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LEANN H KILTS, WEBER COUNTY RECORDER
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REC FOR: WEBER COUNTY PLANNING

C2015-340

9-1

**WEBER COUNTY
ZONING DEVELOPMENT AGREEMENT**

PARTIES: The parties to this Zoning Development Agreement (Agreement) are WCU LLC ("the petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS: Whereas, the petitioner seeks to rezone property generally located at 3718 North Wolf Creek Drive within the unincorporated area of Weber County, Utah from Open Space (O-1) and Commercial Valley (CV-2) to Commercial Valley Resort Recreation (CVR-1) for the general purpose of developing The Wolf Creek Resort Commercial Core with uses listed in the CVR-1 Zone which property consists of approximately 15.97 acres and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("the property"); and

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of zoning regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan of all or part of the County; and

WHEREAS, the petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the Ogden Valley General Plan and for the area and the existing land uses surrounding the property to be rezoned as described in Exhibit A; and

WHEREAS, the County desires to rezone the property for the purpose of developing it in the manner outlined in Exhibit B, but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

WHEREAS, it is in the best interest of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in EXHIBIT A be rezoned back to the zoning that existed prior to granting the petitioner's initial rezoning request.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Agreement

- 1.1** The County will rezone the property described in EXHIBIT A from Open Space (O-1) and Commercial Valley (CV-2) to Commercial Valley Resort Recreation (CVR-1) for the purpose of allowing the petitioner to construct his conceptually pre-designed project on the subject property as shown in Exhibit B.
- 1.2** The petitioner will develop the subject property based on the Concept Development Plan and the approved Conditions and Limitations attached hereto and marked as Exhibits B. The attached site plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will begin construction on the designated project described in Exhibit B

within 5 years of the date on which final approval of the rezoning petition is granted, and will complete the project within 20 years of the rezoning approval date.

- 1.3 The petitioner acknowledges that if the project has not begun or has not been completed within the time frames outlined above that he will request that the property be rezoned from a Commercial Valley Resort Recreation (CVR-1) Zone to Open Space (O-1) and Commercial Valley (CV-2) zones and this document will serve as his request that the property be rezoned by the County. The petitioner understands that the County's granting of his rezoning petition is contingent upon him completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.
- 1.4 The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
- 1.5 Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 1.6 The County will review more detailed development plans and approve/ issue Land Use or Conditional Use Permits that comply with the Land Use Code provisions.
- 1.7 The following conditions, occurrences, or actions will constitute a default by the petitioner, his assigns, or successors in interest:
 - a. failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
 - b. disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
 - c. a written petition by the petitioner, his assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
- 1.8 In the event that any of the conditions constituting default by the petitioner, his assigns, or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized.

In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.
- 1.9 The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification if deemed warranted.
- 1.10 This Agreement with any amendments shall be in full force and effect according to this approved Zoning Development Agreement until the property covered herein has been reverted to its former zone designation as a result of default.
- 1.11 Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

- 1.12 In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.
- 1.13 This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

2. Development

- 2.1 The petitioner shall develop the subject property based upon representations made in the Rezone Application and the approved conceptual development plan for the commercial core of Wolf Creek Resort (Exhibit B). The conceptual development plan may be refined, in accordance with provisions of the CVR-1 Zone, but material changes to the general concept of the conceptual development plan will not be made without prior formal approval of the County.
- 2.2 The petitioner agrees that development, consistent with the conceptual development plan will be subject to and part of a more specific and more detailed subdivision and/or plan review. Development inconsistent with the conceptual development plan will not be approved.
- 2.3 The petitioner acknowledges that by rezoning the property, the County is not representing or guaranteeing that there are readily available services to support the entire project. Further, the petitioner agrees that no development shall be allowed unless the petitioner demonstrates the ability to provide water, sewer, and other necessary infrastructure in accordance with state laws, rules and regulations, and county codes.
- 2.4 The County will review more detailed development plans and will approve/issue Land Use, Conditional Use, and Building Permits based on compliance with applicable standards including but not necessarily limited to State Law, the Weber County Land Use Code, Building Code, and/or Health Regulations.
- 2.5 Developer shall incorporate principles of sustainability into the development when practical and feasible. Developer shall demonstrate practicality and feasibility at the time of and within all development review applications.
- 2.6 Developer agrees that all construction will utilize best management practices. Final site plan applications made to Weber County shall be accompanied by a summary of the best management practices being utilized.

