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**ZONING DEVELOPMENT AGREEMENT
FOR THE
NORDIC VALLEY VILLAGE (FORM-BASED REZONE)**

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ZONING DEVELOPMENT AGREEMENT
FOR THE
NORDIC VALLEY VILLAGE (FORM-BASED REZONE)

THIS ZONING DEVELOPMENT AGREEMENT (“referenced herein as “Agreement”) is made and entered as of the last date referenced in the Parties’ signatures by and between Weber County, a political subdivision of the State of Utah (referenced herein as “County”), and Nordic Village Venture, LLC (referenced herein as “Master Developer”), as the owner and developer of a mixed use, master planned development project known as Nordic Valley Village (referenced herein as “Project”). The County and Master Developer are sometimes collectively referred to in this Agreement as the “Parties.”

RECITALS

- A. The capitalized terms used in these Recitals are defined in **Section 1.2**, below.
- B. Master Developer is the owner of approximately 510 acres of real property (the “Property”) located within the unincorporated boundaries of the County, as more fully described in **Exhibit A** and mapped in **Exhibit B**, on which it proposes to develop the Project.
- C. Simultaneous to and dependent on the execution of this Agreement, the County has rezoned the Property from the FV-3, FR-3, CVR-1, and O-1 zones to the FB, FV-3, and O-1 Zones, which, among other things, requires a mixed-use development to be implemented through a development agreement.
- D. Master Developer is willing to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the 2016 Ogden Valley General Plan and the development regulations contained within the Weber County Land Use Code in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this Agreement, as more fully set forth below.
- E. Master Developer and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them vis-à-vis certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.
- F. Development of the Property will include all or part of the Intended Uses, as specified in this Agreement.
- G. Development of the Project pursuant to this Agreement is acknowledged by the Parties to be consistent with the Act, and the Code, and operate to the benefit of the County, Master Developer, and the general public.
- H. Development of the Property pursuant to this Agreement will result in significant benefits to the County by providing economic growth, a diversity of uses and service, socially sustainable development practices, and assurances to the County that the Property will be developed in accordance with this Agreement.
- I. Development of the Property pursuant to this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement.
- J. Master Developer and the County have cooperated in the preparation of this Agreement.
- K. The parties desire to enter into this Agreement to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement.
- L. The parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of **Utah Code Ann., §17-27a-528**.

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

1.1. Incorporation. The foregoing Recitals and **Exhibits A-D** are hereby incorporated into this Agreement.

1.2. Definitions. As used in this Agreement, the words and phrases specified below shall have the following meanings. The definition of any other word in this Agreement shall be governed by County Laws.

1.2.1. Act means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.

1.2.2. Agreement means this Zoning Development Agreement including all of its Exhibits.

1.2.3. Applicant means a person or entity submitting a Development Application, a Modification Application, or a request for a Legislative or Administrative Decision.

1.2.4. Board of County Commissioners means the elected County Commission of Weber County.

1.2.5. Building Permit means the County's building permit or building permit review process, as specified in County Laws.

1.2.6. Buildout means the completion of all of the development on all of the Property for all of the Project.

1.2.7. Code means the County's Code containing its land use regulations adopted pursuant to the Act.

1.2.8. County means Weber County, a political subdivision of the State of Utah.

1.2.9. County Consultants means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.

1.2.10. County Laws means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.

1.2.11. Design Review means the County's design review process, as specified in County Laws.

1.2.12. Development Right, Residential means the right to develop one residential dwelling unit.

1.2.13. Default means a material breach of this Agreement.

1.2.14. Denial means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County Staff.

1.2.15. Development Application means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit,

Conditional Use Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

- 1.2.16. Development Standards** means a set of standards adopted in County Laws or approved by the County as a part of this Agreement that control certain aspects of the design and construction of the development of Property. Development Standards include, but are not limited to, setbacks, building sizes, height limitations, architecture standards, building materials, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.
- 1.2.17. Hotel** The term “hotel” means a building consisting of 16 or more sleeping units designed for temporary lodging for compensation, in which no provision is made for cooking in any individual room or suite, and may or may not provide meals.
- 1.2.18. Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 1.2.19. Intended Uses** means those permitted and conditional uses identified in the zone applied to the property FB, FV-3, and O-1 Zones or as otherwise allowed by this Agreement.
- 1.2.20. Master Developer** means Nordic Village Venture, LLC, and its assignees or transferees as permitted by this Agreement.
- 1.2.21. Modification Application** means an application to amend this Agreement.
- 1.2.22. Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 1.2.23. Notice** means any notice to or from any party to this Agreement that is either required or permitted to be given to another party.
- 1.2.24. Outsource[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 1.2.25. Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 1.2.26. Pathway** means a 10-foot wide paved multi-use pathway designed to county engineer’s specifications.
- 1.2.27. Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.28. Planning Commission** means the Planning Commission for the area in which the Property is located.
- 1.2.29. Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities, Intended Uses, and all of the other aspects approved as part of this Agreement including its exhibits.
- 1.2.30. Project Infrastructure** means those items of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application, that are necessary for development of the Property, such as local roads or utilities.

1.2.31. Property means the real property subject to this Agreement as more fully described in **Exhibit “A”** and generally mapped in **Exhibit “B.”**

1.2.32. Public Financing means revenue generated from the taxable value of the Property that is returned to Master Developer to pay for public infrastructure installation or improvements. Public Financing includes but is not limited to an additional property tax implemented by means of a Public Improvement District, Special Improvement District, Special Service District, Special Assessment Area, Redevelopment Area, Community Reinvestment Area, or any other tax-revenue generator with similar intent and application. It also includes Tax Increment Financing or a tax-burdened bond that will finance the Project’s public improvements.

1.2.33. Subdeveloper means an entity not “related” (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting pursuant to future development.

1.2.34. Subdivision means the division of any portion of the Project into a subdivision pursuant the Act and/or the Code.

1.2.35. Subdivision Application means the application to create a Subdivision.

2. Effect of this Agreement.

This Agreement shall take effect as soon as all of the following have occurred: (1) The Parties have signed this Agreement, (2) The County has adopted an ordinance approving the rezone to which this Agreement is dependent, (3) This Agreement has been recorded to the subject Property, and (4) the Property has been transferred into the ownership or is under the development control of Master Developer. If these four actions have not occurred by two year after the County’s approval of this Agreement, this Agreement shall be null and void.

3. Development of the Project and Application of Development Requirements.

Development of the Project shall be in accordance with the County Laws, and this Agreement and its Exhibits. In the event of a conflict between the County’s Laws and this Agreement, the more specific provisions of the Agreement and its Exhibits shall control. In the event of a conflict between the Exhibits of this Agreement and the main body of this Agreement, the main body shall control.

4. Intended Uses.

The Intended Uses permitted in the Project include all uses allowed in the FB, FV-3, and O-1 Zones, each being limited in use to their respective zones within the Project. However, to clarify the uses allowed in the O-1 zone on the property, for the purposes of this agreement the operation of a four-season outdoor recreation resort is a permitted use, together with all accessory and incidental uses and buildings typically associated with a four-season outdoor recreation resort, and specifically including restaurant, ski support/maintenance, first aid, café, lift(s), lodge(s), and/or related accessory building(s) located. For the purpose of this **Section 4**, a “lodge” is a building that provides periodic and temporary shelter from the outdoors, and may contain food services, restrooms, equipment storage, staff preparation areas and offices, retails sales and similar uses and uses accessory to these uses, but shall not contain overnight lodging.

5. Zoning and Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the FB, FV-3, and O-1 Zones and the Intended Uses, Development Standards and other matters specifically addressed in this Agreement subject to compliance with the terms and

conditions of this Agreement and other applicable County Laws. The Parties intend that the rights granted to Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity.

5.1.1. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

5.1.1.1. Master Developer Agreement. Future laws that Master Developer agrees in writing to the application thereof to the Project;

5.1.1.2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project;

5.1.1.3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

5.1.1.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

5.1.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

5.2. Transfer of Development Rights. The Parties agree that the base residential density of the Property is 565 Residential Development Rights. Residential Development Rights shall be governed as follows:

5.2.1. Development Rights Assigned. In reference to the parcel sequencing depicted in Exhibits A and B:

5.2.1.1. All of the Residential Development Rights of Parcel 4 are eliminated by virtue of the O-1 zone.

5.2.1.2. Parcel 3, which will remain in the FV-3 zone, may retain up to and not more than 28 Residential Development Rights, or any of the 28 Residential Development Rights may be transferred and developed within Parcel 1 through 2 or Parcel 5 through 15. These rights may be

built in place or transferred, in compliance with this agreement and County Laws.

- 5.2.1.3.** Parcels 1 through 2 and 5 through 15 may share the remaining 537 Residential Development Rights and any additional Residential Development Right, as provided in this Agreement, as determined by Master Developer.
- 5.2.2. Acquisition and Transfer of Additional Development Rights.** Master Developer has the right to acquire additional Residential Development Rights, and assign and construct them to and on Parcels 1 through 2 and 5 through 15, provided their construction is in compliance with this Agreement and applicable laws.
- 5.2.3. Lockout Sleeping Room.** When a dwelling unit with two or more bedrooms is part of a transient lodging facility, any bedroom in excess of one that has its own toilet and direct egress to the outside of the dwelling unit shall be counted against Master Developer's total available Residential Dwelling Unit Rights as a lockout sleeping room.

 - 5.2.3.1.** A lockout sleeping room shall require one-fourth of a Residential Dwelling Unit Right.
 - 5.2.3.2.** A room that cannot be blocked from view of a common area in the dwelling unit by the closing of its door(s), as is the case when a living or family room shares the same room as a kitchen, shall not be considered a bedroom for the purpose of this **Section 5.2.3**.
- 5.2.4. Transfer Required before Development Application.** Prior to submitting an application for development, Master Developer shall ensure the appropriate number of Residential Development Rights are assigned to the lot or parcel to be developed. All transfers shall be memorialized by covenant as specified in County Laws. Regardless of the number of Residential Development Rights transferred, at no time shall a Residential Development Right be developed on a lot or parcel unless in compliance with this Agreement and those County Laws that govern Transferable Development Rights.
- 5.2.5. Non-Residential Development Rights.** Nothing in this **Section 5.2** shall prohibit Master Developer from developing non-residential uses, as otherwise allowed in the applicable zones.
- 5.3. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers 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 under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced in **Section 5.1** above under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in **Utah Code Ann. §17-27a-508**. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5.4. Term of Agreement.

5.4.1. Term of Agreement Related to Development Responsibilities. Unless terminated earlier by written amendment between the parties, the term of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be until December 31, 2038, otherwise known herein as the “Initial Term”, or until the use is abandoned as governed by County Laws, whichever occurs first. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined.

5.4.1.1. Automatic Renewal of Agreement. Thereafter term shall be automatically extended in five year increments, otherwise known herein as an Extension Term, as long as County has not first notified Master Developer, in writing, of its intent to not renew this Agreement, and as long as no uncured default exists. The County shall notify Master Developer of its intent to not renew this Agreement at least one year in advance of the Initial Term’s expiration date or any Extension Term’s expiration date. If the County has not provided written notification of its intent to not renew the Agreement at least one year in advance of an expiration date, then the Agreement shall automatically be deemed renewed at the end of the foregoing term.

5.4.1.2. Expiration or termination of Agreement. In the event this Agreement expires or is terminated, the rights and responsibilities herein related to establishing new development on the Property or establishing new uses on the Property, as authorized by this Agreement, shall terminate. Existing development and uses lawfully established under this Agreement prior to termination shall be deemed nonconforming rights, as governed by County Laws and the Act.

