



Staff Report to the **Ogden Valley Planning Commission**

Weber County Planning Division

Synopsis

Application Information

Application Request: Files #ZMA2025-04 and ZTA2025-02, an application to rezone approximately 8.73 acres of land from the AV-3 zone to the FB zone, to amend the Eden Crossing development agreement, and to amend the Eden Street Regulating Plan in county code.

Agenda Date: August 26, 2025

Applicant: Eden Crossing LLC

File Number: ZMA2025-04 and ZTA2025-02

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23846> and <https://frontier.co.weber.ut.us/p/Project/Index/21921>

Property Information

Approximate Address: 5242 East Highway 166, unincorporated Eden area.

Current Zone(s): AV-3 Zone

Proposed Zone(s): FB Zone

Adjacent Land Use

North:	Cobabe Ranch Development	South:	Large lot residential and agriculture
East:	Eden Acres Subdivision – large lot residential	West:	Vacant

Staff Information

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Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural Zones.
§Title 104, Chapter 22 Form Based Zone.

Legislative Decisions

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

Summary

This report covers three related proposals for the previously approved Eden Crossing development:

Rezoning: The applicant seeks to rezone 8.73 acres near 5242 East Highway 166 from AV-3 to FB zone, to become part of Eden Crossing.

Street Regulating Plan Amendment: Changes to the Eden area's street regulating plan will add streets for the new 8.73 acre property and modify others to provide consistency with the existing and proposed agreement.

Development Agreement Amendment: The existing Eden Crossing agreement will be amended to include the new 8.73 acres and other changes, requiring careful review to avoid unintentional alterations.

Exhibit B shows a comparison of the changes between the current and proposed agreements, and Exhibit D includes Eden Crossing's original rezone analysis, which should still be relevant and applicable to these requests.

Due to time constraints, staff provide a brief analysis but have unresolved questions or concerns that require additional review and/or negotiation with the applicant before finalizing details or offering a recommendation. The applicant requests a decision within 45 days pursuant certain rights provided in state code.

Summary generated by use of ChatGPT and modified by staff for clarity, accuracy, and relevance.

Policy Analysis

This report is regarding two interrelated applications that include three inter related topics. First, it is a proposed rezone from the AV-3 zone to the FB zone for approximately 8.73 acres located at approximately 5242 East Highway 166 in the unincorporated Eden area. Second, it is a proposed code amendment that will amend the Eden area's street regulating plan to include streets for the 8.73 acres. Third, it is a proposed amendment to the existing development agreement that governs the overall Eden Crossing development to include the additional 8.73 acres, and to provide other substantive amendments to the agreement.

Given limited staffing resources and the applicant's requested expeditious processing of these applications, this report will provide a brief analysis for the text (regulating plan map) amendment, compare differences between the proposed agreement and the existing agreement in the attached Exhibit B, and refer a more complete rezone analysis to the previously written staff report for the initial 24 acre Eden Crossing rezone, which is attached as Exhibit D.

Also due to the expeditious processing request, the planning commission is receiving documents that are less polished than typical. The documents the planning commission usually receive have usually received several rounds of staff negotiation and vetting before being presented to the planning commission. That is not the case for this report. Consequently, staff have more questions for the applicant than answers for the planning commission, questions that, once answered by the applicant, may alter one's perception of specific details. That said, the overall intention is relatively clear and as such it may be possible for the planning commission to progress the negotiation and vetting that staff would have otherwise, and do so in a manner that makes the application ready for a recommendation to the county commission for either approval or denial.

The proposed development agreement can be found in Exhibit A, and for comparison, the existing development agreement can be found in Exhibit C.

The applicant has requested a final answer within 45 days so the planning commission has only one meeting to consider it and formulate a recommendation.

Proposed amendment to the street regulating plan.

The applicant is proposing a code amendment to modify the Eden Street Regulating Plan. The amendment adds streets for the additional acreage being included in the development, and redesignates certain streets to more clearly provide for development agreement provisions on which agreement was made after the approval and adoption of the current street regulating plan. Those changes include pushing the proposed hotel away from Highway 166 and limiting the height of buildings closer to the highway in a manner that will most likely only enable the construction of a single story.

The applicant reports that part of the purpose of the proposed plan amendment is to provide the large-lot residential neighborhood to the east (Eden Acres Subdivision) a single-family residential buffer from the higher density commercial and multifamily development proposed in the development.

Figure 1: Existing Street Regulating Plan

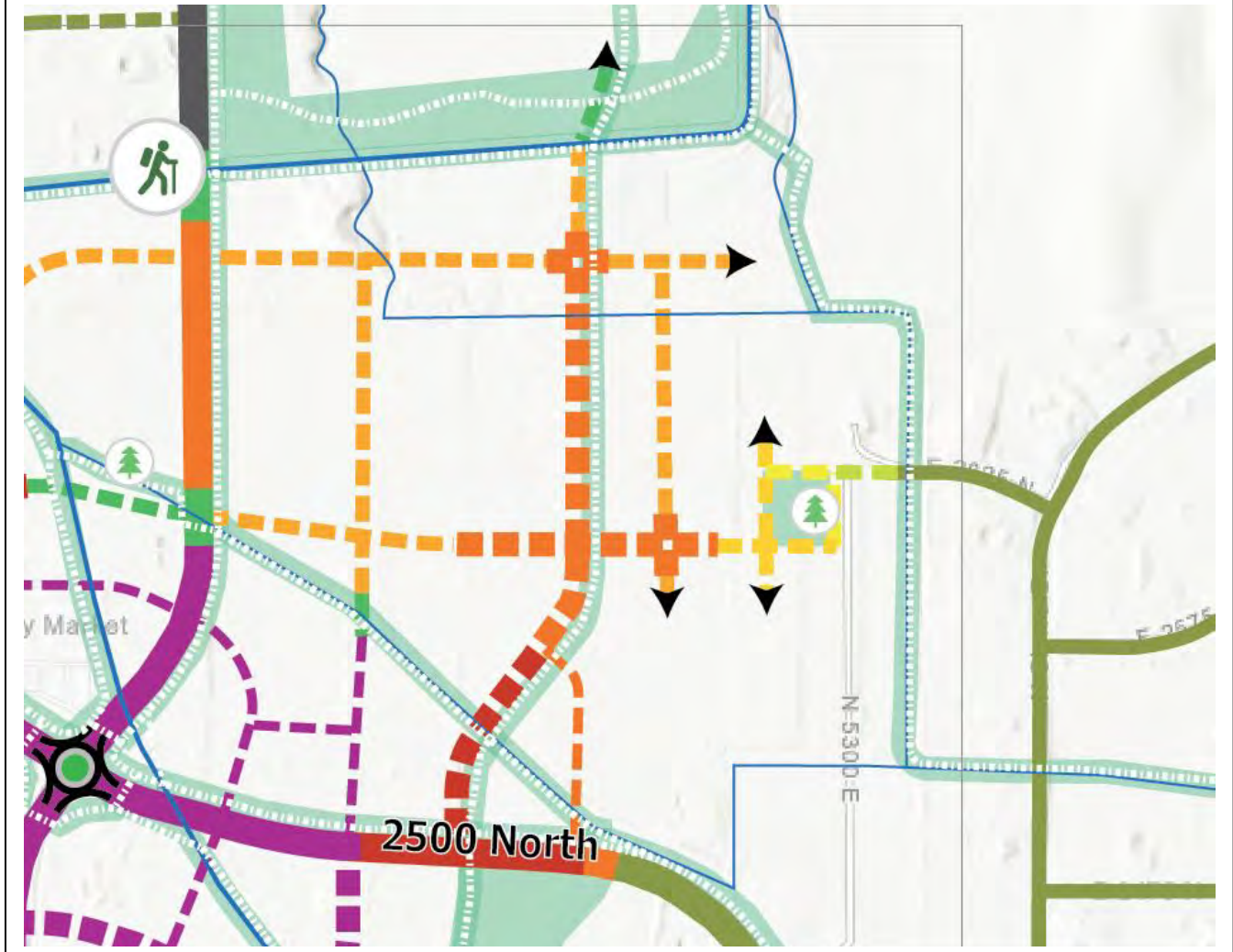


Figure 2: Applicant's Proposed Street Regulating Plan (reformatted by staff for easier comparison)

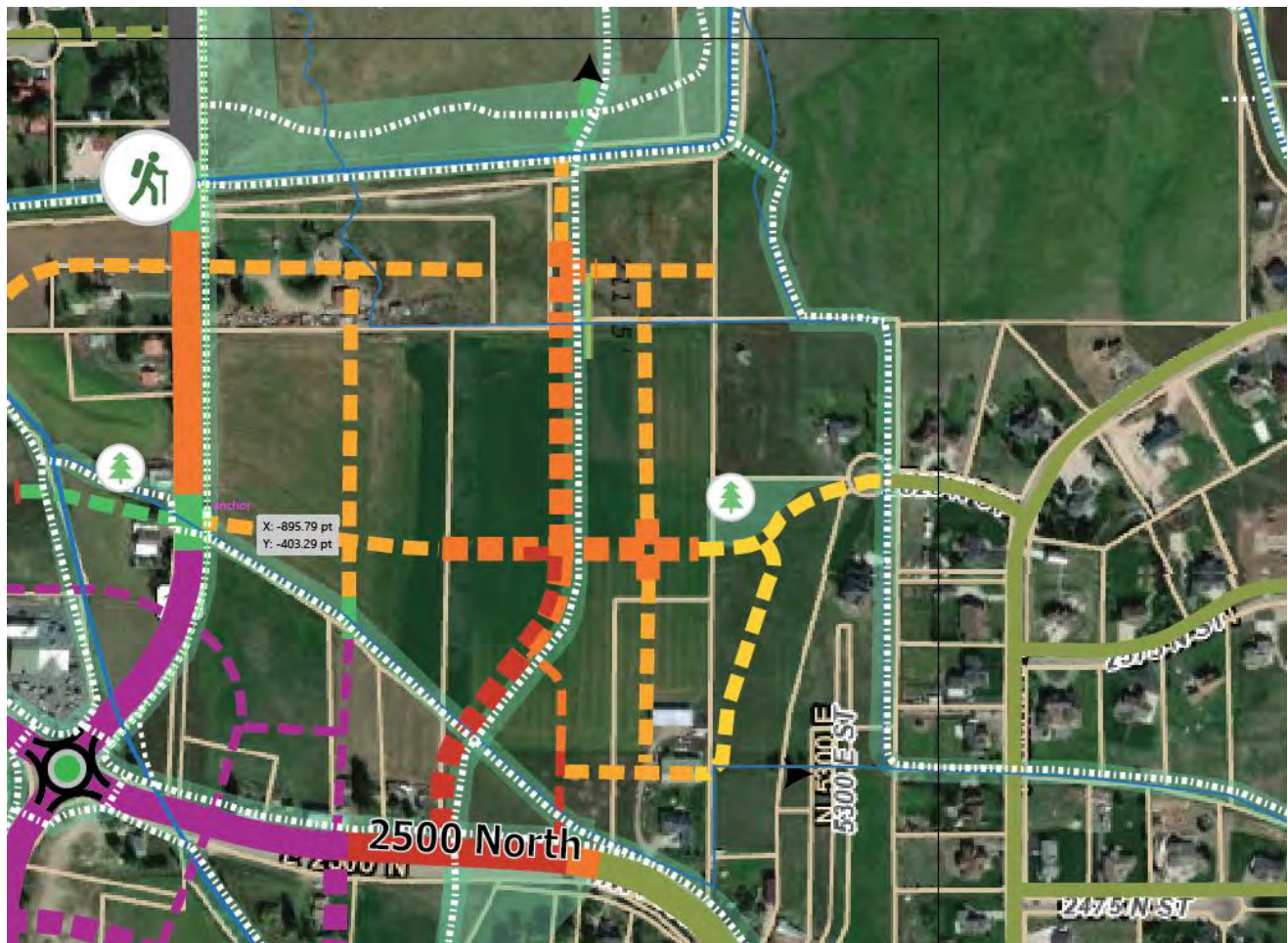


Figure 3: Staff Suggested Changes to Applicant's Proposed Street Regulating Plan (with Aerial)



Proposed amendments to the development agreement.

Similar to the recently reviewed Cobabe, Eagle Crest, and Exchange development agreement amendments, the proposed development agreement is more of an agreement replacement than it is an agreement amendment. It is formatted and provides context in substantially the same manner as the replacement agreements for those three developments. Because the existing Eden Crossing development agreement is so robust, if not carefully vetted these proposed changes have potential to change components of the existing agreement that may have been crucial to receive county approval. Some changes are clearly intended and deliberate, others are more subtle and nuanced, lending to questions as to whether they are intended and deliberate or incidental. After comparing the existing development agreement with the newly proposed one, staff fleshed as many of these changes as possible given the time the available for review. Those changes are presented side-by-side in Exhibit B.

Proposed rezone.

The analysis provided in the previously generated staff report for the initial Eden Crossing form-based rezone should still be substantially relevant for this rezone. Please see Exhibit D to review it.

Staff Recommendation

After more review and negotiation between the county and applicant so as to not lose critical benefits of the form-based zone standards and existing agreement, staff anticipates that this proposal can be made to yield the same recommendations and findings as the initial rezone and agreement. Without such additional review and negotiation staff would recommend denial of the proposal.

Model Motion

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

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2025-04 and File #ZTA2025-02, applications to rezone approximately 8.73 acres of land located at approximately 5242 East Highway 166 in the unincorporated Eden area from the AV-3 zone to the FB zone and to amend the development agreement for the overall Eden Crossing development, and to amend county code to modify the Eden Street Regulating Plan.

I do so with the following findings:

Example findings:

1. *The changes are supported by the General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health and welfare of area residents.*
4. *[_____ 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 #ZMA2025-04 and File #ZTA2025-02, applications to rezone approximately 8.73 acres of land located at approximately 5242 East Highway 166 in the unincorporated Eden area from the AV-3 zone to the FB zone and to amend the development agreement for the overall Eden Crossing development, and to amend county code to modify the Eden Street Regulating Plan. **I do so 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. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*

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

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2025-04 and File #ZTA2025-02, applications to rezone approximately 8.73 acres of land located at approximately 5242 East Highway 166 in the unincorporated Eden area from the AV-3 zone to the FB zone and to amend the development agreement for the overall Eden Crossing development, and to amend county code to modify the Eden Street Regulating Plan. 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 complete or clear enough to allow for a positive recommendation.*
- *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: Staff Review, Comments, and Redlines for the Submitted Application Documents
Exhibit B: Development Agreement Amendment Comparison Table
Exhibit C: Existing Development Agreement
Exhibit D: November 14, 2023 Eden Crossing Rezone Staff Report

Submitted to Frontier
08/07/25

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EDEN CROSSING

September ____, 2025

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE EXCHANGE**

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ of August, 2025, by and between Weber County, a political subdivision of the State of Utah; and The Exchange, LLC, a Utah limited liability company (Master Developer).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns ~~or is under contract to own~~ 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 Agreement 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 ARMDA.
- F. Development of the Property will include the Intended Uses as defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the ~~parties~~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 ARMDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA 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 ARMDA 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 ARMDA.
- K. Master Developer and the County have cooperated in the preparation of this ARMDA.
- L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this ARMDA.
- M. The Parties understand and intend that this ARMDA is a “development agreement” within

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the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 532528 (2025).

N. This ARMDA 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 were considered by the Planning Commission on August 12, 2025 pursuant to Utah Code Ann. § 17-27a-532528(2)(a)(iii) (2025), in making a recommendation to the County Commission.

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O. The County believes that this ARMDA 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 ARMDA relating to “fixed criteria” are “administrative” in nature.

Q. The County’s entry into this ARMDA is authorized by the adoption of Ordinance # 2025-001 on August 12, 2025.

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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 ARMDA.

~~1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:~~

1.2. **Definitions.** As used in this ARMDA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this ARMDA. 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 ARMDA that can be approved by the Administrator pursuant to Section 14.

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

- 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. **ARMDA** means this Master Development Agreement including all of its Exhibits as amended and restated.
- 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. (2025).
- 1.2.8. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.
- 1.2.9. **Commission** means the elected County Commission of the County.
- ~~1.2.8.~~ 1.2.10. **County** means Weber County, a political subdivision of the State of Utah.
- ~~1.2.9.~~ 1.2.11. **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.
- ~~1.2.10.~~ 1.2.12. **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 ARMDA.
- ~~1.2.11.~~ 1.2.13. **County's Vested Laws** means the "Uniform Land Use Code of Weber County, Utah" which is codified as "Part II – Land Use Code" in the "Weber County Code" which is in effect as of the date of this MDA except for "Title 102" of the Uniform Land Use Code of Weber County, Utah which is not included as a part of the County's Vested Laws. The County's Vested Laws are attached as Exhibit "F".
- ~~1.2.12.1.1.1.~~ ~~Commercial Site means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.~~
- ~~1.2.13. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.~~

~~1.2.14.1.1.1.~~ ~~Commission means the elected County Commission of the County.~~

~~1.2.15.~~ ~~1.2.14.~~ **Default** means a material breach of this ARMDA.

~~1.2.16.~~ ~~1.2.15.~~ **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.

~~1.2.17.~~ ~~1.2.16.~~ **Design Standards** means the general standards for design of lots and RDUs as specified in Exhibit E.

~~1.2.18.~~ ~~1.2.17.~~ **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, Commercial Site, or any of the Intended Uses.

~~1.2.19.~~ ~~1.2.18.~~ **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, ~~Commercial Site Plan~~ Design Review, Conditional Use Permit or any other permit, certificate or other authorization from the County required for development of the Project.

~~1.2.20.~~ ~~1.2.19.~~ **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 Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

~~1.2.21.~~ ~~1.2.20.~~ **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.

~~1.2.22.~~ ~~1.2.21.~~ **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 12.

~~1.2.23.~~ ~~1.2.22.~~ **Exceptions from County Standards** means the ~~Design Standards and the Technical Standards include certain~~ modifications to or from the County’s current engineering and design requirements provided in the Design Standards and the Technical Standards of this Agreement. If there is any conflict between the Design Standards or the Technical Standards and the current County standards, the Design Standards and the Technical Standards shall control.

~~1.2.24.~~ ~~1.2.23.~~ **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2025), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.

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Commented [CE2]: Past versions include “intended uses” here. I like keeping uses and standards clearly separate though, so good with it as long as Exhibits are updated to reflect the same.

~~1.2.25.~~ 1.2.24. **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.

1.2.25. **Hotel** means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service as well as related ancillary uses including, but not be limited to, conference and meeting rooms, restaurants, reception centers, and recreational facilities.

1.2.26. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the ~~Master Plan~~ Zoning as modified in the Design Standards ~~and the Zoning.~~

~~1.2.26.~~ 1.2.27. **Master Developer** means the Eden Crossing, LLC, which owns or is under contract to own the Property.

~~1.2.27.~~ 1.2.28. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.

~~1.2.28.~~ 1.2.29. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of Three hundred fifty ~~(350)~~ Residential Dwelling Units.

~~1.2.29.~~ 1.2.30. **Multi-Family Buildings** means buildings with more than two (2) RDUs in a single structure.

~~1.2.30.~~ 1.2.31. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

~~1.2.31.~~ 1.2.32. **Open Space** means that definition as found in the County’s Vested Laws as may be modified in the Master Plan.

~~1.2.32.~~ 1.2.33. **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 ARMDA. Outsourcing shall be at the sole discretion of the County.

~~1.2.33.~~ 1.2.34. **Outsourced Work** means any work performed pursuant to Outsourcing.

~~1.2.34.~~ 1.2.35. **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.

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Commented [CE3]: This is the number in the existing development agreement.

Other than the existing agreement, currently there is no max in the FB zone (still limited by massing and height thought). The reason for the no limit is to help developers find benefit in pursuing as many transfers as possible from other properties where development is undesirable and to cluster them into villages.

For those who would rather see this development have a limit, this self-imposed limit will probably be perceived as a “give” from the developer.

For those who would rather see other developable lands result in less development long-term, then this will probably not be received as a benefit to either party.

~~1.2.35.~~ 1.2.36. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “C”.

Commented [CE4]: No trails shown on the PTOS?

~~1.2.36.~~ 1.2.37. **Parties** means the Master Developer, and the County.

~~1.2.37.~~ 1.2.38. **Party** means either the Master Developer, or the County individually.

~~1.2.38.~~ 1.2.39. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

~~1.2.39.~~ 1.2.40. **Prior Agreements** means any and all prior development agreements with the County or conditional use permits pertaining to the general development layout of the Property, including: ~~a “Zoning and Development Agreement dated October 11, 2002, which is recorded as Entry # 1883524; an “Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort” dated February 3, 2015, which is recorded as Entry # 2768159; an “Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort” dated March 22, 201, which is recorded as Entry # 2784398; a “Second Amendment to Weber County Development Agreement for the Wolf Creek Resort” dated June 14, 2016, which is recorded as Entry # 2802028; and “Third Amendment to Weber County Development Agreement for the Wolf Creek Resort” dated January 2, 2018, which is recorded as Entry # 22917393~~ a “Development Agreement for Eden Crossing” dated as of December 21, 2023, which is recorded as Entry # 3309479.

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~~1.2.40.~~ 1.2.41. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.

~~1.2.41.~~ 1.2.42. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.

~~1.2.42.~~ 1.2.43. **Property** means the approximately twenty ~~four~~ eight and seven hundred ~~six~~ thirty thousandths (~~24.706~~ 28.73) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.

Commented [CE6]: I pulled this from recorder’s reference. If a survey shows different then it will need to be changed and we will want to verify base density.

~~1.2.43.~~ 1.2.44. **PTOS Schedule** means the overall timing and improvement for parks, trails, and open space as set forth in the PTOS Plan, Exhibit “C”.

Commented [BB7]: I need this number

~~1.2.44.~~ 1.2.45. **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, overall grading ~~plan~~ drainage, and backbone utilities.

~~1.2.45.~~ 1.2.46. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose. An RDU does not include a Hotel room or suites unless the suite is definable as a residential dwelling pursuant to County Vested Laws.

~~1.2.46.~~ 1.2.47. **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.

~~1.2.47.~~ 1.2.48. **Subdivision** means the division of any portion of the Project into developable lots pursuant to CLUDMA.

~~1.2.48.~~ 1.2.49. **Subdivision Application** means the application to create a Subdivision.

~~1.2.49.~~ 1.2.50. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

~~1.2.50.~~ 1.2.51. **Technical Standards** 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”.

~~1.2.51.~~ 1.2.52. **Zoning** means the County’s Form Based “FB” zoning of the Property as specified in Section 104-22-1, et seq. of the County’s Vested Laws.

2. **Effect of ARMDA.** Except as specified herein, this MDA shall be the sole development agreement between the ~~parties~~Parties related to the Project and the Property. The Prior Agreements ~~are~~is 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.

