



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	A public hearing to consider approval of an ordinance and development agreement to apply a Master Planned Development Overlay zone on 257 acres of property zoned RE-15, RE-20, FR-3, F-5, CVR-1 and AV-3. Project located near 3718 N Wolf Creek Drive, Eden.
Application Type:	Legislative
Agenda Date:	Tuesday, August 15, 2023
Applicant:	John Lewis
File Number:	ZMA 2022-01.2

Property Information

Approximate Address:	3718 N Wolf Creek Drive
Zoning:	RE-15, RE-20, FR-3, O-1, F-5, and AV-3
Existing Land Use:	Residential, Commercial, Resort
Proposed Land Use:	Master Planned Overlay Zone

Adjacent Land Use

North:	Resort	South:	Resort
East:	Resort	West:	Resort

Adjacent Land Use

Report Presenter:	Steve Burton sburton@webercountyutah.gov 801-399-8766
Report Reviewer:	RG, CE

Previous Planning Commission Action

On October 25, 2022, the Ogden Valley Planning Commission unanimously (5-0 vote) recommended approval of the proposal, as presented in this report, to the County Commission, based on the following findings:

1. The proposal implements a meaningful element from the general plan, specifically the transfer of density rights and providing important public street connections that allow for pedestrian and vehicle connectivity.
2. The proposal was considered by the Legislative Body, in conformance with Chapter 102-5 of the County Land Use Code.
3. The applicant prefers to move the townhomes so that the single family lots are closer to the northern boundary in the Cobabe Ranch area.

Development History

Wolf Creek Resort has been a Master Planned Resort Community since the early 1980's. In October of 2002, the developer of Wolf Creek Resort petitioned the County to rezone certain development areas, within the resort, and amend the original master plan and agreement. The 2002 Wolf Creek master plan amendment was approved as Contract# C2002-139 and recorded with the Weber County Recorder's Office as Entry# 1883524.

In March of 2016, an amended development agreement was approved and recorded that clarified the density rights of certain developers, including John Lewis, of property in the boundaries of the Wolf Creek resort. This agreement was recorded as Entry number 2784398 and is used as a basis to understand John Lewis's development rights as they pertain to this application.

Summary

There are three areas that are proposed to be rezoned to the Master Planned Overlay zone. The developer refers to them as The Exchange, Eagle Crest, and Cobabe Ranch and is proposing to transfer existing density to these areas so that there is no increase in density units. The developer will use their existing entitlements from the Wolf Creek development agreement as well as other entitlements outside of the development agreement.

The Exchange will include 144 units, Eagle Crest will include 192 units, and Cobabe Ranch will include 101 units. A total unit count of 437. Out of these 437 units, the developer is proposing to transfer 80 units from outside of the Wolf Creek Resort and to include them in the Eagle Crest development plan. These units would come from the Ogden Valley Floor and the developer would not be able to plat these 80 units until they show the units have been successfully transferred in accordance with the land use code.

The remainder of the proposed Master Planned Development units (357) come from the developer's existing entitlements. Out of the 357 units, 216 come from the developer's pot of units outlined in the Wolf Creek Resort development agreement (Entry # 2784398). These are known as Wolf Creek Resort entitlements. The exhibit below shows the hi-lighted units owned by John Lewis that will be assigned to the three Master Planned development areas proposed.

Exhibit Showing number of John Lewis units from WC Resort development agreement e#2784398

DEVELOPMENT PARCEL/UNITS			
Zoning Parcel No. (see Exhibit "A")	Zone(s)	Successor Developer	Total Units Assigned
Parcel 1	RE-15	Bridges Holding LLC	413
Parcel 3	FR-3	WCU, LLC	73
Parcel 4	FR-1	WCU, LLC	1
Parcel 8	RE-15	Eden Village	13
Parcel 10	FR-3	Capon Capital	61
Parcel 12	CVR-1	WCU, LLC	101
Parcel 12	CVR-1	WCU, LLC	61
Parcel 12	CV-2	KRK Wolf Creek	40
Parcel 14	CV-2	KRK Wolf Creek	35
			798

As part of the rezoning to MPD overlay zoning, the developer will enter into a development agreement with the County that clarifies that the hi-lighted units from E# 2784398 are now part of the MPD overlay and can no longer be developed elsewhere. The agreement will include maps of The Exchange, Eagle Crest, and Cobabe Ranch to show what will be developed.

The following is an analysis of the request as it relates to the Ogden Valley General Plan and the Land Use Code.

Analysis

General Plan: The Ogden Valley General Plan supports the "transfer of existing development rights as the primary means to increase densities in suitable project areas while proportionately decreasing density in other areas" (Land Use Implementation 1.1.1, Page 15). This proposal includes 80 development rights that will be transferred from outside of the Wolf Creek Resort Boundaries into the Eagle Crest development area. The transferring of units from the valley floor to Eagle Crest follows the TDR policy of the general plan.

The developer has also recently worked with surrounding landowners to dedicate sufficient right of way for Fairways Drive to connect out to 4100 N. This right-of-way dedication will allow for public street connectivity and mobility in the Eden area and will be a major public thoroughfare (80 feet wide) and will serve as a main connection from Eden to Liberty. Fairways drive will have at least one 10 foot wide multi-use paved pathway to provide a non-motorized connection to recreation areas and future commercial village areas throughout the valley. The dedication of Fairways drive follows Transportation Goal 1 of the general plan to "enhance mobility and connectivity, reduce congestion..." (Page 41).

Master Planned Development Overlay Zone: The land use code section 104-27-1(b) offers the following as the purpose of the master planned development overlay zone:

A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.

The MPD overlay ordinance allows deviations from the requirements of the underlying zone, if the proposal “substantially advances the implementation of a significant and meaningful general plan goal, principle, or implementation strategy”. There are proposed deviations from the lot standard requirements of the underlying zoning (RE-20 in Eagle Crest, F-5 in Cobabe, and RE-15 and O-1 in The Exchange). Staff feels that the public street connectivity and the TDR element of the proposal warrant an approval of the Master Planned Overlay Zone in the proposed areas.

Eagle Crest: The Eagle Crest development area currently has 90 units that were granted as part of the Eagle Ridge Master Plan from the 1990’s. The previous master plan and development agreement showed 22 single-family lots and 68 townhomes in the location of Eagle Crest. The developer is proposing to plat 10 twelve-plex units (120 condo units) and 18 four-plex units (72 townhome units) for a total of 192 units in this area. This means the developer needs to account for 102 units.

The developer is proposing to transfer 22 units from the John Lewis pot of Wolf Creek Resort units and is also proposing to transfer 80 units from the valley floor to Eagle Crest to be able to account for the 102. With the 90 original Eagle Crest units, the total unit count is 192. Below is an image of the proposed Eagle Crest Development Area.



The Exchange: The development area referred to as The Exchange will be a mixed-use area with 144 units proposed. There will be 8 ten-plex buildings and 4 sixteen-plex units. 139 of these units come from the John Lewis pot of Wolf Creek Resort units and 5 units come from adjacent RE-15 zoning owned by John Lewis.



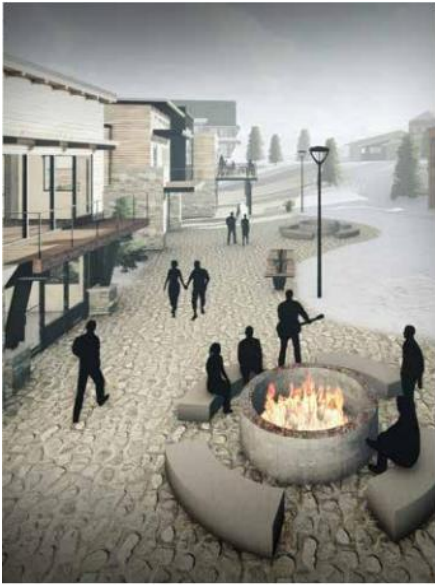
Cobabe Ranch: The Cobabe Ranch Subdivision consists of 33 single family residential lots between 2 and 3 acres in size with 150 feet of frontage. There are also proposed to be 17 four-plex townhomes (68 units) a total of 101 units. 46 units exist from the existing zoning of the property, and 55 are proposed to be transferred from the John Lewis pot of Wolf Creek Resort units.



Architecture Design: The style of architecture proposed for the single-family, townhome, multi-family and commercial buildings in these three areas is considered Mountain Modern. The developer has provided the following description of mountain modern for the Planning Commission consideration:

- Building form has a low maintenance design with sharp, modern edges and a neutral color pallet
- Low pitched metal or flat roofs
- Exposed wooden timbers with wood and stone siding with an emphasis on texture
- Abundance of large windows to take advantage of the natural light and scenic views
- Balconies for indoor/outdoor living
- Low water use, xeriscape landscaping with native plants





Cluster Development: MPD overlay zone states that subdivisions in a master planned development overlay zone shall comply with the requirements of the county cluster code, and that specific deviations from the cluster requirements can be granted by the planning commission and county commission if the deviation offers a better community outcome or better contributes to the implementation of a significant and meaningful general plan goal, principle, or implementation strategy.

The Cobabe Ranch development area contains 160 acres of net developable area, approximately 13 acres will be preserved as common area open space with public access trails.

Open Space: The open space throughout these developments is primarily located in the Eagle Crest (20 acres) and Cobabe Ranch (13 acres) development areas. With the exception of soft trails running through these developments, the developer has proposed natural, well maintained open space parcels intended mostly as a visual benefit. Staff recommends that the natural, xeriscaped, landscaping with trees be approved, to preserve water in this area. More specific landscaping plans will be reviewed with each subdivision plat submittal.

Street Configuration: Prior to submitting the proposal, the developer met with staff to discuss street configuration. The proposal includes public street stubs to adjacent development areas. The proposal will provide a major connection from Liberty to Eden with Fairways Drive. The proposal will also connect the Trappers Ridge Subdivision and Bighorn Parkway to Wolf Creek Drive. A 10 foot wide paved pedestrian pathway will be required along the main connector in Cobabe Ranch and Fairways Drive.

The development agreement spells out that a crash gate will be placed near the boundary between Cobabe Ranch and the Trappers Ridge Community. The agreement states that the county has sole discretion on when the gate will be taken down, and that the maintenance and operations of the gate will be handled by the HOA for Cobabe Ranch.

General Uses: The proposed land uses are single family residential, two-family residential, multi-family residential, retail commercial, and hotel.

Short Term Rental: The Eagle Crest development will prohibit short term rentals. The multi-family and townhome units in the Exchange and Cobabe Ranch development are proposed to have short term rentals permitted, as allowed by county code. The single family lots in Cobabe Ranch will prohibit short term rentals.

Transfer of Density: Regarding the 80 units that the developer will transfer from outside of the Wolf Creek Resort, the MPD overlay zoning ordinance states that an MPD overlay zone may be designated as a receiving area for transferrable development rights. The developer will be required to show that the right have been successfully transferred and retired from a sending area before they are allowed to plat the first 80 units.

Summary of County Commission Considerations

Section 102-5-6 of the Land Use Code provides direction regarding the duties of the County Commission when taking action on legislative items such as rezones:

A decision to amend the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and County Commission are encouraged to consider the following factors, among other factors they deem relevant:

Each of the following sections is the staff's analysis of relevant factors when considering a rezone request. The following sections provide information to help the County Commission evaluate the request. Each subsequent section will be titled, County Rezoning Procedure (with its relevant factor).

County Rezoning Procedure (a)

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

The Ogden Valley General Plan supports the "transfer of existing development rights as the primary means to increase densities in suitable project areas while proportionately decreasing density in other areas" (Land Use Implementation 1.1.1, Page 15). This proposal includes 80 development rights that will be transferred from outside of the Wolf Creek Resort Boundaries into the Eagle Crest development area. The transferring of units from the valley floor to Eagle Crest follows the TDR policy of the general plan.

County Rezoning Procedure (b)

- a. *Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.*

All three of the proposed development areas are within, or within close proximity to the Wolf Creek Resort Area boundaries. As a mixed-use development with several development types, the proposal, with the proposed architecture and open space features, is similar, and may be considered compatible with existing development in the area.

After listening to the residents in this area, the developer has made concessions to ensure that the proposal is compatible with surrounding residential uses by prohibiting short term rentals in certain areas, and moving the larger single family lots toward the single family residences near the Trapper's Ridge Development.

County Rezoning Procedure (c)

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

The proposal is not anticipated to adversely affect adjacent property. The proposal will benefit many of the adjacent properties by providing new public streets, trails, and access to public infrastructure. Typically, the possibility of adverse effects to adjacent properties are addressed at a subdivision level, where the developer provides engineered drawings to address issues like drainage, high groundwater, and geologic hazards. Given that these will be reviewed at the subdivision level, adverse effects are not anticipated to impact adjacent properties.

County Rezoning Procedure (d)

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

When the developer submits a subdivision application, the proposals will need to comply with any stream corridor setback requirements, geologic hazard mitigation recommendations, and other sensitive lands regulations that are written into the county's subdivision code. It is expected that by following these regulations, that the property can be developed in a manner that will not substantially degrade natural/ecological resources and sensitive lands.

County Rezoning Procedure (e)

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

The Planning Staff and Planning Commission did not request a traffic mitigation plan before making a recommendation regarding this rezone. The County Commission may request a traffic mitigation plan before making a decision. It is the recommendation of staff to require a traffic mitigation plan at the time the developer submits specific plans for subdivision approvals because it is at that time that the applicant will have more specific lot layout and use plans.

County Rezoning Procedure (f)

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

Staff has not reached out to police, schools, and refuse collection to determine if adequate services exist for this rezone, as it is expected that the 437 units will be constructed over 15 years, during which time such services will be able to expand as needed. The County Commission may choose to further consider the adequacy of facilities and services intended to serve the subject property, before approving this rezone and development agreement.

