:	60 Percent		For the Townhomes, the remaining 40 percent shall be left in green space.

Minimum Standards for Mass Grading and Materials Processing

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

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

Building and Other Site Architectural and Design Standards

Buildings.

Buildings in the Project shall use the materials and colors represented in the following example images. While each building's actual layout and configuration may be different, each shall employ the architectural styling elements presented in the following example images.



Entry Monuments.

Each street entry to the Project shall have no more than one monument sign, which shall be substantially designed as presented in the following image.



EXHIBIT F: ZONING MAP

Note: In addition to the base zoning shown on the map below, the entire property is also in the Master Planned Development Overlay Zone (MPDOZ)

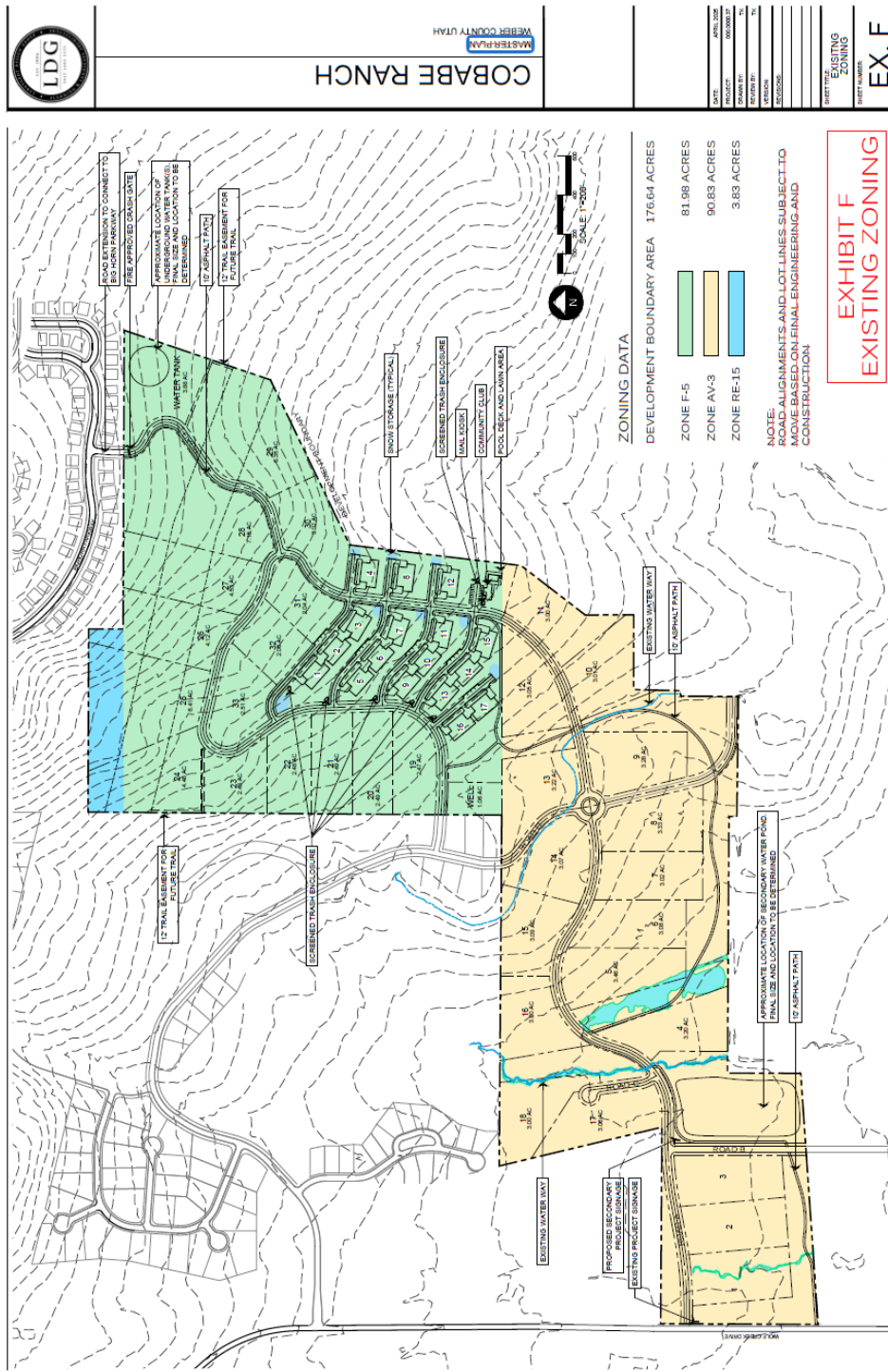


EXHIBIT G: COUNTY VESTED LAWS

(Starts on following page)

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

For recorder's use only

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

Wolf Creek Resort Holdings, LLC

WCU, LLC

Wolf Creek Exchange, LLC

Eagle Crest, LLC

Cobabe Ranch, LLC

Elkhorn, LLC

Wolfgange E. Korndorfer Trust

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List of Exhibits

Exhibit A: Zoning Map

Exhibit B: Density Transfer Map

Exhibit C: The Exchange Site Plan

Exhibit D: The Exchange Architectural Depictions

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

Exhibit F: Eagle Crest Site Plan

Exhibit G: Eagle Crest Architectural Depictions

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

Exhibit I: Cobabe Ranch Townhomes Site Plan

Exhibit J: Cobabe Ranch Townhomes Architectural Depictions

Exhibit K: Cobabe Ranch Single-Family Homes Site Plan

Exhibit L: Cobabe Ranch Single-Family Homes Architectural Depictions

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

Exhibit N: Burdened Parcels

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

2. Definitions and Interpretation.

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

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

3. Rezoning and Density Transfer.

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

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

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

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

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

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

- 3.3 Density Transfer Map.** The map attached to and made part of this Agreement as *Exhibit "B"* (the "Density Transfer Map") illustrates WCU's transfer of the Transferable Units. The general locations of 73 Units from Development Parcel/Zoning Parcel No. 3, 1 Unit from Development Parcel/Zoning Parcel No. 4, 162 Units from Development Parcel/Zoning Parcel No. 12-1, and the 5 Units from Parcel 12-2 are identified by the corresponding numerical labels on the Density Transfer Map displaying each of those Unit quantities.³
- 3.4 Transferred Units.** WCU has elected to transfer a portion of the Transferable Units to certain Project Areas that are owned, and will be developed, by other Developer Parties. Accordingly, the County agrees WCU may immediately transfer a portion of the Transferable Units as follows:
- 3.4.1** 144 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the mixed-use residential/commercial development known as The Exchange, located in Project Areas D & E.
- 3.4.2** 22 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the residential subdivision known as Eagle Crest, located in Project Areas A, B & C. Eagle Crest previously had an allowed density of 90 Units, and hereafter has an allowed density of 112 Units.
- 3.4.3** 55 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Maps) shall be transferred to a portion of the residential subdivision known Cobabe Ranch – specifically Project Area H. Cobabe Ranch previously had an allowed density of 46 Units, and hereafter has an allowed density of 101 Units.
- 3.5 Remaining Units.** The County agrees that, following WCU's transfer of the 221 Transferable Units, as described above, WCU will continue to hold the remaining 20 Transferable Units, which WCU may elect to transfer at some future point in time, as permitted by applicable County codes.

4. Projects.

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

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

5. Project Areas.

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

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

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

6. Project Developers.

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

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

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

7. Project Descriptions.

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

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

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

7.1.3 Allowed Uses:

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

7.1.4 Site development standards:

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

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

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

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

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

7.2.4 Allowed Uses:

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

7.2.5 Site development standards:

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

7.2.6 Lot Requirements:

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

7.2.7 Building / Unit Requirements:

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

7.2.8 Setback Requirements:

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

7.2.9 Open Space Requirements:

- Minimum open space is 40% (common area)

7.2.10 Design Variations:

Parking:

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

Curbs:

Requested rolled curb and gutter vs high back

Setbacks:

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

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

7.3.1 **Cobabe Ranch – Townhomes**

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

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

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

7.3.1.4 Allowed Uses:

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

7.3.1.5 Lot Requirements:

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

7.3.1.6 Building / Unit Requirements:

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

7.3.1.7 Setback Requirements:

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

7.3.1.8 Open Space Requirements:

- Minimum open space is 40% (common area)

7.3.1.9 Design Variations:

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

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

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

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

7.3.2.3 Allowed Uses:

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

7.3.2.4 Lot Requirements:

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

7.3.2.5 Building / Unit Requirements:

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

7.3.2.6 Setback Requirements:

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

7.3.2.7 Open Space Requirements:

- None

7.3.2.8 Design Variations:

- None

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

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

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

7.3.4 **County Services**

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

8. Development Standards.

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

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

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

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

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

- 8.6 Sanitary Sewer and Culinary Water.** The Project Developer(s) agree(s) to satisfy the requirements of the Wolf Creek Water and Sewer Improvement District, if any, regarding sanitary sewer and culinary water provisions for the Project Areas on which their Project is located.
- 8.7 Permits.** The Project Developer(s) agree(s) to obtain all necessary federal, state, and local permits required prior to any work on any portion of their Project or Project Area that requires such permits, including, but not limited to, building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.
- 8.8** In addition to the development standards set forth under this Section 8, the development of each Project shall comply with any applicable federal, state and County ordinances, laws, rules, and regulations.

9. Vesting.

- 9.1** The Parties acknowledge, understand and agree that, to the maximum extent permitted under applicable County, State or Federal laws, this Agreement (A) effectuates and grants the Zone Changes, (B) effectuates and grants the Density Transfer, and (C) grants each Developer Party the right to use and develop the Project Area(s) owned by such Developer Party, along with the right to develop and construct the Project to be located upon such Project Area(s), as collectively set forth in this Agreement, without modification or interference by the County, except as allowed or required by this Agreement or any applicable laws (collectively, the “Entitlements”). The Parties intend that the rights granted to the Developer Parties under this Agreement are contractual, and that the Developer Parties shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that the Entitlements are “vested rights” as that term is construed under Utah’s common law and pursuant to Utah Code Ann. §17-27a-508.
- 9.2** Neither the County nor any department or agency of the County shall impose upon any Project or Project Area (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a “New Law”) that reduces or impacts the Entitlements or any other development rights provided by this Agreement. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and /or the Entitlements if it would accomplish any of the following results in a manner that is inconsistent with or more restrictive than any applicable law, either by specific reference to any Project or as part of a general enactment that applies to or affects any Project or Project Area:
- (i) change any land uses or permitted uses of any Project or Project Area;
 - (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of any Project or Project Area in any manner so long as all applicable requirements of this Agreement and the applicable zoning ordinances are satisfied; or
 - (iii) apply to any Project or Project Area any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations.

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

- 9.3** The Parties understand and agree that each Project and Project Area will be required to comply with any New Laws that do not limit or interfere with any Developer Party's vested rights, including any Entitlements or any other development rights granted pursuant to the terms of this Agreement. The following is a non-exhaustive list, for illustrative purposes, of examples of the type of New Laws that may be enacted by the County that would apply to and be enforced against any Project or Project Area:
- 9.3.1 Compliance with State and Federal Laws.** Any New Laws that are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting any Project or Project Area.
 - 9.3.2 Safety Code Updates.** Any New Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 9.3.3 Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
 - 9.3.4 Fees.** Changes to the amounts of fees for the processing of development applications that are generally applicable to all developments within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
 - 9.3.5 Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 9.4** Each Developer Party acknowledges, understands and agrees that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify any Developer Party's vested rights, including any Entitlements or any other development rights, as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Sections 17-27a-508 and 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws
- 9.5** The Parties acknowledge, understand and agree that any use lawfully established under this Agreement replaces and supersedes any previously approved development agreements that may pertain to or be recorded against any Project or Project Area.

10. Default and Remedies.

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

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

10.3 Dispute Resolution Process.

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

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

11. Independent Application of Agreement to Each Project.

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

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

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

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

12. Amendments.

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

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

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

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

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

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

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

13. Termination of Agreement.

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

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

14. Notices.

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

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

If to the County:

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

With copies to:

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

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

If to the Developer Parties:

**Wolf Creek Resort Holdings, LLC, WCU, LLC, Wolf Creek Exchange, LLC,
Eagle Crest, LLC or Cobabe Ranch, LLC:**
3718 N. Wolf Creek Drive
Eden, UT 84310

Elkhorn, LLC

P.O. Box 480
Eden, UT 84310

Wolfgange E. Korndoerfer Trust

4317 Highway 38
Franksville, WI 53126-9436

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

15. General Provisions.

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

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

- 15.1.2 Related Party Transfer.** Any Developer Party's transfer of all or any part of any Project Area to any entity that is "related" to such Developer Party (as defined by regulations of the Internal Revenue Service), any Developer Party's entry into a joint venture for development of the Project or Project Area, or any Developer Party's pledging of part or all of the Project or Project Area as security for financing shall also not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Developer Party shall give the County notice of any event specified in this Subsection 15.1.2 no later than ten (10) days after the event has occurred. Such notice shall include providing the County with all necessary contact information for the newly responsible party.
- 15.1.3 Notice.** Developer Party shall give notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making any evaluations permitted under this Section 15.1. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 15.1.4 Deemed Approved.** Unless the County objects in writing within thirty (30) business days the County shall be deemed to have approved of and consented to the assignment.
- 15.1.5 Partial Assignment.** If any proposed assignment is for less than all of any Developer Party's rights and responsibilities, the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, the Developer Party shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 15.1.6 Ground for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
- (i) If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Developer Party proposed to be assigned;
 - (ii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
 - (iii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that negates the purpose of planning the Project area as one complete planned development.
- 15.1.7 Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment
- 15.2 Annexation.** Each Developer Party, on behalf of itself and its successors, and any future owners of the Project Area(s) owned by such Developer Party, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403, or otherwise object to any effort to annex the Project Area(s) owned by such Developer Party into any municipality adjacent to such Project Area(s) under Utah Code § 10-2-418 provided that: (a) such annexation will not in any way diminish the Developer Party's right and ability to develop its Project(s) and/or Project Area(s) as provided in this Agreement; and (b) the annexing municipality agrees to adopt the terms and provisions of this Agreement, including Exhibits, by ordinance. The Parties to this Agreement acknowledge and agree that any Project Area(s) must be annexed, if at all, in its/their entirety (i.e. no piecemeal or partial annexations of any Project Area(s) will be permitted). Each Developer Party reserves the right to protest or otherwise object to any attempt to pursue the partial annexation of any Project Area(s), or any attempt to annex such Project Area(s) without the conditions of clauses (a) and (b), above, being satisfied. Further,

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

- 15.3 Binding Effect.** This Agreement shall be binding upon each of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) assigns, devisees, administrators, representatives, and all other persons or entities that may acquire ownership of any Project(s) or Project Area(s), whether by sale, operation of law, devise, or in any other manner whatsoever
- 15.4 No Waiver.** The failure of any Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
- 15.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 15.6 Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided herein, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each Party covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop any particular Project(s) in conformity with the terms and conditions specified in this Agreement.
- 15.7 Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 15.8 Force Majeure Event.** A Force Majeure Event shall be promptly addressed by the Project Developer(s) that are claiming the existence of such Force Majeure Event. County agrees to offer a reasonable period for the Project Developer(s) to cure the effect of the event given the extent of the effect on their Project and the ability of the Project Developer(s) to redress the effect.
- 15.9 Entire Agreement.** This Agreement, together with all Exhibits or any other attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between them, whether written or oral.
- 15.10 Recitals Incorporated.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate and correct.

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

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

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

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

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

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

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

"County"

Weber County,
a political subdivision of the State of Utah

Name: _____

By: Gage Froerer, Chair
Board of County Commissioners

Date: _____

Approved as to form and legality:

Attest:

Courtlan Erickson, Deputy County Attorney

Ricky Hatch, CPA, Clerk/Auditor

[DEVELOPER PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE]

"Developer Parties"

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

Name: _____

By: _____

Its: _____

Date: _____

Eagle Crest, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

WCU, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Cobabe Ranch, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Wolf Creek Exchange, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Elkhorn, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Wolfgang E. Korndorfer Trust

Name: _____

By: _____

Its: _____

Date: _____

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Resorts Holdings, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Eagle Crest, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT
(WCU, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Cobabe Ranch, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Exchange, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Elkhorn, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Wolfgange E. Korndoerfer Trust)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

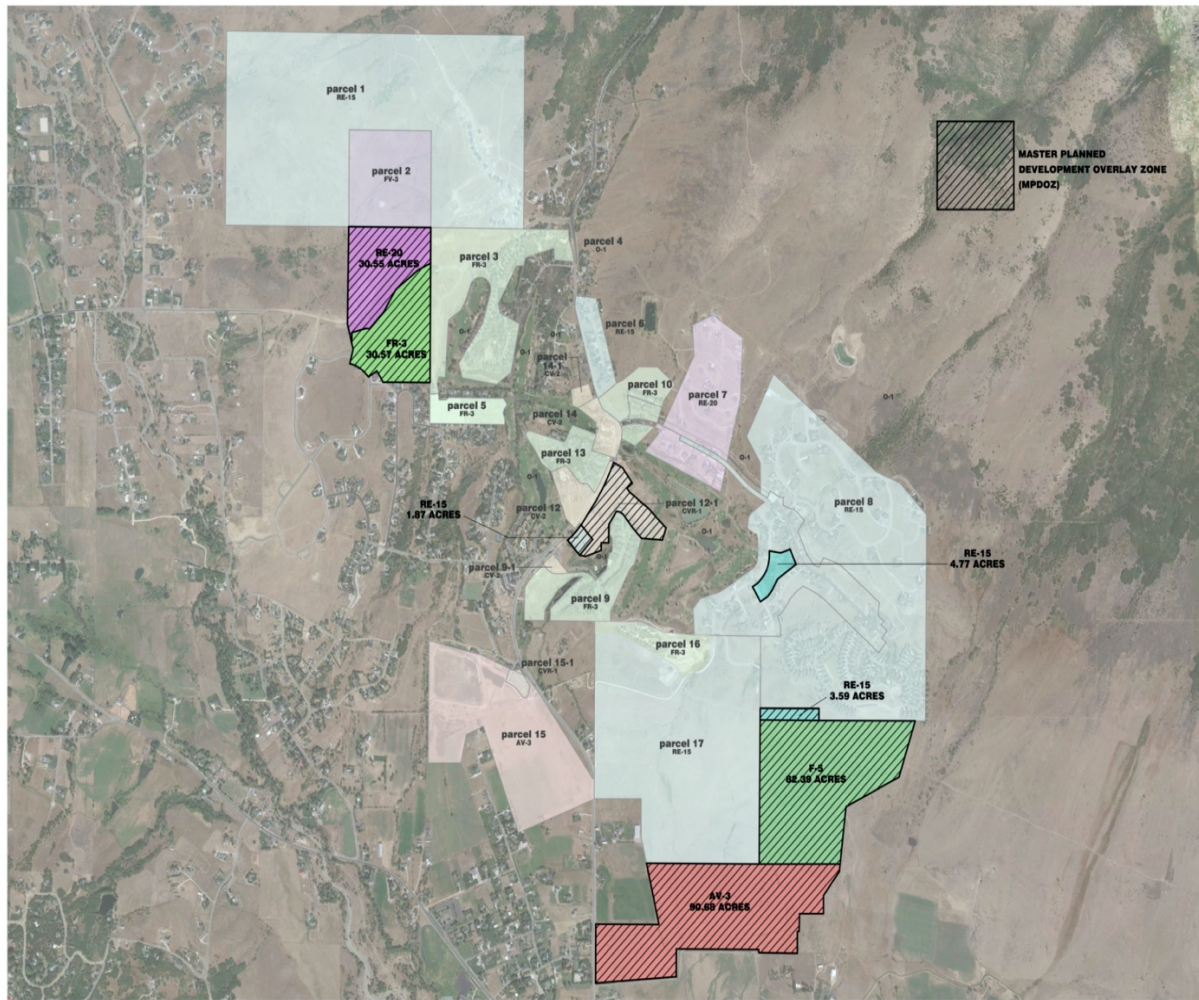
Notary Seal

(Signature of Notary)