3. **Development of the Project.**

3.1. **Compliance with this ARMDA.** 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 ARMDA), and this ARMDA.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Intended Uses and Parks, Trails 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 ARMDA, including the other exhibits thereto.

3.3. **Design Standards and Technical Standards.** The Project shall be engineered and designed pursuant to the County’s Vested Laws except as those may be modified by the Design Standards or the Technical Standards. If there is any conflict between the Design Standards or ~~the~~ Technical Standards and the County’s Vested Laws the Design Standards and/or ~~the~~ the Technical Standards shall

control.

3.4. **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 ARMDA subject to the restrictions on RDUs of Master Developer's Property. ~~Internal Accessory dwelling units as provided by Utah State law, easitas, external accessory dwelling units, units in a hotel~~ rooms or suites as long as they do not contain a kitchen, or as a part of a commercial mixed use, 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 ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. **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, residential, commercial, and ~~industrial uses~~ other Intended Uses within the Project.

Commented [CE8]: You need to decide whether you will have a master plan or just the street regulating plan and change this or that exhibit accordingly.

3.4.2. ~~**Transferable Development Rights. Existing Number of Entitled RDUs and Process for Adding Additional RDUs.**~~ The Parties acknowledge that Master Developer currently has only one hundred eighty one (181) RDUs ~~entitled for use on the Property under the County's Vested Laws. In in~~ order to reach the ~~Maximum RDUs~~ allowed under this ARMDA Master Developer may ~~move RDUs~~ transfer Residential Development Rights, as defined in County Vested Laws, into the Project ~~as provided in the County's Vested Laws~~ irrespective of whatever jurisdiction the Project may be under at the time.

Commented [CE9]: I recreated the TDR part of this section to eliminate possible conflicts with vested laws. Each principle is already contemplated by the county's current TDR rules.

Commented [CE10]: Should there be a cap?

~~**Measurement of Imported TDRs.**~~ The Parties acknowledge that any TDRs imported into the Project shall be calculated by the County's Vested Laws and that the

Commented [CE11]: See how I adjusted 3.4.4 to accomplish this paragraph.

~~3.4.3.3.4.2.1.~~ Sendin
g and Receiving Area Established. Sending and receiving areas are established pursuant to Section 104-22-11 of County Vested Laws ~~Project is established as a "receiving area" for TDRs~~ irrespective of any changes of jurisdiction.

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3.4.2.2. Process for Importing and Accounting Transferable Residential Development Rights. The process required for the transfer of Residential Development Rights shall be as provided in Section 104-22-11 of County Vested Laws.

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3.4.2.3. Vested Residential Development Rights. The Parties agree that ~~the property is currently vested with one hundred eighty-three (183) RDUs pursuant to the following:~~

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3.4.2.3.1. Initial Residential Development Rights. The initial density of the Property, pursuant to Section 104-22-11(b)(1), is ~~nine (9)~~ nine (9) RDUs, and

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3.4.2.3.2. Previously Transferred Residential Development Rights. One hundred seventy-four (174) RDUs were transferred to the Property as provided in that document titled "Notice of Transferred Residential

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Commented [CE12]: Verify if known acreage changes.

Development Rights” recorded in the office of the
Weber County Recorder as Entry #3346589.

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3.5. **Master Developers’ Discretion.** Nothing in this ARMDA 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.

3.5.1. ***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.

3.6. **Required Process.**

3.6.1. ***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.

3.6.2. ***Building Permits.*** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed to the level required by the County’s Vested Laws 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 there is water necessary for fire protection and any required street is constructed to a level that supports all of the fire authority’s fire apparatuses. 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.

3.6.3. ***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.

- 3.6.4. **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.
- 3.6.5. **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 ARMDA. 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 ARMDA.
- 3.6.6. **Outsourcing of Processing of Development Applications.**

3.6.6.1. County Processing. The provisions of Section 3.6.6 and 3.6.14 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.

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~~3.6.6.1.~~ 3.6.6.2. 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.

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~~3.6.6.2.~~ 3.6.6.3. Election

n/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 proceed with having the work Outsourced.

~~3.6.6.3.~~ 3.6.6.4. Compliance with Applicable Codes. Any Outsourced work shall be

Compli

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.

~~3.6.6.4.~~ 3.6.6.5.

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 this section shall be resolved pursuant to the Dispute Resolution Processes.

~~3.6.6.5.~~ 3.6.6.6.

Accept

ance 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.

- 3.6.7. ***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.
- 3.6.8. ***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.
- 3.6.9. ***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.

- 3.6.10. **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 ARMDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.6.11. **Dispute Resolution.** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. **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.
- 3.6.13. **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 pursuant to the County's Vested Laws 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.
- 3.6.14. **Outsourcing of Inspections.**

3.6.14.1. County Processing. The provisions of Section 3.6.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.

~~3.6.14.1.~~ 3.6.14.2. 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.

~~3.6.14.2.~~ 3.6.14.3. 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.

~~3.6.14.3.~~ 3.6.14.4. 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.

~~3.6.14.4.~~ 3.6.14.5. 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.

~~3.6.14.5.~~ 3.6.14.6. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.7. **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 (2025), 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. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the

buyer. The County shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. **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 ~~Master Developer and~~ for the entire remaining Project.

3.9. **Development Report.** With any Development Application, ~~filed by~~ Master Developer shall file a Development Report showing:

- 3.9.1. **Ownership** of the portion of the Property subject to the Development Application;
- 3.9.2. **Maximum RDUs** The Maximum RDUs allowed by this ARMDA;
- 3.9.3. **Units Previously Platted Under This ARMDA.** The number of RDUs previously platted pursuant to this MDA and their percentage of the Maximum RDUs;
- 3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted Development Application, and their percentage of the Maximum RDUs;
- 3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development Application, and their percentage of the Maximum RDUs;
- 3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer pursuant to this ARMDA and their percentage of the Maximum RDUs; [and](#)
- 3.9.7. **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 percentage of totals proposed in the PTOS; and
- 3.9.8. **Material Effects.** Any material effects of the sale on the Master Plan.

3.10. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the County a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Master Developer and Master Developer and any material effects of the sale on the Master Plan.

- 3.10.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Master Developer and Master Developer, and they shall file with the County a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

3.11. **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.

- 3.11.1. **Master Plan and PTOS Compliance.** The Development Application for any Phase shall comply with the Master Plan and the PTOS Plan.
- 3.11.2. **Concurrency.** The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for and provide for future access and infrastructure connectivity and compatibility with future phases including the temporarily dead-end street provisions in County Vested Laws
- 3.11.3. **Phasing Discretion.** Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.
- 3.11.4. **Commercial/RDU Relationship.** Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly higher rate to single-family units.

Commented [CE13]: Master plan or street regulating plan?

3.12. **Nightly Short-Term Rentals in Multi-Family Buildings.** All of the RDUs in Multi-Family Buildings may be used for short term rentals.

3.13. **Mass Grading.** Subject to the objective standards in the Design Standards, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project without obtaining any permits from the County. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

Commented [CE14]: Still needs design review.

4. **Zoning and Vested Rights.**

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4.1. **Vested Rights Granted by Approval of this ARMDA.** 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 ARMDA grants ~~and to~~ Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 17-27a-~~509~~508 (2025).

4.2. **Exceptions.** The restrictions on the applicability of the County’s Future Laws to the Project as specified in Section 1.2.10 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-~~509~~508(1)(a)(~~ii~~) (2025).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-~~532~~528 (2025)) 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 ARMDA 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 ARMDA 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.

4.4. **Intended Uses:** The Intended Uses permitted in the Project include all uses allowed in the Form-Based (FB) Zone and as specified in the Design Standards.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2039. If as of that date Master Developer is in compliance with this ARMDA and ~~has~~ not been declared to be in default as provided in Section 13, and 11, or if ~~any such a default has been~~ declared ~~default but has been~~ cured or is not in the process of being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2045, and, thereafter, for two (2) additional ~~period~~ periods of five (5) years each, provided the foregoing condition is true. This ARMDA shall also terminate automatically at Buildout.

6. **Application Under County's Future Laws.** Without waiving any rights granted by this ARMDA, 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. **Tax Benefits.** The County acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the County or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits, subject to the County's full and sole discretion to refuse to take any action that the Commission determines would be contrary to the best interest of the County and its residents.

8. **Public Infrastructure.**

8.1. **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.

8.1.1. **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

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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's Vested Laws.](#)

- 8.1.2. **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.

8.2. **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 ARMDA 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, including, but not limited to, public roads, after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

8.3. **Snow Removal.** The Home Owner's Association or management company has the right to plow the public streets within the Project, as well as public streets that lead to the Project. Master Developer acknowledges that additional snow removal efforts may not be provided by the County beyond the service levels that the existing area's streets are currently given. The Home Owner's Association shall be responsible for snow removal of public parking, both on-street and off, and for snow removal of all hard-surface pedestrian corridors within the Project. The Parties acknowledge that the County may also provide this service from time-to-time at the County's option.

~~8.4. **Public Infrastructure Financing.** The County will use reasonable efforts to adopt one or more Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.~~

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

9.1. **"Upsizing".** The County shall not require Master Developer to "upsizing" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements [are made that are](#) reasonably acceptable to Master Developer ~~are made and the County~~ to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing 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. Any decision by the County to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

9.2. **Dispute Resolution.** Any dispute regarding ~~this~~[this](#) section shall be resolved pursuant to the Dispute Resolution ~~Processes~~[Process](#).

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

10.1. **PTOS Plan.** All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit "C".

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10.2. **Contribution for Parks, Trails and Open Space.** On or before the issuance of a certificate of occupancy for a hotel that may be built in the Project or the issuance of the 101st building permit for an RDU or the issuance of a building permit for the 30,001st square feet of a non-residential use whichever may come first, Master Developer shall contribute to the County One Million Dollars (\$1,000,000.00) to be used in the discretion of the County for the creation of or improvement of parks, trails or open space in the general area of the Project.

11. **Default.**

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 ~~AR~~ARMDA 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 ~~the parties~~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~~Parties are not able to resolve the Default by the Dispute Resolution Processes, then the ~~parties~~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.***
 - 11.3.3.1. ***Essential Systems.*** If the Default involves the construction of essential systems required for the development of the Project the County may withhold all further applications, reviews,

approvals, licenses, building permits and/or other permits for development of the Project until the Default has been cured.

11.3.3.2. Master Developer Defaults. -If the Default is complained to have been committed by Master Developer but is not of an essential system the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits requested by Master Developer for development of those portions of the Project owned by Master Developer until the Default has been cured. The County may not under this subsection withhold any such applications, reviews, approvals, licenses, building permits and/or other permits for any Subdeveloper or assignee.

11.3.3.3. Defaults of Subdevelopers or Assignees. If the Default is complained to have been committed by a Subdeveloper or assignee but is not of an essential system the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits requested by Subdeveloper or assignee claimed to be in Default for development of those portions of the Project owned by that Subdeveloper or assignee until the Default has been cured. The County may not under this subsection withhold any such applications, reviews, approvals, licenses, building permits and/or other permits for the Master Developer or any other Subdeveloper or assignee.

11.3.3.4. Reimbursement of costs. Master Developer shall pay to the County the reasonable and actual costs, if any that the County may incur in determining whether a Default is subject to the provisions of this Section 11.3.3.

11.4. **Public Meeting.** Before any remedy in Section 11.3 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 ARMDA 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 ~~43.11.3~~ without the requirements of ~~Sections 13~~Section 11.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any 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 ARMDA, 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 12.3 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~~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~~Parties regarding the Dispute and promptly attempt to mediate the Dispute between the ~~parties~~Parties. If the ~~parties~~Parties are unable to reach agreement, the mediator shall notify the ~~parties~~Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the ~~parties~~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~~Parties shall first attempt mediation as specified in Section 12.2.

12.3.3. **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the ~~parties~~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~~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~~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~~[Parties](#). If the arbitrator determines as a part of the decision that the County's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County or Applicant 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 any other means of transmission, be given in writing by certified mail and regular mail to the following address:

[1](#)

To Master Developer: Eden Crossing, 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
~~2389~~[2380](#) Washington Blvd
Ogden, UT 84401

With a Copy to: Weber County
Attn: Deputy County Attorney
~~2389~~[2380](#) Washington Blvd
Ogden, UT 84401
Chris Crockett

13.1. **Effectiveness of Notice.** Except as otherwise provided in this [ARMDA](#), 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 ARMDA 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 this ARMDA may be considered and approved by the Administrator.

14.1.2 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

14.1.3 **Minor Amendment.** Any other modifications deemed to be minor routine and uncontested modifications by the Administrator. An allowable minor modification shall NOT include the Maximum RDUs.

14.2 **Application to Administrator.** Applications for Administrative Modifications may only be requested by Master Developer and 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 ~~shall be~~ against the applicable portion of the Property in the official County records.

14.3.2 **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 15.

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 ARMDA shall be considered as Modification Applications subject to the following processes.

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

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

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

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

- 15.2.4 **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 15.2.5 **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.
- 15.2.6 **Proposed Text.** Show the proposed changes to the text of this MDA using a redline format that allows for easy identification of the proposed text.
- 15.3 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 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**
- 15.5.2 **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](#).
- 15.5.3 **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 of 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 ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).
16. **Estoppel Certificate.** If Master Developer or a Subdeveloper is not, in fact, in default then, 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 ARMDA 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 ARMDA 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 ARMDA does not create a joint venture relationship, partnership or agency relationship between the County, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA 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 ARMDA 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~~ 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 ARMDA 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 **County Objection.** The County may withhold its consent only: if the County is not

reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned; 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; or, if the provisions of Section 20.9 have not been complied with.

20.7 **Dispute Resolution.** Any dispute regarding ~~his~~[this](#) section shall be resolved pursuant to the Dispute Resolution Processes.

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

20.9 **Recorded Notice.** An instrument shall be recorded specifying the material details of any assignment such as the number of acres, number of units, allocation of costs and responsibilities for any elements of the Project such as roads, parks, trails and open space, and any other material information regarding what rights and/or obligations are being assigned. The recorded instrument shall be signed by Master Developer and the assignee. The County shall also sign acknowledging that it has notice of the assignment and that the recorded instrument complies with this subsection.

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, and Density as 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 ARMDA without any required approval, review, or consent by the County except as otherwise provided herein. [Except as otherwise stated in this ARMDA, 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 ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

24. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA 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 ARMDA, and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the ~~parties~~Parties to cooperate in the implementation of this ARMDA, 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 ~~County Manager~~County's Planning Division Director. The initial representative for Master Developer shall be ~~John Lewis-Homes, Inc.~~ John 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 ARMDA 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 ARMDA 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 ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

30. **Applicable Law.** This ARMDA 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 ARMDA shall be brought only in the Second District Court for the State of Utah, Utah County.

32. **Entire Agreement.** This ARMDA, 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 ~~modified by this ARMDA (including all exhibits thereto).~~ expressly modified by this ARMDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – F and this ARMDA, this ARMDA shall prevail. For any conflict between Exhibits B, C and D and each other, the most restrictive for Master Developer shall apply. The Parties acknowledge that the graphic depiction of the Project provided in Exhibits B, C, and D are conceptual. 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.

Commented [CE15]: Master plan or street regulating plan?

34. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA 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;

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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.

~~35.~~^{36.} **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMDA lawfully binding the County pursuant to Ordinance No. [REDACTED] adopted by the County Commission on September [REDACTED], 2025.

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

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Standards
Exhibit "E"	Design Standards
Exhibit "F"	County's Vested Laws

[signatures on following pages]

COUNTY

WEBER COUNTY

_____, Commission Chair

ATTEST

_____, County Recorder

Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of September, 2025, personally appeared before me Sharon Bolos, who being by me duly sworn, did say that she is the **COMMISSION CHAIR OF WEBER -COUNTY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its County Commission and said ~~Mayor~~Chairperson acknowledged to me that the County executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

Eden Crossing, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this _____ day of September, 2025, John Lewis personally appeared before me, duly sworn, did say that he is the Manager of **Eden Crossing, 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 the Property

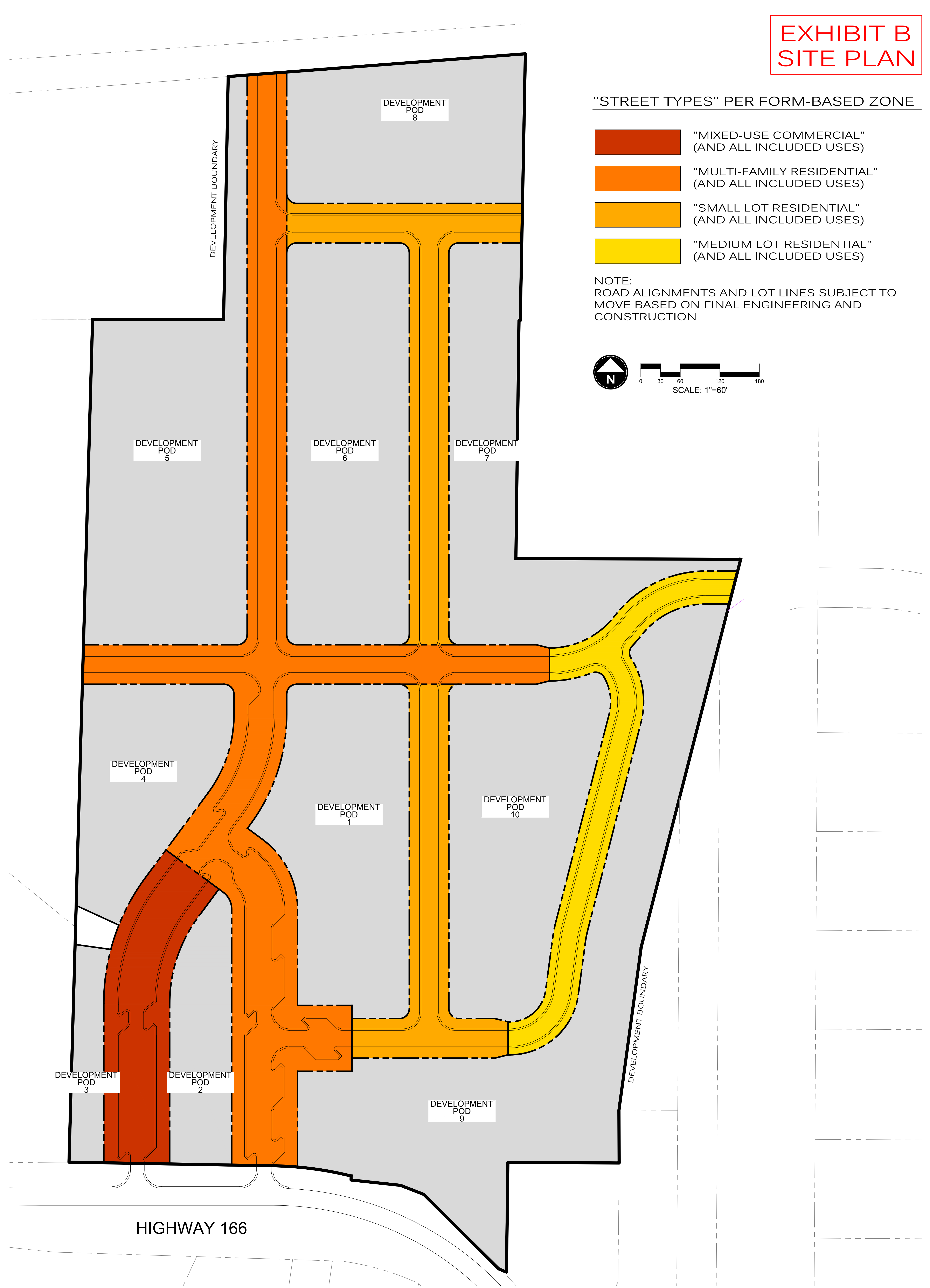
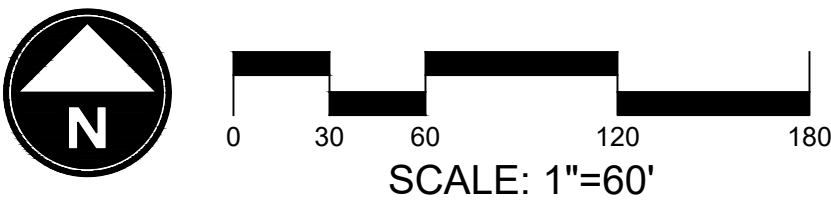
Exhibit “B”
Master Plan

EXHIBIT B
SITE PLAN

"STREET TYPES" PER FORM-BASED ZONE

- "MIXED-USE COMMERCIAL" (AND ALL INCLUDED USES)
- "MULTI-FAMILY RESIDENTIAL" (AND ALL INCLUDED USES)
- "SMALL LOT RESIDENTIAL" (AND ALL INCLUDED USES)
- "MEDIUM LOT RESIDENTIAL" (AND ALL INCLUDED USES)

