



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: A public hearing to consider and or take action on a proposed amendment to the Weber County Zoning Map, Wolf Creek area by rezoning 9.11 acres of Forest Residential FR-1 to Open Space O-1; rezone approximately 15.97 acres of Open Space O-1, and Commercial Valley CV-2 to a Commercial Valley Resort Recreation CVR-1 Zone; and rezone 30.65 acres of Forest Residential FR-3 to Open Space O-1; and the approval of the Zoning Development Agreement.

Type of Decision: Legislative

Agenda Date: Tuesday, September 01, 2015

Applicant: John Lewis

File Number: ZMA 2015-01

Property Information

Approximate Address: Wolf Creek

Project Area: Wolf Creek Commercial Core

Proposed Land Use: Open space and development of the commercial core

Adjacent Land Use

| | | | |
|---------------|----------------|---------------|----------------|
| North: | Not Applicable | South: | Not Applicable |
| East: | Not Applicable | West: | Not Applicable |

Staff Information

Report Presenter: Jim Gentry
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(801) 399-8767

Report Reviewer: SW

Applicable Land Use Code

- Weber County Land Use Code Title 102 (Administration) Chapter 5 (Rezoning Procedures)
- Weber County Land Use Code Title 104 (Zones) Chapter 11 (Commercial Valley Resort Recreation) CVR-1 Zone
- Weber County Land Use Code Title 104 (Zones) Chapter 13 (Forest Residential) FR-1 Zone
- Weber County Land Use Code Title 104 (Zones) Chapter 17 (Forest Residential) FR-3 Zone
- Weber County Land Use Code Title 104 (Zones) Chapter 21 (Commercial Valley Zones) CV-1 and CV-2
- Weber County Land Use Code Title 104 (Zones) Chapter 26 (Open Space) O-1 Zone

Background

The applicant is proposing to rezone three different areas of Wolf Creek Resort. The rezones are in line with the Zoning Development Agreement that was approved in 2002. The first rezone area to discuss is 30.65 acres of FR-3 land on the back nine of the golf course, which will be rezoned to O-1.

The second area to be rezoned is in the commercial core of Wolf Creek. The applicant is proposing to rezone approximately 15.97 acres of Open Space O-1, Commercial Valley Resort Recreation CVR-1, and Commercial Valley CV-2 Zone, to a Commercial Valley Resort Recreation CVR-1 Zone. There is 4.68 acres zoned Commercial Valley Resort Recreation CVR-1 and another 2.11 acres of Commercial CV-2 Zone leaving approximately 9.18 acres of Open Space that will be rezoned to the Commercial Valley Resort Recreation CVR-1 Zone. In the 2002 Zoning Development Agreement, there were 250 units assigned to the Commercial CV-2 Zone, even though the CV-2 Zone doesn't allow residential units. Because of the error in the Zoning Development Agreement, a requirement has been in place requiring the property owners to rezone the property to a Commercial Valley Resort Recreation CVR-1 Zone which allows the residential units. The Wolf Creek Parcel Number map has identified this area as the commercial core area. Since this is in the commercial core of Wolf Creek, the applicant has been working with the residents, home owners associations, and other interested parties in developing the concept plan for this area. The concept development plan shows additional amenities that will be part of Wolf Creek. The Concept Development Plan is Exhibit E.

The final area being rezoned is the 9.11 acres of Forest Residential FR-1 to Open Space O-1 Zone. This area is identified as Parcel 4 on the Wolf Creek Parcel Number map, and has one unit. This rezone is being done to compensate for the approximately 9.18 acres of open space that is being rezoned to the Commercial Valley Resort Recreation CVR-1 Zone discussed above.

Summary of County Commission Considerations

The purpose of zoning regulations is to promote the general welfare, safety, health, convenience, and economic prosperity of the County. The County Code requires that rezoning of property, should further this purpose, by complying with the County's general plans. The Rezoning Procedures (Section 3 - Approval Criteria) are listed below:

- (a) To promote compatibility and stability in zoning and appropriate development of property within the county, no application for rezoning shall be approved unless it is demonstrated that the proposed rezoning promotes the health, safety, and welfare of the county and the purposes of this chapter.
- (b) The planning commission and the county commission will consider whether the application should be approved or disapproved based upon the merits and compatibility of the proposed project with the general plan, surrounding land uses, and impacts on the surrounding area. The commissions will consider whether the proposed development, and in turn the application-for rezoning, is needed to provide a service or convenience brought about by changing conditions, and which, therefore, promotes the public welfare. The county commission may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen or eliminate adverse impacts.

The County Commission should consider the following question:

- Are there any major detrimental effects that may come from approving this amendment?

Conformance to the General Plan

The Ogden Valley General Plan, as adopted in 1998, states that Weber County “supports the continued development of resort-related commercial areas” (OVGP, p.12). In December of 2005, Weber County adopted the Recreation Element of the General Plan and within that document it suggests that Weber County “accommodate expected demand for second home, year-round home, and resort-related development without generating suburban/resort sprawl” by “encouraging the creation of new resort villages.”

Conditions of Approval

Approval of the Zoning Development Agreement

Planning Commission Recommendation

The Planning Commission unanimously recommends approval of the proposed amendment to the Weber County Zoning Map, Wolf Creek area by rezoning 9.11 acres of Forest Residential FR-1 to Open Space O-1; rezoning approximately 15.97 acres of Open Space, and Commercial Valley CV-2 to a Commercial Valley Resort Recreation Zone CVR-1; and rezone 30.65 acres of Forest Residential FR-3 to Open Space O-1.