5.4.2. Term of Agreement Related to Ongoing Performance Responsibilities. The term of this Agreement as it relates to Master Developer’s ongoing operations, performance, or maintenance responsibilities shall not terminate or expire unless authorized in writing by County.

6. General Provisions

6.1. Future Annexation. If a city or district attempts to incorporate or annex the Property, Master Developer agrees to support and not protest the incorporation or annexation unless County agrees, in writing, to Master Developer’s protest. If more than one municipality is available into which the Project can be incorporated, Master Developer has the right to choose which municipality the Project will join.

6.2. Public Finance.

6.2.1. Utilization of Public Finance. The Parties agree to work together in good faith to create mutual-gain public finance opportunities that will help fund public improvements associated with the Project. County agrees to participate in good faith in efforts to allow Master Developer to use a portion of potential new tax revenue generated by the project to assist with the funding of public improvements through tax increment financing. That portion, if agreed upon, shall be determined by an agreement separate from this Agreement, involving other entities having jurisdiction. If deemed mutually beneficial by both Parties, County further agrees to support or, if applicable, facilitate the creation of the requisite taxing entities necessary to utilize tax increment financing and their associated bonds.

6.2.2. Public Infrastructure District. The Parties agree and acknowledge that the Master Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly **Title 17D, Chapter 4, the Public Infrastructure District Act (the “PID Act”)**, and County policy, in order to implement and facilitate the financing and construction of public infrastructure for the Property.

6.2.2.1. Subject to the provisions of the PID Act, the County and Master Developer agree to continuing cooperation in connection with the formation and operation of a Public Infrastructure District in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Development Agreement or otherwise required in connection with the development of the Project.

6.2.2.2. The County agrees that any obligation set forth in this Development Agreement for the financing and construction of public improvements which are required to serve the Property may be undertaken, performed, and completed by a Public Infrastructure District. Doing so is subject to the requirements of the PID Act and separate approval of the County consistent therewith.

6.2.2.3. A Public Infrastructure District created for the Property, or any portion thereof, shall not and does not create financial liability for the County.

6.2.2.4. Approval of this agreement does not constitute the approval of a PID.

6.2.3. Special Assessment Area. If the County determines that the benefits of Public Finance are not adequately absorbing the detrimental effects of the Project as it relates to public infrastructure, and if Master Developer is not able or willing to compensate for those detrimental effects, and if County is unable to compel Master Developer to compensate for those detrimental effects, the Master Developer hereby agrees to not protest or in any other way interrupt the formation of a special assessment area to generate the revenue required to correct the detrimental effects.

6.3. Other Developments to Contribute.

6.3.1. Fair Treatment. County agrees to work with Master Developer to identify and implement reasonable methods to ensure that the developers of other projects that will benefit from the Public Infrastructure provided by Master Developer pay their proportionate share of the Public Infrastructure, pay an equitable tax comparable to the taxes applied to the Project, be included in any Special Assessment Area if created, and provide other equitable measures so as not to unfairly limit marketability of ownership in the Project.

6.3.2. Opting Into Tax Entities/Areas. If any other development that seeks a rezone to the FB Zone can and will access or connect to the Public Infrastructure that Master Developer has installed or is obligated to install, County agrees to require that developer to opt their property into the same taxing entities or special assessment area(s) applicable to the Project at the time as a condition of rezoning the property to the FB Zone.

7. Approval Processes for Development Applications.

7.1. Phasing. The County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit

multiple applications from time to time to develop and/or construct portions of the Project in phases. Allowance for phasing is subject to each Phase providing for the extension or improvements of the public road system; extension of internal circulation, including cross-access easements; extension of infrastructure and utilities through the Project as approved by the County in compliance with the terms of this Agreement; and other applicable provisions of the County Laws.

- 7.2. Processing Under County Laws.** Approval processes for Development Applications shall be as provided in the County Laws except as otherwise provided in this Agreement. Development Applications shall be approved by the County if they comply with the County Laws and conform to this Agreement.
- 7.3. County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.
- 7.4. Non-County Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-County Agency, an approval for these aspects shall only be reviewed by the County to confirm compliance with this Agreement and the County Laws. The Applicant shall timely notify the County of any such submittals and promptly provide the County with a copy of the requested submissions. The County may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-County Agency's approval.
- 7.5. Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. The Development Application shall thus generally only be reviewed by the County to confirm compliance with this Agreement and the County Laws. It is not the intent of this **Section 7.5** to preclude the normal process of review by the County, such as the Planning Department, County Engineer, County Attorney, County Surveyor, etc., "redlining" and commenting on proposed designs or specifications in the Development Application. Generally, the County should endeavor to make all of its redlines and comments at the time of the first review of the Development Application unless any new information or changes to the Development Application become known that raise new issues that need to be addressed.
- 7.6. Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.
- 7.7. Independent Technical Analyses for Development Applications.** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species," or any other matters specified by the County in writing as being extraordinary circumstances which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.
- 7.8. County Denial of a Development Application.**

- 7.8.1. **Staff Denial or Recommendation for Denial.** If the County staff intends to deny or recommend Denial of a Development Application, the County staff shall provide a written explanation advising the Applicant of the reasons for recommending Denial, including specifying the reasons the County staff believes that the Development Application is not consistent with this Agreement, the zone, the 2016 Ogden Valley General Plan, and/or the County Laws.
- 7.8.2. **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within thirty business days of any recommendation for Denial by the County staff to resolve the issues specified in the recommendation for Denial of a Development Application.
- 7.8.3. **County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, any such Denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the Code.

8. **Improvements.**

- 8.1. **Improvements or Exactions.** The Parties agree that no provision of this Agreement shall be interpreted to eliminate Master Developer's right and obligation to build, at Master Developer's expense, onsite and offsite Project infrastructure necessary to mitigate the reasonably anticipated detrimental effects that the Project will create on the area's infrastructure and environment; provided, however, that any onsite or offsite improvement or exaction required by County must comply with all applicable laws.
- 8.2. **Approval of Project Infrastructure as a Part of a Development Approval.** Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.
 - 8.2.1. **Review by County.** The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance with applicable with County Laws and this Agreement.
 - 8.2.2. **Resolution of Disputes Regarding Project Infrastructure.** If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws and this Agreement, then any such dispute shall be subject to the meet and confer provisions of **Section 7.8.**
- 8.3. **Traffic Analysis.** The Parties agree that sufficient evidence exists to show that the Project will not materially degrade the level of service of any street or intersection for up to 300 residential development units, together with their associated commercial uses that may occupy the same building(s). Unless the circumstances and assumptions that went into this analysis change over time, the County will not ask for an updated traffic analysis until this threshold has been exceeded. However, if circumstances and assumptions change, or if obvious traffic-related hazards appear, the county may ask for a review of traffic impact with each new subdivision phase. If a phase is smaller than 50 residential lots or units, an update shall not be required until the cumulative number of new lots or units exceed 50.

8.4. Project Infrastructure. Project Infrastructure includes but is not limited to the following items. Unless otherwise specified, Project Infrastructure shall be executed or installed within the timeline specified within each item:

8.4.1. Construction of Two Roundabouts. Master Developer agrees to construct, at no cost to the County, two roundabouts to facilitate the turn-around of Project related traffic. Master Developer agrees to use Project property and adjacent public rights-of-way for the siting of these roundabouts, unless Master Developer has acquired the right to locate parts of them on other property. Master Developer shall dedicate the entire area within the roundabout, including sufficient area for shoulders and adjacent drainage and utilities, to County with the first plat of the project, if not sooner. County agrees to accept the dedication as long as it meets applicable requirements.

8.4.1.1. One roundabout shall be located at the intersection of 3500 East and 2700 North (Viking Drive). This roundabout shall be installed as the first construction project onsite and prior to the issuance of the Project's first building permit.

8.4.1.2. One roundabout shall be located at approximately 3632 East Nordic Valley Road. This roundabout shall tie the future road entering the residential area of the Property from the north to Nordic Valley Road, and make provision for that road's extension northward generally along a common boundary between a property with parcel number 22-023-0073 and a property with parcel number 22-402-0006. This roundabout shall be completed prior to any construction approvals or permits for any residential development except those that directly front Nordic Valley Way north of the intersection of 3500 East and 2700 North (Viking Drive). To keep construction traffic from entering the residential neighborhood to the east of this roundabout, and until this roundabout is completed, a temporary turnaround capable of supporting construction traffic shall be installed adjacent to Nordic Valley Road in the general location of this roundabout. This temporary turnaround shall be completed prior to the issuance of any construction approvals or permits onsite except those necessary to construct the roundabout at the intersection of 3500 East and 2700 North (Viking Drive). Any damage caused to Nordic Valley Road as a result of construction traffic leaving the roadway to use the temporary turnaround shall be repaired prior to this Nordic Valley Road roundabout being deemed complete.

8.4.1.3. Each roundabout shall be constructed to the same or similar standards as the roundabout the County constructed on Skyline Drive in the Uintah Highlands area.

8.4.2. Sanitary Sewer. Master Developer shall construct or cause to be constructed a sanitary sewer system to service the Property by either (a) creating a sewer district to service the Project, or (b) connect to or be managed by an existing sewer district, or (c) connect to a future regional sewer treatment system/district.

8.4.2.1. Master Developer recognizes that the County does not provide and has no control over the sanitary sewer services for the area, and the Project is dependent on Master Developer providing sewer service to the

Property. If needed, County agrees to allow the creation of a new sewer district to service the Project.

- 8.4.2.2.** If the Project becomes part of a local district's system, Master Developer agrees to install all sewer infrastructure, to the minimum standards, or better, of the local district. If it creates its own system, Master Developer agrees to install all sewer infrastructure, to the minimum State and Weber County standards.
- 8.4.2.3.** If Master Developer elect to join a local sewer district and the local sewer district assumes responsibility for the sewer system developed on the Property, the Master Developer shall cover the cost to connect the onsite system to the local district's system, if the local district requires it. In the event this results in a reduction of Master Developer's ability to reuse reclaimed water on the Property, where allowed by the State, the County shall reduce this requirement. The reduction shall be minimized to the reasonable threshold necessary so that no reduction in reuse, or unreasonable increase in expense for the reuse, on the Property occurs.
- 8.4.3. Culinary and Secondary Water.** Master Developer shall construct or cause to be constructed culinary water and secondary water infrastructure to and across the Property.

 - 8.4.3.1.** Master Developer recognizes that the County does not provide culinary or secondary water to the area, and the Project is dependent on Master Developer providing both culinary and secondary water service to the Property.
 - 8.4.3.2.** The water main serving the property shall be of sufficient size and capacity to adequately serve the Property at full build-out.
 - 8.4.3.3.** Master Developer agrees that if the Project's sanitary sewer service provider also serves culinary or secondary water or both, and can and will serve either to the Project, Master Developer shall connect to it.
- 8.4.4. Storm Water.** Master Developer shall install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and its associated private and public streets. The system shall be sized to support the anticipated storm water and drainage detention needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided in the future. If the Project is built in phases, failure to adequately size drainage infrastructure for the Project at full build-out shall result in Master Developer rebuilding the inadequate facilities to provide for the difference prior to any further development.
- 8.4.5. Utilities and Project Infrastructure.** Master Developer shall construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application. Master Developer has an obligation to gain relevant utility provider approval for the Project. County has no obligation to assist Master Developer in gaining utility provider approval, but shall not unreasonably oppose or prohibit utility line extension to the Project when the utility is reasonably necessary to support the Project.