Model Motion

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

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

I move that we approve File # ZMA 2022-01.2 and ordinance # _____, an applicant driven rezone application to apply the MPD Overlay zone on 257 acres of property zoned RE-15, RE-20, FR-3, F-5, CVR-1 and AV-3. Property located near 3718 N Wolf Creek Drive, Eden. **I do so with the following findings:**

Example findings:

- The zone change is supported by the Ogden Valley General Plan.
- [_____ add any other desired findings here _____].

Motion to **table**:

I move that we **table** action on File # ZMA 2022-01.2, an applicant driven rezone application to apply the MPD Overlay zone on 257 acres of property zoned RE-15, RE-20, FR-3, F-5, CVR-1 and AV-3, **to [_____ state a date certain _____], so that:**

Examples of reasons to table:

- We have more time to review the proposal.
- Staff can get us more information on [_____ specify what is needed from staff _____].
- The applicant can get us more information on [_____ specify what is needed from the applicant _____].
- More public noticing or outreach has occurred.
- [_____ add any other desired reason here _____].

Motion to recommend **denial**:

I move that we deny File # ZMA 2023-05, an applicant driven rezone application to apply the MPD Overlay zone on 257 acres of property zoned RE-15, RE-20, FR-3, F-5, CVR-1 and AV-3. Property located near 3718 N Wolf Creek Drive, Eden. **I do so with the following findings:**

Examples of findings for denial:

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

Exhibits

Exhibit A – Proposed Development Agreement

Exhibit B – Draft ordinance for adoption.

When recorded, return to:
Wolf Creek Resort Holdings, LLC
3718 N Wolf Creek Drive
Eden, UT 84310

For recorder's use only

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

**Wolf Creek Resort Holdings, LLC
WCU, LLC**

**Wolf Creek Exchange, LLC
Eagle Crest, LLC
Cobabe Ranch, LLC
Elkhorn, LLC**

Wolfgange E. Korndoerfer Trust

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List of Exhibits**Exhibit A: Zoning Map****Exhibit B: Density Transfer Map****Exhibit C: The Exchange Site Plan****Exhibit D: The Exchange Architectural Depictions****Exhibit E: Commercial Valley Resort Recreation Zone (CVR-1) Ordinance****Exhibit F: Eagle Crest Site Plan****Exhibit G: Eagle Crest Architectural Depictions****Exhibit H: Forest Residential Zone (FR-3) Ordinance****Exhibit I: Cobabe Ranch Townhomes Site Plan****Exhibit J: Cobabe Ranch Townhomes Architectural Depictions****Exhibit K: Cobabe Ranch Single-Family Homes Site Plan****Exhibit L: Cobabe Ranch Single-Family Homes Architectural Depictions****Exhibit M: Residential Estate Zones (RE-15/RE-20) ordinance****Exhibit N: Burdened Parcels**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2023, by and between Weber County, a political subdivision of the State of Utah (the "County") and Wolf Creek Resort Holdings, LLC, a Utah limited liability company ("WCH"), WCU, LLC, a Utah limited liability company ("WCU"), Wolf Creek Exchange, LLC, a Utah limited liability company ("WCE"), Eagle Crest, LLC, a Utah limited liability company ("EC"), Cobabe Ranch, LLC a Utah limited liability company ("CR"), Elkhorn, LLC ("Elkhorn"), and the Wolfgang E. Korndorfer Trust ("WKT"). WCH, WCU, WCE, EC, CR, Elkhorn and WKT are collectively referred to in this Agreement as the "Developer Parties." The County and the Developer Parties are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Developer Parties desire and intend to implement a master concept development plan ("Plan") for certain parcels of land ("Parcels") located in the unincorporated area of Weber County known as Eden.
- B. The Developer Parties' implementation of the Plan will require (A) rezoning of certain Parcels ("Zone Changes"), and (B) transfer and reallocation of the maximum number (*i.e.* density) of residential dwelling units ("Units") that may be constructed on the Parcels ("Density Transfer").
- C. As more particularly set forth in this Agreement, the Zone Changes will cause certain Parcels zoned as Forest Residential Zone FR-3, Residential Estates Zone RE-20, Residential Estates Zone RE-15, Commercial Valley Resort Recreation Zone CVR-1, Agricultural Valley AV-3, and Forest Zone F-5 (the "Prior Zones") to be subject to a Master Planned Development Overlay Zone ("MPDOZ") and/or Open Space Zone O-1 (the "New Overlay Zones").
- D. The County and Wolf Creek Properties, L.C., a Utah limited liability company (the "Original Developer") entered into that certain Zoning Development Agreement dated October 11, 2002, which was recorded in the Weber County Recorder's Office on October 22, 2002, in Book 2276 beginning at Page 990, as Entry No. 1883524 (the "Original Development Agreement").
- E. The purpose of the Original Development Agreement was to, among other matters, allocate the available density of Units for development of the Wolf Creek Resort (the "Resort") based upon zoning classifications and available acreage within each zone.
- F. The Original Development Agreement was amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort dated March 22, 2016, which was recorded in the Weber County Recorder's Office on March 23, 2016, as Entry No. 2784398 (the "Amending and Clarifying Agreement").
- G. The purpose of the Amending and Clarifying Agreement was to, among other matters, amend and clarify certain provisions of the Original Development Agreement in order to assign available density entitlements for undeveloped areas of the Resort.
- H. The Parties have agreed to enter into this Agreement in order to memorialize certain Zone Changes and Density Transfers as needed to properly implement the Plan.

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 Parties hereby agree to the following:

AGREEMENT

1 Effective Date / Initial Term & Extension Terms / Termination.

- 1.1 Effective Date.** This “Effective Date” of this Agreement shall be the date this Agreement has been recorded in the Weber County Recorder’s Office against each of the Burdened Parcels, as required under Section 15.15, below.
- 1.2 Initial Term.** The “Initial Term” of this Agreement shall commence on the Effective Date and continue until December 31, 2038, unless terminated earlier as set forth in this Agreement. The Initial Term and each Extension Term (as defined under Section 1.3, below) shall be individually and collectively referred to as the “Term” of this Agreement.
- 1.3 Extension Terms.** The Term of this Agreement shall automatically extend for successive five (5) year periods (each such five-year period is referred to herein as an “Extension Term”) immediately upon the end of the Initial Term, and each and every Extension Term thereafter.
- 1.4 County Election Not to Renew.** No later than one (1) year prior to the expiration of the Initial Term, or any given Extension Term, The County may deliver to the Project Developer(s) of any given Project(s) written notification that the County has elected not to renew this Agreement with regard to such Project(s).
- 1.5 Termination (Individual Projects).** This Agreement shall terminate with regard to any particular Project if either of the following occurs:
 - (a) the Project Developer(s) of such Project default under any provision of this Agreement and such default is not remedied per Section 10 of this Agreement; or
 - (b) the County and the Project Developer(s) of such Project mutually agree to terminate this Agreement pursuant to a written notice of termination that is recorded solely against the Project Areas upon which such terminated Project is located.

The termination of this Agreement with regard to any particular Project, or with regard more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

Aside from the County’s right to elect not to renew this Agreement, as set forth under Section 13, below, this Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

- 1.6 Expiration or Termination.** The expiration or termination of this Agreement with regard to any particular Project shall result in the reversion of the Project Area(s) upon which such Project is located, or was intended to be located, back to the rights, standards, and regulations of the underlying zones, including the reversal of any Zone Changes and Density Transfer associated with such Project Areas. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the underlying zone.
- 1.7 Term of Agreement Related to Ongoing Performance Responsibilities.** The Term of this Agreement as it relates to the Project Developers’ ongoing operations, performance, or maintenance responsibilities regarding their particular Project shall not terminate or expire unless authorized in writing by County.

2. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized. Words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 2.1 Agreement.** “Agreement” means this Development Agreement between the County and Developer Parties, as approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2 County.** “County” means Weber County, Utah.
- 2.3 Developer Parties.** “Developer Parties” collectively means Wolf Creek Resort Holdings, LLC, a Utah limited liability company (“WCH”), WCU, LLC, a Utah limited liability company (“WCU”), Wolf Creek Exchange, LLC, a Utah limited liability company (“WCE”), Eagle Crest, LLC, a Utah limited liability company (“EC”), Cobabe Ranch, LLC a Utah limited liability company (“CR”), Elkhorn, LLC (“Elkhorn”), and the Wolfgang E. Korndorfer Trust (“WKT”), or any of their successors or assigns.
- 2.4 Development Standards.** “Development Standards” means the requirements for each Project set forth under Section 8 of this Agreement.
- 2.5 Effective Date.** “Effective Date” has the meaning set forth under Subsection 1.1 of this Agreement.
- 2.6 Force Majeure Event.** “Force Majeure Event” means any event beyond the reasonable control of the affected Party that prevents or delays the performance by such Party of any obligation arising under this Agreement, including, for example, but without limitation, the following occurrences or events: condemnation; expropriation; plague; drought; landslide; tornado; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to any Project caused by third parties; riot or similar civil disturbance or commotion; other acts of God; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.7 Parties.** “Parties” collectively means and refers to the County and the Developer Parties.
- 2.8 Project(s).** “Project(s)” refers to each or all of the Projects described under Section 4 of this Agreement, including The Exchange, Eagle Crest, and Cobabe Ranch.
- 2.9 Project Area(s).** “Project Area(s)” mean the area(s) upon which any particular Project is or will be developed. Such areas are identified as AREA “A” through AREA “I” on the Zoning Map attached to and made part of this Agreement as *Exhibit “A”*.
- 2.10 Project Developer(s).** “Project Developer(s)” means and refers to the Developer Party (or Developer Parties) responsible for the development of any particular Project that is governed by this Agreement. The Project Developer(s) of any such Project solely include(s) the Developer Party (or Developer Parties) that own(s) the Project Area(s) upon which such Project will be developed. Section 6, below, identifies the Project Developer(s) of each Project as of the Effective Date of this Agreement.
- 2.11 Routine and Uncontested.** “Routine and Uncontested” means simple and germane to any particular Project, or the Project Area(s) on which such Project is located, having very little chance of effect on the character of the Project Area, and not anticipated to generate concern from the public.

3. Rezoning and Density Transfer.

- 3.1 Zone Changes.** Each of the Zone Changes are identified on the map attached to and made part of this Agreement as *Exhibit "A"* (the "Zoning Map"). Page 1 of the Zoning Map shows the existing zones. Each new zone or overlay zone, as applicable, is identified on the labels for each of the Project Areas, as shown on Page 2 of the Zoning Map. The following table ("Zone Change Table") further details each Zone Change, including the Project Areas, the Weber County Parcel number(s), the total acres in the Weber County Parcel(s) that comprise the Project Area(s), the Weber County Parcel owner, the existing zone(s), and the new zone or overlay zone, as applicable.

Zone Change Table					
Project Area(s)	Weber County Parcel Number(s)	Total Acres	Parcel Owner	Zone Change	
				Existing Zone	New Zone or Overlay Zone
A, B & C	22-015-0110	61.12	Eagle Crest, LLC	RE-20 & FR-3	MPDOZ
D	22-016-0079	1.87	Wolf Creek Exchange, LLC	RE-15	MPDOZ
E	22-016-0108 22-016-0085 22-016-0098	15.975	WCU, LLC	CVR-1	MPDOZ
F	22-148-0014	4.77	Wolfgang E. Korndorfer Trust	RE-15	O-1
G	22-020-0028	3.51	Elkhorn, LLC	RE-15	MPDOZ
H & I	22-020-0040	82.147	Cobabe Ranch, LLC	F-5	MPDOZ
I	22-021-0048 22-021-0006 22-021-0111	90.542	Wolf Creek Resort Holdings, LLC	AV-3	AV-3

- 3.2 Transferable Units.** Section 2 of the Amending and Clarifying Agreement includes a table ("Density Allocation Table") that summarizes, among other matters, the total number of Units assigned to certain "Development Parcels" / "Zoning Parcel Nos"¹ as shown under the Density Allocation Table.

- 3.2.1** The County has determined and agreed that the Units assigned to the Development Parcels owned by WCU, as shown on the Density Allocation Table in the Amending and Clarifying Agreement (*i.e.* Development Parcel/Zoning Parcel No. 3 zoned as FR-3 (73 Units); Development Parcel/Zoning Parcel No. 4 zoned as FR-1 (1 Unit); and that portion of Development Parcel/Zoning Parcel No. 12 zoned as CVR-1 (162 Units) (collectively, the "Transferable Units") may be set aside for transfer and reallocation to other areas of the Resort. The County has further determined and agreed that the Transferable Units also include 5 Units² owned by WCU that are associated with Project Area D, as identified in the Zone Change Table, above. Accordingly, the County agrees that WCU currently holds a total of 241 Transferable Units.

¹ The terms "Development Parcel(s)" and "Zoning Parcel(s)" as used in the Amending and Clarifying Agreement, and the term "Parcel(s)" as used in this Agreement, are not synonymous.

² These 5 Units are from that portion of Development Parcel/Zoning Parcel No. 12 zoned as CV-2, as shown on the Density Allocation Table in the Amending and Clarifying Agreement.