NOTE:
ROAD ALIGNMENTS AND LOT LINES SUBJECT TO
MOVE BASED ON FINAL ENGINEERING AND
CONSTRUCTION



SHEET TITLE:
SITE PLAN

SHEET NUMBER:
EX. B

EDEN CROSSING

MASTER PLAN
WEBER COUNTY, UTAH



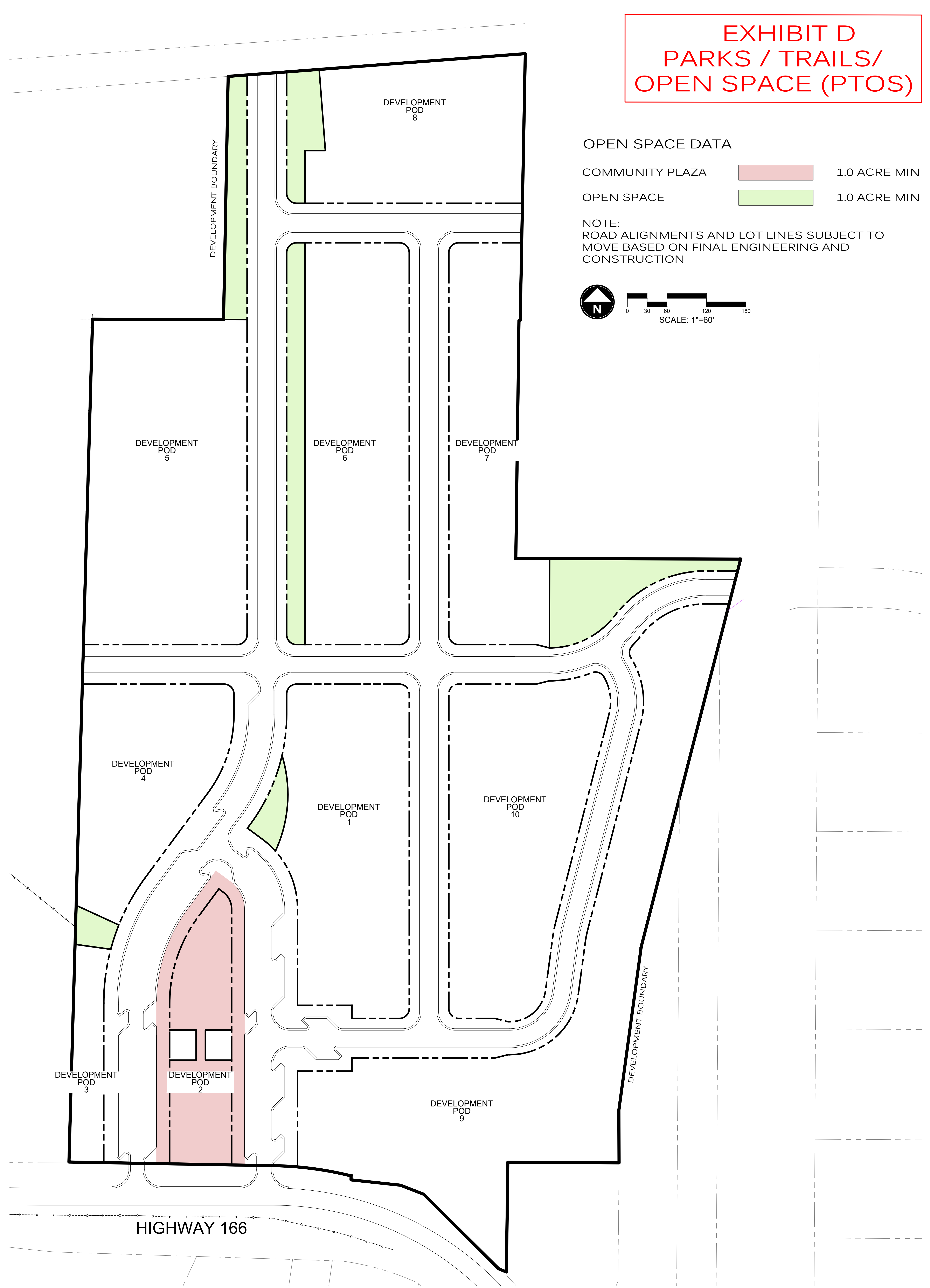
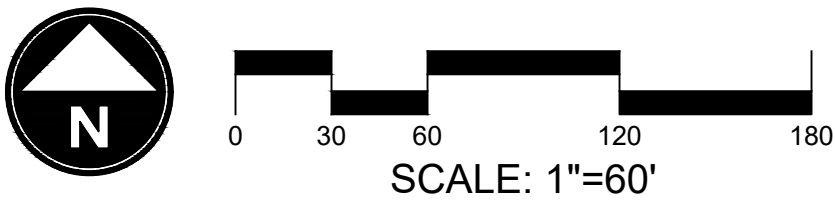
Exhibit “C”
PTOS Plan

EXHIBIT D
PARKS / TRAILS/
OPEN SPACE (PTOS)

OPEN SPACE DATA

COMMUNITY PLAZA	<div></div>	1.0 ACRE MIN
OPEN SPACE	<div></div>	1.0 ACRE MIN

NOTE:
ROAD ALIGNMENTS AND LOT LINES SUBJECT TO
MOVE BASED ON FINAL ENGINEERING AND
CONSTRUCTION



SHEET TITLE:
PARKS / TRAILS
OPEN SPACE (PTOS)

SHEET NUMBER:
EX. D

EDEN CROSSING

MASTER PLAN
WEBER COUNTY, UTAH



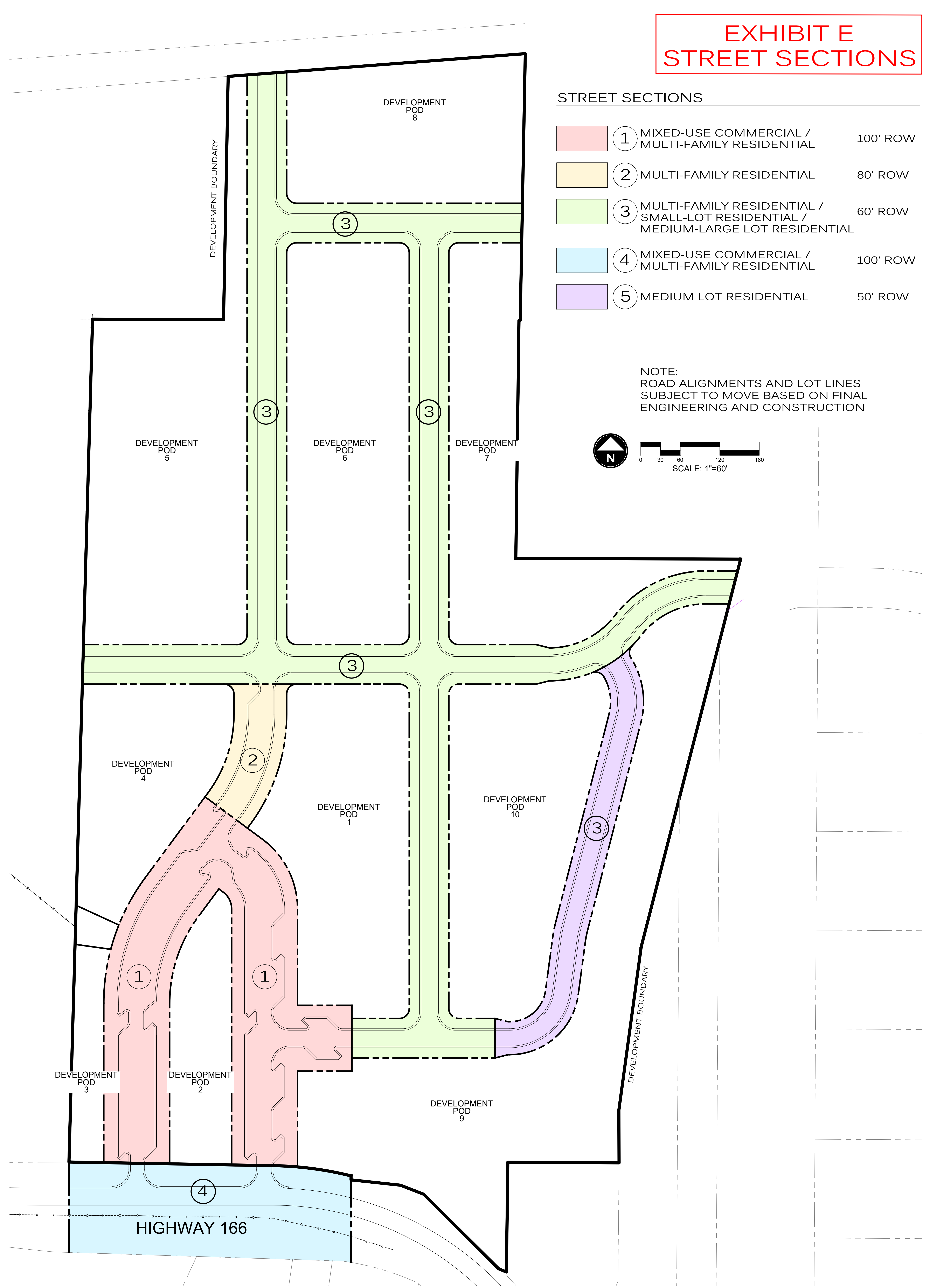
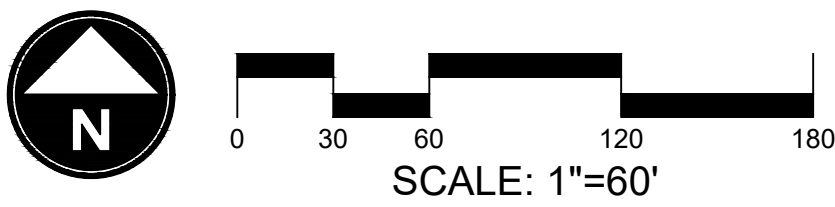
Exhibit “D”
Technical Standards

EXHIBIT E
STREET SECTIONS

STREET SECTIONS

<div></div>	① MIXED-USE COMMERCIAL / MULTI-FAMILY RESIDENTIAL	100' ROW
<div></div>	② MULTI-FAMILY RESIDENTIAL	80' ROW
<div></div>	③ MULTI-FAMILY RESIDENTIAL / SMALL-LOT RESIDENTIAL / MEDIUM-LARGE LOT RESIDENTIAL	60' ROW
<div></div>	④ MIXED-USE COMMERCIAL / MULTI-FAMILY RESIDENTIAL	100' ROW
<div></div>	⑤ MEDIUM LOT RESIDENTIAL	50' ROW

NOTE:
ROAD ALIGNMENTS AND LOT LINES
SUBJECT TO MOVE BASED ON FINAL
ENGINEERING AND CONSTRUCTION



SHEET TITLE:
STREET SECTIONS

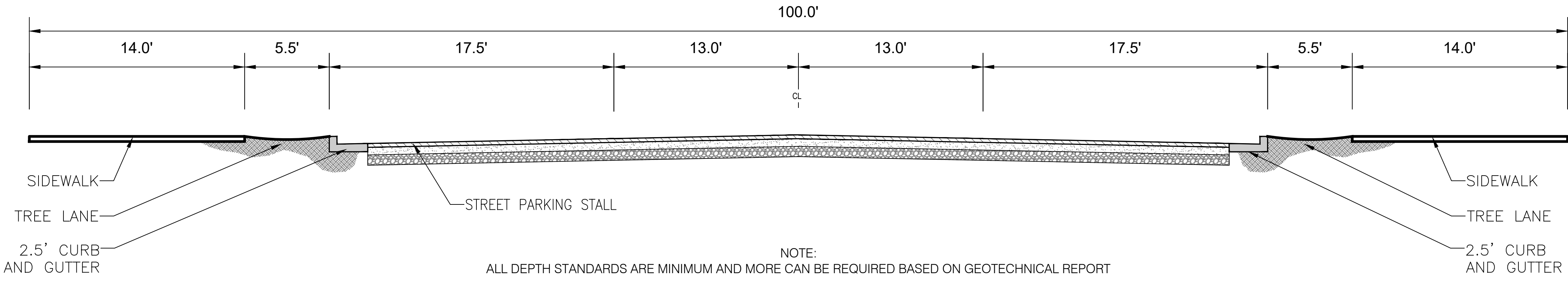
SHEET NUMBER:
EX. E

EDEN CROSSING

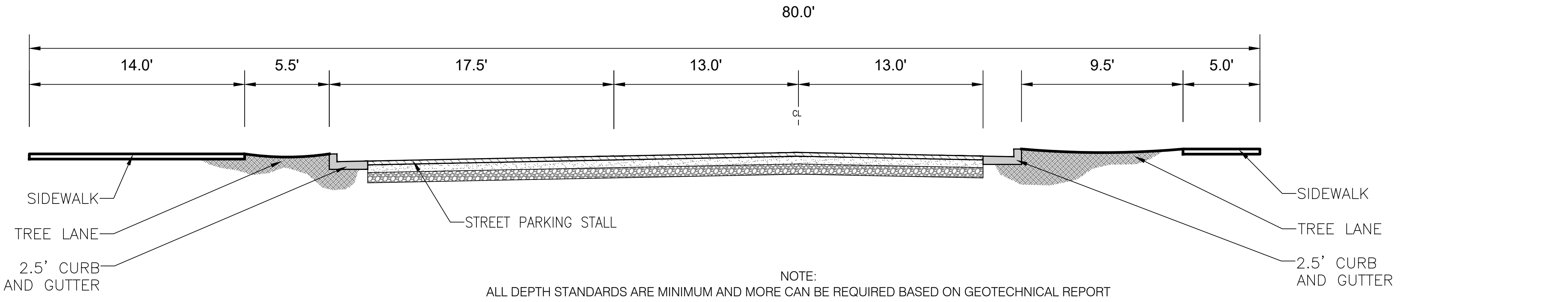
MASTER PLAN
WEBER COUNTY, UTAH

LANGFORD DESIGN GROUP
EST. 2006
LDG
SALT LAKE CITY
PLANNING & LANDSCAPE ARCHITECTURE

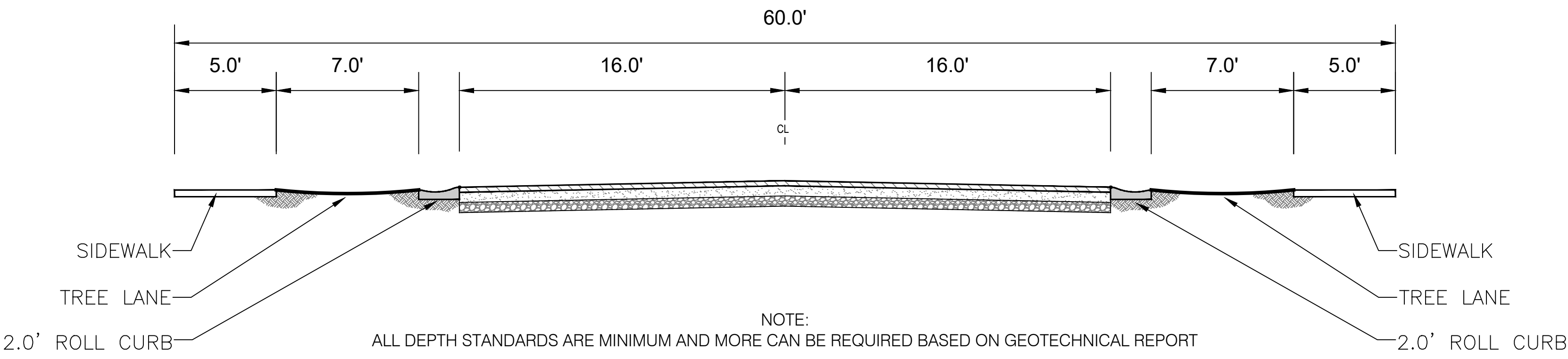
Planning Commission Staff Report - Eden Crossing Rezone, DA Amendment, and Regulating Plan Amendment
PC Staff Report Exhibit A: Staff Review, Comments, and Redlines for the Submitted Application Documents
Page 45 of 58



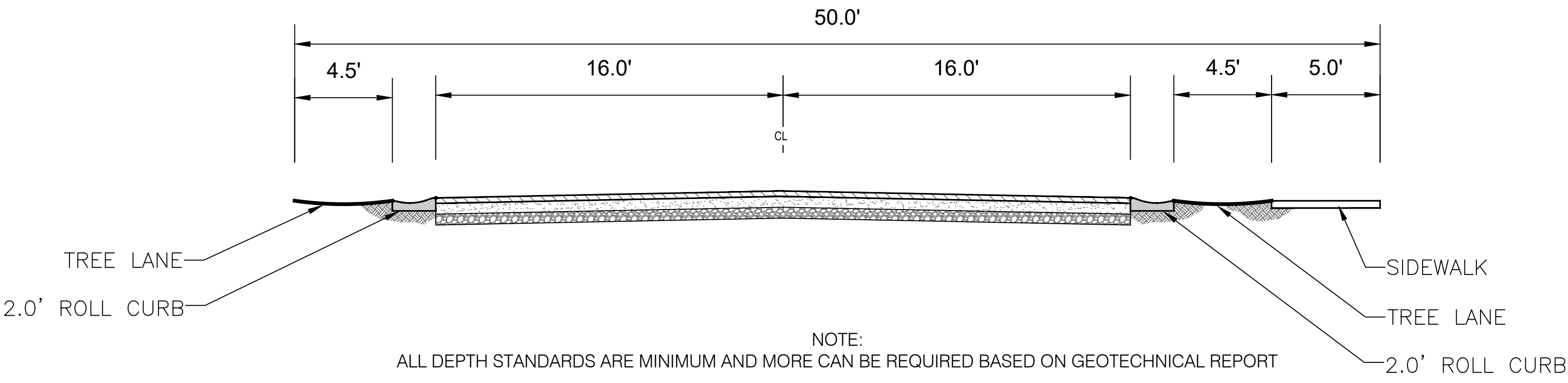
100' ROW - TYPICAL ROADWAY
NOT TO SCALE



80' ROW - TYPICAL ROADWAY
NOT TO SCALE



60' ROW - TYPICAL ROADWAY
NOT TO SCALE



50' ROW - TYPICAL ROADWAY
NOT TO SCALE

ROAD PROFILES
NOT TO SCALE

EXHIBIT C
TECHNICAL GUIDELINES

SHEET TITLE:	TECHNICAL GUIDELINES
SHEET NUMBER:	EX. C

EDEN CROSSING
MASTER PLAN
WEBER COUNTY, UTAH



Exhibit “E”
Design Standards

EXHIBIT E
EDEN CROSSING
DESIGN STANDARDS

APPLICABILITY							
104-22-2(e)(4)	Street Type		NA	Offset by half a story from the plan of the street sidewalk is not required	NA	NA	

Commented [CE1]: This line should probably be moved down to development standards table.

INTENDED USES TABLE

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. ~~Codes listed in the Special Provisions column reference County's Vested Laws.~~ The "Mix Use Commercial (MUC)" section applies to land uses within the area depicted on the Master Plan for Mix Use Commercial, the "Multifamily Residential (MFR)" section applies to the land uses within the area depicted on the Master Plan for Multifamily Residential, the "Small Lot Residential (SLR)" section applies to the land uses within the area depicted on the Master Plan for Small Lot Residential, and the "Medium Lot Residential (MLR)" section applies to the land uses within the area depicted on the Master Plan for Medium Lot Residential. ~~The letters "NA" indicates that the use is not applicable to the street type.~~

Commented [CE2]: I'm a little confused. Is this section supposed to be a supplement to applicable code references or a replacement of the code's land use table.

My comments below are treating it as if it is a supplement to the listed references and not an overall replacement.

Commented [CE3]: I made a mistake in the other DAs by not making it clear that even though come "c's" are changing to "p's" it does not negate the design review process of 108-1 and 108-2. Need to make that more clear in this agreement.

Commented [CE4]: Keeping consistent with existing FB code.

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions
LAND USE TABLE							
104-22-3.040	Amusement, Entertainment, and Recreational Uses	Amphitheater. An outdoor open-air amphitheater with raising rows of spectator seating used for entertainment and	P	P	N	N	Amphitheater

Commented [CE5]: Changed from "N"

Commented [CE6]: Changed from "N"

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions	Formatted: Font: Bold, Italic
		<u>performances.</u>						Commented [CE7]: Changed from "C"
104-22-3.070	Government and Institutional <u>Uses</u>	<u>Public Recreation or Community Center. A recreation or community center owned and operated by a public entity.</u>	P	P	P	P	Community Center	Commented [CE8]: Changed from "C"
								Commented [CE9]: Changed from "N"
								Commented [CE10]: Changed from "N"
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								Commented [CE14]: Changed from "N"
								Commented [CE15]: As written, this can create confusion about how to treat hotel suites, short term rentals, etc.
104-22-3.090	Residential		P	P	NA	NA	Transient lodging does not require ERUs.	See code definitions for 'development right, residential' and 'dwelling unit,' and the agreement definition for 'residential'...
104-22-3.090	Residential		NA	NA	NA	NA	Workforce housing not required.	Commented [CE16]: This should not be listed here, as ...
								Formatted: Left
104-22-3.100	Sales with Retail <u>Storefront</u>	<u>General retail sales, large items. The sales of large items,</u>	P	P	N	N	General retail sales, large items.	Commented [CE17]: Changed from "C"
								Commented [CE18]: Changed from "N"

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions
		as qualified in Section 104-22-4.					
104-22-3.1100	Sales Typically without Retail Storefront	Christmas tree sales. The temporary siting of an outdoor Christmas tree sales establishment.	P	P	N	N	Christmas tree sales.
104-22-3.140	Utility Uses	Public utility substations	P	P	P	P	Public utility substation
		wastewater treatment or disposal facilities	P	P	P	P	wastewater treatment or disposal facilities,
		water treatment or storage facility	P	P	P	P	water treatment of storage facility. See Title 108, Chapter 10.
SPECIAL REGULATIONS							
104-22-4.010(c)	Special Regulations, Generally	Perpetual building maintenance agreement			NA NA NA NA		
					Perpetual building maintenance agreement not required. Section not applicable.		
104-22-4.020(m)	Special Regulations for Specific Uses	Office uses			P P NA NA		
					Any office use may occupy first floor street level with no restrictions. Section not applicable.		
LOT DEVELOPMENT STANDARDS							
104-22-5(a)	Lot area		No Minimum	No Minimum	No Minimum	8,000 Square Feet	
104-22-5(b)	Lot Width and frontage		10 Feet	10 Feet	30 Feet	40 Feet	
104-22-	Front lot line and		No	No	5 Feet	15 Feet	

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Commented [CE20]:	Changed from "N"
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Commented [CE21]:	What you have here does not appe
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Commented [CE23]:	This should go in its own table or
Commented [CE24]:	Reduced from 3,000 sqft.
Commented [CE25]:	Reduced from 12 feet
Commented [CE26]:	Reduced from 12 feet
Commented [CE27]:	Reduced from 50 feet
Commented [CE28]:	Is this a minimum or maximum?
Commented [CE29]:	Being reduced from 20 feet.
Commented [CE30]:	Is this a minimum or maximum?

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions
5(c)	street setback		minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.			
104-22-5(d)	Side lot line setback		No Minimum	No Minimum	May be less than 5 Feet if the total separation between structures equals 10 Feet.	May be less than 5 Feet if the total separation between structures equals 10 Feet.	
104-22-5(e)	Rear lot line setback		None	None	5 Feet	10 Feet	
104-22-5(f)	Lot coverage		No Maximum	No Maximum	80% Maximum	70% Maximum	
BUILDING DESIGN STANDARDS BY STREET TYPE							
104-22-6.010(a)	Height		Minimum 25 Feet, Maximum 60 Feet	Minimum one story, Maximum 60 Feet	Minimum one story, Maximum 35 Feet	Minimum one story, Maximum 35 Feet	
104-22-6.010(b)	Building or use area		Maximum 20,000 Square Feet Footprint	Maximum 20,000 Square Feet Footprint	NA	NA	Building footprint or Use footprint.

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions
104-22-6.010(c)	First floor building standards		None, 0 Inches	Minimum 18 Inches	NA	NA	Vertical distance of first floor's surface from streets sidewalk.
104-22-6.010(c)	First floor building standards, height		Minimum 11 Feet	10 Feet, Minimum 11 Feet for commercial	NA	NA	
104-22-6.010(d)	Transparent fenestration requirement, first floor		Street facing 30%, alley facing 0%	Street facing 30% for commercial, 25% for residential, alley facing 0%	NA	NA	
104-22-6.010(d)	Transparent fenestration requirement, second floor		Street facing 0%, alley facing 0%	Street facing 0% for commercial, 0% for residential, alley facing 0%	NA	NA	
104-22-6.010(e)	Entrance requirements		Entrance shall be recessed no less than 3 Feet from the building's facade	Entrance shall be recessed no less than 3 Feet from the building's facade	NA	NA	
STREET TYPES AND STREET DESIGN							

Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)	Special Provisions
104-22-7.010	General street design and right of way cross sections		See Technical Standards on Exhibit D				
PARKING AND INTERNAL BLOCK ACCESS							
104-22-9(a)	Parking required		Sufficient parking will be provided within 3,000' of the building.		NA	NA	Includes on street, off street parking lot or garage.
104-22-9(b)	Employee and residential parking		On street parking shall be included toward minimum parking needed for employees or for any residential use.		NA	NA	
104-22-9(c)	Parking lot surface		Temporary parking can be constructed with compacted road base.				Areas used for parking that are located on a future development site.
104-22-9(f)	Parking lot trees		Trees are not required to be installed on temporary parking lots.				