9. **Other Requirements, Improvements, Standards, and Regulations.**

- 9.1. **Access to Property.** Master Developer agrees to not prohibit trail access through Parcel 3 and 4 by owners of the lots currently fronting Viking Drive, except for temporary fences for operational maintenance that may be needed from time to time.
- 9.2. **Open Space Buffer.** Master Developer agrees to provide a one hundred-foot open space buffer that parallels Parcel 5, 8 and 15's eastern boundary, as illustrated on **Exhibit C**. No trees within this buffer shall be removed unless absolutely necessary to provide underground facilities, water detention/storage ponds or if it is determined that the tree is in poor health or creates a safety risk. If a tree is removed within the one hundred-foot buffer, then a tree or multiple trees of similar or better species shall be planted to provide similar or better screening for the adjacent lot or parcel to the east of the Property.
- 9.3. **Building Height Limit.** Master Developer agrees to limit any portion of a building located within one hundred feet of the center of the current intersection of Viking Drive and Nordic Valley Way to no greater than 35 feet in height.
- 9.4. **Traffic Signage.** Master Developer agrees to erect signage on both Nordic Valley Way and Nordic Valley Drive located before the roundabout specified in **Section 8.4** of this Agreement. The signage shall direct project traffic to turn around at the roundabout and not proceed through adjacent residential neighborhoods. These signs shall be erected immediately after the roundabout or a temporary turnaround, if allowed, is constructed.
- 9.5. **Workforce Housing.** As buildings are constructed, Master Developer agrees to either build floor area to provide completed workforce housing units, as described in **Section 9.5.6.1**, or reserve unfinished floor area for the future creation of workforce housing by the Weber Housing Authority, as outlined in **Section 9.5.6.2**, or some combination of the two. Workforce housing shall be regulated as follows:
- 9.5.1. **Providing Floor Area.** Sufficient floor area shall be provided to create a number of units that equals no less than five percent, rounded up to the nearest full residential unit, of (and in addition to) the developer's total allowed market-rate residential units.
- 9.5.2. **Configuration to Provide Realistic Opportunities.** The floor area shall be configured and constructed in a manner to provide realistic housing opportunities. As such the following apply:
- 9.5.2.1. Each area shall be enclosed by walls, windows, and doors, so as to provide a space that can become at least one dwelling unit. On the interior of this space the walls shall be at least roughed-in, and utilities shall be stubbed.
- 9.5.2.2. Each unit shall be no less than 300 square feet, and be configured in a manner that can be, once finished, definable as a dwelling unit by County Laws. County reserves the right to require Master Developer to design the unit to prove it can meet minimum requirements of a dwelling unit.
- 9.5.2.3. Each unit shall be provided a storage space, not included within the 300 square-foot minimum, in the same building or in the building's parking structure, that has dimensions no less than 4'x9'x8'.

- 9.5.3. Workforce Housing Metrics.** At the point that the Project has reached a certain percentage of the total allowed market-rate dwelling units, as determined by receipt of either temporary or permanent certificate of occupancy for those units, Master Developer agrees to not apply for, and County will not approve, building permits for additional construction of any part of the Project, except to provide for the workforce housing units, unless and until the floor area necessary to create at least a certain percentage of the workforce housing units has first been built by the Master Developer or provided to the Weber Housing Authority, as verified in writing by the Weber Housing Authority. Those percentages are as follows:
- 9.5.3.1.** At the point that the Project has reached 50 percent of the total allowed market-rate dwelling units, at least 25 percent of the workforce housing units shall be provided.
 - 9.5.3.2.** At the point that the Project has reached 75 percent of the total allowed market-rate dwelling units, at least 50 percent of the workforce housing units shall be provided.
 - 9.5.3.3.** At the point that the Project has reached 100 percent of the total allowed market-rate dwelling units, at least 100 percent of the workforce housing units shall be provided.
- 9.5.4. Moderate Income Housing Set Aside.** In the event a community reinvestment project area or other local area investment taxing entity is created, the following apply:
- 9.5.4.1.** County agrees to request that the community reinvestment agency allocate its available housing funds for the completion of workforce housing as described in this Agreement, if allowed by law.
 - 9.5.4.2.** If Master Developer receives housing funds from the community reinvestment agency for the completion of workforce housing, then Master Developer agrees to use those funds to complete the workforce housing units as required by this Agreement.
 - 9.5.4.3.** If community reinvestment agency allocates those funds to the Weber Housing Authority, County agrees to request that the Housing Authority use the funds for the completion of workforce housing in the Project.
- 9.5.5. Land as Collateral.** At least 15,000 square feet of developable land shall be reserved adjacent to a street, herein referred to as “Workforce Housing Collateral Land”, and deed-restricted, prior to or simultaneous with the recordation of the Project’s first subdivision plat. This land shall be up-front collateral to ensure Master Developer’s workforce housing obligations are met. The deed restriction shall stipulate that in the event these workforce housing strategies fail to fully materialize, the Workforce Housing Collateral Land shall be donated free and clear to the Weber Housing Authority. The Housing Authority may use the property for the construction of workforce housing, or to generate revenue for workforce housing within one mile of the Project, or some combination of the two. The deed restriction shall stipulate that in the event these workforce housing strategies are met, then the deed restriction will be released from the Workforce Housing Collateral Land.
- 9.5.6. Maintenance and Ownership.**

9.5.6.1. Owned by Private Owner. The Parties agree that each Workforce Housing unit Master Developer completes or causes to be completed may be privately owned, maintained, and operated. The unit's rental proceeds may be retained by the owner.

9.5.6.2. Owned by Weber Housing Authority. The Parties agree that each workforce housing unit reserved for the Weber Housing Authority to complete or cause to be completed shall be provided to the Weber Housing Authority, at no cost, for the Weber Housing Authority to construct, operate, and own. The floor area shall be reserved as follows:

9.5.6.2.1. If located in a building that contains condominiums, this space shall be included as an individual condominium and deeded fee simple to the Weber Housing Authority.

9.5.6.2.2. If located in a building that does not contain condominiums, the right to occupy this area shall be reserved exclusively for the Weber Housing Authority, at no charge, by contract or other means deemed appropriate by the Housing Authority.

9.5.6.2.3. Alternative means of reserving the space may be negotiated by Master Developer and the Weber Housing Authority.

9.5.6.2.4. County agrees to deem the obligations of this **Section 9.5.6.2** complete after the Weber Housing Authority notifies the County, in writing, of its satisfactory completion.

9.5.7. Operations and Income Verification.

9.5.7.1. Income Verification and Deed Restriction. The Parties agree that regardless of the ownership of a workforce housing unit, the unit or property on which the unit occupies shall be deed restricted in a manner that authorizes the Weber Housing Authority to oversee and enforce the income requirements for occupancy of the unit, as determined and administered by the Weber Housing Authority.

9.5.7.2. First Right of Refusal. People employed within the boundary of the Project shall have first right of refusal for renting, leasing, or purchasing the workforce housing units. If the Master Developer or Weber Housing Authority is not able to fill vacancies with Project employees, the workforce housing may be offered to others who qualify for workforce housing or moderate income housing, as defined by County Laws, provided that their primary place of work is in the Ogden Valley. The Parties agree that in the event the housing authority is still unable to fill vacancies, the housing authority may rent out a workforce housing unit to anyone at other rates, including market-rate, provided that the revenue collected in excess of what is typical for a workforce housing unit is used to further support workforce housing opportunities in the Ogden Valley.

9.6. Fire Mitigation. Unless otherwise approved by the Weber Fire District, no building greater than 35 feet in height shall be constructed until the district acquires a fire apparatus (ladder truck) of the correct size and capability to service taller structures. Master Developer agrees to provide at least 50 percent financial contribution toward the fire apparatus (ladder truck).

The size and capability shall be determined by the district based on the Project's fire protection needs. If the Master Developer and the local fire district come to a different agreement, the County shall relieve Master Developer of the obligation in this **Section 9.6**.

- 9.7. Publicly Accessible Trail System.** As part of this Agreement, and as more specifically detailed in **Exhibit "C"**, Master Developer agrees to maintain certain trails as publicly accessible and connected to the federal lands located to the west of the Project area. Public accessibility to these trails shall be maintained in perpetuity except in limited occasions as may be necessary for trail maintenance, closures to accommodate special events, or during active winter downhill ski seasons.
- 9.7.1. Trail Access.** Master Developer agrees to preserve access to trails entering Parcels 1 and 3 from the following locations along the public rights-of-way, as otherwise illustrated by **Exhibit "C"**:
- 9.7.1.1.** Where the end of 1950 North Street stubs into the Property.
 - 9.7.1.2.** At Viking Drive and approximately 3763 East, providing access along a currently platted right-of-way between lots 63 and 64 of the Silver Bell Estates No. 2 Subdivision.
 - 9.7.1.3.** Where 2400 North Street stubs into the Property.
 - 9.7.1.4.** At the Project base.
- 9.7.2. Non Motorized.** Parties agree that trails on Property will not allow motorized vehicles. Motorized vehicles operated by the owner or resort operator or their assigns are exempt.
- 9.7.3. Trail Signage.** Master Developer agrees to install signs at trail access areas that indicates something to the effect of "Motorized vehicle use could result in criminal trespass charges. Witnesses are encouraged to call the Weber County Sheriff's nonemergency line to report violators. 801-XXX-XXXX."
- 9.7.4. Trailhead Parking.** Additionally, as part of this Agreement, Master Developer agrees to maintain a minimum of 10 parking spaces in the day-skier parking lot available in perpetuity for public trailhead parking with access to the uphill trails network detailed in **Exhibit "C"**.
- 9.8. Landscaping and Vegetation.** Master Developer or Subdeveloper shall provide landscaping and vegetation for the Property as Phases are installed, as illustrated by **Exhibit "D"**. In the event any vegetation required by this Agreement dies within the first two years of installation, the Master Developer agrees to replace it during the next available planting season. Other than landscaping as part of Project Infrastructure, County agrees that landscaping may be proposed at the time of design review or other site plan review process. County agrees to not require living vegetation beyond the living vegetation proposed in **Exhibit "D"**. The Parties agree that **Exhibit "D"** is conceptual in nature and is intended to only describe the amount of acreage that will be held in native non-irrigated, native irrigated, landscape beds, and living turf (lawn) areas. It is also intended to identify the plant species and planting rates, and provide a general configuration of plantings around each type of building. Actual landscape plans submitted with either a subdivision or design review application may vary, as long as the general planting configuration described in **Exhibit "D"** is provided around each building and/or parking area. Any conflict between **Exhibit "D"** and the written text of this Agreement or County Laws shall be interpreted in favor of the written text.

9.8.1. Long-Term Landscaping Maintenance. The long-term maintenance and replacement of landscaping shall be as follows:

9.8.1.1. Private Property Landscaping. Private property owners shall be responsible for the long-term maintenance and replacement of landscaping located on their private property.

9.8.1.2. Common and Limited Common Areas. The Master Management Association shall be responsible for the long-term maintenance and replacement of landscaping located within common areas or limited common areas.

9.8.1.3. Public Rights-of-Ways. The Master Management Association shall be responsible for the long-term maintenance and replacement of landscaping located along or within the public rights-of-way located within the Project.

9.8.2. Parking Lot Vegetation. The areas on **Exhibit D** noted as Asphalt Lot and Day Skier Lot need not contain landscape islands in and between parking aisles as long as trees and shrubs are planted along Nordic Valley Way to provide a landscape screening buffer between Nordic Valley Way and the parking area. Plantings shall be sufficiently spaced to ensure the canopy of the plant species at their maturity provide a continuous tree/plant line.

9.9. Construction Management Standards. The following standards shall apply to all Project development.

9.9.1. Construction Staging Areas. Each Phase or sub-project of the Project shall designate a screened construction staging area where delivery of materials and storage of equipment can be accommodated with limited impact to adjacent residents. Individual construction staging areas shall be determined on a case-by-case basis and coordinated with the County's Engineering Division during pre-construction meetings.

