

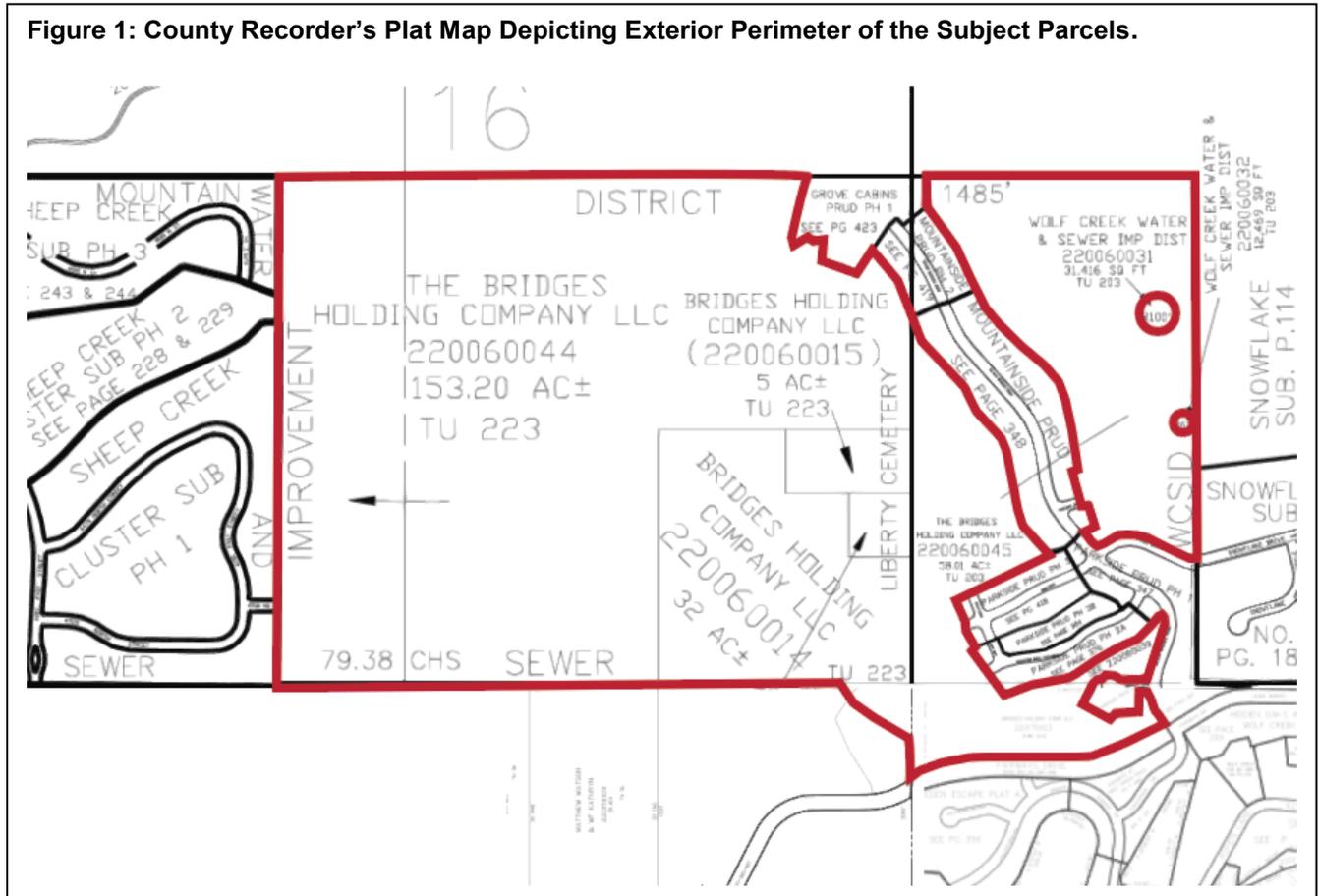
the four zones into a single zone to simplify administrative issues and align with the project's proposed single-family residential uses.

The proposed rezone, if approved, offers the county a chance to guide development through the MPDOZ and ensure better community outcomes, including infrastructure improvements and open space preservation. Should there be desire to deny the rezone, the planning commission should weigh the decision against the applicant's vested development rights and the potential for continued development under the existing agreement and CUP.

Staff is recommending approval of the rezone with specific considerations and recommendations.

Policy Analysis

This is a proposed rezone of approximately 250 acres commonly referred to as the Bridges development. The project affects six parcels: #220060044, #220060015, #220060016, #220060045, #220170023, and the northeast corner of #220150110. **Figure 1** shows the subject parcels outlined in red.



The property is currently governed by four zones: the RE-15, RE-20, FV-3, and FR-3 zone, with the majority of the property (about 205 acres) being in the RE-15 zone (see Figure 2 for a graphic depiction of current zoning). All of the property in the RE-15 and FR-3 zones are also governed by the Wolf Creek development agreement that was adopted in 2002, and updated and clarified in 2015. The 2015 clarification divvied out the remaining development rights from the 2002 agreement to the various remaining ownerships. From that, the portion of the property in the RE-15 zone was given 413 residential development rights. Of the 413 rights, 94 have already been platted, leaving a remaining 319 residential development rights.

Since 2015 there have been other various updates to the Wolf Creek agreement, but none appear to affect the subject property in any meaningful way.

In addition to the 413, the applicant has fairly recently acquired the part of the property currently in the FV-3 zone. This portion of the property is not subject to the Wolf Creek development agreement and has a zoning base density of 13 units. When added to the 413 it comprises the 426 residential development rights generally discussed in this

report and in the development agreement. Because it is simple to understand how the 13 FV-3 rights were derived (total acreage divided by 3), this report focuses substantially on explaining the allocation of the 413.

With this application, the applicant is requesting three things. First, to remove the property from the Wolf Creek development agreement. Second, to apply the Master Planned Development Overlay Zone (MPDOZ) to the property. Third, after being requested by staff, the applicant has agreed to request the consolidation of the four zones into one zone that better reflects the amount of density that past development agreements have assigned to it, and better reflects/assigns the semi-rural single-family intended uses of those agreements for this property. The consolidation will also help avoid the long-term administrative complications of applying split zoning.

Among other things, the MPDOZ requires development configuration to be generally based on the principles found in the cluster subdivision ordinance. As can be reviewed from this project's master plan, this proposal provides for that clustering of lots surrounded by meaningful open space areas.

As a legislative item, the county is not obligated to approve any or all of the applicant's requests. It should be noted, however, that regardless of the county's decision on this application, the 413 residential development rights from the Wolf Creek development agreement will still be assigned to the property. This means that the county is bound by contract to provide a way by which the applicant can plat them. At this time, the applicant has two other options for platting that do not require a legislative action; plat using the complications of the cluster subdivision ordinance and/or plat as a traditional (no open space) subdivision.

Given these other two options, staff recommends approving the applicant's request, as it appears to offer better community outcomes supported by the Ogden Valley General Plan, and gives the county a little bit of leverage to get better street and trail connectivity, meaningful open spaces, and certain infrastructure improvements that the county would not otherwise be allowed to mandate.

Zoning Analysis

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

As afore mentioned, the property is split by three zones. The following are the purposes and intent of each.

RE-15 and RE-20:

"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."

FV-3:

"The purpose of the Forest Valley Zone, FV-3 is to provide area for residential development in a forest setting at a low density, as well as to protect as much as possible the naturalistic environment of the development."

FR-3:

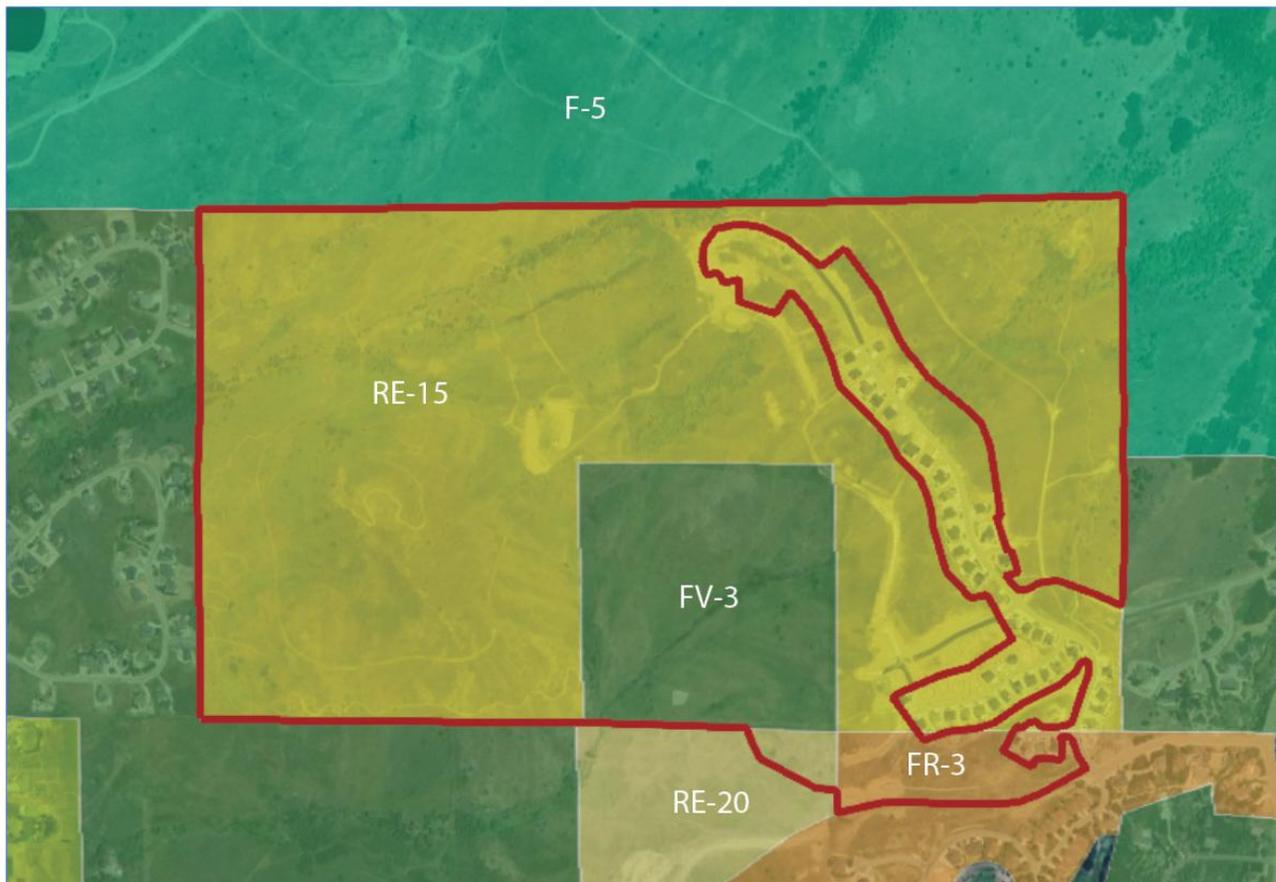
“The purpose of the forest residential zone is to provide area for residential development in a forest setting. ... The FR-3 zone is intended to provide medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas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

The FR-3 zone is the primary reason staff has requested the overall property to be rezoned to one consistent single-family residential zone. It is too different from the other three more rural-oriented zones. If the future for some reason does not go as is now being planned and the development agreement density restrictions cannot be applied as is now being intended, it could potentially expose a portion of the property to the FR-3 density rights and/or uses. For example, in Nordic Valley there was a parcel that was zoned FR-3 with what the county thought was a development restriction for only a very small fraction of those units allowed to be constructed. As we later came to find out, the restriction was not written well enough for the attorney’s office to feel it would withstand a court’s scrutiny and the county was essentially bound to recognize all of the rights established by the FR-3 zone. Building on that lesson, staff feels it would be appropriate to work with the applicant to, at the very least, remove the FR-3 zone from the property if not consolidate all zoning into one.

If approved as staff is recommending, the new zoning map would appear as set forth in Figure 3, with the entire subject property being in the RE-20 zone. Please note the portion of the Bridges development that is already platted is not a part of this proposed rezone or development agreement.

The development standards for lots/units in the property will be as specified in the proposed development agreement (see Exhibit D of the attached proposed development agreement) rather than as provided in the RE-20 zone. With the exception of the applicant’s request to allow short-term rentals as further explained below, the uses proposed therein substantially reflect the single-family oriented uses of the RE-20 zone, minus large-lot uses, farm animals, and institutional uses (i.e, churches, care facilities, etc). The applicant is requesting that all proposed uses be allowed as a permitted use. The following table is a comparison between the code and the applicant’s requested

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



uses. Staff suggests accepting the applicants proposed uses as long as they are phrased as provided in the RE-20 zone and as long as the uses designated as conditional uses remain conditional.

RE-20 Code-Allowed Uses Compared to Applicant's Development Agreement Uses

RE-20 Zone Uses Allowed by Code

**RE-20 Uses Proposed by Applicant
(all requested to be permitted uses)**

Permitted Uses	
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;	Accessory building incidental to the use of a main building
Accessory dwelling unit, in compliance with Chapter 108-19.	Accessory dwelling unit
Agriculture and agricultural experiment station;	x
Animals and fowl kept for family food production as an incidental and accessory use to the residential use of the lot;	x
Church, synagogue or similar building used for regular religious worship;	x
Cluster subdivision, in accordance with title 108, chapter 3 of this Land Use Code;	x
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;	x
Golf course, except miniature golf;	x
Greenhouse and nursery limited to sale of material produced on premises and with no retail shop operation;	x
Home occupations;	Home occupations
Household pets;	House pets
Parking lot accessory to use permitted in this zone;	Parking lot accessory to use permitted in this zone
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;	x
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;	Public/private building; public/private park, recreation grounds, clubhouse, pool and associated buildings
Single-family dwelling	Single family dwelling
Temporary building or use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.	Temporary building or use incidental to construction work
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.	x
Permitted Uses Requiring Five Acres Minimum Lot Area	

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;	x
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.	x
Conditional Uses	
Child day care or nursery.	x
Educational/institutional identification sign.	x
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.	x
Public utility substation.	Public/private utility substation
Residential facilities for handicapped persons meeting the requirements of section 108-7-13 of this Land Use Code.	x
Residential facility for elderly persons meeting the requirements of section 108-7-15 of this Land Use Code.	x
Water storage reservoir developed by a public agency and meeting requirements of title 108, chapter 10 of this Land Use Code.	Water storage reservoir
Small wind energy system.	x
	Short term rentals (Not a use listed in the RE-20 zone)

Nonconforming (grandfathered) rights.

In reviewing this application it is important to note that there are existing nonconforming rights attached to the property. The way the proposed agreement is written, the rezone and agreement will remove those rights in favor of the new rights being requested. Two of the nonconforming rights that the planning commission should be aware of is the right to continue platting the project as a PRUD, and the right to establish short term rentals on the property. Both are better explained below.

In 2016, the applicant gained approval of a Conditional Use Permit (CUP) to master plan part of the property. This is the CUP that the proposed development agreement proposes to supersede. This CUP allowed for 364 of the 413 residential development rights to be platted as a Planned Residential Unit Development (PRUD), leaving 49 of those rights still assigned to the property to be later master planned/platted.

In 2021, the county repealed the PRUD ordinance. At the time, PRUD decisions were administrative, which gave the county limited approval discretion. The PRUD ordinance was replaced with the MPDOZ, which gives the county wide approval discretion. Despite the ordinance being repealed, because the applicant has continued to plat subdivision phases under the old PRUD rules within timeframes prescribed by ordinance, this PRUD approval appears to remain a nonconforming (grandfathered) PRUD. This means that as long as new phases continue to be platted within ordinance-prescribed timeframes, the applicant can continue to plat lots and establish uses pursuant to that 2016 approval. To date, only 94 of the 364 units have been platted, leaving 270 lots/units still entitled under that approval.

In addition, the 2016 CUP approval granted the additional right for an unspecified number of the 364 units to be used as short-term rentals (STR). This STR right does not appear to be tempered by that approval with any use-specific standards. Because the approval came well before the county adopted the strict short-term rental provisions of current code, staff is not certain at this time whether the 2016 approval vests the use without the new standards. If it does, then superseding and eliminating that CUP in favor of this rezone and development agreement gives the county better ability to govern STRs on the property. And because the right to STRs was only arguably granted to 364 units subject to that CUP, through this rezone the county has some latitude as to whether or not the remaining 49 units should be allowed to be used as STRs.