- Workforce housing not required?

DEVELOPMENT STANDARDS TABLE**Mix Use Commercial (MUC)**

Standards		Special Provisions
Minimum Lot Area:	No Minimum	No minimum lot area required.
Minimum Lot Width:	10 Feet	
Front Yard Setback:	No Minimum	
Side Yard Separation:	No Minimum	
Side Yard Setback for Corner Lot's Side Facing Street:	No Minimum	
Rear Yard Setback:	No Minimum	
Building Height:	Minimum: One Story Maximum: 60 Feet	
Lot Coverage:	No Maximum	No common area required.
Commercial Area:	No Maximum	No commercial area required.
Parking:	See special provisions	Parking study or county vested laws.

Commented [CE31]: The development standards below appear different to some degree than those above. Not sure why or why they are listed twice?

Multifamily Residential (MFR)

Standards		Special Provisions
Minimum Lot Area:	No Minimum	No minimum lot area required.
Minimum Lot Width:	10 Feet	
Front Yard Setback:	No Minimum	
Side Yard Separation:	No Minimum	
Side Yard Setback for Corner Lot's Side Facing Street:	No Minimum	
Rear Yard Setback:	No Minimum	
Building Height:	Minimum: One Story Maximum: 60 Feet	
Lot Coverage:	No Maximum	No common area required.
Commercial Area:	NA	No commercial area required.
Parking:	See special provisions	Parking study or county vested laws.

Small Lot Residential (SLR)

Standards		Special Provisions
Minimum Lot Area:	No Minimum	No minimum lot area required.
Minimum Lot Width:	30 Feet	
Front Yard Setback:	5 Feet	Individual townhomes will be subdivided with zero lot lines, i.e. the lot lines will be the outside walls and the centerline party wall of the unit.
Side Yard Separation:	See special provisions	May be less than 5 Feet if the total separation between structures equals 10 Feet.
Side Yard Setback for Corner Lot's Side Facing Street:	5 Feet	
Rear Yard Setback:	5 Feet	
Building Height:	Minimum: One Story Maximum: 35 Feet	
Lot Coverage:	80 Percent Maximum	No common area required.
Parking:	See special provisions	Parking study or county vested laws.

Medium Lot Residential (MLR)

Standards		Special Provisions
Minimum Lot Area:	8,000 Square Feet	
Minimum Lot Width:	40 Feet	
Front Yard Setback:	15 Feet	
Side Yard Separation:	See special provisions	May be less than 5 Feet if the total separation between structures equals 10 Feet.
Side Yard Setback for Corner Lot's Side Facing Street:	5 Feet	
Rear Yard Setback:	10 Feet	
Building Height:	Minimum: One Story Maximum: 35 Feet	
Lot Coverage:	70 Percent Maximum	No common area required.
Parking:	See special provisions	Parking study or county vested laws.

DEVELOPMENT STANDARDS TABLE

Minimum Standards for Mass Grading

Mass grading is a permitted uses requiring a land use permit provided compliance with the following minimum standards and regulations. Otherwise, both shall require a conditional use permit. Violation of a land use permit issued under these provisions constitutes a violation of this agreement. “The work” as used in the following means mass grading or materials processing.

- Application Submittal Requirements:
 - Grading and drainage plans, illustrating existing topography and the proposed pre-development rough topography using no greater than two-foot topographic contours.
 - The plan shall show the dirt and mud knock off area and vehicle wash facility, as further described below.
 - Dust mitigation plan.
 - Revegetation plan and financial assurance necessary to execute the revegetation plan.
 - A means of ensuring that Highway 162’s pathway remains open and passable to the minimum standards of the Americans with Disabilities Act throughout the duration of the work.
- Approval Standards
 - No excavation or grading shall occur below the development’s intended rough grade.
 - The dust mitigation plan shall be implemented. The dust mitigation shall be in accordance with best practices and, at a minimum, provide for the following:
 - Water truck or other reasonably simple means of ground-surface moistening.
 - Routine watering schedule.
 - A commitment to control airborne dust from the site immediately after gaining knowledge of it.
 - Ground coverings of disturbed areas or other reasonable means of keeping dust from becoming airborne.
 - There shall be a dirt and mud knock off area where vehicles will be exiting the site along with a vehicle wash facility. All vehicles must be sprayed down before entering a public ROW.
 - Applicant or operator shall take all precautions necessary to minimize dirt and mud from being tracked onto the public right-of-way. If dirt or mud is tracked onto the public right-of-way, the applicant or operator shall clean off the roadway immediately after gaining knowledge it. If this requires specialty equipment or vehicles, such as a street sweeper, applicant or operator shall have such equipment or vehicles on standby within three miles of the site to help facilitate immediate cleanup.
 - Noxious weeds shall be removed from the site prior to any significant grading work, and the site shall remain free of noxious weeds throughout the work.
 - At the completion of the work, all areas of disturbed earth that is not a part of the Project’s improvements shall be hydroseeded with a native grassy seed mix covered with straw mats in accordance with best practices.

Minimum Standards for Public Utility Substations and Water Storage Reservoirs.

Public utility substations and water storage facilities are permitted uses requiring a land use permit and design review pursuant to County Vested Laws and provided compliance with the following minimum standards and regulations. Otherwise, both shall require a conditional use permit. Violation of a land use permit issued under these provisions constitutes a violation of this agreement.

- The use shall not reduce the overall level of service of any public street.
- Site design, site construction, and site construction staging shall be such that no impediments are created to vehicular and pedestrian traffic.
- Parking shall be provided onsite and shall be sufficiently sized to eliminate any need for offsite parking.
- All above ground utility infrastructure or components shall be located inside a fully enclosed building unless prohibited by the applicable utility.
- If not located within a fully enclosed building, above ground infrastructure shall be fully screened from view from adjacent properties and comply with the following:
 - Plants used for screening shall be evergreen plantings of a size, shape, and spacing to provide full
 - screening.
 - A wall shall be tall enough to provide full screening.
 - Any other means as long as, based on the discretion of the Planning Division Director, the means
 - provide equal or greater screening and aesthetic qualities than those otherwise applicable.
 - Ground cover shall be provided for all outside areas of the site not used for vehicle access or parking, and for
 - areas not visually screened as provided above.
 - Chainlink fencing, if used, shall be powder or vinyl coated and be either black or a muted earth-toned color
 - that is observable from the site.

Exhibit “F”
County’s Vested Laws

STAFF REPORT EXHIBIT
COMPARING EXISTING EDEN CROSSING DEVELOPMENT AGREEMENT TO PROPOSED NEW AGREEMENT

	A	C	D	E	F	G	I	J	K	L	M
	EXISTING AGREEMENT PROVISIONS					PROPOSED AGREEMENT PROVISIONS THAT ARE DIFFERENT FROM EXISTING AGREEMENT PROVISION					
			Community	Developer				Community	Developer		
	Subject	Reference Section	Obligation, Limitation, or Detriment	Benefit/Protection	Obligation, Limitation, or Detriment	Benefit/Protection	Reference Section	Obligation, Limitation, or Detriment	Benefit/Protection	Obligation, Limitation, or Detriment	Benefit/Protection
1	Agreement Term	Agreement 4.6	Honor agreement until 2038, then in 5 year increments unless notice of non-renewal is served to developer.	Agreement allowed to terminate at end of term without automatic renewal if notice is sent one year before end of term.	Honor agreement until 2038, then in 5 year increments unless notice of non-renewal is served to developer.	Agreement is vested in specific intervals and must received notice of non-renewal a year in advance.	Agreement 5	Extends initial term to 2039. Does not include allowance for notice of non-renewal.		Extends initial term to 2039.	Does not include allowance for jurisdiction to interrupt automatic renewal unless default is declared.
2	Annexation into Districts	Agreement 5.1		Better financing opportunities for community services.	No protest of service district annexation		Omitted				
3	Special Assessment	Agreement 6.3		Better financing opportunities for community services.	Must support creation of special assessment if proposed.		Omitted				
4	Fair Treatment, Taxing Entities, Reimbursement from Others.	Agreement 7.1, 7.2, 7.3	Obligates jurisdiction to ensure other developers that tie into infrastructure constructed by this developer is appropriately paid for by other developer.			Development profit not devalued in relation to other similar future developments as a result of overburdening cost of community infrastructure on this developer	Omitted				
5	Outsourcing	Agreement 8.5		Jurisdiction controls outsourcing option.	No control over outsourcing option and outsourcing cost to be paid by developer.		Agreement 3.8.6 and 3.8.14	Unless overseen by County, developer controls outsourcing option.	Developer pays outsourcing costs.	Developer pays outsourcing costs.	Unless overseen by County, developer controls outsourcing option.
6	HWY 158/162 Roundabout	Agreement 10.1	Except for developer's proportionate share, jurisdiction to reimburse developer's fronted costs (via impact fees or other means) for roundabout	Roundabout cost fronted by developer - Constructed sooner.			Omitted				
7	Parks and Recreation Donation	Omitted					Agreement 10.2	Receive \$1M for parks, trails, and/or open space in general area of project		Prior to building hotel, 101st dwelling unit, or 30,001st square foot of commercial, donate \$1M to community for parks, trails, and/or open space in general area of project.	
8	Public Plaza	Agreement 10.2		Create a plaza for use of the public and maintained by HOA.			Agreement Exhibit C (PTOS)			Public plaza illustrated on concept plan only.	Omits the details of existing agreement related to use, ownership, maintenance, improvements, etc.

STAFF REPORT EXHIBIT
COMPARING EXISTING EDEN CROSSING DEVELOPMENT AGREEMENT TO PROPOSED NEW AGREEMENT

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4	Sewer	Agreement 10.3		Acknowledges that jurisdiction does not provide sewer services	Satisfy minimum sewer requirements.		Omitted	Allow infrastructure adequacy to be addressed phase-by-phase.		Supply sewer infrastructure per phase by any lawful means.	Allowing overall sewer laws to govern without extra detail or project-wide infrastructure plan.	
5												
6												
7	Water	Agreement 10.4		Acknowledges that jurisdiction does not provide water services	If phased, developer required to plan and size water infrastructure to serve the entire project, not just the subject phase, and requires consolidation of service providers if possible.		Agreement 3.5.1	Allow infrastructure adequacy to be addressed phase-by-phase.		Supply drainage infrastructure per phase by any lawful means.	Allowing overall water laws to govern without extra detail or project-wide infrastructure plan.	
8												
9												
10	Stormwater	Agreement 10.5		Consolidation of overall stormwater operations and maintenance.	If phased, developer required to plan and size stormwater infrastructure, including ponds, to serve the entire project, not just the subject phase.		Agreement 3.5.1	Allow infrastructure adequacy to be addressed phase-by-phase.		Supply drainage infrastructure per phase by any lawful means.	Allowing overall drainage laws to govern without extra detail or project-wide infrastructure plan.	
11												
12	Short-Term Rentals	Agreement 11.1	Allows 25% of total units to be short-term rentals	Additional layer of short-term rental rules enforcement (HOA), single point of contact to resolve complaints.	Create HOA and CCRs to enforce short-term rental limits, Single professional management company to manage all short-term rentals.	Allows 25% of total units to be short-term rentals	Agreement 3.12	Allow all (unspecified amount) multifamily units to be short-term rentals.			Allow all (unspecified amount) multifamily units to be short-term rentals. More market flexibility.	
13												
14	Time Shares	Agreement 11.1			Timeshares are prohibited.		Omitted					
15												
16	Building Height	Agreement 11.3	If setback from HWY greater than 200 feet, buildings allowed to be taller than the 35 feet otherwise allowed by the zone, up to 50 feet.	If setback from HWY greater less than 100 feet, buildings can't be taller than 25 feet (10 feet lower than otherwise allowed by zone).	Building height maximums based on distance from HWY 166: 0-100'=25'; 100-200'=35'; 200'+=50'.	If setback from HWY greater than 200 feet, buildings allowed to be taller than the 35 feet otherwise allowed by the zone, up to 50 feet.	Agreement Exhibit E	Allow mixed-use commercial and multi-family residential buildings to be taller than the 35 feet otherwise allowed by the zone, up to 60 feet tall.			mixed-use commercial and multi-family residential buildings may be taller than the 35 feet otherwise allowed by the zone, up to 60 feet tall, (25 feet taller than allowed by zone). More market flexibility.	
17												
18	Hotel Location	Agreement 11.4		At least 300 feet away from HWY 166 = greater intensity use setback from highway greater distance than otherwise allowed.	At least 300 feet away from HWY 166 = greater intensity use setback from highway greater distance than otherwise allowed.		Omitted					
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4	Fire Mitigation	Agreement 11.7		Building heights limited to 35 feet until after local fire station acquires a ladder truck.	Must either delay taller buildings (or implied: help local fire station acquire a ladder truck).		Omitted					
19												
20	Landscape Maintenance	Agreement 11.8		Not required to provide landscape maintenance. HOA (professional management company) to maintain all landscaping within public rights of way.	HOA to maintain landscaping within common areas and within all public street rights of way.		Omitted					
21												
22	Construction Management	Agreement 11.9		Construction storage and staging out of sight. Daily dust control. Quiet time between 7 PM and 7 AM.	Through construction of project, designate screened staging and storage equipment area.		Omitted					
23												
24	Offset for First Story Multi-family	Code 104-22-6.010(c)		Offset from level of street provides increased sense of privacy for private realm and visual consistency for public realm	Offset first story no less than five feet above or below street grade.		Agreement Exhibit E	Waive requirement.			Not required. More market flexibility.	
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26	Amphitheater	Code 104-22-3.040		Use is allowed in other VOC and G&I areas (not areas in this project) that are better suited for large and crowded uses. Helps avoid uses that occupy large amounts of street frontage or require significant parking areas in deference to enabling multiple smaller-width stores (meaning it helps keep the street active with a variety of business	Not allowed in mixed-use commercial and multi-family residential areas.		Agreement Exhibit E	Permitted use in mixed-use commercial and multi-family residential areas. Community loses benefits/protections of Form-Based zone regulation.			Permitted use in mixed-use commercial and multi-family residential areas. More market flexibility.	
27												
28	Public recreation center	Code 104-22-3.070		Conditional use in mixed-use commercial and multi-family residential areas, and not permitted in small lot residential and medium lot residential areas.	Conditional use in mixed-use commercial and multi-family residential areas, and not permitted in small lot residential and medium lot residential areas.		Agreement Exhibit E	Permitted use throughout project. Community loses benefits/protections of Form-Based zone regulation.			Permitted use throughout project. More market flexibility.	
29												

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25	Agencies, banks, medical offices, and general offices	Code 104-22-3.080 and 104-22-020(m)		Passive street fronting use only allowed behind or above street-fronting retail in mixed-use commercial areas, and not allowed in multi-family residential areas in deference to uses that are more street-activating.	Not permitted on anywhere on first floor of multi-family residential areas, and only behind or above more active uses in the mixed-use commercial areas.		Agreement Exhibit E	Permitted use in mixed-use commercial and multi-family residential areas anywhere on first floor. Community loses benefits/protections of Form-Based zone regulation.				Permitted use in mixed-use commercial and multi-family residential areas anywhere on first floor. More market flexibility.
26	Retail sales of large items (large = item that will not fit in a typical passenger vehicle)	Code 104-22-3.100		Helps avoid or better manage stores that require large loading and unloading areas for customers, and helps avoid stores that occupy large amounts of street frontage in deference to enabling multiple smaller-width stores (more street-activating).	Retail sales of large items (large = item that will not fit in a typical passenger vehicle) conditional use in mixed-use commercial and not permitted in multi-family residential.		Agreement Exhibit E	Permitted on first floor of multi-family residential. Community loses benefits/protections of Form-Based zone regulation.				Permitted use in mixed-use commercial and multi-family residential areas. More market flexibility.
27	Temporary Christmas tree sales lot	Code 104-22-3.110		Limits use that might occupy large frontage space.	Conditional use in mixed-use commercial and not permitted in multi-family residential areas.		Agreement Exhibit E	Permitted use in mixed-use commercial and multi-family residential areas. Community loses benefits/protections of Form-Based zone regulation.				Permitted use in mixed-use commercial and multi-family residential areas. More market flexibility.
28	Perpetual building maintenance agreement	Code 104-22-4.010(c) and 104-22-5(d)		Protects neighboring property owners.	When building is within 10 feet of a property line, developer must have a maintenance agreement/easement from adjoining property owner.		Agreement Exhibit E	No requirement loses benefits/protections of Form-Based zone regulation.				Not required. Less regulation.

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	Lot area	Code 104-22-5(a)		Level of density in small lot residential areas limited and more predictable.	Lots in small lot residential areas no smaller than 3,000 sqft.		Agreement Exhibit E	No requirement loses benefits/protectons of Form-Based zone regulation.	Allowing smaller and denser lot clustering in small lot residential areas without increasing overall project density can lead to larger lots in the medium lot residential areas, providing greater buffer from higher densities for the existing neighbors east of the project.		Minimum lot size reduced from 3,000 feet to no minimum. Less regulation. More market flexibility.	
29	Lot width	Code 104-22-5(b)		In mixed-use commercial and multi-family residential, enables a type of "flag lot" that allows a building that provides pedestrian-accessible street frontage with a narrow corridor leading to a large lot/building area behind other street-front lots/buildings. (For example: a hotel with a lobby at the end of the corridor, and retail	Lot widths no narrower than 12 feet.		Agreement Exhibit E	Going from 12 feet to 10 feet may not be a significant change. The minimum is only intended to ensure adequate widths to provide for a wide variety of tenant opportunities, uses, and crowds that a narrows hallway would otherwise provide.			Reduce from 12 feet to 10 feet. Less regulation.	
30				Greater distance between single-family residences in medium lot residential areas.	Minimum lot width of 50 feet in medium lot residential areas		Agreement Exhibit E	Buildings on medium lot residential lots may be closer than otherwise.			Reducing medium lot residential lot width from 50 to 40 feet. Less limitation. More market flexibility.	
31	Front setback	Code 104-22-5(c)		Buildings in single-fam residential neighborhoods further away from street and further away from buildings on opposite side of street. Bigger front yards.	Minimum front setback of 20 feet in medium lot residential areas		Agreement Exhibit E	Residential buildings closer to street may feel more crowded. Smaller front yards can affect traditional sense of single-fam neighborhood aesthetics.			Reduce minimum front setback from 20 feet to 15 feet in medium lot residential areas. Less limitation. More market flexibility.	
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	Side setback	Code 104-22-5(d)		Separation of buildings. Community aesthetics.	Min side setback for small lot residential is 5 feet, making minimum building separation of 10 feet; and 10 feet for medium lot residential, making minimum building separation of 20 feet.		Agreement Exhibit E	In medium lot residential, min building separation reduced from 20 to 10 feet. Allowing a building on one lot to have zero setback will force the building on the next lot to be setback the full 10 feet. If two neighboring lots are sold to a buyer, the one that builds first gets the benefit of the flexibility. If a lot in the small lot residential area is the minimum 30				Side yard setback for both small lot residential and medium lot residential can be reduced to less than five feet (with no defined minimum) as long as buildings are separated by at least 10 feet. Less limitation. More market flexibility.		
33														
	Rear setback	Code 104-22-5(e)		Separation of buildings. Community aesthetics. Bigger back yards.	Minimum rear yard setback is 20 feet in medium lot residential areas		Agreement Exhibit E	Back of residential buildings closer to each other. Smaller back yards can affect traditional sense of single-fam neighborhood aesthetics.				Minimum rear yard setback reduced from 20 feet to 10 feet. Less limitation. More market flexibility.		
34														
	Lot coverage	Code 104-22-5(f)		Limits amount of area consumed by buildings in a neighborhood. Less hard-surface coverage reduces neighborhood drainage demands.	Lot coverage in medium lot residential areas limited to no more than 50 percent.		Agreement Exhibit E	Allow increased lot coverage in medium lot residential areas.	If allowing reduced lot area it might make sense to allow increase coverage - else smaller residences will result.			Allows lot coverage in medium lot residential areas to increase from 50 percent to 80 percent. Less limitation. More market flexibility.		
35														
	Building or use area	Code 104-22-6.010(b)		Restricts the allowance of big-box stores/grocery stores/etc. in mixed-use commercial and multi-family residential. helps avoid stores that occupy large amounts of street frontage in deference to enabling multiple smaller-width stores (more street-activating).	No greater than 10,000 square feet in mixed-use commercial and multi-family residential.		Agreement Exhibit E	Increase limit from 10,000 square feet to 20,000 square feet. Community loses benefits/protections of Form-Based zone regulation.	May allow for a wider variety of commercial opportunities and services for the community. Instead of limiting square footage, perhaps limit allowable street frontage?			Limit increased from 10,000 square feet to 20,000 square feet in mixed-use commercial and multi-family residential. Less limitation. More market flexibility.		
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37	Distance of first floor's surface from street	Code 104-22-6.010(c)		Ensures commercial storefronts are visible and accessible from the street. Stimulates street activity.	No greater than 30 inches in mixed-use commercial areas or for commercial uses in multi-family residential areas, and no less than 5 feet for Multi Fam uses in multi-family residential areas.			Agreement Exhibit E	Allow multi-family residential first floors to be reduced from minimum 5 foot offset to 18 inches.	All first floors must be at street-level, no exception.	For mixed-use commercial areas, minimum reduced from 30 inches to zero inches - meaning first floor has to be at the same level of the street's sidewalk.	For multi-family residential, reduces minimum distance from 5 feet to 18 inches. Less limitation. More market flexibility.	
38	First floor height	Code 104-22-6.010(c)		Ensures commercial storefronts have high enough ceilings to allow for a wider variety of potential future uses/opportunities. Helps reduce market limitations for future businesses/owners.	Minimum 15 feet for mixed-use commercial areas and any commercial use in multi-family residential areas.			Agreement Exhibit E	Limits potential future opportunities for tenants that might need/want additional ceiling height. Not only reduces vertical use area, also reduces area for tenant remodels, utility upgrades, future unforeseeable technological changes, etc.)			Reduces minimum from 15 feet high to 11 feet high for mixed-use commercial areas or commercial uses in multi-family residential areas. Provides construction cost savings and may allow more stories within a building increasing marketability and return on investment.	
39	First floor window and door openings	Code 104-22-6.010(d)		Ensures street-facing commercial storefronts have enough façade fenestration to allow for a wider variety of potential future uses/opportunities in deference to creating more street activity and opportunities. Reduces flat wall massing that does not stimulate street-user interaction.	70 percent of the story's façade for street facing façade in mixed-use commercial areas and commercial uses in multi-family residential areas; 40 percent for a façade facing a side street or an alley.			Agreement Exhibit E	Community loses aesthetic and street activation benefits/protectations of the Form-Based zone regulation.			Reduces requirement for street facing façade from 70 percent to 30 percent. Less regulation. More market flexibility.	
40	2nd+ floor window and door openings	Code 104-22-6.010(d)		Requiring window eliminates large blank walls and reduces uninteresting building design.	Minimum of story's façade in mixed-use commercial and multi-family residential areas is 40 percent.			Agreement Exhibit E	Community loses aesthetic and street activation benefits/protectations of the Form-Based zone regulation.			Eliminates any required façade fenestration for 2nd story and above. Less regulation. More market flexibility.	

