

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**CW THE BASIN, LLC,**

**List of Attachments**

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Preliminary Plan

Attachment C: Production Renderings

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## DEVELOPMENT AGREEMENT

### The Basin

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and CW The Basin, LLC ("Developer"), known together herein as the "Parties."

### RECITALS

**WHEREAS**, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as Huntsville. Key components of the Project include thirteen (13) detached single-family residential dwellings and appurtenant trailer parking; guest parking; and landscaping;

**WHEREAS**, The Developer's objective is to develop the Project to incorporate building and site designs that complement the character of the community and is financially successful;

**WHEREAS**, The County's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS**, The Project is currently zoned CVR-1 and Developer desires to rezone the Project to the FR-3 zone consistent with the terms and provisions contained herein;

**WHEREAS**, Short-Term Rentals are an approved use in both the current CVR-1 zone and the FR-3 desired zone; and

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general location and layout of the Project is contained in **Attachment B** Preliminary Plan, and initial architectural and design detail is contained in **Attachment C**: Production Renderings.

**NOW, THEREFORE**, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### 1. Effective Date, Expiration, Termination.

- 1.1. **Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. **Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated pursuant to Section 10 of this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
  - 1.3.1. The term of this Agreement expires;

- 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
- 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement.

2. **Definitions and Interpretation.** For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision
- 2.1. **Adjacent Property.** "Adjacent Property" means that existing subdivision located to the South and West of the Project.
  - 2.2. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
  - 2.3. **Association.** "Association" shall have the meaning given to such term in Utah Code Ann. §57-8a-102(2).
  - 2.4. **County.** "County" means Weber County, Utah.
  - 2.5. **Developer.** "Developer" means CW The Basin, LLC, or its Assignees as provided in Section 11 of this Agreement.
  - 2.6. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.
  - 2.7. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
  - 2.8. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
  - 2.9. **Parties.** "Parties" means the Developer and the County.
  - 2.10. **Project.** "Project" means The Basin subdivision as set forth in the Attachment B hereto.
  - 2.11. **Project Association.** "Project Association" shall mean the Association established to govern the Project.
  - 2.12. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
  - 2.13. **Rental Properties.** "Rental Properties" shall mean and refer to any of the thirteen (13) detached

single-family residential dwelling used as a Short-Term Rental, which has applied for and received a license to operate as a Short-Term Rental.

- 2.14. Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.15. Short-Term Rental.** Short-term rental means the rental of a detached single-family residential dwelling for a period of less than thirty (30) days.
- 2.16. Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.17. Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

### **3. Omitted**

### **4. Project Description.**

Thirteen (13) detached single-family residential dwellings and appurtenant trailer parking; guest parking; and landscaping.

### **5. Project Location and Illustration.**

The Project is as described herein, and illustrated in Attachment B: Preliminary Plan and Attachment C: Production Renderings, modified as necessary in accordance with this Agreement's Development Standards.

### **6. Vesting.**

- 6.1.** To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.
- 6.2.** Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or

(iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar land use designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

- 6.3.** The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's 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 Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

## **7. Development Standards.**

- 7.1. Use of Property.** The use of the Project shall be limited to thirteen (13) detached single-family residential dwellings, which may be advertised and used for short-term rentals. The Parties agree that the conditional use requirements have been met upon execution of this Agreement. Therefore, the County, by use of its legislative authority, designates the use of short-term rentals on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. Short-Term Rentals.** The Parties expressly agree that Rental Properties are an allowed use within the Project, subject to the following conditions:
- 7.2.1. Project Association; Responsible Agent.** The Project Association shall appoint a "Responsible Agent" for the Rental Properties. The Responsible Agent shall: (i) be a professional property management company; (ii) on-call to manage the Project upon occupation thereof; (iii) respond, in person, if necessary, within sixty (60) minutes, or as soon as reasonably practicable, of request to address any reasonable complaints pertaining to the Rental Properties. Notwithstanding the foregoing, in no event shall the Responsible Agent be required to place himself or herself in a situation that could result in physical harm to the Responsible Agent, as determined by the Responsible Agent in its sole discretion, in order to address a complaint. The Project Association shall notify the County Planning Division within three (3) days of a modification to the Responsible Agent and shall provide the name, address, and telephone number of the newly appointed Responsible Agent.
- 7.2.2. Short-Term Rental Licensing Procedure.** Each Rental Property shall obtain a Short-Term Rental license from the County prior to commencing rental activities (the "Rental License"). To apply for a Rental License, the applicant shall submit the following to the County: (i) proof of ownership of the detached single-family residential dwelling; (ii) copy of the site improvement plan applicable thereto; (iii) detailed floor plan; (iv) signed acknowledgement by the applicant owner and Responsible Agent that each has read this Section 7.2 and understand the licensing, operational standards, and violation and revocation provisions; and (v) payment of the application fee. The owner of a Rental Property is responsible to collect and remit all applicable State and local taxes. Owners who fail to collect and remit applicable taxes due and owing to the County shall not be

eligible for license renewal.

