



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

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

Agenda Date: November 24, 2025

Applicant: Eden Landing LLC; Dana Farmer (Representative)

File Number: ZMA2025-06

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

Property Information

Approximate Address: 3362 N 5100 E, Unincorporated Ogden Valley

Current Zone(s): AV-3 Zone

Proposed Zone(s): FR-3 Zone

Adjacent Land Use

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

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

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural Zones.
§Title 104, Chapter 8 Forest Residential Zones.

Legislative Decisions

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

Summary and Background

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

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

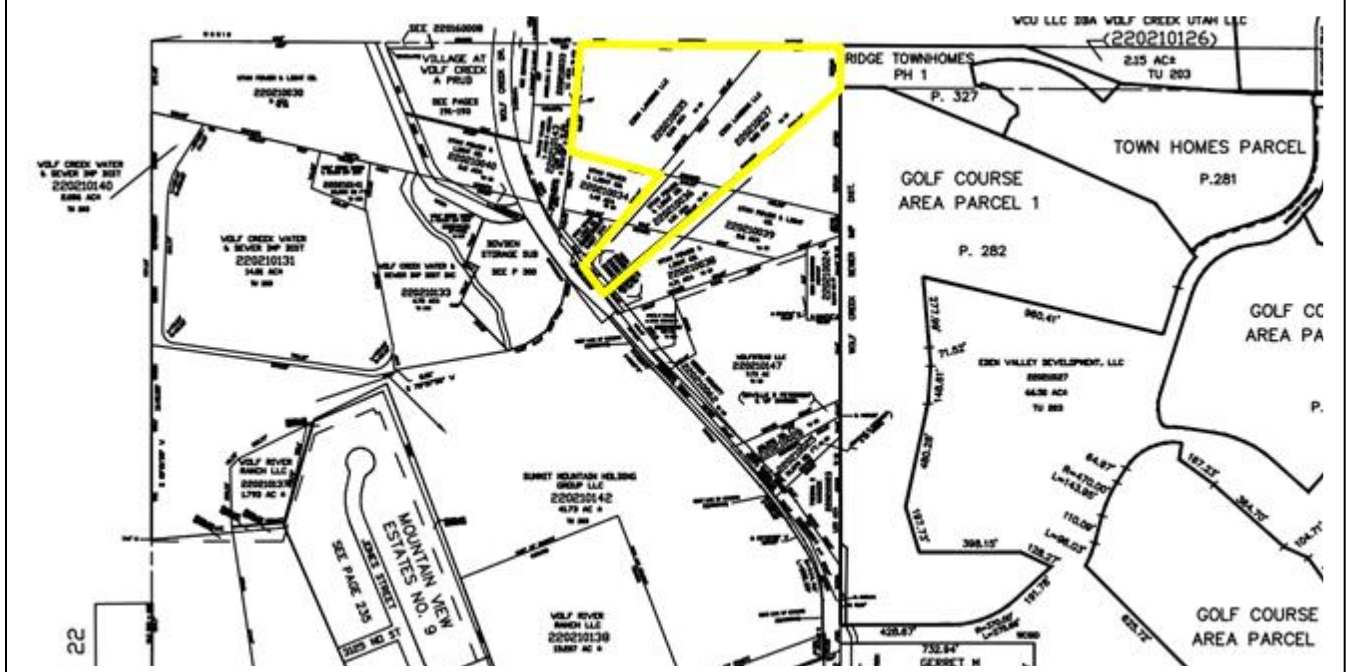
The applicant proposes to utilize Transfer of Development Rights (TDRs) to meet the Ogden Valley General Plan's "no net new development rights" policy by retiring density from elsewhere in the Valley – with the exact location not yet known.

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

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

Policy Analysis

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



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

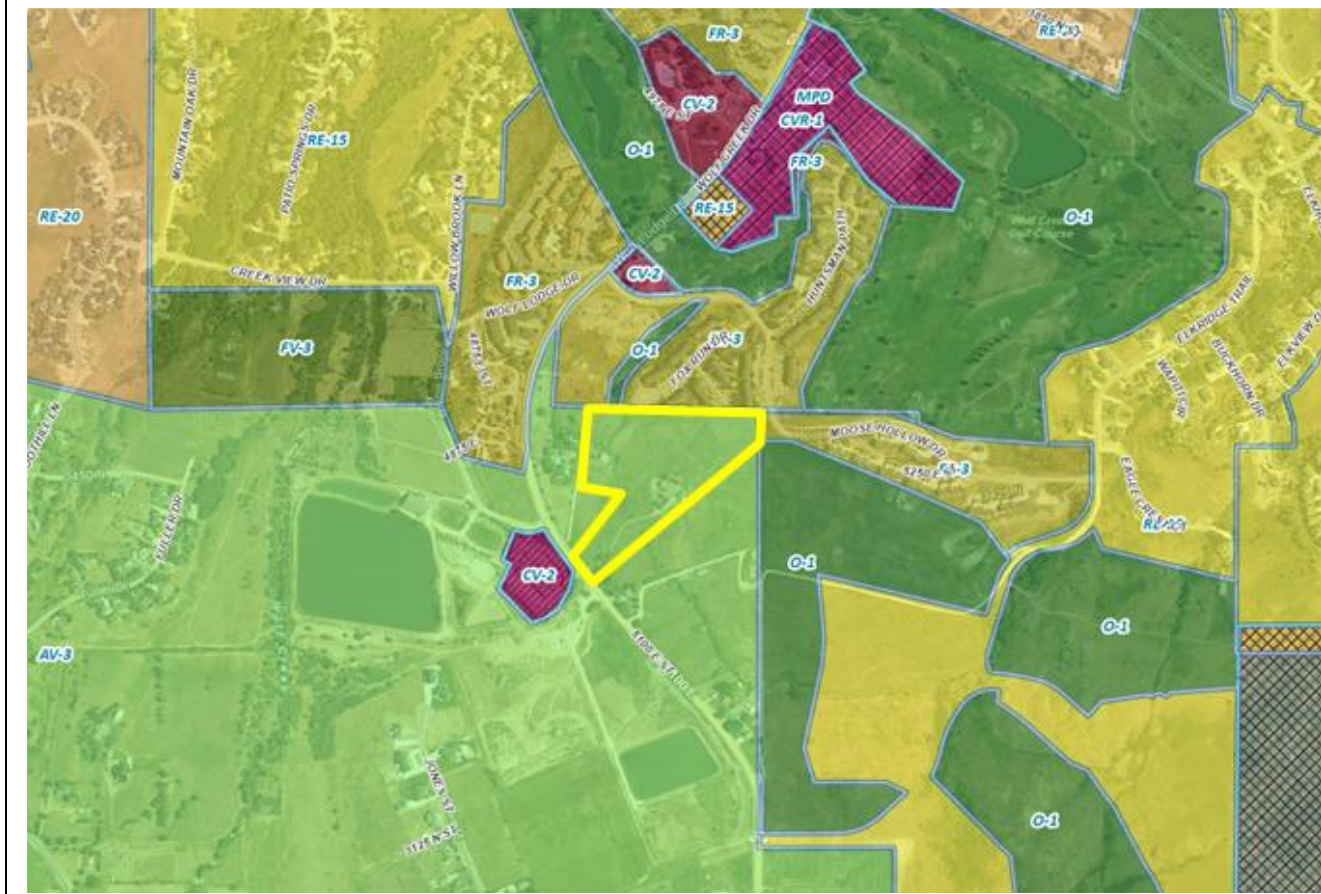
Zoning Analysis

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

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

¹ See County Code Section 104-2-1.

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



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

*"... intended to provide medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts."*²

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

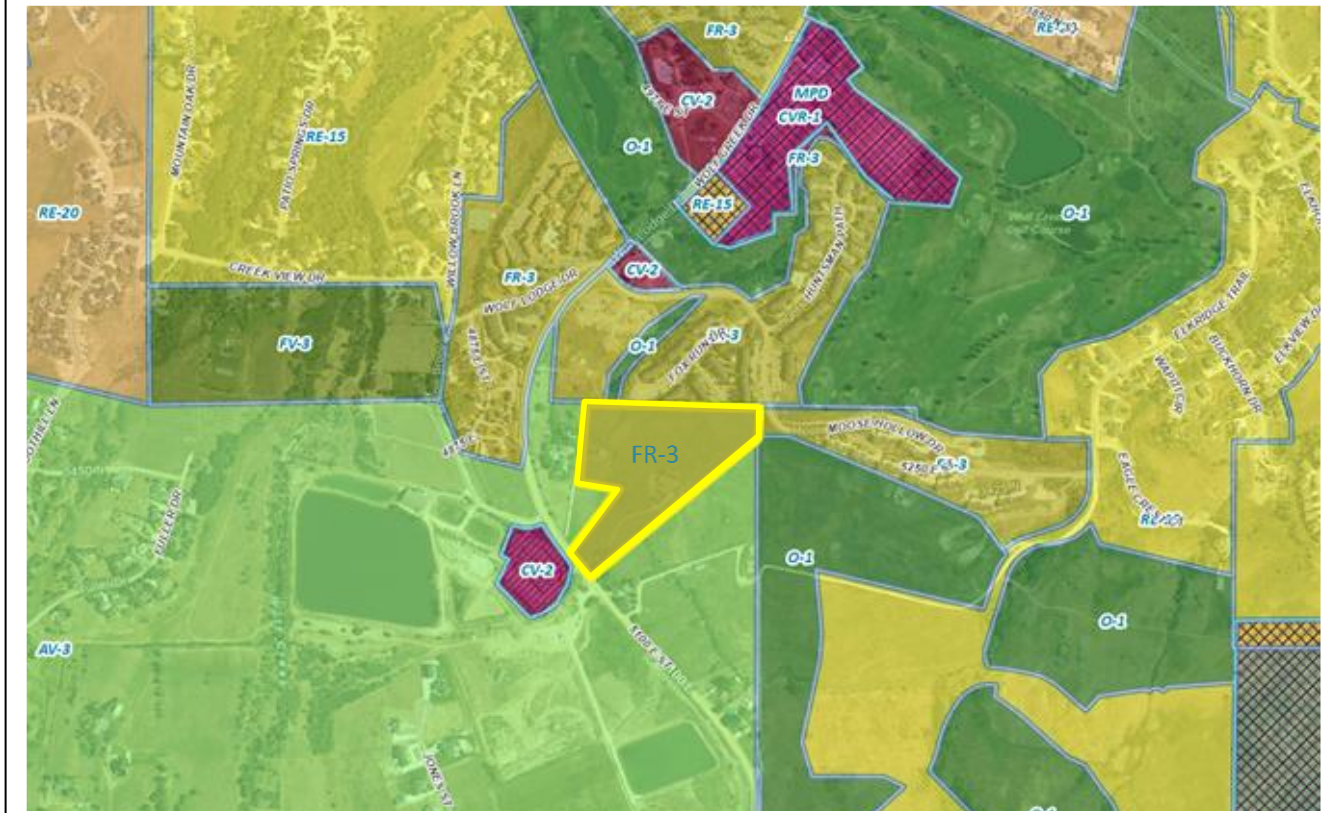
Figure 5 illustrates the proposed concept plan for the property, which can also be reviewed in Exhibit A. Staff's recommendation provide for several suggested changes to the site plan.

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

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

² Weber County Code Section 104-8-1.

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



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

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

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

General plan principles relevant to the site:

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

Findings:

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

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

Figure 5: Applicant Proposed Site Plan.