9.9.2. Dust Mitigation. Dusty conditions caused by the construction of Phases or sub-phases of the Project shall be mitigated on a daily basis by water spraying as often as needed to mitigate the conditions for neighboring residents.

9.9.3. Construction Noise Mitigation. Loud construction noise shall be kept to within the hours of 7:00 AM and 7:00 PM, Monday through Saturday. Loud construction shall not be permitted on Sundays.

9.9.4. Hours of Construction Operation. Construction activity shall only occur between 7:00 AM and 8:00 PM except for large concrete pouring days that necessitate earlier morning start times.

9.9.5. Construction Delivery Routes. Project-related construction traffic shall use designated construction delivery routes to limit the impact to adjacent residents and to limit damage to existing streets. Construction delivery shall be limited to the existing Nordic Valley Way and Nordic Valley Drive, and along any street within the Project, however, at no time shall construction delivery along Nordic Valley Way or Nordic Valley Drive go beyond the roundabouts specified in **Section 8.4**.

9.10. Parking Requirements.

9.10.1. Minimum Parking Required. Master Developer agrees to the minimum parking requirements for the Project. Any conflict between these requirements and County Laws shall be interpreted in favor of these requirements. Other parking requirements of County Laws remain applicable. If the sum of all parking required is a fraction it shall be rounded up to the nearest whole number. A building or site that is occupied by multiple land uses shall provide the required parking onsite for each land use type.

Land Use	Minimum Parking Requirement
Hotel, condo-tel, or timeshare	Half a parking space per sleeping room in the hotel, condo-tel, or timeshare. If condo-tel or timeshare units are used as nightly rentals, the minimum parking required shall be never less than one per rental unit.
Multi dwelling unit buildings.	One parking spaces per dwelling unit, plus a quarter parking space for each additional sleeping room greater than two sleeping rooms, shall be provided. Visitor parking may be located either on-site or accommodated by on-street parking where on-street parking is provided and permitted.
Single family dwelling and attached single family (townhomes or twin homes) units	Two parking spaces per dwelling unit, plus one quarter parking space per unit is required for guest parking. However, if single family detached or single family attached dwellings units are used for short-term rental, parking shall be provided as otherwise required by County Laws. ,
Hotel and Commercial	No minimum onsite requirement. However, sufficient parking shall be provided in a manner that ensures Project parking does not overflow onto adjacent residential street rights-of-way.

9.10.2. Parking Enforcement. Master Developer shall contract with, or cause the landowner's association or management company to contract with one or more towing company(ies) to provide parking enforcement within the Property and along adjoining established residential streets within 1000 feet of the Project. No Project-related parking on adjoining residential streets is permitted. Priority shall be given to towing companies that can be onsite the soonest. Master Developer agrees to work with the County, owners of those residential properties, and applicable towing companies to find a mutually agreeable method to provide parking enforcement. This may include but is not limited to a stickering system, posting no parking signs, dissemination of tow company contact information, etc. Posted signs that are damaged shall be promptly replaced by Master Developer.

9.10.3. Snow Removal. The Parties agree that the Project's landowner's association or management company has the right to plow the public streets within the Project, as well as public streets that lead to the Project. Master Developer understands that additional snow removal efforts may not be provided by the County beyond the service levels that the existing area's streets are currently given. The landowner's

association shall be responsible for snow removal of public parking, both on-street and off, and for snow removal of all hard-surface pedestrian corridors within the Project. The Parties understand that the County may also provide this service from time-to-time at the County's option.

10. Payment of Fees.

Master Developer and/or a Subdeveloper shall pay to the County all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the County Laws.

11. Provision of Services.

Until or unless the Project is incorporated or annexed into a municipality or district, the County agrees to provide all County services to the Project that it provides to other residents and properties within similar areas of the unincorporated Ogden Valley including, but not limited to, police and other emergency services. Such services shall be provided to the Project at substantially the same levels of services, on the same terms, and at the same rates as provided to other residents and properties in similar areas of the unincorporated Ogden Valley.

12. Default.

12.1. Notice. If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

12.2. Contents of the Notice of Default. The Notice of Default shall:

12.2.1. Claim of Default. Specify the claimed event of Default;

12.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

12.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

12.2.4. Optional Proposed Cure. If the non-defaulting party chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

12.3. Meet and Confer. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process specified in **Section 7.8**.

12.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

12.4.1. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

12.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

12.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

12.5. Extended Cure Period. If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting party can provide evidence that it is pursuing a cure with reasonable diligence.

12.6. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

13. Notices.

All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Nordic Village Venture, LLC
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole

To the County:

Weber County
Attn: County Commission Chair
2380 Washington BLVD
Suite 360
Ogden, Utah 84401

With a copy to:

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

AND

Weber County Planning Director
2380 Washington BLVD
Suite 240
Ogden, Utah 84401

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

13.1.1. Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice.

13.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

13.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this **Section 13**.

14. Amendment.

Any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes.

14.1. Who may Submit Modification Applications. Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

14.2. Modification Application Contents. Modification Applications shall:

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

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

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

14.2.4. Map. Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

14.2.5. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

14.3. County Cooperation in Processing Modification Applications. The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

14.4. Planning Commission Review of Modification Applications.

14.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

14.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

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

14.6. Board of County Commissioners' Denial of Modification Applications. If the Board of County Commissioners does not approve the Modification Application, the Board of County Commissioners shall provide a written explanation advising the Applicant of the reasons for Denial including specifying the reasons the County believes that the

Modification Application is not consistent with the intent of this Agreement or the County Laws.

15. Miscellaneous Provisions.

- 15.1. Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties. This Agreement supersedes any past Agreement between the Parties.
- 15.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 15.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 15.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.
- 15.4.1. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property until this agreement is terminated, expired, or in any other way nonapplicable.
- 15.4.2. Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
- 15.4.3. Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this **Section 15.4**. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

- 15.4.4. Deemed Approved.** Unless the County objects in writing within thirty business days the County shall be deemed to have approved of and consented to the assignment.
- 15.4.5. Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 15.4.6. Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
- 15.4.6.1.** If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Master Developer proposed to be assigned;
- 15.4.6.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
- 15.4.6.3.** If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete master planned development.
- 15.4.7. Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 15.5. Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, and Intended Uses as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this Agreement without any required approval, review, or consent by the County except as otherwise provided herein.
- 15.6. No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
- 15.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 15.8. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the

obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

- 15.9. Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 15.10. Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Nordic Village Venture, LLC. The parties may change their designated representatives by Notice.
- 15.11. Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 15.12. Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 15.13. Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
- 15.14. Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.
- 15.15. Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this Agreement lawfully binding the County. This Agreement is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives.

SIGNATURES

COUNTY

Weber County



By: Gage Fryer, Chair
Board of County Commissioners

Date: 3/14/2023

Approved as to form and legality:

Courtlan V. Erickson
Courtlan Erickson, Deputy County Attorney

Attest:

Ricky Hatch
Ricky Hatch, CPA, Clerk/Auditor

MASTER DEVELOPER

NORDIC VILLAGE VENTURE, LLC
a Utah Limited Liability Company

By: GWC Management, LLC
a Utah Limited Liability Company
Its: Manager

By: DocuSigned by: Brandon Henrie
BRAC5706388M35
Its: Brandon Henrie, President
Date: 3/13/2023



MASTER DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Utah

On the 13th day of March, 2023, Brandon Henrie personally appeared before me who being duly sworn, did say that he is the President of **Nordic Village Venture, LLC**, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Kelsey Tucker
NOTARY PUBLIC



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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Map of Legal Description
Exhibit "C"	Open Space, Public Trails, and Public Trails Access
Exhibit "D"	Conceptual Landscape Plan

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

THE BASIS OF BEARING FOR THIS SURVEY IS N 0°02'56" EAST 5318.64 FEET, MEASURED BETWEEN THE FOUND SOUTHEAST CORNER AND THE FOUND NORTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SLB&M.

BEGINNING AT A POINT WHICH IS ON THE ON THE WESTERN RIGHT-OF-WAY LINE OF 3500 EAST, SAID POINT BEING N 87°58'12" W 2632.23 FEET ALONG THE NORTH SECTION LINE OF SECTION 32, TO THE NORTH QUARTER OF SAID SECTION, THENCE N 0°24'08" EAST 100.38 FEET ALONG THE SECTION LINE, AND N 89°35'52" W 74.05 FEET FROM THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE N 89° 42' 02" W 282.10 FEET; THENCE N 40° 49' 15" W 190.57 FEET; THENCE N 07° 58' 23" W 288.47 FEET; THENCE N 02° 50' 24" E 371.18 FEET; THENCE N 66° 37' 10" E 299.68 FEET; THENCE N 02° 58' 07" W 95.99 FEET; THENCE S 75° 14' 48" W 1832.05 FEET; THENCE N 00° 38' 43" E 635.03 FEET; THENCE N 89° 33' 56" E 535.62 FEET; THENCE S 04° 33' 34" W 11.11 FEET; THENCE S 89° 31' 36" E 1124.87 FEET; THENCE S 89° 41' 49" E 290.39 FEET TOP THE WESTERN ROW LINE OF SAID 3500 WEST; THENCE ALONG SAID SECTION LINE S 01° 20' 16" W 1167.80 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 1,118,930 S.F. OR 25.687 ACRES

AFFECTING A PORTION WEBER CO. OF PARCELS: 22-023-0045, 22-023-0020, 22-023-0086.

PARCEL 2

THE BASIS OF BEARING FOR THIS SURVEY IS N 0°02'56" EAST 5318.64 FEET, MEASURED BETWEEN THE FOUND SOUTHEAST CORNER AND THE FOUND NORTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SLB&M.

BEGINNING AT A POINT WHICH IS ON THE ON THE EASTERLY RIGHT-OF-WAY LINE OF 3500 EAST, SAID POINT BEING N 87°58'12" W 2632.23 FEET ALONG THE NORTH SECTION LINE OF SECTION 32, TO THE NORTH QUARTER OF SAID SECTION, THENCE N 0°24'08" EAST 80.50 FEET ALONG THE SECTION LINE, AND N 89°35'52" W 8.36 FEET FROM THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 32; AND RUNNING THENCE N 01° 20' 16" E 468.20 FEET; THENCE S 52° 07' 34" E 455.97 FEET;

THENCE S 13° 54' 26" W 292.09 FEET; THENCE S 73° 24' 26" W 256.31 FEET TO THE EASTERN ROW LINE OF NORDIC VALLEY WAY; THENCE ALONG SAID ROW FOLLOWING 4 COURSES, 1) THENCE N 57° 37' 39" W 3.91 FEET, 2) THENCE ALONG NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, (LONG CHORD BEARS N 29° 11' 31" W 123.07 FEET), THROUGH A CENTRAL ANGLE OF 58° 58' 57", FOR AN ARC DISTANCE OF 128.68 FEET, 3) THENCE N 00° 18' 02" E 59.09 FEET, 4) THENCE S 89° 42' 02" E 8.00 FEET, TO THE POINT OF BEGINNING. LOCATED IN THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 158,480 S.F. OR 3.628 ACRES

AFFECTING WEBER CO. PARCEL 22-023-0060

PARCEL 3

THE BASIS OF BEARING FOR THIS SURVEY IS N 0°02'56" EAST 5318.64 FEET, MEASURED BETWEEN THE FOUND SOUTHEAST CORNER AND THE FOUND NORTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SLB&M.