### **7.2.3. Short-Term Rental Operational Standards.**

- 7.2.3.1. Information Dissemination.** The owner of a Rental Property shall post the following information in a prominent and visible location on the detached single-family residential dwelling: (i) Short-Term Rental license number; (ii) contact information for the Rental Property owner and Responsible Agent; (iii) Rental Property's maximum occupancy; (iv) Project parking plan including the maximum number of vehicles allowed to be parked on the Rental Property and applicable parking rules for the Project; (v) description of the location of fire extinguishers and emergency egress routes; (vi) good neighbor requirements regarding noise, parking, trash pickup, and fire restrictions; (vii) current fire restriction information as disseminated through the Weber County Fire District's website; and (viii) any other information deemed necessary by the reviewing agencies in order to ensure the public's health and safety.
- 7.2.3.2. Street Addressing.** Each Rental Property shall have its assigned street address posted externally in a conspicuous location where it can be easily viewed day or night from the adjacent access way.
- 7.2.3.3. Advertising.** As provided in Utah Code Ann. §17-50-338, the following advertising requirements are not intended to prohibit an individual from listing a detached single-family residential dwelling for Short-Term Rental on any rental website. All advertising for a Rental Property shall include the following information in searchable plain text: (i) the Rental Property's license number; (ii) the Rental Property's maximum permitted occupancy; (iii) maximum parking capacity; (iv) a digital link to the County's Short-Term Rental regulations; and (v) the following language shall be included verbatim in a prominent location of the advertisement: "Any advertisement for a short-term rental property in unincorporated Weber County, Utah, that does not provide a unique license number unlikely to be a lawfully licensed short-term rental."
- 7.2.3.4. Parking.** One parking stall per bedroom should be provided either on the individual Rental Property or within the Project's designated common parking area. The following are expressly prohibited within the Project: (i) parking on the private drive; (ii) parking within the Rental Property's adjacent rights-of-way; (iii) parking vehicles on the Rental Property's lawn or landscaped areas; (iv) parking a vehicle with a capacity of more than sixteen (16) persons at the Rental Property; and (v) the Responsible Agent shall provide a parking pass to all guests.
- 7.2.3.5. Occupancy.** The maximum occupancy for a Rental Property shall be no more than two (2) people per bedroom, plus four (4) people, for up to a maximum of twenty (20) people per Rental Property.
- 7.2.3.6. Single Contract.** Rental Property owners shall not concurrently rent individual rooms or areas to unrelated parties for the same night or nights in one Rental Property.
- 7.2.3.7. External Sleeping Accommodations.** All sleeping accommodations must be maintained within the Residential Property as indicated by the floorplan that was submitted and approved during the licensing process. External

accommodations such as yurts, teepees, tents, recreational vehicles / travel trailers, other temporary structures, or any similar accommodation may not be used for sleeping accommodations or as a means to increase the maximum permitted occupancy.

- 7.2.3.8. Lockout Units.** Lockout units are expressly prohibited.
- 7.2.3.9. Duration.** No Rental Property may be rented for less than three (3) consecutive days, unless such Rental Property is in the DRR-1 zone.
- 7.2.3.10. Noise.** At no time shall the noise emanating from the Rental Property exceed sixty-five (65) dB as measured from the Rental Property line. Between the hours of 10:00 PM and 8:00 AM, no sound exceeding fifty-five (55) dBs, and no amplified or reproduced sound, shall be allowed as measured from the Rental Property line.
- 7.2.3.11. Trash Disposal.** All Rental Properties shall provide a trash disposal and collection plan at the time of license application to ensure that trash containers are not left outdoors where they can cause issues for wildlife, snow removal operations, or cause unsightliness. With exception to the Rental Property's assigned trash pick-up day, trash containers must be stored behind the Rental Property's front setback line and must be shielded from the view of adjacent public rights-of-way. The Responsible Agent shall ensure that any trash generated that exceeds the typical pick-up schedule is collected and removed from the Rental Property as needed. Rental Properties with larger maximum permitted occupancies may require the procurement of additional trash cans to accommodate the volume of anticipated trash being generated.
- 7.2.3.12. Outdoor Lighting.** All outdoor lighting for Rental Properties desiring a Short-Term Rental license shall comply at all times with the exterior lighting requirements set forth in Section 108-16 of the County Land Use Code.
- 7.2.3.13. Signage.** On-site signage intended to advertise the Rental Property as such is expressly prohibited anywhere on the Rental Property or adjacent rights-of-way.
- 7.2.3.14. Fire Safety.** The Rental Property shall (i) have primary access along a public right-of-way or access easement that meets the County fire marshal's requirements for a fire access road; (ii) fire prevention system as approved by the International Building Code and International Fire Code; (iii) ensure that all outdoor fire pits are permanently affixed natural gas or propane gas fixtures; (iv) ensure that all smoke and carbon monoxide detectors are installed and maintained per currently County building and fire codes; (v) ensure that all fire extinguishers are placed in an approved location on each level of the Rental Property and adjacent to outdoor fire pits; and (vi) ensure that an emergency egress plan is posted in a conspicuous location on each level of the Rental Property.