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41	Street entrances	Code 104-22-7.010		Entrances to buildings from sidewalks recessed enough to help limit interruptions to sidewalk traffic by giving enough off-sidewalk space for the door swing and the customer opening the door.	In mixed-use commercial and multi-family residential areas, minimum recess of door from façade of building (when not already setback from sidewalk) is 5 feet.		Agreement Exhibit E	recess only accommodates a 3-foot door swing. Wider doors will swing into sidewalk traffic. No space for patrons to step off-sidewalk to prepare to enter store.			Entrance recess requirement reduced from 5 feet to 3 feet. Less regulation. More market flexibility.	
42	Street cross sections	Code 104-22-7.010	Wider streets = greater long-term operations and maintenance costs.	Accommodates large tree-line pedestrian boulevards with plenty of space of street-activating outdoor attractions and a street-separated bike lane.	Minimum width of 120 feet for mixed-use commercial and multi-family residential streets.		Agreement Exhibit D	Reducing from 120 to 100 for mixed-use commercial areas eliminates grade-separated bike lane (puts bikes on either the sidewalk or in the street and shortens angled parking depth by 18 inches.	A narrower right of way being shared with bikes will induce traffic calming. Less hard-surface width to operate and maintain.		Reduce minimum width from 120 feet to 100 feet for mixed-use commercial streets, and 80 and 60 feet for multi-family residential streets. Cost savings. Bringing buildings on both sides of the street closer helps one side attract those on the other side.	
43	General Parking	Code 104-22-9(a)	May stimulate the need for more parking lots/structures that may otherwise be consolidated - creating more sprawl that does not capitalize on economies of scale related to proximity.	Parking for any particular building is not so far away that it uses spaces intended for other buildings/uses and/or motivates parking to overflow into adjoining residential neighborhoods.	Sufficient parking (amount dictated by standard parking code) within 1,000 feet of the building. Street parking area cannot be counted except those spaces on the building's street front.		Agreement Exhibit E	If it does not result in larger consolidated shared parking lots or structures that are easier to track, it will be harder to track which spaces are counted toward the min required for which building. Might result in counting existing spaces toward multiple buildings. May motivate parking to overflow into closer residential areas.	Enables optimal use of land area per market demand by allowing more uses within closer proximity instead of spreading it out to accommodate redundant parking.		Parking distance allowed to increase from 1,000 feet to 3,000 feet. Enables optimal use of land area per market demand by allowing more uses within closer proximity instead of spreading it out to accommodate redundant parking.	

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43	Employee Parking	Code 104-22-9(b)		Ensures that longer-term parking areas are created for each building/use. Frees up building frontage spaces for closer parking for shorter-term revolving visitors and patrons.	On street parking cannot count toward minimum required for employees and residents.		Agreement Exhibit E	Unless governed otherwise by each shop owner equally, employee and resident parking likely to occupy the building's street parking, requiring patrons and visitors to park a greater distance away, which could motivate parking overflowing into closer neighboring residential areas. If allowing distance to parking to be even greater than			Allows on street parking to count toward minimum required for employees and residents.	
44												
45	Parking lot surfaces	Code 104-22-9(c)		Enhances cleanliness and dust mitigation.	All parking lots to be hard-surfaced.		Agreement Exhibit E	Creates airborne dust and results in dirt tracking onto the public streets. Messy. Hard-surface is easier to drain and better captures potential contaminants from entering groundwater.	Road-base offers better stormwater percolation. Allowance may stimulate closer parking areas in the interim.		Permanent parking areas to be hard-surfaced, but areas intended for future development can be used in the interim for road-based parking lots.	
46												
47	Parking lot trees	Code 104-22-9(f)		Shade, aesthetics, and mitigation of the urban heat island effect resulting from sunbaked hard surfaces radiating heat.	One parking lot tree is required per every four parking spaces.		Agreement Exhibit E	No trees in temporary parking areas affects shade and aesthetics.			No tree requirement in temporary parking lots (if temp lots are allowed)	
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When Recorded Return to:
Weber County
2830 Washington Blvd
Ogden, UT 84401

E# 3309479 PG 1 OF 27

LEANN H KILTS, WEBER CTY. RECORDER
27-DEC-23 943 AM FEE \$0.00 DC
REC FOR: WEBER COUNTY PLANNING



W3309479

DEVELOPMENT AGREEMENT FOR EDEN CROSSING (FORM-BASED ZONE)

THIS DEVELOPMENT AGREEMENT FOR EDEN CROSSING (“**Agreement**”) is made and entered as of the last date referenced in the Parties’ signatures (“**Effective Date**”) by and between Weber County, a political subdivision of the State of Utah (“**County**”), and Eden Crossing, LLC (“**Master Developer**”). The County and Master Developer are sometimes collectively referred to in this Agreement as the “**Parties**.”

RECITALS

A. Master Developer is the owner of approximately 20 acres of real property (“**Property**”) located at approximately 5204 East, HWY 166, within the unincorporated boundaries of the County. The Property is more fully described in Exhibit A and mapped in Exhibit B.

B. Master Developer proposes to develop upon the Property a mixed use, master planned development project known as Eden Crossing (“**Project**”).

C. On December 5, 2023, the Weber County Commission rezoned the Property to the Form-Based (FB) Zone, which establishes, among other things, a receiving zone for density transfers. The rezoning was expressly subject to the Parties entering into a Development Agreement addressing several items. Upon execution by all Parties, this Agreement fulfils that condition.

D. Master Developer desires to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the 2016 Ogden Valley General Plan and the development regulations contained within the Weber County Land Use Code, in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this Agreement, as more fully set forth below.

E. Master Developer and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them vis-a-vis certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.

F. The parties desire to enter into this Agreement to specify the rights and responsibilities of the Master Developer to develop the Project and the rights and responsibilities

of the County to allow and regulate such development pursuant to the requirements of the Agreement.

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

1. **Definitions.** As used in this Agreement, the Capitalized words shall have the meanings assigned in Appendix A hereto unless otherwise assigned herein.
2. **Effect of this Agreement.** This Agreement shall take effect as soon as all of the following have occurred: (1) the County has adopted an ordinance approving the rezone to which this Agreement is dependent, (2) the Parties have signed this Agreement, and (3) this Agreement has been recorded against the Property at the Weber County Recorder's Office. If these three actions have not occurred within two years following the Effective Date, this Agreement shall be voidable by either Party.
3. **Development of the Project and Application of Development Requirements.** Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Exhibits. In the event of a conflict between the County's Laws and this Agreement, the more specific provisions of the Agreement and its Exhibits shall control. In the event of a conflict between the Exhibits of this Agreement and the main body of this Agreement, the main body shall control.
4. **Zoning and Vested Rights.**
 - 4.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the Form-Based (FB) Zone and the Intended Uses, Development Standards and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity.
 - 4.2. **Exceptions to Vested Rights.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
 - 4.2.1. Future laws that Master Developer agrees in writing to the application thereof to the Project;
 - 4.2.2. 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. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 4.2.4. 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. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
 - 4.2.6. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 4.3. **Transfer of Development Rights.** The Parties agree that the base residential density of the Property is 6 Residential Development Rights. Residential Development Rights shall be governed as follows:
- 4.3.1. Master Developer currently owns 180 Residential Development Rights obtained from the Legacy Mountain Estates and the Osprey Ranch subdivision projects that Master Developer may assign to and construct upon the Property as part of the Project in compliance with this Agreement and applicable laws.
 - 4.3.1.1. In order to realize each of these Residential Development Rights, Master Developer shall cause documents to be recorded against all property within the bounds of those subdivisions that provides notice that no additional lots may be platted within each subdivision. County agrees to use the base density calculation of the entire legal description of the subdivisions as long as Developer has them successfully encumbered in a manner acceptable to the County. The recordation shall be in a form acceptable to the County and written in a manner that gives the County the authority to enforce the restriction.
 - 4.3.2. County agrees to allow Master Developer to transfer 350 Residential Development Rights to the Project. Additional transfer of Residential Development Rights to the Project is subject to County approval.
 - 4.3.3. Master Developer has the right to acquire additional Residential Development Rights and assign and construct them to and on the Property, provided their

acquisition and construction is in compliance with this Agreement and applicable laws.

4.3.4. Prior to submitting an application for development, Master Developer shall ensure the appropriate number of Residential Development Rights are assigned to the lot or parcel to be developed. All transfers shall be memorialized by covenant as specified in County Laws. Regardless of the number of Residential Development Rights transferred, at no time shall a Residential Development Right be developed on a lot or parcel unless in compliance with this Agreement and those County Laws that govern Transferable Development Rights.

4.3.5. Nothing in this Section shall prohibit Master Developer from developing non-residential uses, as otherwise allowed in the applicable zones.

4.4. **Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced herein under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code §17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4.5. **Intended Uses.** The Intended Uses permitted in the Project include all uses allowed in the Form-Based (FB) Zone.

4.6. Term of Agreement.

4.6.1. Except as more specifically provided in this Agreement, and unless terminated earlier by written amendment between the parties, the term of this Agreement shall be until December 31, 2038, otherwise known herein as the “**Initial Term**”, or until the use is abandoned as governed by County Laws, whichever occurs first. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined.

4.6.1.1. Following the Initial Term, the term of this Agreement shall be automatically extended in five year increments, otherwise known herein as an Extension Term, as long as County has not first notified Master Developer, in writing, of its intent to not renew this Agreement, and as long as no uncured default exists. The County shall notify Master Developer of its intent to not

renew this Agreement at least one year in advance of the Initial Term's expiration date or any Extension Term's expiration date. If the County has not provided written notification of its intent to not renew the Agreement at least one year in advance of an expiration date, then the Agreement shall automatically be deemed renewed at the end of the foregoing term.

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

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

5. Annexation or Incorporation.

5.1. **Annexation.** If a city or district attempts to annex the Property, Master Developer, on behalf of itself and any successive property owner within the Project, hereby waives the right to protest the annexation, and agrees that any filed protest is void, and agrees to support the annexation unless County agrees, in writing, with and to the protest. If more than one municipality or district is available into which the Project can be annexed, Master Developer has the right to choose which municipality or district the Project will join.

5.2. **Incorporation.** If citizens elect to incorporate the Property into a municipality, Master Developer may elect, to the full extent allowed by law, to be excluded from the incorporation.

6. Public Finance.

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

6.2. **Public Infrastructure District.** The Parties agree and acknowledge that the Master Developer shall be entitled to seek the creation of one or more Public Infrastructure

Districts permitted pursuant to Utah statutes, particularly Title 17D, Chapter 4, the Public Infrastructure District Act (the “PID Act”), and County policy, in order to implement and facilitate the financing and construction of public infrastructure for the Property.

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

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

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

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

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

7. Participation and Reimbursement.

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

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

7.3. **Reimbursement for Oversizing.** To the extent that Master Developer is required by County to construct improvements of any kind within or outside of the Project that are

properly classified as “system improvements” pursuant to the Utah Impact Fees Act, including but not limited to oversizing of facilities, Developer and County shall enter into such reimbursement agreements as are necessary for Developer to be reimbursed for the costs associated with constructing such improvements, in accordance with the reimbursement provisions in Section 10.1.4.3 below.

8. Approval Processes.

- 8.1. **Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases. Allowance for phasing is subject to each Phase providing for the extension or improvements of the public road system; extension of internal circulation, including cross-access easements; extension of infrastructure and utilities through the Project as approved by the County in compliance with the terms of this Agreement; and other applicable provisions of the County Laws.
- 8.2. **Processing Under County Laws.** Approval processes for Development Applications shall be as provided in the County Laws except as otherwise provided in this Agreement. Development Applications shall be approved by the County if they comply with the County Laws and conform to this Agreement.
- 8.3. **County’s Cooperation.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.
- 8.4. **Acceptance of Certifications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. The Development Application shall thus generally only be reviewed by the County to confirm compliance with this Agreement and the County Laws. It is not the intent of this Section to preclude the normal process of review by the County, such as the Planning Department, County Engineer, County Attorney, County Surveyor, etc., "redlining" and commenting on proposed designs or specifications in the Development Application. Generally, the County should endeavor to make all of its redlines and comments at the time of the first review of the Development Application unless any new information or changes to the Development Application become known that raise new issues that need to be addressed.
- 8.5. **Expert Review.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.
- 8.6. **Denial of a Development Application.**

8.6.1. If the County staff intends to deny or recommend Denial of a Development Application, the County staff shall provide a written explanation advising the Applicant of the reasons for recommending Denial, including specifying the reasons the County staff believes that the Development Application is not consistent with this Agreement, the zone, the 2016 Ogden Valley General Plan, and/or the County Laws.

8.6.2. The County and Applicant shall meet within thirty business days of any recommendation for Denial by the County staff to resolve the issues specified in the recommendation for Denial of a Development Application.

8.6.3. If the County's Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, any such Denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the Code.

9. Improvements.

9.1. **Approval of Project Infrastructure.** Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.

9.2. **Review by County.** The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance with applicable County Laws and this Agreement.

9.3. **Resolution of Disputes.** If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws and this Agreement, then any such dispute shall be subject to the meet and confer provisions herein.

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

10.1. Roundabout.

10.1.1. The Parties anticipate that the Utah Department of Transportation ("**UDOT**") will contribute a certain amount, equal to the cost of installing a traffic signal, to the County for construction of a roundabout at the intersection of Highway 158 and Highway 166 ("**Roundabout**"). Master Developer agrees to contribute to the County the balance of the cost of installing the Roundabout, up to a maximum contribution of \$2,000,000. Master Developer shall have no obligation to acquire land for the Roundabout, if necessary, but its financial contribution may be used for the acquisition.

- 10.1.2. Master Developer's contribution to the cost of installing the Roundabout shall be required at the time that the County gives Master Developer written notice that the County and UDOT are ready to install the Roundabout, or just prior to any construction activity on the Property, whichever is later.
- 10.1.3. In lieu of a financial contribution toward the installation of the Roundabout, County agrees, if permitted by UDOT, to allow Master Developer at its sole option to install the Roundabout to the minimum specifications, and in accordance with the scheduling needs of UDOT and the County prior to or simultaneous with approved development activity on the Property.
- 10.1.4. The Parties shall calculate, in accordance with the Utah exaction law, UTAH CODE § 17-27a-507, Master Developer's proportional share obligation to contribute to the Roundabout ("**Calculation**"). The Parties shall make such Calculation in the future upon the receipt of the information required, including the final density of the Project, the cost of the Roundabout, etc.
- 10.1.4.1. Should the Calculation show that Master Developer is obligated to pay an amount greater than previously paid as its proportional share, Master Developer shall immediately pay the additional amounts.
- 10.1.4.2. Should the Calculation show that Master Developer has paid an amount in excess of its proportional share obligation, county shall cooperate in good faith with Master Developer to obtain reimbursement of such amounts.
- 10.1.4.3. Should Master Developer be entitled to reimbursement, the Parties agree that such reimbursement shall occur as follows. The County's obligation for reimbursement shall not begin until after County has secured all funding necessary to install the Roundabout.
- 10.1.4.3.1. Future developments that will be served by the Roundabout or have an impact on traffic affecting the Roundabout, where those projects will require a change in zoning to a form-based zone or other zone change, may be required by the County, prior to receiving such zone change, to pay to or deposit with the County such amounts as to cover that Developer's proportionate share of the costs for the Roundabout. In such event, County shall pay such funds to Developer in partial reimbursement.
- 10.1.4.3.2. Future developments that will be served by the Roundabout or have an impact on traffic affecting the Roundabout, where those projects will not require a change in zoning to a form-based zone or other zone change, or where reimbursement at zone change is not required by the County, shall be required to pay impact fees in accordance with the Impact Fees Act for their proportional share of the Roundabout. Once collected, County shall pay to Master Developer, at least annually, no less

than 50 percent of the impact fees described in this paragraph, in partial reimbursement for the Roundabout.

10.1.4.3.3. County agrees to annually reimburse Master Developer 100 percent of the impact fees derived from within this Project.

10.1.4.3.4. Master Developer may seek other forms of reimbursement for its costs in constructing the Roundabout, including but not limited to impact fee credits, fee payments, PID funding, special assessments, other forms of Public Financing, or pioneer agreements. Master Developer shall be responsible for tracking and ensuring that reimbursement occurs as stated herein. County agrees to cooperate with Master Developer's lawful efforts to seek reimbursement.

10.1.4.3.5. The foregoing notwithstanding, Master Developer is not entitled to reimbursement beyond its own actual contribution that exceeds its proportionate share as specified herein.

10.1.4.3.6. The County's obligation to reimburse Master Developer shall expire 15 years from the date of the County's first reimbursement payment to Developer. In the event it is clear that Master Developer cannot be reimbursed for its contribution to the Roundabout in excess of its proportionate share, County agrees to waive Master Developer's impact fees for this Project and other projects conducted within the same jurisdiction by Master Developer or Master Developer's parent company, Eden Valley Opportunity, or their successors, up to the amount that would otherwise be reimbursed as provided herein. This waiver of impact fee provision shall remain in effect notwithstanding the 15 year reimbursement obligation above.

10.2. Public Plaza.

10.2.1. Master Developer shall reserve two acres of the Property for a public plaza, open space, and green space ("**Open Space**"). Open Space improvements shall be constructed by Master Developer at no expense to the County.

10.2.2. No less than one acre of the Open Space shall be constructed into a plaza immediately adjacent to Highway 166, located between the MUC street type and the MFR alley ("**Public Plaza**"). Improvements on the Public Plaza shall be generally as shown on Master Developer's Plaza Site Plan, attached hereto as **Exhibit C**.

10.2.2.1. The Public Plaza shall be owned, operated, and managed by the Project's Master Owner's Association or management company.

10.2.2.2. The Public Plaza shall be open for use by the general public.

10.2.2.3. The Public Plaza may contain such improvements and buildings that serve the needs of the plaza. Examples of such improvements include, but are not limited to, coffee shop, small eateries, vendor spaces, gather spaces, splash pad, fountain or other water feature, sitting and picnic areas.

10.2.3. The remaining Open Space shall be integrated throughout the Project, in accordance with such site plans as are submitted from time to time.

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

10.3.1. Master Developer recognizes that the County does not provide and has no control over the sanitary sewer services for the area, and the Project is dependent on Master Developer providing sewer service to the Project. If needed, County agrees to allow the creation of a new sewer district to service the Project.

10.3.2. If the Project becomes part of a district's sewer system, Master Developer agrees to install all sewer infrastructure, to the minimum standards, or better, of the district. If it creates its own system, Master Developer agrees to install all sewer infrastructure, to the minimum State and local jurisdiction standards. If Master Developer elects to join a sewer district and the sewer district assumes responsibility for the sewer system developed on the Property, the Master Developer shall cover the cost to connect the onsite system to the district's system, if the district requires it. In the event this results in a reduction of Master Developer's ability to reuse reclaimed water on the Property, where allowed by the State, the County shall reduce this requirement. The reduction shall be minimized to the reasonable threshold necessary so that no reduction in reuse, or unreasonable increase in expense for the reuse, on the Property occurs.

10.4. **Culinary and Secondary Water.** Master Developer shall construct or cause to be constructed culinary water and secondary water infrastructure to and across the Property.

10.4.1. Master Developer recognizes that the County does not provide culinary or secondary water to the area, and the Project is dependent on Master Developer providing both culinary and secondary water service to the Property.

10.4.2. The water main serving the property shall be of sufficient size and capacity to adequately serve the Property at full build-out.

10.4.3. Master Developer agrees that if the Project's sanitary sewer service provider also serves culinary or secondary water or both, and can and will serve either to the Project, Master Developer shall connect to it.

10.5. **Storm Water.** Master Developer shall install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and its

associated private and public streets. The system shall be sized to support the anticipated storm water and drainage detention needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided in the future. If the Project is built in phases, failure to adequately size drainage infrastructure for the Project at full build-out shall result in Master Developer rebuilding the inadequate facilities to provide for the difference prior to any further development.

- 10.6. **Utilities and Other Project Infrastructure.** Master Developer shall construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application. Master Developer has an obligation to gain relevant utility provider approval for the Project. County has no obligation to assist Master Developer in gaining utility provider approval, but shall not unreasonably oppose or prohibit utility line extension to the Project when the utility is reasonably necessary to support the Project.

11. Other Requirements, Improvements, Standards, and Regulations.

11.1. Short-Term Rentals of Property.

11.1.1. Master Developer shall designate certain residential units within the Project as available for short-term rentals by the owner of said unit. The total number of Residential Units designated as short-term rental units shall in no event exceed 25% of the total units that would otherwise be allowed to be a short-term rental.

11.1.2. Master Developer shall adopt Covenants, Conditions, and Restrictions, to be governed and enforced by an Master Owner's Association, that limit the number of short-term rentals, adopt a short-term rental policy, allow enforcement of violations of the short-term rental policy by the Master Owner's Association and County, designate which specific properties or dwelling units are for short-term rental use, and allow for limited transferability of short-term rental designations from property to property. Master Developer or a subsequent Master Owner's Association shall keep County notified at all times regarding which properties are designated as eligible for short-term rentals. All owners within the Project shall be clearly notified that short-term rental properties are part of the Project, and the Project's rules and policies regarding short-term rental use.

11.1.3. To ensure a single point of contact for enforcement for the County, Master Developer and subsequent Master Owner's Association shall designate and maintain a single management company to manage all short-term rentals in the Project ("**Management Company**").

- 11.2. **Time Shares.** Time share use of any unit in the Project shall be prohibited throughout the Project.