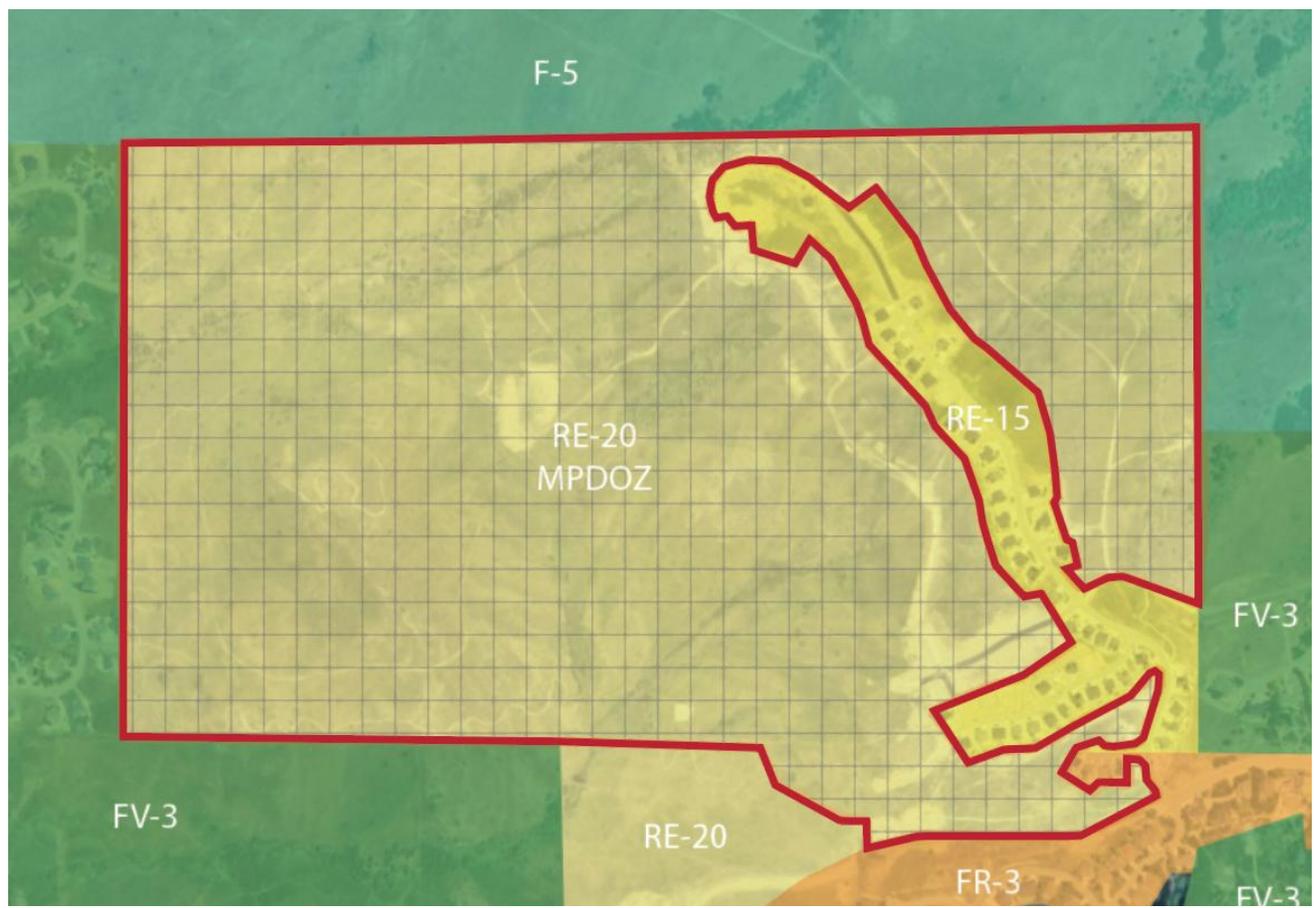
Unless the applicant has additional favor to offer the county in exchange, staff does not recommend extending the right to those units, and further recommends the STR-restricted units be located on the lots proposed on the western and southwestern edges of the project. This will provide a significant buffer between STRs and the existing residences in the Sheep Creek subdivision on the west, as well as potential future large-lot development on the vacant FV-3 zoned parcels southwest of the property.

In summation, it is important to note that if the county denies this rezone, or if the county applies extensive regulations or restrictions to it that make it untenable for the applicant to continue to pursue, the applicant can still finish development pursuant to the 2016 approval for what remains of the 364 units and establish each as STRs. If that becomes the case, the applicant will only have 49 of the 413 units, or 62 of the 426 units if counting the FV-3 parcel, remaining to plat or plan.

It is also important to note that so long as nonconforming rights are not abandoned or discontinued, they run with the land even after incorporation becomes effective.

Rezoning Negotiations.

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



The reason it is important to understand the applicant's grandfathered rights is, as with any negotiation, the county should know the leverage it has at its disposal as well as the leverage the other party has, and what may occur if negotiations are unsuccessful. In this case, if negotiations are unsuccessful, the other party has the contractual right via the Wolf Creek development agreement to plat 413 development rights on the property. Of that, the applicant has the right to continue to plat and establish uses in accordance with the master plan, the zone, and the uses approved in 2016, including STRs, for 364 units. While the applicant may still have the right to plat the remaining 49 units, the county has some limited latitude based on adopted standards and ordinances to influence the general configuration of them, including some limited street connectivity. Further, the county has full discretion to prohibit STRs from the 49 (62 when counting the units derived from the FV-3 zone).

However, as long as the county is cognizant of the applicant's best alternative to a negotiated agreement, the county has quite a bit of leverage regarding configuration and connectivity, infrastructure and improvements, allowance or limitation of uses (including STRs), and other effective or desirable community-building measures.

Over the last several months staff have worked with the applicant to negotiate these items and others. The attached proposed development agreement is the outcome thus far.

Development Agreement.

The attached proposed negotiated development agreement captures most of the terms negotiated between staff and the applicant. Staff's recommendation in this report contains a number of other considerations we are requesting that are yet to be more fully fleshed out. The county commission will benefit from the planning commission's recommendation regarding them and other aspects both in and not in the proposed development agreement.

The planning commission's role in evaluating provision in the development agreement is generally limited to land use regulations. In this context, state code defines a land use regulation as "... a rule that governs the use or development of land."¹ The proposed development agreement contains quite a bit of rules that govern county administration and processes more than they govern the use or development of land. To help ease the planning commission's need for discernment, staff has provided an asterisks (*) at the beginning of each section or subsection that is believed to pertain to land use regulations. The planning commission can feel free to review and ask questions about non land use regulations, just be advised that staff may not have definitive answers for some that are subject to additional negotiations with other county divisions or the county commission.

Rather than collecting staff's specific development agreement comments/explanations in the body of this report, staff has provided them in the margins of the attached development agreement for the planning commission's review.

One consideration discussed by the developer and staff is the provision for affordable housing. The applicant has suggested that because the proposed cabin units are 1,000 square feet they are likely to become some of the most affordable new residential units that will be on the market in the area. That should indeed be the case for those that are not used for STRs.

Rezone Objectives.

Among other considerations deemed important to the planning commission, county code suggests each rezone be reviewed for the following general considerations. Each provide a decent backdrop from which to base findings for approval or denial.

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

(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.

¹ See UCA 17-27a-103.

- (c) The extent to which the proposed amendment may adversely affect adjacent property.**
- (d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.**
- (e) Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.**
- (f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.**

Staff Recommendation

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

1. Rezone the entire property to the RE-20 zone.
2. The list of allowed uses (Exhibit D) and standards (Exhibit E) of the DA should be updated to provide the following:
 - a. More specifically address staff notes/comments.
 - b. Include the specific language found for each use in the RE-20 zone or provide alternative regulatory standards that serve the same purpose.
 - c. The uses that would otherwise require a conditional use permit should have specific aesthetic and safety standards written into the agreement if they are to be allowed as permitted uses. Standards such as building materials, fencing/wall materials and design, screening requirements including specific vegetation densities, if vegetation will be used for screening, and conditions or circumstances under which screening is required, and a long term landscaping and maintenance plan.
 - d. Short term rentals:
 - i. Should be limited to only the 364 units they were approved for by the 2016 CUP, including the 94 units already platted, giving the applicant a total of 270 more STRs.
 - ii. Should be prohibited from lots 51-57, 425-430, and 501-521, and from at least 50 percent of the cabin units. A reference to this restriction should be required on each subdivision plat.
 - iii. Should either be specifically limited to no more than two "sleeping rooms" as provided in the STR ordinance, or provide no less than three parking spaces.
 - e. The cabins:
 - i. Should be limited to no more than 1,100 square feet of livable space in an effort to provide more affordable housing options.
 - ii. Contain no more than two bedrooms.
 - iii. Parking lots should all be connected by means of a continuous five-foot sidewalk, including safe street crossings. The sidewalk connections should generally run parallel to the street unless a route that is more efficient for pedestrians and more likely to be used instead of the street can be provided otherwise.
 - iv. Proposed exterior design should be included in the design standards.
3. The street cross sections should be updated to include the final expected design of Fairways Drive, or reserve a place for it and provide an agreement to follow whatever it is for the portion of the street required of the applicant.
4. Staff's other comments and suggestion provided in the attached DA should be more fully addressed prior to county commission approval.

5. A homeowner's association is created to provide perpetual operations and maintenance of the open space areas and trails.

Staff's recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.
2. The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone.

I do so in support of including the recommended additional considerations from staff in the staff report, and with the following findings:

Example findings:

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

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone.

I do so in support of including the recommended additional considerations and findings provided by staff in the staff report, **but with the following additional edits and corrections**:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone. **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement and Exhibits.

Exhibit B: (Initial) Application.

Staff Report Exhibit A: Proposed
Development Agreement and
Exhibits.

DRAFT TO COUNTY FOR PLANNING COMMISSION
01/19/25

(SOME OF THE LEGAL LANGUAGE STILL BEING NEGOTIATED)

(MANY CROSS-REFERENCES NOT CORRECTED)

MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY

February __, 202

TABLE OF CONTENTS

RECITALS1-2

1. Incorporation of Recitals and Exhibits / Definitions2

 1.1. Incorporation2

 1.2. Definitions.....2

 1.2.1. *Administrative Modifications*2

 1.2.2. *Administrator*2

 1.2.3. *Applicant*2

 1.2.4. *ARC*.....2

 1.2.5. *MDA*2

 1.2.6. *Buildout*.....3

 1.2.7. *County*.....3

 1.2.8. *County Consultants*3

 1.2.9. *County’s Future Laws*3

 1.2.10. *County’s Vested Laws*3

 1.2.11. *Commercial Site*.....3

 1.2.12. *Commercial Site Plan*3

 1.2.13. *Master Plan*.....3

 1.2.14. *Commission*.....3

 1.2.15. *Conditional Use*3

 1.2.16. *Default*3

 1.2.17. *Denial/Denied*3

 1.2.18. *Design Guidelines*3

 1.2.19. *Development*3

 1.2.20. *Development Application*4

 1.2.21. *Development Report*.....4

 1.2.22. *Dispute*4

 1.2.23. *Dispute Resolution Process*.....4

 1.2.24. *Exceptions from County Standards*.....4

 1.2.25. *Final Plat*4

 1.2.26. *Home Owners Association(s) (or “HOA(s)”*4

 1.2.27. *Intended Uses*.....4

 1.2.28. *Master Plan*.....4

 1.2.29. *CLUDMA*4

 1.2.30. *Maximum Residential Dwelling Units (“Maximum RDU’s”)*.....4

 1.2.31. *Mixed Use*5

 1.2.32. *Notice*.....5

 1.2.33. *Open Space*5

 1.2.34. *Master Developer*.....5

 1.2.35. *The Property*5

Commented [E1]:
Not fully coordinated with current draft

1.2.36.	<i>Outsourc[e]ing</i>	5
1.2.37.	<i>Outsourced Work</i>	5
1.2.38.	<i>Parcel</i>	5
1.2.39.	<i>Parks, Trails, and Open Space</i>	5
1.2.40.	<i>Parties</i>	5
1.2.41.	<i>Party</i>	5
1.2.42.	<i>Phase</i>	5
1.2.43.	<i>Prior Agreement</i>	5
1.2.44.	<i>Private Improvements</i>	5
1.2.45.	<i>Project</i>	6
1.2.46.	<i>POS Schedule</i>	6
1.2.47.	<i>Public Infrastructure</i>	6
1.2.48.	<i>Residential Dwelling Unit (“RDU”)</i>	6
1.2.49.	<i>Subdeveloper</i>	6
1.2.50.	<i>Subdivision</i>	6
1.2.51.	<i>Subdivision Application</i>	6
1.2.52.	<i>System Improvements</i>	6
1.2.53.	<i>Technical Guidelines</i>	6
1.2.54.	<i>Zoning</i>	6
2.	<u>Effect Of MDA (Add 2.1 Conditional Use)</u>	6
2.1.	<i>Conditional Use</i>	6
3.	<u>Development Of The Project</u>	6
3.1.	<i>Compliance with this MDA</i>	6
3.2.	<i>Land Uses within the Project, Configuration</i>	6
3.3.	<i>Maximum RDUs</i>	7
3.3.1.	<i>Configuration of Maximum RDUs</i>	7
3.4.	<i>Master Developer’s Discretion</i>	7
3.4.1.	<i>Concurrency Management of Future Development</i>	7
3.5.	<i>Required Process</i>	7
3.5.1.	<i>Approval Required Before Development</i>	7
3.5.2.	<i>Building Permits</i>	7
3.5.3.	<i>County and Other Governmental Agency Permits</i>	8
3.5.4.	<i>Fees</i>	8
3.5.5.	<i>County Cooperation and Approval</i>	8
3.5.6.	<i>Outsourcing of Processing of Development Applications</i>	8
3.5.6.1.	<i>Timing</i>	8
3.5.6.2.	<i>Election/Cost Estimate</i>	8
3.5.6.3.	<i>Compliance with Applicable Codes</i>	9
3.5.6.4.	<i>Final Payment</i>	9
3.5.6.5.	<i>Acceptance of Outsourced Work</i>	9

3.5.7.	Acceptance of Certifications Required for Development Applications	9
3.5.8.	Independent Technical Analyses for Development Applications	9
3.5.9.	Intent of One-Time Review	9
3.5.10.	County Denial of a Development Application	10
3.5.11.	Dispute Resolution	10
3.5.12.	County Denials of Development Applications Based on Denials from Non-County Agencies.....	10
3.5.13.	Construction Prior to Completion of Infrastructure	10
3.5.14.	Outsourcing of Inspections	10
3.5.14.1.	<i>Timing</i>	10
3.5.14.2.	<i>Election/Cost Estimate</i>	10
3.5.14.3.	<i>Compliance with Applicable Codes</i>	11
3.5.14.4.	<i>Final Payment</i>	11
3.5.14.5.	<i>Acceptance of Outsourced Work</i>	11
3.6.	Parcel Sales	11
3.7.	Accounting for RDUs for Developments by Master Developer	11
3.8.	Development Report	11
3.8.1.	<i>Ownership</i>	11
3.8.2.	<i>Units and Uses Proposed to be Developed</i>	11
3.8.3.	<i>Units and Uses Transferred or Remaining</i>	12
3.8.4.	<i>Parks, Trails, and Open Space</i>	12
3.8.5.	<i>Material Effects</i>	12
3.9.	Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers	12
3.9.1.	<i>Return of Unused RDUs</i>	12
3.10.	Phasing	12
4.	<u>Zoning and Vested Rights</u>	12
4.1.	Vested Rights Granted by Approval of this MDA	12
4.2.	Exceptions	13
4.2.1.	<i>Master Development Agreement</i>	13
4.2.2.	<i>State and Federal Compliance</i>	13
4.2.3.	<i>Codes</i>	13
4.2.4.	<i>Taxes</i>	13
4.2.5.	<i>Fees</i>	13
4.2.6.	<i>Compelling, Countervailing Interest</i>	13
4.3.	Reserved Legislative Powers	13
5.	<u>Term of Agreement</u>	14
6.	<u>Application Under County's Future Laws</u>	14
7.	<u>Tax Benefits</u>	14
8.	<u>Public Infrastructure</u>	14
8.1.	Construction by Master Developer.....	14

8.1.1.	<i>Security for Public Infrastructure</i>	14
8.1.2.	<i>Bonding for Landscaping</i>	14
8.2.	Dedication of Public Improvements	14
8.3.	Public Infrastructure Financing	14
9.	<u>Upsizing/Reimbursements To Master Developer</u>	15
9.1.	Upsizing	15
9.2.	Dispute Resolution	15
10.	<u>Parks, Trails, and Open Space</u>	15
10.1.	PTOS Plan	15
11.	<u>On-Site Processing Of Natural Materials</u>	15
12.	<u>Provision Of Municipal Services</u>	15
13.	<u>Default</u>	15
13.1.	Notice	16
13.2.	Contents of the Notice of Default	16
13.2.1.	<i>Specific Claim</i>	16
13.2.2.	<i>Applicable Provisions</i>	16
13.2.3.	<i>Materiality</i>	16
13.2.4.	<i>Optional Cure</i>	16
13.2.5.	<i>Dispute Resolution</i>	16
13.3.	Remedies	16
13.3.1.	<i>Law and Equity</i>	16
13.3.2.	<i>Security</i>	16
13.3.3.	<i>Future Approvals</i>	16
13.4.	Public Meeting	16
13.5.	Emergency Defaults	16
13.6.	Extended Cure Period	17
13.7.	Default of Assignee	17
14.	<u>Dispute Resolution</u>	17
14.1.	Meet and Confer regarding Development Application Denials	17
14.2.	Mediation of Disputes	17
14.2.1.	<i>Issues Subject to Mediation</i>	17
14.2.2.	<i>Mediation Process</i>	17
14.3.	Arbitration of Disputes	17
14.3.1.	<i>Issues Subject to Arbitration</i>	17
14.3.2.	<i>Mediation Required Before Arbitration</i>	17
14.3.3.	<i>Arbitration Process</i>	17
14.4.	District Court	18
15.	<u>Notices</u>	18
15.1.	Effectiveness of Notice	18
15.1.1.	<i>Hand Delivery</i>	18

15.1.2. <i>Electronic Delivery</i>	18
15.1.3. <i>Mailing</i>	19
16. <u>Administrative Modifications</u>	19
16.1. Allowable Administrative Applications	19
16.1.1. <i>Infrastructure</i>	19
16.1.2. <i>Minor Amendment</i>	19
16.2. Application to Administrator	19
16.3. Administrator’s Review of Administrative Modification	19
16.3.1. <i>Referral as Amendment</i>	19
16.4. <i>Appeal of Administrator’s Denial of Administrative Modification</i>	19
17. <u>Amendment</u>	19
17.1. Who May Submit Modification Applications	19
17.2. Modification Application Contents	19
17.2.1. <i>Identification of Property</i>	20
17.2.2. <i>Description of Effect</i>	20
17.2.3. <i>Identification of Non-County Agencies</i>	20
17.2.4. <i>Map</i>	20
17.3. Fee	20
17.4. County Cooperation in Processing Modification Applications	20
17.5. Planning Commission Review of Modification Applications	20
17.5.1. <i>Review</i>	20
17.5.2. <i>Recommendation</i>	20
17.6. Commission Review of Modification Application	20
17.7. Commission’s Objections to Modification Applications	20
17.8. Disputes	20
18. <u>Estoppel Certificate</u>	20
19. <u>Attorney’s Fees</u>	21
20. <u>Headings</u>	21
21. <u>No Third-Party Rights / No Joint Venture</u>	21
22. <u>Assignability</u>	21
22.1. Sale of Lots	21
22.2. Related Entity	21
22.3. Notice	21
22.4. Time for Objection	21
22.5. Partial Assignment	21
22.6. Denial	21
22.7. Dispute Resolution	22
22.8. Assignees Bound by MDA	22
23. <u>Binding Effect</u>	22
24. <u>No Waiver</u>	22

25. <u>Further Documentation</u>	22
26. <u>Severability</u>	22
27. <u>Force Majeure</u>	22
28. <u>Time Is Of The Essence</u>	22
29. <u>Appointment Of Representatives</u>	22
30. <u>Rights Of Access</u>	22
31. <u>Mutual Drafting</u>	23
32. <u>Applicable Law</u>	23
33. <u>Venue</u>	23
34. <u>Entire Agreement</u>	23
35. <u>Conflicts</u>	23
36. <u>Recordation and Running With The Land</u>	23
37. <u>Authority</u>	23
TABLE OF EXHIBITS	24
SIGNATURES	25-26

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY**

This MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of December, 2024, by and between Weber County, a political subdivision of the State of Utah; and the Bridges Holding Company, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this MDA.
- F. Development of the Property will include the Intended Uses as defined in this MDA.
- G. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with CLUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- H. The County Commission has reviewed this MDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the County based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this MDA.
- K. Master Developer and the County have cooperated in the preparation of this MDA.
- L. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this MDA.
- M. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2024).