**7.3. Complaints and Violations.** The following requirements shall be the minimum threshold for resolving complaints for Rental Properties:

- 7.3.1. Initial Complaint.** An initial complaint concerning the use or occupancy of a Rental Property may be made to the County or designee by a means as established by the Planning Division. Anonymous complaints will not be processed.



- 7.3.2. Notification to Responsible Agent.** When a complaint is received, the County shall contact the Responsible Agent using the contact information on file with the County. Inability to contact the Responsible Agent constitutes a major violation as provided for herein.
- 7.3.3. Attempts to Resolve a Complaint.** The Responsible Agent is required to make a commercially reasonable attempt to resolve the processed complaint within sixty (60) minutes of receiving notification from the County of the complaint. The Responsible Agent shall promptly notify the County or designee if the Responsible Agent believes a complaint has been successfully resolved. If the County or designee does not receive notification from the Responsible Agent has been successfully resolved, or a resolution is in process, within the sixty (60) minute timeframe, it may presume the complaint has not been successfully resolved.
- 7.3.4. Contacting Law Enforcement.** If a complaint involves the immediate health any safety of any person or property or, if despite good faith efforts, the complaint cannot be resolved, the Responsible Agent shall immediately contact law enforcement and follow any directions given by any law enforcement official.
- 7.3.5. County Investigation.** The County shall investigate a processed complaint in order to determine if it is a substantiated complaint that represents a documented violation of any provision of this Section 7.3.
- 7.3.6. Violations.** For the purposes of this Section 7.3, violations for Rental Properties shall be classified as a “Minor Violation” or a “Major Violation”. Violations for unlicensed Rental Properties shall be classified as an “Unlicensed Violation”.
- 7.3.6.1. Minor Violations.** A Minor Violation shall mean and refer to any violation of the Rental Property operational standards as set forth in Section 7.2.3 herein. Owners will be given one (1) warning following its first Minor Violation within each calendar year. If this warning is subject to a static and prevailing concern, owners shall be given three (3) calendar days to correct the issue, or the warning will become a documented Minor Violation. After three (3) Minor Violations within 12 consecutive months, the Rental Property owner shall be issued a Major Violation on subsequent occurrences within said 12-month period. Each Minor Violation shall be subject to an administrative penalty as further set forth in Section 108-11-10 of the applicable County code. The administrative penalty for a Minor Violation shall be fifty percent (50%) of the advertised nightly rental rate on the date of the violation.
- 7.3.6.2. Major Violation.** A Major Violation shall mean and refer to the failure of the Responsible Agent to perform its responsibilities as provided for in this Section 7.3 or the fourth (4<sup>th</sup>) and subsequent Minor Violation within 12 consecutive months. Rental Property owners will be given one (1) warning in the event of a Responsible Agent failing to perform its responsibilities within each calendar year. Each Major Violation shall be subject to an administrative penalty as provided in Section 108-11-10 of the applicable County code. The administrative penalty for a Major Violation shall be one hundred percent (100%) of the advertised nightly rental rate on the date of the violation. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used.
- 7.3.6.3. Unlicensed Violation.** An Unlicensed Violation is committed upon the

rental of an unlicensed property on a short-term basis. Owners will be given one (1) warning within each calendar year. Each violation thereafter shall be subject to an administrative penalty as provided for in Section 108-11-10 of the applicable County code. The administrative penalty for an Unlicensed Violation shall be two hundred percent (200%) of the advertised nightly rental rate on the date of the violation. If the unlicensed property does not have an advertised rental rate, then the administrative penalty shall be the average nightly rental rate for all Rental Properties located within the Project. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used.