- 3.3 Density Transfer Map.** The map attached to and made part of this Agreement as *Exhibit "B"* (the "Density Transfer Map") illustrates WCU's transfer of the Transferable Units. The general locations of 73 Units from Development Parcel/Zoning Parcel No. 3, 1 Unit from Development Parcel/Zoning Parcel No. 4, 162 Units from Development Parcel/Zoning Parcel No. 12-1, and the 5 Units from Parcel 12-2 are identified by the corresponding numerical labels on the Density Transfer Map displaying each of those Unit quantities.³
- 3.4 Transferred Units.** WCU has elected to transfer a portion of the Transferable Units to certain Project Areas that are owned, and will be developed, by other Developer Parties. Accordingly, the County agrees WCU may immediately transfer a portion of the Transferable Units as follows:
- 3.4.1** 144 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the mixed-use residential/commercial development known as The Exchange, located in Project Areas D & E.
 - 3.4.2** 22 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the residential subdivision known as Eagle Crest, located in Project Areas A, B & C. Eagle Crest previously had an allowed density of 90 Units, and hereafter has an allowed density of 112 Units.
 - 3.4.3** 55 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Maps) shall be transferred to a portion of the residential subdivision known Cobabe Ranch – specifically Project Area H. Cobabe Ranch previously had an allowed density of 46 Units, and hereafter has an allowed density of 101 Units.
- 3.5 Remaining Units.** The County agrees that, following WCU's transfer of the 221 Transferable Units, as described above, WCU will continue to hold the remaining 20 Transferable Units, which WCU may elect to transfer at some future point in time, as permitted by applicable County codes.

4. Projects.

The purpose of the Zone Changes and Density Transfer is to accommodate and allow for development of the following three (3) Projects:

The Exchange – mixed-use residential/commercial
 Eagle Crest – residential townhomes and condominiums
 Cobabe Ranch – residential townhomes and single-family homes

5. Project Areas.

Each Project will be developed on the following Project Areas, as identified on the Zoning Map:

The Exchange – Project Areas D & E (totaling 17.84 acres)
 Eagle Crest – Project Areas A, B & C (totaling 61.12 acres)
 Cobabe Ranch – Project Areas G, H & I (totaling 176.67 acres)

³ Each Development Parcel/Zoning Parcel No., as shown on the Density Allocation Table under Section 2 of the Amending and Clarifying Agreement, is identified as a "PARCEL" on the Density Transfer Map attached to this Agreement as *Exhibit "B"*. The identification of each "PARCEL" on the Density Transfer Map, and the term "Parcel" as used in this Agreement, are not synonymous.

6. Project Developers.

Each Project will be developed solely by the Developer Party or Developer Parties that own(s) the Project Areas upon which such Project will be developed (the "Project Developer(s)").

As of the Effective Date, the Project Developers are as follows:

<u>Project</u>	<u>Project Developer(s)</u>
The Exchange	Wolf Creek Exchange, LLC WCU, LLC
Eagle Crest	Eagle Crest, LLC
Cobabe Ranch	Elkhorn, LLC Cobabe Ranch, LLC Wolf Creek Resort Holdings, LLC

7. Project Descriptions.

7.1 The Exchange. The Exchange Project will include 144 condominium Units, along with a hotel, retail and food services.

- 7.1.1 Site Plan. The Exchange site plan is attached to and made part of this Agreement as *Exhibit "C"*.
- 7.1.2 Architectural Depictions. The Exchange architectural depictions are attached to and made part of this Agreement as *Exhibit "D"*.
- 7.1.3 Allowed Uses:
As permitted under the Commercial Valley Resort Recreation Zone (CVR-1) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "E"*.
- 7.1.4 Site development standards:
As permitted in the regulations of the Commercial Valley Resort Recreation Zone (CVR-1) as of the Effective Date of this Agreement.

7.2 Eagle Crest. Eagle Crest Project will include 72 townhome Units and 120 condominium Units. An additional 80 Units will eventually be transferred to Project Areas A, B and C in order to bring the Eagle Crest Project to a total of 192 total Units.

- 7.2.1 Site Plan. The Eagle Crest site plan is attached to and made part of this Agreement as *Exhibit "F"*.
- 7.2.2 Architectural Depictions. The Eagle Crest architectural depictions are attached to and made part of this Agreement as *Exhibit "G"*.
- 7.2.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)
- 7.2.4 Allowed Uses:
As permitted in Forest Residential Zone (FR-3), except short term rentals are prohibited.
- 7.2.5 Site development standards:
Unless otherwise permitted by this Agreement, the site development standards of Eagle Crest will be as permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.

7.2.6 Lot Requirements:

For townhomes, the lot size requirements of the FR-3 zone will apply

7.2.7 Building / Unit Requirements:

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

7.2.8 Setback Requirements:

- 15' minimum front yard setback
- Side and rear setbacks:
 - 8' with total width of two side yards not less than 18'
 - 20' side facing street on a corner lot
- 20' minimum rear setback

7.2.9 Open Space Requirements:

- Minimum open space is 40% (common area)

7.2.10 Design Variations:**Parking:**

Two (2) parking spots per Unit
Stalls 180 SF but at 8'x22.5' (not 10'x18')

Curbs:

Requested rolled curb and gutter vs high back

Setbacks:

Front standard 25' and requested 15'
Rear standard 30' and requested 20'

7.3 Cobabe Ranch. The Cobabe Ranch Project will include 68 townhomes, 18 single-family homes located on individual 3-acre lots (AV-3), and 15 single-family homes located on individual 2-acre lots (101 total Units). The 18 single-family homes located on 3-acre lots will be located on that portion of the Cobabe Ranch Project that remains Zone AV-3 (Project Area H). The 15 single-family homes located on 2-acre lots, along with the townhomes, will be located on that portion of the Cobabe Project identified as Zone F-5 (Project Area I).

7.3.1 Cobabe Ranch – Townhomes

7.3.1.1 Site Plan. The Cobabe Ranch Townhomes site plan is attached to and made part of this Agreement as *Exhibit "I"*.

7.3.1.2 Architectural Depictions. The Cobabe Ranch Townhomes architectural depictions are attached to and made part of this Agreement as *Exhibit "J"*.

7.3.1.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)

7.3.1.4 Allowed Uses:

- As permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.
- Short term rentals are restricted to three (3) night minimums

7.3.1.5 Lot Requirements:

- For townhomes, the lot size requirements of the FR-3 zone will apply

7.3.1.6 Building / Unit Requirements:

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

7.3.1.7 Setback Requirements:

- 15' minimum front yard setback
- Side and rear setbacks:
 - 8' with total width of two side yards not less than 18'
 - 20' side facing street on a corner lot
- 20' minimum rear setback

7.3.1.8 Open Space Requirements:

- Minimum open space is 40% (common area)

7.3.1.9 Design Variations:

- Parking:
 - Two (2) parking spots per townhomes
 - Stalls 180 SF but at 8'x22'x5' (not 10'x18')
- Curbs:
 - Requested rolled curb and gutter vs high back
- Setbacks:
 - Front standard 25' and requested 15'
 - Rear standard 30' and requested 20'

7.3.2 Cobabe Ranch – Single-Family Homes

7.3.2.1 Site Plan. The Cobabe Ranch Single-Family Homes site plan is attached to and made part of this Agreement as *Exhibit "K"*.

7.3.2.2 Architectural Depictions. The Cobabe Ranch Single-Family Homes architectural depictions are attached to and made part of this Agreement as *Exhibit "L"*.]

7.3.2.3 Allowed Uses:

- As permitted under the Residential Estate Zones (RE-15/RE-20) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "M"*.
- Short term rentals are restricted to three (3) night minimums

7.3.2.4 Lot Requirements:

- 15K / 20K minimum lot area
- 60' minimum lot width

7.3.2.5 Building / Unit Requirements:

- 60% maximum lot coverage by buildings
- Building height maximum 35'

7.3.2.6 Setback Requirements:

- 10' minimum side setback with total width of 2 side yards not less than 24'
- Side facing street on corner lot 20'
- 10' minimum side setback facing street on corner lot, except 50' from the centerline of the street on an arterial or collector street
- 30' rear setback

7.3.2.7 Open Space Requirements:

- None

7.3.2.8 Design Variations:

- None

7.3.3 **Cobabe Ranch – Northeast Access Road / Gate**

As shown on the Cobabe Ranch Townhomes site plan (*Exhibit "I"*) and the Cobabe Ranch Single-Family Homes site plan (*Exhibit "K"*), the Cobabe Ranch Project will include a road, located between Single-Family Home Lot 28 and Single-Family Home Lots 29/30, that provides access to and from the northeast section of the Cobabe Ranch Project (the "Northeast Access Road"). The Northeast Access Road will connect the Cobabe Ranch Project to the adjacent residential subdivision known as "Trappers Ridge at Wolf Creek" (the "Trappers Ridge Community"). More specifically, the Northeast Access Road will connect to the road identified as "FUTURE TELLURIDE ROAD" ("Telluride Road") on that certain plat map entitled "Trappers Ridge at Wolf Creek P.R.U.D., Phase 7A," which was recorded in the Weber County Recorder's Office on July 14, 2020 in Book 88 at Page 20 as Entry No. 3068600.

The Northeast Access Road will include an emergency access "crash gate" located at or near the boundary between the Cobabe Ranch Project and the Trappers Ridge Community (the "Crash Gate"). The cost of the Crash Gate, including materials and installation, will be solely paid by the Developer Parties of the Cobabe Ranch Project. The specifications of the Crash Gate shall meet any requirements set forth by the Weber County Fire District, or any other governmental agency or authority. The County shall, at all times, have sole and absolute discretion and authority to remove the Crash Gate in order to cause unrestricted access between the Cobabe Ranch Project and the Trappers Ridge Community, including public use of the Northeast Access Road / Telluride Road. The cost of repairing and/or replacing the Crash Gate will be paid by the homeowners association that governs the Single-Family Home Lots that comprise the Cobabe Ranch Project.

7.3.4 **County Services**

Unless or until any Project Area(s) is/are incorporated or annexed into a municipality or district, the County agrees to provide to the Project located on such Project Area(s) all County services it provides to other properties and residents within similar areas of unincorporated Ogden Valley including, but not limited to, law enforcement, fire services 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 unincorporated Ogden Valley.

8. Development Standards.

8.1 Use of Project Areas. Uses allowed in each Project Area shall be limited to those set forth under Section 7, above.

8.2 Fire Protection. If deemed necessary by the local fire authority, each building shall be fire-sprinkled such that each Unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority. If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Project Developer(s) shall install a water trunk line no less than eight (8) inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.

8.3 Noxious Weeds. The Project Developer(s) shall be responsible for regular monitoring and removal of noxious weeds on the Project Areas on which their Project is located.

8.4 Floodplain Development. The Project Developer(s) agree(s) to maintain compliance with any floodplain development requirements that apply to their Project or Project Area.

8.5 Construction Staging. The Project Developer(s) agree(s) there will be no construction staging beyond the site of their Project, except what is reasonable and necessary for the construction of access to the site and/or fulfill the requirements of any applicable laws, rules or regulations.

- 8.6 Sanitary Sewer and Culinary Water.** The Project Developer(s) agree(s) to satisfy the requirements of the Wolf Creek Water and Sewer Improvement District, if any, regarding sanitary sewer and culinary water provisions for the Project Areas on which their Project is located.
- 8.7 Permits.** The Project Developer(s) agree(s) to obtain all necessary federal, state, and local permits required prior to any work on any portion of their Project or Project Area that requires such permits, including, but not limited to, building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.
- 8.8** In addition to the development standards set forth under this Section 8, the development of each Project shall comply with any applicable federal, state and County ordinances, laws, rules, and regulations.

9. Vesting.

- 9.1** The Parties acknowledge, understand and agree that, to the maximum extent permitted under applicable County, State or Federal laws, this Agreement (A) effectuates and grants the Zone Changes, (B) effectuates and grants the Density Transfer, and (C) grants each Developer Party the right to use and develop the Project Area(s) owned by such Developer Party, along with the right to develop and construct the Project to be located upon such Project Area(s), as collectively set forth in this Agreement, without modification or interference by the County, except as allowed or required by this Agreement or any applicable laws (collectively, the “Entitlements”). The Parties intend that the rights granted to the Developer Parties under this Agreement are contractual, and that the Developer Parties shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that the Entitlements are “vested rights” as that term is construed under Utah’s common law and pursuant to Utah Code Ann. §17-27a-508.
- 9.2** Neither the County nor any department or agency of the County shall impose upon any Project or Project Area (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a “New Law”) that reduces or impacts the Entitlements or any other development rights provided by this Agreement. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and /or the Entitlements if it would accomplish any of the following results in a manner that is inconsistent with or more restrictive than any applicable law, either by specific reference to any Project or as part of a general enactment that applies to or affects any Project or Project Area:
- (i) change any land uses or permitted uses of any Project or Project Area;
 - (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of any Project or Project Area in any manner so long as all applicable requirements of this Agreement and the applicable zoning ordinances are satisfied; or
 - (iii) apply to any Project or Project Area any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations.

Notwithstanding the foregoing, if any Developer Party considers any New Law to be beneficial to such Developer Party’s Project of Project Area, this Section 9 does not require the Developer Party to comply with the superseded ordinance, but rather in such cases, the Developer Party may, with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to such Project or Project Area.

- 9.3 The Parties understand and agree that each Project and Project Area will be required to comply with any New Laws that do not limit or interfere with any Developer Party's vested rights, including any Entitlements or any other development rights granted pursuant to the terms of this Agreement. The following is a non-exhaustive list, for illustrative purposes, of examples of the type of New Laws that may be enacted by the County that would apply to and be enforced against any Project or Project Area:
- 9.3.1 **Compliance with State and Federal Laws.** Any New Laws that are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting any Project or Project Area.
 - 9.3.2 **Safety Code Updates.** Any New 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;
 - 9.3.3 **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;
 - 9.3.4 **Fees.** Changes to the amounts of fees for the processing of development applications that are generally applicable to all developments 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
 - 9.3.5 **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 9.4 Each Developer Party acknowledges, understands and agrees that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify any Developer Party's vested rights, including any Entitlements or any other development rights, as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Sections 17-27a-508 and 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws
- 9.5 The Parties acknowledge, understand and agree that any use lawfully established under this Agreement replaces and supersedes any previously approved development agreements that may pertain to or be recorded against any Project or Project Area.