N. This MDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 was considered by the Planning Commission on January 28, 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2024), in making a recommendation to the County Commission.

O. The County believes that this MDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the County Commission regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

P. The County intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

Q. This County’s entry into this MDA is authorized by the adoption of Ordinance # _____ on February ____, 2025.

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–F are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this MDA. Words not defined herein shall have the same meaning as provided by the County’s Vested Laws. When consistent 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 apply to all genders whenever the context 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.

1.2.1. **Administrative Modifications** means those modifications to this MDA that can be approved by the Administrator pursuant to Section 16.

1.2.2. **Administrator** means the person designated by the County as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **ARC** means the Architectural Review Committee created by the HOA.

- 1.2.5. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2024).
- 1.2.8. **Commission** means the elected County Commission of the County.
- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage, for reviewing certain aspects of the development of the Project.
- 1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.12. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County in effect as of the date of the execution of this MDA regarding land use, specifically, Titles _____, _____ and _____ a digital copy of which is attached as Exhibit "F".
- 1.2.13. **Default** means a material breach of this MDA.
- 1.2.14. **Denial/Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.15. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.
- 1.2.16. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, or any of the Intended Uses.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.18. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a

Commented [E2]: This is the current county code.

Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

- 1.2.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.
- 1.2.20. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.21. **Exceptions from County Standards** means the Design Guidelines (Exhibit D) and the minimum setback standards in the Technical Guidelines (Exhibit E) which contain certain modifications to or from the County’s current engineering and site design requirements. If there is any conflict between the Design Guidelines or the minimum setback standards in the Technical Guidelines and the current County standards the Design Guidelines and the minimum setback standards in the Technical Guidelines shall control.
- 1.2.22. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.23. **Home Owner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.24. **Intended Uses** means those uses allowed to be developed on the Property pursuant to this MDA as specified in the Design Guidelines and the Zoning.
- 1.2.25. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.26. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of Four hundred twenty-six (~~426~~) Residential Dwelling Units.
- 1.2.27. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.28. **Open Space** means that definition as found in the County’s Vested Laws as may be modified by the Master Plan.
- 1.2.29. **Master Developer** means the Bridges Holding Co., LLC, which owns The Property.

Commented [E3]: This should be “owners.”

Commented [E4]: Attached Exhibit D.

Commented [E5]: This should be 332 because 94 of the 426 have already been platted.

- 1.2.30. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.31. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.32. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.
- 1.2.33. **Parks, Trails, and Open Space (“PTOS”) Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “C”.
- 1.2.34. **Parties** means the Master Developer, and the County.
- 1.2.35. **Party** means either the Master Developer, or the County individually.
- 1.2.36. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.37. **Prior Agreements** means any and all prior development agreements or conditional use permits pertaining to the general development layout of the Property, including the “Conditional Use Permit,” Index number CU INDE51-2016, approved on July 19, 2016, with permit number CUP2016-12.
- 1.2.38. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.39. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, and all of the other aspects approved as part of this MDA.
- 1.2.40. **Property** means the approximately XXX acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.41. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, drainage plan, and utilities.
- 1.2.42. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.

Commented [E6]: This should be 250.29 according to the revised master plan.

- 1.2.43. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.44. **Subdivision** means the division of any portion of the Project into developable lots pursuant to CLUDMA.
- 1.2.45. **Subdivision Application** means the application to create a Subdivision.
- 1.2.46. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.47. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County’s Vested Laws as specified in Exhibit “D”.
- 1.2.48. **Zoning** means the zoning of the Property shown on Exhibit “B”.

2. **Effect of MDA.** Except as specified herein, this MDA shall be the sole development agreement between the parties related to the Project and The Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding The Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

Commented [E7]: This clause removes the Bridges from the Wolf Creek Development Agreement, and any other agreement including the PRUD conditional use permit used to develop the property up until now.

Commented [E8]: See definition above.

3. **Development of the Project.**

3.1. **Compliance with this MDA.** Development of the Project shall be in accordance with the County’s Vested Laws, the County’s Future Laws (only to the extent that these are applicable as otherwise specified in this MDA), and this MDA.

3.2. ***Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Intended Uses and Open Space within the Project. The Master Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Master Plan are controlled by the MDA, including the other exhibits thereto.

3.3. ***Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this MDA subject to the restrictions on RDUs of Master Developer’s Property. Buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this MDA shall not reduce the number of Maximum RDUs.

Commented [E9]: This should perhaps say “other non-residential Intended Uses” just to be extra clear.

3.3.1. ***Configuration of Maximum RDU’s.** The general configuration of the Maximum RDU’s is identified in the Master Plan. The Master Plan reflects the general location and configuration of PTOS, and residential uses within the Project.

3.4. **Master Developers’ Discretion.** Nothing in this MDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase

based on such Master Developer's business judgment.

- 3.4.1. ****Concurrency Management of Future Development.*** Any phasing shall ensure appropriate access, fire protection, utilities, and other infrastructure for future phases and Master Developer shall seek the County's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.5. **Required Process.**

- 3.5.1. ****Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 3.5.2. ***Building Permits.*** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the County's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.
- 3.5.3. ***County and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.5.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under

the County's fee schedule in effect at the time of the application.

3.5.5. **County Cooperation and Approval.** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this MDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable, and this MDA.

3.5.6. **Outsourcing of Processing of Development Applications.**

3.5.6.1. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.

3.5.6.2. **Election/Cost Estimate.** If the County or Master Developer determines in either of their its discretion that Outsourcing is appropriate to meet review timeliness requirements of State Code, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.

3.5.6.3. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

3.5.6.4. **Final Payment.** Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute

Commented [E10]:
County admin has requested that this entire section be revised to better match county's current process.

Resolution Processes.

- 3.5.6.5. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.5.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.5.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.5.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.5.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this MDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.5.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.5.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through

the processes specified herein.

- 3.5.13. ****Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.

Commented [E11]: This usually refers to providing an escrow for completion or reclamation, however Weber County Code does not stipulate that. Staff suggests adding something to that effect here.

3.5.14. ***Outsourcing of Inspections.***

- 3.5.14.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.5.14.2. Election/Cost Estimate. If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.
- 3.5.14.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.5.14.4. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute

regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

3.5.14.5. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.6. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County’s Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

3.7. ***Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the County a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

3.8. ***Development Report.** With any Development Application, Master Developer shall file a Development Report showing:

- 3.8.1. ***Ownership** of the property subject to the Development Application;
- 3.8.2. ***Maximum RDUs.** The total number of RDUs allowed in the Bridges development, including areas not affected by this Agreement;
- 3.8.3. ***Units Previously Platted.** The number of RDUs previously platted within any part of the Bridges development, including areas not affected by this Agreement, and their percentage of the Maximum RDUs;
- 3.8.4. ***Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted subdivision application, and their percentage of the Maximum RDUs;
- 3.8.5. ***Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development, and their percentage of the Maximum RDUs;
- 3.8.6. ***Units Transferred or Remaining.** The number of RDUs remaining with Master Developer and their percentage of the Maximum RDUs;
- 3.8.7. ***Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space, or linear feet of trails, separating paved trail quantities from soft trail quantities, together with all of their respective

Commented [E12]: See Section 3.9

percentage of totals proposed in the PTOS; and

3.8.8. ***Material Effects.** Any material effects of the sale on the Master Plan.

Commented [E13]: This sentence does not appear to fit here. Might apply to something else in this agreement?

3.9. ***Accounting for Used or Transferred RDUs.** Master Developer is responsible for the accounting of, disposition of, or use of all RDUs within the Project. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of RDUs to any other party owning land within the Project, provided that their use is in compliance with this MDA and County Laws.

Commented [E14]: This paragraph pertains to the movement of RDUs within the Bridges between developer/subdevelopers and not to the general TDRs provisions currently in county code. A little more clarity on that point would be prudent.

3.10. ***Phasing.** The County acknowledges that Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors.

3.10.1. *The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for.

3.10.2. *The Development Application for any Phase shall comply with the Master Plan and provide for future Phases' access and infrastructure connectivity and compatibility, including the temporarily dead-end street provisions in County Vested Laws.

3.10.3. *The Development Application for each Phase shall comply with the PTOS provisions of Section 10.

3.10.4. *Prior to or with a Development Application for the 25th permit for building an RDU, Master Developer shall cause the completion of Snowflake Drive's street connection to the Project.

Commented [E15]: This connection was originally planned by the applicant. County did not allow it to go forward due to ground saturation concerns. Those concerns have been resolved.

3.10.5. *Prior to or with the Development Application for the 25th permit for building an RDU, Master Developer shall cause the completion of Fairways Drive where this Project, or any part of the previously platted portions of the Bridges, is directly adjacent.

Commented [E16]: This is referencing the part of the property that touches the existing or future Fairways Drive.

3.10.6. *Prior to or with the Development Application permit for building an RDU, developer shall provide the Project a secondary emergency egress other than one that relies on Highway 158. If this egress is the remainder of the incomplete portion of Fairways Drive connection to 4100 North to the west, it shall be improved to a typical fire egress road and be maintained by Master Developer as such through the duration of its completion by others as a public street. County agrees that if Master Developer desires to complete this portion of Fairways Drive to County standards at its own expense it shall have the right to do so and may pursue the reimbursement provisions herein. Unless a reimbursement method is later agreed on by the Parties otherwise in writing, County agrees to waive the transportation impact fee for each building permit in the Project.

Commented [E17]: To be clarified. Staff has request this provision state that before any more development occurs there should be another access point to the project that does not rely on Highway 158.

3.10.7. *Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

This may very well be the completion of Fairways Drive. The county has funded that project but actual construction has been delayed. The applicant has expressed interest in helping that along and the final agreement may provide for that.

4. **Zoning and Vested Rights.**

4.1. ***Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County and Master Developer intend that this MDA grants to Master Developer all rights to develop the Project in fulfillment of this MDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 17-27a-508 (2024).

4.2. ***Exceptions.** The restrictions on the applicability of the County’s Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

- 4.2.1. ***Master Developer Agreement.** County’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. ***State and Federal Compliance.** County’s Future Laws which are generally applicable to all properties in the County, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. ***Codes.** County’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on 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;
- 4.2.4. ***Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated;
- 4.2.5. ***Fees.** Changes to the amounts of fees (but not changes to the times provided in the County’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. ***Compelling, Countervailing Interest.** Laws, rules or regulations that the County’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2023)) and the United States, the County’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so

limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this MDA shall be until December 31, 2034. If as of that date, Master Developer is in compliance of this MDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this MDA shall be automatically extended until December 31, 2039, and, thereafter, for two (2) additional period of five (5) years provided the forgoing condition is true. This MDA shall also terminate automatically at Buildout.

6. ***Application Under County's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the County's Vested Laws. Subdevelopers may not submit a Development Application under the County's Future Laws without the consent of the Master Developer.

7. ***Public Infrastructure.**

7.1. ***Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.1.1. ***Security for Public Infrastructure.** If, and to the extent required by the County's Vested Laws, unless otherwise provided by CLUDMA, security for any Public Infrastructure is required by the County it shall be provided in a form acceptable to the County (which may include security based on real property) as specified in the County's Vested Laws. Partial releases of any such required security shall be made as work progresses based on CLUDMA and the County Vested Laws.

7.1.2. ***Bonding for Landscaping.** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the County's Vested Laws in conformance with CLUDMA.

7.2. ***Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this MDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such

dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

8. ***Upsizing/Reimbursements to Master Developer.**

8.1. ***“Upsizing”**. The County shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements that are mutually acceptable to Master Developer and County are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer’s costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

8.2. ***Dispute Resolution**. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9. ***Parks, Trails, and Open Space.**

9.1. ***PTOS Plan**. All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit “C” and as follows. The percentage of RDUs proposed from the Maximum RDUs in any Development Application shall be the same percentage or no more than 15% less than the percentage of Open Space acreage from the overall proposed Open Space acreage, and the percentage of linear feet of trail from the overall proposed linear feet of trail, as provided in the PTOS Plan. For the Open Space acreage, the nearest Open Space acreage reasonably available shall be provided. For the trails, linear feet shall be added to the 10-foot wide paved trail when a proposed RDU or lot is located within 660 feet of the planned location of the 10-foot wide paved trail; otherwise linear feet shall be added to any trail as determined by Developer.

10. ***On-Site Processing of Natural Materials**. Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for use on other locations outside the Project owned or controlled by parties related to Master Developer. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Master Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the County prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The County shall issue a land disturbance permit if the standards of this section are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Default.**

Commented [E18]: Staff is generally okay with this section. The reason being that if material has to be removed from or moved to this site, it is likely to have to move through the Valley and down Ogden Canyon. It would be better for the community overall to allow a more site-contained (or area contained) method of grading. Doing so will require some sorting and processing in order to provide for usable grading material.

For any rock crushing or similar loud operation, staff suggests adding setback and berming standards to protect existing adjacent residential.

Commented [E19]: Needs to be clear that this is a consequence of and not an exception to the rule above.

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

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

- 11.2.1. **Specific Claim.** Specify the claimed event of Default;
- 11.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;
- 11.2.3. **Materiality.** Identify why the Default is claimed to be material; and
- 11.2.4. **Optional Cure.** If the County chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 11.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default or, if the optional curing period is provided, upon failure to timely cure a claimed Default, the Parties shall engage in the Dispute Resolution Processes.

11.3. **Remedies.** If the Parties are not able to resolve the Default by the Dispute Resolution Processes, then the Parties may have the following remedies:

- 11.3.1. **Law and Equity.** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
- 11.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 11.3.3. **Future Approvals.** The right to withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project. in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

11.4. **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

11.5. **Emergency Defaults.** Anything in this MDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any

Commented [E20]: Clarify that this exception will not apply if the master developer's default pertains to a failure to correctly install infrastructure to the subdeveloper's parcel.

public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

11.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting Party is pursuing a cure with reasonable diligence. The burden of proof of reasonable diligence shall be on the defaulting Party.

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

12. **Dispute Resolution.** Unless otherwise provided in the MDA, any Dispute shall be resolved as follows.

12.1. **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

12.2. **Mediation of Disputes.**

12.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

12.2.2. **Mediation Process.** If the County and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

12.3. **Arbitration of Disputes.**

12.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

12.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

12.3.3. **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single

acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the County's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County to pay the arbitrator's fees.

12.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

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

To Master Developer: Bridges Holding Company, LLC
Attn: Mr. John Lewis
3718 North Wolf Creek Drive
Eden, Utah 84310
jlewis@evoutah.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake County, UT 84106
bbaird@difficultdirt.com

To County: Weber County
Attn: Commission Chair

With a Copy to: Weber County
Attn: Deputy County Attorney
[Chris Crockett](#)

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

13.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

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

copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

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

14. **Administrative Modifications.**

14.1. ***Allowable Administrative Applications:** The following modifications to the applicability of this MDA may be considered and approved by the Administrator.

- 14.1.1. ***Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 14.1.2. ***Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

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

14.3. ***Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

- 14.3.1. ***Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

14.4. ***Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

15. ***Amendment.** Except for Administrative Modifications, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

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

15.2. ***Modification Application Contents.** Modification Applications shall:

- 15.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

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

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

15.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

15.3. **Fee.** Modification Applications shall be accompanied by a fees adopted by the County and as amended from time to time.

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

15.5. ***Planning Commission Review of Modification Applications.**

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

15.5.2. ***Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

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

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

15.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

16. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

17. **Attorney's Fees.** In addition to any other relief, the prevailing Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of

action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.

18. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

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

20. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.

20.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.

20.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

20.3. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

20.4. **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

20.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

20.6. The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County. The County may also deny any proposed assignment if the proposed assignee has a documented

record of failing to perform on any other development projects in the County or elsewhere.

20.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

20.8. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

21. ***Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations as are applicable to such Parcel and be subject to the same limitations and rights of the County as when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein. Except as otherwise stated in this MDA, such Subdevelopers and related parties shall be subject to the same obligations as Master Developer would be if the sale or conveyance had not occurred.

22. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

23. **Further Documentation.** This MDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this MDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

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

26. **Time is of the Essence.** Time is of the essence to this MDA, and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the Planning Division Director. The initial representative for Master Developer shall be Lewis Homes, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

28. ***Rights of Access.** The County Engineer and other representatives of the County shall have

a reasonable right of access to the Property, and all areas of development or construction done pursuant to this MDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

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

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

31. **Venue.** Any action to enforce this MDA shall be brought only in the Second District Court for the State of Utah, Utah County.

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

33. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are expressly modified by this MDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – E and this MDA, this MDA shall prevail. For any conflict between Exhibits B – E and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Exhibits B – E are conceptual in nature designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

34. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA shall be deemed to run with the land.

35. **Enforcement.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

36. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this MDA lawfully binding the County pursuant to Ordinance No. _____ adopted by the County Commission on February __, 2025.

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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of The Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines
Exhibit "F"	County Vested Laws

[signatures on following pages]

COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Clerk/Auditor

Office of the County Attorney
Approved as to form and legality

MASTER DEVELOPER

Bridges Holding Company, LLC
A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the Manager of **Bridges Holding Company, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTH HALF OF SECTION 16, AND THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 16 NORTH 00°20'34" EAST 1321.19 FEET; THENCE NORTH 89°19'26" WEST 1316.32 FEET; THENCE SOUTH 00°21'49" WEST 1324.09 FEET TO THE SOUTH SECTION LINE OF SAID SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE NORTH 89°27'01" WEST 1974.97 FEET; THENCE NORTH 00°23'38" EAST 2655.19 FEET; THENCE SOUTH 89°28'10" EAST 3287.33 FEET; THENCE SOUTH 88°40'09" EAST 1486.52 FEET; THENCE SOUTH 00°20'39" WEST 2642.21 FEET TO THE SOUTH SECTION LINE OF SAID SOUTHWEST QUARTER OR SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°12'43" EAST 289.74 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 390.76 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 208.08 FEET WITH AN INTERNAL ANGLE OF 30°30'39" AND A CHORD BEARING SOUTH 76°25'38" WEST 205.63 FEET; (2) SOUTH 61°09'26" WEST 542.93 FEET; (3) ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT 302.33 FEET WITH AN INTERNAL ANGLE OF 30°55'57" AND A CHORD BEARING SOUTH 76°37'25" WEST 298.67 FEET; (4) NORTH 87°54'37" WEST 408.86 FEET; (5) ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE TO THE LEFT 418.64 FEET WITH AN INTERNAL ANGLE OF 30°45'06" AND A CHORD BEARING SOUTH 76°42'50" WEST 413.63 FEET TO THE WEST SECTION LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID WEST SECTION LINE NORTH 00°20'47" EAST 168.48 FEET; THENCE NORTH 89°32'10" WEST 66.09 FEET; THENCE NORTH 61°48'17" WEST 323.90 FEET; THENCE NORTH 23°10'15" WEST 180.39 FEET TO SAID SOUTH SECTION LINE OF THE SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°27'01" EAST 424.94 FEET TO THE POINT OF BEGINNING. CONTAINING 11,548,574 SQUARE FEET OR 265.119 ACRES. **ADD 40 ACRES**

LESS THAN EXCEPTING THE FOLLOWING:

FUTURE LOT 43 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1047.59 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 195.99 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 85.00 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 85.00 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET. CONTAINING 10200 SQUARE FEET.

FUTURE LOT 44 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1189.86 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 97.20 FEET FROM THE WEST QUARTER

CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 71.11 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 1.39 FEET, HAVING A CENTRAL ANGLE OF 00°11'15", CHORD BEARS 43°09'08" EAST 1.39 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 72.50 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8700 SQUARE FEET.

FUTURE LOT 51 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 16°45'43" EAST 112.75 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 120.00 FEET; THENCE NORTH 73°14'17" EAST 18.51 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'39", CHORD BEARS NORTH 64°40'57" EAST 52.07 FEET TO THE POINT OF BEGINNING. CONTAINING 8532 SQUARE FEET.

FUTURE LOT 52 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 60.27 FEET, HAVING A CENTRAL ANGLE OF 19°44'02", CHORD BEARS NORTH 46°15'36" EAST 59.98 FEET; THENCE SOUTH 53°36'25" EAST 27.60 FEET; THENCE SOUTH 16°45'43" EAST 97.87 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 127.75 FEET TO THE POINT OF BEGINNING. CONTAINING 8783 SQUARE FEET.

FUTURE LOT 53 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 71°30'20" EAST 59.50 FEET; THENCE SOUTH 16°45'43" EAST 94.64 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 117.87 FEET; THENCE NORTH 53°36'25" WEST 27.60 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 54.67 FEET, HAVING A CENTRAL ANGLE OF 17°53'35", CHORD BEARS NORTH 27°26'38" EAST 54.45 FEET TO THE POINT OF BEGINNING. CONTAINING 10305 SQUARE FEET.

FUTURE LOT 54 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 48.24 FEET, HAVING A CENTRAL ANGLE OF 15°47'41", CHORD BEARS NORTH 10°35'50" EAST 48.09 FEET; THENCE SOUTH 87°18'01" EAST 102.33

FEET; THENCE SOUTH 16°45'43" EAST 137.60 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 124.64 FEET; THENCE NORTH 71°30'20" WEST 59.50 FEET TO THE POINT OF BEGINNING. CONTAINING 12758 SQUARE FEET.

FUTURE LOT 65 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 880.09 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 849.53 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 35.94 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 68.37 FEET, HAVING A CENTRAL ANGLE OF 09°13'01", CHORD BEARS SOUTH 39°28'05" EAST 68.29 FEET; THENCE SOUTH 55°08'26" WEST 209.21 FEET; THENCE NORTH 41°56'03" WEST 70.55 FEET; THENCE NORTH 45°55'24" EAST 209.36 FEET TO THE POINT OF BEGINNING. CONTAINING 18372 SQUARE FEET.

FUTURE LOT 73 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 90.00 FEET; THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 90.00 FEET; THENCE NORTH 45°55'24" EAST 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15300 SQUARE FEET.

FUTURE LOT 74 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 98.36 FEET; THENCE NORTH 48°59'49" EAST 171.29 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 38.89 FEET, HAVING A CENTRAL ANGLE OF 03°04'25", CHORD BEARS SOUTH 42°32'23" EAST 38.89 FEET; THENCE SOUTH 44°04'36" EAST 50.30 FEET TO THE POINT OF BEGINNING. CONTAINING 15959 SQUARE FEET.

FUTURE LOT 75 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 97.97 FEET, HAVING A CENTRAL ANGLE OF 07°44'34", CHORD BEARS SOUTH 37°07'54" EAST 97.90 FEET; THENCE SOUTH 48°59'49" WEST 171.29 FEET; THENCE NORTH 44°04'36" WEST 71.67 FEET; THENCE NORTH 28°50'18" WEST 50.51 FEET; THENCE NORTH 56°44'23" EAST 172.67 FEET TO THE POINT OF BEGINNING. CONTAINING 19158 SQUARE FEET.

FUTURE LOT 76 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 56°44'23" WEST 172.67 FEET; THENCE NORTH 28°50'18" WEST 112.10 FEET; THENCE NORTH 61°09'42" EAST 170.00 FEET; THENCE SOUTH 28°50'18" EAST 42.89 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 55.96 FEET, HAVING A CENTRAL ANGLE OF 04°25'19", CHORD BEARS SOUTH 31°02'57" EAST 55.94 FEET TO THE POINT OF BEGINNING. CONTAINING 17980 SQUARE FEET.

FUTURE LOT 80 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 80.10 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 445.60 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 231.96 FEET; THENCE SOUTH 63°24'30" WEST 154.80 FEET; THENCE NORTH 28°50'18" WEST 84.22 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 26.67 FEET, HAVING A CENTRAL ANGLE OF 61°08'03", CHORD BEARS NORTH 01°43'44" EAST 25.43 FEET; THENCE ALONG THE ARC OF A 47.50 FOOT RADIUS CURVE TO THE LEFT 71.74 FEET, HAVING A CENTRAL ANGLE OF 86°31'46", CHORD BEARS NORTH 10°58'07" WEST 65.11 FEET; THENCE NORTH 35°46'00" EAST 78.54 FEET TO THE POINT OF BEGINNING. CONTAINING 22015 SQUARE FEET.

FUTURE LOT 81 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 252.97 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 605.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 100.54 FEET; THENCE SOUTH 61°09'42" WEST 183.50 FEET; THENCE NORTH 28°50'18" WEST 103.92 FEET; THENCE NORTH 63°24'30" EAST 159.75 FEET TO THE POINT OF BEGINNING. CONTAINING 17255 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 205.82 FEET; THENCE NORTH 44°04'36" WEST 20.30 FEET; THENCE ALONG THE ARC OF A 675.00 FOOT RADIUS CURVE TO THE RIGHT 106.32 FEET, HAVING A CENTRAL ANGLE OF 09°01'30", CHORD BEARS NORTH 39°33'50" WEST 106.21 FEET; THENCE NORTH 54°56'55" EAST 202.44 FEET; THENCE SOUTH 42°34'42" EAST 94.47 FEET TO THE POINT OF BEGINNING. CONTAINING 22698 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID

SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 112.38 FEET; THENCE SOUTH 45°55'24" WEST 202.88 FEET; THENCE NORTH 44°04'36" WEST 112.35 FEET; THENCE NORTH 45°55'24" EAST 205.82 FEET TO THE POINT OF BEGINNING. CONTAINING 22958 SQUARE FEET.

LESS THAN EXCEPTING THE FOLLOWING:

THE REUSE POND

EXHIBIT C

PTOS PLAN



EXHIBIT D

DESIGN GUIDELINES

Intended Land Uses and Site Development Standards

Residential Estates Zone 20 (RE-20)

Permitted Uses

- Single family dwelling
- Accessory building incidental to the use of a main building
- Accessory dwelling unit
- Home occupations
- House pets
- Parking lot accessory to use permitted in this zone
- Public/private building; public/private park, recreation grounds, clubhouse, pool and associated buildings
- Temporary building or use incidental to construction work
- Public/private utility substation
- Water storage reservoir
- Short term rentals

Commented [E21]: Staff suggest this change to “accessory building or use incidental”

Commented [E22]: The term “private building” is nebulous. Perhaps limit it to “private building for use of HOA or similar?”

Also, if allowing private rec grounds consider limiting it to non-profit ownership, operation, and uses so it cannot later turn into a commercial amusement business.

Commented [E23]: These are listed as conditional uses in county code. The CUP process is how we get the utility to address the aesthetics of the utility’s site. Making this a permitted use would not allow for that consideration. Staff suggests either keeping these a conditional use or inserting design and/or screening standards here.

Commented [E24]: Not a use listed in the RE-20 zone. Applicant has requested it be listed here for applicability to the project. This would be keeping with the terms of the PRUD approved in 2016. Perhaps limit it to only the original 364 units?

Commented [E25]: Minimum lot area being reduced from typical RE-20 standards due to amount of dedicated open space being provided.

Commented [E26]: Minimum width reduced from typical RE-20 standards due to amount of dedicated open space being provided.

Site Development Standards

- Minimum lot area
 - Cabins 2,000 square feet
 - Homes and buildings 4,000 square feet
- Minimum lot width
 - Cabins 40 feet
 - Homes and buildings 55 feet, 25 feet in cul-de-sacs
- Minimum yard setbacks
 - Cabins
 - Front 0 feet
 - Side 0 feet
 - Side; facing street on corner lot 0 feet
 - Rear 0 feet
 - Homes and buildings
 - Front 15 feet
 - Side 7.5 feet
 - Side; facing street on corner lot 7.5 feet
 - Rear 20 feet
 - Accessory building 5 feet
- Building height

Commented [E27]: It is generally intended that each cabin will be its own lot surrounded by mutual common area.

Commented [E28]: If allowing the below minimum setback, staff suggests that all front-facing garage doors be required to be setback a minimum of 20 feet so the driveway fits a standard sized truck.

- 35 feet maximum for all structures both main and accessory
- Height is determined as the vertical distance between the highest point of the building or structure and the average elevation of the land at the exterior footprint of the building or structure using the finished grade

Other

- Short term rentals
 - The parking requirement for the cabins is two parking stalls

Commented [E29]:

This is sufficient if the cabin will be limited to single-family dwelling uses and not STRs. Proposed cabins are 1,000 square feet and 2 bedrooms.

If a cabin is allowed to be used as an STR, staff suggests limiting it to no more than two "sleeping rooms" (including common rooms that will provide sleeping accommodations) each. Otherwise, staff suggests staying with parking regs in current STR code.

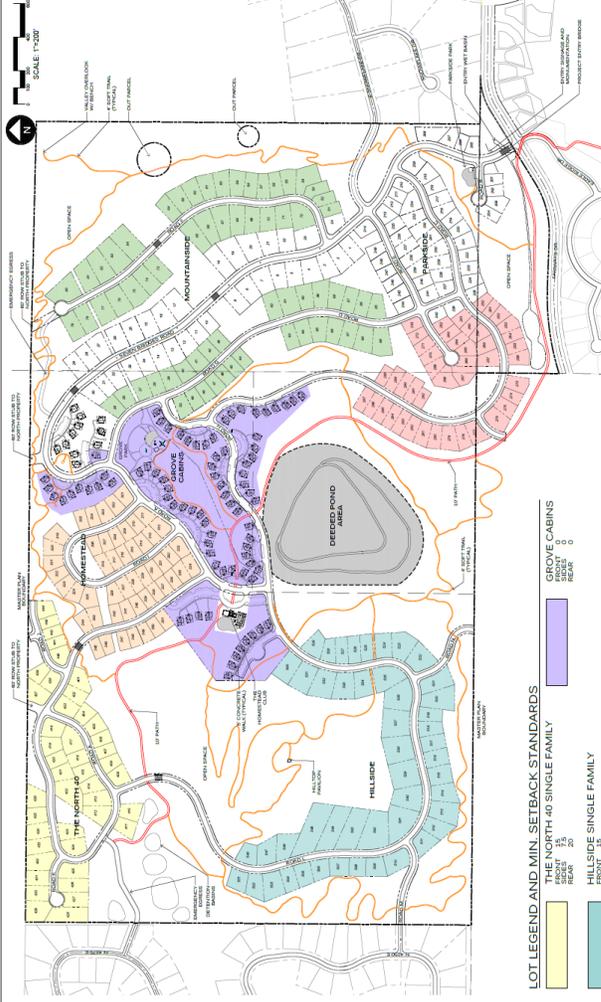


THE BRIDGES
WESTERN PLANNING
WESTERN COUNTY UTAH



DATE	10/20/2016
PROJECT	THE BRIDGES
SCALE	1"=100'
DRAWN BY	LDG
CHECKED BY	LDG
APPROVED BY	LDG
REVISIONS	
NO.	
DATE	
BY	
DESCRIPTION	

WESTERN DESIGN
GUIDELINES
EX. D



LOT LEGEND AND MIN. SETBACK STANDARDS

	THE NORTH 40 SINGLE FAMILY	GROVE CABINS
FRONT 25'	FRONT 25'	FRONT 0'
REAR 25'	REAR 25'	REAR 0'
SIDE 10'	SIDE 10'	SIDE 0'
	HILLSIDE SINGLE FAMILY	
FRONT 15'	FRONT 15'	
REAR 20'	REAR 20'	
SIDE 10'	SIDE 10'	
	HOMESTEAD SINGLE FAMILY	
FRONT 15'	FRONT 15'	
REAR 20'	REAR 20'	
SIDE 10'	SIDE 10'	
	MOUNTAIN SIDE SINGLE FAMILY	
FRONT 15'	FRONT 15'	
REAR 20'	REAR 20'	
SIDE 10'	SIDE 10'	
	PARK SIDE SINGLE FAMILY	
FRONT 15'	FRONT 15'	
REAR 20'	REAR 20'	
SIDE 10'	SIDE 10'	

**EXHIBIT D
DESIGN GUIDELINES**

EXHIBIT E

TECHNICAL GUIDELINES Subdivision Standards

Permitted Subdivision Standards

- Street and trail profiles as shown in Exhibit E
- With a dedicated emergency fire access;
 - Max road length of cul-de-sac up to 2,000 feet without a mid block walkway
 - Can support up to 35 dwelling units
- Snowflake connection
 - Road will be completed when the next 25 lots are platted and will match the existing 24 foot road design
- Pathways
 - 10 foot wide asphalt with no concrete ribbon curb
 - Four foot wide soft trails
- Hillside development
 - Any lot with an average grade greater than 25 percent will have a building area and NOT be considered a restricted lot

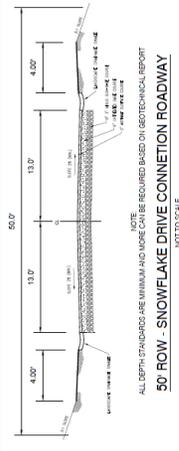
Commented [E30]: I suggest limiting the use of this to only apply *after* the rest of the development is provided a secondary emergency egress that does not require use of HWY 158.