BEGINNING AT A POINT BEING THE WESTERN CORNER FOR LOT 94 OF THE SILVER BELL ESTATES NO. 2 SUBDIVISION, SAID POINT BEING S 0°02'56" W 1102.90 FEET ALONG THE SECTION LINE OF SECTION 32, THENCE N 89°57'04" W 3367.49 FEET, FROM THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 32; AND RUNNING ALONG SAID SILVER BELL ESTATES NO. 2 SUBDIVISION BOUNDARY

FOLLOWING SEVEN (7) COURSES: 1) THENCE S 34° 42' 02" E 1736.47 FEET; 2) THENCE S 55° 52' 02" E 1014.59 FEET; 3) THENCE S 71° 29' 02" E 531.56 FEET; 4) THENCE S 78° 42' 02" E 50.00 FEET; 5) THENCE S 11° 17' 58" W 121.53 FEET; 6) THENCE S 13° 34' 21" W 49.93 FEET; 7) THENCE S 73° 59' 14" E 237.98 FEET TO THE WESTERN LINE OF THE SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERN LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION FOLLOWING SEVENTEEN (17) COURSES, 1) THENCE S 20° 30' 14" W 70.78 FEET; 2) THENCE S 01° 30' 14" W 140.39 FEET; 3) THENCE S 16° 30' 14" W 134.78 FEET; 4) THENCE S 28° 29' 46" E 132.50 FEET; 5) THENCE S 19° 30' 14" W 96.54 FEET; 6) THENCE S 09° 30' 14" W 253.28 FEET; 7) THENCE S 45° 30' 14" W 140.34 FEET; 8) THENCE S 09° 14' 14" W 190.45 FEET 9) THENCE S 18° 30' 14" W 119.54 FEET; 10) THENCE N 73° 14' 16" W 205.08 FEET; 11) THENCE S 29° 45' 14" W 140.00 FEET; 12) THENCE S 38° 29' 04" W 254.04 FEET; 13) THENCE S 09° 12' 14" W 60.00 FEET; 14) THENCE N 84° 26' 14" E 45.91 FEET; 15) THENCE S 05° 33' 43" E 50.00 FEET; 16) THENCE S 84° 26' 14" W 220.00 FEET; 17) THENCE S 29° 36' 05" W 302.02 FEET TO THE SOUTHERN SECTION LINE OF SAIS SECTION 32; THENCE ALONG SAID SECTION LINE S 88° 56' 52" W 479.17 FEET; THENCE N 01° 22' 58" E 299.76 FEET; THENCE N 05° 00' 31" W 153.57 FEET; THENCE N 55° 47' 19" W 246.88 FEET; THENCE N 12° 37' 21" W 201.78 FEET; THENCE N 89° 39' 32" E 622.78 FEET; THENCE N 16° 51' 53" W 95.44 FEET; THENCE N 71° 30' 54" W 99.97 FEET; THENCE N 57° 03' 53" W 115.12 FEET; THENCE N 30° 25' 49" W 126.89 FEET; THENCE N 53° 03' 59" E 210.78 FEET; THENCE N 28° 57' 01" E 106.54 FEET; THENCE N 02° 10' 20" E 115.87 FEET; THENCE N 42° 07' 29" W 107.05 FEET; THENCE N 10° 43' 14" W 92.15 FEET; THENCE N 15° 16' 49" W 162.30 FEET; THENCE N 69° 58' 40" W 62.78 FEET; THENCE S 76° 49' 00" W 131.14 FEET; THENCE N 84° 11' 27" W 117.52 FEET; THENCE N 50° 49' 22" W 118.93 FEET; THENCE N 09° 10' 35" W 167.27 FEET; THENCE N 56° 03' 43" W 262.60 FEET; THENCE N 35° 50' 36" W 210.42 FEET; THENCE N 05° 28' 14" W 189.57 FEET; THENCE N 04° 22' 42" E 169.37 FEET; THENCE N 10° 53' 45" W 129.95 FEET; THENCE N 02° 16' 56" E 165.23 FEET; THENCE N 28° 14' 47" W 159.93 FEET; THENCE N 61° 05' 39" W 135.04 FEET; THENCE S 82° 43' 51" W 160.50 FEET; THENCE N 66° 06' 31" W 102.75 FEET; THENCE N 15° 41' 13" W 682.00 FEET; THENCE N 18° 53' 23" E 439.33 FEET, TO THE POINT OF BEGINNING, LOCATED IN T SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 3,752,282 S.F. 86.141 ACRES

AFFECTING A PORTION OF WEBER CO. PARCEL 22-029-0010

PARCEL 4

THE BASIS OF BEARING FOR THIS SURVEY IS N 0°02'56" EAST 5318.64 FEET, MEASURED BETWEEN THE FOUND SOUTHEAST CORNER AND THE FOUND NORTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SLB&M.

BEGINNING AT A POINT BEING THE WESTERN CORNER FOR LOT 94 OF THE SILVER BELL ESTATES NO. 2 SUBDIVISION, SAID POINT BEING S 0°02'56" W 1102.90 FEET ALONG THE SECTION LINE OF SECTION 32, THENCE N 89°57'04" W 3367.49 FEET, FROM THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 18° 53' 23" W 439.33 FEET; THENCE S 15° 41' 13" E 682.00 FEET; THENCE S 66° 06' 31" E 102.75 FEET; THENCE N 82° 43' 51" E 160.50 FEET; THENCE S 61° 05' 39" E 135.04 FEET; THENCE S 28° 14' 47" E 159.93 FEET; THENCE S 02° 16' 56" W 165.23 FEET; THENCE S 10° 53' 45" E 129.95 FEET; THENCE S 04° 22' 42" W 169.37 FEET; THENCE S 05° 28' 14" E 189.57 FEET; THENCE S 35° 50' 36" E 210.42 FEET; THENCE S 56° 03' 43" E 262.60 FEET; THENCE S 09° 10' 35" E 167.27 FEET; THENCE S 50° 49' 22" E 118.93 FEET; THENCE S 84° 11' 27" E 117.52 FEET; THENCE N 76° 49' 00" E 131.14 FEET; THENCE S 69° 58' 40" E 62.78 FEET; THENCE S 15° 16' 49" E 162.30 FEET; THENCE S 10° 43' 14" E 92.15 FEET; THENCE S 42° 07' 29" E 107.05 FEET; THENCE S 02° 10' 20" W 115.87 FEET; THENCE S 28° 57' 01" W 106.54 FEET; THENCE S 53° 03' 59" W 210.78 FEET; THENCE S 30° 25' 49" E 126.89 FEET; THENCE S 57° 03' 53" E 115.12 FEET; THENCE S 71° 30' 54" E 99.97 FEET; THENCE S 16° 51' 53" E 95.44 FEET; THENCE S 89° 39' 32" W 622.78 FEET; THENCE S 12° 37' 21" E 201.78 FEET; THENCE S 55° 47' 19" E 246.88 FEET; THENCE S 05° 00' 31" E 153.57 FEET; THENCE S 01° 22' 58" W 299.76 FEET TO THE SOUTHERN LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE S 88° 56' 52" W 413.58 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE ALONG SAID SECTION S 88° 58' 48" W 2679.23 FEET TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE ALONG SAID SECTION LINE N 00° 31' 29" E 2715.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE N 00° 32' 20" E 2716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE N 88°21'41" E 670.66 FEET; THENCE N 0°38'43" E 708.80 FEET; THENCE N 75°14'48" E 1832.05 FEET; THENCE S 2°58'07" E 95.99 FEET; THENCE S 66°37'10" W 299.68 FEET; THENCE S 2°50'24" W 371.18 FEET; THENCE S 7°58'23" E 288.47 FEET; THENCE S 40°49'15" E 190.57 FEET; THENCE S 62°03'22" W 517.63 FEET; THENCE S 34°41'57" E 80.00 FEET TO THE WESTERN BOUNDARY LINE OF SAID SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERN LINE S 1°42'02" E 987.73 FEET, TO THE POINT OF BEGINNING. LOCATED IN T SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 14,946,157 S.F. 343.117 ACRES

AFFECTING WEBER CO. PARCELS: 22-029-0008, 22-023-0019, AND A PORTION OF PARCELS: 22-029-0010, 22-023-0045, 22-023-0020, 22-023-0086.

PARCEL 5

PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 29 WHICH IS NORTH 3D50'56" EAST 201.47 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, NORDIC VALLEY ESTATES NO. 1, WEBER COUNTY, UTAH; AND RUNNING THENCE NORTH 88D13' WEST ALONG THE SOUTH LINE OF SAID SECTION 29852.61 FEET; THENCE NORTH 40D00' EAST 253.74 FEET; THENCE NORTH 59D30' WEST 220 FEET; THENCE SOUTH 13D35' WEST 28

FEET;THENCE NORTH 52D27' WEST 464.33 FEET (SHOULD BE 455.58 FEET)TO THE EAST LINE OF NORDIC VALLEY ROAD; THENCE NORTH 0D57'41"EAST 274.84 FEET (SHOULD BE 398.33 FEET) ALONG SAID EAST LINE;THENCE SOUTH 89D19'51" EAST 60.42 FEET ALONG THE SOUTH LINEOF NORDIC VALLEY ROAD; THENCE SOUTH 0D57'41" WEST 260 FEET;THENCE SOUTH 89D19'51" EAST 14.41 FEET; THENCE SOUTH 0D57'41"WEST 40 FEET; THENCE SOUTH 89D19'51" EAST 1207 FEET; THENCESOUTH 5D20'58" EAST 67.82 FEET; THENCE SOUTH 3D50'56" WEST601.75 FEET TO THE POINT OF BEGINNING.

PARCEL 6

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT ON THE EAST LINE OF 3500 EAST STREET(NORDIC VALLEY WAY) WHICH IS NORTH 81D00' EAST 50.00 FEET ANDNORTH 9D00' WEST 274.44 FEET FROM THE MOST EASTERLY CORNER OFLOT 103, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH;RUNNING THENCE NORTH 9D00' WEST 37.67 FEET, AND NORTHWESTERLYALONG THE ARC OF A 106.24 FOOT RADIUS CURVE TO THE LEFT 88.17FEET ALONG SAID EAST LINE OF 3500 EAST STREET, THENCE NORTH73D05' EAST 256.02 FEET, THENCE NORTH 13D35' EAST 4.20 FEET TOTHE TRUE POINT OF BEGINNING, RUNNING THENCE NORTH 13D35' EAST311.80 FEET, THENCE SOUTH 59D30' EAST 220 FEET, THENCE SOUTH40D00' WEST 253.74 FEET, THENCE NORTH 88D13' WEST 99.68 FEETTO THE POINT OF BEGINNING.

PARCEL 7

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH,RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT ON THE EAST LINE OF 3500 EAST STREET(NORDIC VALLEY WAY) WHICH IS NORTH 81D00' EAST 50.00 FEET ANDNORTH 9D00' WEST 274.44 FEET FROM THE MOST EASTERLY CORNER OFLOT 103, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH;RUNNING THENCE NORTH 9D00' WEST 37.67 FEET, AND NORTHWESTERLYALONG THE ARC OF A 106.24 FOOT RADIUS CURVE TO THE LEFT 88.17FEET ALONG SAID EAST LINE OF 3500 EAST STREET, THENCE NORTH73D05' EAST 256.02 FEET, THENCE NORTH 13D35' EAST 4.20 FEET;THENCE SOUTH 88D13' EAST 99.68 FEET;. THENCE SOUTH 40D WEST56.26 FEET; THENCE SOUTH 29D30' WEST 230 FEET; THENCE NORTH67D30'43" WEST 150 FEET TO POINT OF BEGINNING.