The recommendation is based on the following:

- Compliance with the Ogden Valley General Plan.
- The proposal is consistent with the 2002 Zoning Development Agreement for Wolf Creek.
- Provides the necessary land use code that the 2002 Wolf Creek Resort Zoning Development Agreement intended.
- This petition does not reduce the acreage of Open Space O-1 Zone.
- The applicant is proposing additional amenities and recreational opportunities at Wolf Creek.
- There are 250 units assigned to the Commercial CV-2 Zone, which doesn't allow residential units. Wolf Creek in the past has been required to rezone to the Commercial Valley Resort Recreation CVR-1 Zone.

Exhibits

- A. Applicant's narrative
- B. Existing Zoning map
- C. Proposed Zoning map
- D. Rezone ordinance

- E. Zoning Development Agreement
 - Wolf Creek Resort Village Concept Development Plan and conceptual architecture
- F. Planning Commission minutes
- G. The 2002 Zoning Development Agreement

Wolf Creek Resort Village
Resort Core Zoning and Concept Development Plan
07.2015

Application Sections

1. Describing the project vision
 - The Zoning Development Agreement (ZDA) for Wolf Creek Resort was first established with Weber County in the early 1980s. One purpose of this application is to provide land use zoning in the village core area of the resort that will support a blend of commercial and residential uses (mix use). The most recent ZDA from 2002 identified certain allowable uses in the CV-2 zone that are not allowed by the current commercial land use ordinance. We feel that the CVR-1 zone gives us the most flexibility as we move forward with the attached concept development plan. The overall vision is to provide both guests and the local community a combination of services. The 15.975 acre resort core plan includes retail opportunities, professional office space, restaurants and eateries, recreation facilities, a hotel and privately owned condos. The site data table in the exhibit breaks down the square footages by use types as well as the purposed parking. Trails will feed the village from the surrounding communities and the "market street" will have the ability to close down to host various events. In addition, a community center would provide a new neighborhood and resort amenity.
 - The concept development plan illustrates architectural examples and the layout for the different building locations. Building heights will vary, step with the elevation grades and will be established by final design. We are projecting the highest structure to the hotel at the south end of the project at an estimated 45 to 50 feet. The proposed concept has 68 condominiums along with 93 hotel rooms. Storm Water runoff can be easily mitigated at the Resort Village location and will be incorporated into the subdivision/Conditional Use Permit design. Additional details will be presented at the Ogden Valley Planning Commission meeting.
 - As illustrated in the concept development plan exhibit, the proposed amendment to the Weber County zoning map is as follows;
 - 9.11 acres of FR-1 to O-1
 - Approximately 15.975 acreages of O-1, CV-2 and CVR-1 zoned property to become CVR-1
 - 30.65 acres of FR-3 land on the back nine of the golf course to O-1
2. How is the change in compliance with the General Plan?
 - The General Plan for the upper Ogden Valley supports resort communities and clustered development in identified areas such as Wolf Creek Resort. The site of the proposed rezone has been planned for mix use development for some time and this action puts the proper zoning in place to support the concept plan.
3. Why should the present zoning be changed to allow this proposal?
 - Will provide the necessary land use code that the 2002 Wolf Creek Resort ZDA intended. Within the overall master plan, this petition does NOT reduce acres of O-1 zoning but technically increases it by 30.65 acres. The new proposed CVR-1 boundary incorporates existing commercial zoning, built resort structures and provides expansion for a community amenity.
4. How is the change in the public interest?
 - Supports the General Plan and is consistent with previous concepts. The development plan will provide additional local services and amenities to the community. The commercial component will provide local employment and provide economic development to the valley.
5. What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
 - The county is requiring CVR-1 zoning to utilize the entitlements assigned to the undeveloped commercial zoning as identified in the 2002 ZDA for Wolf Creek Resort. This action is consistent with rezoning that occurred at this site in 2006, from CV-2 to CVR-1.
6. How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?
 - Will provide commercial, residential and recreational opportunities that will be used by the local community. Long term, we hope to attract a medical service such as an "instacare" facility.

WOLF CREEK RESORT VILLAGE CONCEPT DEVELOPMENT PLAN EXISTING ZONING



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.

WOLF CREEK RESORT VILLAGE CONCEPT DEVELOPMENT PLAN PROPOSED ZONING



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.

ORDINANCE _____

An Ordinance of Weber County, rezoning property located at approximately 3718 North Wolf Creek Drive from Forest Residential FR-1 to Open Space O-1; rezone approximately 15.97 acres of Open Space O-1, and Commercial Valley CV-2 to a Commercial Valley Resort Recreation CVR-1 Zone; and rezone 30.65 acres of Forest Residential FR-3 to Open Space O-1 for the purpose of developing Wolf Creek Commercial Core.

Whereas, the Ogden Valley General Plan states, "Weber County feels that Ogden Valley's commercial development should be balanced with residential growth and occur in a manner that does not detract from the area's character," and, "The County continues to support the development of resort-related commercial areas;" and

Whereas, one of the goals of the Ogden Valley General Plan is to "enhance quality recreational opportunities" and one of the objectives of this goal is to "identify recreational assets, facilities and activities in the Valley and determine which facilities might be expanded to meet increased recreation demand and plan for such expansion;" and

Whereas, the expansion of the Wolf Creek commercial core has the potential to provide additional amenities and recreational opportunities in the Ogden Valley; and

Whereas, the development of Wolf Creek Resort's commercial core will not reduce the total area of existing open space; and

Whereas, the Ogden Valley Planning Commission, after appropriate notice, held a public hearing on July 28, 2015 and unanimously recommended that the Weber County Board of Commissioners approve the proposed rezone; and

Whereas, the Weber County Board of Commissioners finds that the proposed rezone will comply with the goals and objectives of the Ogden Valley General Plan; and

Whereas, the Weber County Board of Commissioners, after appropriate notice, held a public hearing on September 1, 2015, to allow the general public to comment on the proposed rezone;

Now Therefore, the Weber County Board of Commissioners ordains that the following legal descriptions are hereby rezoned:

Section 1:

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 85°23'10" EAST 5.49 FEET; THENCE NORTH 04°36'50" 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 85°23'10" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 58.49 FEET THROUGH A CENTRAL ANGLE OF 14°34'16"; THENCE NORTH 19°11'06" 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 70°48'54" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 46.38 FEET THROUGH A CENTRAL ANGLE OF 37°57'47"; THENCE NORTH 18°46'41" EAST 78.02 FEET; THENCE SOUTH 86°01'15" EAST 98.86 FEET; THENCE NORTH 04°04'29" EAST 785.51 FEET; THENCE NORTH 55°14'14" EAST 226.49 FEET; THENCE NORTH 34°43'01" EAST 121.50 FEET; THENCE NORTH 21°21'04" EAST 269.33 FEET TO A POINT OF CURVATURE OF A 168.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 68°38'56" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 513.65 FEET THROUGH A CENTRAL ANGLE OF 175°10'37"; THENCE SOUTH 16°31'41" WEST 432.36 FEET; THENCE SOUTH 35°17'41" WEST 669.63 FEET; THENCE SOUTH 16°10'15" EAST 207.24 FEET; THENCE SOUTH 80°24'49" EAST 559.78 FEET; THENCE NORTH 54°01'25" EAST 284.52 FEET; THENCE NORTH 11°36'26" EAST 678.68 FEET; THENCE NORTH 65°25'06" WEST 341.23 FEET; THENCE NORTH 12°41'49" WEST 133.82 FEET; THENCE NORTH 29°38'50" EAST 593.80 FEET; THENCE NORTH 87°05'36" 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 15°07'47" WEST (SOUTH 14°47' WEST PLAT) 259.14 FEET; 2) THENCE SOUTH 12°46'17" WEST (SOUTH 12°26'30" WEST PLAT) 334.70 FEET; 3) THENCE SOUTH 86°20'43" EAST (SOUTH 86°41'30" EAST PLAT) 214.60 FEET; 4) THENCE NORTH 31°36'02" EAST (NORTH 31°15'15" EAST PLAT) 168.90 FEET; 5) THENCE SOUTH 76°45'43" EAST (SOUTH 77°06'30" EAST PLAT) 79.20 FEET; 6) THENCE SOUTH 07°10'07" WEST (SOUTH 06°49'20" WEST PLAT) 127.60 FEET; THENCE SOUTH 07°09'42" 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 07°09'58" WEST (SOUTH 06°49'20" WEST PLAT) 200.00 FEET; 2) THENCE SOUTH 05°41'08" WEST (SOUTH 05°20'30" EAST PLAT) 677.20 FEET; 3) THENCE SOUTH 08°45'08" WEST (SOUTH 08°24'30" WEST PLAT) 352.00 FEET; THENCE NORTH 87°41'19" WEST 393.67 FEET TO THE NORTHEAST CORNER OF THE FAIRWAY OAKS PHASE II SUBDIVISION; THENCE NORTH 89°16'03" WEST 685.81 FEET ALONG THE NORTH LINE OF SAID FAIRWAY OAKS PHASE 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 89°16'05" WEST 191.19 FEET; 2) THENCE SOUTH 57°23'41" 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.

Section 2:

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°07'11" 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.

Section 3:

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.

Passed, adopted, and ordered published this ____ day of _____, 2015, by the Weber County Board of Commissioners

WEBER COUNTY BOARD OF COMMISSIONERS

By _____

Kerry W. Gibson, Chair

| | |
|---------------------|--------------|
| Commissioner Gibson | Voting _____ |
| Commissioner Bell | Voting _____ |
| Commissioner Ebert | Voting _____ |

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**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 2 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 _____ day of _____, 2015.

Weber County Corporation
"County"

WCU, L.L.C.
"Developer"

By: _____
Kerry W. Gibson
Chair, Weber County Commission

By: _____
Name:
Its:

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CORPORATE ACKNOWLEDGMENT

State of _____)

) ss.

County of _____)

On this _____ day of _____, in the year 2015, before me, _____
a Notary Public in and for the State, personally appeared, _____ proved, on the basis of
satisfactory evidence, to be the _____ of _____ 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.

Notary Public

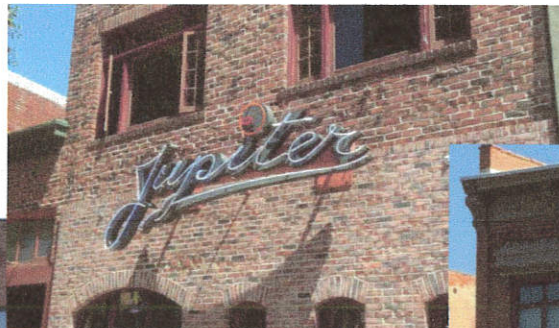
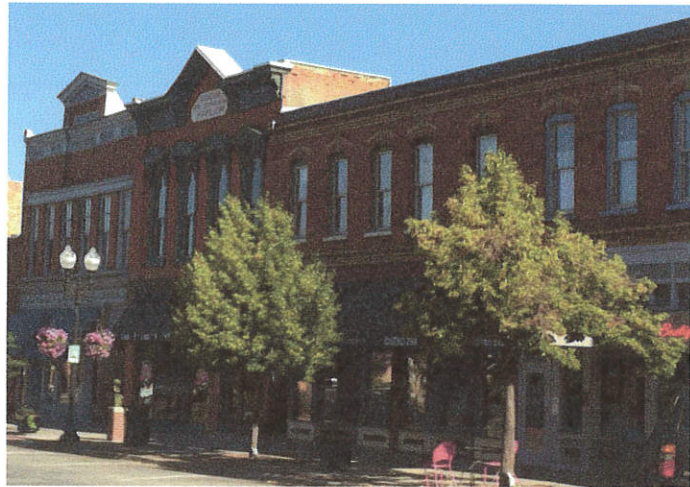
APPROVED AS TO FORM:

Weber County Attorney_____
Date

WOLF CREEK RESORT VILLAGE CONCEPT DEVELOPMENT PLAN

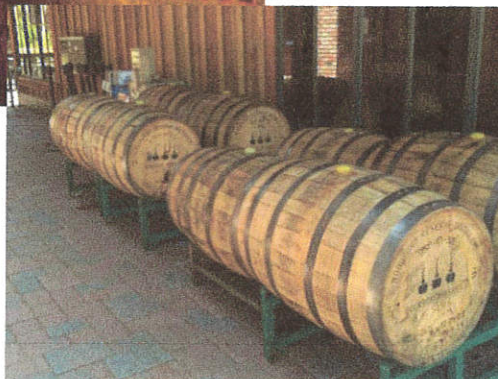
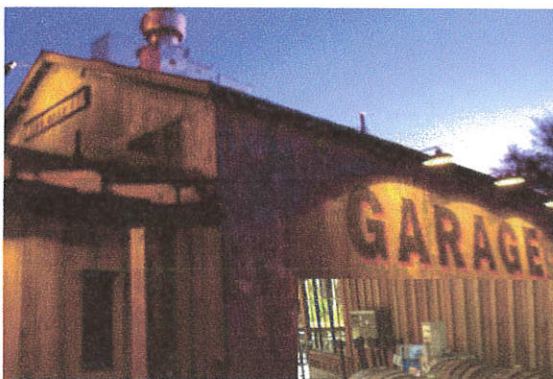
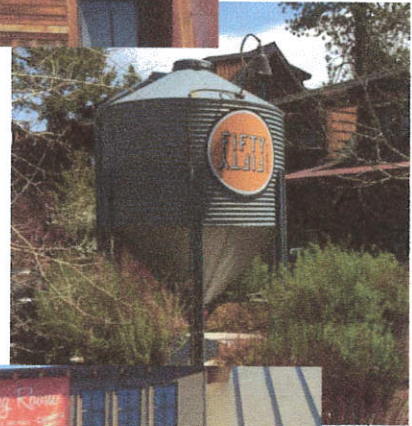


VILLAGE ARCHITECTURE MERCANTILE



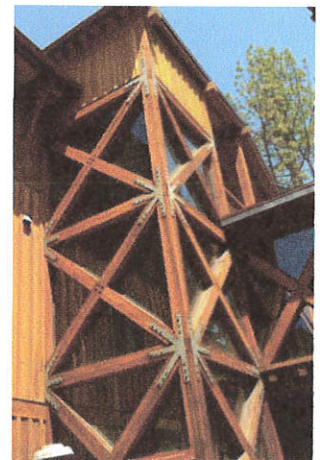
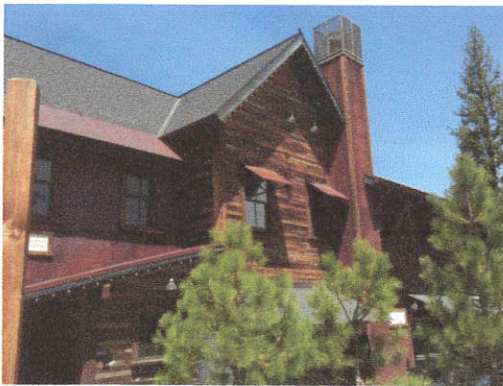
THIS EXHIBIT REPRESENTS THE CURRENT DESIGN INTENTIONS AND REPRESENTATIONS OF WOLF CREEK. THE INFORMATION SHOWN HEREON IS CONCEPTUAL AND SUBJECT TO CHANGE AT ANY TIME. WOLF CREEK IS NOT LIABLE FOR ANY MISREPRESENTATIONS.

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 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

THE BARN

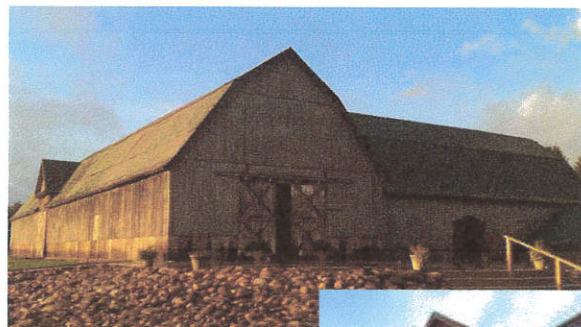


PHOTO CREDIT: DORRIS PETERSON



PHOTO CREDIT: CELESTE PARKER



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Minutes of the Ogden Valley Planning Commission Regular meeting July 28, 2015, in the Weber County Commission Chambers, commencing at 5:00 p.m.

Present: John Howell, Greg Graves, Will Haymond, Kevin Parson, Stephen Waldrip

Absent/Excused: Laura Warburton; Jami Taylor

Staff Present: Sean Wilkinson, Planning Director; Scott Mendoza, Principal Planner, Jim Gentry, Principal Planner; Charlie Ewert, Principal Planner; Courtlan Erickson, Legal Counsel; Kary Serrano, Secretary

*Pledge of Allegiance:

*Roll Call:

Commissioner Graves nominated Commissioner Parson as Chair Pro-tem. Commissioner Haymond seconded. A vote was taken with Commissioners Howell, Haymond, Waldrip, and Graves voting aye. Motion Carried (4-0)

- 3.2. ZMA 2015-01:** Public Hearing to consider and take action on a proposed amendment to the Weber County Zoning Map, Wolf Creek area by rezoning 9.11 acres of Forest Residential FR-1 to Open Space O-1; rezone approximately 15.97 acres of Open Space, and Commercial Valley CV-2 to a Commercial Valley Resort Recreation CVR-1 Zone; and rezone 30.65 acres of Forest Residential FR-3 to Open Space O-1.