**7.4. License Revocation.**

**7.4.1. Minor Violations.** If a Rental Property has four (4) Minor Violations within three (3) consecutive months, or six (6) minor violations within twelve (12) consecutive months, the individual violating Rental Property's license shall be revoked in accordance with the provisions of Section 102-4-3 of the applicable County code. If a Rental Property license is revoked due to an accumulation of Minor Violations, for a minimum of one (1) year following the revocation, the County shall not accept an application for a new license for the same Rental Property; with the exception that a new application by a new owner, proven to be unaffiliated with the previous owner with a revoked license, may be considered.

**7.4.2. Major Violations.** If a Rental Property has two (2) Major Violations within three (3) consecutive months, or four (4) Major Violations within twelve (12) consecutive months, the individual violating Rental Property's license shall be revoked in accordance with Section 102-4-3 of the applicable County code. If a Rental Property license is revoked due to Major Violations, for a minimum of two (2) years following the revocation, the County shall not accept an application for a new license for the same Rental Property; with the exception that a new application by a new owner, proven to be unaffiliated with the previous owner with a revoked license, may be considered.

**7.4.3. Appeal Procedure.** Any owner who has been issued a notice of impending license revocation may file an appeal with the Planning Division.

**7.5. Project Setbacks.** The Parties expressly agree that the setbacks established in Attachment B: Preliminary Plan will be the controlling setbacks and all detached single-family residential dwellings within the Project shall be constructed and comply therewith.

**7.6. Improvement Buffer.**

**7.7. Architectural Standards.** The Developer agrees that the detached single-family residential dwellings will be designed consistent with Attachment C: Production Renderings, with no material deviations therefrom.

**8. Amendments and Revisions.**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 8.1. **Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 8.2. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
  - 8.2.1. **Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
  - 8.2.2. **De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the FR-3 rezone, and are routine and uncontested.

## **10. Termination.**

In addition to the foregoing, the following termination provisions apply:

- 9.1. **Developer's Option.** Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.

## **11. General Provisions.**

- 11.1. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
  - 11.1.1. **Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with County Laws.
  - 11.1.2. **Partial Assignment of Project Site.** A partial assignment of the Project Site is prohibited under this Agreement. The Project Site shall be continuously owned under the ownership of Developer and assignees, until this agreement is Terminated.
- 11.2. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.4. **Authority.** Each Party represents and warrants that it has the respective power and authority,

and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

- 11.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.6. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.7. Force Majeure Event.** A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

## **12. Notices.**

- 12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

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**If to the County:**

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

**With copies to:**

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

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

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**If to Developer:**

CW The Basin, LLC  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

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

**13. Default and Remedies.**

- 13.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

- 13.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.

**13.3. Dispute Resolution Process.**

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

- 13.3.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

**14. Entire Agreement.**

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them, whether written or oral.

**15. Counterparts.**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF**, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

**SIGNATORIES**

**“County”**

**Weber County, a body corporate and politic of the State of Utah**

By: \_\_\_\_\_

Gage Froerer  
Chair, Weber County Commission

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor





**Attachment A**

Project Area Legal Description and Graphic Depiction

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 39, SAID POINT BEING S89°36'46"E 477.61 FEET AND S00°23'14"W 2.34 FEET FROM THE FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY LINE, A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1959.86 FEET, AN ARC LENGTH OF 254.84 FEET, A DELTA ANGLE OF 07°27'01", A CHORD BEARING OF S80°41'48"E, AND A CHORD LENGTH OF 254.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD SNOW BASIN ROAD; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) S04°48'23"W 313.97 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1134.18 FEET, AN ARC LENGTH OF 117.20 FEET, A DELTA ANGLE OF 05°55'15", A CHORD BEARING OF S07°46'00"W, AND A CHORD LENGTH OF 117.15 FEET TO THE NORTH LINE OF CHALETS AT SKI LAKE PHASE 1; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: (1) N77°56'06"W 194.61 FEET; (2) N77°56'13"W 271.39 FEET TO THE EAST LINE OF CHALETS AT SKI LAKE PHASE 3; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: (1) N12°03'47"E 156.02 FEET; (2) S77°56'13"E 158.81 FEET; (3) N13°01'42"E 260.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 39 AND TO THE POINT OF BEGINNING.

CONTAINING 144,146 SQUARE FEET OR 3.309 ACRES MORE OR LESS.



**Attachment B**  
Proposed Site Layout

See attached.

**Attachment C**

Production Renderings

See attached.