3. Density

DENSITY AND DESCRIPTION	
Type of Use	Density Equivalent
Single-Family Dwelling	1 unit
Multi-family Dwelling	1 unit per dwelling unit
Condominium Rental Apartment	1 unit per dwelling unit
Lock out sleeping rooms	Does not count toward unit density
Commercial Square Footage	Does not count toward unit density

4. Height

The proposed height of the buildings is not to be taller than 52 feet, which was the average height of the condo-tel building previously approved on the site. A Conditional use permit is required if the building is over 25 feet in height.

Documents Attached:

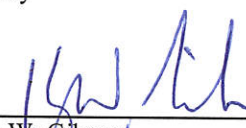
Exhibit A (CVR-1 Zoning Description)

Exhibit B (Concept Development Plan for Wolf Creek Commercial Core)

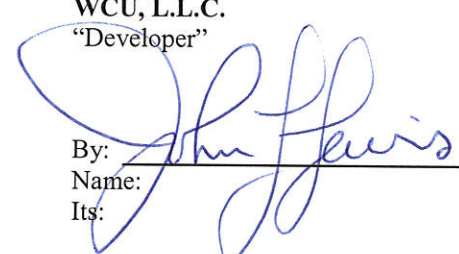
IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval.

Approved by the Parties herein undersigned this 1st day of September, 2015.

Weber County Corporation
"County"

By: 
Kerry W. Gibson
Chair, Weber County Commission

WCU, L.L.C.
"Developer"

By: 
Name:
Its:

ATTEST:


Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CORPORATE ACKNOWLEDGMENT

State of Utah)
County of Weber) ss.

On this 10 day of Sept, in the year 2015, before me, John Lewis Angela Martin
a Notary Public in and for the State, personally appeared, John Lewis proved, on the basis of
satisfactory evidence, to be the Developer of WCU LLC corporation
which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by
authority of a Resolution of its Board of Directors that said corporation executed the same.

Witness my hand and official seal.

[Signature]
Notary Public



APPROVED AS TO FORM:

Courtlan P. Erickson
Weber County Attorney

8-21-15
Date

Exhibit A

Parcel 22-017-0009 is hereby rezoned from Forest Residential FR-3 to Open Space O-1. The legal description is as follow:

BEGINNING AT A POINT ON THE NORTH LINE OF THE FAIRWAY OAKSPHASE 1 SUBDIVISION, SAID POINT BEING NORTH 00D20'47" EAST 400.01 FEET ALONG THE SECTION LINE AND SOUTH 89D14'39" EAST 73.37 FEET AND NORTH 78D24'08" EAST 60.00 FEET FROM THE WESTQUARTER CORNER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING NORTH 00D20'47" EAST 2678.81 FEET BETWEEN SAID WEST QUARTER CORNER AND THENORTHWEST CORNER OF SAID SECTION 22); AND RUNNING THENCE NORTH 85D23'10" EAST 5.49 FEET; THENCE NORTH 04D36'50" WEST 28.97 FEET TO A POINT OF CURVATURE OF A 230.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 85D23'10" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 58.49 FEET THROUGH A CENTRAL ANGLE OF 14D34'16"; THENCE NORTH 19D11'06" WEST 19.91 FEET TO A POINT OF CURVATURE OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 70D48'54" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 46.38 FEET THROUGH A CENTRAL ANGLE OF 37D57'47"; THENCE NORTH 18D46'41" EAST 78.02 FEET; THENCE SOUTH 86D01'15" EAST 98.86 FEET; THENCE NORTH 04D04'29" EAST 785.51 FEET; THENCE NORTH 55D14'14" EAST 226.49 FEET; THENCE NORTH 34D43'01" EAST 121.50 FEET; THENCE NORTH 21D21'04" EAST 269.33 FEET TO A POINT OF CURVATURE OF A 168.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE CENTER OF WHICH BEARS SOUTH 68D38'56" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 513.65 FEET THROUGH A CENTRAL ANGLE OF 175D10'37"; THENCE SOUTH 16D31'41" WEST 432.36 FEET; THENCE SOUTH 35D17'41" WEST 669.63 FEET; THENCE SOUTH 16D10'15" EAST 207.24 FEET; THENCE SOUTH 80D24'49" EAST 559.78 FEET; THENCE NORTH 54D01'25" EAST 284.52 FEET; THENCE NORTH 11D36'26" EAST 678.68 FEET; THENCE NORTH 65D25'06" WEST 341.23 FEET; THENCE NORTH 12D41'49" WEST 133.82 FEET; THENCE NORTH 29D38'50" EAST 593.80 FEET; THENCE NORTH 87D05'36" EAST 111.81 FEET TO THE WESTERLY BOUNDARY OF THE WOLF CREEK PHASE II SUBDIVISION; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING SIX (6) COURSES 1) THENCE SOUTH 15D07'47" WEST (SOUTH 14D47' WEST PLAT) 259.14 FEET; 2) THENCE SOUTH 12D46'17" WEST (SOUTH 12D26'30" WEST PLAT) 334.70 FEET; 3) THENCE SOUTH 86D20'43" EAST (SOUTH 86D41'30" EAST PLAT) 214.60 FEET; 4) THENCE NORTH 31D36'02" EAST (NORTH 31D15'15" EAST PLAT) 168.90 FEET; 5) THENCE SOUTH 76D45'43" EAST (SOUTH 77D06'30" EAST PLAT) 79.20 FEET; 6) THENCE SOUTH 07D10'07" WEST (SOUTH 06D49'20" WEST PLAT) 127.60 FEET; THENCE SOUTH 07D09'42" WEST 20.03 FEET TO THE WEST LINE OF THE WOLF CREEK PHASE 1 SUBDIVISION; THENCE ALONG SAID WEST LINE OF WOLF CREEK PHASE 1 THE FOLLOWING THREE (3) COURSES: 1) THENCE SOUTH 07D09'58" WEST (SOUTH 06D49'20" WEST PLAT) 200.00 FEET; 2) THENCE SOUTH 05D41'08" WEST (SOUTH 05D20'30" EAST PLAT) 677.20 FEET 3) THENCE SOUTH 08D45'08" WEST (SOUTH 08D24'30" WEST PLAT) 352.00 FEET; THENCE NORTH 87D41'19" WEST 393.67 FEET TO THE NORTHEAST CORNER OF THE FAIRWAY OAKS PHASE II SUBDIVISION; THENCE NORTH 89D16'03" WEST 685.81 FEET ALONG THE NORTH LINE OF SAID FAIRWAY OAKSPHASE II TO THE NORTHEAST CORNER OF THE FAIRWAY OAKS PHASE I SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID FAIRWAY OAKS PHASE I THE FOLLOWING FIVE (5) COURSES; 1) THENCE NORTH 89D16'05" WEST 191.19 FEET; 2) THENCE SOUTH 57D23'41" WEST 60.16 FEET; 3)