Project Summary

Key Zoning Requirements:

Zoning: FR-3

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

Setbacks:

Front: 25'

Side: 8'

Corner Side: 20'

Rear: 30'

Maximum Building Height: 35'

Maximum lot Coverage: 40%

Proposed:

Density: 110 Units or 9.57 Units/Acre

Uphill 3-Bed units = 45

Dnhill 3-Bed units = 65



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

Figure 6: Applicant Proposed Architectural Renderings.



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

Potential impacts include:

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

Mitigating factors:

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

Conclusion:

Adverse effects are possible, but mitigatable through design standards.

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

Roadways:

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

Water and Sewer:

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

Stormwater:

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

Public Safety:

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

Solid Waste:

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

Parks & Recreation:

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

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

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

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

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

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

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

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

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

Staff Recommendation

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

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

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

Staff's recommendation is offered with the following findings:

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

Model Motion

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

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

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

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

Motion for positive recommendation **with changes**:

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

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

Example of ways to format a motion with changes:

- *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
- *Example: Amend staff's consideration item # [___]. It should instead read: [___desired edits here___].*
- *Etc.*

Example of alternative or additional findings:

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

Motion to recommend **denial**:

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

I do so with the following findings:

Examples findings for denial:

- *Example: The proposal is not adequately supported by the General Plan.*

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

Exhibits

Exhibit A: Applicant-Proposed Development Agreement.

Exhibit B: Application Information.

Exhibit A: Applicant-Proposed Development Agreement.

– *(Following Pages)*

DEVELOPMENT AGREEMENT

Eden Landing Subdivision

Weber County, Utah

Owner/Applicant: Eden Landing, LLC

6924 E Summit Pass Road #5

Eden, UT, 84310

801-599-2263

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

SECTION 1: FINDINGS

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

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

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

1.12. The FR-3 rezone application provided,

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

The FR-3 zone is intended to "provide medium density residential uses...in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership."

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

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

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

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

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

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

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

SECTION 2: PURPOSES

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

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

SECTION 3: APPROVAL

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

SECTION 4: SUBJECT PROPERTY DESIGNATION, PROVISIONS, AND REQUIREMENTS

4.1. MANAGEMENT CODE DESIGNATION

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

4.2. CONCEPTUAL LAND USE PLAN AND DENSITY ENTITLEMENTS

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

4.3. ALLOWED USES

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

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

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

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

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

SECTION 6: BEST MANAGEMENT PRACTICES

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

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

SECTION 7: PHASING PLAN

7.1. PHASES

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

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

SECTION 8: GENERAL TERMS AND CONDITIONS

8.1. INCORPORATION OF EXHIBITS

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

8.2. AUTHORITY

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

8.3. MUTUAL DRAFTING.

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

8.4. GOVERNING LAW AND COURT REVIEW

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

8.5. ENTIRE AGREEMENT AND AMENDMENT

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

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

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

8.6. RESERVED POLICE AND LEGISLATIVE POWERS

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

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

8.7. ADMINISTRATIVE INTERPRETATIONS AND ACTIONS

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

8.8. DEVELOPMENT AGREEMENT TO RUN WITH THE LAND

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

8.9. ASSIGNMENT

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

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

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

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

8.10. PERFORMANCE AND REMEDIES

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

8.11. FORCE MAJEURE

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

8.12. APPEALS

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

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

8.13. TERM OF DEVELOPMENT AGREEMENT

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

8.14. SEVERABILITY

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

8.15. NO THIRD-PARTY RIGHTS

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

8.16. REGULAR COUNTY - OWNER COMMUNICATIONS

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

8.17. NOTICE

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

a. To the County:

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

b. To the Owner:

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

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

8.18. RECORDING

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

8.19. ENTIRE AGREEMENT

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

8.20. AUTHORITY TO EXECUTE

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

THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, EXECUTE THIS DEVELOPMENT THIS
____ DAY OF _____, 2025.

COUNTY COMMISSION OF WEBER COUNTY, STATE OF UTAH

By: _____ on behalf of Weber County Commission.

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

Notary Public

My commission expires _____

Residing at: _____

ATTEST:

Weber County Clerk

APPROVED AS TO FORM:

Weber County Attorney

Owner, Eden Landing, LLC

By: _____

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

Notary Public

My commission expires _____

Residing at: _

Exhibit A: Subject Property Legal Description

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

Tract 1: Weber County Parcel #: 220210037

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

Tract 2: Weber County Parcel #: 220210035

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

containing 10.24 acres more or less.

Exhibit B: Project Plan



Exhibit C: Design Standards



EDEN LANDING

03 OCT 2025



Project Summary

Key Zoning Requirements:
Zoning: FR-3

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

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

Maximum Building Height: 35'

Maximum lot Coverage: 40%

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



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



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



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EDEN LANDING

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

A101

03 OCT 2025



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



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3PLEX-38D-01 (VIEW-1)

A102

03 OCT 2025



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03 OCT 2025

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



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EDEN LANDING

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

A104

03 OCT 2025

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EDEN LANDING

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

A105

03 OCT 2025



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EDEN LANDING

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

A106

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EDEN LANDING

6PLEX-3BD-02 (VIEW-1)

A107

03 OCT 2025



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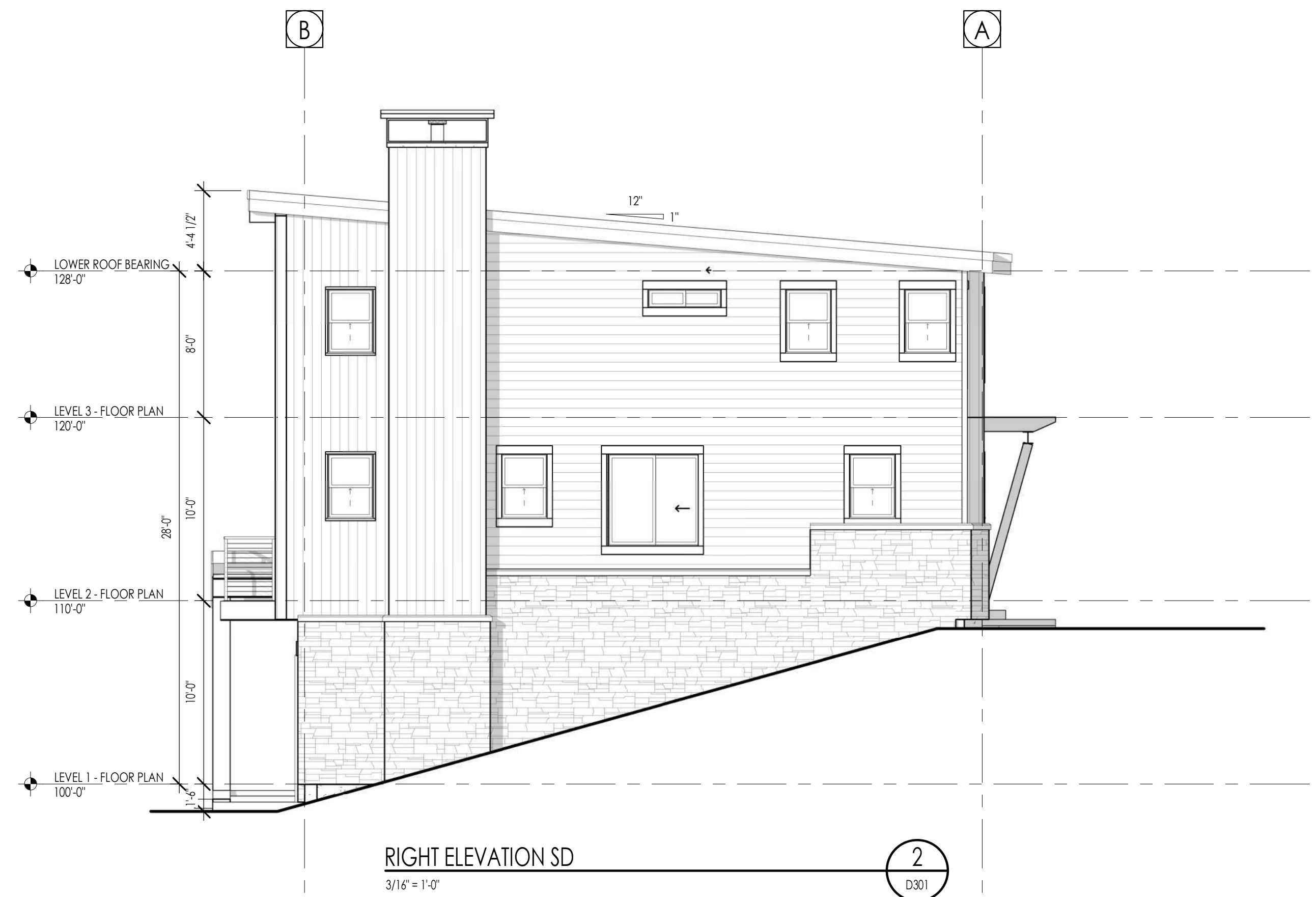
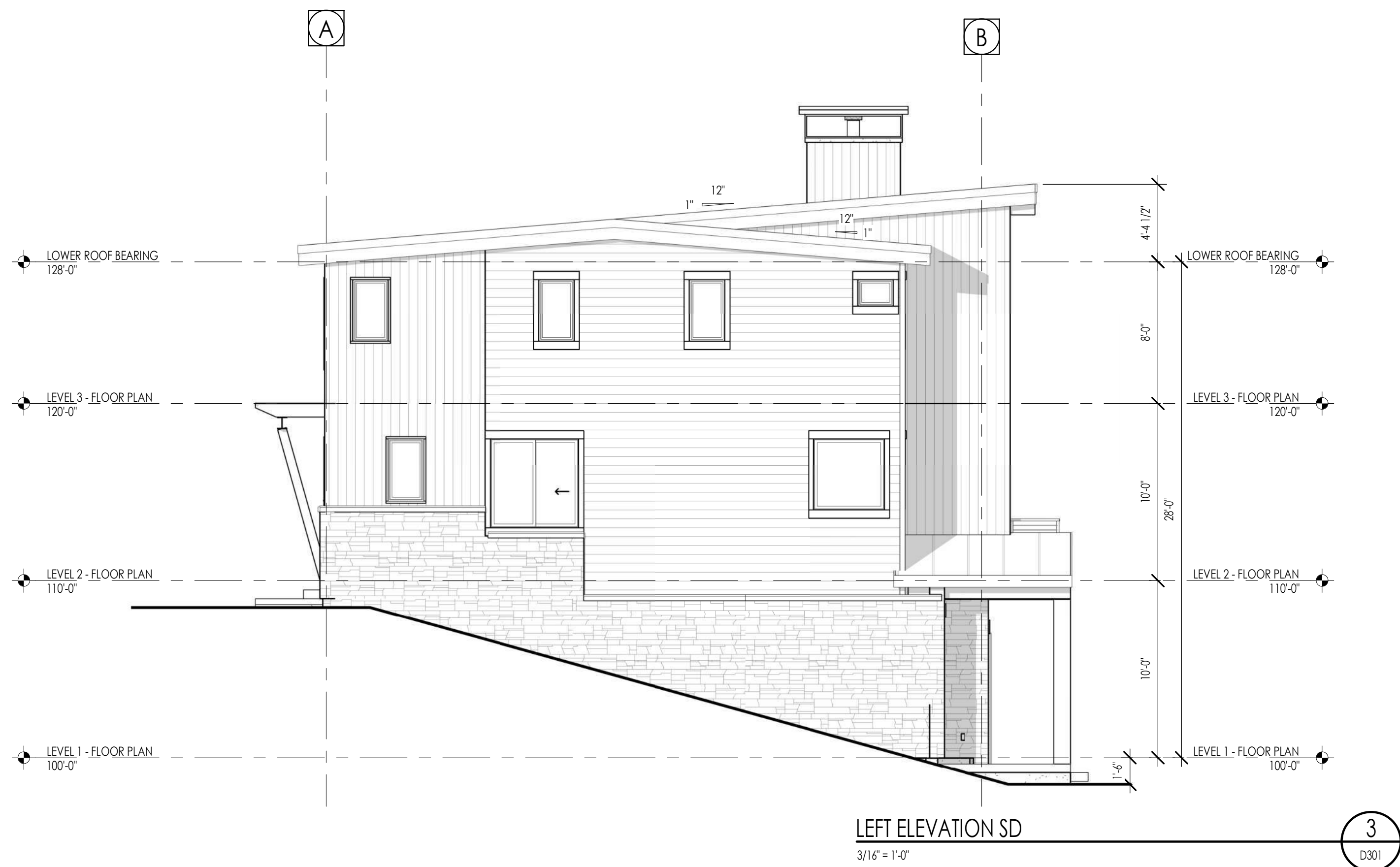
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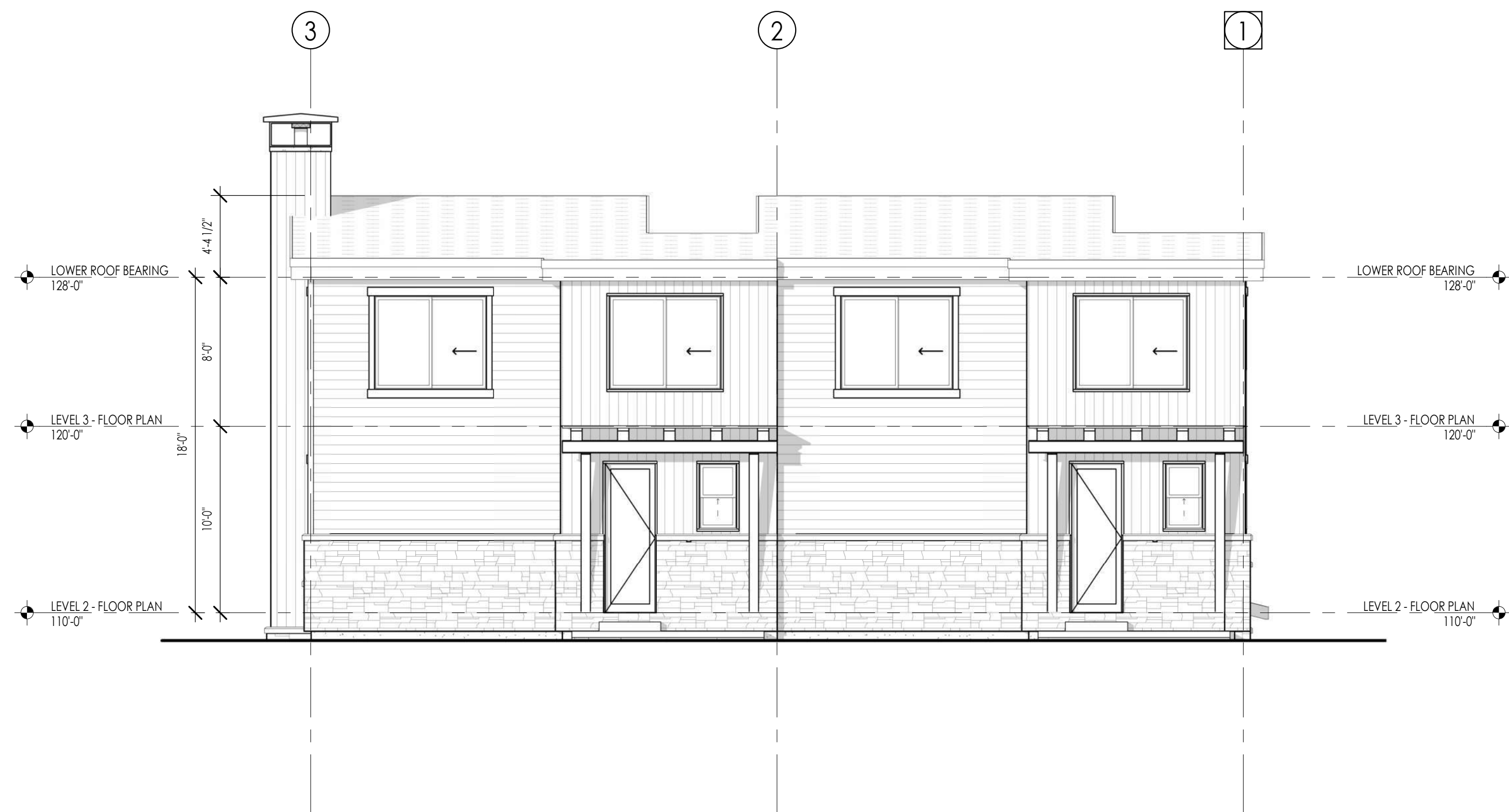
EDEN LANDING