My Commission Expires: _____

Exhibit "A"

Zoning Map
 [Page 1 of 2]



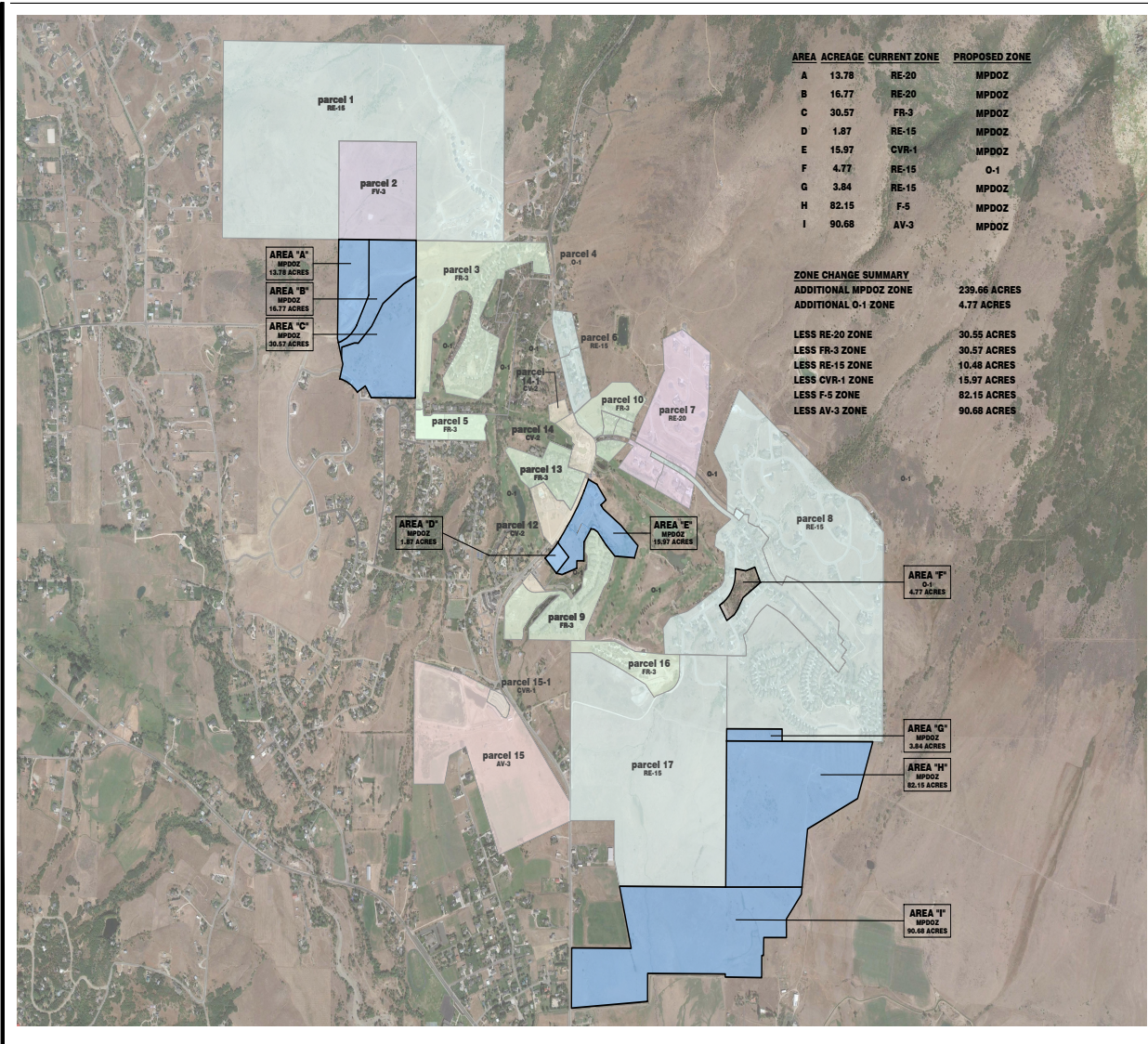
EAGLE CREST / COBABE RANCH / THE EXCHANGE
 ZONING MAP

DATE:	APRIL 2021
PROJECT:	000/000/00
DRAWN BY:	TS
REVIEW BY:	TS
VERSION:	
REVISIONS:	

SHEET TITLE
 CURRENT
 ZONING
 SHEET NUMBER
 Z1.0

Exhibit “A”

Zoning Map
[Page 2 of 2]



EAGLE CREST / COBABE RANCH / THE EXCHANGE
ZONING MAP

DATE:	APRIL 2023
PROJECT:	2023-0000-00
DRAWN BY:	DK
REVIEW BY:	DK
VERSION:	
REVISION:	
SHEET TITLE:	PROPOSED ZONING
SHEET NUMBER:	Z1.1

Exhibit “B”
Density Transfer Map

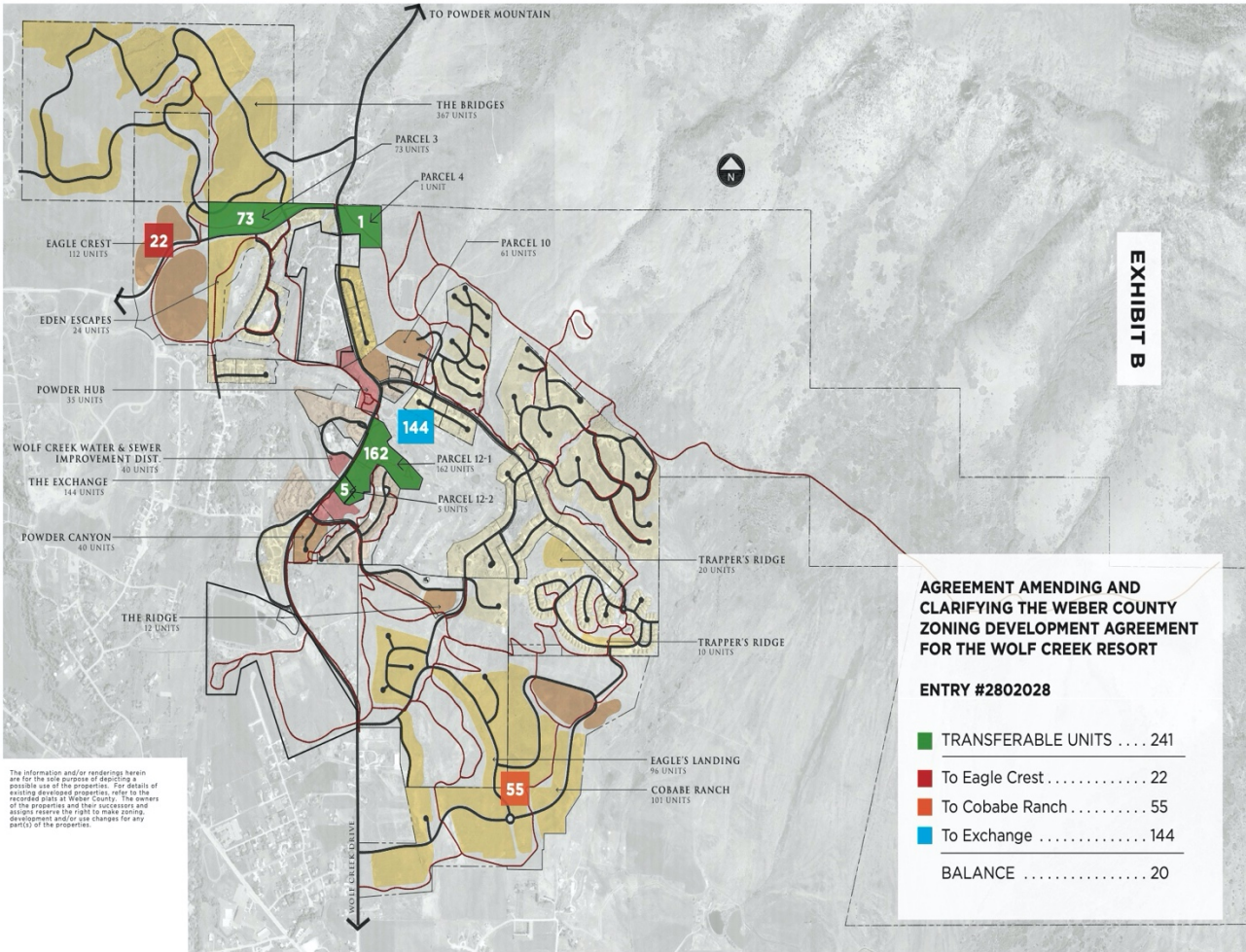


Exhibit "C"
The Exchange Site Plan



Exhibit "D"
The Exchange Architectural Depictions



THE EXCHANGE AT WOLF CREEK CONCEPT

Exhibit "E"

Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

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

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

Sec 104-11-1 Intent And Purpose

Sec 104-11-2 Submittal Requirements

Sec 104-11-3 Permitted Uses

Sec 104-11-4 Conditional Uses

Sec 104-11-5 Additional Design Requirements

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

Sec 104-11-7 Signs

Sec 104-11-1 Intent And Purpose

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

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

Sec 104-11-2 Submittal Requirements

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

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

Sec 104-11-3 Permitted Uses

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

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

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

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

HISTORY

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

Sec 104-11-4 Conditional Uses

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

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

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

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

HISTORY

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

Sec 104-11-5 Additional Design Requirements

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

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

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

HISTORY

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

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

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

USE**AREA**

Condominium rental apartment or other overnight lodging use:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Dwelling unit, if approved as part of a MPD overlay zone:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Lockout sleeping room:	500 square feet of overall net developable area.
Other uses:	None.

- (b) **Width.** 150-foot minimum overall project development width is required, as measured at the yard setback and the street frontage.
- (c) **Yard setback.** The minimum yard setbacks from the overall project development boundary are as follows:

YARD**SETBACK**

Front:	30 feet
--------	---------

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

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

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

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

HISTORY

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

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

Sec 104-11-7 Signs

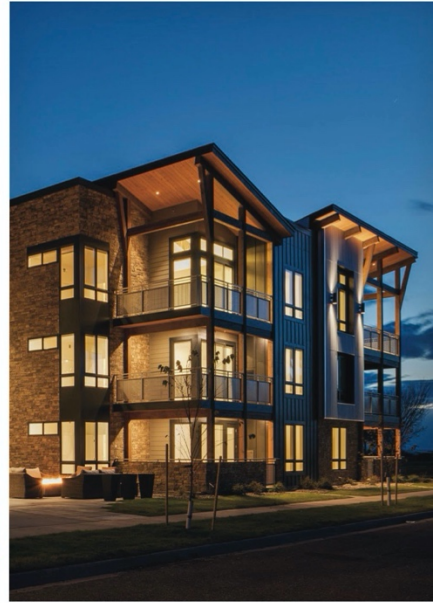
Signs shall be as permitted in title 110, chapter 2, Ogden Valley signs.

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

Exhibit “F”
Eagle Crest Site Plan



Exhibit "G"
Eagle Crest Architectural Depictions



EAGLE CREST ARCHITECTURAL CONCEPT

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

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

Chapter 104-17 Forest Residential Zone FR-3

Sec 104-17-1 Purpose And Intent

Sec 104-17-2 Permitted Uses

Sec 104-17-3 Conditional Uses

Sec 104-17-4 Permitted Signs And Regulations

Sec 104-17-5 Site Development Standards

Sec 104-17-1 Purpose And Intent

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

(Ord. of 1956, § 15-1; Ord. No. 9-81)

Sec 104-17-2 Permitted Uses

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

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

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

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

HISTORY

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

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

Sec 104-17-3 Conditional Uses

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

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

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

HISTORY

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

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

Sec 104-17-4 Permitted Signs And Regulations

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

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

Sec 104-17-5 Site Development Standards

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

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

(1) Developments using individual wastewater disposal systems:

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

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

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

developable acre of land or part thereof.

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

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

(c) *Minimum yard setbacks.*

(1) Front: 25 feet.

(2) Side.

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

(3) Rear.

- a. Main building: 30 feet.
- b. Accessory building: one foot except eight feet where accessory building rears on side yard of adjacent corner lot.

(d) *Main building height.*

(1) Minimum: one story.

(2) Maximum: 35 feet.

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

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

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

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

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

dwelling structures shall be closer than 30 feet.

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

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

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

Exhibit "I"
Cobabe Ranch Townhomes Site Plan



Exhibit "J"
Cobabe Ranch Townhomes Architectural Depictions



COBABE RANCH TOWNHOMES

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



Exhibit "L"
Cobabe Ranch Single-Family Architectural Depictions



COBABE RANCH ARCHITECTURAL CONCEPT

Exhibit "M"

Residential Estate Zones (RE-15/RE-20) Ordinance

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

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

Sec 104-3-1 Purpose And Intent

Sec 104-3-2 Permitted Uses

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

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

Sec 104-3-5 Conditional Uses

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

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

Sec 104-3-8 Sign Regulations

Sec 104-3-1 Purpose And Intent

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

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

Sec 104-3-2 Permitted Uses

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

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

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

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

HISTORY

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

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

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

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

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

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

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

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

Sec 104-3-5 Conditional Uses

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

- (a) Child day care or nursery.

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

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

HISTORY

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

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

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

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

(Ord. No. 2011-2, § 3-6, 1-18-2011)

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

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

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

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

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

Sec 104-3-8 Sign Regulations

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

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

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

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

Exhibit "N"
Burdened Parcels

Legal Descriptions
[totaling five (5) pages]

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

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

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET: (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

COBABE RANCH LEGAL DESCRIPTION

A PART OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 NORTH 00°26'26" EAST 1479.13 FEET; THENCE SOUTH 89°48'08" EAST 942.48 FEET; THENCE SOUTH 00°12'16" WEST 177.22 FEET; THENCE SOUTH 89°48'06" EAST 1537.86 FEET; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 888.49 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 618.30 FEET; THENCE NORTH 00°22'02" EAST 40.45 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 376.94 FEET; THENCE SOUTH 86°02'25" WEST 174.61 FEET; THENCE SOUTH 86°02'25" WEST 1121.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5100 EAST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°16'28" EAST 810.29 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°25'49" WEST 861.43 FEET; THENCE SOUTH 89°34'09" EAST 1506.02 FEET; THENCE SOUTH 89°34'09" EAST 300.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 176.671 ACRES.



COBABE RANCH

MASTER PLAN
WEBER COUNTY UTAH

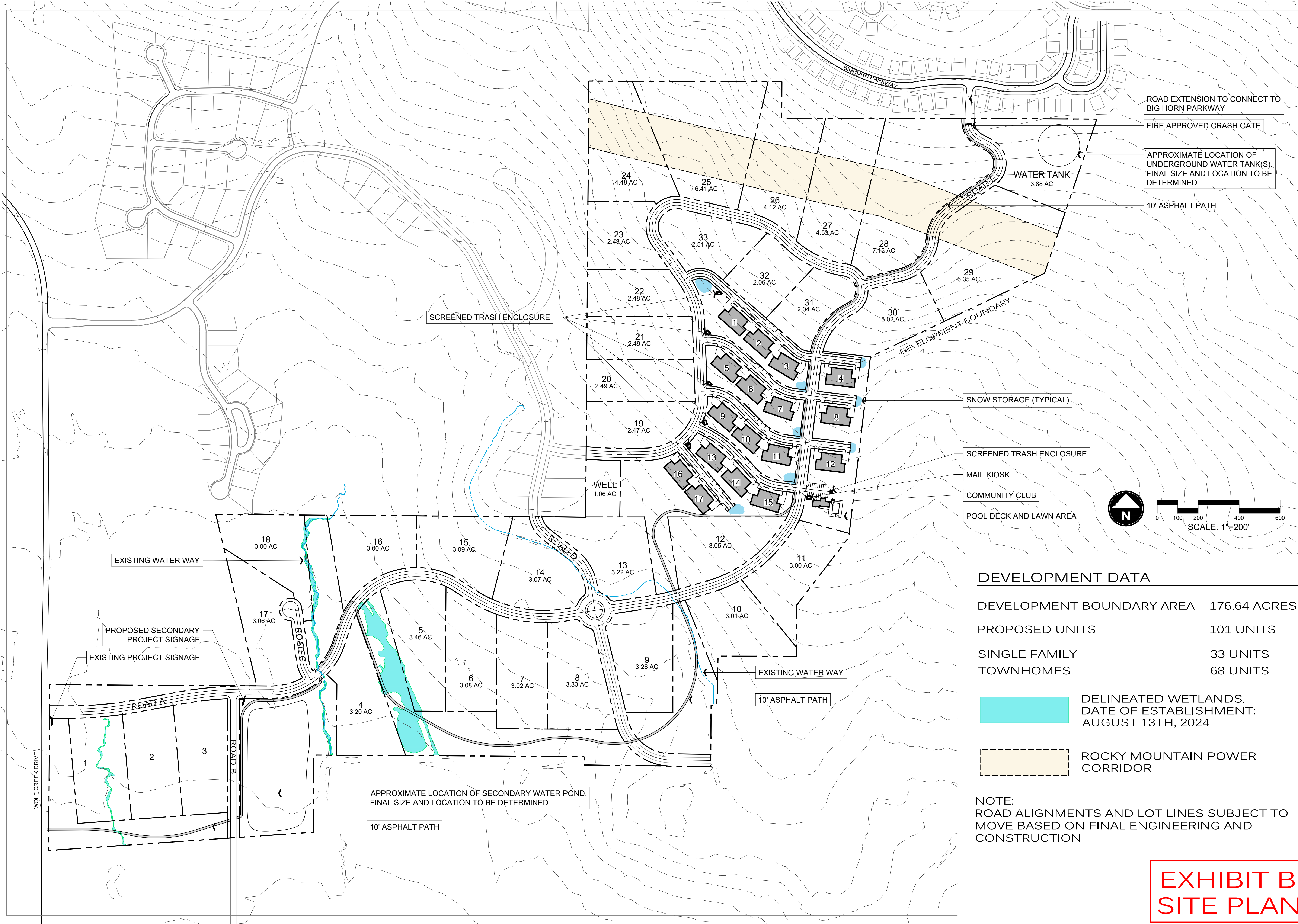


EXHIBIT B
SITE PLAN

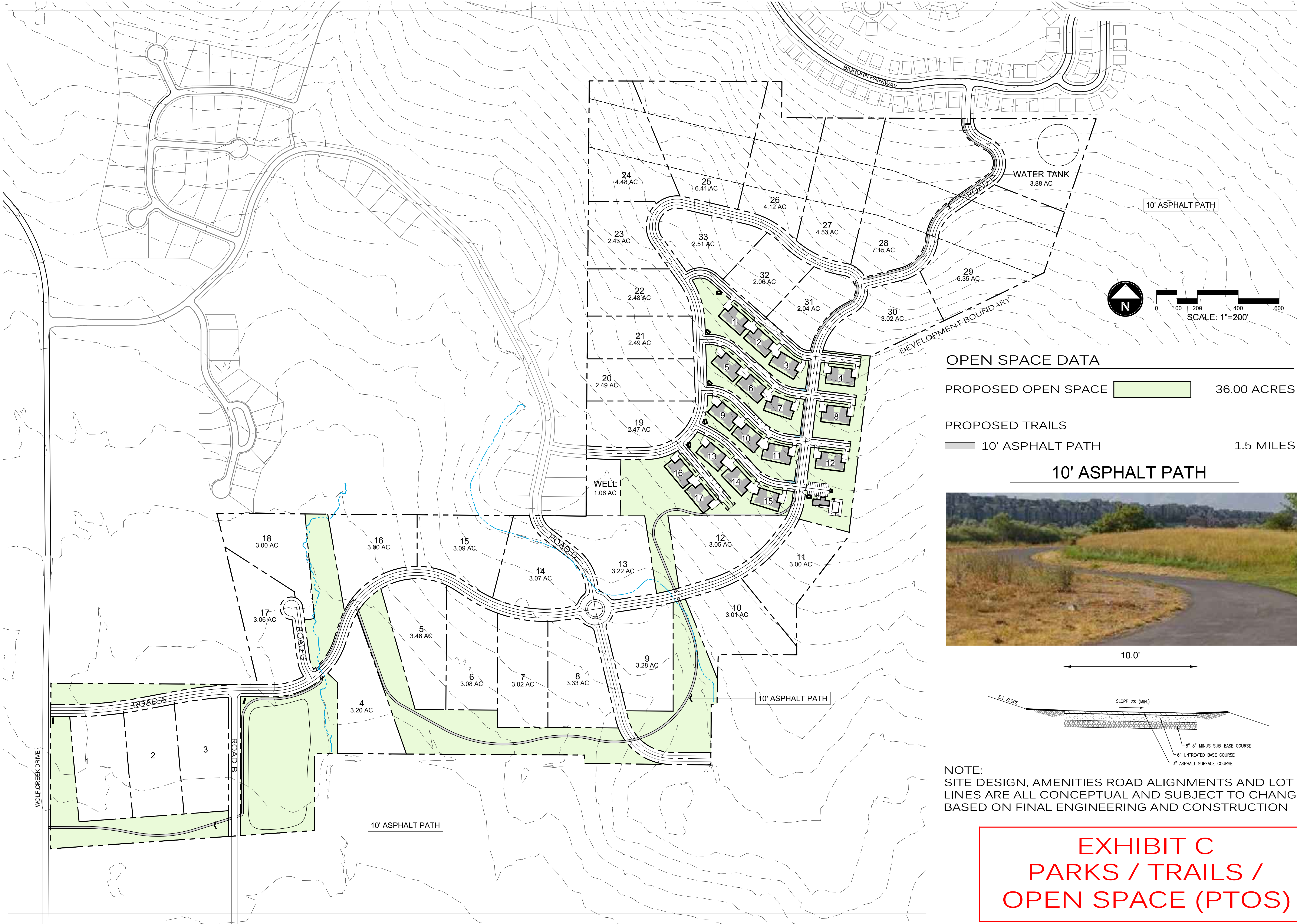
DATE:	APRIL 2025
PROJECT:	000.0000.37
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:	SITE PLAN
SHEET NUMBER:	EX. B