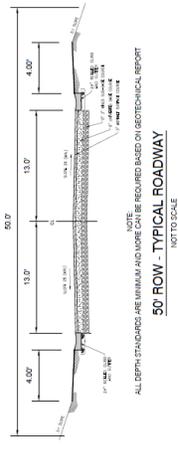
THE BRIDGES
MASTER PLAN
WESTERN PLAIN
WEBER COUNTY UTAH

DATE	APPROVED DATE
DESIGNED BY	REVIEWED BY
DRAWN BY	DATE
CHECKED BY	DATE
SCALE	DATE
REVISIONS	DATE

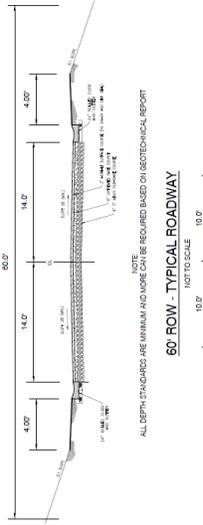
WESTERN PLAIN
TECHNICAL
GUIDELINES
SHEET NUMBER
EX. E



NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT



NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

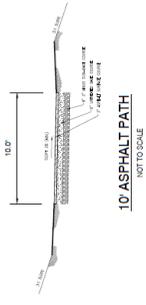


NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

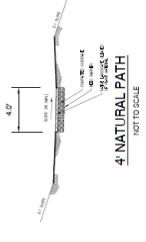


NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

ROAD PROFILES
NOT TO SCALE



10' ASPHALT PATH
NOT TO SCALE



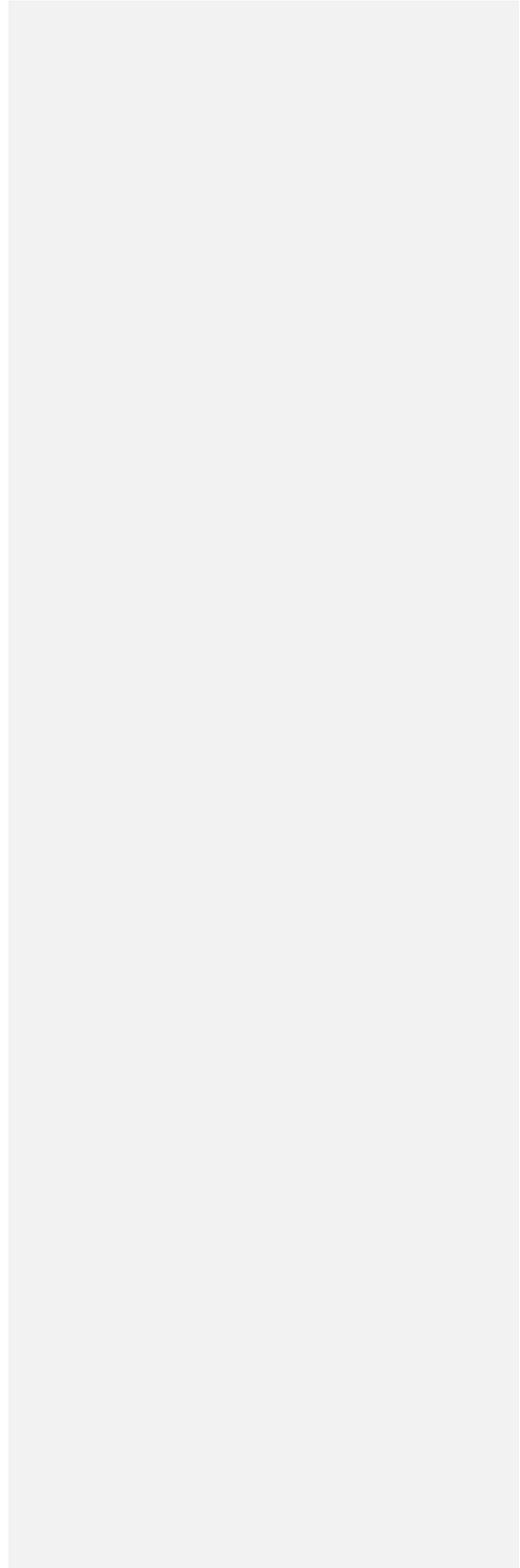
4' NATURAL PATH
NOT TO SCALE

TRAIL PROFILES
NOT TO SCALE

EXHIBIT E
TECHNICAL GUIDELINES

EXHIBIT F

COUNTY VESTED LAWS
(Attached)



Staff Report Exhibit B:
Application

THE BRIDGES AT WOLF CREEK

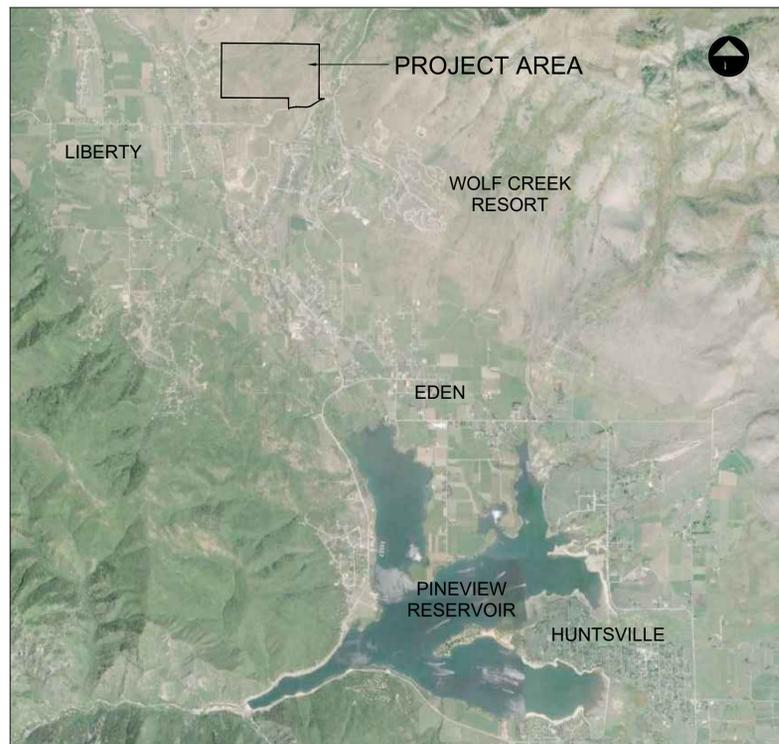
MASTER DEVELOPMENT AGREEMENT (MDA)

EXHIBIT B



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH

LOCATION MAP



PREPARED FOR:

LEWIS HOMES, INC
 JOHN LEWIS
 5577 EAST ELKHORN DRIVE
 EDEN, UTAH 84310
 801.430.1507



CONSULTANTS:

LANDSCAPE ARCHITECT:
LANGVARDT DESIGN GROUP
 336 WEST BROADWAY, SUITE 110
 SALT LAKE CITY, UTAH 84101
 801.583.1295



PROJECT MANAGEMENT:
THE HOUSEHOLDER GROUP
 ERIC HOUSEHOLDER
 2850 NORTH NORDIC VALLEY DRIVE
 EDEN, UTAH 84310
 801.389.0040

SHEET INDEX:

C1.1	COVER SHEET
P1.0	CURRENT ZONING PLAN
P1.1	PROPOSED ZONING PLAN
P1.2	OVERALL SITE PLAN
P1.3	CURRENTLY PLATTED LOTS
P1.4	CABINS SITE PLAN
P1.5	OVERALL SLOPE ANALYSIS
P1.6	CABINS SLOPE ANALYSIS
P1.7	OVERALL AERIAL PLAN
P1.8	CABINS AERIAL PLAN
P1.9	OVERALL PHASING PLAN
P1.10	OPEN SPACE PLAN
P1.11	DETAIL SITE PLAN
P1.12	DETAIL SITE PLAN
P1.13	DETAIL SITE PLAN
P1.14	DETAIL SITE PLAN
L1.1	ENTRY LANDSCAPE PLAN
L1.2	CABINS LANDSCAPE PLAN
L1.3	SITE ELEMENTS
A1.1	HOMESTEAD CLUB DETAIL
A1.2	GROVE CABIN DETAIL
S1.1	ROAD / TRAIL PROFILES
S1.2	ROAD CONNECTION PLAN



DATE: OCTOBER 2024

PROJECT: 000.0000.37

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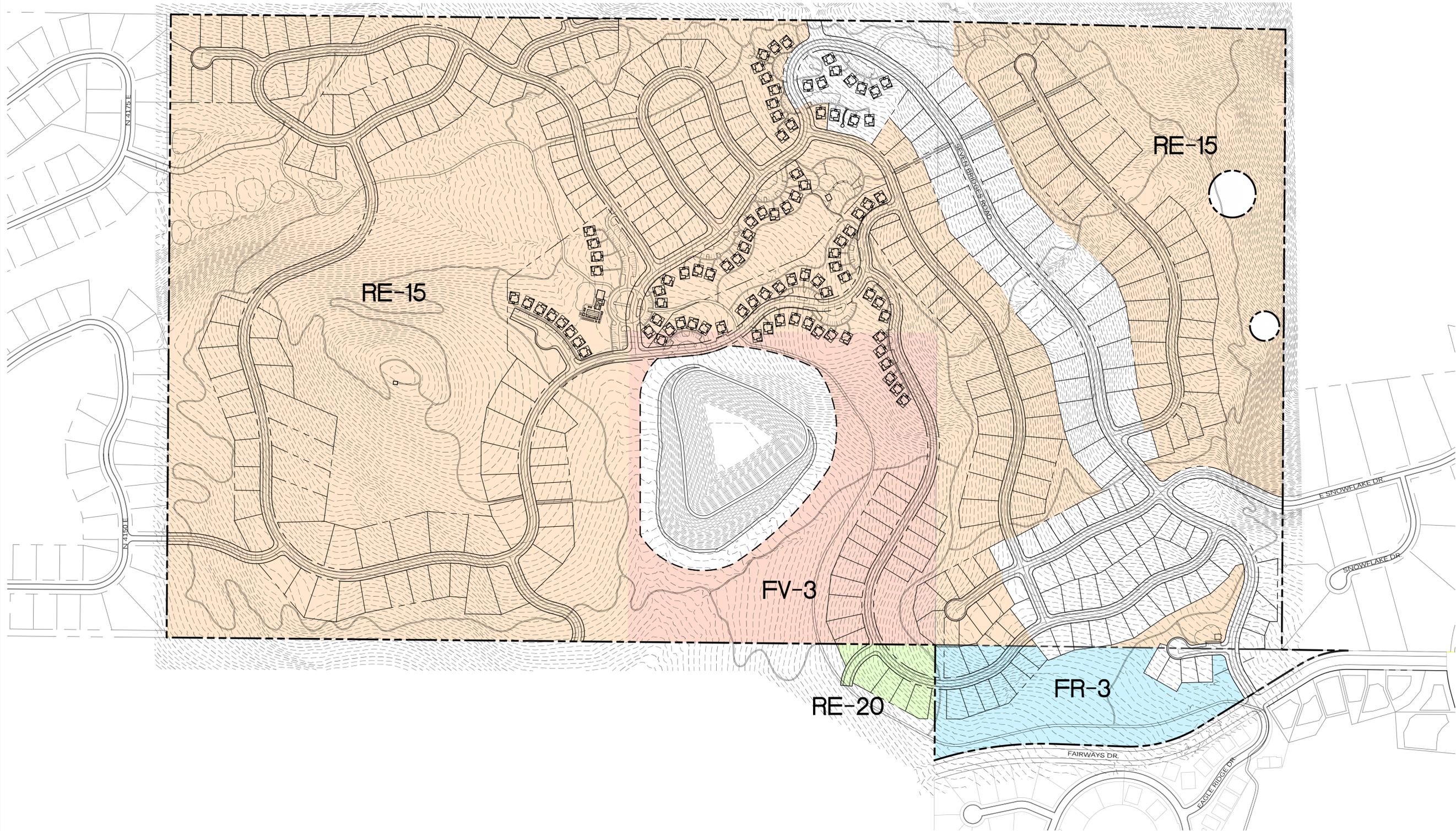
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COVER PAGE

SHEET NUMBER:

C1.1



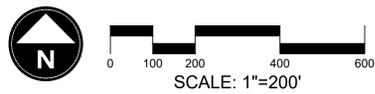
THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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SHEET TITLE:
CURRENT ZONING PLAN

SHEET NUMBER:
P1.0



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REVISIONS:	

SHEET TITLE:
**PROPOSED
 ZONING PLAN**

SHEET NUMBER:
P1.1



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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SHEET TITLE:
OVERALL BRIDGES SITE PLAN

SHEET NUMBER:

P1.2



LOT LEGEND AND MIN. SETBACK STANDARDS

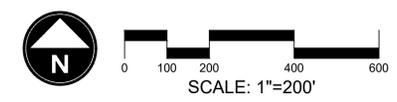
	THE NORTH 40 SINGLE FAMILY FRONT 15 SIDES 7.5 REAR 20		GROVE CABINS FRONT 0 SIDES 0 REAR 0
	HILLSIDE SINGLE FAMILY FRONT 15 SIDES 7.5 REAR 20		
	HOMESTEAD SINGLE FAMILY FRONT 15 SIDES 7.5 REAR 20		
	MOUNTAINSIDE SINGLE FAMILY FRONT 15 SIDES 7.5 REAR 20		
	PARKSIDE SINGLE FAMILY FRONT 15 SIDES 7.5 REAR 20		

MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	13.01 ACRES
ZONE FV-3	40.08 ACRES
ZONE RE-20	2.25 ACRES
ROAD ROW AREA	33.90 ACRES
MDA BOUNDARY AREA *EXCLUDING PLATTED LOTS AND DEEDED POND	251.16 ACRES

NET DEVELOPABLE AREA

NET DEVELOPABLE AREA	271.82 ACRES
PROPOSED UNITS	426 UNITS
PARKSIDE	92 UNITS
MOUNTAINSIDE	99 UNITS
GROVE CABINS	92 UNITS
HOMESTEAD	51 UNITS
THE NORTH 40	44 UNITS
HILLSIDE	48 UNITS
PROPOSED NET DENSITY	1 UNIT/ 0.63 ACRES
PROPOSED OPEN SPACE	155.00 ACRES
PROPOSED TRAILS	
10' TRAIL	7,600 LF
4' SOFT TRAIL	35,000 LF





LOT LEGEND

- CURRENTLY PLATTED LOTS
- DEEDED POND AREA

CURRENTLY PLATTED MDA DEVELOPMENT DATA

PLATTED BOUNDARY AREA	40.12 ACRES	NET DEVELOPABLE AREA	45.55 ACRES
DEEDED POND AREA	14.44 ACRES	PLATTED UNITS	94 UNITS
ZONE RE-15	52.5 ACRES	PARKSIDE	59 UNITS
ZONE FR-3	2.06 ACRES	MOUNTAINSIDE	24 UNITS
ZONE FV-3	0 ACRES	GROVE CABINS	11 UNITS
ZONE RE-20	0 ACRES	HOMESTEAD	0 UNITS
ROAD ROW AREA	9.01 ACRES	THE NORTH 40	0 UNITS
		HILLSIDE	0 UNITS
		NET DENSITY	1 UNIT/ 0.48 ACRES
		OPEN SPACE	4.81 ACRES



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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VERSION:	
REVISIONS:	

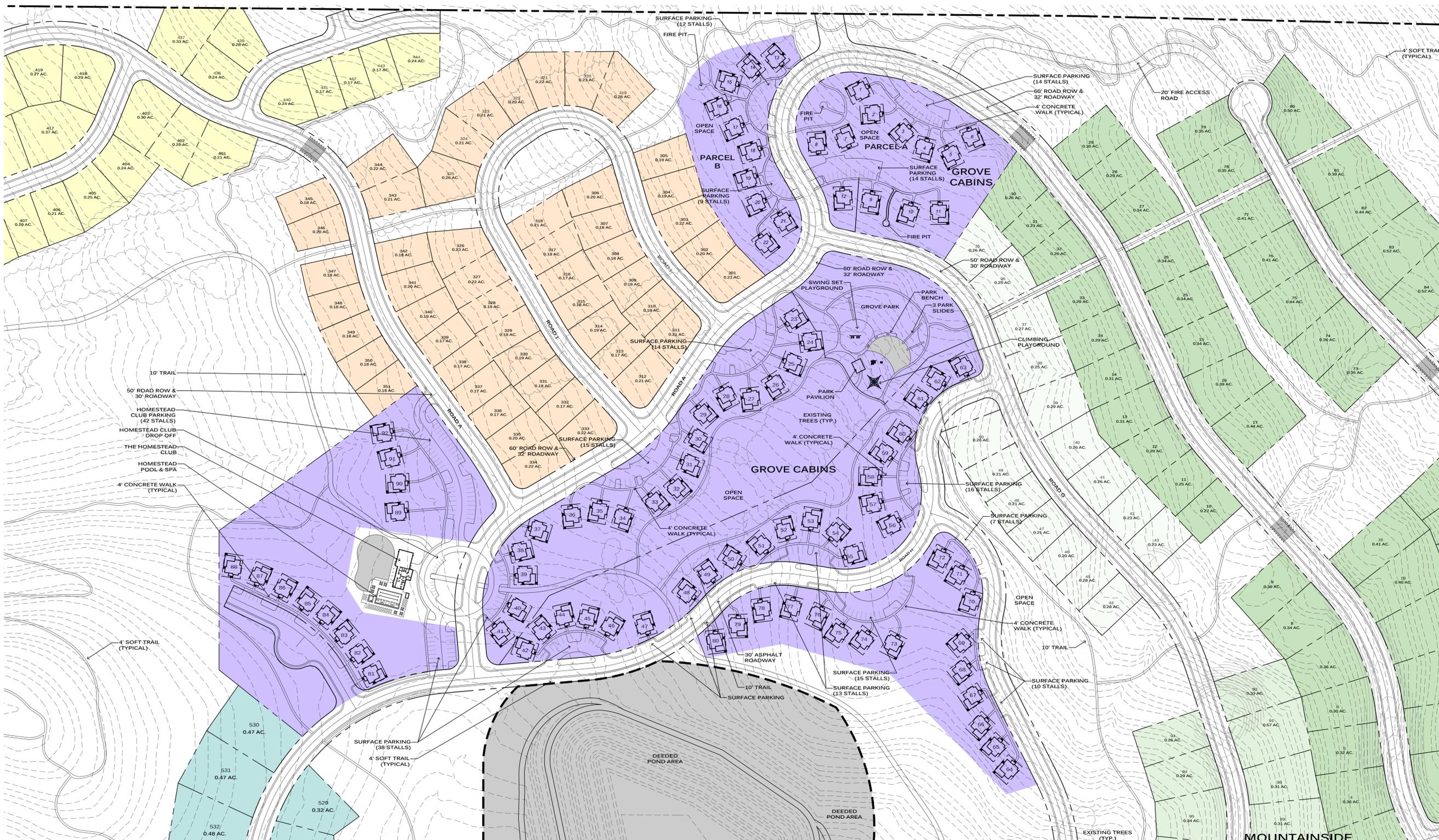
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CURRENTLY PLATTED LOTS

