



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

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

Agenda Date: November 24, 2025

Applicant: Froerer Family Investments, Ryan Froerer Authorized Representative

File Number: ZDA2025-12

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

Property Information

Approximate Address: 700 S 7900 E Eden UT 84310

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

Adjacent Land Use

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

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

Staff Information

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

Report Reviewer: CE

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures

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

Legislative Decisions

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

Summary

Purpose of Request:

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

Policy Analysis

Key Points:

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

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

Planning Commission Considerations

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

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

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

Staff would recommend approval of this request with the following findings:

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

Model Motions

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

Motion for positive recommendation **as-is:**

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

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

Example findings:

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

Motion for positive recommendation with changes:

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

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

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310. I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Layout

Exhibit B: Applicant-Written Development Agreement

Exhibit C: Staff-Edits to Applicant Development Agreement

Area Map



Exhibit A – Proposed Development Layout

Exhibit B – Proposed Development Agreement from Applicant

See following pages.

WHEN RECORDED, RETURN TO:

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

**DEVELOPMENT
AGREEMENT FOR
SHREEVE ESTATES
SUBDIVISION**

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

RECITALS

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

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

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

D. By this Agreement, the County and Developer confirm the Property's vested entitlements for the development of the Project consistent with the Concept Plan and current zoning requirements, except as otherwise agreed to in this Agreement. The County has determined that entering into this Agreement furthers the purposes of Utah's County Land Use, Development, and Management Act (CLUDMA), and the County's land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-79-8 and which approval to enter into this Agreement constitutes a decision utilizing the County's legislative judgment and its policy making authority regarding the development of the Project.

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

TERMS

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

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

1.2 **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

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

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

1.2.3 Concept Plan means the conceptual plan for the Project, shown in Exhibit B, which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

1.2.4 County Commission means the elected Weber County Commission.

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

1.2.6 County's Vested Laws means the ordinances of the County in effect as of the Effective Date.

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

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

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

1.2.10 Final Unit Count means the total number of Units within the Project. which shall not exceed six (6) unless mutually agreed by the Parties.

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

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

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

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

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

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

capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

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

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

1.2.1 Zoning means the Agricultural AV-3 zoning of the Property as further set forth in the

County's Vested Laws.

2. Vested Rights

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

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

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

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

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

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

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of

Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

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

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

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

3. Development of the Project.

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

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

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

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

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

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

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

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

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

5. Processing of Development Applications.

5.1 **Processing of Development Applications; County Denial of a Development Application.** County agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If the County denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial

including specifying the reasons the County believes that the Development Application is not consistent with this Agreement and Applicable Law. County agrees to table final decision on a Development Application, rather than issuing a denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "meet and confer" process outlined below. Developer may resubmit a denied Development Application after addressing the reasons for denial communicated by the County.

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

residential lots contained in the Project must be submitted prior to the expiration of the Term of the Agreement (including extensions), unless mutually agreed by the Parties. Nothing in this Section 6.2 prohibits Developer from submitting Development Applications for multiple phases of the Project at the same time. If Developer fails to timely submit a Development Application under this Section 6.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Development Application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Development Application.

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

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

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

7. **Public Infrastructure and Utilities.**

7.1 **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 8.2 below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project.

7.2 **Upsizing/Reimbursements to Developer.** The County shall not require Developer to "upsized" any Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(22) (2025)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

7.3 **Culinary Water and Sanitary Sewer Improvements.** Private well(s) and private onsite wastewater disposal systems may be utilized within the Project, in accordance with applicable law, and the County shall not otherwise require Developer to install a culinary water system or sanitary sewer system throughout the Project. County agrees that Developer, at its discretion, may elect to utilize culinary water or sanitary sewer systems in all or part of the Project,

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

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

8. **Default.**

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

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

8.2.1 **Specific Claim.** Specify the claimed event of Default;

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

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

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

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

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

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

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

8.5 **Public Meeting.** Before any remedy in Section 9.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

8.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended for a reasonable period or periods so long as the defaulting Party is pursuing a cure with reasonable diligence.

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

9. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

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

With a Copy to:

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

To Weber County:

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

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

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

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

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

9.1.4 Change of Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section 10.

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

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

12. Administrative Modifications.

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

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

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

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

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

12.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator

shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 14 of this Agreement.

12.4 Appeal of Administrator's Finding that Proposal Does Not Qualify as Administrative Modification. If the Administrator determines a proposal does not qualify as an Administrative Modification pursuant to Sections 13.1.1, 13.1.2, or 13.1.3 above, the Applicant may appeal to the Weber County Board of Adjustment for review of such determination.

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

13. Amendment. Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 14. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

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

13.2 Modification Application Contents. Modification Applications shall:

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

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

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

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

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

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

13.5 Planning Commission Review of Modification Applications.

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

13.5.2 Recommendation. The Planning Commission's vote on the

Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the County Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 28, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

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

DEVELOPER:
Froerer Family, LLC
a Utah limited liability company

By: _____
Name: Ryan Froerer
Its: Partner

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF _____)
 :ss.

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

NOTARY PUBLIC

COUNTY:

WEBER COUNTY,
a Utah political subdivision

By: _____

Name:

Its: County Commission Chair

Attest:

Ricky Hatch, Weber
County Clerk/Auditor

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

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

NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

EXHIBIT B

[Concept Plan]