6PLEX-38D-02 (VIEW-2)

A108

03 OCT 2025

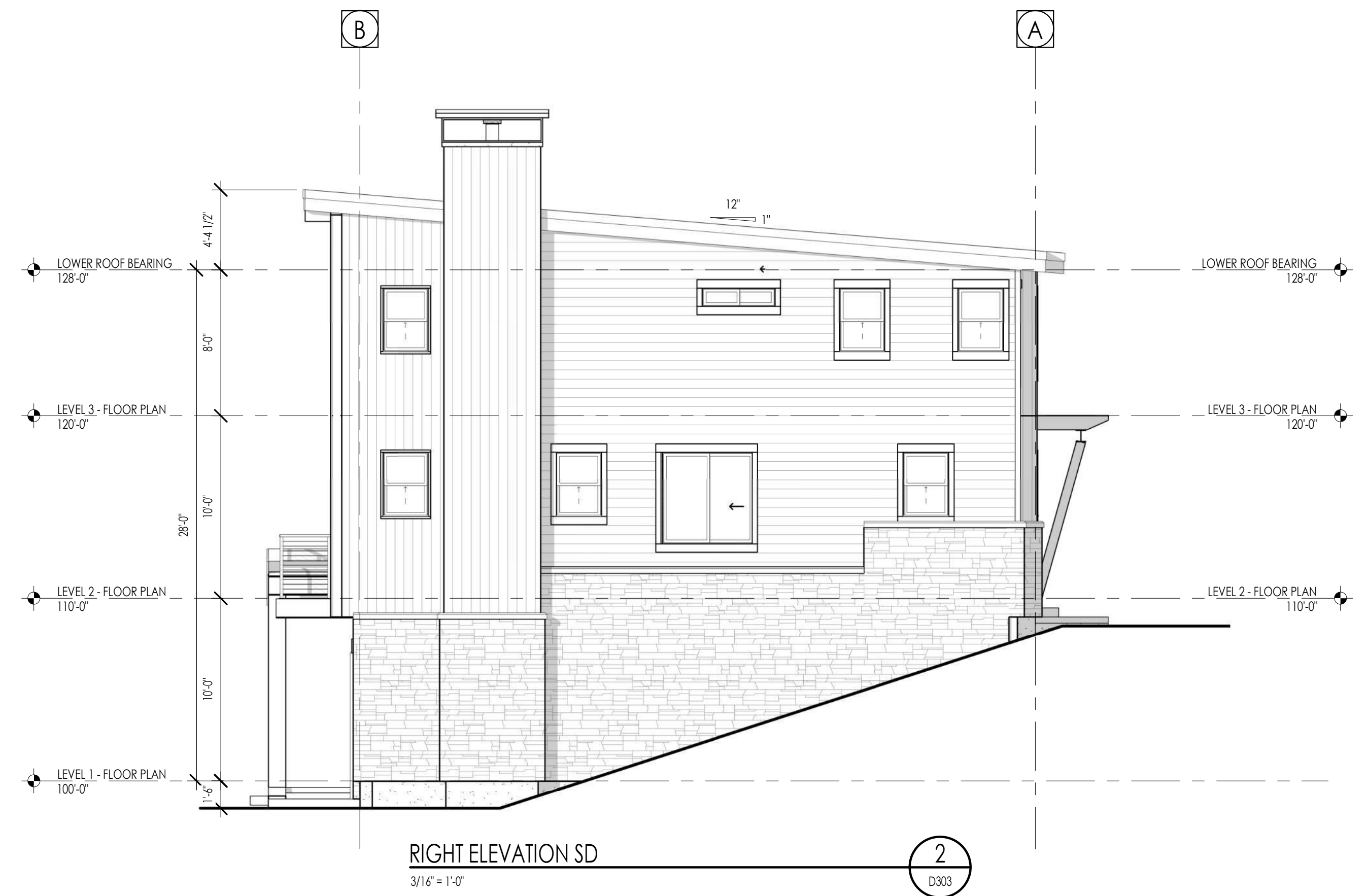
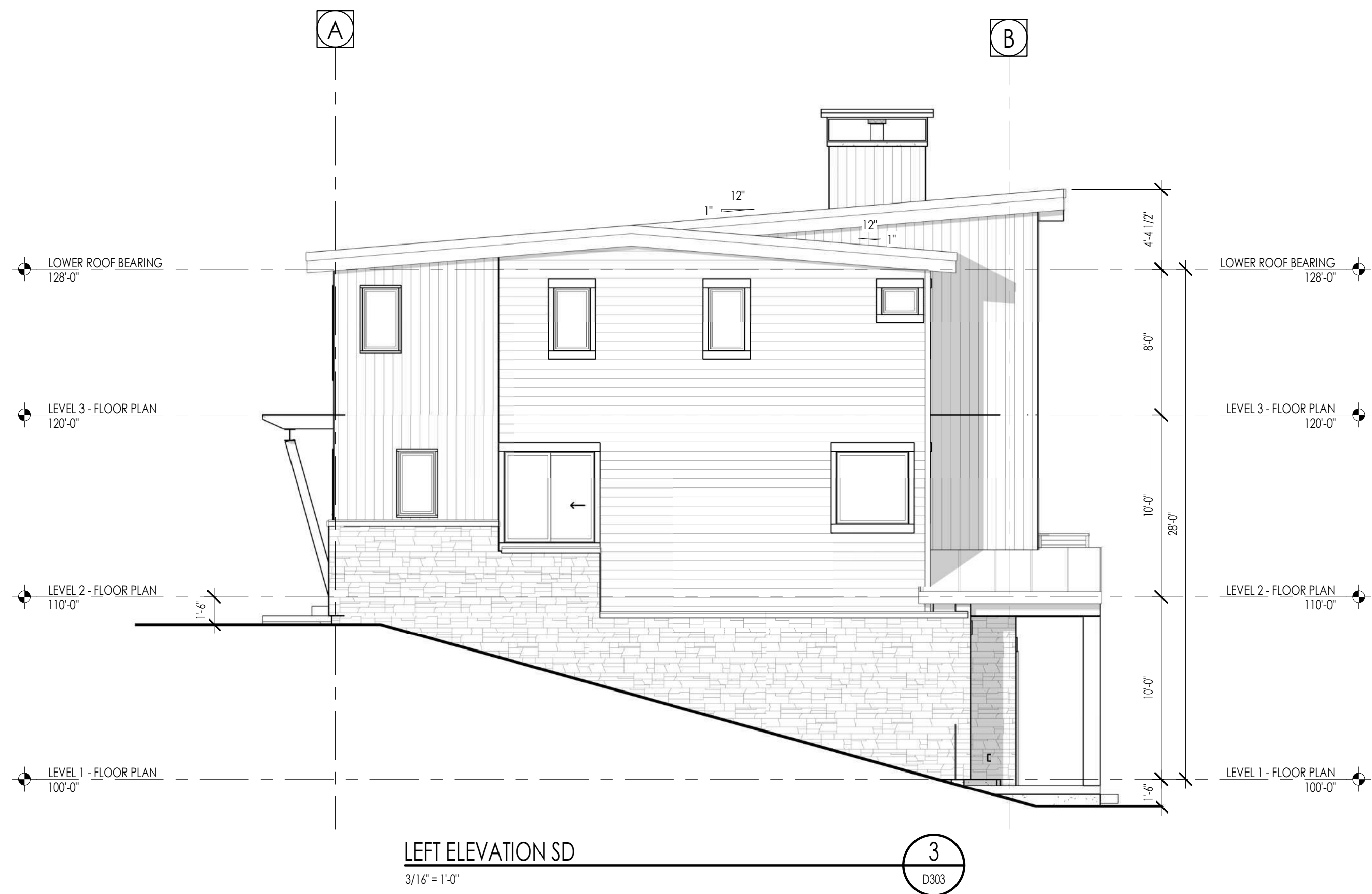