SHEET NUMBER:

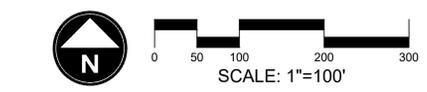
P1.3



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



NOTES:
 1. PARKING FOR HOMESTEAD CABINS WILL BE PROVIDED AT THE HOMESTEAD CLUB.
 2. PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING. 177 SURFACE STALLS ARE PROVIDED FOR THE 85 UNITS. PARKING RATIO: 2.08 STALLS/UNIT



LOT LEGEND AND MIN. SETBACK STANDARDS

 THE NORTH 40 SINGLE FAMILY	 GROVE CABINS
FRONT 15	FRONT 0
SIDES 7.5	SIDES 0
REAR 20	REAR 0
 HILLSIDE SINGLE FAMILY	
FRONT 15	
SIDES 7.5	
REAR 20	
 HOMESTEAD SINGLE FAMILY	
FRONT 15	
SIDES 7.5	
REAR 20	
 MOUNTAINSIDE SINGLE FAMILY	
FRONT 15	
SIDES 7.5	
REAR 20	
 PARKSIDE SINGLE FAMILY	
FRONT 15	
SIDES 7.5	
REAR 20	

MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	40.08 ACRES
ZONE FV-3	2.25 ACRES
ZONE RE-20	
ROAD ROW AREA	33.90 ACRES

NET DEVELOPABLE AREA

NET DEVELOPABLE AREA	271.82 ACRES
PROPOSED UNITS	426 UNITS
PARKSIDE	92 UNITS
MOUNTAINSIDE	99 UNITS
GROVE CABINS	92 UNITS
HOMESTEAD	51 UNITS
THE NORTH 40	44 UNITS
HILLSIDE	48 UNITS

PROPOSED NET DENSITY

PROPOSED NET DENSITY	1 UNIT/ 0.63 ACRES
PROPOSED OPEN SPACE	155.00 ACRES
PROPOSED TRAILS	
10' TRAIL	7,600 LF
4' SOFT TRAIL	35,000 LF

DATE: OCTOBER 2024

PROJECT: 000.0000.37

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REVIEW BY: TK

VERSION:

REVISIONS:

SHEET TITLE:
CABINS SITE PLAN

SHEET NUMBER:

P1.4



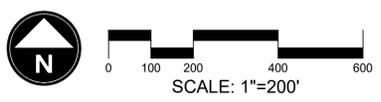
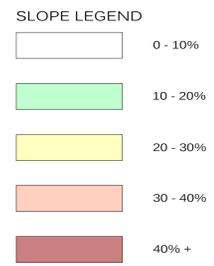
THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH

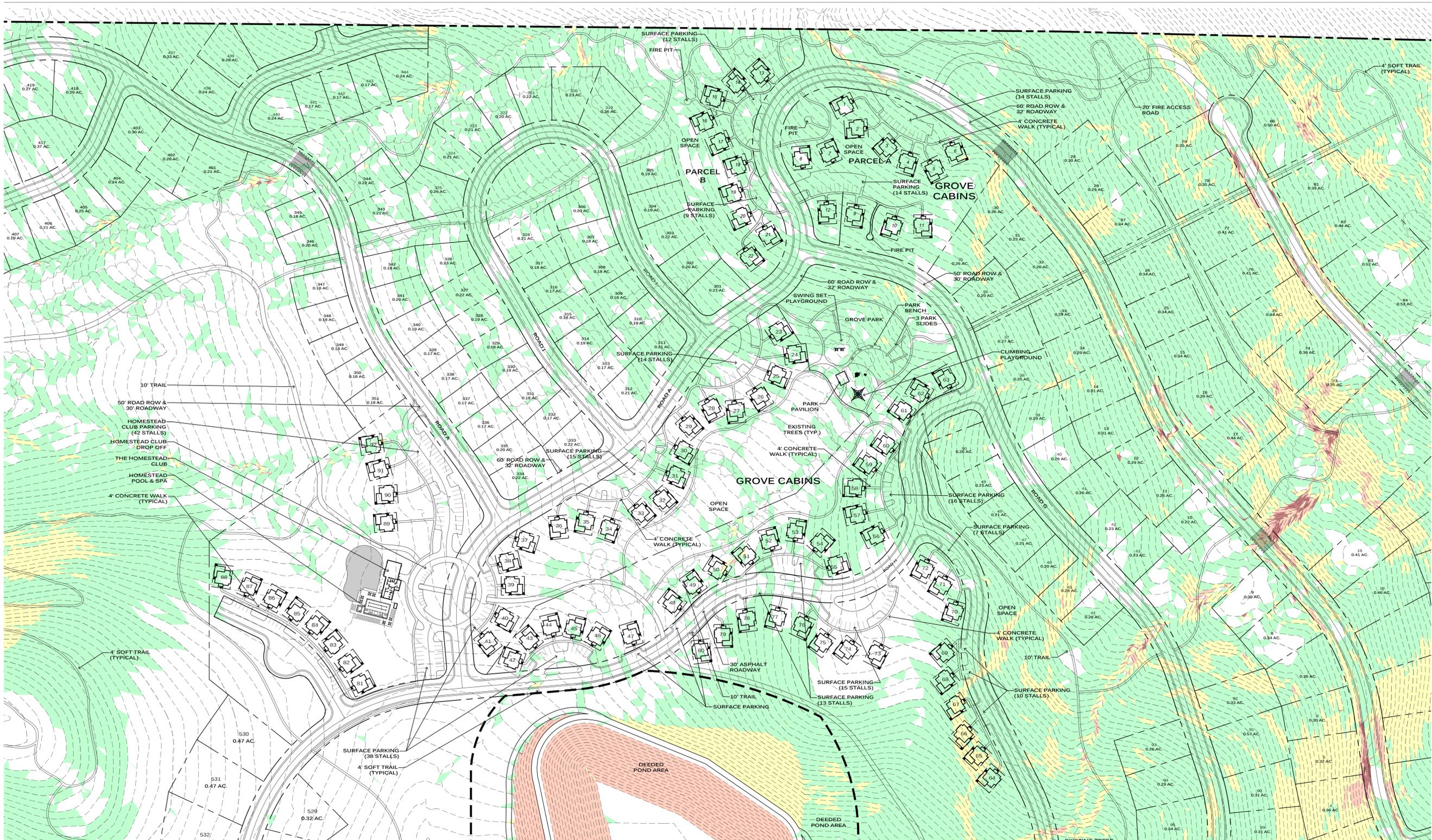


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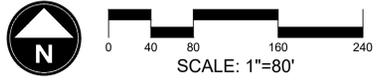
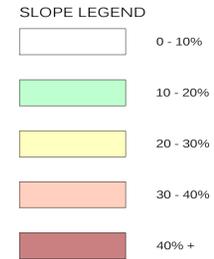
SHEET TITLE:
OVERALL SLOPE ANALYSIS

SHEET NUMBER:
P1.5





NOTES:
 PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING.
 189 SURFACE STALLS ARE PROVIDED FOR THE 92 UNITS.
 PARKING RATIO: 2.05 STALLS/UNIT



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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PROJECT:	000.0000.37
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VERSION:	
REVISIONS:	

SHEET TITLE:
CABINS
SLOPE ANALYSIS

SHEET NUMBER:
P1.6



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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VERSION:	
REVISIONS:	

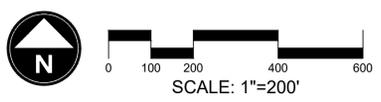
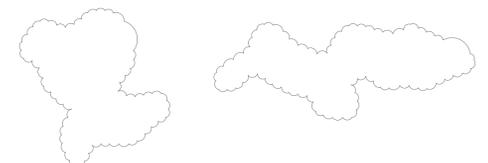
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OVERALL AERIAL PLAN

SHEET NUMBER:

P1.7



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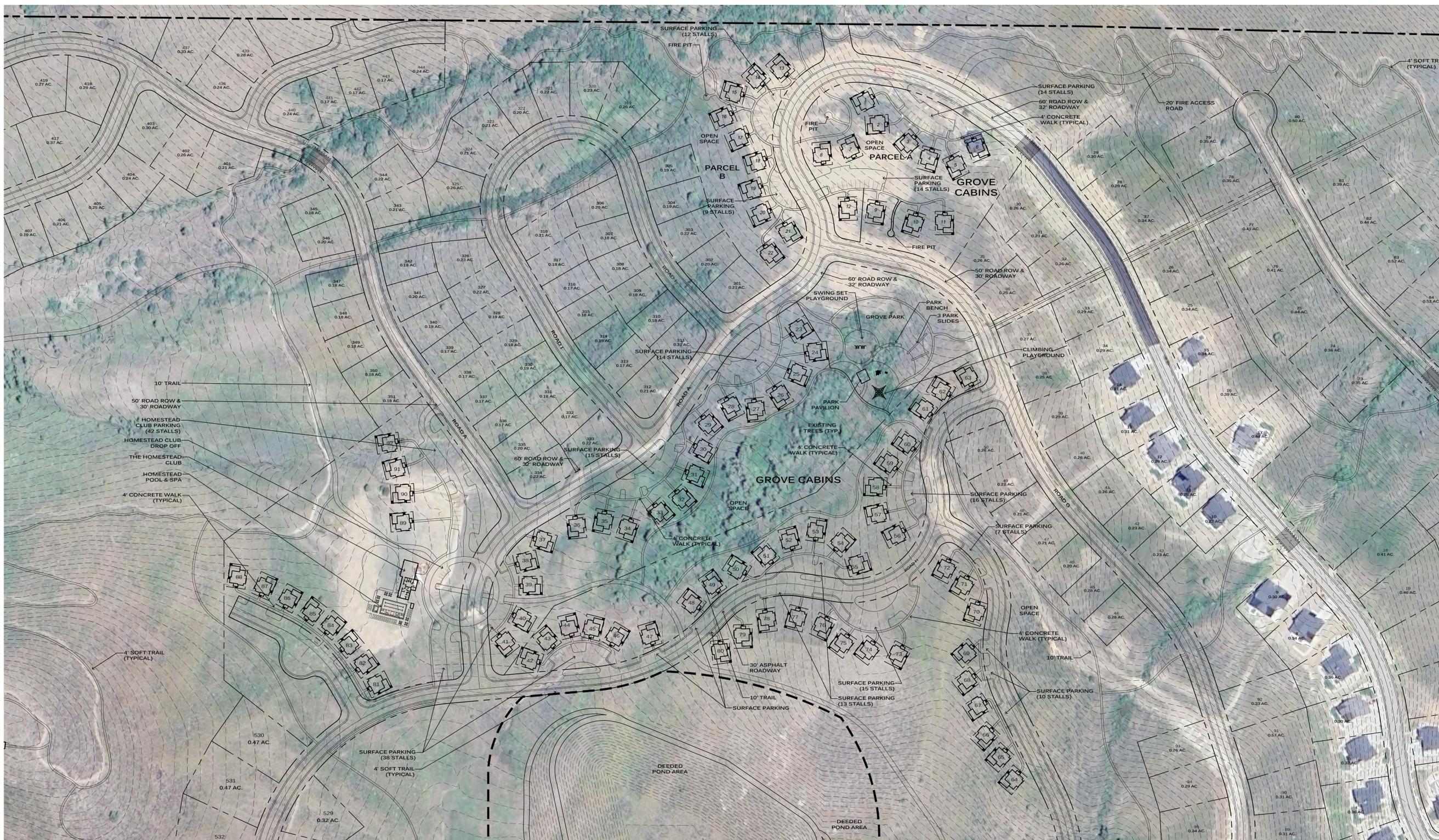


MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	13.01 ACRES
ZONE FV-3	40.08 ACRES
ZONE RE-20	2.25 ACRES
ROAD ROW AREA	33.90 ACRES

NET DEVELOPABLE AREA	271.82 ACRES
PROPOSED UNITS	426 UNITS
PARKSIDE	92 UNITS
MOUNTAINSIDE	99 UNITS
GROVE CABINS	92 UNITS
HOMESTEAD	51 UNITS
THE NORTH 40	44 UNITS
HILLSIDE	48 UNITS

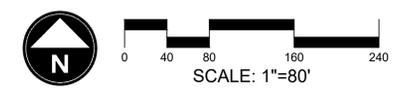
PROPOSED NET DENSITY	1 UNIT/ 0.63 ACRES
PROPOSED OPEN SPACE	155.00 ACRES
PROPOSED TRAILS	
10' TRAIL	7,600 LF
4' SOFT TRAIL	35,000 LF



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



NOTES:
 1. PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING, 189 SURFACE STALLS ARE PROVIDED FOR THE 92 UNITS. PARKING RATIO: 2.05 STALLS/UNIT



MDA DEVELOPMENT DATA	
TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	13.01 ACRES
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PROPOSED OPEN SPACE	155.00 ACRES
PROPOSED TRAILS	
10' TRAIL	7,600 LF
4' SOFT TRAIL	35,000 LF

DATE:	OCTOBER 2024
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VERSION:	
REVISIONS:	

SHEET TITLE:
CABINS
AERIAL PLAN

SHEET NUMBER:
P1.8

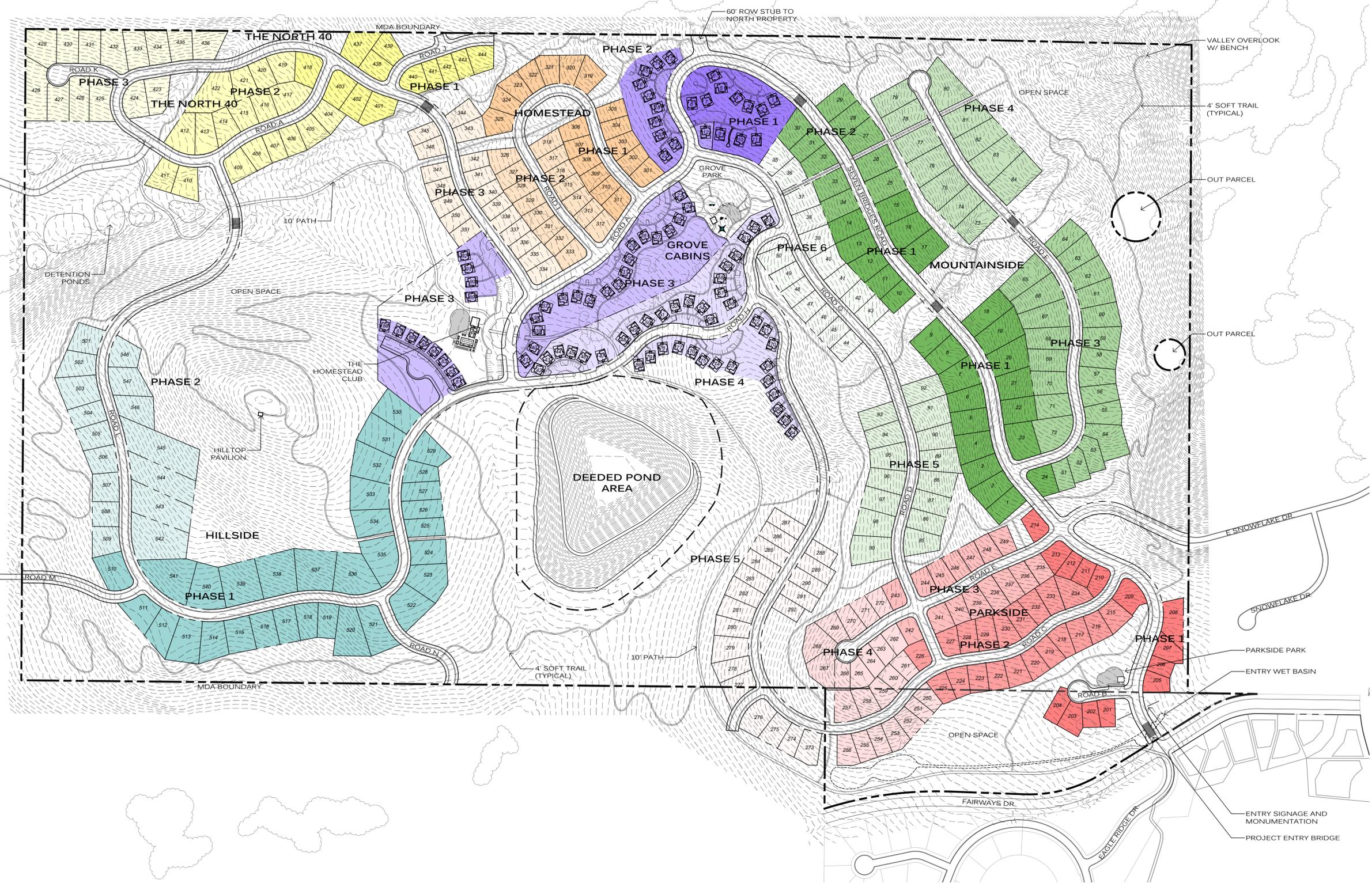


THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



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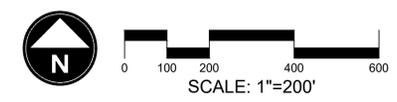
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PHASING PLAN
 SHEET NUMBER:
P1.9



NOTES:
 1. PHASING IS SHOWN BY NEIGHBORHOOD. PHASING WILL GENERALLY START AT FAIRWAYS DRIVE AND PROGRESS THROUGH THE PROJECT AS MARKET DEMAND, SITE INFRASTRUCTURE AND PROJECT CONDITIONS DICTATE. ACTUAL PHASING MAY DIFFER BASED ON THESE ELEMENTS.
 2. PROJECT AMENITIES WILL BE PHASED AS DEMAND REQUIRES.