11.3. Building Heights.

- 11.3.1. Maximum allowed building heights shall be graded in relation to the distance of the building from Highway 166. Maximum building heights shall be limited to one story and 25 feet for buildings 0-100 feet from Highway 166, two stories and 35 feet for buildings 100-200 feet from Highway 166, and three stories and 50 feet for buildings beyond 200 feet from Highway 166. These distances shall be measured from edge of the public right-of-way
- 11.3.2. Outdoor rooftop uses with temporary removable equipment shall not be considered an additional story.
- 11.3.3. The provisions of Weber County code 108-7-5(b) regarding permissible equipment and uses on rooftops shall apply when determining whether an additional story exists upon a building.
- 11.3.4. If neighboring developments occur where buildings will be allowed with typical heights and not graded heights as specified herein, then this section 11.3 shall not longer be applicable to the Project and shall terminate, and such provisions comparable to those on the neighboring development projects shall apply.
- 11.4. **Hotel.** Any Hotel within the Project shall be located at least 300 feet from the Highway 166 right-of-way.
- 11.5. **Office Space.** Master Developer shall be entitled to use the required ground-floor commercial area in the Project, as provided in the FB zone, for office uses until such time that the market will support retail operations therein.
- 11.6. **Frontage for Certain Buildings.** The Parties agree that buildings constructed within the area illustrated on **Exhibit D** shall be determined as receiving frontage from the mixed-use commercial street despite being on the other side of the Plaza. The County agrees that the mid-block alley adjacent to this area, as illustrated on the Form-Based Zone's street regulating plan and designated as multi-family residential, is not required to be installed. In its place, Master Developer agrees to install a similarly sized, designed, and configured private accessway. This private accessway shall be owned and operated by the Management Company or Master Owner's Association, but shall remain open for general use by the public. It may be closed to vehicle use from time to time to allow for community oriented special events such as farmer's markets, parades, races, and similar. Master Developer agrees that no residential uses will be established in this area.
- 11.7. **Fire Mitigation.** Unless otherwise approved by the Weber Fire District, no building greater than 35 feet in height shall be constructed until the district acquires a fire apparatus (ladder truck) of the correct size and capability to service taller structures.
- 11.8. **Landscaping Maintenance.** The maintenance and replacement of landscaping shall be as follows:

- 11.8.1. Private property owners shall be responsible for the long-term maintenance and replacement of landscaping located on their private property.
- 11.8.2. The Master Owner's Association shall be responsible for the long-term maintenance and replacement of landscaping located within common areas or limited common areas.
- 11.8.3. The Master Owner's Association shall be responsible for the long-term maintenance and replacement of landscaping located along or within the public rights-of-way located within the Project.
- 11.9. **Construction Management Standards.** The following standards shall apply to all Project development.
- 11.9.1. Each Phase or sub-project of the Project shall designate a screened construction staging area where delivery of materials and storage of equipment can be accommodated with limited impact to adjacent residents. Individual construction staging areas shall be determined on a case-by-case basis and coordinated with the County's Engineering Division during pre-construction meetings.
- 11.9.2. Dusty conditions caused by the construction of the Project shall be mitigated on a daily basis by water spraying as often as needed to mitigate the conditions for neighboring residents.
- 11.9.3. Loud construction noise shall be kept to within the hours of 7:00 AM and 7:00 PM, Monday through Saturday.
- 11.9.4. Construction activity shall only occur between 7:00 AM and 8:00 PM except for large concrete pouring days that necessitate earlier morning start times.
- 11.9.5. Project-related construction traffic shall use designated construction delivery routes to limit the impact to adjacent residents and to limit damage to existing streets.
- 11.10. **Snow Removal.** The Parties agree that the Master Owner's Association or management company has the right to plow the public streets within the Project, as well as public streets that lead to the Project. Master Developer understands that additional snow removal efforts may not be provided by the County beyond the service levels that the existing area's streets are currently given. The Master Owner's Association shall be responsible for snow removal of public parking, both on-street and off, and for snow removal of all hard-surface pedestrian corridors within the Project. The Parties understand that the County may also provide this service from time-to-time at the County's option.
12. **Provision of Services.** Until or unless the Project is incorporated or annexed into a municipality or district, the County agrees to provide all County services to the Project that it provides to other residents and properties within similar areas of the unincorporated Ogden

Valley including, but not limited to, police and other emergency services. Such services shall be provided to the Project at substantially the same levels of services, on the same terms, and at the same rates as provided to other residents and properties in similar areas of the unincorporated Ogden Valley.

13. Default.

13.1. **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.

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

13.2.1. Specify the claimed event of Default;

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

13.2.3. Identify why the Default is claimed to be material; and

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

13.3. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” then the parties may have the following remedies:

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

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

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

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

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

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

To the Master Developer:

To the County:

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

With a copy to:

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

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

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

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

15.2. **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.

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

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

16.1. **Modification Request.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Request.

16.2. **Modification Request Contents.** Modification Requests shall:

16.2.1. Identify the property or properties affected by the Modification Request.

16.2.2. Describe the effect of the Modification Request on the affected portions of the Project.

16.2.3. Identify any Non-County agencies potentially having jurisdiction over the Modification Request.

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

16.2.5. Modification Requests shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Request.

17. Miscellaneous Provisions.

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

17.2. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

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

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

17.4.1. Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-

referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property until this agreement is terminated, expired, or in any other way nonapplicable.

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

17.4.3. 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 17.4. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

17.4.4. Unless the County objects in writing within thirty business days the County shall be deemed to have approved of and consented to the assignment.

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

17.4.6. The County may only withhold its consent for the reasons listed herein.

17.4.6.1. If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Master Developer proposed to be assigned;

17.4.6.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

17.4.6.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete master planned development.

17.4.7. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

17.5. Binding Effect.

17.5.1. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, and Intended Uses as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this Agreement without any required approval, review, or consent by the County except as otherwise provided herein.

17.5.2. The Parties intend that if the Property becomes part of a municipality through annexation or incorporation, the municipality will be treated as a successor to the County and will be subject to all of the rights and obligations given to the County by this Agreement, to the extent allowed or required by law. After an annexation or incorporation, the County will have no further reimbursement obligations under this Agreement that are related to or derive from any funding mechanism for which the municipality becomes the jurisdiction having authority after the annexation or incorporation.

17.6. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

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

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

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

- 17.10. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer.
- 17.11. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 17.12. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 17.13. **Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
- 17.14. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.
- 17.15. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this Agreement lawfully binding the County.

[SIGNATURE PAGES FOLLOW]

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

SIGNATURES

Weber County,
a political subdivision of the State of Utah ("County

Gage Z
By: Gage Froeyer
Board of County Commissioners

Date: 12/19/2023

Attest:

Ricky Hatch
Ricky Hatch, CPA, Clerk/ Auditor



Eden Crossing, LLC
a Utah Limited Liability Company

John Lewis
By: John Lewis
Its: Managing Member

Date: 12/21/23

STATE OF UTAH

COUNTY OF WEBER

On the 21st day of December 2023, personally appeared before me John Lewis, who being duly sworn, did say that he is the Managing Member of Eden Crossing 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.

June Nelson
NOTARY PUBLIC



Appendix A – Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Default means a material breach of this Agreement.

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

Development Application means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, a Conditional Use Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

Development Standards means a set of standards adopted in County Laws or approved by the County as a part of this Agreement that control certain aspects of the design and construction of the development of Property. Development Standards include, but are not limited to, setbacks, building sizes, height limitations, architecture standards, building materials, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.

Hotel means a building consisting of 16 or more sleeping units designed for temporary lodging for compensation, in which no provision is made for cooking in any individual room or suite, and may or may not provide meals.

Impact Fees means those fees, assessments, or payments of money imposed by a political subdivision of the State as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

Intended Uses means those permitted and conditional uses identified in the Form-Based Zone, or as otherwise allowed by this Agreement.

Modification Request means a request to amend this Agreement.

Non-County Agency means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

Notice means any notice to or from any party to this Agreement that is either required or permitted to be given to another party.

Outsource[e][ing] means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

Parcel means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

Pathway means a 10-foot wide paved multi-use pathway designed to county engineer's specifications.

Phase means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

Planning Commission means the Ogden Valley Planning Commission.

Project means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities, Intended Uses, and all of the other aspects approved as part of this Agreement including its exhibits.

Project Infrastructure means those items of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application, that are necessary for development of the Property, such as local roads or utilities.

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

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

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

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

Subdivision Application means the application to create a Subdivision.

Exhibit A: Legal Description of the Property

Parcel #: 220210150

PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER BEING LOCATED SOUTH 89°50'05" EAST 870.06 FEET ALONG THE SOUTHLINE OF SAID SOUTHEAST QUARTER FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, RUNNING THENCE NORTH 01°05'01" EAST 369.18 FEET TO THE SOUTH LINE OF THE UNITED STATES OF AMERICA CANAL, THENCE ALONG THE SOUTH LINE OF SAID CANAL NORTH 85°37'40" EAST 452.19 FEET, THENCE SOUTH 01°05'01" WEST 404.96 FEET TO THE SOUTHLINE OF SAID SOUTHEAST QUARTER THENCE ALONG THE SOUTHLINE OF SAID SOUTHEAST QUARTER NORTH 89°50'05" WEST 450.20 FEET TO THE POINT OF BEGINNING.

Parcel #: 224060002

ALL OF THE REMAINDER PARCEL, BROWNS SUBDIVISION 1ST AMENDMENT, WEBER COUNTY, UTAH.

An aerial photograph of a residential area with a large, irregularly shaped parcel highlighted in red. The red parcel is located in the center-right of the image, bounded by Highway 100 N to the south and a road labeled '5100 E' to the east. To the west of the red parcel is a large green field. To the north is another large green field. The surrounding area contains numerous smaller residential lots, many of which are numbered in red. Roads visible include Highway 100 N, Highway 100 E, and several local streets like '5100 E', '5100 E', and '5100 E'. The map also shows some commercial buildings and parking lots on the left side.

Exhibit C: Conceptual Plaza Design

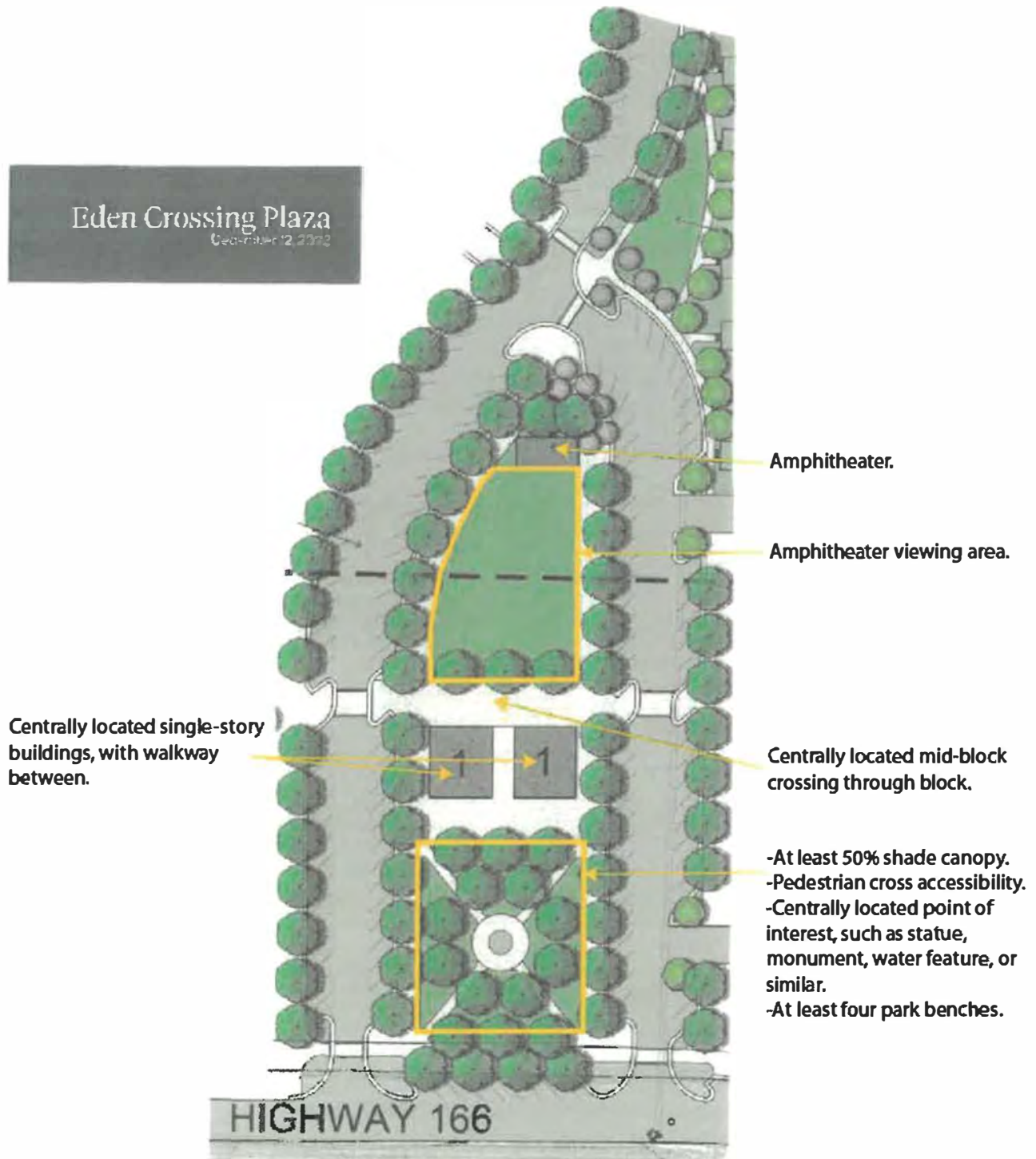
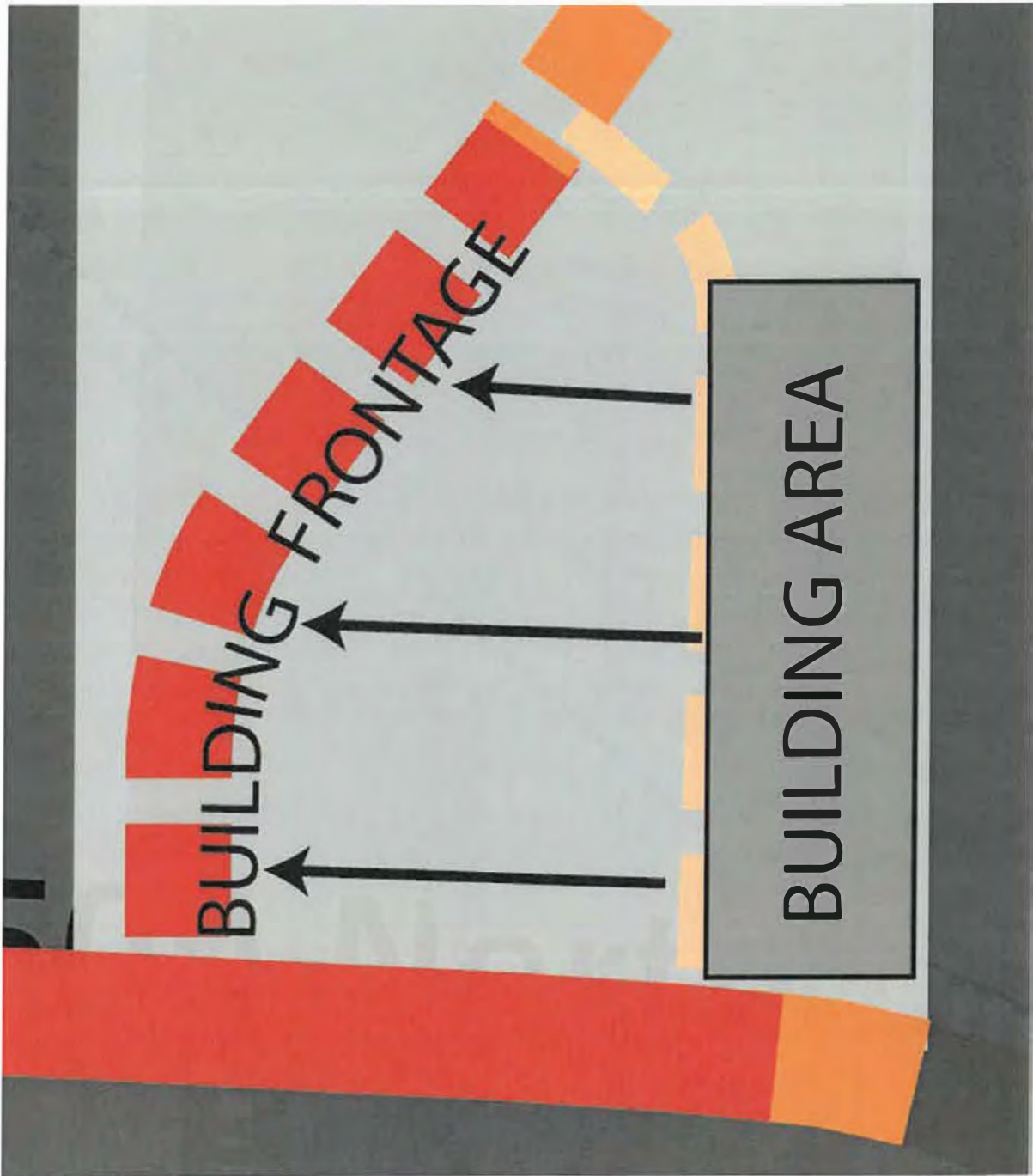


Exhibit D: Street-Frontage for Certain Development Area.





Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: ZMA2023-09: A public hearing to discuss and take action on an application to amend the Weber County Zoning Map, rezoning approximately 20 acres of land at approximately 5204 East, HWY 166, from the AV-3 Zone to the FB Zone.

Agenda Date: Tuesday, November 14, 2022

Applicant: Eden Crossing L.L.C.,
Representative: Brent Bateman, Dentons Durham Jones Pinegar P.C.

File Number: ZMA 2021-03

Property Information

Approximate Address: 5204 East, HWY 166, Unincorporated Eden Area

Current Zone(s): Agricultural Valley (AV-3) Zone

Proposed Zone(s): Form-Based (FB) Zone

Adjacent Land Use

North:	Agriculture (Proposed Cobabe Subdivision)	South:	Residential and Agriculture
East:	Residential and Vacant	West:	Residential and Agriculture

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 104 (Zones) Chapter 22 (Form Based Zone)

Legislative Decisions

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

Summary and Background

This is an application for a rezone. The Planning Commission has held several work sessions and meetings to discuss the property in relation to amendments to the FB Zone's street regulating plan, but this is the first time the Planning Commission will be reviewing this requested rezone. A complete staff analysis of the proposal can be found herein.

Request for final decision – 45 days.

Under State law,¹ if a reasonable amount of time has lapsed since the submittal of an application the applicant may request a final decision be made within 45 days of the request for the decision. The County has received a request for final decision from this applicant. This request was received on October 28, 2023. This rezone application was initially received by the County on April 5, 2023 and the application fee was receipted April 20, 2023. At that time the applicant had another application also submitted, and requested that staff postpone review of this application until there was more clarity on the direction of the other application, as the two are related. In early October staff

¹ UCA 17-27a-509.5

were informed of the applicant's desire for staff to conduct its review of this application and submit it to the Planning Commission for review. On October 6, 2023, the staff informed the applicant that this application is incomplete and not ready for substantive review. On the same day the applicant submitted a complete application. Given this history, the County had 22 calendar days to review the application prior to receiving the request for final decision.

If a valid request, the final decision on this rezone from the County Commission must be given by December 12, 2023. Given the Planning Commission's calendared meetings, in order to meet this 45-day period the Planning Commission will only have one meeting in which it can consider this item, so the decision on November 14th cannot result in the item being tabled.

Policy 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.

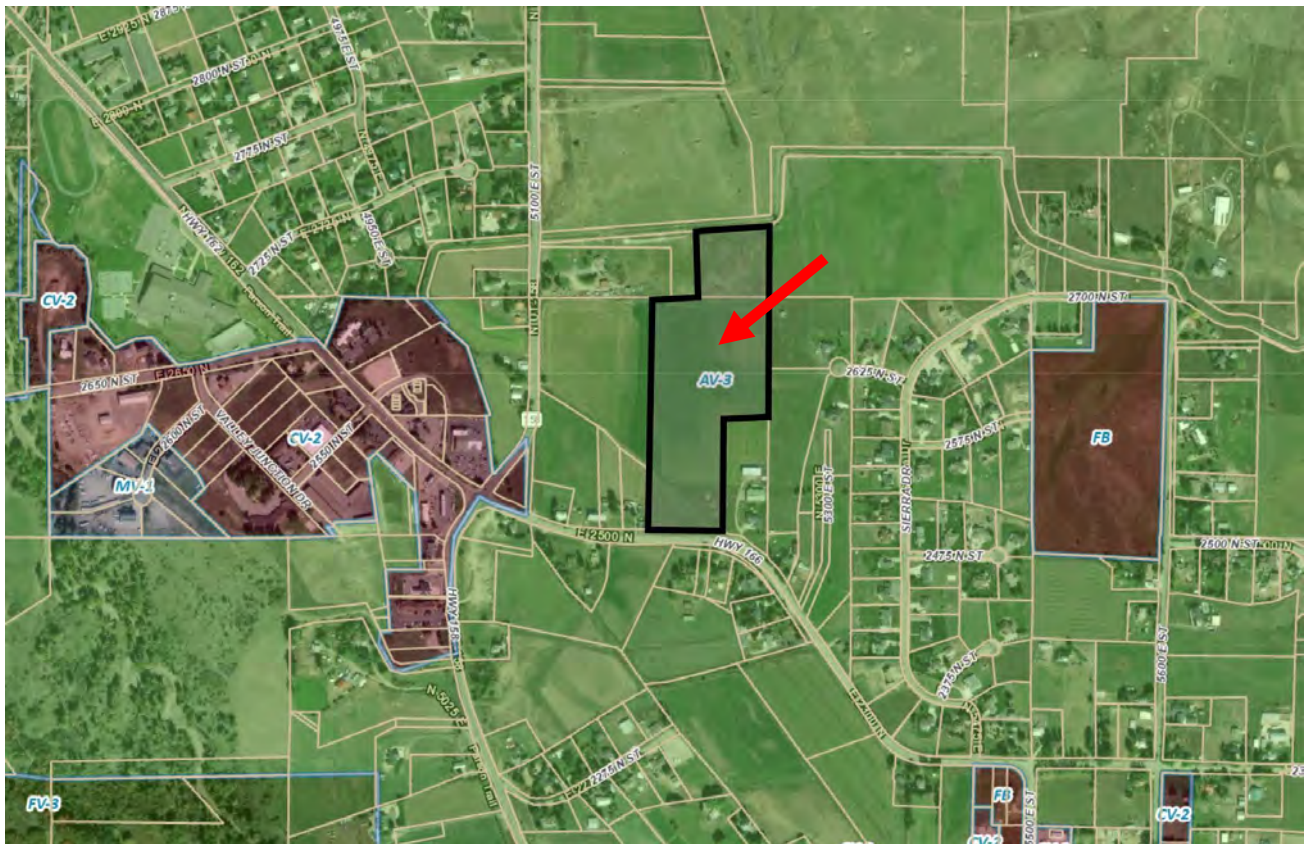
Zoning Analysis

The current zone of the subject property is AV-3. **Figure 1²** displays current zoning of the area of the subject property.