REAR ELEVATION SD

3/16" = 1'-0"

1
D302

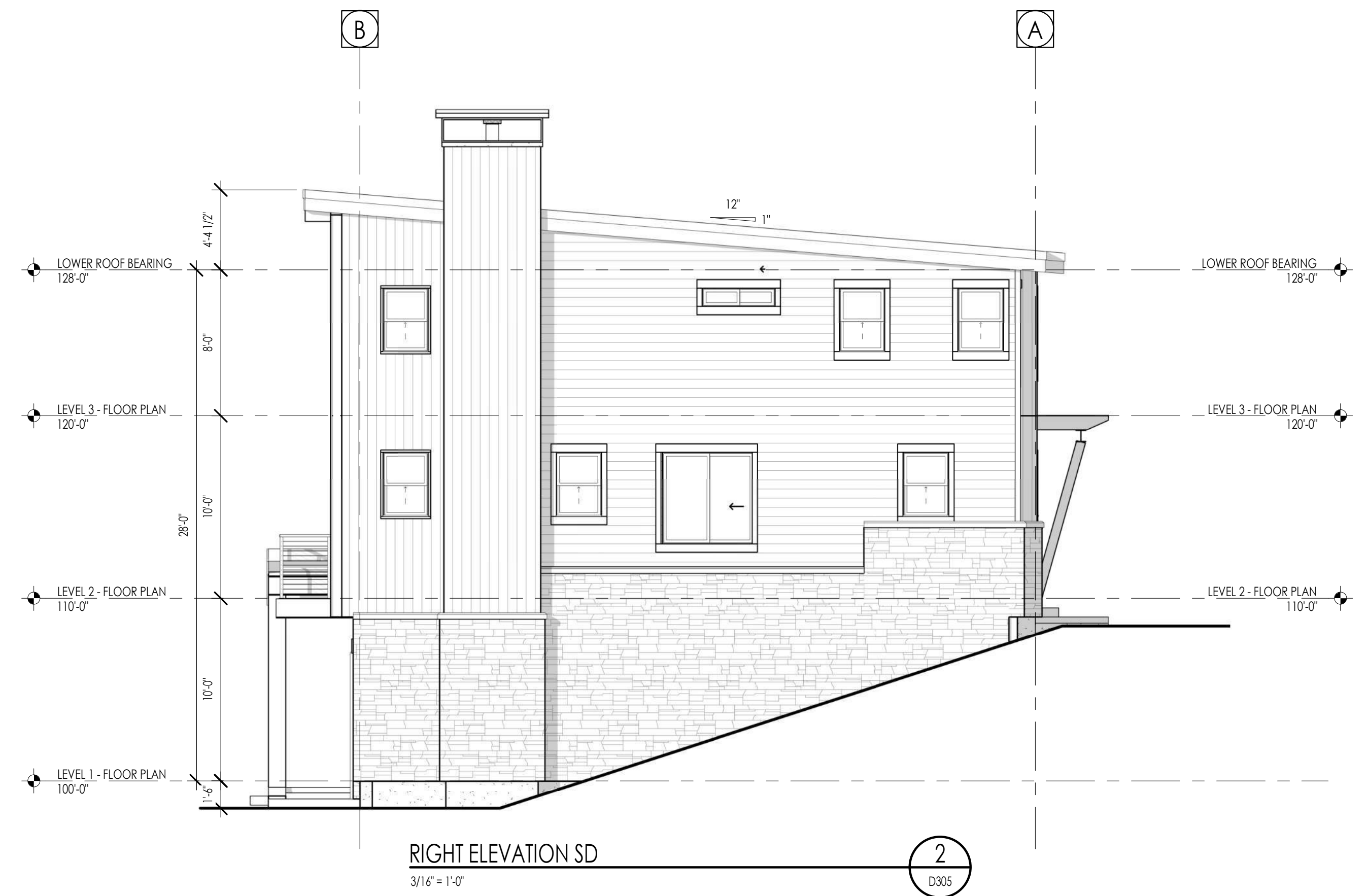
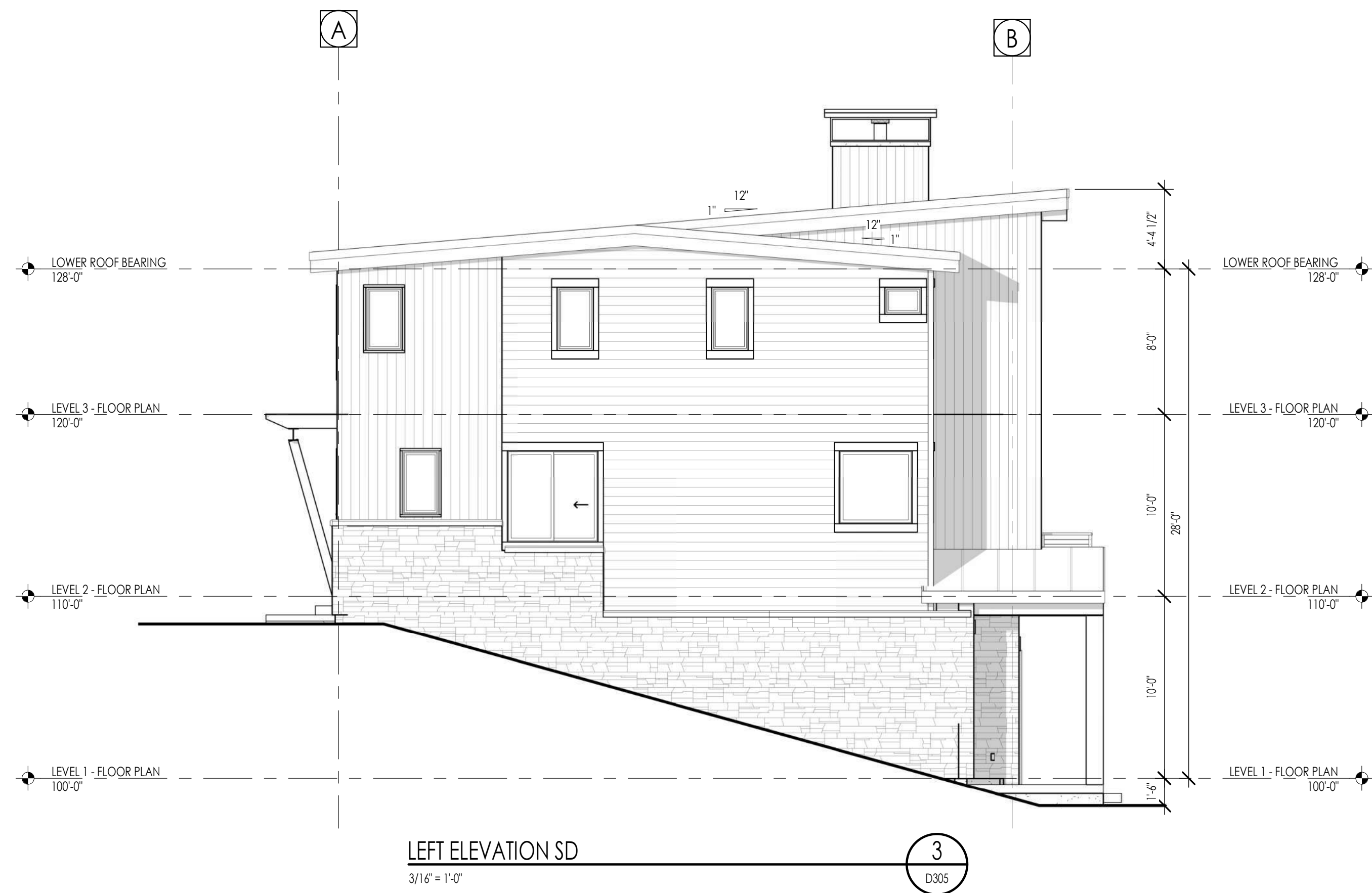




REAR ELEVATION SD

3/16" = 1'-0"