PHASING DEVELOPMENT DATA

	PHASE 1										
	PHASE 2										
	PHASE 3										
	PHASE 4		PHASE 4		PHASE 4						
	PHASE 5		PHASE 5								
			PHASE 6								





THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
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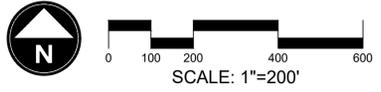
SHEET TITLE:
**OPEN SPACE
PLAN**

SHEET NUMBER:
P1.10



MDA DEVELOPMENT DATA

	PROPOSED OPEN SPACE	155.00 ACRES
	PROPOSED TRAILS	
	10' TRAIL	7,600 LF
	4' SOFT TRAIL	35,000 LF



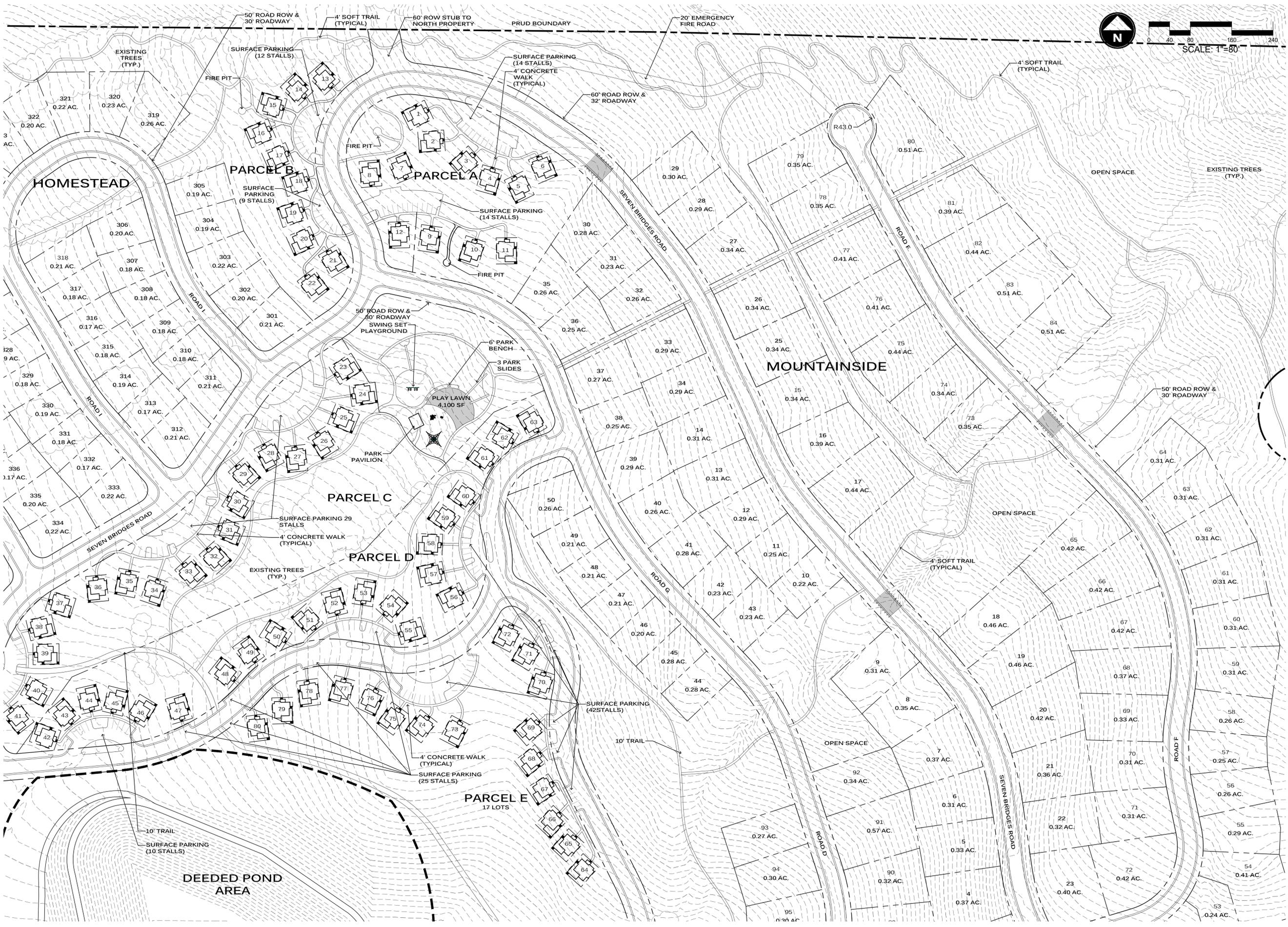


THE BRIDGES
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REVISIONS:	

SHEET TITLE:
DETAIL SITE PLAN
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P1.11

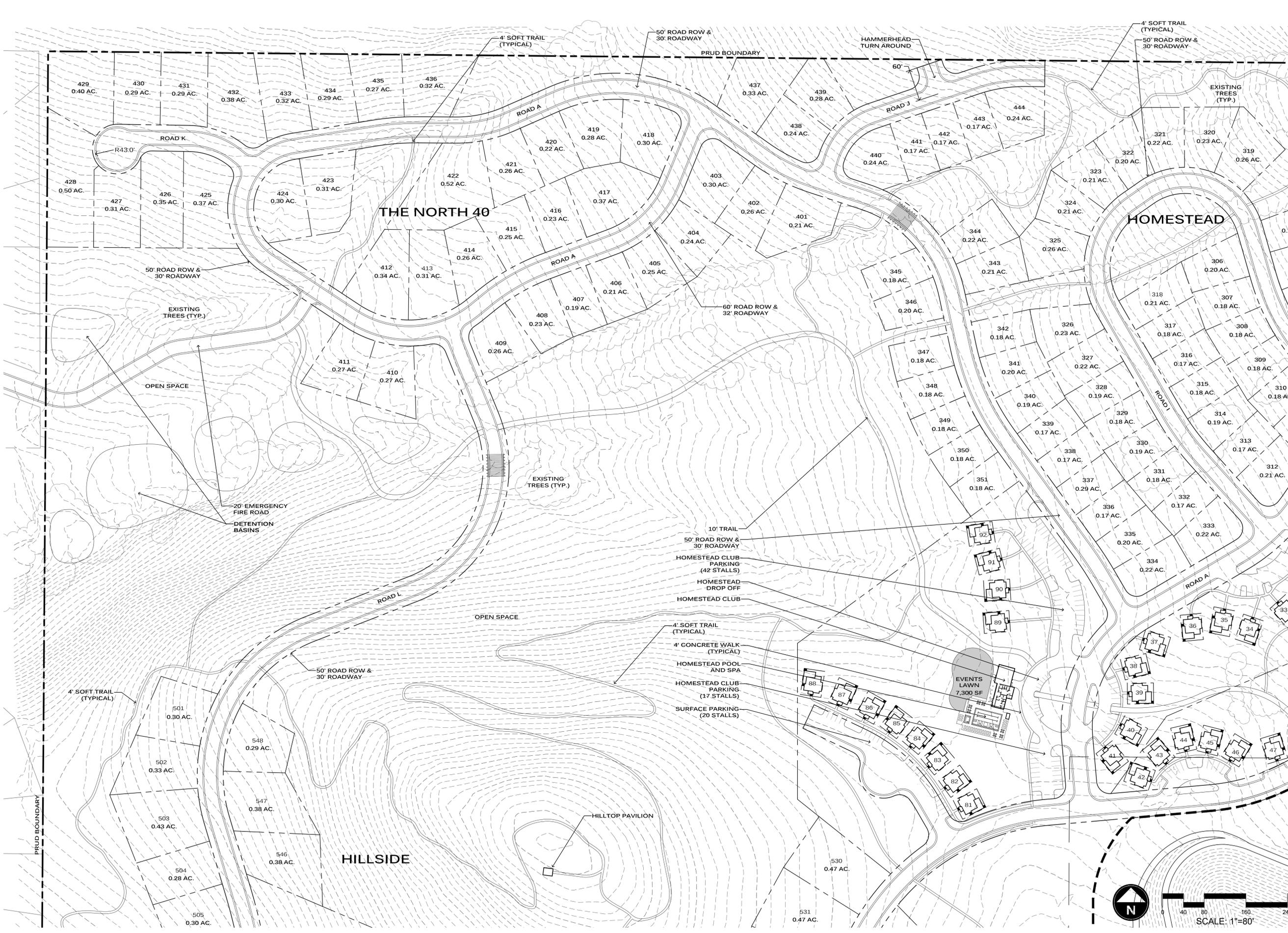


THE BRIDGES
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SHEET TITLE:
DETAIL SITE PLAN
 SHEET NUMBER:
P1.12



THE BRIDGES
WOLF CREEK RESORT
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SHEET TITLE:
DETAIL SITE PLAN

SHEET NUMBER:
P1.13



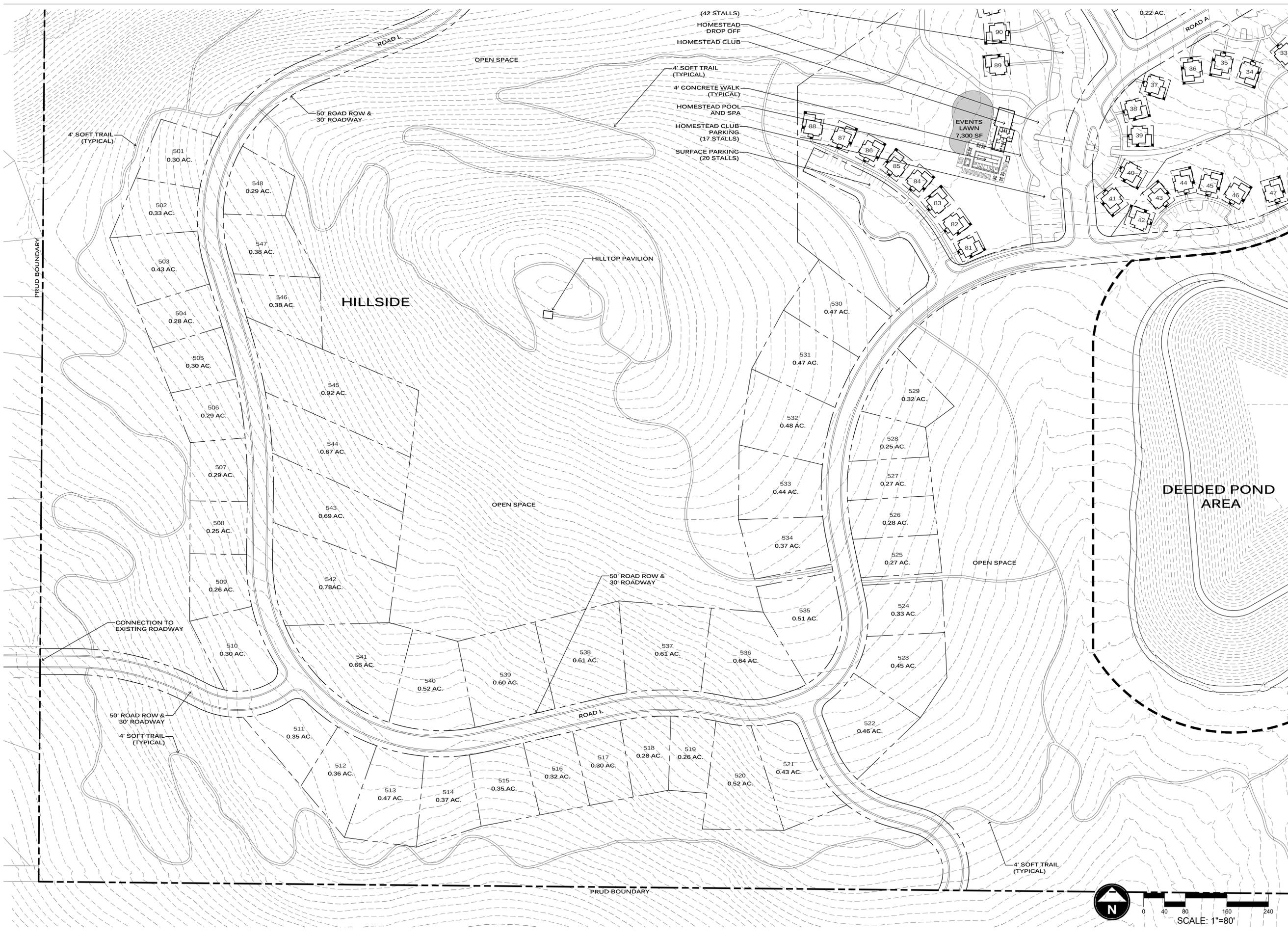
THE BRIDGES
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WEBER COUNTY UTAH



DATE:	OCTOBER 2024
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VERSION:	
REVISIONS:	

SHEET TITLE:
**DETAIL
SITE PLAN**

SHEET NUMBER:
P1.14





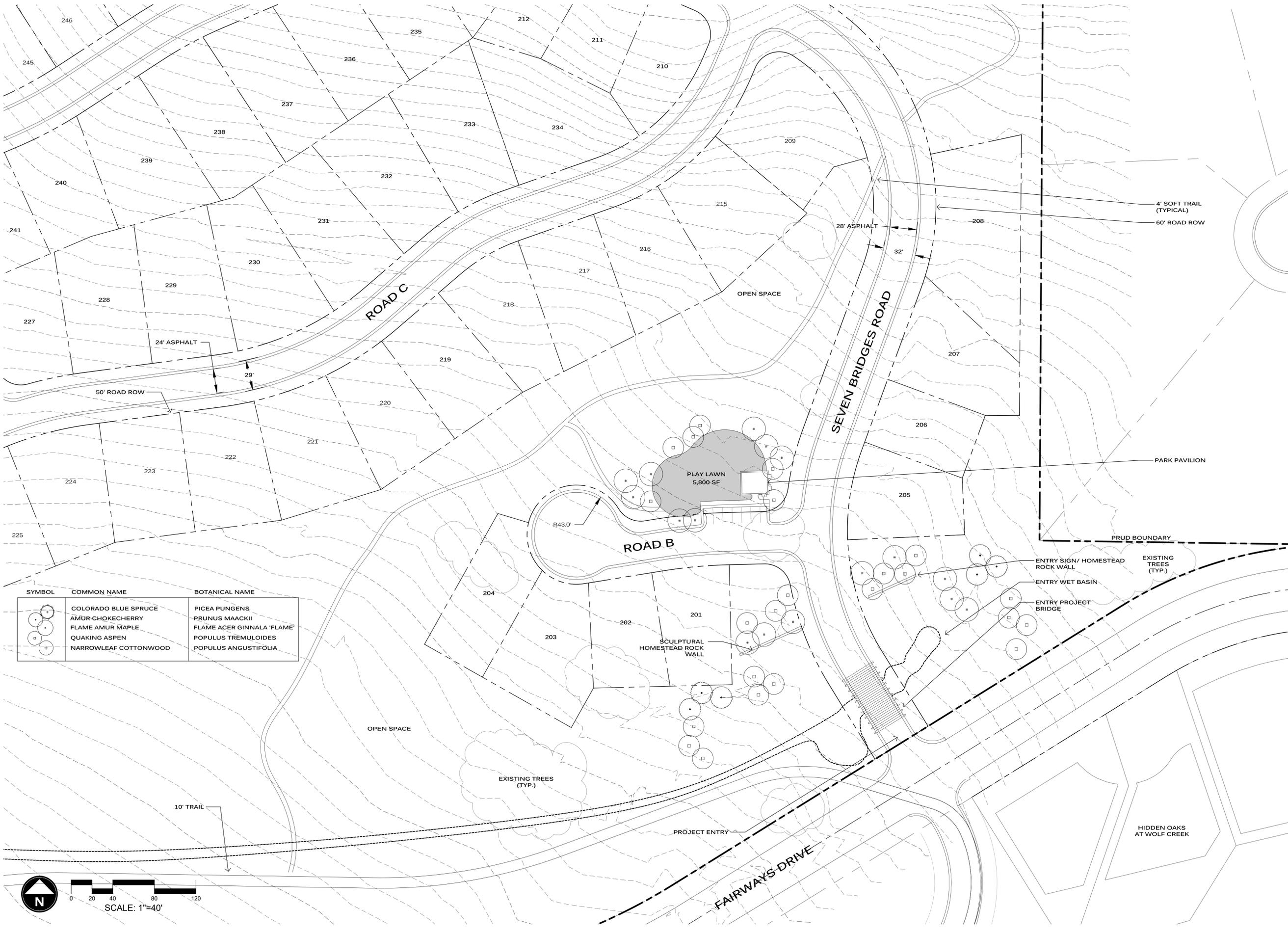
THE BRIDGES
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 WEBER COUNTY UTAH