COBABE RANCH

MASTER PLAN
WEBER COUNTY UTAH



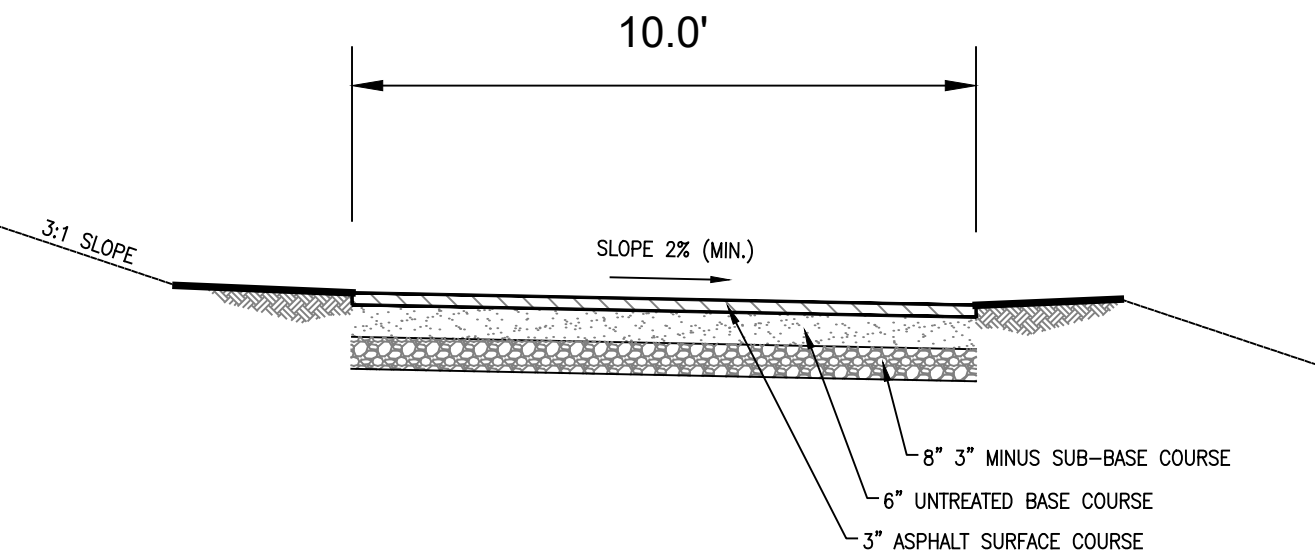
OPEN SPACE DATA

PROPOSED OPEN SPACE 36.00 ACRES

PROPOSED TRAILS

10' ASPHALT PATH 1.5 MILES

10' ASPHALT PATH



NOTE:
SITE DESIGN, AMENITIES ROAD ALIGNMENTS AND LOT
LINES ARE ALL CONCEPTUAL AND SUBJECT TO CHANGE
BASED ON FINAL ENGINEERING AND CONSTRUCTION

EXHIBIT C
PARKS / TRAILS /
OPEN SPACE (PTOS)

DATE:	APRIL 2025
PROJECT:	000.0000.37
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:
PARKS / TRAIL / OPEN
SPACE PLAN (PTOS)
SHEET NUMBER:

EX. C



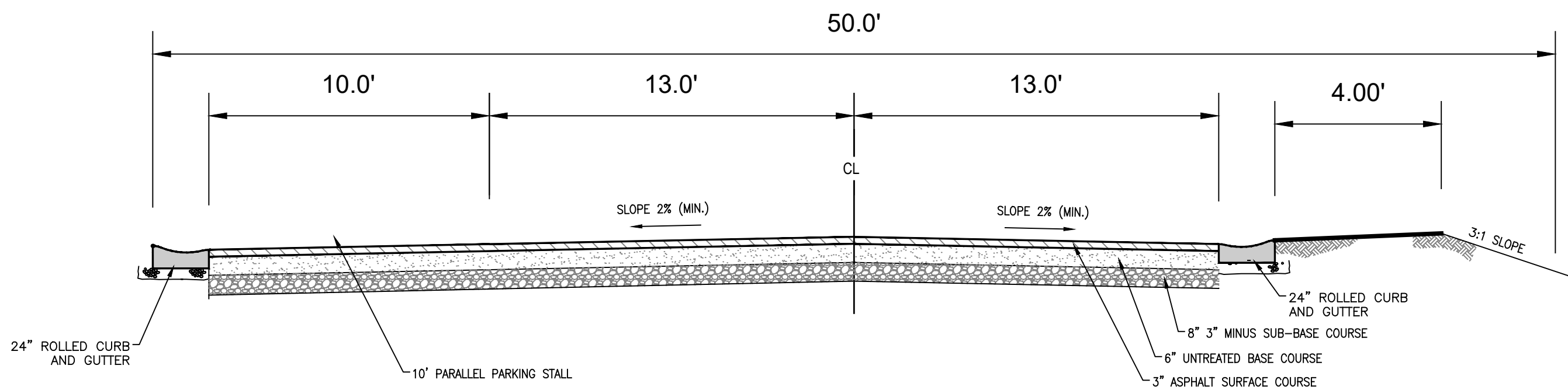
COBABE RANCH

MASTER PLAN
WEBER COUNTY UTAH

DATE:	APRIL 2025
PROJECT:	000.0000.37
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:	TECHNICAL GUIDELINES
SHEET NUMBER:	

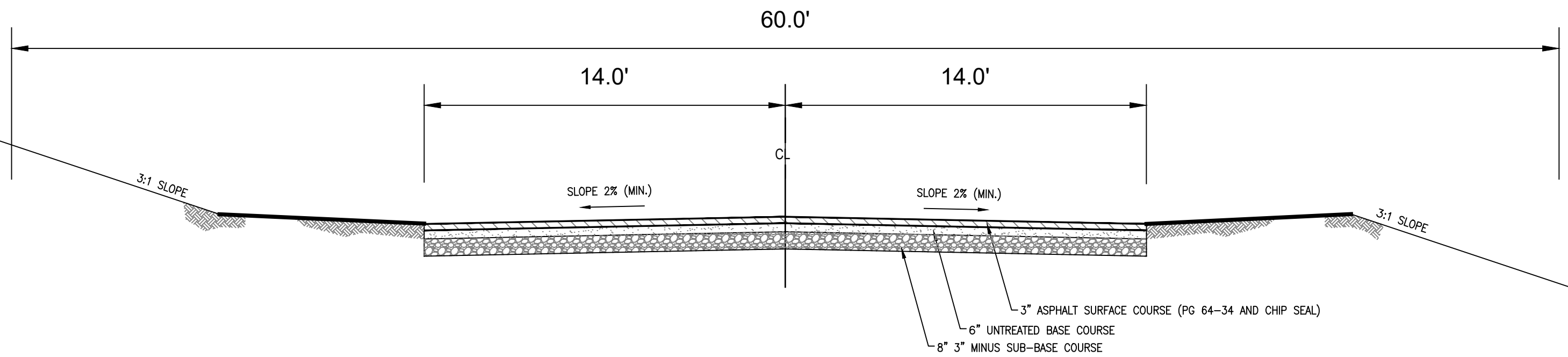
EX. D



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

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



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

60' ROW - TYPICAL ROADWAY

NOT TO SCALE

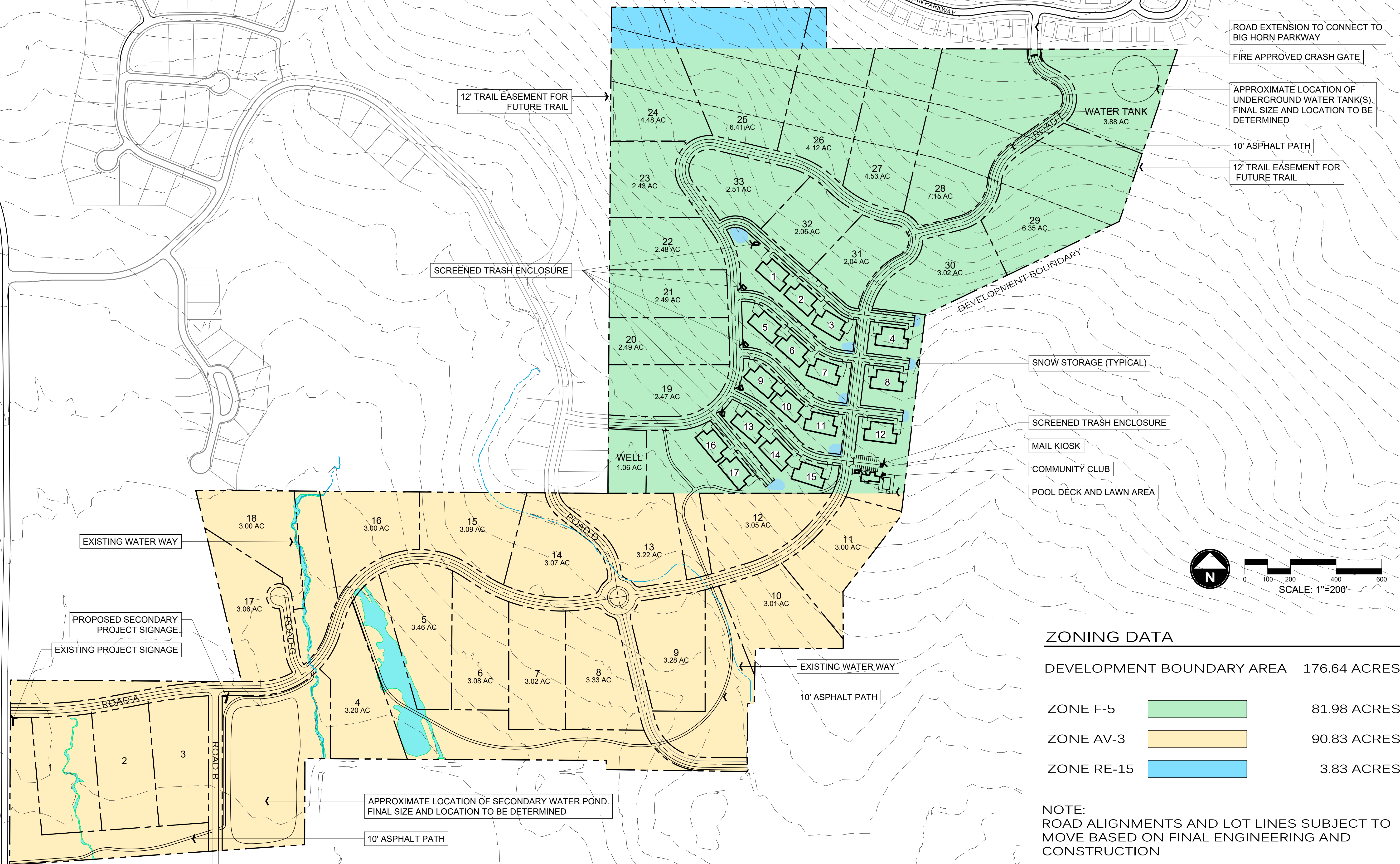
ROAD PROFILE

NOT TO SCALE

EXHIBIT D
TECHNICAL GUIDELINES



COBABE RANCH

MASTER PLAN
WEBER COUNTY UTAH

ZONING DATA

DEVELOPMENT BOUNDARY AREA	176.64 ACRES
ZONE F-5	81.98 ACRES
ZONE AV-3	90.83 ACRES
ZONE RE-15	3.83 ACRES

NOTE:
ROAD ALIGNMENTS AND LOT LINES SUBJECT TO
MOVE BASED ON FINAL ENGINEERING AND
CONSTRUCTION

EXHIBIT F EXISTING ZONING

DATE:	APRIL 2023
PROJECT:	000.0000.3
DRAWN BY:	TH
REVIEW BY:	TH
VERSION:	
REVISIONS:	

SHEET TITLE:
**EXISTING
ZONING**

SHEET NUMBER:

EX. F



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-02, A public hearing and possible action for an application to amend the development agreement for the previously approved Eagle Crest development, located at approximately 4601 East Fairways Drive. The amendments are intended to help clarify the roles and responsibilities of both the developer and the governing body.

Agenda Date: April 29, 2025

Applicant: Eagle Crest, LLC

File Number: ZDA2025-02

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/21918>

Property Information

Approximate Address: 4601 East Fairways Drive in the unincorporated Wolf Creek area.

Current Zone(s): RE-20, FR-3, and MPDOZ

Proposed Zone(s): RE-20, FR-3, and MPDOZ

Adjacent Land Use

North: The Bridges Development	South: Patio Springs and Eagle Ridge Subs (Res)
East: Eden Escape Sub (Residential)	West: Vacant

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 27 Master Planned Development Overlay Zone.

Legislative Decisions

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

Summary and Background

This purpose of this application is to amend an existing development agreement for the Eagle Crest development project. The Eagle Crest project consumes about 66.63 acres and is located west of the established Wolf Creek neighborhoods. The property's current zoning is not being proposed to change.

The proposed amendment will change the existing development agreement from its current format, simplify it, correct errors, and provide clearer roles and responsibilities for both the developer and the county. The process to amend a legislatively adopted development agreement is the same process used for a rezone. While no zoning is being proposed to change with this amendment, there may be references in this report to rezone process requirements.

Staff is recommending approval of the development agreement with specific considerations and recommendations.

Policy Analysis

Figure 1: Original Eagle Crest Master Plan

This application is to amend the development agreement for the Eagle Crest development. The purpose for the amendment is to provide better clarity, reduce inconsistencies, correct errors, and better provide for the roles and responsibilities of both the county and the developer.

This application is being run in tandem with the applicant to amend the same existing development agreement as it pertains to Cobabe Ranch. Both will be reviewed on the same agenda, and the facts and circumstances of each are very similar. This report addresses unique considerations for Eagle Crest, but a more general analysis of the application can be reviewed in the Cobabe Ranch DA staff report.

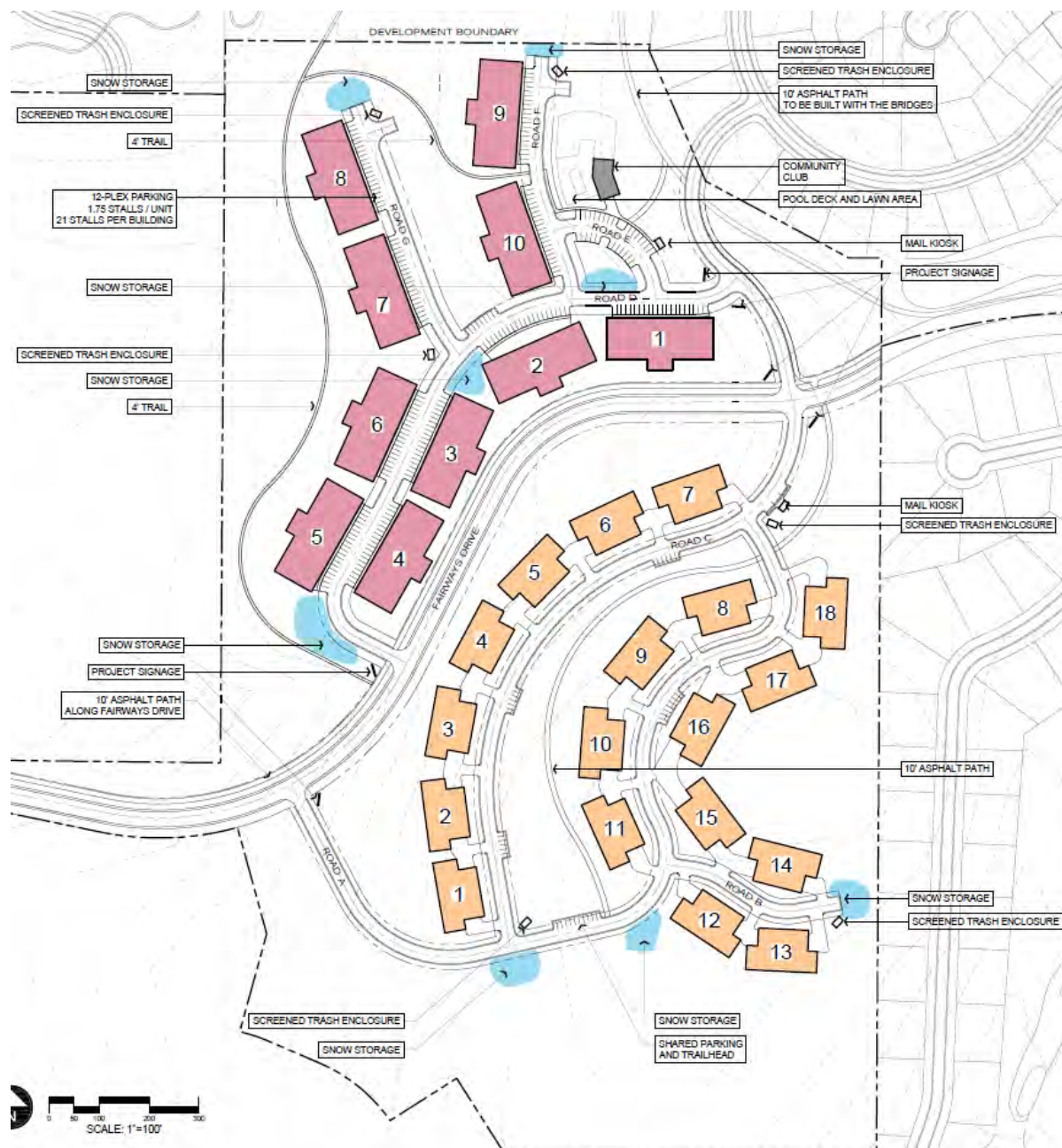
This proposed amendment is not intended to materially change the project's previous approval except to enhance the infrastructure being offered. **Figure 1** illustrates the Cobabe Ranch master plan currently in the approved agreement. **Figure 2** illustrates the applicant's proposed revised version. A few things to note:

- The requested change does not materially affect the layout, configuration, and types/locations of lots and units.