1
D304



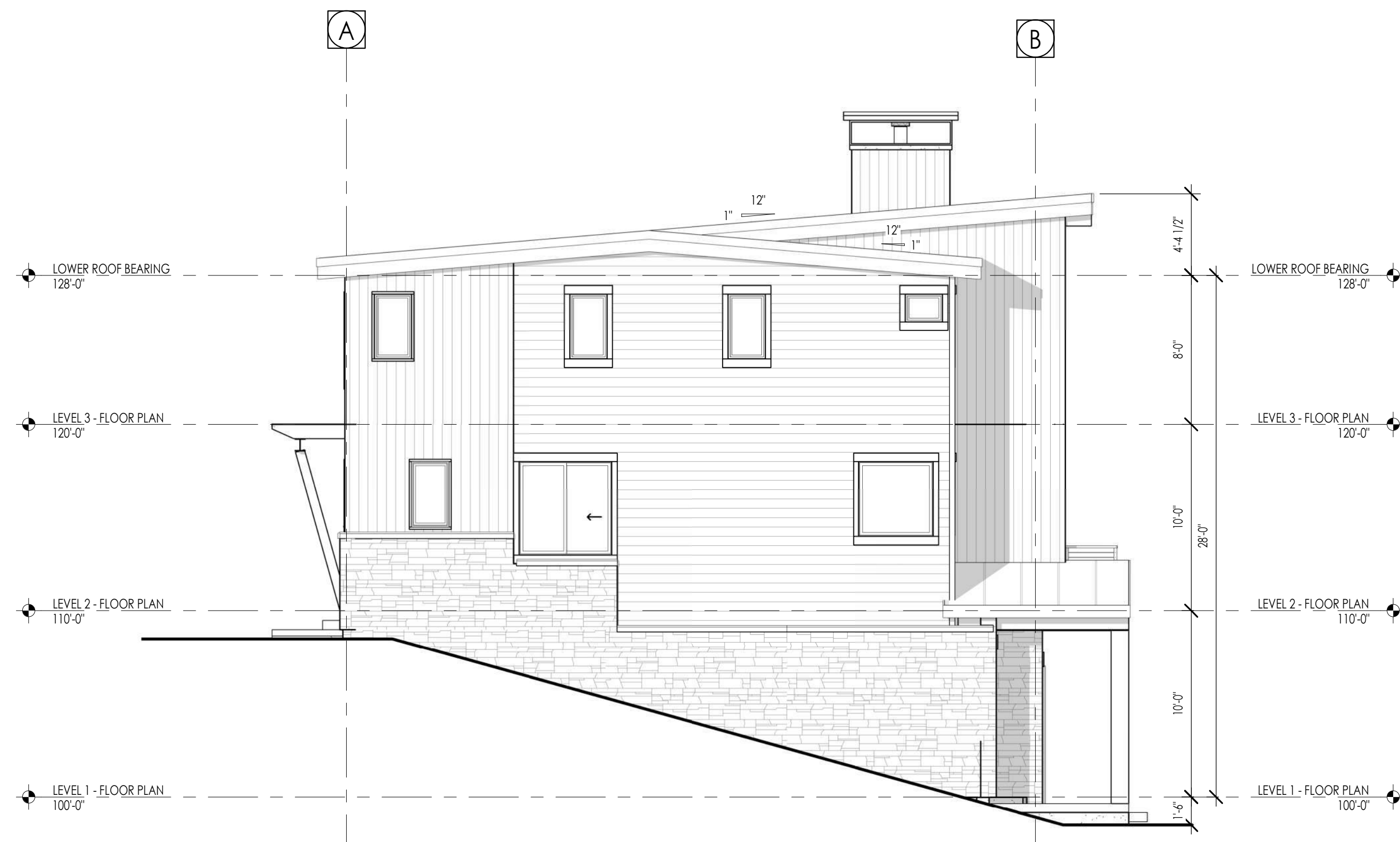


REAR ELEVATION SD
 3/16" = 1'-0"
 1
 D306



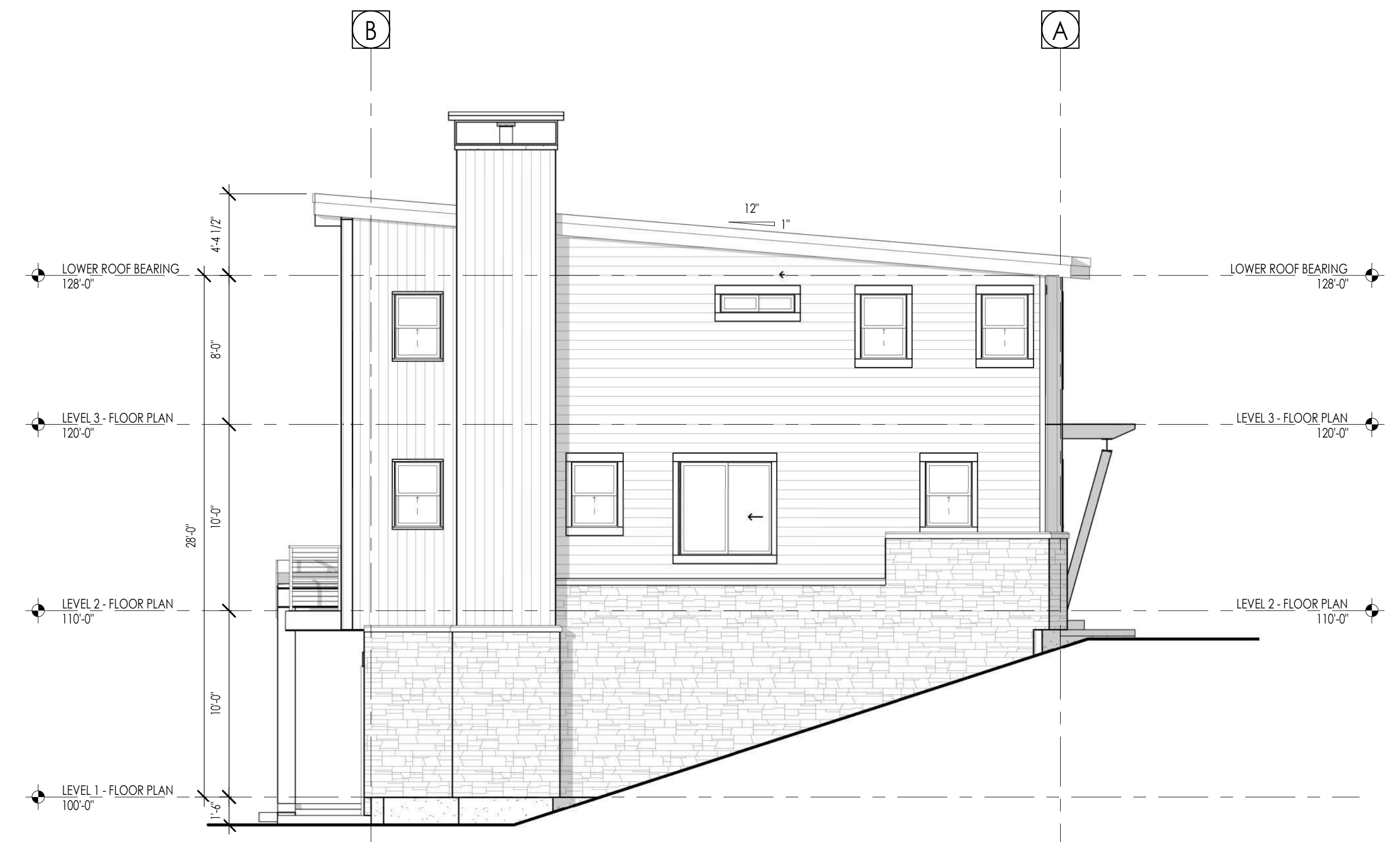
FRONT ELEVATION SD
3/16" = 1'-0"

1
D307



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

3
D307



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

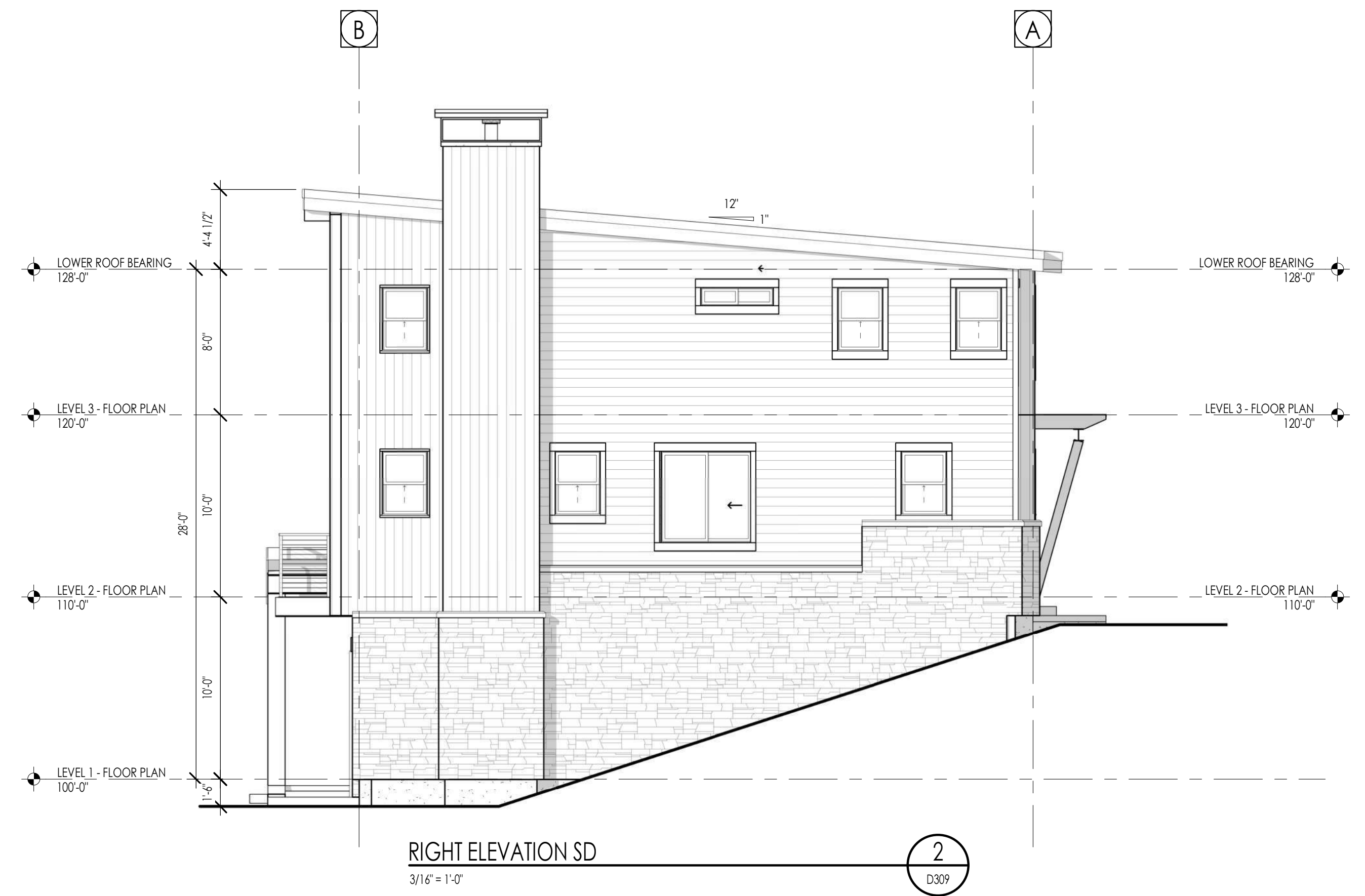
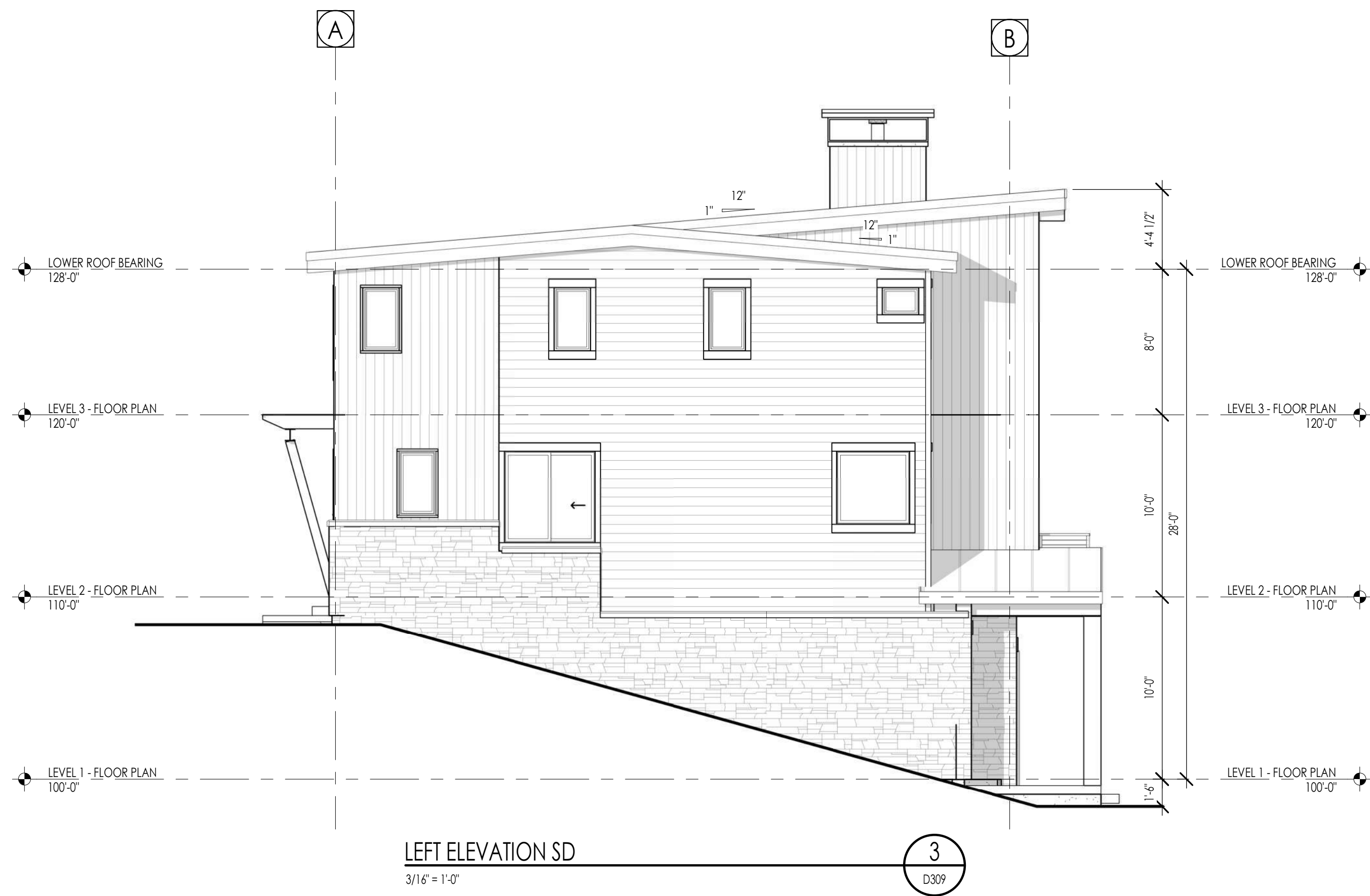
2
D307