PARCEL 8

PART OF LOT 33, SILVER BELL ESTATES NO. 1, AND PART OF THENORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: MOREPARTICULARLY DESCRIBED AS BEGINNING 25.00 FEET NORTH60D00'00" WEST FROM THE MOST EASTERLY CORNER OF LOT 33,SILVER BELL ESTATES NO. 1, WEBER COUNTY, UTAH; AND RUNNINGTHENCE SOUTH 30D00' WEST 300.00 FEET TO THE EAST LINEOF 3500 EAST STREET; THENCE 6 COURSES ALONG SAID EAST LINEAS FOLLOWS: NORTH 60D00' WEST 200.02 FEET, NORTHERLYALONG THE ARC OF A 542.12 FOOT RADIUS CURVE TO THE RIGHT189.24 FEET, NORTH 40D00' WEST 233.42 FEET, NORTHERLY ALONGTHE ARC OF A 302.09 FOOT RADIUS CURVE TO THE RIGHT 179.26FEET, NORTH 6D00' WEST 252.68 FEET, AND NORTHERLY ALONGTHEARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT 202.24 FEET;THENCE NORTH 17D00' EAST 545.66 FEET; THENCE NORTH 67D30'43"WEST 450.00 FEET; THENCE NORTH 29D30' EAST

230 FEET; THENCE NORTH 40° EAST 56.26 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE SOUTH 88°13' EAST ALONG SAID NORTH LINE 852.61 FEET TO A POINT NORTH 35°56' EAST 201.47 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, NORDIC VALLEY ESTATES NO. 1; THENCE SOUTH 35°56' WEST 201.47 FEET TO THE WEST LINE OF NORDIC VALLEY ESTATES NO. 1, WEBER COUNTY, UTAH; THENCE 4 COURSES ALONG SAID WEST LINE AS FOLLOWS: SOUTH 33° EAST 410.00 FEET, SOUTH 19°50'07" WEST 442.42 FEET, SOUTH 41°52' WEST 516.27 FEET AND SOUTH 60° EAST 210.65 FEET TO THE POINT OF BEGINNING.

PARCEL 9

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 057°41' EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 60.42 FEET SOUTH 89°19'51" EAST ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89°19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 057°41' WEST 260.00 FEET; THENCE NORTH 89°19'51" WEST 167.54 FEET; THENCE NORTH 057°41' EAST 260.00 FEET TO THE POINT OF BEGINNING.

PARCEL 10

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 057°41' EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 227.96 FEET SOUTH 89°19'51" EAST ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89°19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 057°41' WEST 260.00 FEET; THENCE NORTH 89°19'51" WEST 167.54 FEET; THENCE NORTH 057°41' EAST 260.00 FEET TO THE POINT OF BEGINNING.

PARCEL 11

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 057°41' EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 395.50 FEET SOUTH 89°19'51" EAST ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89°19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 057°41' WEST 260.00 FEET; THENCE NORTH 89°19'51" WEST 167.54 FEET; THENCE NORTH 057°41' EAST 260.00 FEET TO THE POINT OF BEGINNING.

PARCEL 12

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 58.01 FEET EAST 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT OF WAY LINE OF 3500 EAST STREET AND 563.04 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD FROM THE NORTHEAST CORNER OF LOT 102 SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 0D57'41" WEST 260.00 FEET, THENCE NORTH 89D19'51" WEST 167.54 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.000 ACRE.

PARCEL 13

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT OF WAY LINE OF 3500 EAST STREET AND 730.58 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 0D57'41" WEST 260.00 FEET, THENCE NORTH 89D19'51" WEST 167.54 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.00 ACRE.

PARCEL 14

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD, WHICH IS 803.22 FEET NORTH 3D50'56" EAST 189.82 FEET NORTH 5D20'07" WEST 177.57 FEET NORTH 3D50'56" EAST AND NORTH 89D19'51" WEST 168.07 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, NORDIC VALLEY ESTATES NO. 1, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 41D40' WEST 345.98 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET, THENCE SOUTH 89D19'51" EAST 226.93 FEET TO THE POINT OF BEGINNING.

PARCEL 15

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE SOUTH LINE OF NORDIC VALLEY ROAD WHICH IS NORTH 3D50'57" EAST 803.22 FEET, NORTH 5D20'07" WEST 189.82 FEET AND NORTH 3D50'56" EAST 177.57 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, NORDIC VALLEY ESTATES NO. 1 WEBER COUNTY, UTAH; RUNNING THENCE NORTH 89D19'51" WEST 168.07 FEET ALONG SAID SOUTH LINE OF NORDIC VALLEY ROAD, THENCE SOUTH 41D57' WEST 345.98 FEET; THENCE NORTH 89D19'51" WEST 790.59 FEET; THENCE SOUTH 0D57'41" WEST 40 FEET; THENCE SOUTH 89D19'51" EAST 1207 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 3D50'56" WEST 177.57 FEET AND SOUTH 5D20'07" EAST 122 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING, THENCE NORTH 5D20'07" WEST 122 FEET, THENCE NORTH 5D50'56" EAST 177.57 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" GENERAL MAP OF LEGAL DESCRIPTION

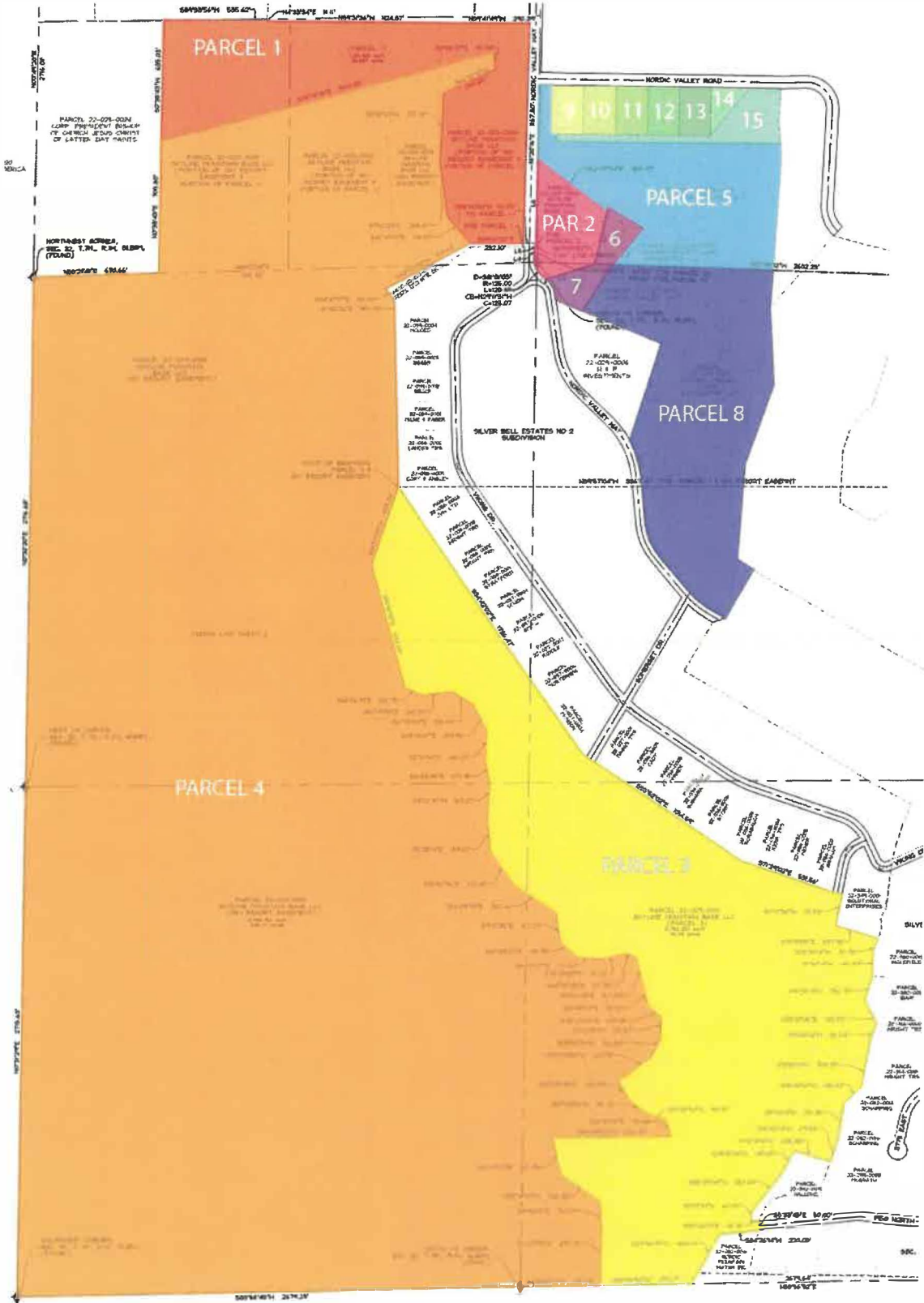
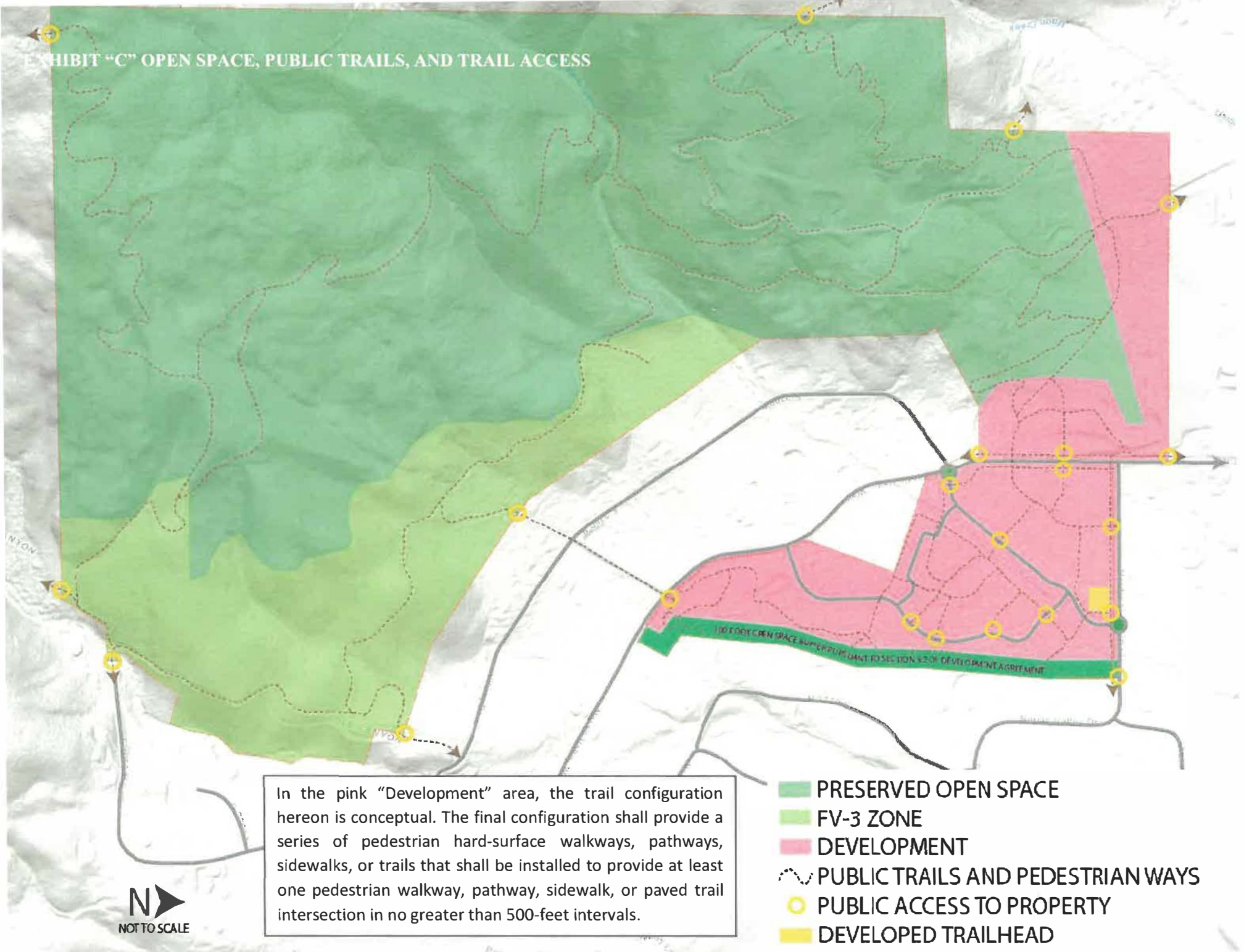