- The original had less proposed 10 foot wide asphalt multi-use pathway. The proposed version includes:
 - The installation of a multi-use asphalt pathway along Fairway Drive;
 - An asphalt pathway connection to the Bridges Development to the north; and
 - A pathway trailhead parking area on the south side of the Project.

While staff would agree that amending the development agreement for better clarity is in the best interest of the community, staff would also assert that amending it in a way that adds this additional infrastructure makes the amendment request even more worth considering.

Figure 2: Applicant's Proposed Revised Eagle Crest Master Plan



Noteworthy

The following are relatively minor changes being proposed by either the applicant or staff, as well as other items to note:

- Short term rentals *are not* allowed.

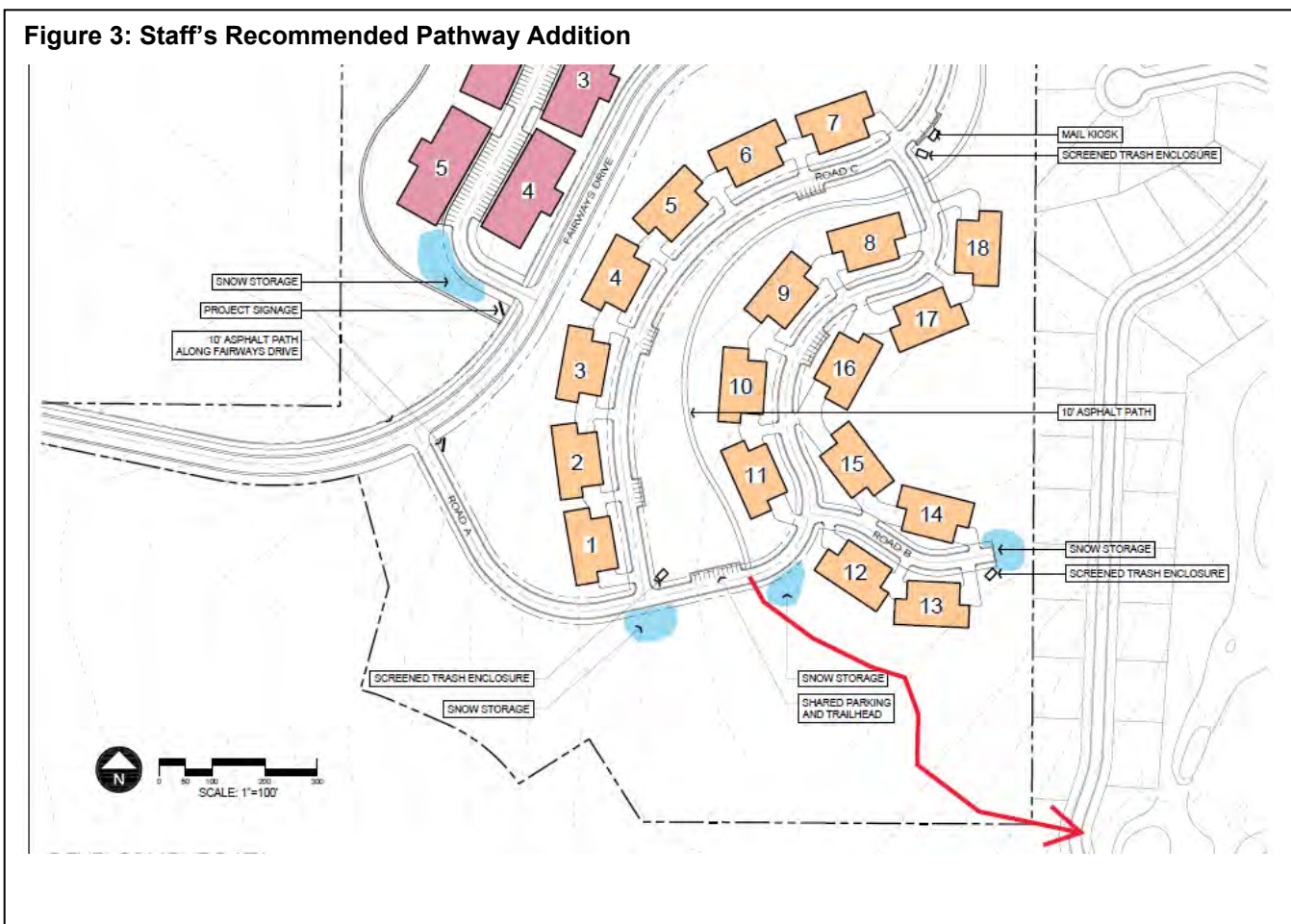
- The applicant is requesting the right to grade the site and process materials onsite as a permitted use. The details, conditions, and circumstances in which this can occur is provided in the development agreement's Exhibit E. If the applicant desires to go beyond these standards this work will require a conditional use permit.
- The same architectural standards are proposed as were approved in the original development agreement.
- The same street and pathway standards are being proposed.

Like Cobabe, staff thinks the county should seek additional paved pathway length. For this project, the only additional paved pathway staff recommends requesting is an extension from the proposed trailhead southward to the south eastern property boundary. This extension can later help facilitate the pathway's extension through the golf course and the Wolf Creek's intended village area. **Figure 3** illustrates the pathway extension.

Staff is recommending approval of the request with the additional pathway and other suggested amendments provided as redlines in the attached proposed Development Agreement.

To help ease the planning commission's review of the attached agreement, and because it is so similar to the Cobabe agreement, staff have only provided redlines that demonstrate only the differences between the two. Any redline or comment in the Cobabe agreement that is not in the attached should still be considered applicable.

Figure 3: Staff's Recommended Pathway Addition



Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan, existing zoning, and existing development agreement(s), it is staff's opinion that this development agreement amendment will help advance the vision and goals of the plan. Staff is recommending approval of the development agreement amendment. This recommendation is offered with the following considerations:

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

Staff's recommendation is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals, and objectives of the Ogden Valley General Plan.
2. The proposed changes is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the 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 #ZDA2025-012, an application to amend the development agreement for the previously approved Eagle Crest development, located at approximately 4601 East Fairways Drive, to clarify the roles and responsibilities of both the developer and the governing body.

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 #ZDA2025-02, an application to amend the development agreement for the previously approved Eagle Crest development, located at approximately 4601 East Fairways Drive, to clarify the roles and responsibilities of both the developer and the governing body.

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 corrections**:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

1. *[Example: Amend staff's finding item # []. It should instead read: [**desired edits here**].]*

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

Motion to recommend denial:

I move we forward a **recommendation for denial** to the County Commission for File #ZDA2025-02, an application to amend the development agreement for the previously approved Eagle Crest development. **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement and Exhibits.
 Exhibit B: Existing Development Agreement.
 Exhibit C: (Initial) Application.

Draft to County With TOC 04/16/25

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR
~~COBABE RANCH~~
EAGLE CREST

May __, 2025

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[NOTE: THIS IS NOT QUITE FINALIZED AND WILL BE RE-WORKED AFTER PLANNING
COMMISSION HEARING]

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AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR
~~COBABE RANCH~~ EAGLE CREST MASTER PLANNED COMMUNITY

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the _ day of May, 2025, by and between Weber County, a political subdivision of the State of Utah; and the ~~Cobabe Ranch~~ Eagle Crest, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Intended Uses as defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with CLUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- H. The County Commission has reviewed this ARMDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the County based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the County have cooperated in the preparation of this ARMDA.
- L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this ARMDA.
- M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2024).
- N. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 was considered by the Planning Commission on May ¹² ~~1~~, 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2024), in making a recommendation to the County Commission.
- O. The County believes that this ARMDA and the Zoning of the Property constitute the completion of the

“legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the County Commission regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

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

Q. This County’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on _____ May _____, 2025.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

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

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 14.

1.2.2. **Administrator** means the person designated by the County as the Administrator of this ARMDA.

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

1.2.4. **ARC** means the Architectural Review Committee created by the HOA.

1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

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

1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2024).

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

Commented [CE1]: Are these statements needed?

Courtlan: and benefit/detriment to including them?

- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage, for reviewing certain aspects of the development of the Project.
- 1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.12. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County regarding land use and development in effect as of the date of the execution of this ARMDA regarding land use, specifically, Titles _____, _____ and _____ a digital copy of which is attached as Exhibit "G".
- 1.2.13. **Default** means a material breach of this ARMDA.
- 1.2.14. **Denial/Denied** means a formal written denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.15. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.
- 1.2.16. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, or any of the Intended Uses.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.18. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.20. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.21. **Exceptions from County Standards** means the Design Guidelines (Exhibit E) and the Technical Guidelines (Exhibit E) which contain certain modifications to or from the County's current engineering and site design requirements.
- 1.2.22. **Exchange at Wolf Creek** means a development contemplated by a party related to Master Developer that is part of the subject of a "Development Agreement" dated as of August 15, 2023 recorded as Entry # 3297522 in the books and records of the Weber County Recorder.
- ~~1.2.22.~~ 1.2.23. **Final Plat** means the recordable map or other graphical representation of land

prepared in accordance with Utah Code Ann. § 17-27a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.

~~+2.23.1.2.24.~~ **Home Owner Association(s) (or “HOA(s)”) means** one or more associations formed pursuant to Utah law to perform the functions of an association of property ~~Master Developer~~ owners.

~~+2.24.1.2.25.~~ **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.

~~+2.25.1.2.26.~~ **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of ~~Four one hundred twenty six (426)~~ **ninety-two (192) Residential Dwelling Units.**

~~+2.26.1.2.27.~~ **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

~~+2.27.1.2.28.~~ **Open Space** means that definition as found in the County’s Vested Laws as may be modified by the Master Plan.

~~+2.28.1.2.29.~~ **Master Developer** means the ~~Cobabe Ranch~~ Eagle Crest, LLC, which owns ~~The~~ the Property.

~~+2.29.1.2.30.~~ **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the County.

~~+2.30.1.2.31.~~ **Outsourced Work** means any work performed pursuant to Outsourcing.

~~+2.31.1.1.1.~~ **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created pursuant to the County’s Subdivision platting requirements.

1.2.32. **Parks, Trails, and Open Space (“PTOS”) Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “C”.

1.2.33. **Parties** means the Master Developer, and the County.

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

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

~~+1.1.1.1.2.36.~~ **Prior Agreements** means any and all prior development agreements or conditional use permits pertaining to the general development layout of the Property, including _____.

~~+2.36.1.2.37.~~ **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.

~~+2.37.1.2.38.~~ **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, and all of the other aspects approved as part of this ARMDA.

~~+2.38.1.2.39.~~ **Property** means the approximately ~~one hundred seventy six~~ ninety-two and ~~sixty-four~~ twenty hundredths (~~176.64~~ 92.20) acres as illustrated on Exhibit “B” and

Commented [CE2]: 101 RDUs

Would it be beneficial to explain here that 33 are SFDs and 68 are Townhomes.

legally described in Exhibit "A".

~~+2.39.~~ 1.2.40. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, drainage plan, and utilities.

~~+2.40.~~ 1.2.41. **Residential Dwelling Unit ("RDU")** means a single unit intended to be occupied for residential living purpose.

~~+2.41.~~ 1.2.42. **Subdeveloper** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

~~+2.42.~~ 1.2.43. **Subdivision** means the division of any portion of the Project into developable lots pursuant to CLUDMA.

~~+2.43.~~ 1.2.44. **Subdivision Application** means the application to create a Subdivision.

~~+2.44.~~ 1.2.45. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

~~+1.1.2.~~ 1.2.46. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County's Vested Laws as specified in Exhibit "D".

1.2.47. **The Bridges** means a development contemplated by a party related to Master Developer that is the subject of an Amended and Restated Master Development Agreement dated as of _____, 2025 recorded as Entry # _____ in the books and records of the Weber County Recorder.

~~+2.45.~~ **Zoning** means the zoning of the Property as FR-3 as modified by the ARMDA. ~~shown on the Zoning Map.~~

1.2.48. ~~**Zoning Map** means the map of the Zoning of the Property as shown on Exhibit F as those zoning are modified by this ARMDA.~~

~~+2.46.~~

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

2.1. **Effect on Prior Agreements.** The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property.

3. **Development of the Project.**

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

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

Commented [CE3]: Commented [BB1]: Note from applicant:

This ARMDA for Eagle Crest will be "speaking" as of a date AFTER The Bridges ARMDA is adopted so I am writing this as if The Bridges ARMDA has already been done.

by the ARMDA, including the other exhibits thereto.

3.3. **Design Standards and Technical Guidelines.** The Project shall be engineered and designed pursuant to the County's Vested Laws except as those may be modified by the Technical Standards or Design Standards-Guidelines or the Technical Guidelines attached as Exhibits X-D and X-E, respectively. If there is any conflict between the Design Guidelines or the Technical Guidelines with the County's Vested Laws, the Design Guidelines and/or the Technical Guidelines shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

Commented [CE4]: Not sure what exactly this is referring to. Is it referring to this agreement?

3.4.1. Configuration of Maximum RDU's. The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan-

~~3.4.1.~~ reflects the general location and configuration of PTOS, and residential uses within the Project.

3.4.2. **Market Rate.** All of the RDUs in the Project are market rate units and there is no "affordability" requirements for any of the RDUs.

3.4.3. Acknowledgment of Transfer of RDUs. The parties acknowledge that eighty (80) of the Maximum RDUs for the Project have been transferred into the Project from the Exchange at Wolf Creek and can no longer be used at the Exchange at Wolf Creek. No new units are being created by this ARMDA. The transfer of those eighty (80) RDUs is also partially compensated for by an entity related to Master Developer agreeing to construct Fairways Drive as a part of The Bridges.

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

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

3.6. **Required Process.**

3.6.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

3.6.2. **Building Permits.** No building permit shall be issued by the County for construction of any

Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the County's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.

- 3.6.3. **County and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. **Fees.** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.6.5. **County Cooperation and Approval.** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable, and this ARMDA).
- 3.6.6. **Outsourcing of Processing of Development Applications.**
 - 3.6.6.1. **County Processing.** The provisions of Section 3.5.6 and 3.5.11 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
 - 3.6.6.2. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
 - 3.6.6.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their its discretion that Outsourcing is appropriate to meet review timeliness requirements of State Code, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the

estimated differential cost and the County shall then promptly proceed with having the work Outsourced.

- 3.6.6.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.6.5. Final Payment. Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.6. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.6.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.6.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.6.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.6.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this ARMDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

- 3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Outsourcing of Inspections.***
- 3.6.13.1. **County Processing.** The provisions of Section 3.5.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.13.2. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.6.13.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.
- 3.6.13.4. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.13.5. **Final Payment.** Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.13.6. **Acceptance of Outsourced Work.** The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a

Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The County shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. Accounting for RDUs for Developments by Master Developer. At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master-

~~3.8.~~ Developer that includes RDUs, Master Developer shall provide the County a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

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

- 3.9.1. **Ownership** of the property subject to the Development Application;
- 3.9.2. **Maximum RDUs.** The total number of RDUs allowed in the ~~Cobabe~~Eagle Crest development, including areas not affected by this Agreement;
- 3.9.3. **Units Previously Platted.** The number of RDUs previously platted within any part of the ~~Cobabe~~Eagle Crest development, including areas not affected by this Agreement, and their percentage of the Maximum RDUs;
- 3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted subdivision application, and their percentage of the Maximum RDUs;
- 3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development, and their percentage of the Maximum RDUs;
- 3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer and their percentage of the Maximum RDUs;
- 3.9.7. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space, or linear feet of trails, separating paved trail quantities from soft trail quantities, together with all of their respective percentage of totals proposed in the PTOS; and

3.9.8. **Material Effects.** Any material effects of the sale on the Master Plan.

3.10. Accounting for Used or Transferred RDUs. Master Developer is responsible for the accounting of, disposition of, or use of all RDUs within the Project. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of RDUs to any other party owning land within the Project, provided that their use is in compliance with this ARMDA and County Laws.

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

3.11.1. The Development Application for each Phase shall establish that the needs of

Commented [CE5]: Don't see any soft trails proposed?

future phases for Public Infrastructure are properly accounted for.

- 3.11.2. The Development Application for any Phase shall comply with the Master Plan and provide for future Phases' access and infrastructure connectivity and compatibility, including the temporarily dead-end street provisions in County Vested Laws.
- 3.11.3. As part of this Project, Master Developer has the right and obligation to construct and complete that portion of Fairways drive that runs through the Project and is immediately adjacent to it, together with a street-adjacent 10-foot paved pathway. Installation shall occur in coordination and cooperation with County and its efforts to complete offsite improvements for Fairways Drive/4100 North to the west of the Project. Master Developer's portion of Fairways Drive shall be completed by the time County's portion is complete.
- 3.11.4. The Development Application for each Phase shall comply with the PTOS provisions of Section 10.
- 3.11.5. Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

3.12. Short Term Rentals Prohibited. None of the RDUs in the Project shall be used for short term rentals.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County and Master Developer intend that this ARMDA grants to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 17-27a-508 (2024).

4.2. **Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

- 4.2.1. **Master Developer Agreement.** County's Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. **Codes.** County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the

County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2023)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2034. If as of that date, Master Developer is in compliance of this ARMDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2039, and, thereafter, for two (2) additional period of five (5) years provided the forgoing condition is true. This ARMDA shall also terminate automatically at Buildout.

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

7. **Public Infrastructure.**

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

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

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

Laws in conformance with CLUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

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

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

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

9. **Parks, Trails, and Open Space.**

9.1. **PTOS Plan.** All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit "C" and as follows. The percentage of RDUs proposed from the Maximum RDUs in any Development Application shall be the same percentage or no more than 15% less than the percentage of Open Space acreage from the overall proposed Open Space acreage, and the percentage of linear feet of trail from the overall proposed linear feet of trail, as provided in the PTOS Plan. For the Open Space acreage, the nearest Open Space acreage reasonably available shall be provided. For the trails, linear feet shall be added to the 10-foot wide paved trail when a proposed RDU or lot is located within 660 feet of the planned location of the 10-foot wide paved trail; otherwise linear feet shall be added to any trail as determined by Developer.

~~2.10.~~ **On-Site Processing of Natural Materials/Mass Grading.**

~~9.2.10.1.~~ **On-Site Processing.** Subject to the objective standards in the Design Guidelines, Master Developer shall have the right as a permitted use to use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil or concrete for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for use on other locations outside the Project owned or controlled by parties related to Master Developer within a three (3) mile radius of the Project. Master Developer shall obtain a land use permit from the County prior to extracting or processing the natural materials on the Property. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with standards specified in the Design Guidelines, then it shall be approved by the Administrator irrespective of whether the proposed excavation is in conjunction with a Subdivision or just the excavation by itself. The County shall issue a land use permit if the standards of this section are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

~~9.3.10.2.~~ **Mass Grading.** Subject to the objective standards in the Design Guidelines, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project. The mass grading and road grading shall be in the approximate locations of the development

and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

~~10.11.~~ **Default.**

~~10.11.1.~~ **Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

~~10.2.11.2.~~ **Contents of the Notice of Default.** The Notice of Default shall:

~~10.2.1.11.2.1.~~ **Specific Claim.** Specify the claimed event of Default;

~~10.2.2.11.2.2.~~ **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;

~~10.2.3.11.2.3.~~ **Materiality.** Identify why the Default is claimed to be material; and

~~10.2.4.11.2.4.~~ **Optional Cure.** If the County chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

~~10.2.5.11.2.5.~~ **Dispute Resolution.** Upon the issuance of a Notice of Default or, if the optional curing period is provided, upon failure to timely cure a claimed Default, the Parties shall engage in the Dispute Resolution Processes.