10. Default and Remedies.

- 10.1 **Default / Cure.** No Party shall be in default under this Agreement unless such Party fails to perform as required under this Agreement for a period of sixty (60) days after such Party has received written notice of default ("Notice of Default") from any other Party. The Notice of Default shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the default is such that it cannot be reasonably cured within such 60-day period, then commencement of the cure within such 60-day time period and diligent prosecution to completion of the cure shall be deemed a cure of the default.

10.2 County Enforcement / Remedies. The failure of any Project Developer(s) to comply with this Agreement constitutes a violation of the Weber County Land Use Code, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project and/or Project Areas that are developed and/or owned by such Project Developer(s) that have failed to comply with this Agreement. The County acknowledges and agrees that, any such failure of any Project Developer(s) to comply with this Agreement shall be deemed a default as described under Section 10.1, above. Accordingly, prior to applying any Weber County Land Use Code enforcement and/or remedies, the County must first deliver to such Project Developer(s) a Notice of Default and must give such Project Developer(s) a reasonable opportunity to cure such default, as set forth under Section 10.1.

10.3 Dispute Resolution Process.

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

10.3.2 Mediation. If above-described Conference process does not resolve the dispute within the required 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place no later than forty-five (45) days after the Parties have submitted the dispute to mediation. If the dispute cannot be resolved through the mediation process within such 45-day period, the Parties may pursue their legal remedies in accordance with applicable, federal, state and local law.

11. Independent Application of Agreement to Each Project.

The Parties acknowledge, understand and agree that this Agreement shall be separately and independently applied to, and enforced against, each Project, including the Project Areas upon which the Project is located and the Project Developer(s) of such Project.

11.1 Project Developer(s). The Project Developer(s) of any particular Project shall be solely responsible for any and all matters related to such Project, including, without limitation, compliance with those provisions of the Weber County Land Use Code, and provisions of this Agreement, applicable to such Project. Conversely, no Project Developer shall have any rights, duties, obligations or liabilities whatsoever regarding any Project that is not developed by such Project Developer, and any Project Area that is not owned by such Project Developer.

11.2 Default/Cure. Any default under any provision of this Agreement by the Project Developer(s) of any particular Project shall not cause any other Project Developer(s) or their Projects to be in default under this Agreement. In the event of any default by any Project Developer(s), the County shall deliver a Notice of Default solely to the defaulting Project Developer(s), and those Project Developer(s) shall be solely responsible for curing such default. Likewise, in the event of any default related to any particular Project, the County shall deliver a Notice of Default solely to the Project Developer(s) that own the Project Area on which the Project in default is located, and those Project Developer(s) shall be solely responsible for curing such default.

- 11.3 Termination.** If this Agreement is terminated with regard to any particular Project, including due to any uncured default or mutual agreement between the County and the Project Developer(s) of such Project, this Agreement shall continue in full force and effect with regard to the other Projects. Any written notice of the termination of this Agreement with regard to any particular Project shall be solely recorded against the Project Areas on which the terminated Project is located.

12. Amendments.

This Agreement may be amended by a written amendment that has been signed by one or more Parties (an "Amendment") as follows:

If the subject matter of the Amendment solely relates matters that are specific to a particular Project, or to more than one but less than all of the Projects, the Amendment may be solely signed by the Project Developer(s) that own the Project Area(s) on which such Project(s) is/are located.

Any other Amendments to this Agreement must be signed by all of the Parties, including each and every Developer Party.

The following sections specify what Project changes can be undertaken without the need for any Amendment of this Agreement, and what changes require any Amendment to this Agreement.

- 12.1 Project Facility Repair, Maintenance and Replacement.** The Project Developer(s) of any particular Project shall be permitted to repair, maintain and replace such Project and its components consistent with the terms of this Agreement without amending the Agreement.

- 12.2 Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may, in their administrative capacities, review and approve certain minor changes, enlargements or adjustments ("Changes") to any particular Project. The Changes described under Subsection 12.2.1, below, are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

- 12.2.1 Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided such changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on any particular Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by Weber County's Planning Director.

13. Termination of Agreement.

This Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

As set forth under Section 1.5, above, the termination of this Agreement with regard to any individual Project, or with regard to more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

14. Notices.

- 14.1 Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by email.

14.2 Addresses. Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

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

With copies to:

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

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

If to the Developer Parties:

**Wolf Creek Resort Holdings, LLC, WCU, LLC, Wolf Creek Exchange, LLC,
Eagle Crest, LLC or Cobabe Ranch, LLC:**
3718 N. Wolf Creek Drive
Eden, UT 84310

Elkhorn, LLC
P.O. Box 480
Eden, UT 84310

Wolfgange E. Korndoerfer Trust
4317 Highway 38
Franksville, WI 53126-9436

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

15. General Provisions.

15.1 Assignability. The rights and responsibilities of any Developer Party under this Agreement may be assigned in whole or in part by any Developer Party with the consent of the County as provided herein.

15.1.1 Sales not an Assignment. Any Developer Party's sale or conveyance of a lot in any approved subdivision or parcels or any other real estate interest within the Project or Project Area, to builders, users, or sub-developers, shall not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Despite any such sale or conveyance, the Developer Party 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.

15.1.2 Related Party Transfer. Any Developer Party's transfer of all or any part of any Project Area to any entity that is "related" to such Developer Party (as defined by regulations of the Internal Revenue Service), any Developer Party's entry into a joint venture for development of the Project or Project Area, or any Developer Party's pledging of part or all of the Project or Project Area as security for financing shall also not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Developer Party shall give the County notice of any event specified in this Subsection 15.1.2 no later than 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.

15.1.3 Notice. Developer Party 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 any evaluations permitted under this Section 15.1. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

15.1.4 Deemed Approved. Unless the County objects in writing within thirty (30) business days the County shall be deemed to have approved of and consented to the assignment.

15.1.5 Partial Assignment. If any proposed assignment is for less than all of any Developer Party's rights and responsibilities, 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, the Developer Party 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.

15.1.6 Ground for Denying Assignment. The County may only withhold its consent for the reasons listed herein.

- (i) If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Developer Party proposed to be assigned;
- (ii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any 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
- (iii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that negates the purpose of planning the Project area as one complete planned development.

15.1.7 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

15.2 Annexation. Each Developer Party, on behalf of itself and its successors, and any future owners of the Project Area(s) owned by such Developer Party, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403, or otherwise object to any effort to annex the Project Area(s) owned by such Developer Party into any municipality adjacent to such Project Area(s) under Utah Code § 10-2-418 provided that: (a) such annexation will not in any way diminish the Developer Party's right and ability to develop its Project(s) and/or Project Area(s) as provided in this Agreement; and (b) the annexing municipality agrees to adopt the terms and provisions of this Agreement, including Exhibits, by ordinance. The Parties to this Agreement acknowledge and agree that any Project Area(s) must be annexed, if at all, in its/their entirety (i.e. no piecemeal or partial annexations of any Project Area(s) will be permitted). Each Developer Party reserves the right to protest or otherwise object to any attempt to pursue the partial annexation of any Project Area(s), or any attempt to annex such Project Area(s) without the conditions of clauses (a) and (b), above, being satisfied. Further,

notwithstanding annexation of the Project Area(s) into any municipality, the Parties further acknowledge and agree that the County's ordinances, policies, standards, procedures, and any processing fee schedules of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date (collectively, the "County's Vested Laws"), together with this Agreement and its Exhibits, will control the development of any Project(s) and/or Project Area(s) unless the Developer Party (or Developer Parties) of such Project(s) and/or Project Area(s) specifically agree(s) to the application of the laws of the annexing municipality with respect to such Project(s) and/or Project Area(s). In the event any Project Area(s) is/are annexed into any municipality, all references to the County under the County's Vested Laws and this Agreement will be deemed references to the applicable municipality.

- 15.3 Binding Effect.** This Agreement shall be binding upon each of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) assigns, devisees, administrators, representatives, and all other persons or entities that may acquire ownership of any Project(s) or Project Area(s), whether by sale, operation of law, devise, or in any other manner whatsoever
- 15.4 No Waiver.** The failure of any Party 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.
- 15.5 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.
- 15.6 Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided herein, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each Party covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop any particular Project(s) in conformity with the terms and conditions specified in this Agreement.
- 15.7 Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 15.8 Force Majeure Event.** A Force Majeure Event shall be promptly addressed by the Project Developer(s) that are claiming the existence of such Force Majeure Event. County agrees to offer a reasonable period for the Project Developer(s) to cure the effect of the event given the extent of the effect on their Project and the ability of the Project Developer(s) to redress the effect.
- 15.9 Entire Agreement.** This Agreement, together with all Exhibits or any other attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between them, whether written or oral.
- 15.10 Recitals Incorporated.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate and correct.

- 15.11 Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties. Further, any executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.
- 15.12 Governing Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 15.13 Venue.** Any judicial action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
- 15.14 Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- 15.15 Recordation / Burdened Parcels.** This Agreement shall be recorded in the Weber County Recorder's Office, shall run with the land, shall burden each of the Parcels described under the legal descriptions attached to and made part of this Agreement as *Exhibit "N"* (the "Burdened Parcels"), and shall be binding upon each of the Developer Parties that own each of the Burdened Parcels, and their successors and assigns, and all persons who hereafter acquire any interest in any portion of the Burdened Parcels.
- 15.16 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.

"County"

Weber County,
a political subdivision of the State of Utah

Name: _____

By: Gage Froerer, Chair
Board of County Commissioners

Date: _____

Approved as to form and legality:

Attest:

Courtlan Erickson, Deputy County Attorney

Ricky Hatch, CPA, Clerk/Auditor

[DEVELOPER PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE]

"Developer Parties"

Wolf Creek Resort Holdings, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Eagle Crest, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

WCU, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Cobabe Ranch, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Wolf Creek Exchange, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Elkhorn, LLC,
a Utah limited liability company

Name: _____

By: _____

Its: _____

Date: _____

Wolfgange E. Korndorfer Trust

Name: _____

By: _____

Its: _____

Date: _____

(Wolf Creek Resorts Holdings, LLC)

(Eagle Crest, LLC)

Notary Acknowledgement

Notary Acknowledgement

(Cobabe Ranch, LLC)

(Wolf Creek Exchange, LLC)

My Commission Expires: _____

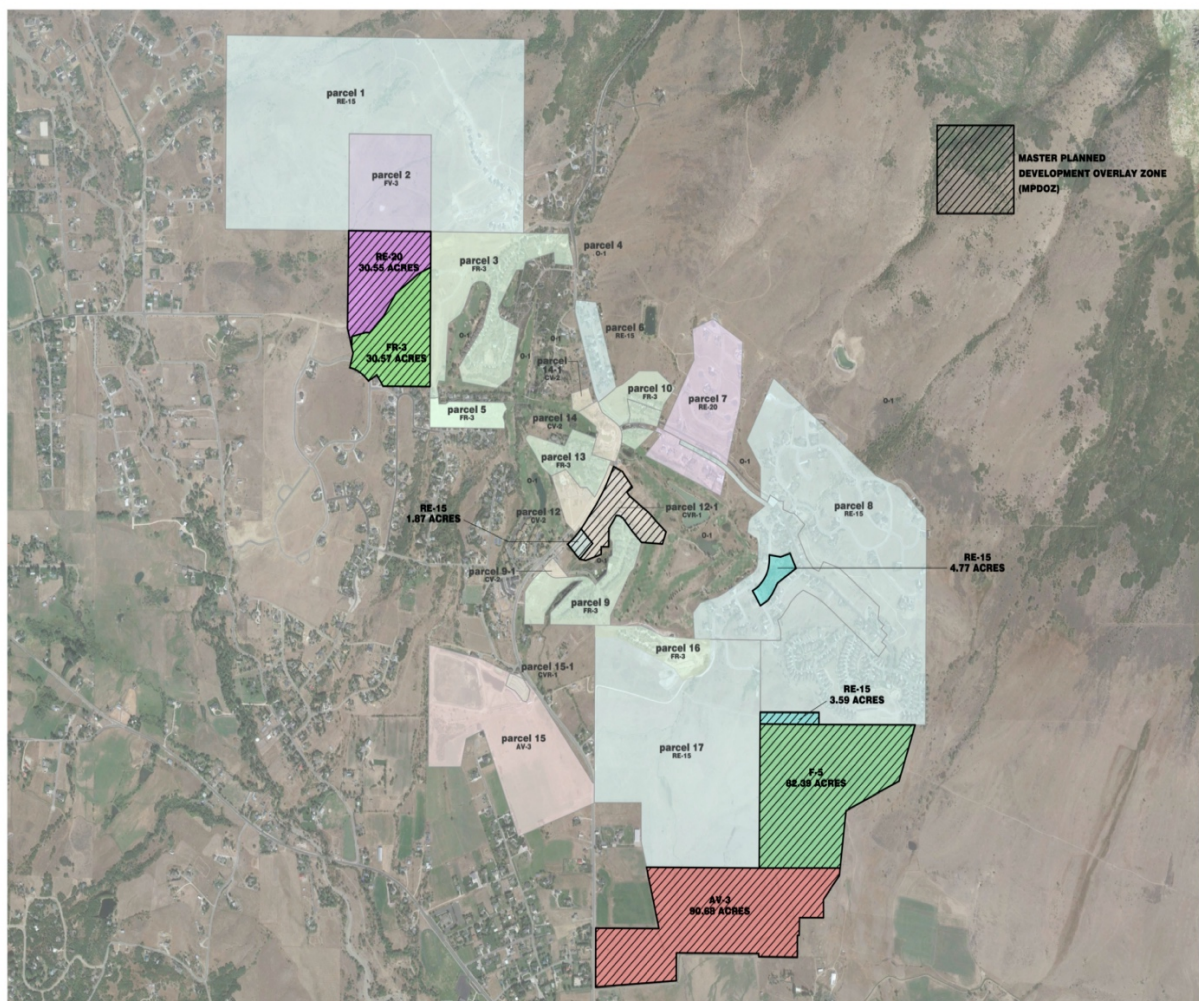
(Elkhorn, LLC)