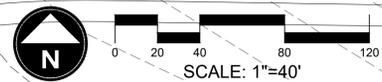
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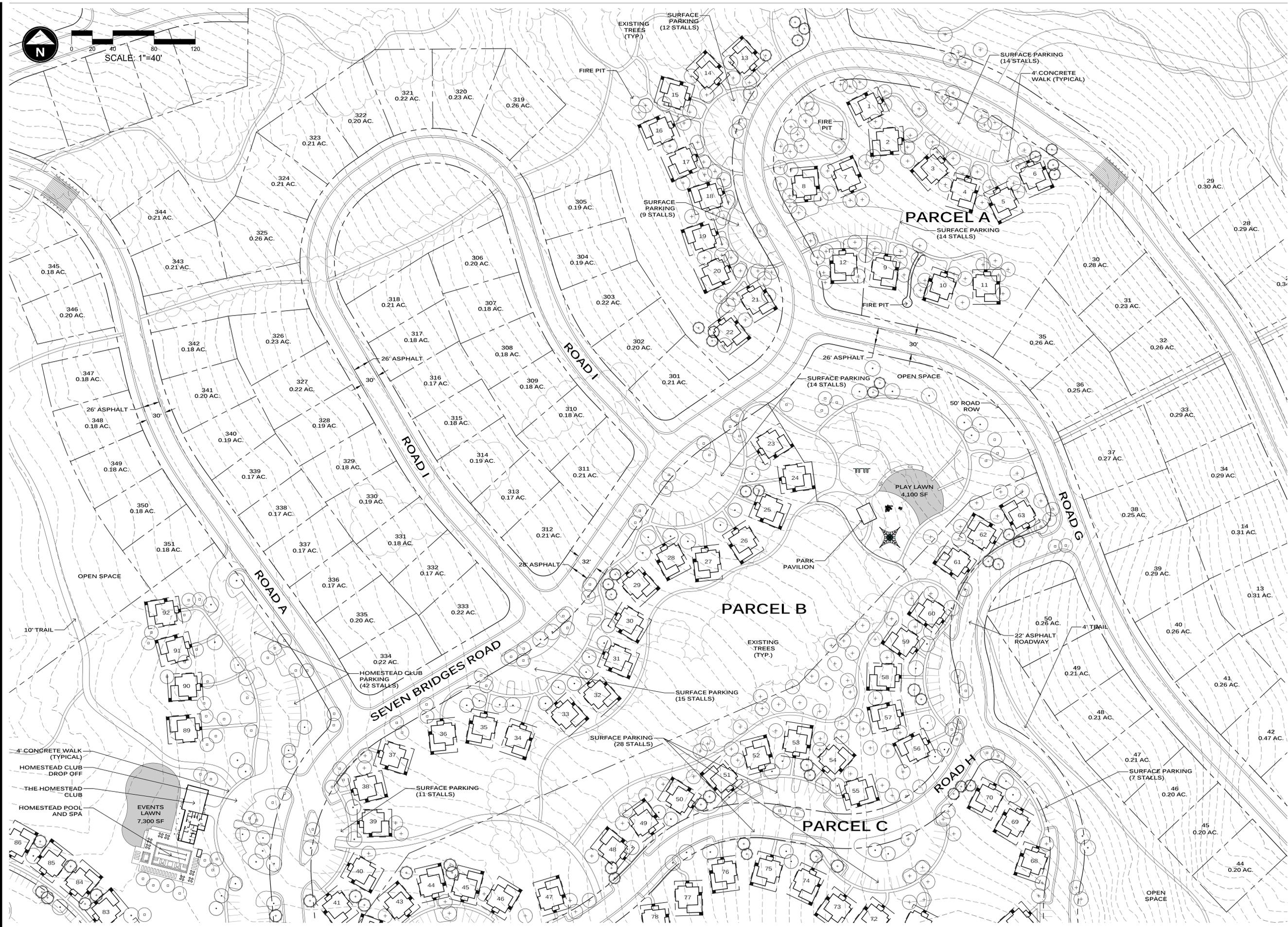
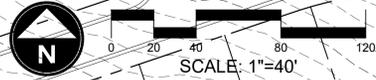
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ENTRY LANDSCAPE PLAN

SHEET NUMBER:
L1.1



SYMBOL	COMMON NAME	BOTANICAL NAME
	COLORADO BLUE SPRUCE	PICEA PUNGENS
	AMUR CHOKECHERRY	PRUNUS MAACKII
	FLAME AMUR MAPLE	FLAME ACER GINNALA 'FLAME'
	QUAKING ASPEN	POPULUS TREMULOIDES
	NARROWLEAF COTTONWOOD	POPULUS ANGUSTIFOLIA





THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



DATE:	OCTOBER 2024
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REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:	CABINS LANDSCAPE PLAN
SHEET NUMBER:	L1.2



PROJECT BRIDGE



HORIZONTAL PRESSURE TREATED WOODEN RAILS

PRESSURE TREATED WOODEN POSTS

TYPICAL PAVILION



WOODEN ROOF STRUCTURE

CONCRETE FOUNDATION

MATERIALS



ENTRY MONUMENT WALL



THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



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REVISIONS:	

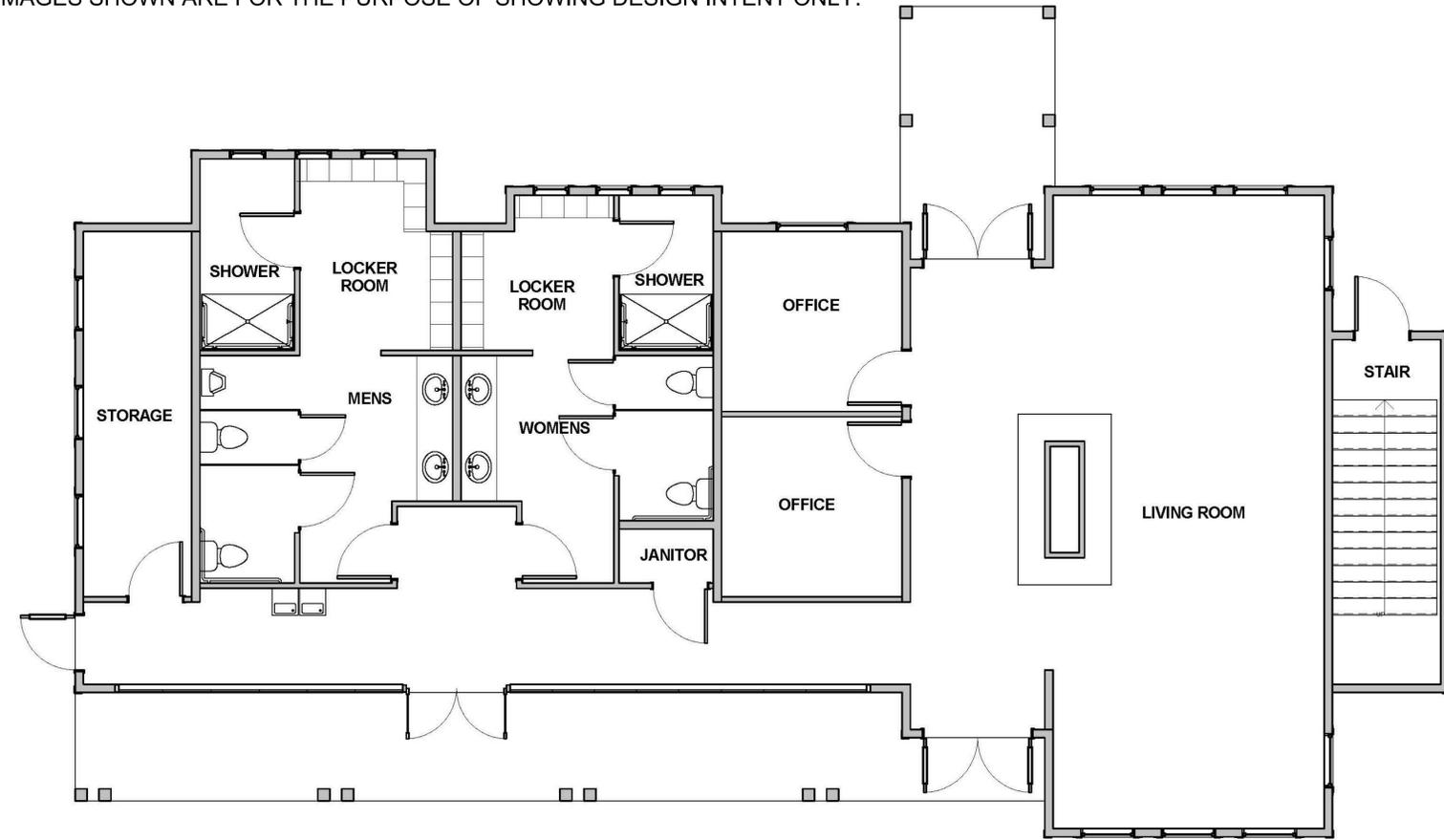
SHEET TITLE: SITE ELEMENTS

SHEET NUMBER:

L1.3

HOMESTEAD CLUB

NOTES: IMAGES SHOWN ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT ONLY.



MAIN FLOOR
2,823 SQ. FT.

MATERIALS/ ARCHITECTURAL PRECEDENTS



VIEW LOOKING SOUTHWEST



VIEW LOOKING NORTHWEST



THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



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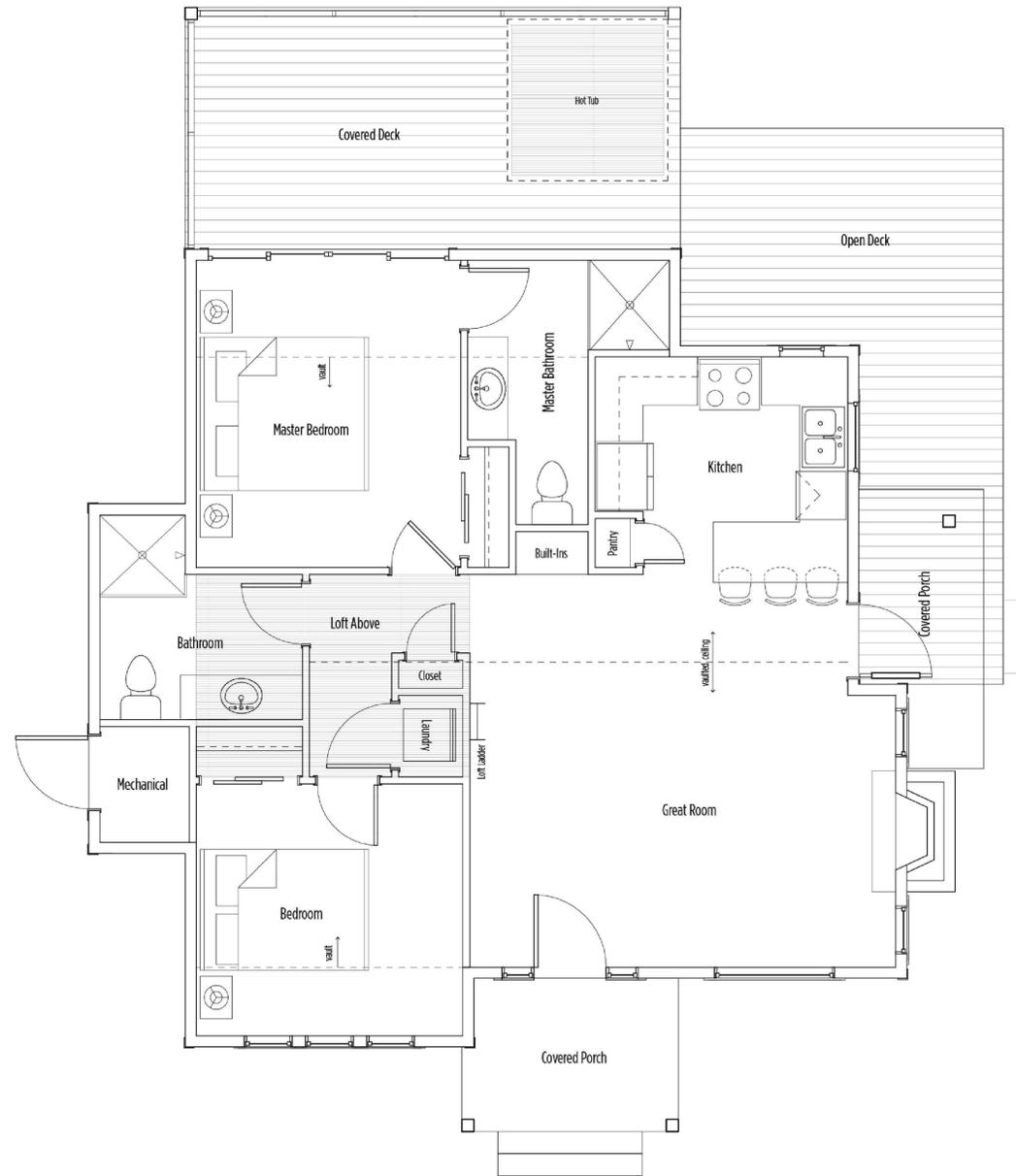
SHEET TITLE:
HOMESTEAD CLUB
DETAIL

SHEET NUMBER:

A1.1

GROVE CABIN

NOTES: IMAGES SHOWN ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT ONLY.



GROVE CABIN MAIN FLOOR

NOT TO SCALE



FRONT VIEW



SIDE VIEW



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH



DATE:	OCTOBER 2024
PROJECT:	000.0000.37
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

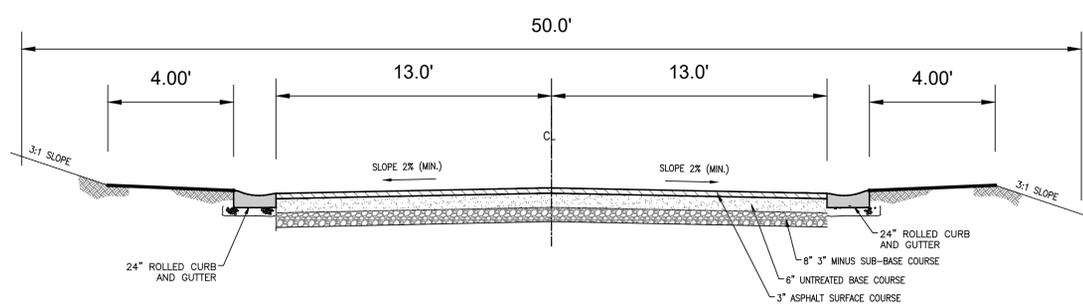
SHEET TITLE:
**GROVE CABIN
 DETAIL**

SHEET NUMBER:

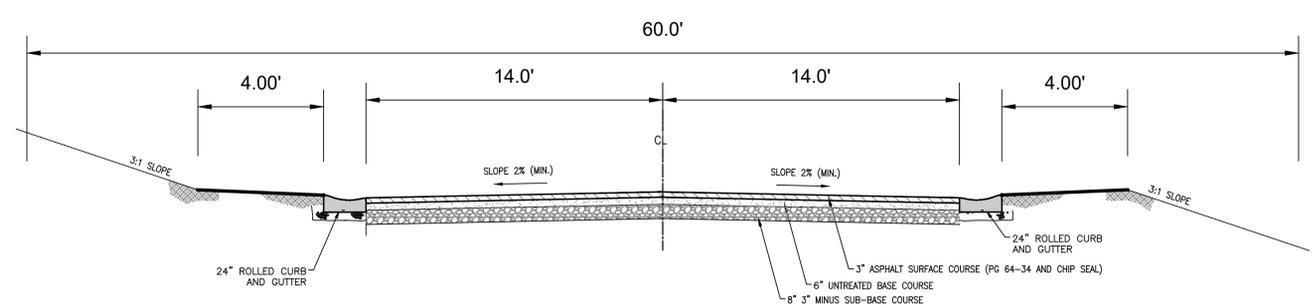
A1.2



THE BRIDGES
WOLF CREEK RESORT
 MASTER DEVELOPMENT AGREEMENT (MDA)
 WEBER COUNTY UTAH

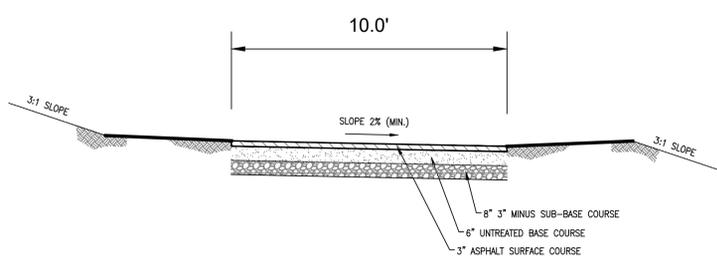


50' ROW - TYPICAL ROADWAY
 NOT TO SCALE

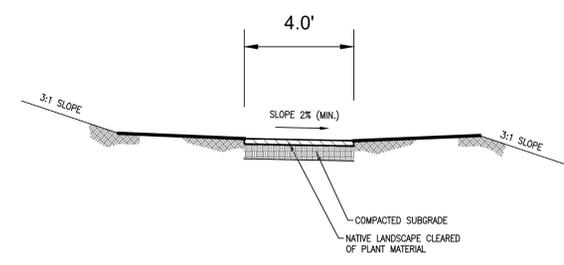


60' ROW - TYPICAL ROADWAY
 NOT TO SCALE

ROAD PROFILES
 NOT TO SCALE



10' ASPHALT PATH
 NOT TO SCALE



4' NATURAL PATH
 NOT TO SCALE

TRAIL PROFILES
 NOT TO SCALE

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SHEET TITLE:
ROAD / TRAIL PROFILES

SHEET NUMBER:
S1.1



THE BRIDGES
WOLF CREEK RESORT
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SHEET TITLE:
ROAD CONNECTION PLAN

SHEET NUMBER:

S1.2



ROAD CONNECTION	
CONNECTION "A"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "B"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "C"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "D"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "E"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "F"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "G"	*ROAD MEETS ALL REQUIREMENTS
CONNECTION "H"	*ROAD MEETS ALL REQUIREMENTS