~~10.3.11.3.~~ **Remedies.** If the Parties are not able to resolve the Default by the Dispute Resolution Processes, then the Parties may have the following remedies:

~~10.3.1.11.3.1.~~ **Law and Equity.** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.

~~10.3.2.11.3.2.~~ **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

~~10.3.3.11.3.3.~~ **Future Approvals.** The right to withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project. in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

~~10.4.11.4.~~ **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

~~10.5.11.5.~~ **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

~~10.6.11.6.~~ **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting Party is pursuing a cure with reasonable diligence. The burden of proof of reasonable diligence shall be on the defaulting Party.

~~10.7.11.7.~~ **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

~~11.12.~~ **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

~~11.12.1.~~ **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

~~11.12.2.~~ **Mediation of Disputes.**

~~11.12.2.1.~~ **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

~~11.12.2.2.~~ **Mediation Process.** If the County and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten

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

~~11.12.3.~~ **Arbitration of Disputes.**

~~11.12.3.1.~~ **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

~~11.12.3.2.~~ **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

~~11.12.3.3.~~ **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the County's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County to pay the arbitrator's fees.

~~11.12.4.~~ **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

~~12.13.~~ 13. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: ~~COBABE RANCHE~~ EAGLE CREST, LLC

Attn: Mr. John Lewis

3718 North Wolf Creek Drive Eden, Utah 84310 jlewis@evoutah.com

With a Copy to: Bruce R. Baird, Esq. Bruce R. Baird PLLC

2150 South 1300 East, Fifth Floor Salt Lake County, UT 84106
bbaird@difficultdirt.com

To County: Weber County

Attn: Commission Chair 2380 Washington Blvd

Ogden, UT 84401

With a Copy to: Weber County

Attn: Deputy County Attorney 2380 Washington Blvd

Ogden, UT 84401 Chris Crockett

~~12.13.1.~~ 13.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

~~12.13.1.1.~~ 13.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

~~12.13.1.2.~~ 13.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

~~12.13.1.3.~~ 13.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

~~13.14.~~ 14. **Administrative Modifications.**

~~13.14.1.~~ 14.1. **Allowable Administrative Applications:** The following modifications to the applicability of this ARMDA may be considered and approved by the Administrator.

~~13.14.1.1.~~ 14.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

~~13.14.1.2.~~ 14.1.2. **Minor Amendment.** Any other modification deemed to be a minor routine and

uncontested modification by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

~~13.2.~~14.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

~~13.3.~~14.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty- five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

~~13.3.1.~~14.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

~~14.4.~~14.4. **Appeal of Administrator's Denial of Administrative Modification.** If the-
~~13.4.~~ Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

~~14.15.~~15. **Amendment.** Except for Administrative Modifications, any application for future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

~~14.15.1.~~15.1. **Who May Submit Modification Applications.** Only the County and Master Developer with the consent of the Master Developer or an assignee that succeeds to all of the rights and obligations of the Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

~~14.2.~~15.2. **Modification Application Contents.** Modification Applications shall:

~~14.2.1.~~15.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

~~14.2.2.~~15.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

~~14.2.3.~~15.2.3. **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

~~14.2.4.~~15.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

~~14.3.~~15.3. **Fee.** Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

~~14.4.~~15.4. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

~~14.5.~~15.5. **Planning Commission Review of Modification Applications.**

~~14.5.1.~~15.5.1. **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.

~~14.5.2.~~15.5.2. **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 Commission.

~~14.6.~~15.6. **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 Commission shall consider the Modification Application.

~~14.7.~~15.7. **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).

~~14.8.~~15.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

~~15.~~16. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

~~16.~~17. **Attorney's Fees.** In addition to any other relief, the prevailing Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.

~~17.~~18. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

~~18.~~19. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the County, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under County's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the County's.

~~19.~~20. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.

~~19.1.~~20.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.

~~19.2.~~20.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

~~19.3.~~20.3. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact

information for the proposed assignee.

~~19.4~~20.4. **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

~~2.1~~20.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

~~19.5~~20.6. **County Objection.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County. The County may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the County or elsewhere.

~~19.6~~20.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

~~19.7~~20.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

~~20~~21. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations as are applicable to such Parcel and be subject to the same limitations and rights of the County as when owned by Master Developer and as set forth in this ARMDA without any required approval, review, or consent by the County except as otherwise provided herein. Except as otherwise stated in this ARMDA, such Subdevelopers and related parties shall be subject to the same obligations as Master Developer would be if the sale or conveyance had not occurred.

~~21~~22. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

~~22~~23. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

~~23~~24. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

~~24~~25. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

~~25.~~26. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

~~26.~~27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the Planning Division Director. The initial representative for Master Developer shall be Lewis Homes, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

~~27.~~28. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

~~28.~~29. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

~~29.~~30. **Applicable Law.** This ARMDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

~~30.~~31. **Venue.** Any action to enforce this ARMDA shall be brought only in the Second District Court for the State of Utah, Utah County.

~~31.~~32. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

~~32.~~33. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are expressly modified by this ARMDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – ~~FE~~ and this ARMDA, this ARMDA shall prevail. For any conflict between Exhibits B – ~~FE~~ and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Exhibits B – ~~FE~~ are conceptual in nature designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

~~33.~~34. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land.

~~34.~~35. **Enforcement.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

~~35.~~36. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMDA lawfully binding the County pursuant to Ordinance No.

³³
_____ adopted by the County Commission on May __, 2025.

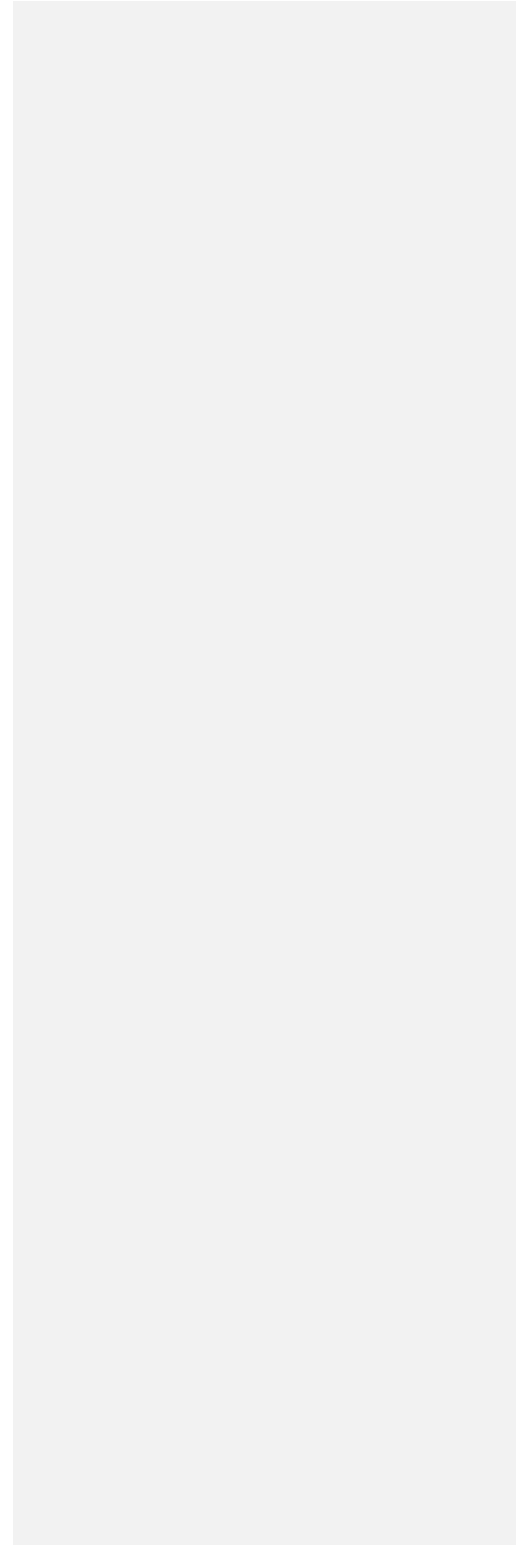
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of The <u>the</u> Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines
Exhibit "F"	County Vested Laws

[signatures on following pages]

|



COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Clerk/Auditor
Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the ____ day of May, 2025, personally appeared before me Sharon Bolos duly sworn, did say that ~~she~~^{he} is the Chairman of the County Commission of Weber County, a political subdivision of the State of Utah and that the foregoing instrument was duly authorized by the County pursuant to an Ordinance adopted at a lawful meeting of the County Commission.

NOTARY PUBLIC

MASTER DEVELOPER

~~COBABA RANCH~~EAGLE CREST, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss

COUNTY OF WEBER)

On the ____ day of May, 2025, personally appeared before me __duly sworn, did say that he is the Manager of ~~Cobabe Ranch~~Eagle Crest, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Boundary Description (220150090)

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTHERN BOUNDARY LINE OF PATIO SPRINGS UNIT 1; THENCE ALONG SAID NORTHERN BOUNDARY LINE NORTH 89°38'30" WEST 739.99 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4; THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES; (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5; THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES; (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (2) NORTH 66°44'58" WEST 112.60 FEET; (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET, HAVING A CENTRAL ANGLE OF 10°20'36" WITH A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (4) NORTH 15°23'05" EAST 203.17 FEET; THENCE NORTH 15°21'56" WEST 220.64 FEET; THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WITH A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET; THENCE NORTH 78°16'13" WEST 366.24 FEET; THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET; THENCE NORTH 89°28'18" WEST 231.24 FEET; THENCE NORTH 0°23'31" EAST 23.88 FEET; THENCE SOUTH 89°22'31" EAST 1317.16 FEET; THENCE NORTH 0°22'10" EAST 1337.50 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. CONTAINING 63.69 ACRES MORE OR LESS. LESS AND EXCEPTING THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 00°20'47" WEST 2067.06 FEET ALONG THE EASTERLY LINE OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. CONTAINING 66.63 ACRES MORE OR LESS.

EXHIBIT B: MASTER PLAN

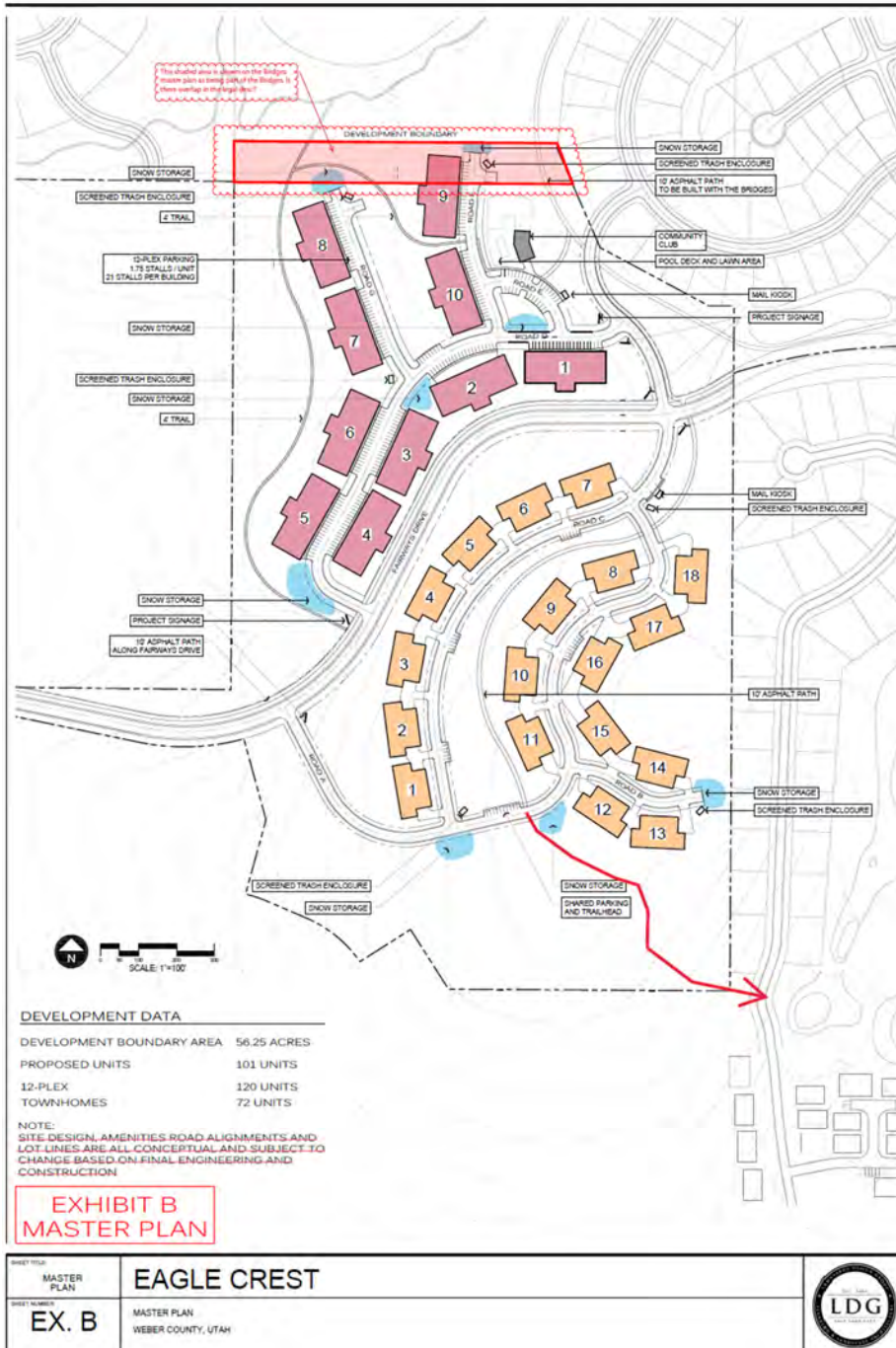
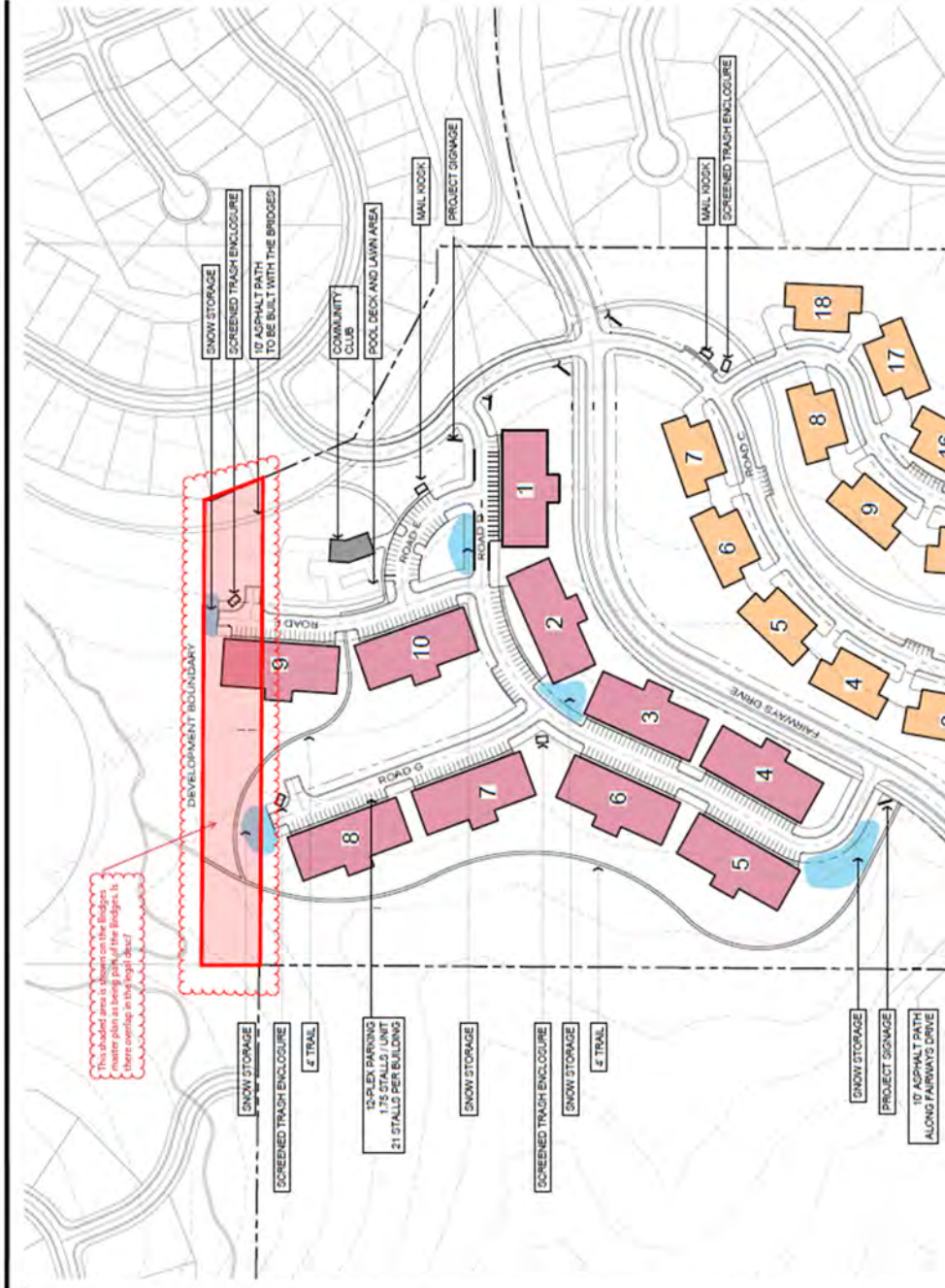


EXHIBIT B: MASTER PLAN (CONT.)