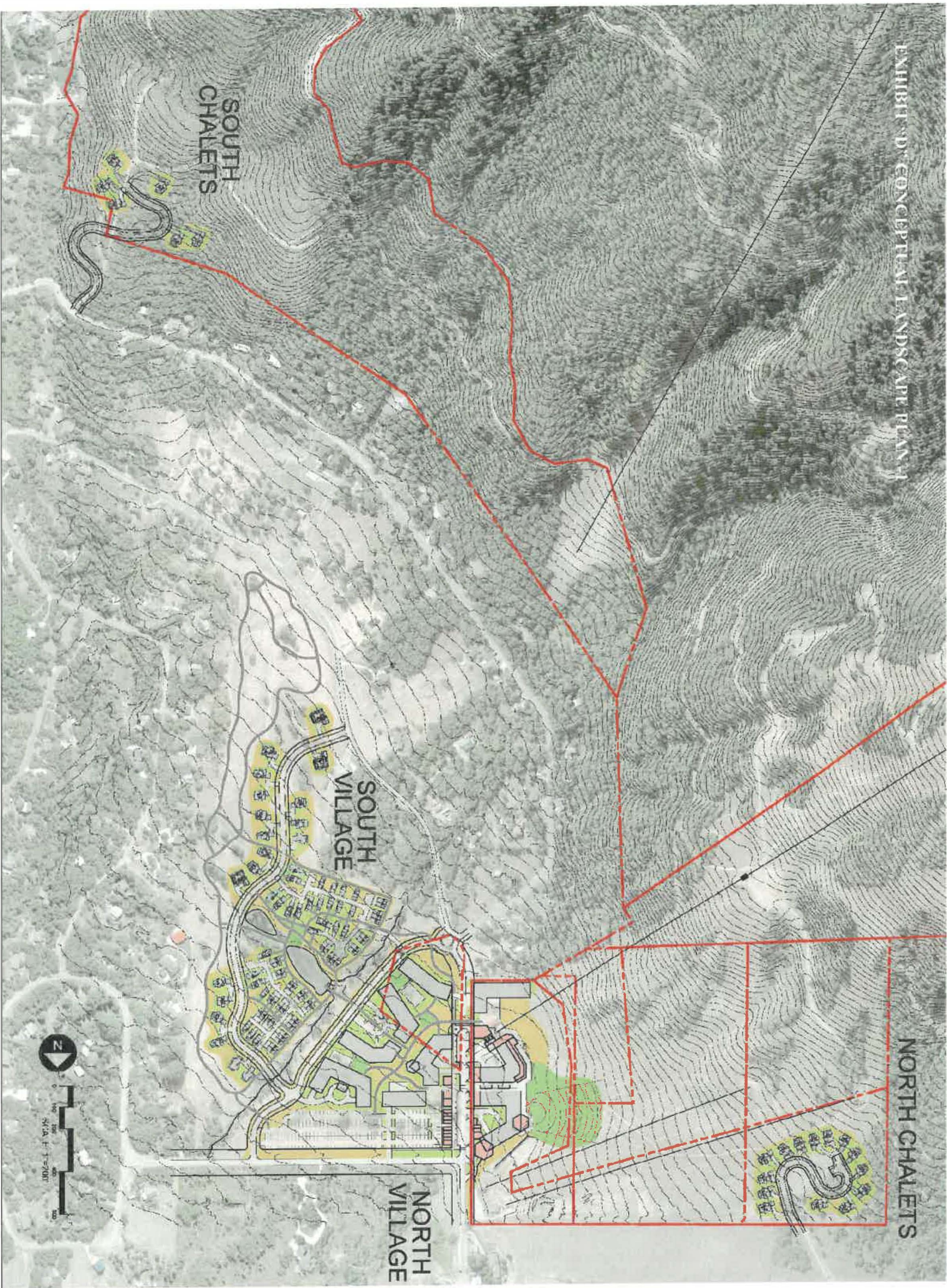


EXHIBIT "C" OPEN SPACE, PUBLIC TRAILS, AND TRAIL ACCESS



In the pink "Development" area, the trail configuration hereon is conceptual. The final configuration shall provide a series of pedestrian hard-surface walkways, pathways, sidewalks, or trails that shall be installed to provide at least one pedestrian walkway, pathway, sidewalk, or paved trail intersection in no greater than 500-foot intervals.

-  PRESERVED OPEN SPACE
-  FV-3 ZONE
-  DEVELOPMENT
-  PUBLIC TRAILS AND PEDESTRIAN WAYS
-  PUBLIC ACCESS TO PROPERTY
-  DEVELOPED TRAILHEAD



SOUTH CHALETS

SOUTH VILLAGE

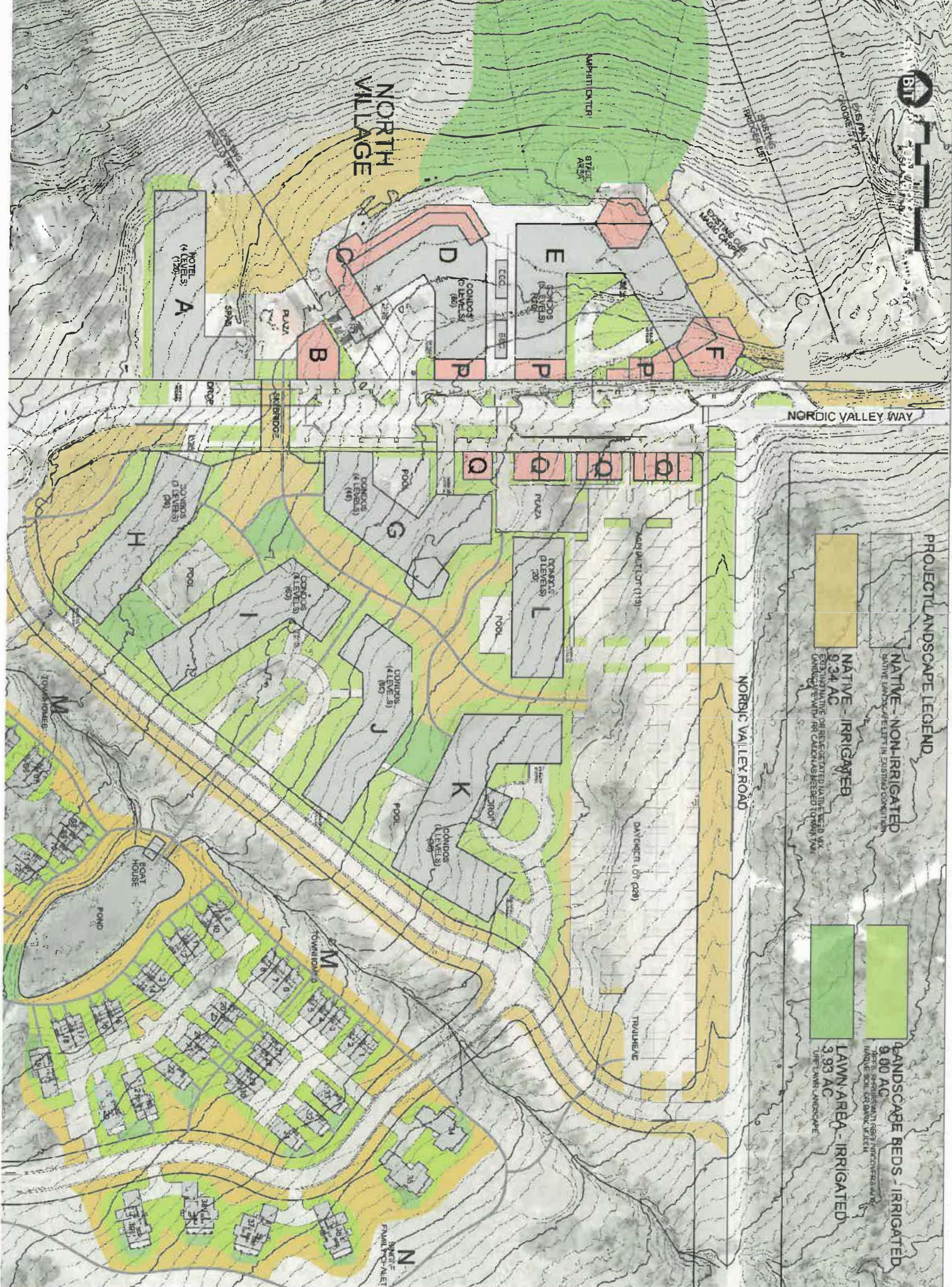
NORTH VILLAGE

NORTH CHALETS





NORTH VILLAGE



PROJECT LANDSCAPE LEGEND

-  NATIVE - NON-IRRIGATED
NATIVE LANDSCAPE LEFT IN EXISTING CONDITION
-  NATIVE - IRRIGATED
9.34 AC
80% NATIVE, 20% PERPETUATED NATIVE WITH CONTINGENT W/ PER CALICUS RESERVE TRACT
-  LAWN AREA - IRRIGATED
9.00 AC
70% PERPETUATED NATIVE, 30% LAWN
-  LAWN AREA - IRRIGATED
3.93 AC
100% LAWN LANDSCAPE


PROJECT LANDSCAPE LEGEND

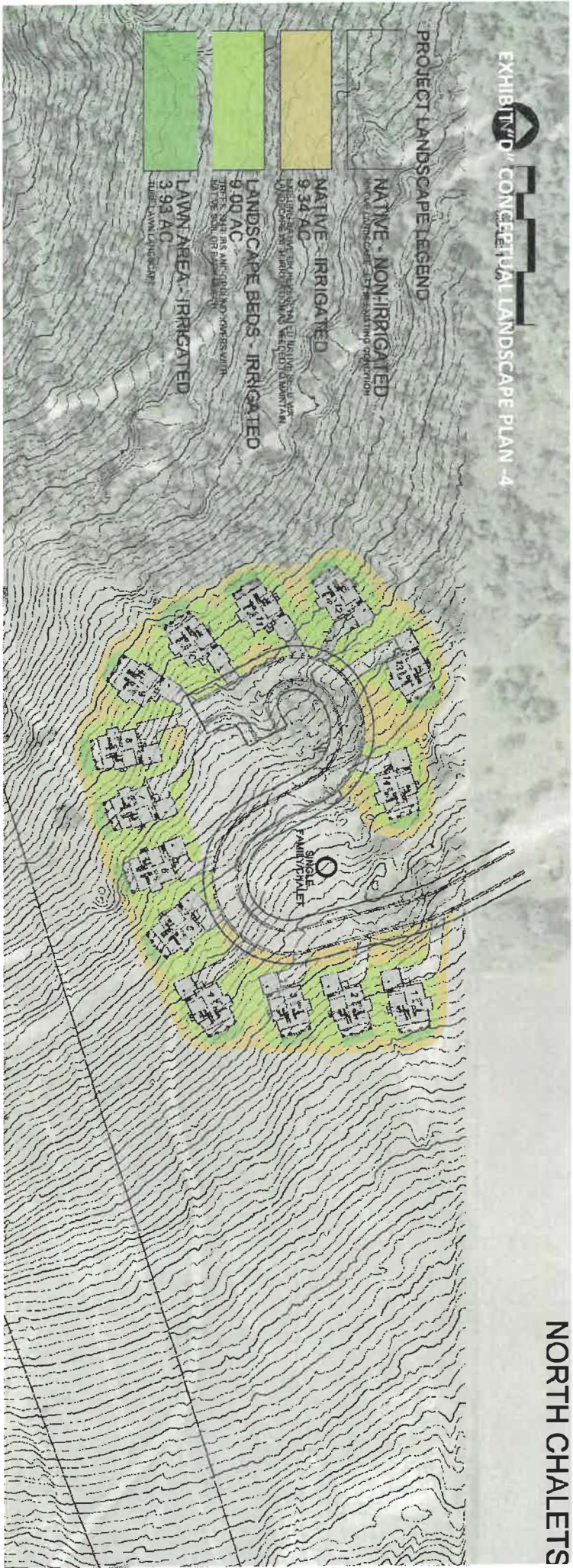
- NATIVE - NON-IRRIGATED**
9.24 AC
EXISTING NATIVE PLANTS TO REMAIN WITH MINOR REPLACEMENTS
- NATIVE - IRRIGATED**
9.24 AC
EXISTING NATIVE PLANTS TO REMAIN WITH MINOR REPLACEMENTS
- LANDSCAPE BEDS - IRRIGATED**
9.00 AC
LARGE SPACES OF PLANTINGS WITH LIMITED GRASS
- LAWN AREA - IRRIGATED**
3.93 AC
TYPE LAWN PLANTINGS