(Wolfgang E. Korndorfer Trust)

Notary Acknowledgement

Exhibit "A"

Zoning Map
[Page 1 of 2]



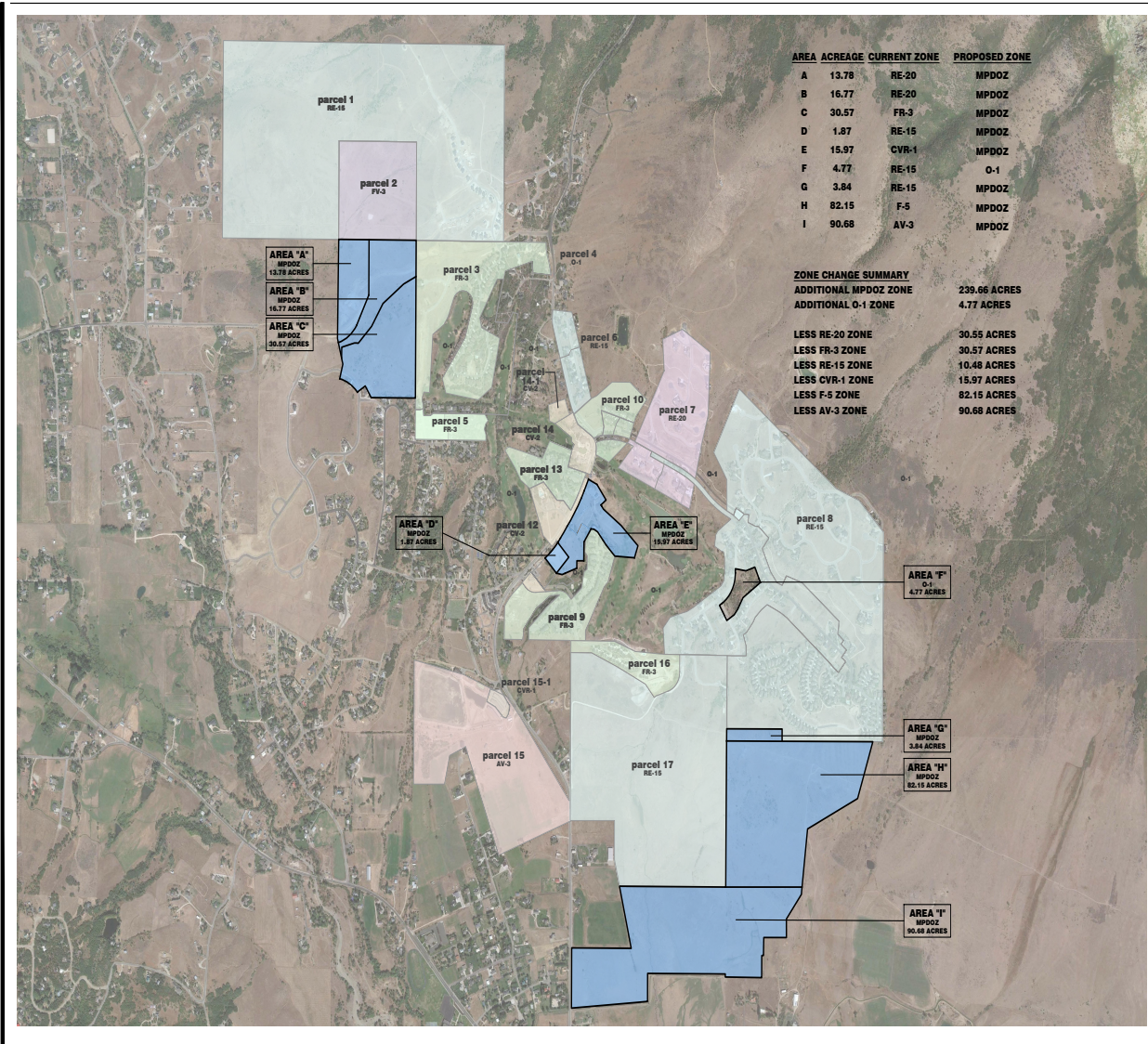
EAGLE CREST / COBABE RANCH / THE EXCHANGE
ZONING MAP

DATE:	APRIL 2021
PROJECT:	000/000/00
DRAWN BY:	TS
REVIEW BY:	TS
VERSION:	
REVISIONS:	

SHEET TITLE:	CURRENT ZONING
SHEET NUMBER:	Z1.0

Exhibit “A”

Zoning Map
[Page 2 of 2]



EAGLE CREST / COBABE RANCH / THE EXCHANGE
ZONING MAP

DATE:	APRIL 2023
PROJECT:	2023-0000-00
DRAWN BY:	DK
REVIEW BY:	DK
VERSION:	
REVISION:	
SHEET TITLE:	PROPOSED ZONING
SHEET NUMBER:	Z1.1

Exhibit "B"
Density Transfer Map

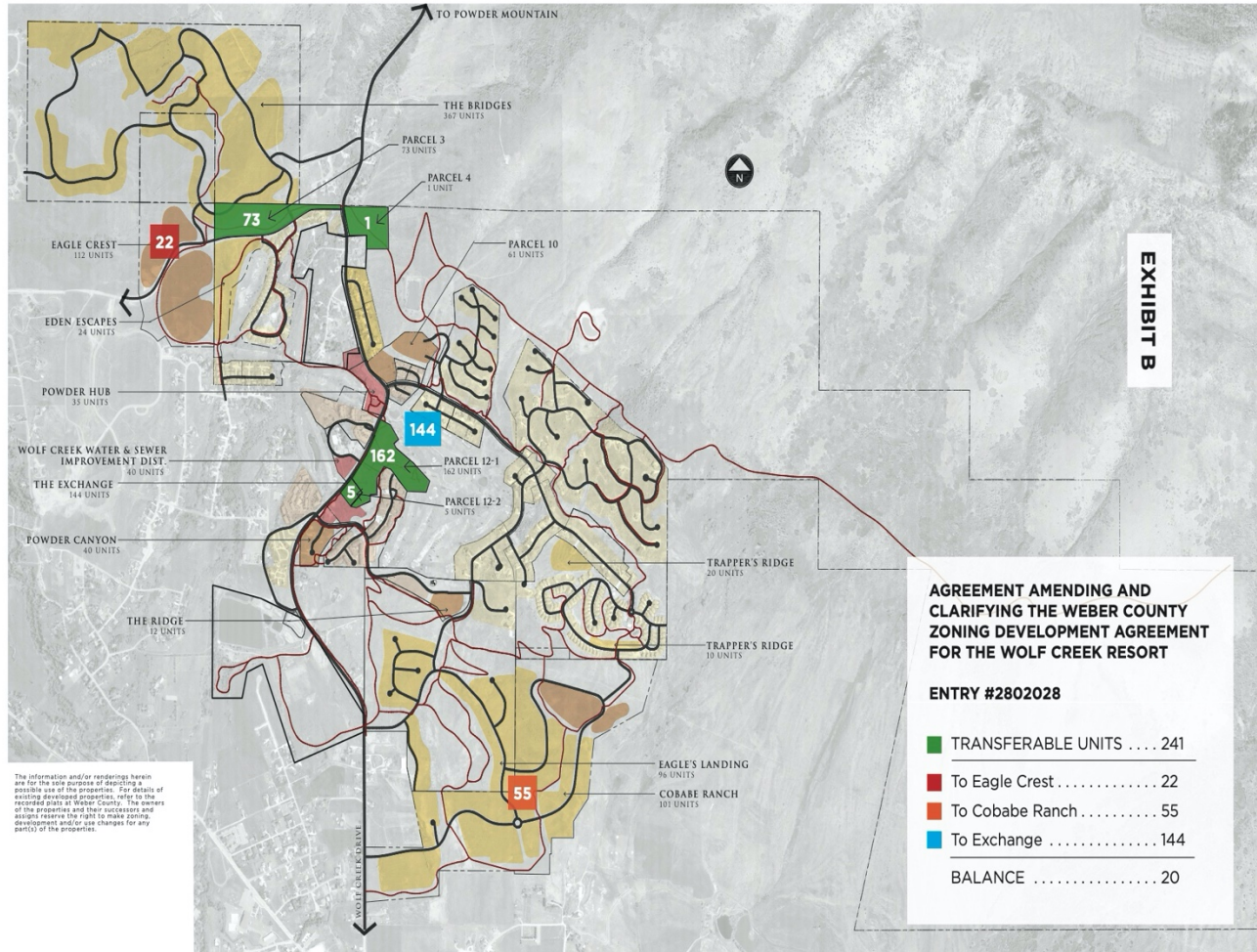


Exhibit “C”
The Exchange Site Plan



Exhibit "D"
The Exchange Architectural Depictions



THE EXCHANGE AT WOLF CREEK CONCEPT

Exhibit “E”

Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

[see attached copy of CVR-1 Ordinance consisting of five (5) pages]

Chapter 104-11 Commercial Valley Resort Recreation Zone CVR-1

Sec 104-11-1 Intent And Purpose

Sec 104-11-2 Submittal Requirements

Sec 104-11-3 Permitted Uses

Sec 104-11-4 Conditional Uses

Sec 104-11-5 Additional Design Requirements

Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations

Sec 104-11-7 Signs

Sec 104-11-1 Intent And Purpose

- (a) The purpose of this zone is to provide locations in the Ogden Valley and at major recreation resort areas, where service facilities and goods normally required by the public in the pursuit of general recreation activities can be obtained.
- (b) In this role, even though the area is primarily commercial in nature, it should be compatible with the general surrounding natural environment. To this end, the general siting and architectural design of buildings and structures, the layout of parking areas and landscaping shall be subject to review and recommendations by the public agencies, design review and approval by the planning commission to ensure that the natural environment is preserved to the greatest possible extent.

(Ord. of 1956, § 9C-1; Ord. No. 2006-24)

Sec 104-11-2 Submittal Requirements

Detailed plans shall be filed with the planning division staff for review. Site plan submittals shall include all requirements set forth in this chapter, including fully dimensioned architectural elevations, in color, of all proposed structures.

(Ord. of 1956, § 9C-2; Ord. No. 2006-24)

Sec 104-11-3 Permitted Uses

The following uses are permitted in the Commercial Valley Resort Recreation Zone CVR-1:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Art gallery.
- (c) Bank.
- (d) Bookstore/newsstand.
- (e) Beauty shop/barbershop.
- (f) Day spa/fitness center.

- (g) Deli/small grocery store.
- (h) Florist shop.
- (i) Gift shop, boutique.
- (j) Music and video store.
- (k) Restaurants, excluding those with drive-up windows.
- (l) Restaurant: fast food, excluding those with drive-up windows.
- (m) Short-term rental, pursuant to Title 108, Chapter 11.
- (n) Sporting goods store.
- (o) Sports clothing store.
- (p) Public and private swimming pools.
- (q) Vendor, short term.

(Ord. of 1956, § 9C-3; Ord. No. 2006-24; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-11-4 Conditional Uses

The following uses shall be allowed only when authorized by a Conditional Use Permit obtained as provided in title 108, chapter 4 of this Land Use Code:

- (a) Beer parlor, sale of draft beer.
- (b) Bed and breakfast inn.
- (c) Bed and breakfast hotel.
- (d) Recreation lodge.
- (e) Dry cleaning pickup station.
- (f) Dwelling unit, when a part of a recreation resort development.
- (g) Recreation resort complex.
- (h) Horse rentals (up to ten horses per acre, if stabled), horse feed store and haystack yard.
- (i) Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.
- (j) Liquor store.
- (k) Medical/dental office.
- (l) Outfitters base camp.

- (m) Pet grooming and supply store.
- (n) Public utility substations.
- (o) Real estate office.
- (p) Ski equipment, snowmobile, boat, and bicycle rentals.
- (q) Outdoor skating rink (ice or roller).
- (r) Skateboarding course.
- (s) Snowmobile and Nordic ski trails.
- (t) Equestrian trails.
- (u) Public parks.
- (v) Golf courses, including miniature golf as part of a recreation resort.
- (w) Conference/education center.
- (x) Condominium rental apartment, including lockout rooms.
- (y) Gazebo, pavilion.
- (z) Time share condominiums including lockout rooms.
- (aa) Travel agency.
- (ab) Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use.
- (ac) Residential property rental and management agency for recreation resort complexes.
- (ad) Off road vehicle and recreation equipment sales and service, and rental.
- (ae) Service stations.
- (af) Ski resort and ski schools.
- (ag) Hotel/motel, including lockout rooms.
- (ah) Restaurants, including those with drive-up windows.
- (ai) Accessory uses to the above listed.
- (aj) Brewpub.
- (ak) Reception/banquet facilities.

(Ord. of 1956, § 9C-4; Ord. No. 2001-16; Ord. No. 2006-20; Ord. No. 2006-24; Ord. No. 2013-31, § 2, 12-10-2013; Ord. No. 2015-7, Exh. A, 5-5-2015; Ord. No. 2015-19, § 1, 12-1-2015)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Sec 104-11-5 Additional Design Requirements

To meet the intent of this chapter the following design standards are required:

- (a) All projects shall consist of a minimum of ten percent commercial area.
- (b) Multiple or mixed uses shall be allowed in a single building. For example, a building housing condominium rental apartments may also include restaurants, gift shops and sports clothing stores.
- (c) In approving site plans, the land use authority shall find that proposed buildings and uses are sized in proportion to the recreational amenities for which they will provide goods and services. For example, a golf or ski resort may have a small grocery and sporting goods store, but neither should be sized to be an attraction independent of the provided recreational amenity. In other words, the recreational amenity remains the attraction.