MAIL ROOM

SCREENED TRASH ENCLOSURE

10' ASPHALT PATH

SNOW STORAGE

SCREENED TRASH ENCLOSURE

SHARED PARKING AND TRAILHEAD

SNOW STORAGE

SCREENED TRASH ENCLOSURE

SNOW STORAGE

PROJECT SIGNAGE

10' ASPHALT PATH ALONG FAIRWAYS DRIVE

ROAD A

ROAD B

ROAD C

FAIRWAYS DRIVE

ROAD D

N

0 50 100 200 300

SCALE 1"=100'

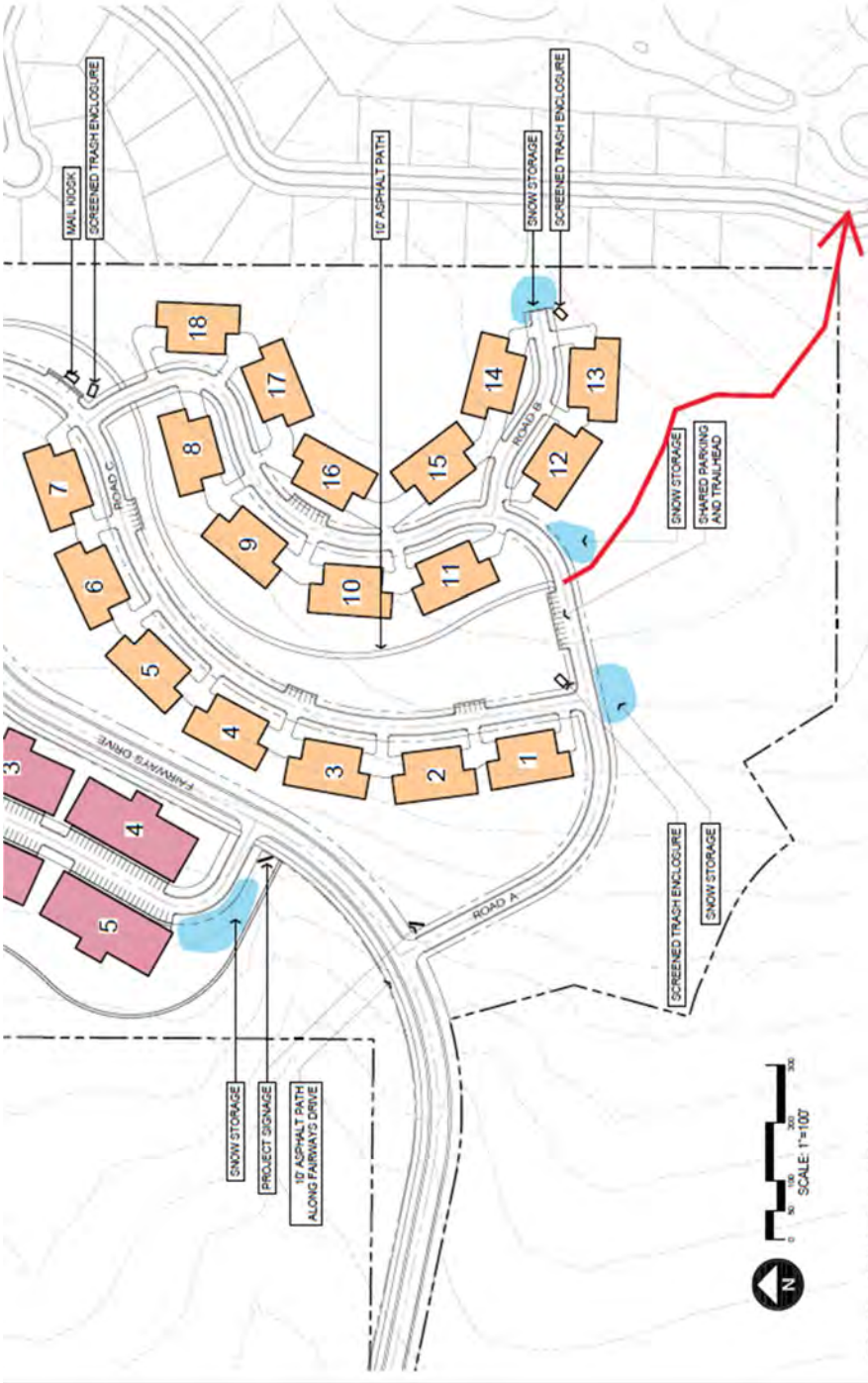


EXHIBIT C: PARKS, TRAILS, AND OPEN SPACE

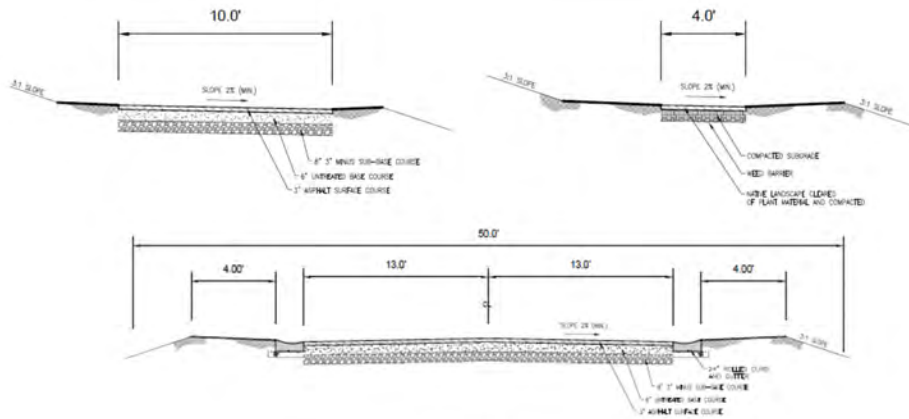


EXHIBIT D: TECHNICAL STANDARDS

10' ASPHALT PATH



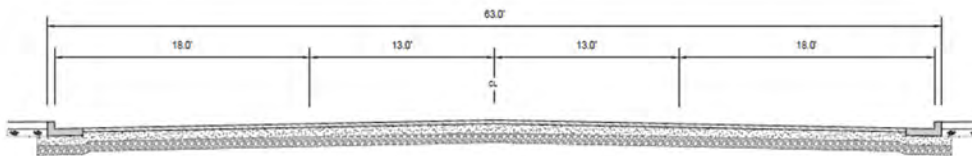
4' TRAIL



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

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



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

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

ROAD PROFILES

NOT TO SCALE

EXHIBIT E

DESIGN GUIDELINES AND INTENDED USES

Intended Uses Table

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. Any use not listed is prohibited. A use listed is a main use, unless listed in the "accessory uses" part of the table. Codes listed in the Special Provisions column reference County's Vested Laws. The "Townhomes" column applies to land uses within the area depicted on the Master Plan for Townhomes, and the "Single-Family Dwellings" column applies to the land uses within the area depicted on the Master for Single-Family Dwellings.

Uses		Special Provisions
ACCESSORY USES		
Accessory building , accessory and incidental to the use of a main building.	P	
Accessory dwelling unit .	N	See Title 108, Chapter 19.
Accessory use , accessory and incidental to the main use.	P	
Home occupation , accessory to a residential use.	P	See Title 108, Chapter 13.
Household pets , accessory to a residential use.	P	
Parking lot , accessory to a main use allowed in the zone.	P	
Private park, playground or recreation area , accessory to residential uses in the Project.	P	May include clubhouse, pool, and related uses. No privately owned commercial park or amusement business.
RESIDENTIAL USES		
Condominium .	P	Only allowed north of Fairways Drive.
Townhome .	P	Only allowed South of Fairways Drive.
Short-term rental .	PN	See Title 108, Chapter 11. Minimum of three overnight stays per rental.
RECREATIONAL NONCOMMERCIAL USES		
Public park, recreation grounds and associated buildings .	P	To be owned and operated by a public entity, and constructed to the standards of that entity.
UTILITY USES		
Public utility substations .	C	
Water storage reservoir , when developed by a utility service provider.	N	See Title 108, Chapter 10.
TEMPORARY CONSTRUCTION USES		
Materials processing .	P	See standards below.
Mass grading .	P	See standards below.

Uses		Special Provisions
Temporary construction building.	P	The building or use shall be removed upon completion or abandonment of the construction work. Duration of use shall not exceed 24 months.

Site Development Standards

Standards		Special Provisions
Lot Area:	Per Master Plan Layout	
Lot Width:	Per Master Plan Layout	
Setbacks:		
Front Yard Setback:	15 Feet	
Side Yard Setback:	8 Feet	Accessory buildings: 1 foot if located at least six feet in rear of main building.
Side Yard Setback for Corner Lot's Side Facing Street:	15 Feet	
Rear Yard Setback:	20 Feet	Accessory buildings: 1 foot, except 10 feet when on a corner Lot and adjacent to the adjoining Lot's front-yard.
Minimum Distance Between Main Buildings	15 Feet	
Building Height:	Minimum: One Story. Maximum: 35 Feet.	Accessory building max: 25 feet.
Lot Coverage:	60 Percent	The remaining 40 percent shall be left in green space.

Minimum Standards for Mass Grading and Materials Processing

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

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

Building and Other Site Architectural and Design Standards

Buildings.

Buildings in the Project shall use the materials and colors represented in the following example images. While each building's actual layout and configuration may be different, each shall employ the architectural styling elements presented in the following example images.



EAGLE CREST ARCHITECTURAL CONCEPT

EXHIBIT F: ZONING MAP

Note: In addition to the base zoning shown on the map below, the entire property is also in the Master Planned Development Overlay Zone (MPDOZ)

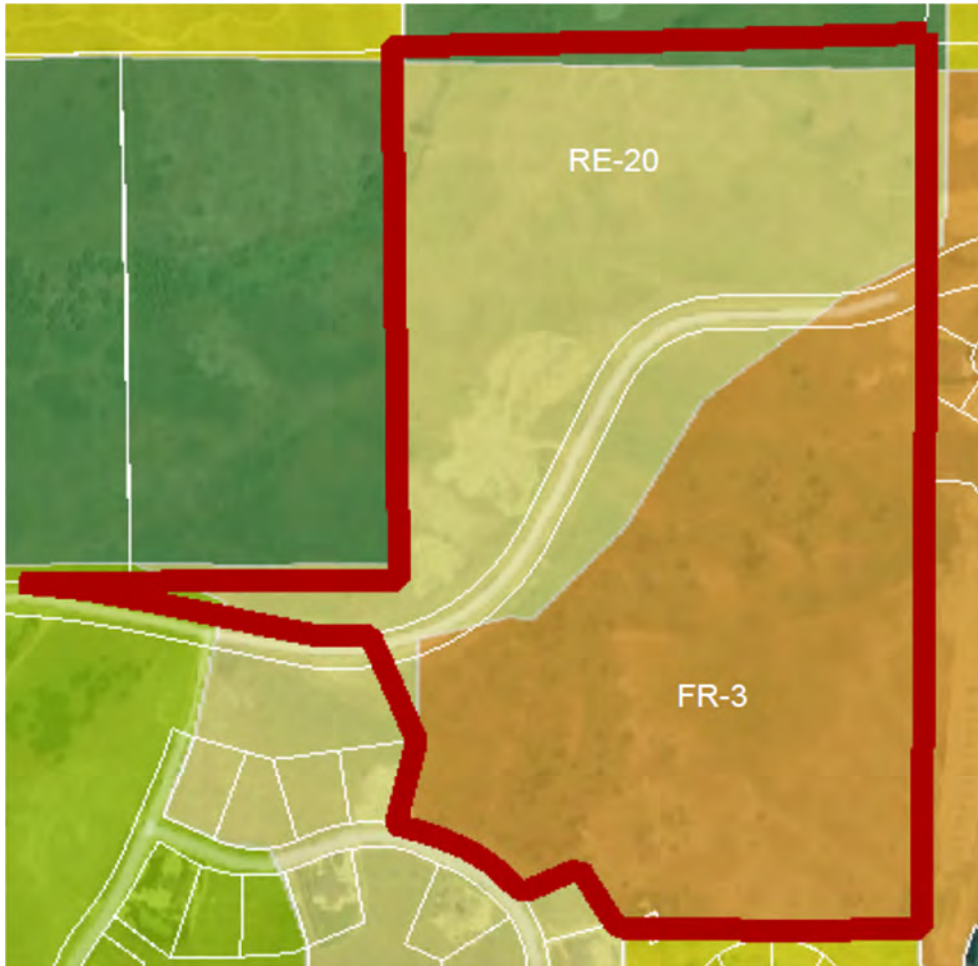
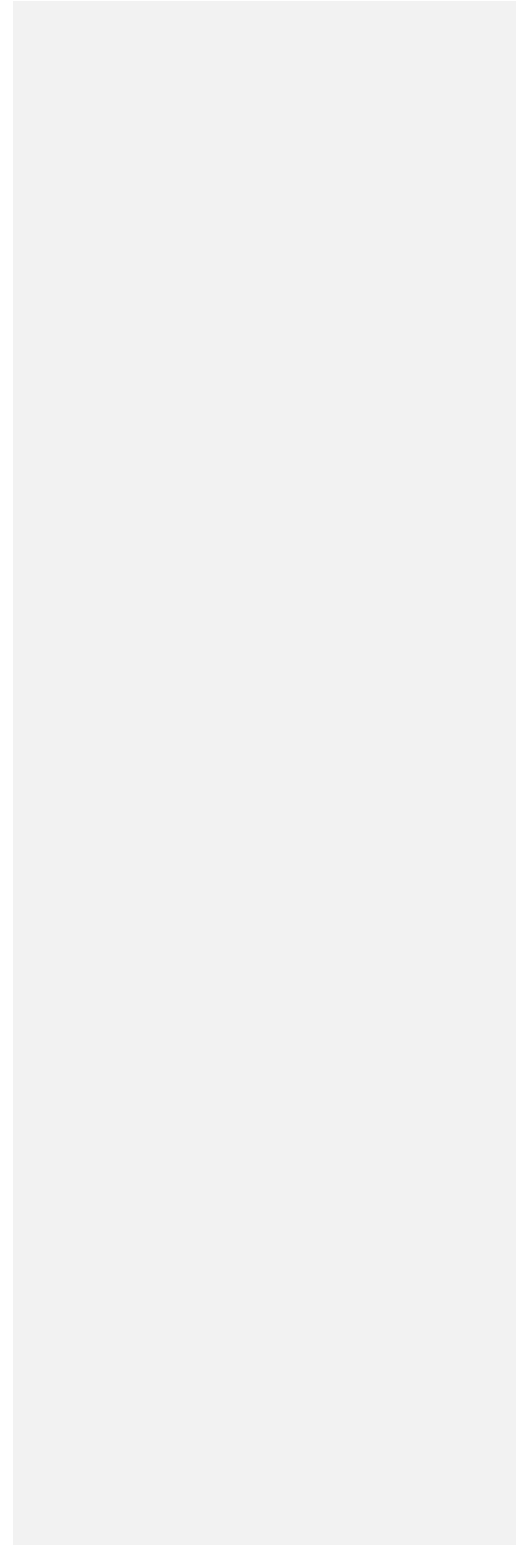


EXHIBIT G: COUNTY VESTED LAWS

(Starts on following page)



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

For recorder's use only

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

Wolf Creek Resort Holdings, LLC

WCU, LLC

Wolf Creek Exchange, LLC

Eagle Crest, LLC

Cobabe Ranch, LLC

Elkhorn, LLC

Wolfgange E. Korndoerfer Trust

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List of Exhibits

Exhibit A: Zoning Map

Exhibit B: Density Transfer Map

Exhibit C: The Exchange Site Plan

Exhibit D: The Exchange Architectural Depictions

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

Exhibit F: Eagle Crest Site Plan

Exhibit G: Eagle Crest Architectural Depictions

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

Exhibit I: Cobabe Ranch Townhomes Site Plan

Exhibit J: Cobabe Ranch Townhomes Architectural Depictions

Exhibit K: Cobabe Ranch Single-Family Homes Site Plan

Exhibit L: Cobabe Ranch Single-Family Homes Architectural Depictions

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

Exhibit N: Burdened Parcels

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

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

Aside from the County’s right to elect not to renew this Agreement, as set forth under Section 13, below, this Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.
- 1.6 Expiration or Termination.** The expiration or termination of this Agreement with regard to any particular Project shall result in the reversion of the Project Area(s) upon which such Project is located, or was intended to be located, back to the rights, standards, and regulations of the underlying zones, including the reversal of any Zone Changes and Density Transfer associated with such Project Areas. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the underlying zone.
- 1.7 Term of Agreement Related to Ongoing Performance Responsibilities.** The Term of this Agreement as it relates to the Project Developers’ ongoing operations, performance, or maintenance responsibilities regarding their particular Project shall not terminate or expire unless authorized in writing by County.

2. Definitions and Interpretation.

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

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

3. Rezoning and Density Transfer.

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

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

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

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

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

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

- 3.3 Density Transfer Map.** The map attached to and made part of this Agreement as *Exhibit "B"* (the "Density Transfer Map") illustrates WCU's transfer of the Transferable Units. The general locations of 73 Units from Development Parcel/Zoning Parcel No. 3, 1 Unit from Development Parcel/Zoning Parcel No. 4, 162 Units from Development Parcel/Zoning Parcel No. 12-1, and the 5 Units from Parcel 12-2 are identified by the corresponding numerical labels on the Density Transfer Map displaying each of those Unit quantities.³
- 3.4 Transferred Units.** WCU has elected to transfer a portion of the Transferable Units to certain Project Areas that are owned, and will be developed, by other Developer Parties. Accordingly, the County agrees WCU may immediately transfer a portion of the Transferable Units as follows:
- 3.4.1** 144 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the mixed-use residential/commercial development known as The Exchange, located in Project Areas D & E.
- 3.4.2** 22 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the residential subdivision known as Eagle Crest, located in Project Areas A, B & C. Eagle Crest previously had an allowed density of 90 Units, and hereafter has an allowed density of 112 Units.
- 3.4.3** 55 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Maps) shall be transferred to a portion of the residential subdivision known Cobabe Ranch – specifically Project Area H. Cobabe Ranch previously had an allowed density of 46 Units, and hereafter has an allowed density of 101 Units.
- 3.5 Remaining Units.** The County agrees that, following WCU's transfer of the 221 Transferable Units, as described above, WCU will continue to hold the remaining 20 Transferable Units, which WCU may elect to transfer at some future point in time, as permitted by applicable County codes.

4. Projects.

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

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

5. Project Areas.

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

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

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

6. Project Developers.

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

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

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

7. Project Descriptions.

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

- 7.1.1 Site Plan. The Exchange site plan is attached to and made part of this Agreement as *Exhibit "C"*.
- 7.1.2 Architectural Depictions. The Exchange architectural depictions are attached to and made part of this Agreement as *Exhibit "D"*.
- 7.1.3 Allowed Uses:
As permitted under the Commercial Valley Resort Recreation Zone (CVR-1) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "E"*.
- 7.1.4 Site development standards:
As permitted in the regulations of the Commercial Valley Resort Recreation Zone (CVR-1) as of the Effective Date of this Agreement.

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

- 7.2.1 Site Plan. The Eagle Crest site plan is attached to and made part of this Agreement as *Exhibit "F"*.
- 7.2.2 Architectural Depictions. The Eagle Crest architectural depictions are attached to and made part of this Agreement as *Exhibit "G"*.
- 7.2.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)
- 7.2.4 Allowed Uses:
As permitted in Forest Residential Zone (FR-3), except short term rentals are prohibited.
- 7.2.5 Site development standards:
Unless otherwise permitted by this Agreement, the site development standards of Eagle Crest will be as permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.

7.2.6 Lot Requirements:

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

7.2.7 Building / Unit Requirements:

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

7.2.8 Setback Requirements:

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

7.2.9 Open Space Requirements:

- Minimum open space is 40% (common area)

7.2.10 Design Variations:

Parking:

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

Curbs:

Requested rolled curb and gutter vs high back

Setbacks:

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

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

7.3.1 **Cobabe Ranch – Townhomes**

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

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

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

7.3.1.4 Allowed Uses:

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

7.3.1.5 Lot Requirements:

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

7.3.1.6 Building / Unit Requirements:

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

7.3.1.7 Setback Requirements:

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

7.3.1.8 Open Space Requirements:

- Minimum open space is 40% (common area)

7.3.1.9 Design Variations:

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

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

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

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

7.3.2.3 Allowed Uses:

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

7.3.2.4 Lot Requirements:

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

7.3.2.5 Building / Unit Requirements:

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

7.3.2.6 Setback Requirements:

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

7.3.2.7 Open Space Requirements:

- None

7.3.2.8 Design Variations:

- None

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

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

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

7.3.4 **County Services**

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

8. Development Standards.

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

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

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

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

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

- 8.6 Sanitary Sewer and Culinary Water.** The Project Developer(s) agree(s) to satisfy the requirements of the Wolf Creek Water and Sewer Improvement District, if any, regarding sanitary sewer and culinary water provisions for the Project Areas on which their Project is located.
- 8.7 Permits.** The Project Developer(s) agree(s) to obtain all necessary federal, state, and local permits required prior to any work on any portion of their Project or Project Area that requires such permits, including, but not limited to, building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.
- 8.8** In addition to the development standards set forth under this Section 8, the development of each Project shall comply with any applicable federal, state and County ordinances, laws, rules, and regulations.