The purpose and intent of the AV-3 zone is:

*"Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and direct orderly low-density residential development in a continuing rural environment."*³

Figure 1: Current Zoning Map and the Subject Parcel(s).



² See also [Exhibit B](#).

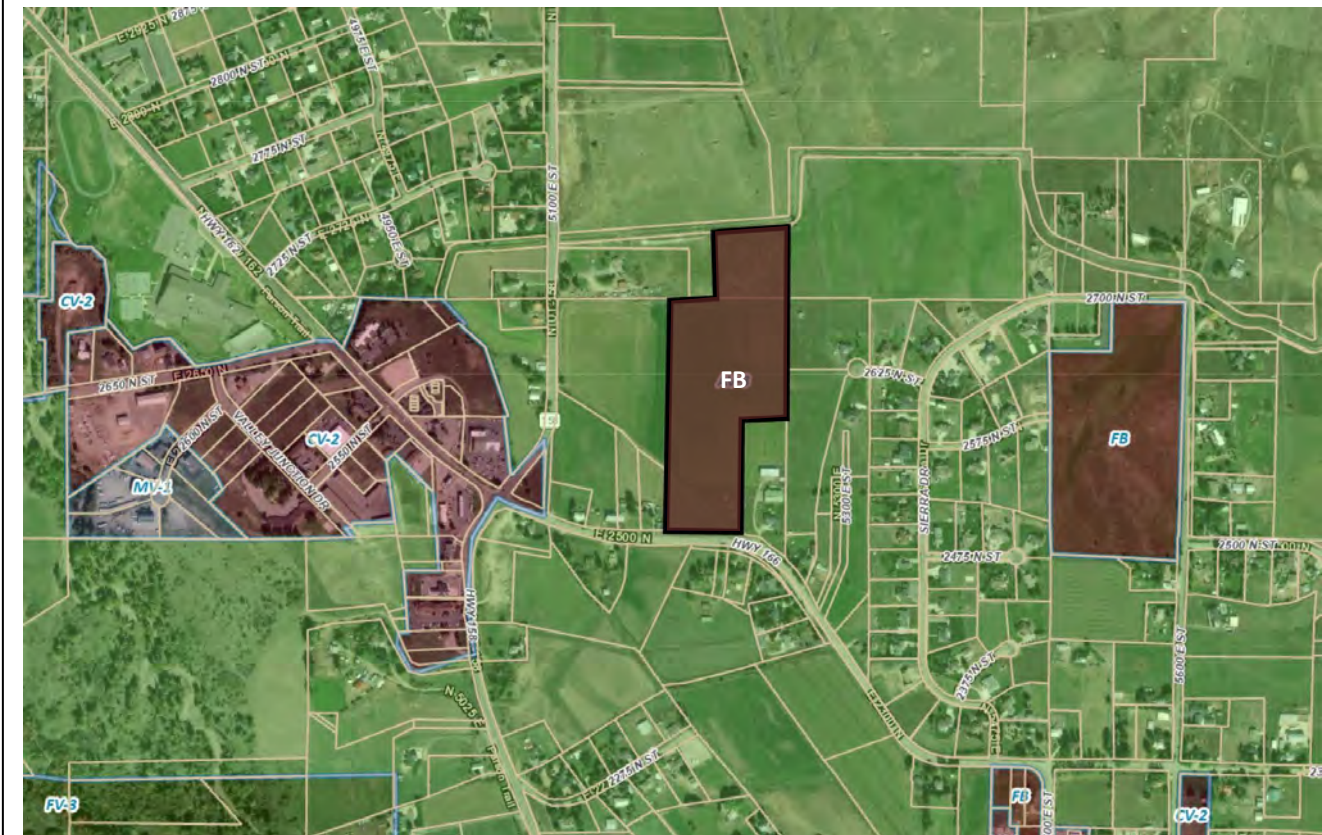
³ Weber County Code Section 104-2-1.

The proposed zone for the subject property is the Form-Based (FB) Zone. The purpose of the FB Zone is:

“to provide a form-based regulatory tool that focuses on the public street design and the buildings that frame the public street. This deemphasizes separation of land uses as is typically found elsewhere in this Land Use Code. Form-based regulations help enable a mixture of allowed uses, multimodal active transportation, and enhanced building design. Additionally [,] the Form-Based Zone regulations are intended to carry out the objectives of the 2016 Ogden Valley General Plan through the implementation of form-based small area zoning and transferable development rights. Each area affected by the Form-Based Zone shall be governed by a Street Regulating Plan. The purpose of the Street Regulating Plan is to address specific design and functionality of streets and building facades along these streets. The intent is to stimulate the creation of buildings and streets that frame the public rights-of-way with architectural and design elements that are unified under a common design theme whilst enabling unique building facades.”⁴

The proposed rezone can be viewed in **Figure 2⁵**.

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



The FB Zone is unlike other zones in the Land Use Code. It contains a variety of what could be viewed as “subzones” within it. These so-called “subzones” are identified by the specific street types and delineated in a street regulating plan. If the FB Zone is approved for the subject property, all of those uses and development types prescribed by the specific street type should be anticipated in a future development thereon.

⁴ Weber County Code Section 104-22-1.

⁵ See also Exhibit C.

Figure 3 shows current street regulating plan as it relates to the subject property. Additionally, the applicant has

Figure 3: Current Eden Area Street Regulating Plan



requested that the county amend the current street regulating plan as depicted in Figure 4. Amendment of the street regulating plan is currently within the purview of the County Commission. It is not clear at this time if the street regulating plan amendment will be approved, but if it is it appears at this time as if it will be amended as provided in Figure 5.⁶ For this reason, staff provide an analysis of this proposed rezone based on both the existing and the proposed street regulating plans.

As it relates to the subject property, the current street regulating plan shows the following street types:

Vehicle-oriented commercial street.

A vehicle-oriented commercial street or Alley has street-front buildings that are intended to serve the traveling public, such as a large grocery store, drive-through or drive-up window service of varying kinds, and gas station. Street-front buildings that are not vehicle oriented are also allowed as described for a Mixed-Use Commercial Street. Multi-family residential uses are allowed only if located above first-floor street-level commercial space.

Rural residential street.

A rural residential street has street-front single-family buildings that may be set back enough to create a sizeable front yard on a lot that is at least an acre large.

Estate lot residential street.

An estate lot residential street has street-front single-family buildings that may be set back enough to create a sizeable front yard on a lot that contains multiple acres..

⁶ See also Exhibit F.

General open space street.

A general open space street has very limited buildings adjacent to the street, and only those that are incidental and accessory to the open space.

Figure 4: Eden Area Street Regulating Plan being considered by County Commission.



As it relates to the subject property, the street regulating plan amendment currently under consideration by the County Commission shows the following street types:

Mixed-use commercial street.

A mixed-use commercial street has street-front buildings that are oriented toward pedestrian traffic. At the street-level, these buildings shall be exclusively used or reserved for commercial operations. Commercial and Multi-family residential uses are allowed above or behind first-floor street-level commercial space.

Multi-family residential street.

A multi-family residential street has street-front buildings that are used for multi-family dwellings, and are set back from the street enough to provide a stoop or door yard between the facade and the street's sidewalk. Where possible, given terrain, first-floor building space intended for residential uses shall be offset by half a story from the plane of the street's sidewalk. First-floor street-level commercial area is permitted, but not required. Commercial uses are not permitted above the first-floor street-level unless the first-floor street level is also occupied by a commercial space.

Small-lot residential street.

A small-lot residential street has street-front buildings that may be set back more than multi-family residential street facades, but are less likely to have a noticeable front yard area.

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

- 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.*
- 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.*

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

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

As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired ultimate outcome for the community, deviation from it should be done with caution.

The community character vision of the general plan, the vision to which all other visions and goals are oriented, reads as follows:

*"The rural character of Ogden Valley is defined by its open fields, agricultural lands, stands of trees, peace and quiet, dark skies, clean air and water, abundant wildlife, and small villages; by Pineview Reservoir; by historic Ogden Canyon and by the long views of the surrounding foothills and mountain background. The Ogden Valley community desires physical development to complement, not overwhelm or compete with, the rural character of the Valley. In the Ogden Valley planning area, Weber County will promote and encourage unique and functional design in new developments, public spaces, and streetscapes to create a visible character distinct to Ogden Valley that enhances the Valley's character."*⁷

The vision is the filter through which all interpretation and understanding of the plan should be run. This will help reduce the appearance of inconsistencies within the plan by showing that more than one thing can be true at the same time.

There are a number of specific principles and implementation strategies within the entire plan that, when taken individually, appear to conflict with each other. However, when combined through the lens of this vision it can be understood that even most of the diverging interests can pull together to provide for this vision.

To be direct, the plan calls for the valley to be rural, but then guides the creation of commercial villages. Some have questioned how the valley can remain "rural" if there are small urbanized villages within it.

The inclusion of villages in the plan despite them not being definable as rural was deliberate, as further explained in this report.

The Problem.

In whole, the plan was designed to specifically avoid the outcome to which the current "rural" AV-3 zone is leading. If the current AV-3 zone, which requires a minimum lot size of three acres, and a minimum lot width of 150 feet, is allowed to develop at its highest and best use to full buildout, it will result in a future in which single-family residences line the remaining unbuilt land along existing and future new streets, each being about 150 feet apart. This large-lot suburban development pattern is not the "rural" that the general plan envisions preserving.

⁷ Ogden Valley General Plan (p. 4)

This pattern of development will replace the existing “open fields, agricultural lands,” natural spaces, and wildlife habitat with large back yards, many of which will be fenced if not manicured and few of which will be large enough to support agricultural uses. Throughout the valley, large-lot suburban development is likely to also disrupt and possibly obscure the “long views of the surrounding foothills and mountain background” that current residents enjoy. In this eventual AV-3 future, the Ogden Valley is very likely to become merely another large-lot suburb of Ogden, with most, if not all of its current character and charm stripped.

Preventing this eventuality under the AV-3 zone is the primary cornerstone of the plan. The plan was written to specifically drive a shift in the valley’s future away from the AV-3 zone’s outcome and toward an outcome that still has a future that includes these greater characteristics for all to enjoy.

A more complete presentation of the effect of the 3-acre zone can be found here: <https://www.webercountyutah.gov/planning/documents/2023-public-open-house-general-plan-review-and-current-trends.pdf>

Under the valley’s existing predominantly 3-acre zoning, more than 12,500 dwelling units can be expected on the floor of the Ogden Valley. Figure 5 depicts the Ogden Valley floor area. This number does not include another approximately 4700 dwelling units for the development plans of both Snowbasin and Powder Mountain. The Ogden Valley currently has approximately 4,000 existing dwelling units. Figure 6 depicts the locations of existing buildings. Figure 7 depicts the location of approved dwelling units that are not yet constructed. Figure 8 presents a general location of the remaining approximately 6,000 dwelling unit rights that are allowed by existing zoning but not yet platted or approved.

In other words, an additional approximately 8500 dwelling units are allowed to be constructed following the rules of existing zoning. When a proposed development follows the existing development rules adopted by Weber County, the decision is an administrative decision and as such the county has no choice but to approve the development permits. This means these 8500 or so dwelling units are, in effect, entitled to come to fruition at some point in the future. The county may, however, influence where they go to help avoid the outcome of suburban sprawl. That is precisely what the plan is designed to do. The plan states that:

“The presence of support services, in turn, makes these areas more attractive and more suitable for additional residential development. This pattern will likely continue without specific directives otherwise; thus, the goals, principles, and implementation of this General Plan are designed to provide voluntary measures for shifting motivation away from developing sensitive lands and prime agricultural or open-space lands... While broad mandatory downzoning is not supported [by the Ogden Valley public], voluntary methods to reduce overall development units, particularly in sensitive areas and prime open-space or agricultural areas, could mitigate overall development impacts.”⁸

Figure 5: Ogden Valley Floor Area.



⁸ Ogden Valley General Plan (p. 12)

Figure 6: Existing Buildings.

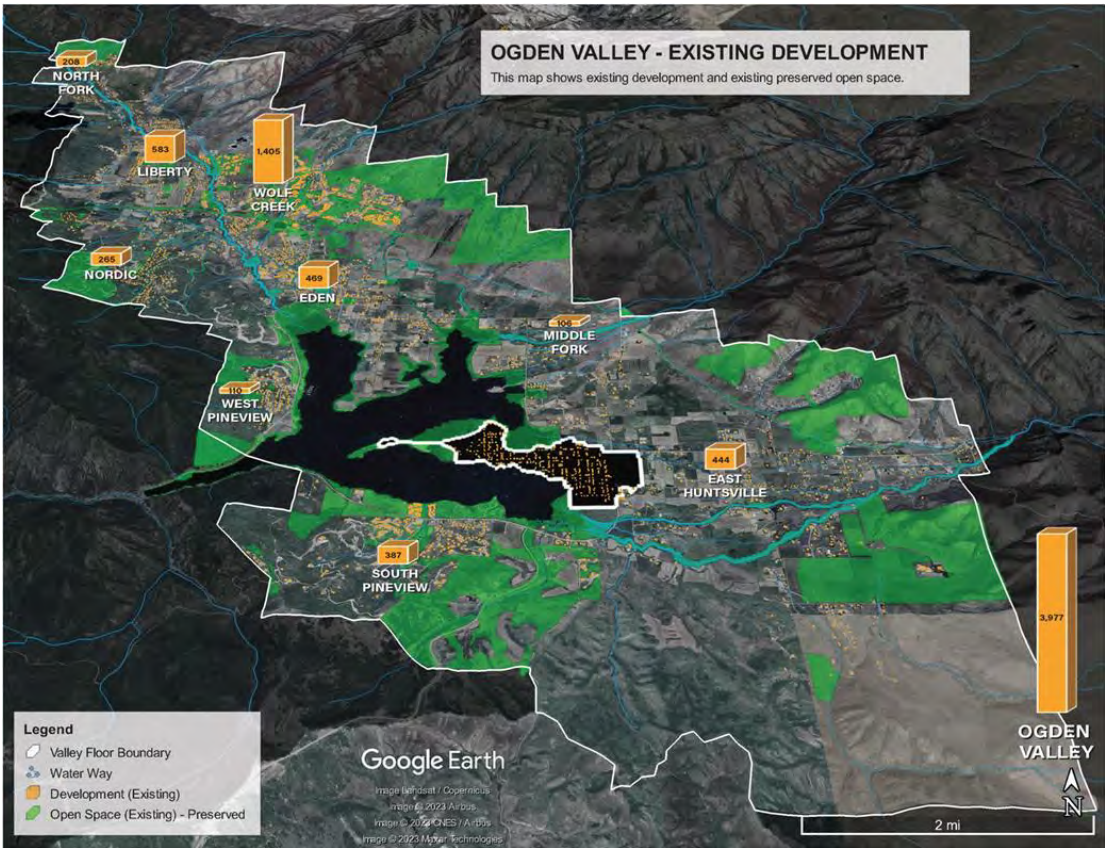


Figure 7: Approved Dwelling Units Not Yet Constructed.

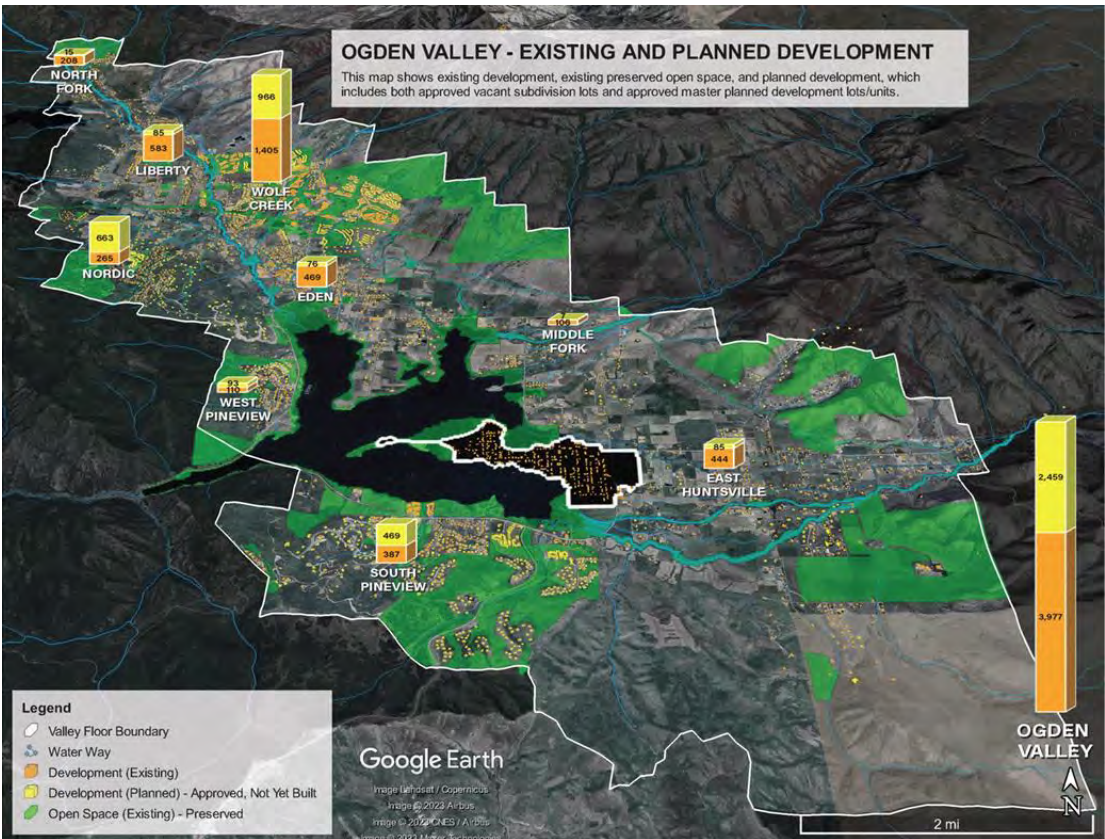
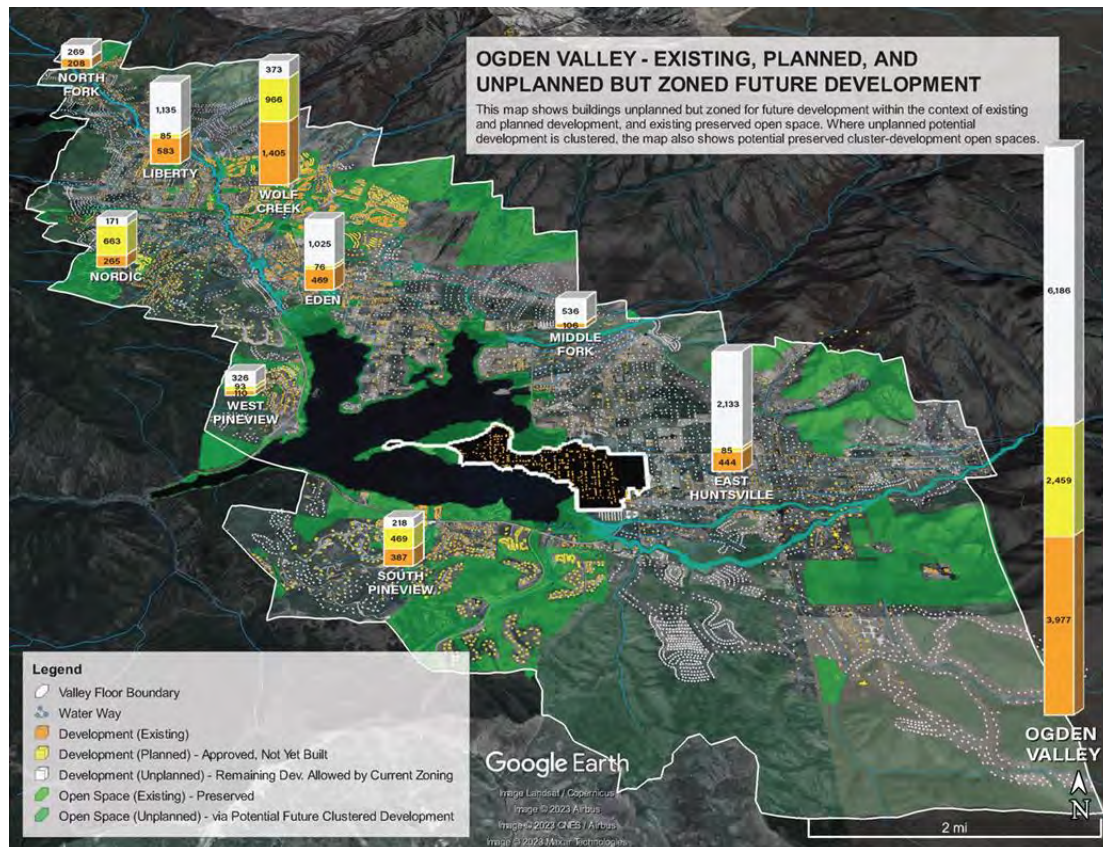


Figure 8: Remaining Dwelling Units Allowed by Current Zoning.



The General Plan's Solution.

To help the Ogden Valley not result in large-lot suburban sprawl, the plan recommends that the county use its development regulating powers to influence residential development rights in a manner that removes them from the lands on which they are currently entitled, and moves them into more urbanized growth centers. The plan prescribes eight of these growth centers, and calls them “villages.” The plan further prescribes additional growth to occur adjacent to the village areas where development infrastructure exists or can exist more easily and efficiently given economies of scale of the densities therein. Further, the plan suggests that these growth areas should be designed in a manner to “complement, not overwhelm or compete with, the rural character of the Valley.”⁹

The plan is not entirely clear on how exactly to accomplish “small villages” that do not compete with adjoining rural areas. However, in 2022 the County Commission adopted the Form-Based village zone which is, in part, a zone intended to help shape the design of these growth areas in a manner that transitions density from very heavy in the centers of these growth areas, to rural at the edges/periphery of them. This type of transitional development pattern is called “transects.” Figure 9 provides a general example of transects. The Form-Based Zone is intended to provide for these transects.

If the FB zone is approved for the subject property, the applicant will be allowed to start creating what the above graphic depicts as the “urban center.” This is true regardless of how the Commission votes on the proposed street regulating plan amendments, as the current street regulating plan already depicts vehicle-oriented commercial for a part of the applicant's frontage.

⁹ See Community Character Vision, 2016 Ogden Valley General Plan, (p.4).

Staff is aware of public comments questioning the wisdom of enabling an urban center adjacent to existing single-family residential and agrarian land uses. While this concern is valid and worth noting, if an urban center is to be initiated, there are few locations in the valley at this time where it can be initiated without being in close proximity to single-family residential and rural land uses. If growth centers are going to start, they must start somewhere. In time, the street regulating plan of the FB zone is designed to provide these transitions as neighboring property owners decide to change their own land uses into conformance with the FB zone.