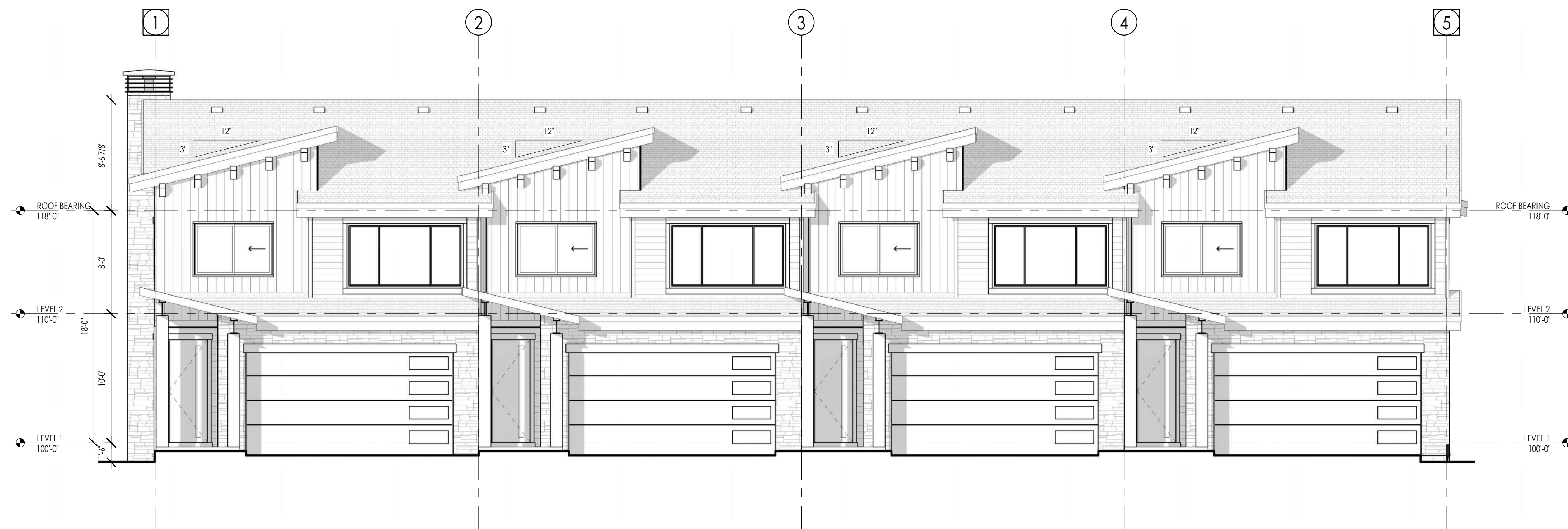
REAR ELEVATION SD

3/16" = 1'-0"

1
D308







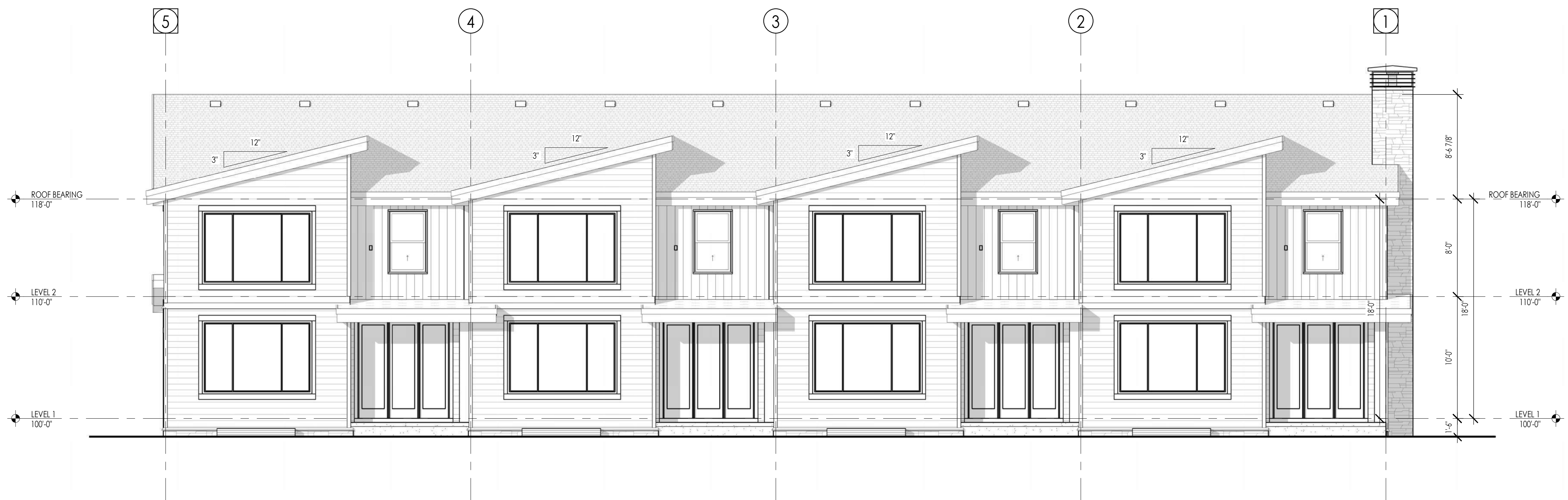
FRONT ELEVATION SD
3/16" = 1'-0"



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



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



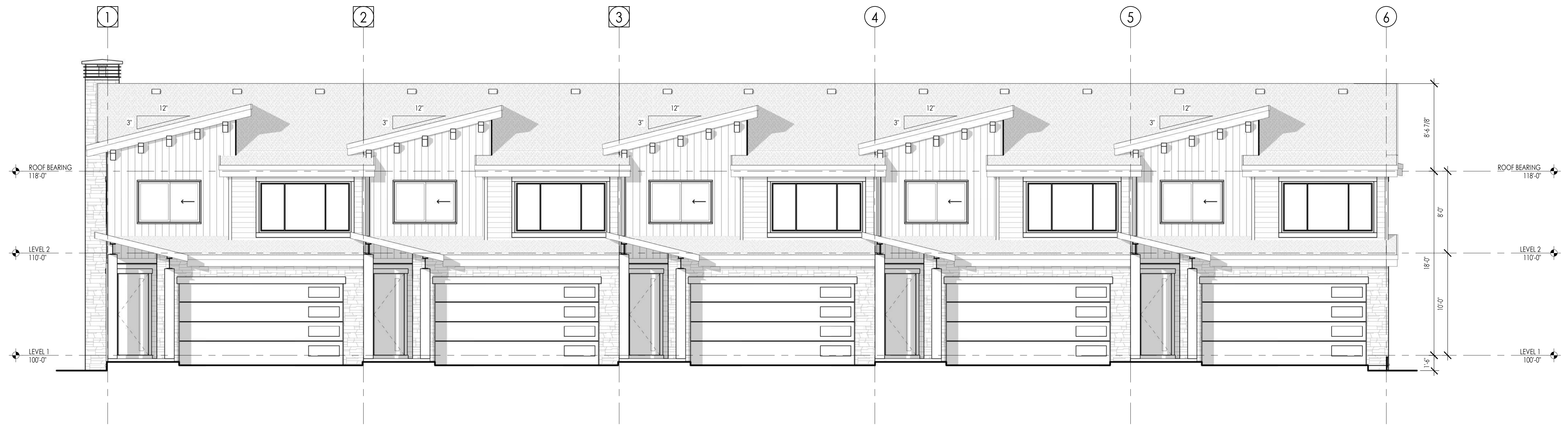
REAR ELEVATION SD
3/16" = 1'-0"

1
D312



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

2
D312



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

1
D313



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

2
D313



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

3
D313



REAR ELEVATION SD

3/16" = 1'-0"

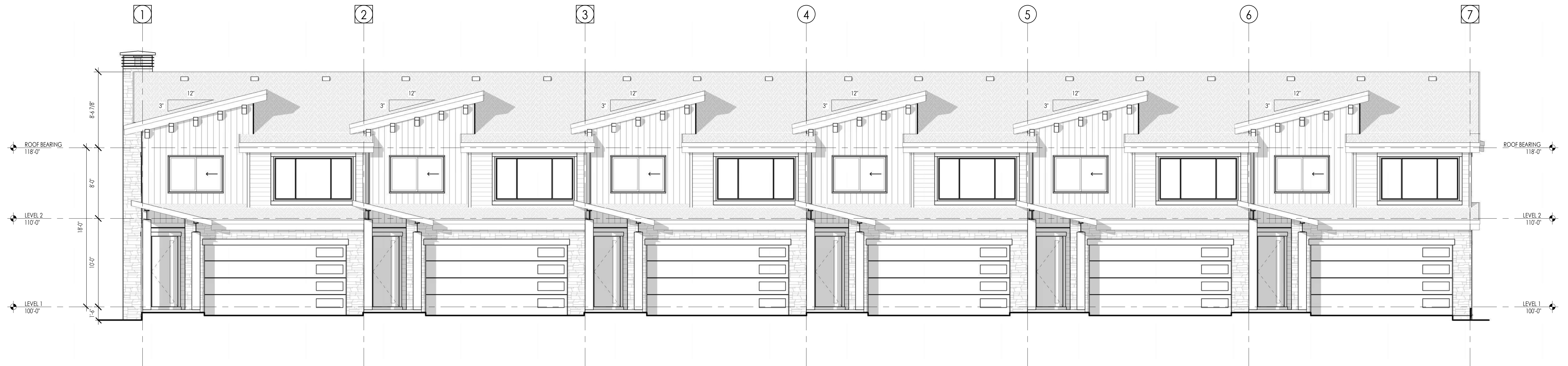
1
D314



REAR ELEVATION SD WALKOUT

3/16" = 1'-0"