Jim Gentry said the applicant is proposing some rezones in the Wolf Creek area. The first rezone to discuss is the 30.75 acres on the back nine of the golf course that is zoned FR-3 and is being proposed to rezone to Open Space; resulting in an additional 30 acres of Open Space. Staff is having the legal description checked to make sure that it doesn't encroach into the Fairways Subdivision development. The second rezone proposal is out in the commercial core; CVR-1, CV-2, and some Open Space (O-1); and the applicant is looking at rezoning this area to the CVR-1 for commercial core type of development and he is here to explain his vision for this area. There is about 9.18 acres of Open Space that is going to be rezoned from Open Space to CVR-1. In exchange for that Open Space going from O-1 to CVR-1, the applicant is proposing to rezone 9.11 acres that is zoned FR-1 to Open Space as a trade off to make sure that O-1 stays the same. This property has one unit assigned; the question of where is this unit going, the answer is it's going to the commercial core.

Jim Gentry said that there was a Zoning Development Agreement done in 2002 which assigned 250 units to the CV-2 Zone; and the CV-2 Zone does not allow residential units. Previously in 2006, Wolf Creek did a rezone and some of this property was changed to CVR-1 so they could do a condominium condo/hotel. That is why the applicant is doing a CVR-1 so they could use those residential units that were assigned back then. The proposal is also in compliance with the 2002 Zoning Agreement. There was an addendum that was approved by County Commission in December or January of this year. It hasn't been recorded as of yet, and they are still working on that, the addendum would transfer approximately 56 units to other residential property. The Ogden Valley General Plan, as adopted in 1998, states that Weber County "supports the continued development of resort-related commercial area." The 2005 Recreational Element with the General Plan with the document suggest that Weber County, "accommodate expected demand for second home, year-round home, and resort-related development without generating suburban/resort sprawl." Staff is recommending to the County Commission approval as it complies with the Ogden Valley General Plan. The plan is consistent with the 2002 Zoning Development Agreement, and provides the necessary land use codes effective 2002 Wolf Creek Resort Development Agreement intended. The petition does not reduce the acreage of open space. The applicant is proposing additional amenities and recreational opportunities; and there were 250 units assigned to this CV-2 Zone which doesn't allow it, so it needs to be rezoned to the CVR-1 Zone. This Planning Commission may want to consider seeing the Zoning Development Agreement as part of that process. Staff did receive emails for and against the proposal. The emails were given to this Planning Commission.

John Lewis, applicant, who resides at Wolf Creek, said that on Friday they had an open house with approximately 250 friends and neighbors attending, they had a Latin Jazz band, and everyone had a great time. Wolf Creek's Bankruptcy created a huge mess and over the last six months they have spent a considerable amount of time coming up with a revised master plan and consider what they plan to do with their commercial core. He has learned in the last 20 years living at Wolf Creek that whatever people do there, whether it's a business, golf, shop, or a liquor store; it has to appeal to all three groups that are there. It has to work for that person who is renting there for the weekend for skiing or vacationing. It has to work for someone who owns real estate especially at that resort but lives somewhere else. It also has to work for the locals and it they don't hit all three of those, their business won't stay open. His main concern is

twofold; get the viability of the golf course and the resort back to sustainable and moving forward. The key to that is the sense of community, and they have spent a lot of time talking to groups, getting the various HOA's and getting input from the community to find out what they want. They have tried to come up with a product from the communities input, and their vision is to come up with some kind of commercial core, in the middle of their resort that somehow got overlooked. Right in the middle of this residential area, they need a place to do more concerts, and they have received a lot of inspiration from 25th Street.

John Lewis said that he measured various buildings on 25th Street, and everything 25 feet or smaller, is full and doing just fine, and everything 50 feet and larger like Ogden Blue is vacant. He was measuring the building of Lucky Slice; and had a conversation with the owner, and he asked him if he would like it wider, deeper, or bigger. He said that from his personal prospective, he opened his business in Layton that is larger than the building on 25th Street, and he spends twice as much in that place, and makes half as much as what he does on 25th Street, and he would never do that again. So in the future they would like to see smaller businesses, single or two story, with walkable areas, with nice streets and light going across it, and have some concerts or other things in that area. The other half of this is that he has lived there for twenty years and he would like to see a very well done community center there that the entire community could participate in, and that would probably take about three years for that to happen. Whatever they do it's about scale and if they really want to have that community center, parking has to be included. Last night they had a meeting with old and new members; and they talked about how they would modify the driving range. They came up with a plan that they wanted to put in this area; and this could be a satellite practice facility, that could double as a trail head. They already have a road coming out of the retreat, where they could improve on that and have an all-terrain road, and years from now when they get to the community center, that would be a Plan B for the driving range. They would like to try and clean up there; they have two different zones, with commercial in one spot. If they want to add some acreage to this so they can make sure they can do the community center; and also fix the commercial aspect of their current community center, they need to fix that so they can rent stuff during the middle of the day. He would like to set this up for the next 10 years so they can walk through this plan as the market dictates.

Commissioner Howell said that he liked the design of their buildings and sees that they are maintaining that rural atmosphere. John Lewis replied that he did say he was going to do a second barn, make it look old, and make it an amphitheater, and get families involved, and that has been done. They do put action where their words are instead of the other way around. They are fully committed to having that put into a Development Agreement, should something happen to him, and the next person has to do it that way, this is his and everyone's legacy.

Commissioner Graves moved to open a public comment.