(Ord. of 1956, § 9C-5; Ord. No. 2006-24)

HISTORY
Amended by Ord. 2023-01 on 1/10/2023

Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations

- (a) **Area.** The following minimum overall project development area is required for the uses specified, but never less than two and one-half acres:

USE	AREA
Condominium rental apartment or other overnight lodging use:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Dwelling unit, if approved as part of a MPD overlay zone:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Lockout sleeping room:	500 square feet of overall net developable area.
Other uses:	None.

- (b) **Width.** 150-foot minimum overall project development width is required, as measured at the yard setback and the street frontage.
- (c) **Yard setback.** The minimum yard setbacks from the overall project development boundary are as follows:

YARD	SETBACK
Front:	30 feet

Side: 20 feet minimum, except as otherwise required by this or any other county ordinance.

Rear: 20 feet minimum, except as otherwise required by this or any other county ordinance.

(d) **Building height.** The maximum height for a building shall be 50 feet.

(Ord. of 1956, § 9C-6; Ord. No. 2006-24)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-11-7 Signs

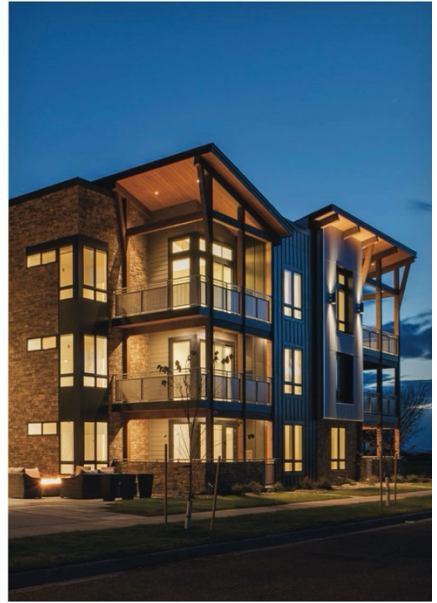
Signs shall be as permitted in title 110, chapter 2, Ogden Valley signs.

(Ord. of 1956, § 9C-7; Ord. No. 2006-24)

Exhibit “F”
Eagle Crest Site Plan



Exhibit "G"
Eagle Crest Architectural Depictions



EAGLE CREST ARCHITECTURAL CONCEPT

Exhibit "H"
Forest Residential Zone (FR-3) Ordinance

[see attached copy of FR-3 Ordinance consisting of five (5) pages]

Chapter 104-17 Forest Residential Zone FR-3

Sec 104-17-1 Purpose And Intent

Sec 104-17-2 Permitted Uses

Sec 104-17-3 Conditional Uses

Sec 104-17-4 Permitted Signs And Regulations

Sec 104-17-5 Site Development Standards

Sec 104-17-1 Purpose And Intent

The purpose in establishing the Forest Residential, FR-3 zone is to provide for medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts.

(Ord. of 1956, § 15-1; Ord. No. 9-81)

Sec 104-17-2 Permitted Uses

The following uses are permitted in the Forest Residential Zone FR-3:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Cluster subdivision in accordance with title 108, chapter 3.
- (d) Dwelling unit as part of a Homeowner Association's common facility building, such as a clubhouse, for use by an on-site employed manager or night watchman with the density not greater than one manager or night watchman dwelling for every one hundred residential units within a project or combination of projects.
- (e) Home occupations.
- (f) Household pets.
- (g) Short-term rental, pursuant to Title 108, Chapter 11.
- (h) Single-family, two-family, three-family and four-family dwellings.
- (i) Temporary building or use incidental to construction work. Such building or use to be removed upon completion or abandonment of the construction work.
- (j) Residential facilities for persons with a disability meeting the requirements of section 108-7-13.

(Ord. of 1956, § 15-2; Ord. No. 96-35; Ord. No. 99-29; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No.

2012-3, 2-21-2012; Ord. No. 2015-7, Exh. A, 5-5-2015)

Page 43 of 61

HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-17-3 Conditional Uses

The following uses shall be permitted only when authorized by a conditional use permit obtained as provided in Title 108, Chapter 4 of this Land Use Code:

- (a) Boardinghouse, lodginghouse, bed and breakfast inn, subject to requirements of section 104-17-5(j).
- (b) Condominium rental apartment (condo-tel).
- (c) Educational/institutional identification sign.
- (d) Group dwelling.
- (e) Lockout sleeping room, maximum of two per dwelling unit.
- (f) Multiple-family dwelling.
- (g) Private park, playground and/or recreation area, but not including privately owned commercial amusement business.
- (h) Public buildings, public park, recreation grounds and associated buildings.
- (i) Public utility substations.
- (j) Time share building.
- (k) Recreation lodge.
- (l) Conference/education center.

(Ord. of 1956, § 15-3; Ord. No. 6-89; Ord. No. 9-81; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-42; Ord. No. 99-29; Ord. No. 2010-20)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Amended by Ord. [2023-01](#) on 1/10/2023

Sec 104-17-4 Permitted Signs And Regulations

Permitted signs and regulations shall comply with title 110, chapter 2, Valley signs, if located within the Ogden Valley area.

(Ord. of 1956, § 15-4; Ord. No. 99-29)

Sec 104-17-5 Site Development Standards

- (a) *Minimum lot area.* Two different minimum area regulations are recognized based upon the

use of either individual wastewater disposal systems of a community or a group wastewater disposal systems of a community or a group wastewater disposal facility approved by the state division of health as follows:

(1) Developments using individual wastewater disposal systems:

- a. For a one-building dwelling, 20,000 square feet of net developable area for a one- family dwelling or the first dwelling unit in a multiple-family dwelling plus 8,000 square feet of net developable area for each additional dwelling unit.
- b. For group dwellings, 20,000 square feet of net developable area for the first dwelling unit in each building plus 8,000 square feet of net developable area for each additional dwelling unit.
- c. For other main buildings, 20,000 square feet of net developable area.
- d. For each rental sleeping room including lockout sleeping room 500 square feet of net developable area in addition to the area required for the dwelling unit containing the sleeping room.
- e. Notwithstanding the above requirements, the maximum residential density shall not exceed four dwelling units or eight rental quest sleeping rooms per net developable acre of land and provided further that these area and density regulations shall be modified to meet any more stringent area requirements of the county and/or state division of health relating to individual wastewater disposal systems.

(2) Developments using a community or group wastewater disposal facility meeting the requirements of the state division of health code of wastewater disposal regulations:

- a. One building dwelling: 6,000 square feet of net developable area:
 1. Single-family.
 2. Two-family: 7,500 square feet or net developable area for a two-family dwelling.
 3. Multiple-family: 7,500 square feet of net developable area plus 2,000 square feet of net developable area for each dwelling unit in excess of two.
- b. Group dwellings: 7,500 square feet of net developable area for each dwelling plus 2,000 square feet of net developable area for each dwelling unit in excess of two in each building.
- c. Other main buildings: 7,500 square feet of net developable area. Each rental sleeping room including lockout sleeping: 500 square feet of net developable area in including lockout sleeping addition to the area required for the room dwelling unit containing the sleeping room.
- d. Notwithstanding the above requirements, the maximum residential density shall not exceed 20 dwelling units or 40 rental guest sleeping rooms per net

developable acre of land or part thereof.

- e. Net developable area or acre. The term "net developable area" or "net developable acre" is defined as a quantity of ground within a parcel or parcels of land with slopes of less than 30 percent and with soils of sufficient depth and suitable types to ensure against development being a detriment to surface water and groundwater quality.

(b) *Minimum lot width.* Minimum lot width: 60 feet.

(c) *Minimum yard setbacks.*

(1) Front: 25 feet.

(2) Side.

- a. Main building: eight feet with total width of two required side yards of not less than 18 feet plus one foot each side for each one foot main building if over 35 feet high.
- b. Accessory building: eight feet, except one foot if located at least six feet from rear of main building.
- c. Side facing street on corner lot: 20 feet.

(3) Rear.

- a. Main building: 30 feet.
- b. Accessory building: one foot except eight feet where accessory building rears on side yard of adjacent corner lot.

(d) *Main building height.*

(1) Minimum: one story.

(2) Maximum: 35 feet.

(e) *Accessory building height* 25 feet, unless meeting requirements of section 108-7-16, Large accessory buildings.

(f) *Lot coverage.* No building or group of buildings with their accessory buildings shall cover more than 40 percent of the lot area.

(g) *Open space.* At least 40 percent of the lot shall be left in open green space.

(h) *Special regulations.* In no case shall the ratio of the total floor area in the building to the total area exceed one to one.

(i) *Group dwellings and special provisions.* Group dwellings shall be considered as one building for the purpose of front, side and rear yard requirements, the entire group as a unit requiring one front, one rear and two side yards as specified for dwellings and no two separate

dwelling structures shall be closer than 30 feet.

Page 46 of 61

(j) *Bed and breakfast inn special requirements.* Bed and breakfast inns shall meet the following requirements:

- (1) One parking space is required per each rental guest room in addition to two spaces for the owner or host family.
- (2) Owner or host family shall occupy the building.
- (3) Meals shall only be served to overnight guests.
- (4) Signs are limited to one identification sign or nameplate per each inn.
- (5) Business license shall be obtained.

(Ord. of 1956, § 15-5; Ord. No. 9-81; Ord. No. 16-89; Ord. No. 99-29; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2018-6, Exh. A, 5-8-2018)

Exhibit “I”
Cobabe Ranch Townhomes Site Plan



Exhibit "J"
Cobabe Ranch Townhomes Architectural Depictions



COBABE RANCH TOWNHOMES

Exhibit “K”
Cobabe Ranch Single-Family Homes Site Plan



Exhibit "L"
Cobabe Ranch Single-Family Architectural Depictions



COBABE RANCH ARCHITECTURAL CONCEPT

Exhibit "M"
Residential Estate Zones (RE-15/RE-20) Ordinance

[see attached copy of RE-15/RE-20 Ordinance consisting of five (5) pages]

Chapter 104-3 Residential Estates Zones RE-15 And RE-20

Sec 104-3-1 Purpose And Intent

Sec 104-3-2 Permitted Uses

Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area

Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area

Sec 104-3-5 Conditional Uses

Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area

Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones

Sec 104-3-8 Sign Regulations

Sec 104-3-1 Purpose And Intent

The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone.

(Ord. of 1956, § 3-1; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 2009-15; Ord. No 2011-2, § 3-1, 1-18-2011)

Sec 104-3-2 Permitted Uses

The following uses are permitted in Residential Estates Zones RE-15 and RE-20:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use;
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Agriculture and agricultural experiment station;
- (d) Animals and fowl kept for family food production as an incidental and accessory use to the residential use of the lot;
- (e) Church, synagogue or similar building used for regular religious worship;
- (f) Cluster subdivision, in accordance with title 108, chapter 3 of this Land Use Code;
- (g) Corral, stable or building for keeping of animals or fowl, provided such building shall be located not less than 100 feet from a public street, and not less than 25 feet from any side or rear lot line;
- (h) Golf course, except miniature golf;
- (i) Greenhouse and nursery limited to sale of material produced on premises and with no retail shop operation;
- (j) Home occupations;
- (k) Household pets;

- (l) Parking lot accessory to use permitted in this zone;
- (m) Private stables; horses for private use only, and provided that not more than one horse may be kept for each one-half acre of land used for horses within any lot and no horses shall be kept on any lot of less than one-half acre in area;
- (n) Public building; public park, recreation grounds and associated buildings, public schools; private educational institutions having a curriculum similar to that ordinarily given in public schools;
- (o) Single-family dwelling; and
- (p) Temporary building or use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

(Ord. of 1956, § 3-2; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 96-35; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2011-2, § 3-2, 1-18-2011; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20: Chinchilla raising.

(Ord. of 1956, § 3-3; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-3, 1-18-2011)

Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20:

- (a) Farms devoted to the hatching, raising (including fattening as incident to raising) of chickens, turkeys or other fowl, rabbit, fish, frogs or beaver hatched or raised on the premises;
- (b) Raising and grazing of horses, cattle, sheep or goats, including the supplementary feeding of such animals, provided that such raising or grazing is not a part of, nor conducted in conjunction with any livestock feed yard, livestock sales yard, slaughterhouse, animal by products business or commercial riding academy.

(Ord. of 1956, § 3-4; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-4, 1-18-2011)

Sec 104-3-5 Conditional Uses

The following uses shall be permitted only when authorized by a conditional use permit as provided in title 108, chapter 4 of this Land Use Code:

- (a) Child day care or nursery.

- (b) Educational/institutional identification sign.
- (c) Private park, playground or recreation grounds and buildings not open to the general public and to which no admission is made but not including privately owned commercial amusement business.
- (d) Public utility substation.
- (e) Residential facilities for handicapped persons meeting the requirements of section 108-7-13 of this Land Use Code.
- (f) Residential facility for elderly persons meeting the requirements of section 108-7-15 of this Land Use Code.
- (g) Water storage reservoir developed by a public agency and meeting requirements of title 108, chapter 10 of this Land Use Code.
- (h) Small wind energy system.

(Ord. of 1956, § 3-5; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 2-79; Ord. No. 28-82; Ord. No. 16-86; Ord. No. 12-91; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-35; Ord. No. 96-42; Ord. No. 2008-8; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2011-2, § 3-5, 1-18-2011)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area

The following uses shall be permitted only when authorized by a Conditional Use Permit as provided in title 108, chapter 4 of this Land Use Code: Private dog kennel, for noncommercial purposes subject to the following:

- (a) No more than ten dogs older than ten weeks;
- (b) A minimum of 25 feet from any lot line, 100 feet from a property line adjacent to a street, and 75 feet from a dwelling on an adjacent lot.