2
D314



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

1
D315



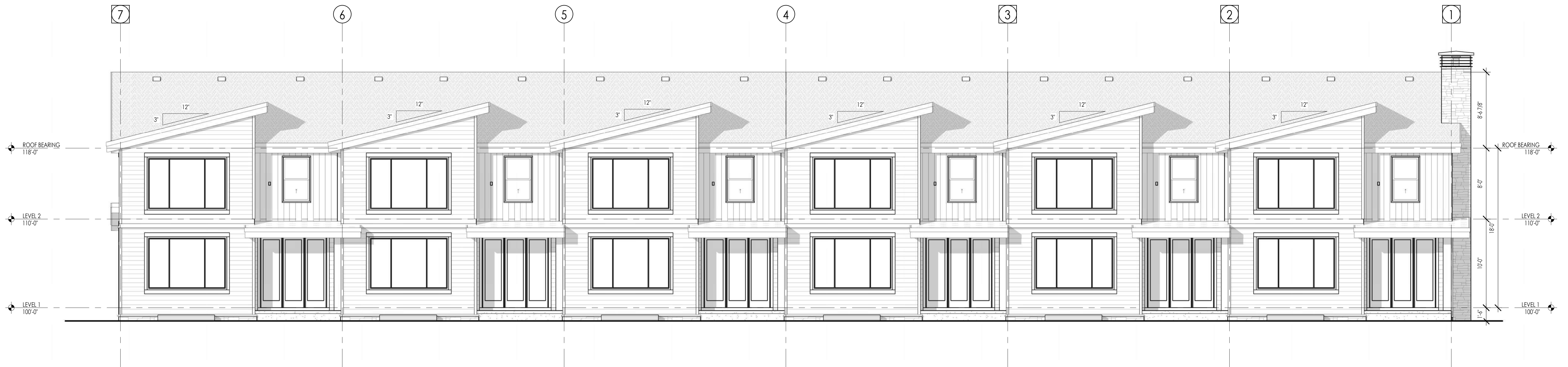
LEFT ELEVATION SD
3/16" = 1'-0"

2
D315



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

3
D315



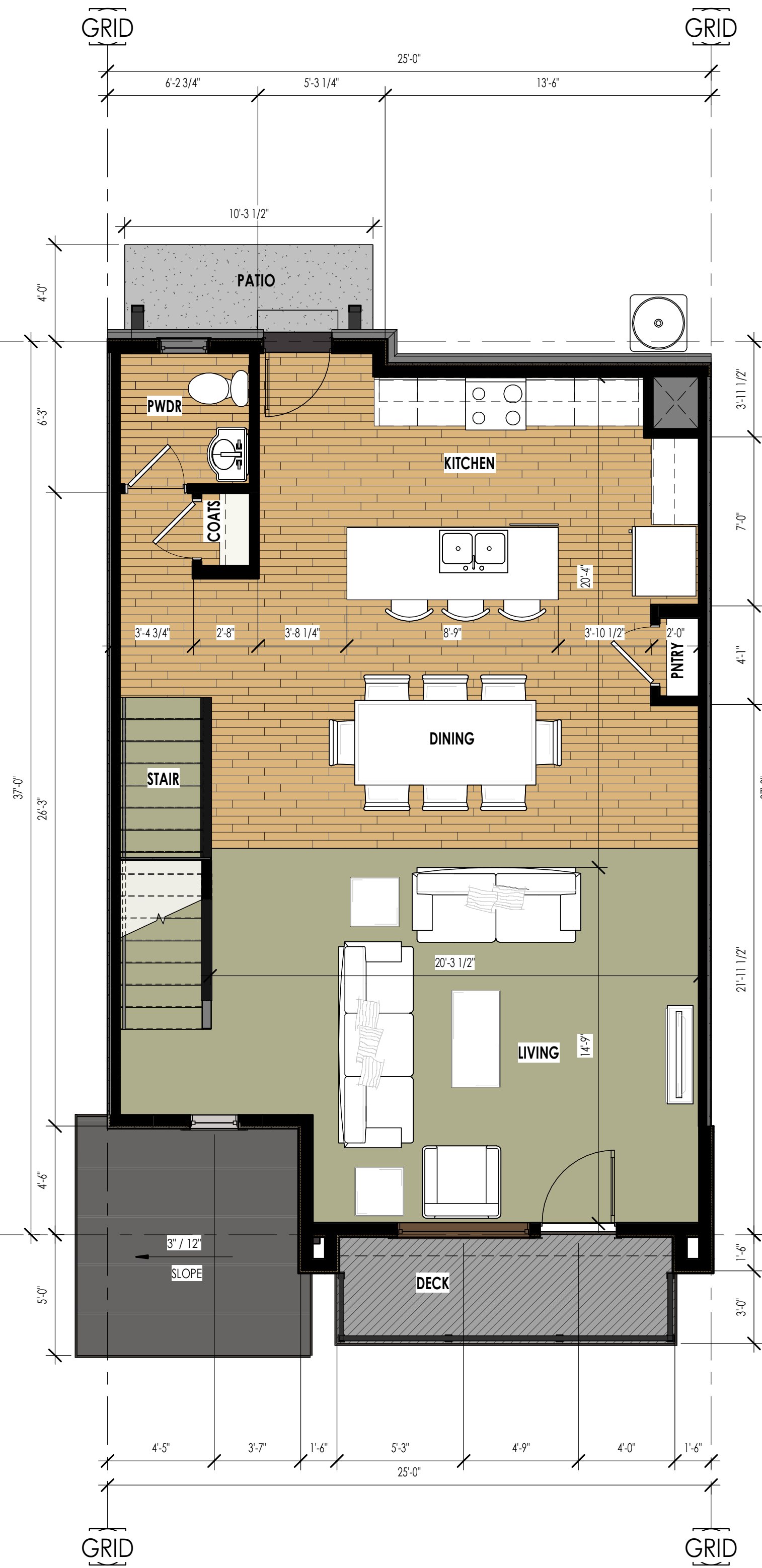
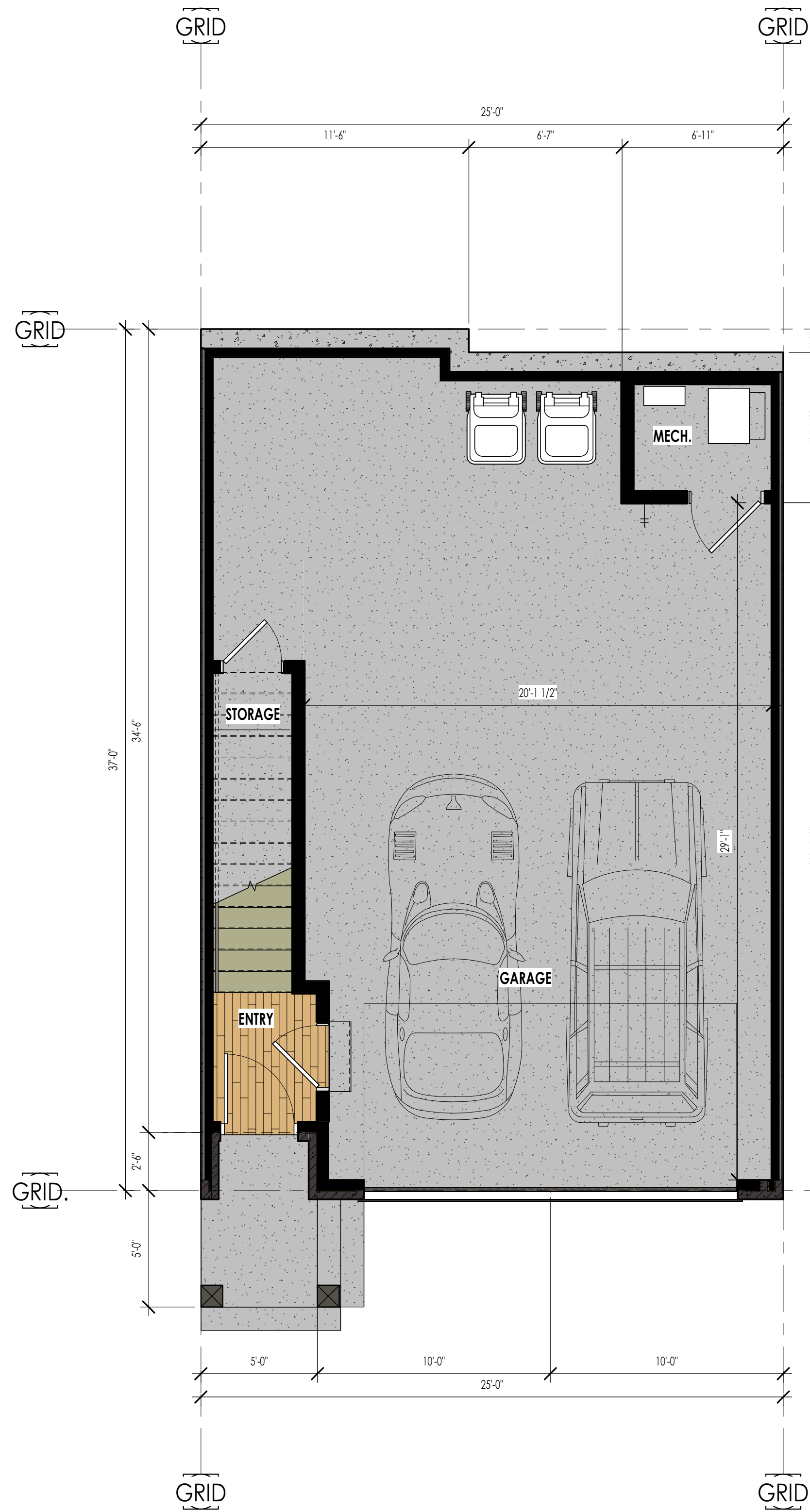
REAR ELEVATION SD
3/16" = 1'-0"

1
D316



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

2
D316



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



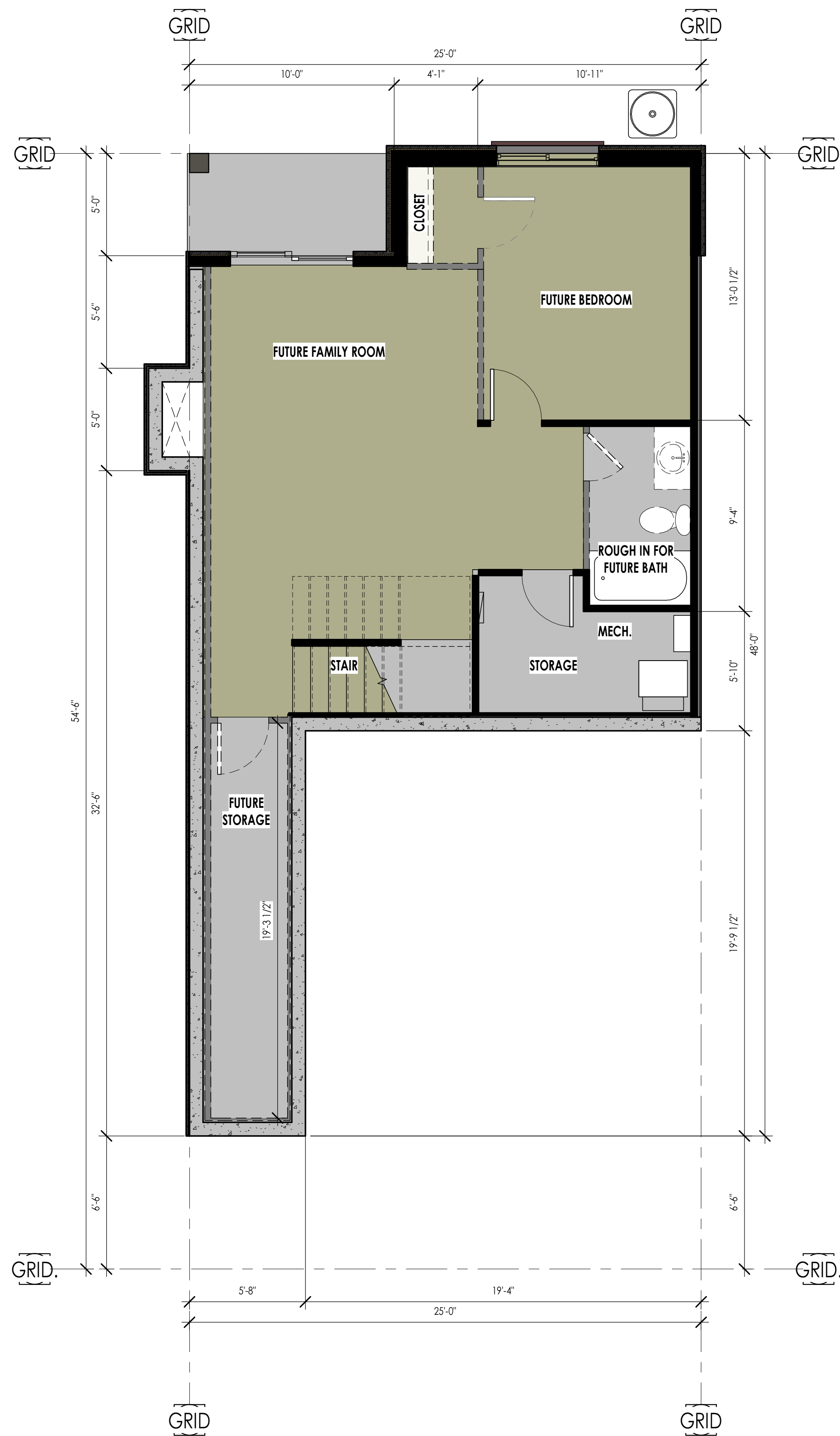
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EDEN LANDING 3BD-01