Kim Wheatley, who resides in East Huntsville, said that he commends John Lewis and his crew for being involved with the community with this plan. They had an informal meeting last night to talk about what their vision is and opening the dialogue and letting the process work with the community that is affected by this; however, he worries any time they change anything to the CVR-1 Zone; because they know there are capabilities should Mr. Lewis go bankrupt as the previous predecessors did before. They can see that the First America Credit Union has plans for that piece of property and they can see what the financial institute thinks, by putting the maximum amount of houses they possibly can and then flip it. If this goes into receivership with the CVR-1 Zone, they are looking at 75 foot buildings, and unlimited hotels, so he would encourage this commission to take Mr. Lewis up on his offer. Build this plan into a development agreement, so that legacy will continue even if it goes into receivership.

Jan Fullmer, who resides in Eden, and in one of the developments in Wolf Creek, said she is speaking for the 12 communities that are within Wolf Creek and surrounding Wolf Creek, and the input that more than 220 people provided on what they would like to see in the future development of Wolf Creek, because it went bankrupt. There was no longer a single developer but multiple developers. Kudos are definitely in line to John Lewis and his staff; he has done tremendous improvements in this next phase that he is proposing will not happen overnight; it's part of the total plan, and it meets many of the requests of the majority of the people, and it would be nice to have in Wolf Creek. In the hometown meeting that was held last September 2014; Weber County Planning and Weber County IT created a web page of the entire process, presentations of everything, raw data, various links, the outcome that was passed to the developer, and she submitted the information of the web page to staff.

Jan Fullmer said in looking at the floor plan for Ogden Valley for small commercial area that John Lewis is proposing; it is consistent with what the Logan Simpson consultants have been discussing at the workshops they've had with members in Ogden Valley. They have identified five commercial areas; if they are going to have various businesses, they want to cluster them to ensure a certain amount of traffic; it also helps support the success of the businesses. There needs to be a follow-up because there were 68 development units that were supposed to be transferred to the America First parcel which Eric Langvardt has laid out plans for that. The development plan for Eagles Landing; that could be put onto the map of Wolf Creek that John Lewis' group has put together. That total development plan could be there and then that whole plan as Mr. Wheatley has requested could be recorded with Weber County to stay that way even if there is a new owner. They highly recommend that this Planning Commission approve this request.

Miranda Menzies, 3807 North Elkwood Trail, in Wolf Creek, President of the Wolf Creek Master Home Owners Association (MHOA), said the MHOA covers all of the development land within Wolf Creek. She has been talking to John Lewis and Eric Householder and she would like to commend John and his team for the way they have reached out to the community. They have had in excess of 150-200 people in various meetings, with various emails, and phone contacts that she and Jan Fullmer have received. Mr. Lewis came out and asked us what they thought, and there was a range of views, and she agreed with Mrs. Fullmer that the reaction is positive. The negative was the early version of the driving range, and there is now a new version, which is Plan B and where the driving range would be moved to. Some people have questioned the overall amount of parking; whether it is really necessary, and she would ask that this commission consider in the future, moving in the strand of an existing trail that was created some time ago; however, there are parts of that go downwards to the Welcome Center that Summit is occupying. This parking lot will become a split between that road and the buildings. If they look at a walkable street design, a lot of architects like to move buildings closer to the street because it creates a good feel. That is a comment they have received from some people. There was also a question about where the 68 units of residential development would go, because to her understanding they are in a couple of buildings, and that seems to be quite a lot. She concurs that this be part of a development agreement.

Gary Fullmer, 3741 Red Hawk Circle, Eden, said a year ago when the idea of a general plan for Wolf Creek was raised; there were five different developers, there was a lot of discussion, and the Planning Commission recommended that there be a general holistic plan for what was Wolf Creek, and it turned out to be 5-6 different ideas. At last night's meeting there was a map that basically showed the entire Wolf Creek Resort, America First's property, the Eagles Landing property, the ownership that John Lewis has, and it showed a holistic plan which he would like for this commission to consider that. He would like for them to consider what Wolf Creek and what it could be; and that would lend itself to more of a general plan. Mr. Lewis has reached out to the various other developers; Summit, Eagles Landing, America First has been briefed on this, and there seems to be a large support there. They are looking at something more than just a rezoning; it's much larger, and that is amenities for the population. If population comes in and America First does take those 413 units and develops them on acre lots, people have to have something to do. John Lewis has a condo/hotel up here and it's a potential, also there is something going on in Nordic Valley. This is one of those answers for those amenities that people can do besides just playing golf. There was a discussion of the Ogden Valley Land Trust and there were preventative at the meeting last night; they have now agreed there is an equal part. The piece that is being asked to change from FR-1 to O-1 is probably a better piece of property for open space.

Bill Christiansen, who resides in Eden, asked staff how many acres of commercial are available in the valley and if there is a need for more commercial. The reason everybody is in the central part of Eden is that Weber County designated this area as the spot for commercial. So people paid their money and put their businesses where Weber County said that they should; and now somebody comes in late to the game, wants to change the game. Are they going to continually create spot zoning all over just so some developer can make more money? Now this Planning Commission is being asked to create a new commercial area so that somebody can take business from where Weber County had indicated that the commercial area should be. If the Planning Commission is going to keep creating commercial areas all over the place, then he will get out and sell his place, because he believes there is no reason for that. All they are going to do is create more and more places for commercial, and there is more than enough spaces in the valley now, and the valley doesn't need more commercial space.

Chair Pro-Tem Parson closed the public hearing.

Commissioner Waldrip asked legal counsel, if a request for a development agreement is to accompany any type of rezone. What latitude does this commission have to place that as a condition on any kind of a rezone? Director

Wilkinson replied that they actually have that in the Land Use Code, where they can require a zoning development agreement as part of the rezone application.

Commissioner Waldrip stated that one of his concerns is the relocation of the driving range to somewhere that is beyond cart friendly driving. Is that a concern that they had discussion with the golfing community? Mr. Lewis replied that they would definitely have to be able to get there by cart and car. They have to be able to get there through the 9th fairway, and then turn up where they have the open space and the existing corridor.