(Ord. No. 2011-2, § 3-6, 1-18-2011)

Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones

The following site development standards apply to the RE-15 and RE-20 Zones:

	RE-15	RE-20
Minimum lot area		
Uses listed in 104-3-2 and 104-3-5	15,000 sq. ft.	20,000 sq. ft.
Uses listed in 104-3-3	40,000 sq. ft.	40,000 sq. ft.

Uses listed in 104-3-4	5 acres	5 acres
Minimum lot width	100 feet	100 feet
Minimum yard setbacks		
Front	30 feet	30 feet
Side		
Dwelling	10 feet with total width of 2 side yards not less than 24 ft.	
Other main building	20 feet each side	
Accessory building	10 feet except 1 foot if located at least 6 feet in rear of main building	
Accessory buildings over 1,000 sq. ft. for storage of personal equipment and materials	See section 108-7-16	
Side; facing street on corner lot	20 feet	20 feet
Rear		
Main building	30 feet	30 feet
Accessory building	One foot except 10 feet where accessory building rears on side yard of adjacent corner lot	
Main building height		
Minimum	1 story	1 story
Maximum	35 feet	35 feet
Accessory building height	25 feet unless meeting requirements of section 108-7-16, Large accessory buildings	

(Ord. of 1956, § 3-6; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-91; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No. 2011-2, § 3-7, 1-18-2011)

Sec 104-3-8 Sign Regulations

The height, size and location of the following permitted signs shall be in accordance with the regulations set forth in title 108, chapter 7 or title 110 of this Land Use Code.

- (a) Business signs for legal nonconforming commercial or industrial use including flat, freestanding, projecting, temporary or wall type signs.
- (b) Nameplates flat or wall type.
- (c) Identification and information signs directional, flat, freestanding, projecting, temporary or wall type signs.
- (d) Property signs directional, flat, freestanding, projecting, temporary or wall type signs.

(e) Service signs directional, flat, freestanding, or projecting type signs.

(Ord. of 1956, § 3-7; Ord. No. 7-76; Ord. No. 2010-20; Ord. No. 2011-2, § 3-8, 1-18-2011)

Exhibit "N"
Burdened Parcels

Legal Descriptions
[totaling five (5) pages]

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE & MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION, TUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTH BOUNDARY LINE OF PATIO SPRINGS UNIT 1, THENCE ALONG SAID NORTHERN BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES: (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (2) NORTH 66°55'58" WEST 112.60 FEET (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET HAVING A CENTRAL ANGLE OF 10°20'36" WEST A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (4) NORTH 15°23'05" EAST 203.17 FEET, THENCE NORTH 15°21'56" WEST 220.64 FEET, THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WEST A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET, THENCE NORTH 78°16'13" WEST 366.24 FEET, THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET, THENCE NORTH 89°28'18" WEST 231.24 FEET, THENCE NORTH 0°23'31" EAST 23.88 FEET, THENCE SOUTH 89°22'31" EAST 1317.16 FEET, THENCE NORTH 00°22'10" EAST 1337.50 FEET TO THE NORTHLINE OF SAID QUARTER SECTION THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: FAIRWAYS DRIVE ROAD DED PLAT BK 93 PG085-089. E# 3248948

Weber County Parcel No. 22-015-0110
(Totaling 61.12 Acres)

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET: (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

Weber County Parcel No. 22-016-0079
(Totaling 1.87 Acres)

A PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOLF CREEK DRIVE BEING LOCATED SOUTH 00°17'28" WEST 1354.41 FEET ALONG THE EAST LINE ON THE SOUTHWEST QUARTER OF SAID SECTION AND NORTH 90°00'00" WEST 230.22 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 943.25 FOOT RADIUS CURVE TO THE LEFT 11.87 FEET, HAVING A CENTRAL ANGLE OF 00°43'16", CHORD BEARS NORTH 37°34'48" EAST 11.87 FEET; (2) NORTH 37°13'11" EAST 62.30 FEET; (3) ALONG THE ARC OF A 3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING CENTRAL ANGLE OF 03°05'32", CHORD BEARS NORTH 35°40'25" EAST 196.09 FEET; (4) ALONG THE ARC OF A 2699.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12°04'00", CHORD BEARS NORTH 31°12'55" EAST 561.07 FEET; (5) NORTH 25°10'55" EAST 167.79 FEET; THENCE SOUTH 64°49'05" EAST 159.47 FEET; THENCE SOUTH 36°26'32" EAST 261.29 FEET; THENCE SOUTH 52°33'51" WEST 109.84 FEET; THENCE SOUTH 37°26'09" EAST 19.37 FEET; THENCE SOUTH 36°26'32" EAST 50.01 FEET; THENCE SOUTH 53°49'51" EAST 373.44 FEET; THENCE SOUTH 46°20'04" EAST 394.83 FEET; THENCE SOUTH 20°10'47" WEST 172.94 FEET; THENCE NORTH 86°04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 5; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PHASE 5 NORTH 44°47'34" WEST 165.96 FEET TO THE NORTHWEST CORNER OF SAID PHASE 5 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 6; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE 6 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°47'34" WEST 42.13 FEET; (2) NORTH 39°12'48" WEST 81.82 FEET TO THE NORTHWEST CORNER OF SAID PHASE 6 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 7; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 7 THE FOLLOWING FIVE (5) COURSES: (1) NORTH 39°12'48" WEST 148.45 FEET; (2) NORTH 60°27'05" WEST 71.76 FEET; (3) NORTH 84°14'30" WEST 49.97 FEET; (4) SOUTH 34°17'37" WEST 213.48 FEET; (5) SOUTH 00°31'06" WEST 253.28 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 7 SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 3; THENCE ALONG THE BOUNDARY OF SAID PHASE 3 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 90°00'00" WEST 118.57 FEET; (2) SOUTH 00°27'18" WEST 98.78 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 3 SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 1; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 1 AND ITS EXTENSION SOUTH 70°55'49" WEST 263.86 FEET; THENCE NORTH 79°07'31" WEST 98.17 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER 220160079; THENCE ALONG THE BOUNDARY OF SAID PARCEL 220160079 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°17'09" EAST 300.74 FEET; (2) NORTH 43°29'21" WEST 271.81 FEET TO THE POINT OF BEGINNING. CONTAINING 15.975 ACRES.

Weber County Parcels 22-016-0108, 22-016-0085 and 22-016-0098
(Totaling 15.975 Acres)

ALL OF THE PARK WITHIN ELKHORN SUBDIVISION PHASE 3, WEBER COUNTY, UT

Weber County Parcel No. 22-148-0014
(Totaling 4.77 Acres)

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT EAST 2632.68 FEET AND SOUTH 3862.30 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 89°14'39" WEST FROM SAID CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 22); THENCE AS FOLLOWS: SOUTH 89°47'44" EAST 942.59 FEET; THENCE SOUTH 00°12'16" WEST 162.31 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 89°48'10" WEST 943.33 FEET TO THE WEST SECTION LINE OF THE SAID SECTION 26; THENCE NORTH 00°27'53" EAST 162.43 FEET ALONG THE WEST SECTION LINE OF THE SAID SECTION 26 TO THE POINT OF BEGINNING.

Weber County Parcel No. Parcel 22-020-0028
(Totaling 3.51 Acres)

A PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 00°26'26" EAST 1301.92 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89°48'06" EAST 2480.76 FEET ALONG THE SOUTH LINE OF THE TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 6 IN PART; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 798.28 FEET; THENCE NORTH 89°34'09" WEST 1295.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 82.147 ACRES.

Weber County Parcel No. 22-020-0040
(Totaling 82.147 Acres)

A PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING LOCATED SOUTH 00°22'02" WEST 650.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FROM THE WEST QUARTER CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 89°34'09" EAST 1295.09 FEET; THENCE SOUTH 06°50'26" WEST 90.20 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 612.99 FEET; THENCE NORTH 07°06'32" WEST 40.83 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 367.32 FEET; THENCE SOUTH 85°37'40" WEST 1296.42 FEET; THENCE NORTH 00°16'28" EAST 810.03 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°28'41" WEST 861.60 FEET; THENCE SOUTH 89°34'09" EAST 1806.75 FEET TO THE POINT OF BEGINNING. CONTAINING 90.542 ACRES.

Weber County Parcel Nos. 22-021-0048, 22-021-0006 and 22-021-0111
(Totaling 90.542 Acres)

ORDINANCE NUMBER 2023-_____

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO APPLY A MASTER
PLANNED DEVELOPMENT OVERLAY ZONE ON 257 ACRES OF PROPERTY ZONED RE-15, RE-20,
FR-3, F-5, CVR-1 AND AV-3**

WHEREAS, the Weber County Board of Commissioners have adopted a zoning map for the unincorporated areas of Weber County; and

WHEREAS, the Weber County Board of Commissioners has received an application from John Lewis, to apply the Master Planned Development Overlay zone on 257 acres of property currently zoned RE-15, RE-20, FR-3, F-5, CVR-1, and AV-3; and

WHEREAS, the Weber County Board of Commissioners and Wolf Creek Resort Holdings, LLC, Eagle Crest, LLC, WCU, LLC, Cobabe Ranch, LLC, Wolf Creek Exchange, LLC, Elkhorn, LLC, and Wolfgang E Korndoerfer Trust mutually agree to apply the MPD Overlay zone over 257 acres zoned RE-15, RE-20, FR-3, F-5, CVR-1, and AV-3; and

WHEREAS, on October 25, 2022 the Ogden Valley Planning Commission held a duly noticed public hearing to consider the rezone application, and forwarded a positive recommendation to the Board of County Commissioners;

NOW THEREFORE, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to change the zoning designation, as more precisely described in the attached exhibits, applying the MPD overlay zone to 257 acres currently zoned RE-15, RE-20, FR-3, F-5, CVR-1, and AV-3. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

This ordinance shall become effective fifteen (15) days after publication.

Passed, adopted, and ordered published this _____ day of _____, 2023, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____,
_____, Chair

Commissioner Froerer voted _____
Commissioner Bolos voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A

Graphic Representation
John Lewis MPD Overlay zoning

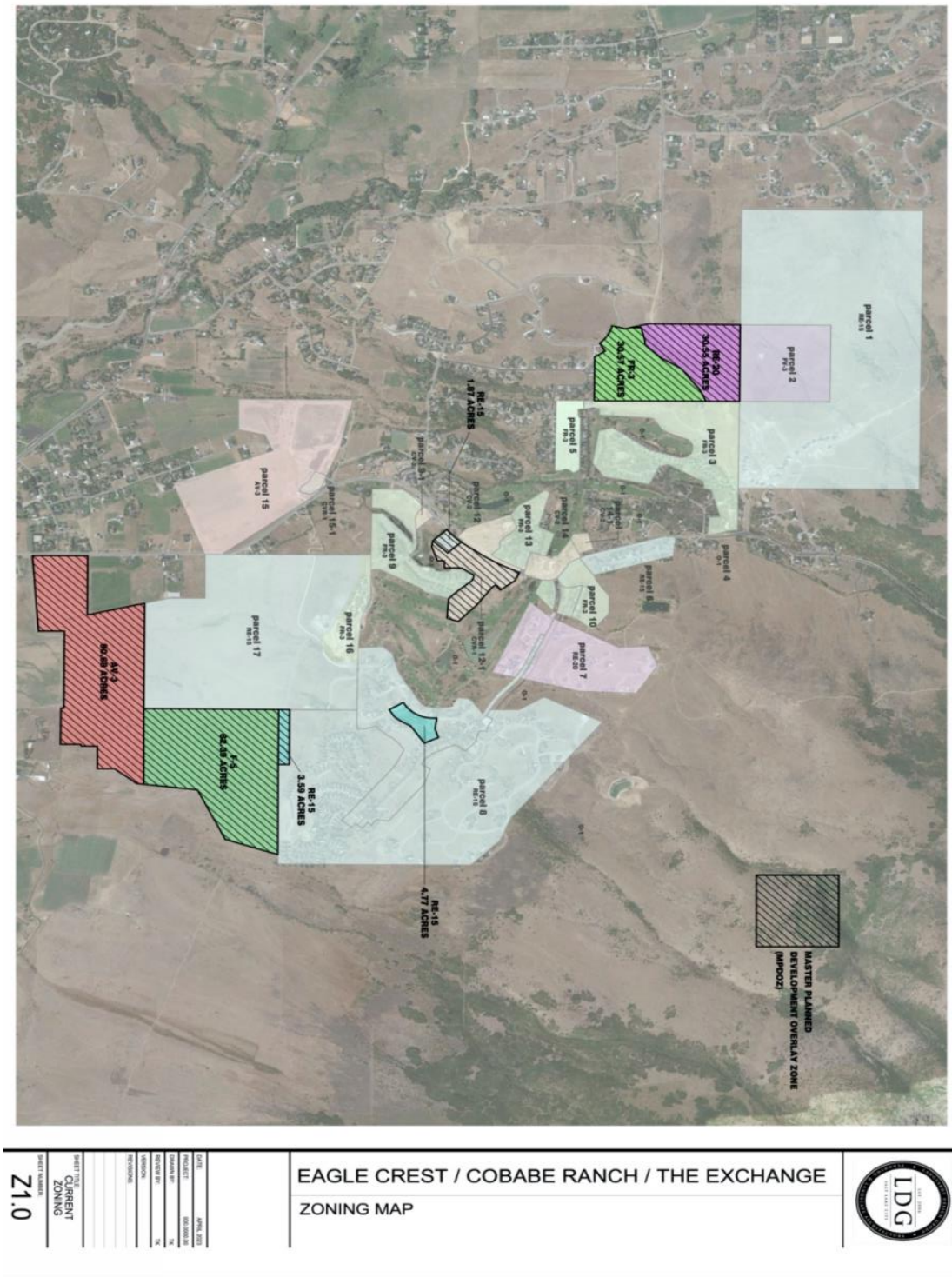


Exhibit A (Continued)