THENCE WEST 108.60 FEET; 4) THENCE NORTH 05°10'41" WEST 36.25 FEET; 5) THENCE NORTH 08°23'16" WEST 55.99 FEET TO THE POINT OF BEGINNING. CONTAINING 30.65 ACRES, MORE OR LESS.

The following legal description is hereby rezoned from Forest Residential FR-1 to Open Space O-1:

A Parcel of land located in the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; more particularly described as follows: Beginning at the North Quarter Corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 88°07'1" East 379.00 feet along the Section line; thence South 00°07'44" West 623.00 feet; thence North 89°33'41" West 383.01 feet to the quarter section line; thence North 00°30'27" East 196.01 feet along said quarter section line; thence South 87°15'14" West 306.16 feet along the north line of Wolf Creek Phase II to the easterly right of way line of Wolf Creek Drive and a point of curvature of a 708.00 foot radius non tangent curve to the left; the center of which bears South 87°16'42" West; thence along said easterly right of way line the following 3 courses: 1) thence northerly along the arc of said curve 164.59 feet through a central angle of 13°19'11"; 2) thence North 16°02'29" West 147.73 feet to a point of curvature of a 457.37 foot radius curve to the right, the center of which bears North 73°57'31" East; 3) thence northerly along the arc of said curve 154.31 feet through a central angle of 19°19'49", to the North line of said Section 22; thence South 89°12'25" East 394.36 feet as measured along the North line of said Section 22 and the South line of Snowflake No. 2 (and extension) to the point of beginning. Containing 9.11 acres, more or less.

The following legal description is hereby rezoned from Open Space O-1 and Commercial Valley CV-2 to Commercial Valley Resort Recreation CVR-1:

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

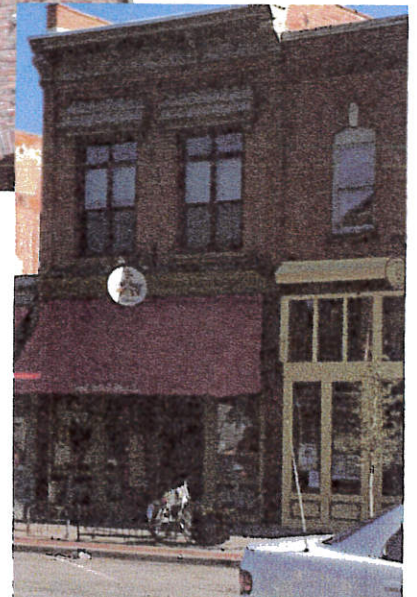
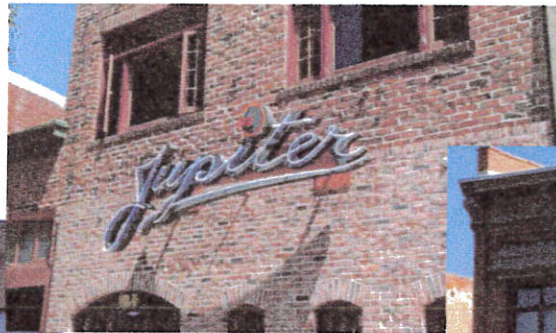
NORTH 44°47'34" WEST 165.96 FEET TO THE NORTHWEST CORNER OF SAID PHASE 5 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 6; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE 6 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°47'34" WEST 42.13 FEET; (2) NORTH 39°12'48" WEST 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.

WOLF CREEK RESORT VILLAGE CONCEPT DEVELOPMENT PLAN



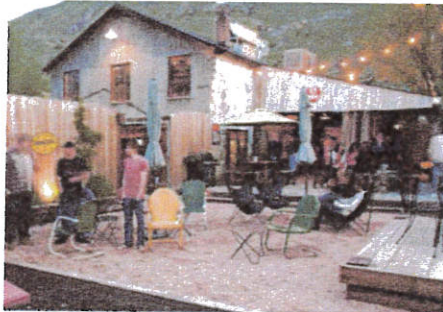
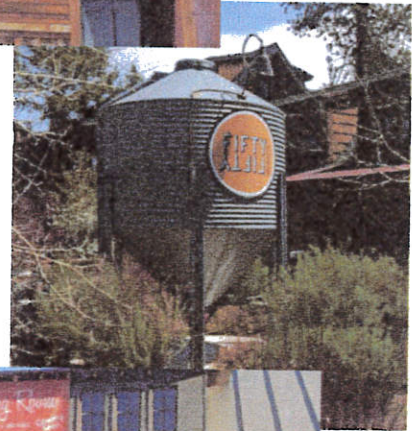


VILLAGE ARCHITECTURE MERCANTILE



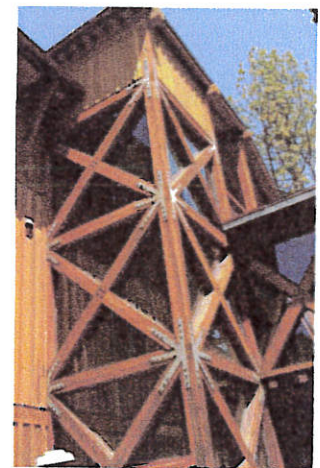
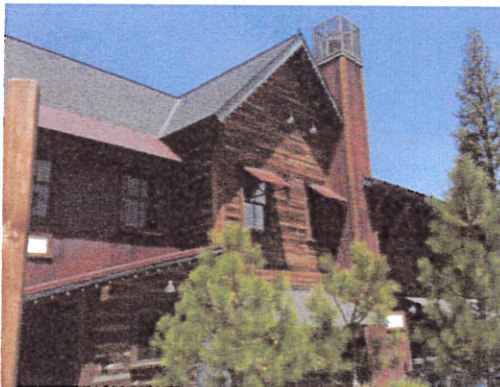
THIS EXHIBIT REPRESENTS THE CURRENT DESIGN
INTENTIONS AND REPRESENTATIONS OF WOLF CREEK.
THE INFORMATION SHOWN HEREON IS CONCEPTUAL
AND SUBJECT TO CHANGE AT ANY TIME. WOLF CREEK
IS NOT LIABLE FOR ANY MISREPRESENTATIONS.

VILLAGE ARCHITECTURE RESTAURANT/CAFE/BREWERY



THIS EXHIBIT REPRESENTS THE CURRENT DESIGN INTENTIONS AND REPRESENTATIONS OF WOLF CREEK. THE INFORMATION SHOWN HEREON IS CONCEPTUAL AND SUBJECT TO CHANGE AT ANY TIME. WOLF CREEK IS NOT LIABLE FOR ANY MISREPRESENTATIONS.

VILLAGE ARCHITECTURE HOTEL



THIS EXHIBIT REPRESENTS THE CURRENT DESIGN
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IS NOT LIABLE FOR ANY MISREPRESENTATIONS.

VILLAGE ARCHITECTURE THE BARN



PHOTO CREDIT: DORNY PETERSON



PHOTO CREDIT: CELESTE PARKER



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