Commissioner Waldrip asked Mr. Lewis to respond to the comment of that various issues in the valley beyond just Wolf Creek what does the valley look like, and how much is enough or too much? By doing something like this, are they detracting from taking the focus out of a traffic standpoint, that from a visibility standpoint might make more sense, and are they relocating to an area that is more difficult to get to, that creates more traffic issues and is more removed from the general population, that would otherwise be served as commercial? Mr. Lewis replied that is a valid concern and none of us want too much of anything that is not feasible. Coming from his perspective where he is used to owning buildings in that commercial area, he was frustrated with the lack of planning as far as subdivisions with no HOA's, with a different owner with different visions. The people he sells to, his neighbors want a little more sense of cohesion. They have competing architectural styles, and what it comes down to is looking fractured and somewhat scattered. What they get at a resort is different than what they get at a commercial intersection. There seems to be a different set of needs at Wolf Creek; the way they look at planning, they really look at this in terms of nodes, residential around it, as the way they used to look at it, which were satellite neighborhoods with centralized cores of commercial. They wanted to move forward in the direction that the county is going now, where there is some sense of cohesion. Mr. Langvardt could add more information to this

Eric Langvardt, Eric Design Group, Salt Lake City, said he wanted to point out that this is already commercial; and what they are asking for is the ability to go to the CVR-1 Zone because of the residential compliance. In effect they could actually have less square footage there when they are done. This portion is a recreation base that has to be CVR-1 so it could be operated as a club and not just for golf members. Its commercial; and they are not just talking about a liquor store or a restaurant in this area. It's the same square footage that they currently have zoned commercial; it's just not the right commercial for a residential use, and more than likely it will be less.

Commissioner Waldrip said what they are proposing to take would be open space or be it driving range open space; and replacing it with something different, and he asked Mr. Lewis to talk more about his vision. Mr. Lewis explained his vision on the map including where the proposed parking and community center would be located. Some of the existing community center would be a component with some retail and office space, and that's the majority of the commercial that they are talking about. They are looking at this as more of a mixed use. This is already zoned commercial; they are trying to minimize, and one way that can be done is to put condos above the businesses. In terms of the nine acres for nine acres, everything is just common recreational use except for one area.

Commissioner Waldrip asked Mr. Lewis how close is he to the point where he would feel comfortable going to county staff and starting a defined development agreement discussion where he could lock in on some of these issues. Mr. Lewis replied that they have been asked to come back within a year with the overall plan that they could lock in and have an updated master plan that didn't get into the record before. The two big holes in the master plan that was left was the commercial core and that is something they can focus on. America First has drawn their 413 lots on the map, but he doesn't believe that it will end up that way. The next step is to get back on the agenda and come back with the big plan. They would like to have a series of meetings with the neighborhood next month to discuss that plan, present their core approved by the county, showing what America First's plan looks like, with the other neighborhoods drawn in. He sees this happening within the next 30 to 60 days.

Commissioner Waldrip said that he would be comfortable with an approval based upon a development agreement being entered into with the county. Mr. Lewis replied yes, if there was a way they could get it subject to a development agreement to be developed over the next two or three months. The county would retain the ability to pull the approval if they aren't satisfied. Mr. Gentry said that staff could draft up a zoning development agreement just for this commercial core on what he is proposing tonight and staff would present this to the County Commission as part of this rezone. Then they could come back with another zoning development agreement for the rest of the area. Director Wilkinson added that is what they were anticipating; if this rezone were to be approved, there would be a zoning

development agreement specific for what is being proposed right now with the rezones that have been described, and at a later date, the overall master plan, including the numbers of units, would be clarified and that would be the new Wolf Creek Master Plan.

MOTION: Commissioner Howell moved to recommend approval to the County Commission ZMA 2015-01 to amend the Weber County Zoning Map, Wolf Creek area by rezoning 9.11 acres of Forest Residential FR-1 to Open Space O-1; rezone approximately 15.97 acres of Open Space, and Commercial Valley CV-2 to a Commercial Valley Resort Recreation CVR-1 Zone; and rezone 30.65 acres of Forest Residential FR-3 to Open Space O-1. This is subject to all conditions listed in the staff report and to the county agencies requirements, and also the acceptable land use codes mentioned in staff report. Commissioner Waldrip seconded.

FRIENDLY AMENDMENT: Commissioner Graves said to include a county approved Zoning Development Agreement, based on the concept development plan and other exhibits that they provided which incorporated the height restrictions. Commissioner Waldrip seconded.

VOTE: A vote was taken with Commissioner Howell, Graves, Haymond, Waldrip and Chair Pro-Tem Parson voting aye. Motion passed unanimously (5-0).

C2002-139

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT



#1883524

PARTIES: The parties to this Zoning Development Agreement ("Agreement") are Wolf Creek Properties, L.C. ("petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement shall be the date that this document is signed by all parties and recorded.

RECITALS: Whereas, the petitioner seeks approval for the amended Master Plan for the Wolf Creek Resort which includes the re-zoning of property within the Wolf Creek Resort, generally located in the Eden area of the Ogden Valley, and more specifically as described in the legal descriptions attached hereto and incorporated herein by this reference ("the property"); and, as shown on the attached Master Plan Map, within the unincorporated area of Weber County, Utah for the purpose of continuing the future development of the Wolf Creek Resort as follows:

| ZONE | DENSITY | TOTAL ACRES | UNDEVELOPED ACRES | UNITS |
|-------|----------------------|----------------|----------------------|-------------|
| O-1 | ***Open Space | 1731.45 | 1731.45 | 0 |
| CV-2 | Limited Commercial | 21.12 | 21.12 | 250 |
| FR-3 | *6.0 DU/acre | 160.47 | 136.92 | 704 |
| RE-15 | **1.75 DU/acre | 517.56 | 444.35 | 664 |
| RE-20 | 1.5 DU/acre | 46.94 | 35.75 | 28 |
| FV-3 | 1 DU/3 acres | 40.00 | 40.00 | 13 |
| AV-3 | 0 | 84.74 | 84.74 | 0 |
| FRC-1 | 1 | 9.11 | 9.11 | 1 |
| | <u>TOTAL</u> | n/a | <u>2503.44</u> | <u>1660</u> |
| | <u>PROJECT TOTAL</u> | <u>2611.39</u> | | <u>2152</u> |