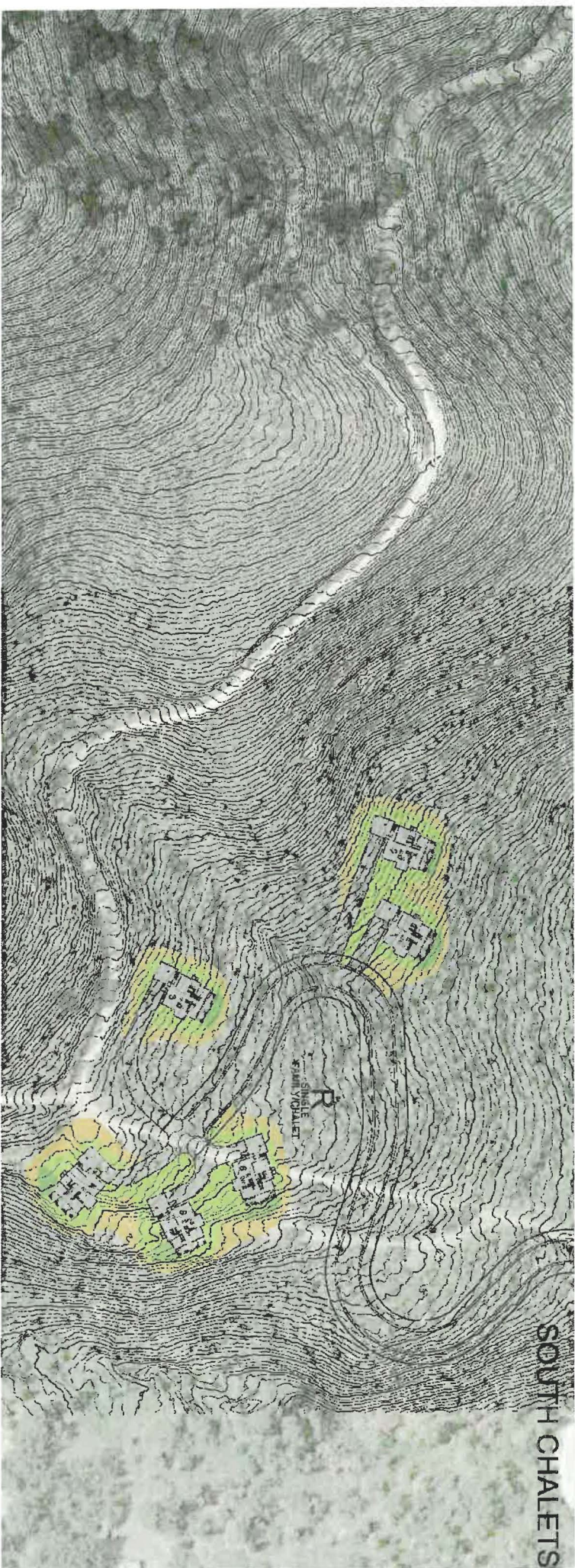
SOUTH VILLAGE

PROJECT LANDSCAPE LEGEND

-  NATIVE - NON-IRRIGATED
Native landscape - 100% existing vegetation
-  NATIVE - IRRIGATED
9.34 AC
Native landscape with irrigation system
-  LANDSCAPE BEDS - IRRIGATED
9.00 AC
Tree, shrub and ground cover with irrigation system
-  LAWN AREA - IRRIGATED
3.93 AC
Lawn area with irrigation system

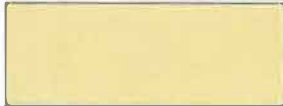


NORTH CHALETS



SOUTH CHALETS

EXHIBIT "D" CONCEPTUAL LANDSCAPE PLAN -5



NATIVE - IRRIGATED
9.34 AC

ALL DISTURBED AREAS ARE TO BE SEEDED WITH STANDARD SEED MIXTURE.

<u>SPECIES</u>	<u>PLANTING RATE</u>	<u>LBS OF SEED PER ACRE</u>
LOLIUM PERENNE	PERENNIAL RYEGRASS	8.75
ELYMIUS TRACHYCAULUS	SLENDER WHEATGRASS	7.00
PSEUDOROEGNERIA SPICATA V. SECAR	BLUEJUNCH WHEATGRASS	5.25
PASCOPYRUM SMITHII	WESTERN WHEATGRASS	5.25
FESTUCA OVINA	SHEEP FESCUE	3.50
LINUM LEWISII	BLUE FLAX	1.00
A. TRIDENTATA SP. WYOMINGENSIS	SAGEBRUSH	1.25
TOTAL		32.00



LANDSCAPE BEDS - IRRIGATED
9.00 AC

GRASSES

ANDROPOGON GERARDII
BOUTELOUA GRACILIS
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'
CALAMAGROSTIS BRACHYTRICHA*
CAREX SPP*
FESTUCA OVINA GLAUCA*
HELICHTOTRICHON SEMPERVIRENS
PENNISSETUM ALOPECUROIDES 'HAMELN' *
SCHIZACHYRIUM SCOPARIUM
PANICUM SPP.
MISCANTHUS SPP*

BIG BLUESTEM
GRAMA GRASS
FOERSTER'S FEATHER REED GRASS
KOREAN FEATHER REED GRASS
CAREX
ELIJA BLUE FESCUE
BLUE OAT GRASS
HAMELN DWARF FOUNTAIN GRASS
LITTLE BLUESTEM
SWITCHGRASS
MAIDEN GRASS

VINES

CLEMATIS COLUMBIANA
LONICERA

BLUE MOUNTAIN OR ROCK CLEMATIS
MOUNTAIN HONEYSUCKLE, I WINBERRY

SHRUBS

ARONIA
ARTEMISIA SCHMIDTIANA 'SILVER MOUND'
BARBERIS SPP*
BUXUS MICROPHYLLA KOREANA *
CARAGANA ARBORESCENS*
CALLICARPA DICHOTOMA
CALLUNA SPP*
CARYOPTERIS SPP.*
CEANOOTHUS VELUTINUS
CHAENOMELES SPP
CORNUS SPP
COTONFASTER SPP*
DAPHNE SPP*
EUONYMUS ALATAS
EUONYMUS FORTUNEI
EUONYMUS JAPONICUS
EUONYMUS FORSYTHIA HYBRIDA*
GENISTA LYDIA
HYPERICUM SPP*
JUNIPERUS SPP.*

SILVER MOUND ARTEMESIA
BARBERRY
KOREAN BOXWOOD
SIBERIAN PEASHRUB
BEAUTYBERRY
HEATHER
BLUEBEARD
SNOWBUSH
FLOWERING QUINCE
DOGWOOD SPP
CANTONFASTER
DAPHNE
BURNING BUSH
WINTERCREEPER
BOXLEAF JAPANESE
FORSYTHIA
SPANISH GORSE
ST. JOHN'S WORT
JUNIPER

HYDRANGEA QUERCIFOLIA
HYDRANGEA PANICULATA 'GRANDIFLORA'
HYDRANGEA ILEX SPP. *
LAVANDULA ANGUSTIFOLIA*
LIGUSTRUM SPP*
MOHONIA SPP*
PEROVSKIA ATRIPLICIFOLIA*
PHYSOCARPUS SPP
PRUNUS INCISA 'RINPO' ZUZU
PINUS SPP*
RHUS SPP*
RHUS AROMATICA 'GRO LOW'*
RHAMNUS FRANGULA
RIBES SPP
ROSA
SAMBUCUS SPP
SORBARIA SORBIFOLIA
SPIRAEA X VANHOUTTEI
SPIRAEASYMPHORICARPOS ORBICULATUS
SYRINGA VULGARIS*
THUJA SPP*
VACCINIUM OVATUM*
VIBURNUM I ANTANA*
VIBURNUM LENTAGO*
VIBURNUM TRILOBUM*

TREES

ARIFS CONCOI OR*
ACER GINNALLA
ACER GLABLUM
ACER GRANDIDENTATUM
ACER GRISEUM
CRATAEGUS DOUGLASII*
CRATAEGUS MORDENENSIS 'TOBA'*
JUNIPERUS OSTEOSPERMA*
JUNIPERUS SCOPULORUM*
MALUS 'SPRING SNOW'
MALUS 'RADIANI'
PINUS MONOPHYLLA*
POPULUS ACUMINATA
POPULUS TREMULOIDES
POPULUS TREMULA 'ERECTA'
PRUNUS MAACKIAMUR
PRUNUS VIRGINIANA 'SHUBERT'
PRUNUS CERASIFERA 'NEWPORT'
PICEA ENGELMANNII*
PICFA PLINGENS*
PINUS ARISTATA*
PINUS NIGRA*
QUERCUS GAMBELII
QUERCUS RUBRA*
SORBUS SCOPULINA*

OAKLEAF HYDRANGEA
PEEGEE
HOLLY
ENGLISH LAVENDAR
RIVET
OREGON GRAPE
RUSSIAN SAGE
NINEBARK
ORNAMENTAL CHERRY
DWARF AND ORNAMENTAL PINES
SUMACS
FRAGRANT SUMAC
TALLHEDGE
CURRANI
ROSES + CLIMBING VARIETIES
ELDERBERRY
ASH LEAF SPIREA OR URAL FALSESPIREA
VANHOUTTE
CORALBERRY BUCKBRUSH
COMMON LILAC
ARBOR-VITAE
EVERGREEN HUCKLEBERRY
WAYFARINGTREE VIBURNUM
NANNYBERRY VIBURNUM
AMERICAN CRANBERRYBUSH

WHITE FIR
AMUR MAPLE
ROCKY MOUNTAIN MAPLE
BIG TOOTH MAPLE
PAPERBARK MAPLE
DOUGLAS HAWTHORN
TOBA HAWTHORN
UTAH JUNIPER
ROCKY MOUNTAIN JUNIPER
SPRING SNOW CRABAPPLE
RADIANI CRABAPPLE
SINGLE LEAF PINYON PINE
COTTONWOOD
QUAKING ASPEN
SWEDISH ASPEN
CHOKECHERRY
SCHUBERT CHOKECHERRY
NEWPORT PLUM
ENGELMANN SPRUCE
BLUE SPRUCE
BRISTLE PINE
AUSTRIAN PINE
GAMBEL OAK
NORTHERN RED OAK
DWARF MOUNTAIN ASH

* DEER RESISTANT