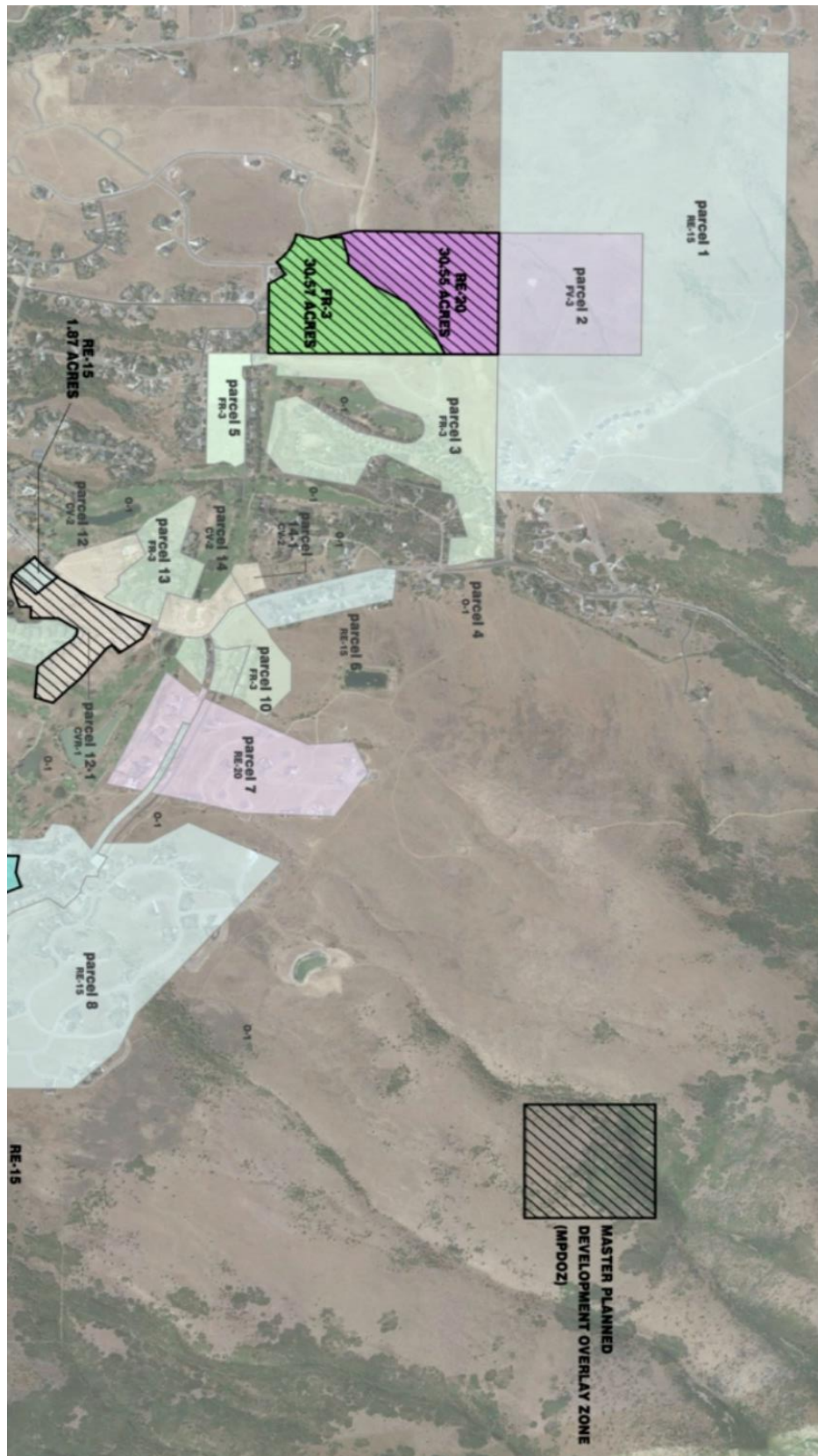


Exhibit A (Continued)

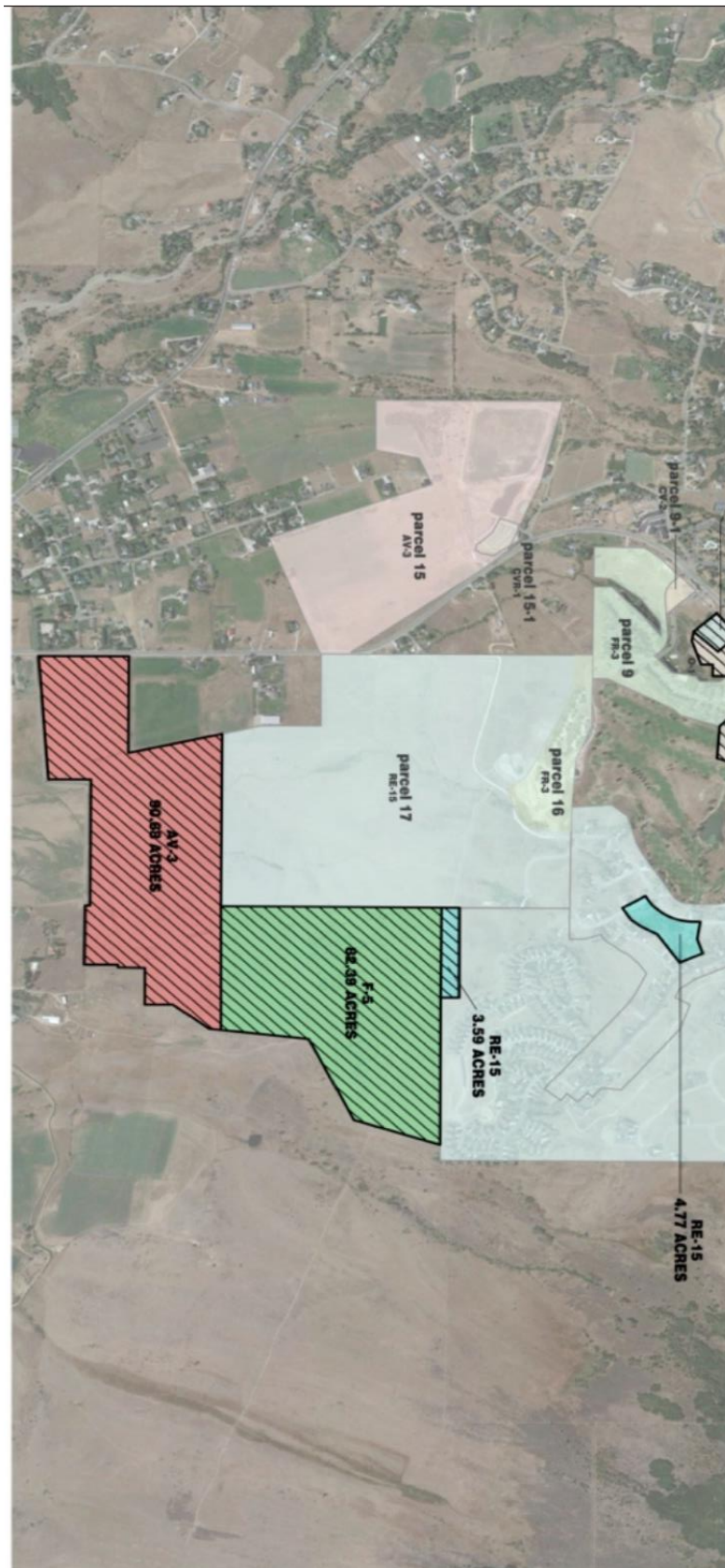


Exhibit B

Written Description

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE & MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION, TUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTH BOUNDARY LINE OF PATIO SPRINGS UNIT 1, THENCE ALONG SAID NORTHERN BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES: (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (2) NORTH 66°55'58" WEST 112.60 FEET (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET HAVING A CENTRAL ANGLE OF 10°20'36" WEST A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (4) NORTH 15°23'05" EAST 203.17 FEET, THENCE NORTH 15°21'56" WEST 220.64 FEET, THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WEST A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET, THENCE NORTH 78°16'13" WEST 366.24 FEET, THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET, THENCE NORTH 89°28'18" WEST 231.24 FEET, THENCE NORTH 0°23'31" EAST 23.88 FEET, THENCE SOUTH 89°22'31" EAST 1317.16 FEET, THENCE NORTH 00°22'10" EAST 1337.50 FEET TO THE NORTHLINE OF SAID QUARTER SECTION THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: FAIRWAYS DRIVE ROAD DED PLAT BK 93 PG085-089. E# 3248948

Weber County Parcel No. 22-015-0110
(Totaling 61.12 Acres)

Exhibit B (continued)

PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET; (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

Weber County Parcel No. 22-016-0079
(Totaling 1.87 Acres)

Exhibit B (continued)

A PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOLF CREEK DRIVE BEING LOCATED SOUTH 00°17'28" WEST 1354.41 FEET ALONG THE EAST LINE ON THE SOUTHWEST QUARTER OF SAID SECTION AND NORTH 90°00'00" WEST 230.22 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 943.25 FOOT RADIUS CURVE TO THE LEFT 11.87 FEET, HAVING A CENTRAL ANGLE OF 00°43'16", CHORD BEARS NORTH 37°34'48" EAST 11.87 FEET; (2) NORTH 37°13'11" EAST 62.30 FEET; (3) ALONG THE ARC OF A 3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING CENTRAL ANGLE OF 03°05'32", CHORD BEARS NORTH 35°40'25" EAST 196.09 FEET; (4) ALONG THE ARC OF A 2699.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12°04'00", CHORD BEARS NORTH 31°12'55" EAST 561.07 FEET; (5) NORTH 25°10'55" EAST 167.79 FEET; THENCE SOUTH 64°49'05" EAST 159.47 FEET; THENCE SOUTH 36°26'32" EAST 261.29 FEET; THENCE SOUTH 52°33'51" WEST 109.84 FEET; THENCE SOUTH 37°26'09" EAST 19.37 FEET; THENCE SOUTH 36°26'32" EAST 50.01 FEET; THENCE SOUTH 53°49'51" EAST 373.44 FEET; THENCE SOUTH 46°20'04" EAST 394.83 FEET; THENCE SOUTH 20°10'47" WEST 172.94 FEET; THENCE NORTH 86°04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 5; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PHASE 5 NORTH 44°47'34" WEST 165.96 FEET TO THE NORTHWEST CORNER OF SAID PHASE 5 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 6; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE 6 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°47'34" WEST 42.13 FEET; (2) NORTH 39°12'48" WEST 81.82 FEET TO THE NORTHWEST CORNER OF SAID PHASE 6 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 7; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 7 THE FOLLOWING FIVE (5) COURSES: (1) NORTH 39°12'48" WEST 148.45 FEET; (2) NORTH 60°27'05" WEST 71.76 FEET; (3) NORTH 84°14'30" WEST 49.97 FEET; (4) SOUTH 34°17'37" WEST 213.48 FEET; (5) SOUTH 00°31'06" WEST 253.28 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 7 SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 3; THENCE ALONG THE BOUNDARY OF SAID PHASE 3 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 90°00'00" WEST 118.57 FEET; (2) SOUTH 00°27'18" WEST 98.78 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 3 SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 1; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 1 AND ITS EXTENSION SOUTH 70°55'49" WEST 263.86 FEET; THENCE NORTH 79°07'31" WEST 98.17 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER 220160079; THENCE ALONG THE BOUNDARY OF SAID PARCEL 220160079 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°17'09" EAST 300.74 FEET; (2) NORTH 43°29'21" WEST 271.81 FEET TO THE POINT OF BEGINNING. CONTAINING 15.975 ACRES.

Weber County Parcels 22-016-0108, 22-016-0085 and 22-016-0098
(Totaling 15.975 Acres)

Exhibit B (continued)

ALL OF THE PARK WITHIN ELKHORN SUBDIVISION PHASE 3, WEBER COUNTY, UT

Weber County Parcel No. 22-148-0014
(Totaling 4.77 Acres)

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT EAST 2632.68 FEET AND SOUTH 3862.30 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 89°14'39" WEST FROM SAID CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 22); THENCE AS FOLLOWS: SOUTH 89°47'44" EAST 942.59 FEET; THENCE SOUTH 00°12'16" WEST 162.31 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 89°48'10" WEST 943.33 FEET TO THE WEST SECTION LINE OF THE SAID SECTION 26; THENCE NORTH 00°27'53" EAST 162.43 FEET ALONG THE WEST SECTION LINE OF THE SAID SECTION 26 TO THE POINT OF BEGINNING.

Weber County Parcel No. Parcel 22-020-0028
(Totaling 3.51 Acres)

A PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 00°26'26" EAST 1301.92 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89°48'06" EAST 2480.76 FEET ALONG THE SOUTH LINE OF THE TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 6 IN PART; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 798.28 FEET; THENCE NORTH 89°34'09" WEST 1295.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 82.147 ACRES.

Weber County Parcel No. 22-020-0040
(Totaling 82.147 Acres)

Exhibit B (continued)

A PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING LOCATED SOUTH 00°22'02" WEST 650.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FROM THE WEST QUARTER CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 89°34'09" EAST 1295.09 FEET; THENCE SOUTH 06°50'26" WEST 90.20 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 612.99 FEET; THENCE NORTH 07°06'32" WEST 40.83 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 367.32 FEET; THENCE SOUTH 85°37'40" WEST 1296.42 FEET; THENCE NORTH 00°16'28" EAST 810.03 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°28'41" WEST 861.60 FEET; THENCE SOUTH 89°34'09" EAST 1806.75 FEET TO THE POINT OF BEGINNING. CONTAINING 90.542 ACRES.

Weber County Parcel Nos. 22-021-0048, 22-021-0006 and 22-021-0111
(Totaling 90.542 Acres)