* DU/acre is an average for all parcels zoned FR-3

** DU/acre is an average for all parcels zoned RE-15

***An additional 190.00 acres of open space will be required within zones FR-3, RE-15 and FV-3.

Total Open Space including AV-3 = 2006.19 acres

AND WHEREAS, the 21.12 acres re-zoned to the CV-2 designation shall be limited to the following uses:

| | | |
|-------------------------------------|---|---|
| <u>Arts and Crafts Store</u> | <u>Art Gallery</u> | <u>Bed and Breakfast Inn</u> |
| <u>Health and Fitness Club</u> | <u>Bank</u> | <u>Bed and Breakfast Hotel</u> |
| <u>Café</u> | <u>Community Center/Meeting Room</u> | <u>Liquor Store</u> |
| <u>Medical/Dental Office</u> | <u>Deli/Small Grocery Store</u> | <u>Beer Parlor, sale of draft beer</u> |
| <u>Sporting Goods Store</u> | <u>Salon/Barber Shop</u> | <u>Antique, import or souvenir</u> |
| <u>Dry Cleaning Pick up Station</u> | <u>Florist Shop</u> | <u>Hotel, Condo/Hotel</u> |
| <u>Ice Cream and Coffee Shop</u> | <u>Local Artist Shop</u> | <u>Temporary building for uses incidental to</u> |
| <u>Pet Grooming and Supplies</u> | <u>Insurance Agency</u> | <u>Construction work. Such buildings shall be</u> |
| <u>Legal Office</u> | <u>Book Store</u> | <u>Removed upon the completion of the</u> |
| <u>Music and Video Store</u> | <u>Office Supply</u> | <u>work.</u> |
| <u>Real Estate Agency</u> | <u>Restaurant</u> | |
| <u>Travel Agency</u> | <u>Interior Decorator Establishment</u> | |

WHEREAS, the developer agrees to submit a Landscape Plan for the Sewer Pond area which includes plans for the irrigation and maintenance for such landscaping, shall be approved administratively and installation of such landscaping materials shall be completed within six (6) months of the signing and recordation of this document; and

F:\FORMSMAN\3-ZONE\Z08

E# 1883524 BK2276 PG990
DOUG CROFTS, WEBER COUNTY RECORDER
22-OCT-02 4:27 PM FEE \$1.00 DEP JPM
REC FOR: WEBER COUNTY PLANNING

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 adopted Land Use Master Plans of all or part of the County; and

WHEREAS, the Petitioner has requested that certain property be re-zoned for purposes of allowing the Petitioner to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the Petitioner considers it to it's advantage and benefit for the County to review it's petition for re-zoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property.

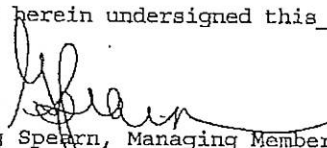
NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. The County will re-zone the property described in attached legal descriptions and as described above, for the purpose of allowing the Petitioner to construct the allowed uses on the property.
2. The petitioner shall develop the subject property based on development plans submitted and reviewed as proscribed in the Weber County Zoning and Subdivision Ordinances and any other applicable State or Federal law or regulation.
3. No other uses shall be approved until or unless this Agreement and the approved Master Plan are amended or voided.
5. 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 and shall be recorded in the Office of the Weber County Recorder.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. The County will issue Land Use and Conditional Use Permits for only those uses determined to be within the general land use types listed above and more specifically on more detailed development plans for the project or major phase thereof submitted to and approved by the County.
8. The following conditions, occurrences or actions will constitute a default by the petitioner:

A written petition by the petitioner, filed with the County seeking to void or materially alter any of the provisions of this Agreement.

9. In the event that any of the conditions constituting default by the petitioner, occur, the County finds that the public benefits to accrue from re-zoning as outlined in this Agreement will not be realized. In such a case, the County shall examine the reasons for the default and proposed major change of plans, and either approve a change in the Master Plan or initiate steps to revert the zoning designation to its former zone.
10. The parties may amend or modify the provisions of this Agreement, the Master Plan and list of use types only by written instrument and after considering the recommendation of the Planning Commission, which may hold a public meeting to determine public feeling on the proposed amendment or modification.
11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former zone designation as a result of default.
12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
13. 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.
14. 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.

Approved by the parties herein undersigned this 11th day of October, 2002


Greg Spearn, Managing Member
Wolf Creek Properties, L.C.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)

#: 1883524 BK2276 PG992

F:\FORMSMAN\3-ZONE\Z08

COUNTY OF WEBER)

) ss

On this 11th Day of October, 2002,
Greg Spearn personally appeared before me, duly
sworn, did say that he is the Managing Member of the corporation
which executed the foregoing instrument, and that said instrument
was signed in behalf of said corporation by authority of a
Resolution of its Board of Directors that the said corporation
executed the same.

[Signature]
NOTARY PUBLIC

SEALED



My commission expires 6-1-04

[Signature]
Glen H. Burton, Chair
Weber County Commission

[Signature] Kenneth A. Bischoff, Vice Chair

ATTEST:

[Signature]
Linda G. Lundefer, CPO
Weber County Clerk/Auditor

Documents Attached:

Exhibit A: Copy of legal descriptions

E# 1883524 BX2276 PG993

[Signature]