9. Vesting.

- 9.1** The Parties acknowledge, understand and agree that, to the maximum extent permitted under applicable County, State or Federal laws, this Agreement (A) effectuates and grants the Zone Changes, (B) effectuates and grants the Density Transfer, and (C) grants each Developer Party the right to use and develop the Project Area(s) owned by such Developer Party, along with the right to develop and construct the Project to be located upon such Project Area(s), as collectively set forth in this Agreement, without modification or interference by the County, except as allowed or required by this Agreement or any applicable laws (collectively, the “Entitlements”). The Parties intend that the rights granted to the Developer Parties under this Agreement are contractual, and that the Developer Parties shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that the Entitlements are “vested rights” as that term is construed under Utah’s common law and pursuant to Utah Code Ann. §17-27a-508.
- 9.2** Neither the County nor any department or agency of the County shall impose upon any Project or Project Area (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a “New Law”) that reduces or impacts the Entitlements or any other development rights provided by this Agreement. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and /or the Entitlements if it would accomplish any of the following results in a manner that is inconsistent with or more restrictive than any applicable law, either by specific reference to any Project or as part of a general enactment that applies to or affects any Project or Project Area:
- (i) change any land uses or permitted uses of any Project or Project Area;
 - (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of any Project or Project Area in any manner so long as all applicable requirements of this Agreement and the applicable zoning ordinances are satisfied; or
 - (iii) apply to any Project or Project Area any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations.

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

- 9.3** The Parties understand and agree that each Project and Project Area will be required to comply with any New Laws that do not limit or interfere with any Developer Party's vested rights, including any Entitlements or any other development rights granted pursuant to the terms of this Agreement. The following is a non-exhaustive list, for illustrative purposes, of examples of the type of New Laws that may be enacted by the County that would apply to and be enforced against any Project or Project Area:
- 9.3.1 Compliance with State and Federal Laws.** Any New Laws that are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting any Project or Project Area.
 - 9.3.2 Safety Code Updates.** Any New Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 9.3.3 Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
 - 9.3.4 Fees.** Changes to the amounts of fees for the processing of development applications that are generally applicable to all developments within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
 - 9.3.5 Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 9.4** Each Developer Party acknowledges, understands and agrees that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify any Developer Party's vested rights, including any Entitlements or any other development rights, as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Sections 17-27a-508 and 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws
- 9.5** The Parties acknowledge, understand and agree that any use lawfully established under this Agreement replaces and supersedes any previously approved development agreements that may pertain to or be recorded against any Project or Project Area.

10. Default and Remedies.

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

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

10.3 Dispute Resolution Process.

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

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

11. Independent Application of Agreement to Each Project.

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

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

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

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

12. Amendments.

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

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

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

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

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

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

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

13. Termination of Agreement.

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

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

14. Notices.

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

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

If to the County:

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

With copies to:

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

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

If to the Developer Parties:

**Wolf Creek Resort Holdings, LLC, WCU, LLC, Wolf Creek Exchange, LLC,
Eagle Crest, LLC or Cobabe Ranch, LLC:**
3718 N. Wolf Creek Drive
Eden, UT 84310

Elkhorn, LLC

P.O. Box 480
Eden, UT 84310

Wolfgange E. Korndoerfer Trust

4317 Highway 38
Franksville, WI 53126-9436

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

15. General Provisions.

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

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

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

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

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

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

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

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

15.1.7 Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment

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

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

- 15.3 Binding Effect.** This Agreement shall be binding upon each of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) assigns, devisees, administrators, representatives, and all other persons or entities that may acquire ownership of any Project(s) or Project Area(s), whether by sale, operation of law, devise, or in any other manner whatsoever
- 15.4 No Waiver.** The failure of any Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
- 15.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 15.6 Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided herein, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each Party covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop any particular Project(s) in conformity with the terms and conditions specified in this Agreement.
- 15.7 Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 15.8 Force Majeure Event.** A Force Majeure Event shall be promptly addressed by the Project Developer(s) that are claiming the existence of such Force Majeure Event. County agrees to offer a reasonable period for the Project Developer(s) to cure the effect of the event given the extent of the effect on their Project and the ability of the Project Developer(s) to redress the effect.
- 15.9 Entire Agreement.** This Agreement, together with all Exhibits or any other attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between them, whether written or oral.
- 15.10 Recitals Incorporated.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate and correct.

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

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

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

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

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

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

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

"County"

Weber County,
a political subdivision of the State of Utah

Name: _____

By: Gage Froerer, Chair
Board of County Commissioners

Date: _____

Approved as to form and legality:

Attest:

Courtlan Erickson, Deputy County Attorney

Ricky Hatch, CPA, Clerk/Auditor

[DEVELOPER PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE]

"Developer Parties"

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

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

Eagle Crest, LLC,
a Utah limited liability company

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

WCU, LLC,
a Utah limited liability company

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

Cobabe Ranch, LLC,
a Utah limited liability company

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

Wolf Creek Exchange, LLC,
a Utah limited liability company

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

Elkhorn, LLC,
a Utah limited liability company

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

Wolfgang E. Korndorfer Trust

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

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Resorts Holdings, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Eagle Crest, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT
(WCU, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Cobabe Ranch, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Wolf Creek Exchange, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Elkhorn, LLC)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

Notary Seal

(Signature of Notary)

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

(Wolfgange E. Korndoerfer Trust)

STATE OF UTAH)
)ss.
COUNTY OF _____)

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

_____, a notary public, personally appeared
Notary Public Name

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

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

Witness my hand and official seal

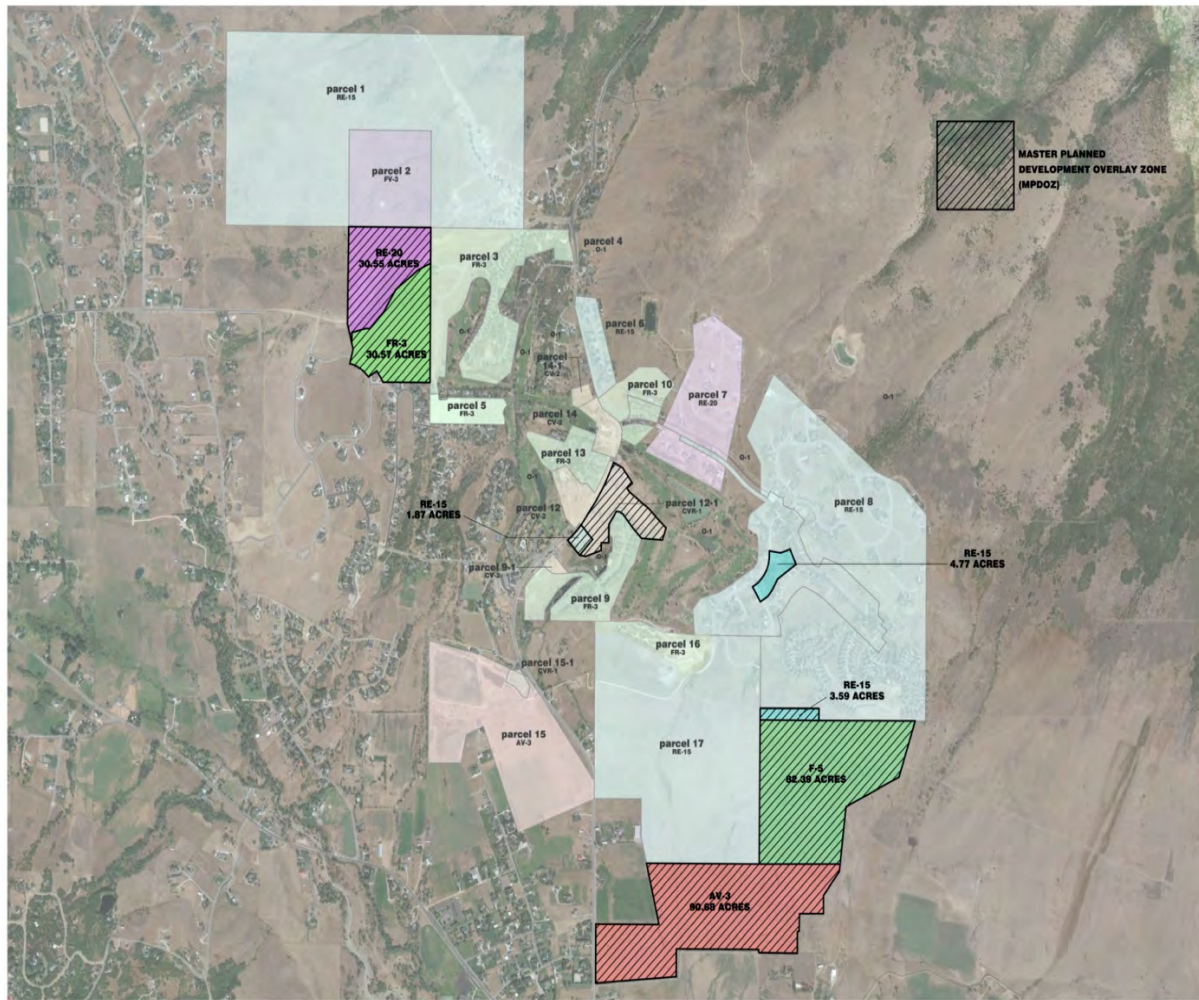
Notary Seal

(Signature of Notary)

My Commission Expires: _____

Exhibit "A"

Zoning Map
 [Page 1 of 2]





LDG
 LAND DEVELOPMENT GROUP

EAGLE CREST / COBABE RANCH / THE EXCHANGE
ZONING MAP

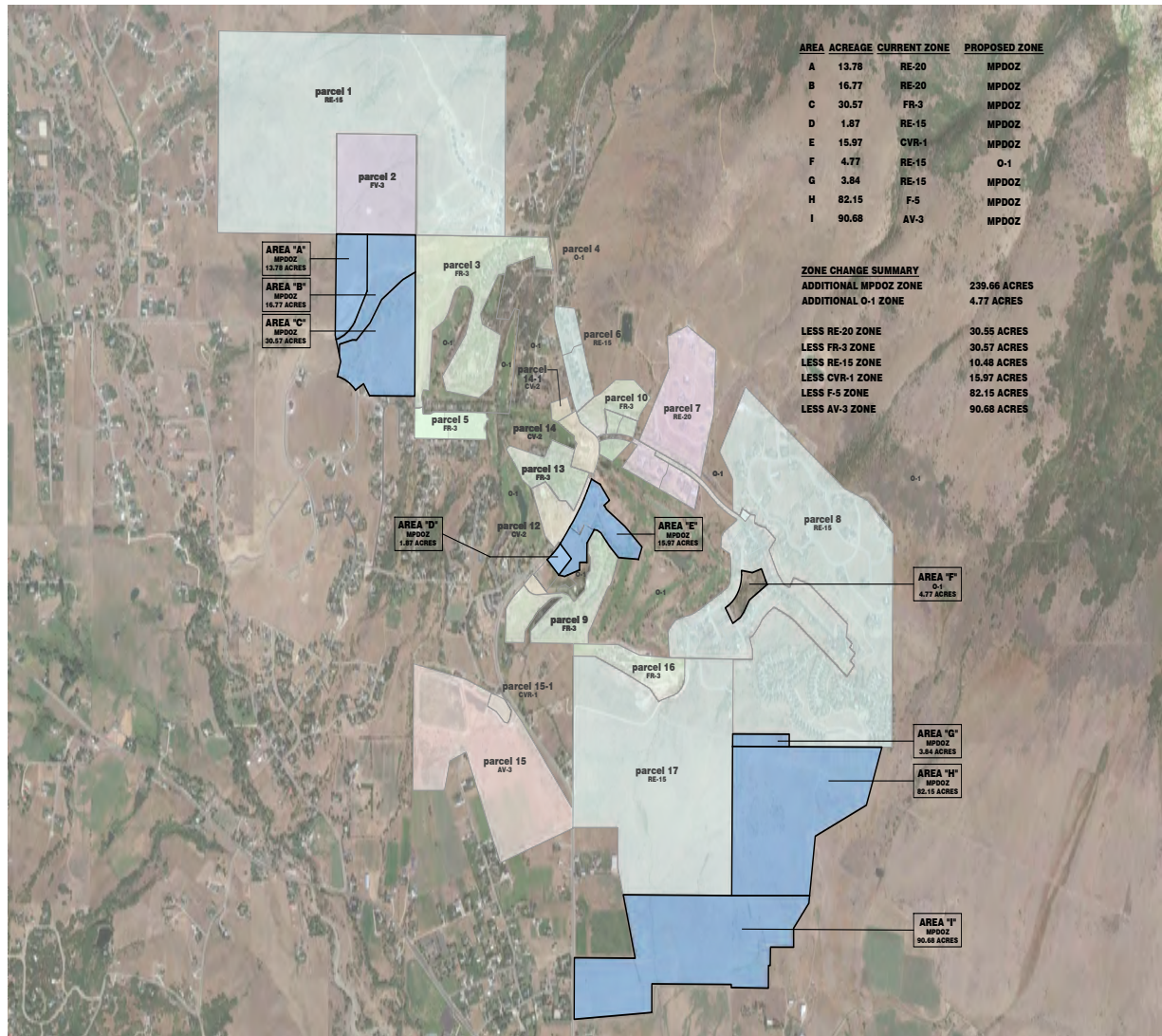
DATE:	APRIL 2023
PROJECT:	000-0000-00
DRAWN BY:	TS
REVIEW BY:	TS
VERSION:	
REVISIONS:	

SHEET TITLE: **CURRENT ZONING**

SHEET NUMBER: **Z1.0**

Exhibit "A"

Zoning Map
 [Page 2 of 2]





EAGLE CREST / COBABE RANCH / THE EXCHANGE

ZONING MAP

DATE:	APRIL 2023
PROJECT:	2023-0000-00
DRAWN BY:	DK
REVIEW BY:	DK
VERSION:	
REVISION:	
SHEET TITLE:	PROPOSED ZONING
SHEET NUMBER:	Z1.1

Exhibit "B"
Density Transfer Map

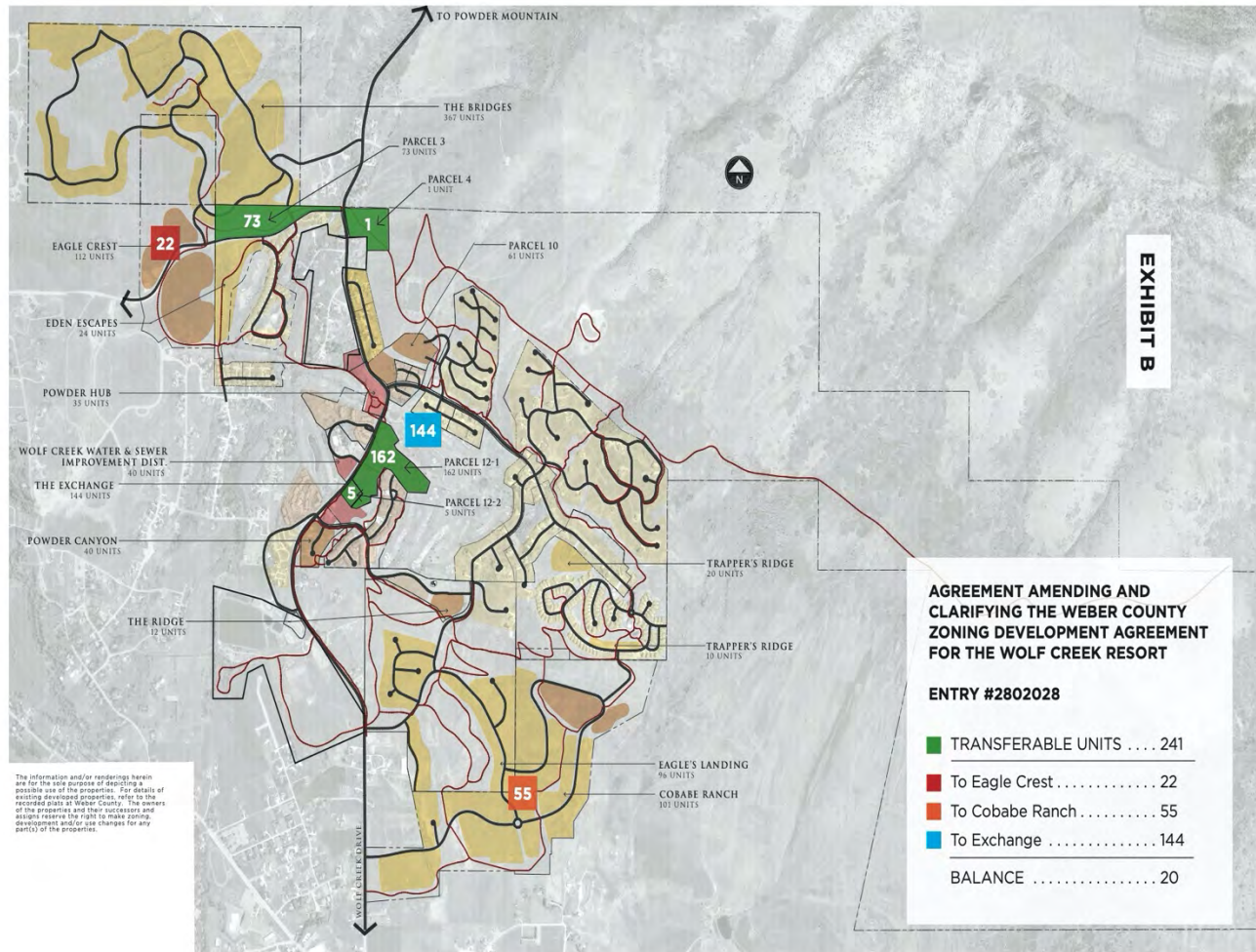


Exhibit "C"
The Exchange Site Plan



Exhibit "D"
The Exchange Architectural Depictions



THE EXCHANGE AT WOLF CREEK CONCEPT

Exhibit "E"

Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

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

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

Sec 104-11-1 Intent And Purpose

Sec 104-11-2 Submittal Requirements

Sec 104-11-3 Permitted Uses

Sec 104-11-4 Conditional Uses

Sec 104-11-5 Additional Design Requirements

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

Sec 104-11-7 Signs

Sec 104-11-1 Intent And Purpose

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

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

Sec 104-11-2 Submittal Requirements

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

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

Sec 104-11-3 Permitted Uses

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

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

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

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

HISTORY

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

Sec 104-11-4 Conditional Uses

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

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

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

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

HISTORY

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

Sec 104-11-5 Additional Design Requirements

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

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

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

HISTORY

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

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

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

USE**AREA**

Condominium rental apartment or other overnight lodging use:

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

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

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

Lockout sleeping room:

500 square feet of overall net developable area.

Other uses:

None.

- (b) **Width.** 150-foot minimum overall project development width is required, as measured at the yard setback and the street frontage.
- (c) **Yard setback.** The minimum yard setbacks from the overall project development boundary are as follows:

YARD**SETBACK**

Front:

30 feet

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

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

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

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

HISTORY

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

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

Sec 104-11-7 Signs

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

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

Exhibit "F"
Eagle Crest Site Plan



Exhibit "G"
Eagle Crest Architectural Depictions



EAGLE CREST ARCHITECTURAL CONCEPT

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

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

Chapter 104-17 Forest Residential Zone FR-3

Sec 104-17-1 Purpose And Intent

Sec 104-17-2 Permitted Uses

Sec 104-17-3 Conditional Uses

Sec 104-17-4 Permitted Signs And Regulations

Sec 104-17-5 Site Development Standards

Sec 104-17-1 Purpose And Intent

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

(Ord. of 1956, § 15-1; Ord. No. 9-81)

Sec 104-17-2 Permitted Uses

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

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

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

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

HISTORY

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

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

Sec 104-17-3 Conditional Uses

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

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

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

HISTORY

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

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

Sec 104-17-4 Permitted Signs And Regulations

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

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

Sec 104-17-5 Site Development Standards

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

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

(1) Developments using individual wastewater disposal systems:

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

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

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

developable acre of land or part thereof.