3 BD-01 FLOOR PLANS

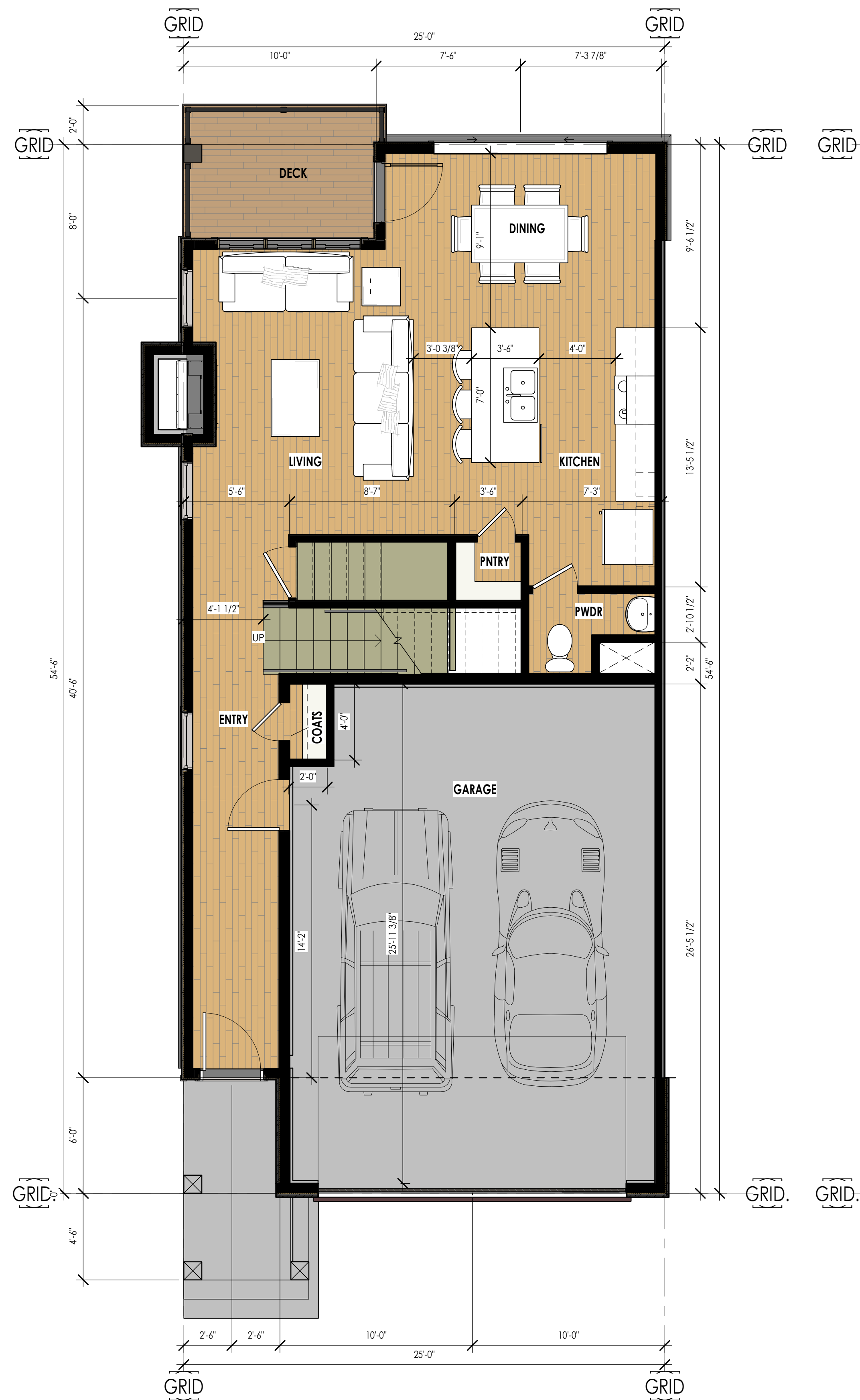
D401

3 OCT 2025



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

1
D402



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

2
D402



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

3
D402

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



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EDEN LANDING

3BD-02

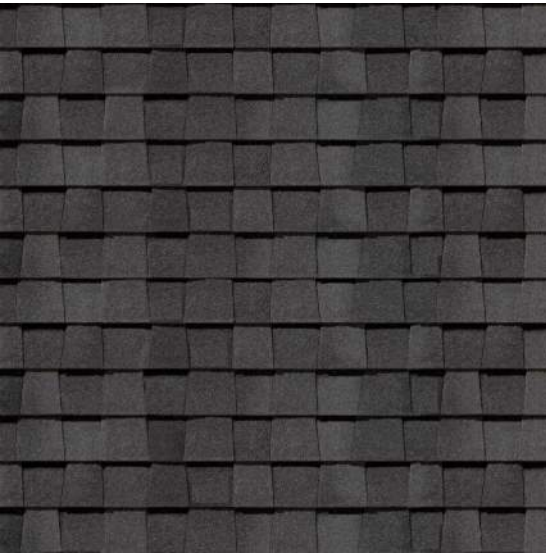
3BD-02 FLOOR PLANS

D402

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SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFIT

LAP SIDING

HORIZONTAL
PLANK

VERTICAL PLANK

ROOFING -SHINGLES

WINDOWS/DOORS

COLUMNS/BEAMS

STONE

FRONT DOOR

MANUFACTURER:

TBD

JAMES HARDIE OR LP

ENGAGE FAST
PLANK OR SIMILAR

ENGAGE FAST
PLANK OR SIMILAR

CERTIANTEED OR
SIMILAR

AMSCO OR SIMILAR

TBD

HARRISTONE OR
SIMILAR

TBD

MATERIAL:

ALUMINUM

JH FIBER CEMENT OR
LP SMARTSIDE

ALUMINUM PLANK

ALUMINUM PLANK

ASPHALT SHINGLES

VINYL WINDOW
FRAMES

STEEL AND
COMPOSITE WRAP

STONE CLADDING

PAINT

COLOR:

"BLACK"
OR SIMILAR

"LIGHT FRENCH
GRAY" (SW 0055)
OR SIMILAR

"DARK FIR"
OR SIMILAR

"CLASSIC BLACK"
OR SIMILAR

"MOIRE BLACK"
OR SIMILAR

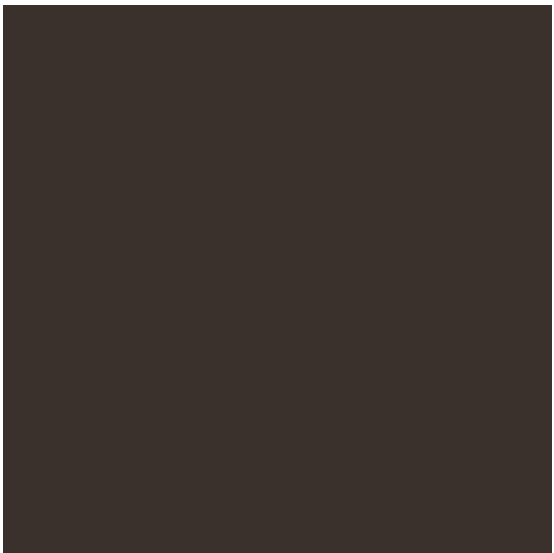
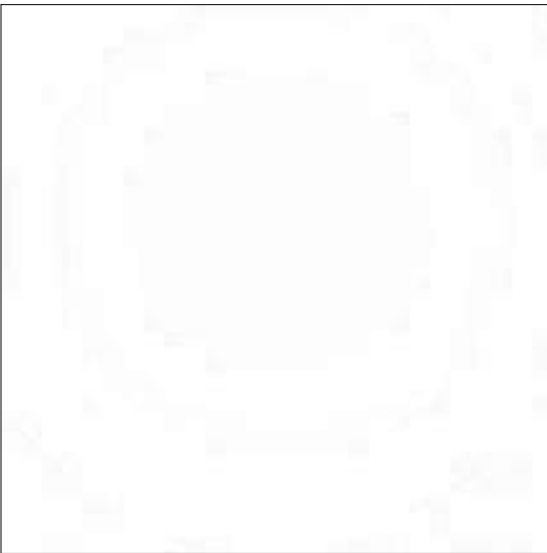
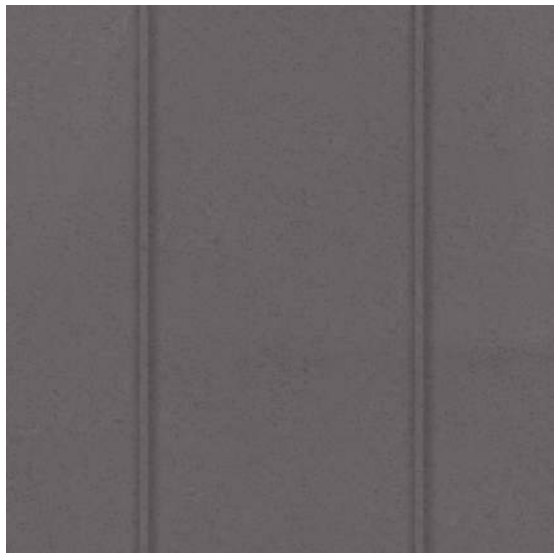
BLACK CAP STOCK
OR SIMILAR

CHARCOAL GRAY
OR SIMILAR

SHORE CLIFF OR
SIMILAR

"FLOWER POT"
(SW 6334) OR SIMILAR

SWATCH:



DESCRIPTION:

METAL ROOFING

TPO

GARAGE DOOR

MANUFACTURER:

TBD

TBD

TBD

MATERIAL:

STEEL STANDING
SEAM

SYNTHETIC
ROOFING MATERIAL

TBD

COLOR:

CHARCOAL GRAY
OR SIMILAR

"WHITE"
OR SIMILAR

"DARK BRONZE"
OR SIMILAR

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EDEN LANDING

MATERIAL BOARD

A501

03 OCT 2025

EDEN LANDING – NARRATIVE

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

The FR-3 zone is intended to “provide medium density residential uses...in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership.”

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

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

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

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

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