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

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

(c) *Minimum yard setbacks.*

(1) Front: 25 feet.

(2) Side.

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

(3) Rear.

- a. Main building: 30 feet.
- b. Accessory building: one foot except eight feet where accessory building rears on side yard of adjacent corner lot.

(d) *Main building height.*

(1) Minimum: one story.

(2) Maximum: 35 feet.

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

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

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

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

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

dwelling structures shall be closer than 30 feet.

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

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

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

Exhibit "I"
Cobabe Ranch Townhomes Site Plan



Exhibit "J"
Cobabe Ranch Townhomes Architectural Depictions



COBABE RANCH TOWNHOMES

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



Exhibit "L"
Cobabe Ranch Single-Family Architectural Depictions



COBABE RANCH ARCHITECTURAL CONCEPT

Exhibit "M"

Residential Estate Zones (RE-15/RE-20) Ordinance

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

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

Sec 104-3-1 Purpose And Intent

Sec 104-3-2 Permitted Uses

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

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

Sec 104-3-5 Conditional Uses

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

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

Sec 104-3-8 Sign Regulations

Sec 104-3-1 Purpose And Intent

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

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

Sec 104-3-2 Permitted Uses

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

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

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

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

HISTORY

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

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

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

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

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

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

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

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

Sec 104-3-5 Conditional Uses

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

- (a) Child day care or nursery.

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

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

HISTORY

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

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

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

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

(Ord. No. 2011-2, § 3-6, 1-18-2011)

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

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

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

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

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

Sec 104-3-8 Sign Regulations

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

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

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

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

Exhibit "N"
Burdened Parcels

Legal Descriptions
[totaling five (5) pages]

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

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

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET: (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

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

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

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

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

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

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

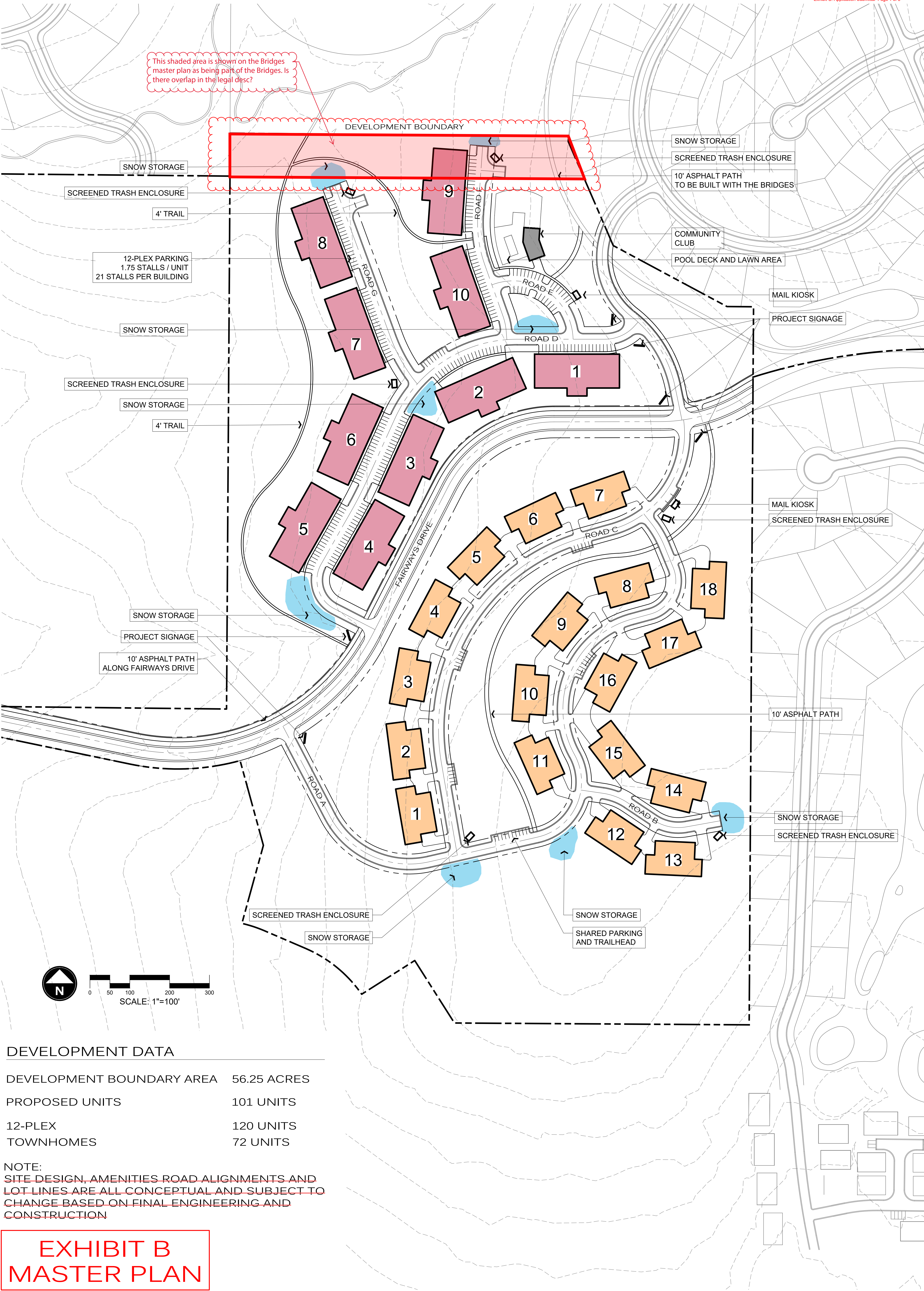
Weber County Parcel No. Parcel 22-020-0028
(Totaling 3.51 Acres)

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

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

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

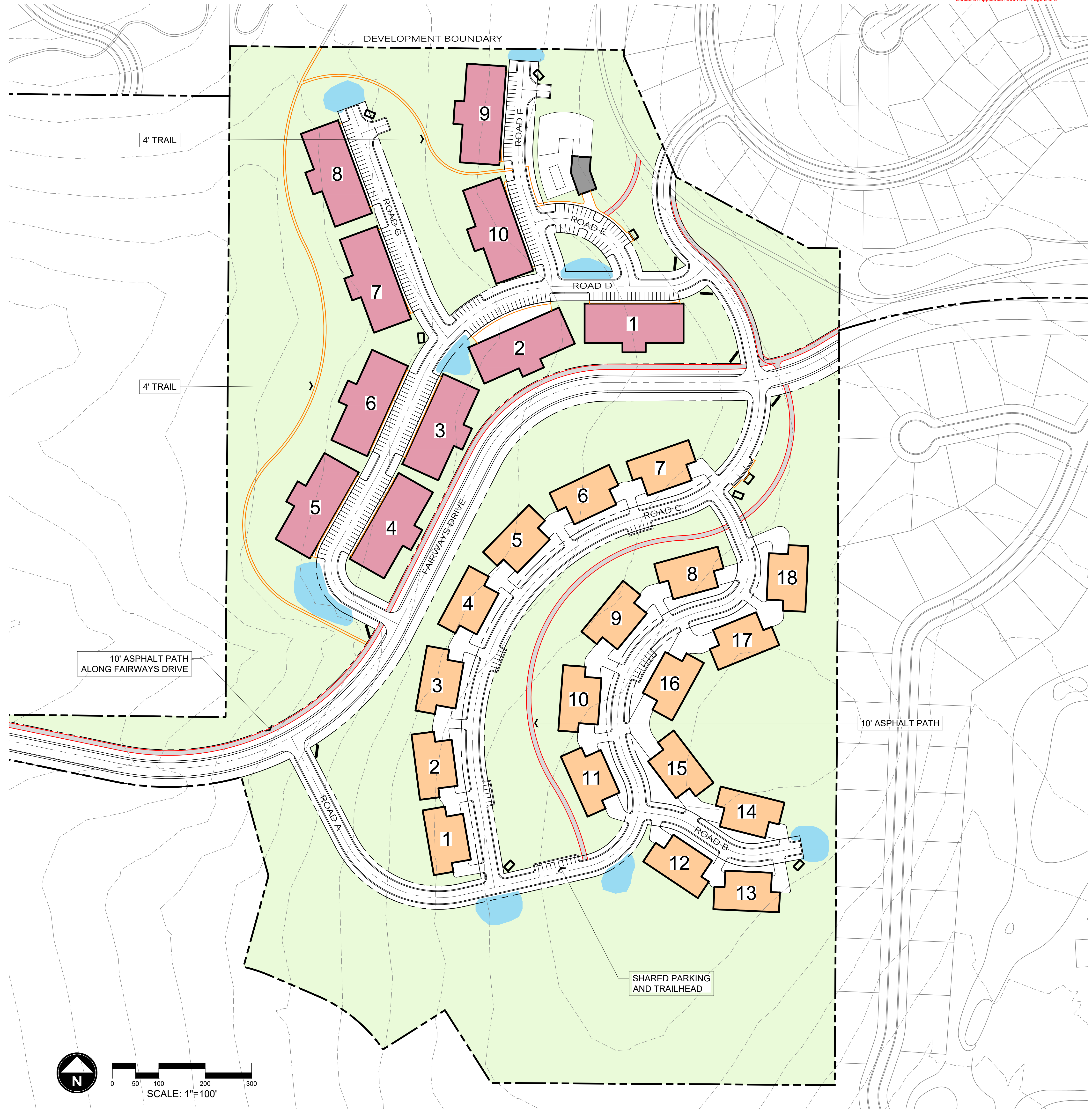
Weber County Parcel Nos. 22-021-0048, 22-021-0006 and 22-021-0111
(Totaling 90.542 Acres)



DEVELOPMENT DATA	
DEVELOPMENT BOUNDARY AREA	56.25 ACRES
PROPOSED UNITS	101 UNITS
12-PLEX	120 UNITS
TOWNHOMES	72 UNITS

NOTE:
~~SITE DESIGN, AMENITIES ROAD ALIGNMENTS AND LOT LINES ARE ALL CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND CONSTRUCTION~~

EXHIBIT B
MASTER PLAN



OPEN SPACE DATA

PROPOSED OPEN SPACE 35.00 ACRES

PROPOSED TRAILS

10' ASPHALT PATH 0.75 MILES

4' TRAIL 0.35 MILES

NOTE:
SITE DESIGN, AMENITIES ROAD ALIGNMENTS
AND LOT LINES ARE ALL CONCEPTUAL AND
SUBJECT TO CHANGE BASED ON FINAL
ENGINEERING AND CONSTRUCTION

10' ASPHALT PATH



4' TRAIL

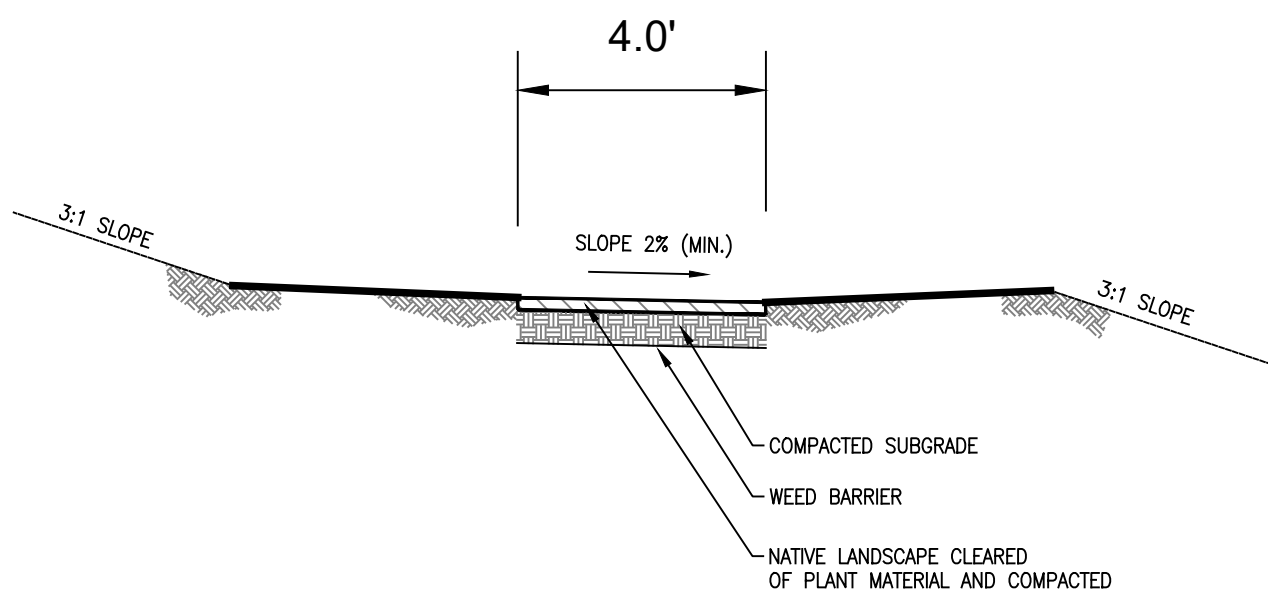
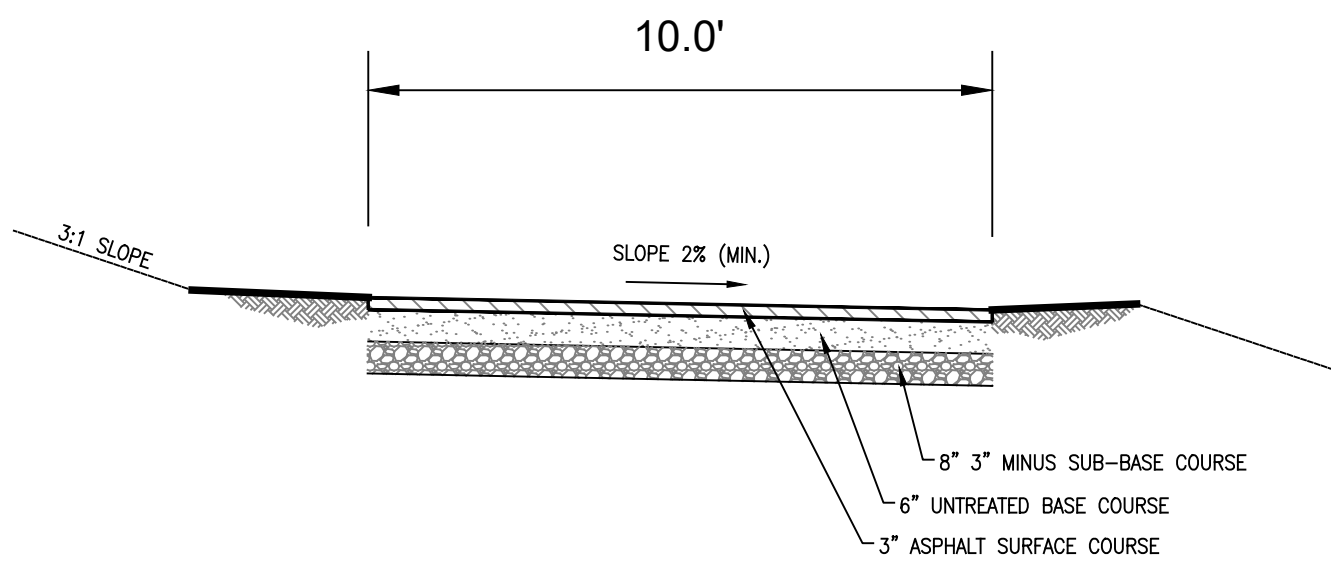


EXHIBIT C
PARKS / TRAILS /
OPEN SPACE (PTOS)

SHEET TITLE:
PARKS / TRAIL / OPEN
SPACE PLAN (PTOS)

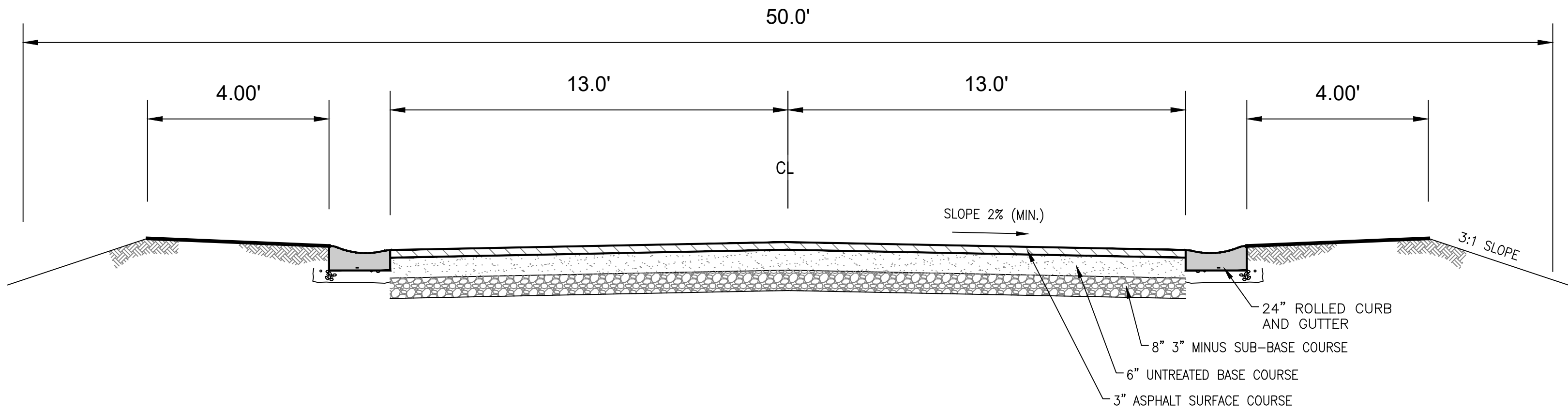
SHEET NUMBER:
EX. C

EAGLE CREST

MASTER PLAN

WEBER COUNTY, UTAH

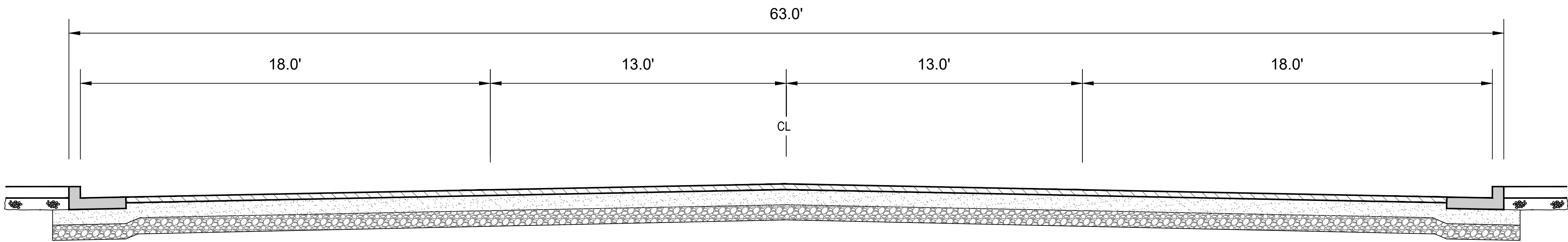




NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



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

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

ROAD PROFILES

NOT TO SCALE

**EXHIBIT D
TECHNICAL GUIDELINES**

SHEET TITLE:
TECHNICAL
GUIDELINES

SHEET NUMBER:
EX. D

EAGLE CREST

MASTER PLAN
WEBER COUNTY, UTAH