Figure 9: Transect Development



Additional Detailed General Plan Analysis.

The foregoing notwithstanding, it is important to not only review this rezone proposal in accordance with the overall context of the purpose of the plan, but also within the context of the details of the plan. The following provides an analysis of relevant parts of the general plan as it relates to this rezone. It can be observed herein that this proposed rezone both complements and contradicts various provisions in the plan. There is no requirement for a proposal to meet the absolute details of the general plan. This stands especially true when it's a plan that contains as many diverging interests as the Ogden Valley General Plan. If the County decides to approve an application that in some part runs contrary to the details of the plan, the County should do so with full understanding of the outcome(s) and have solid reasoning as to how the approval supports the overall intended effect(s) of the plan.

Pros:

Gateways and Viewsheds Goal 3: *A goal of Weber County is to protect key viewsheds throughout the Valley.*

Gateways and Viewsheds Principle 3.1: *Protect viewsheds throughout the Valley including views of the mountains and Pineview Reservoir.*

Gateways and Viewsheds Principle 3.2: *Avoid visually prominent structures, hillside cuts, and vegetation removal that alter the visual quality of the Valley's viewsheds. Ensure that all development minimizes site disturbance and lot coverage and requires effective site restoration, revegetation, and weed control.*

Development within the FB zone is required to follow the adopted transferable development rights regulations. While we do not know at this time the properties from where the applicant's density will come, we do know that they can only come from areas within the valley floor area. Thus, it can be found that this project could help remove potential development from visually prominent areas and move them into the growth center of Eden.

Clean Air and Water Goal 1: *A goal of Weber County is to protect the Valley's air and water quality. (See Residential Development Goal 3)*

Clean Air and Water Principle 1.1: *Promote energy-efficient & sustainable development practices to improve and protect air and water quality.*

Gateways and Viewsheds Implementation 1.1.1: incorporate air and water quality protection considerations in the development review and approval process.

Clustering development into smaller areas, such as centrally located growth centers is a sustainable development practice. Sprawling development requires greater vehicle miles traveled, which leads to greater emissions, which contributes to less healthy local air quality. Additionally, the applicant's development will require a sewer system. Given the transferred density, this will likely result in the reduction of individual septic systems on which sprawling development patterns rely.

Land Use Goal 1: A goal of Weber County is to reduce the overall amount and impact of future land development in the Ogden Valley planning area.

Land Use Principle 1.1: in general, additional density should not be authorized in the Ogden Valley planning area above that allowed by current zoning. Minimal density bonuses (the exact amount to be determined by ordinance, master plan, development agreement, etc.) should only be allowed when they are granted to incentivize significant contribution to the advancement of the goals and principles found in this plan.

Land Use Implementation 1.1.1: Weber County will support the transfer of existing development rights (TDRs) as the primary means to increase densities in suitable project areas while proportionately decreasing density in other areas. incentives – such as reduced road cross sections and other cost-saving measures for master-planned developments – should be proposed to reduce development intensities and as the primary means to incentivize the purchase and transfer of development rights. Bonus density should be used sparingly, and only in the event minimal bonuses can be leveraged for significant and meaningful advancement of the goals and principles of this plan. Development rights include residential (e.g. townhouses, single family detached units, etc.) and non-residential development rights (e.g. hotel units, accessory dwelling units, retirement center units, etc.).

The applicant is not requesting bonus density at this time and is only pursuing the right to transfer development rights as anticipated by Implementation 1.1.1. At this time the only transferable development rights available are residential development rights.

Land Use Principle 1.4: Employ mechanisms such as TDRs to reallocate existing authorized development units from less suitable to more suitable locations.

Land Use Implementation 1.4.3: Foster the creation of a TDR market by exploring ways for developers to benefit from purchasing TDRs. [...]

This implementation strategy provides an important clue to the puzzle regarding how we should help ensure the default provisions of the AV-3 zone do not ruin the valley's current character. The County should be finding ways to support a TDR open market and ways to help developers benefit from it. This cannot be initiated in the Ogden Valley unless sufficient area is zoned to the FB zone so that TDRs can start trading. The more opportunities the County creates for trades to occur, the higher the likelihood a free market will be established.

Land Use Principle 1.5: Encourage new development to locate in areas where water and sewer service could be provided by a sewer system. Encourage residential cluster developments with smaller building lots and larger areas of open space for most subdivisions.

Directing growth into areas with sewer is imperative to the preservation of the current character of the Ogden Valley, as the proliferation of individual septic systems has been affecting ground water quality for some time now. Clustering transferred growth into sewered areas will help avoid sprawled growth in areas without, thereby either avoiding further harm to groundwater sources or expensive sewer line expansions that accommodate the sprawl.

Rural Residential Development and Housing Vision: *The Ogden Valley community desires a variety of housing types to meet the needs of a diverse population of various income levels, ages and stages of life. Neighborhoods should have convenient access to community amenities and be designed in a manner that protects the valley's character. Residential development should be centered around villages and town centers and designed to provide open spaces and efficient uses of the land.*

The general plan has a "Rural Residential Development and Housing" chapter. The above paragraph is the vision for housing in the Ogden Valley. The application of all other provisions for housing within the plan should be run through the filter of this vision.

If applied literally and in totality, residential uses in the Ogden Valley should *only* be allowed when it is centered around the villages and town centers. However, because other provisions of this plan encourages voluntary TDR, PDR, and similar measures, we know this part of the vision is not intended to be applied literally, however, the strong encouragement should be noted in the County's decision making. The applicant's proposal does well to provide residential density adjacent to the New Town Eden village center and, if other landowners in the area follow suit, will result in housing centered around villages.

Residential Development Goal 1: *A goal of Weber County is to provide housing choices in neighborhoods that will allow residents with a variety of incomes and at different stages of life to live in Ogden Valley.*

Residential Development Principle 1.1: *Encourage residential development projects to incorporate a mix of housing sizes, types, and prices.*

A common misunderstanding about the FB zone is that its purpose is only to create commercial village areas. This is not accurate. Its purpose is to create village areas that are surrounded by residential development of various types.

Planning Commissioners and members of the public alike have expressed concerns about using the FB zone too far from village centers out of fear of creating village sprawl. However, the FB zone is designed to do exactly what is specified in the vision of the Rural Residential Development and Housing.

With TDRs, the goal is to keep the rural areas rural by creating growth areas that provide a variety of housing types.

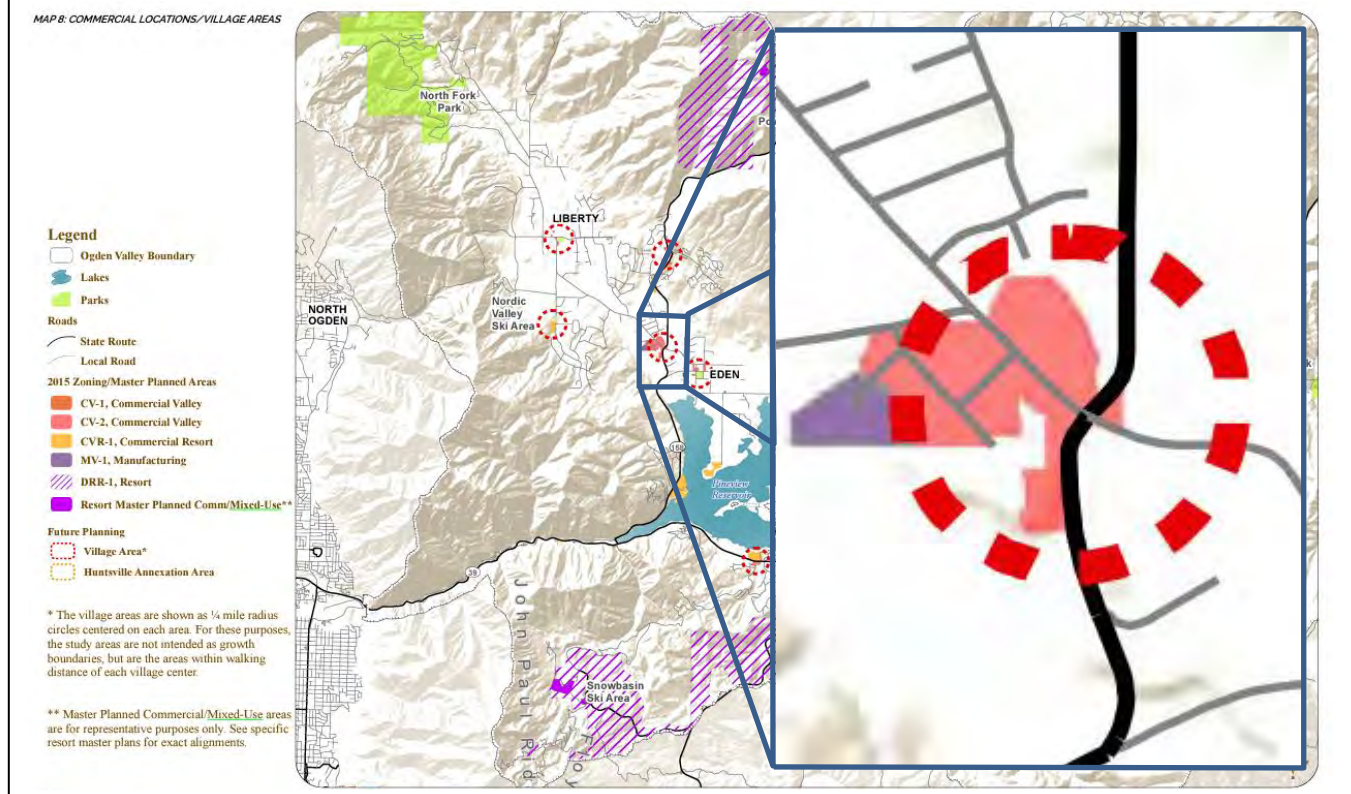
The applicant's proposal will provide a variety of housing options and sizes for current and future residents. The FB zone's existing workforce housing requirement will help provide for various levels of affordability as well.

If adopted, the proposed street regulating plan will allow multifamily stacked housing, townhomes, and single-family residential on various sizes of small lots. While market forces are unlikely to provide for affordable housing without government intervention, the reduced lot sizes will help provide housing that is more affordable than their 3-acre lot counterparts.

Commercial Development Vision: *The Ogden Valley community desires sustainable and thriving local businesses in Ogden Valley. Ogden Valley capitalizes on recreational tourism to support its economic base. New commercial development should be focused in and near existing commercial areas and resorts. New commercial development should be designed to be compatible with the rural character of Ogden Valley.*

The Commercial Development chapter provides the above vision. All other commercial provisions within the plan should be interpreted through the filter of this vision. Figure 10 provides the general plan's map of commercial locations and village areas. This map illustrates with a red dashed line the center of a village area. The red-dashed line is not the boundary of the proposed village area, as seems to be commonly misunderstood. Both the text of the plan and this map explain otherwise. Each circle is a ¼ mile radius, representing typical desirable walking distances, and is intended to be centered on the village center, although some appear to be off center on the map. The village center of the New Town Eden area is intended to be the intersection of HWY 158 and 2500 N. Street. Figure 11 illustrates this circle in relation to the applicant's property.

Figure 10: Ogden Valley General Plan Map 8, Commercial Locations and Villages



Commercial Development Goal 1: A goal of Weber County is to ensure that the location of retail and commercial development is consistent with Ogden Valley's rural character.

Commercial Development Principle 1.1: Limit all new commercial development in the Ogden Valley planning area to Huntsville, the resort areas, and the village areas, as shown on Map 8. Avoid scattered and strip commercial and retail development patterns in the Valley.

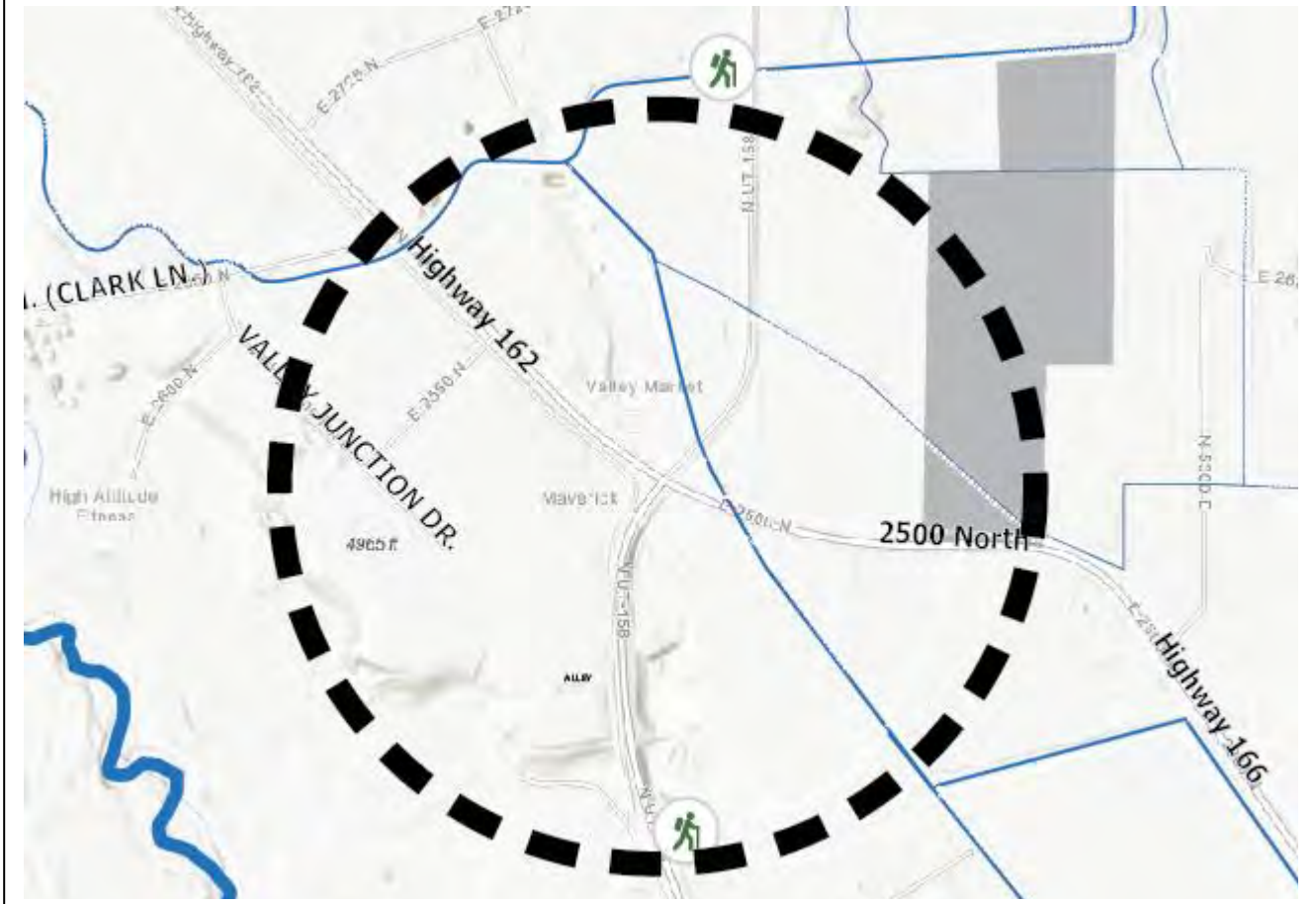
The above goal and principle further illustrate how the plan tries to balance rural areas versus village areas, and is further evidence of the overall intent of the plan.

Commercial Development Implementation 1.1.1: Prepare small area plans for each area designated as a village on Map 8 to describe their form and function (possible examples: highway oriented, mixed-use, resort, small neighborhood commercial, etc.). Small area plans should identify defining attributes and appropriate design standards, identify future potential adjacent expansion areas, and plan for multimodal and active transportation to and within each area, as may be appropriate. The village areas are shown as 1/4 mile radius circles centered on each area on Map 8. For these purposes, the study areas are not intended as growth boundaries, but are the areas within walking distance of each village center.

Breaking this implementation strategy into parts, the Planning Commission can find the following:

Prepare small area plans for each area designated as a village on Map 8 to describe their form and function (possible examples: highway oriented, mixed-use, resort, small neighborhood commercial, etc.).

Figure 11: Quarter-Mile Radius Walking Distance (Black Circle) of New Town Eden Village Center in Relation to Applicant's Property



The preparation of small area plans was accomplished for Old Town, New Town, and Nordic Valley areas through the FB code's street regulating plans. In order to realize these plans, all areas depicted in one of the street regulating plans should be rezoned to the FB zone (in time). The FB zone uses the plan-recommended highway oriented (FB zone calls this vehicle oriented), mixed-use (FB zone calls this mixed-use commercial). The small neighborhood commercial can also be accomplished through the mixed use commercial FB zone designation.

Small area plans should identify defining attributes and appropriate design standards...

The FB zone provides for the design standards of all three area to which a street regulating plan has been adopted (Old Town, New Town, and Nordic Valley). Each provide their own unique design theme.

...identify future potential adjacent expansion areas...

The FB zone not only provides for the existing commercial zones in each area, it goes further to identify where and how those commercial areas might expand. Further, in compliance with this provision, the street regulating plans go beyond the limits of commercial expansion to provide for the aforementioned new residential uses "...centered around villages and town centers..."

... and plan for multimodal and active transportation to and within each area, as may be appropriate.

The FB zone requires new development to provide for multiple transportation modes, including vehicle, bicycle, and pedestrian. At a later time when demand warrants it, amendments to the street standards should be expected to provide for transit facilities as well.

Commercial Development Implementation 1.1.2: *Require new commercial or mixed-use development to locate on property currently zoned for commercial uses. Avoid rezoning new property to commercial or manufacturing until such time that the community supports it. Future commercial or mixed-use rezoning should only be considered adjacent to existing commercial or mixed-use zoning in a manner that creates village clusters and avoids strip commercial along highway corridors.*

The proposed rezone fails to meet this implementation strategy of the plan, at least in part of not in full. The nearest commercially zoned property is about 700 feet away from the subject property. In an ideal world this FB rezone proposal would be in an area already zoned commercial as recommended by this implementation strategy. It would be hard to define the proposal as “strip commercial,” as advised against by this strategy, the proposal is a little removed from property currently zoned for commercial uses.

Commercial Development Principle 1.2: *Focus on creating vibrant village areas. Encourage public spaces and plazas within villages that can accommodate cultural and social events and that can function as community gathering areas. Promote and extend the walkable, interconnected pattern in the Valley and extend non-motorized trails and pathways to commercial village areas.*

This rezone is likely to lead to the creation of a vibrant village area to which other landowners in the area can connect. Creating gather public gather spaces in village areas requires the initiation of the village.

Utilities and Public Services Goal 2: *A goal of Weber County is to encourage alternatives to septic drainfield systems.*

Utilities and Public Services Principle 2.1: *New developments in the village areas (reference Commercial Development Implementation 1.1.1) and the resort areas should connect to existing sewer facilities or provide limited-capacity sewage treatment facilities for identified service areas. The facilities should be designed to be expandable to accommodate additional development in the village or resort areas. New residential developments not proximate to existing sewer service areas should employ clustering and provide limited capacity advanced sewage treatment facilities.*

The proposed rezone will lend to the advent of sewer to the New Town Eden area. One of the reasons commercial development is lagging in the Eden area is lack of sewer availability. The cost to extend sewer to the area is too high to rest on any one landowner. The cost of a commercial-use septic system and the reservation of valuable land for a drainfield is likewise fairly cost prohibitive. This applicant has sufficient land and only one land owner as well as a number of other developments in the area, rendering an economy of scale that makes the extension of sewer to this area feasible. If sewer is extended to the area by the applicant, all of the various fragmented landowners in New Town Eden are far less cost-burdened to extend sewer to their own properties. In other words this applicant has the ability to stimulate other commercial and mixed use development in the New Town Eden Area. This, in turn, will help foster a more realistic TDR market which will result in a more realistic ability to start moving development rights from the areas of the valley less desirable for development.

(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.

The rezone will lend to a development that has a different character than the surrounding large-lot residential and agricultural land use. As previously provided in this staff report, the question of compatibility should be view through the lens of the general plan rather than what is existing now. The plan directs the future of the area. What can be observed in Figure 11 is a great deal of the applicant's property is in the “1/4 mile walking distance” circle depicted on the commercial locations and village areas map of the plan. The plan also directs residential uses to be located on the perimeter of the village areas. Thus, it should be anticipated that at some point in time the applicant's desired use should be considered for the property. Whether now is the right time is for the Planning Commission to determine in their formulation of a recommendation to the County Commission.

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

When considering how this rezone might adversely affect adjacent property, there are a wide array of factors at play. These include impacts on private property rights and nuisances, as well as other factors such as impacts on a landowner's desires for their neighborhood and the intrinsic values they've imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider the perception-based impacts.

If rezoned, the development that the FB zone will allow (assuming if the County Commission acts on the proposed street regulating plan) is likely to significantly change the immediate area. Existing streets will need to be upgraded and new streets will be constructed. Commercial and multifamily buildings can be expected, as well as small-lot residential uses, condos, and townhomes. Each of these uses will change the visual nature of the area, traffic volumes and patterns, and noise potential. The potential uses are not expected to be greater than a typical small urbanized area. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential noise nuisances, most of the fact-based effects will be required to be mitigated by the applicant.

When developments of this nature are located in similar areas, the property values of surrounding land usually increases. The increase may lead to a greater property tax burden, especially for those on fixed incomes, if any.

Current neighbors who have grown accustomed to the quiet rural nature of the immediate area may find the increase in intensity of uses unpleasant and contrary to the current reason they reside in the area. Even though residents in the area do not own a property right to ensure their neighborhood will not change, their desire for the future of their area might be upended by the proposal. This could result in their eventual self-determined displacement from the neighborhood.

If evaluation of detrimental effects is extended beyond adjacent property, it could be determined that the commercial development potential of this proposal may undercut the commercial development potential of other properties in the area already zoned for commercial. This is a challenging distinction to make, however, as the financial benefit the proposal will bring to those other land owners by way of sewer service might overwhelm the adverse economic effects. Sewer service will increase other land owner's opportunities to create a mixed use development in accordance with the FB zone.

(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.

The County's currently adopted development regulations, as well as the standards of the FB zone, are designed to specifically require the developer to address their impact of local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of level of service of each of these services.

Roadways/Traffic.

Traffic mitigation studies will be required when the property subdivides. The applicant will be responsible for providing the street cross sections adopted in the FB zone, which are intended to provide for adequate traffic mitigation. However, the traffic studies will assist us in verifying this.

Parks and Recreation Facilities

The applicant has not provided specific park and recreation facilities plans. The FB zone requires bike, trail, and sidewalk facilities throughout the development which will be installed as the development is installed. During development of the project the applicant should work with the Ogden Valley Parks District to verify adequacy of services.

Police and Fire Protection

Because the FB rezone is not anticipated to increase the overall density of the valley, police protection might be a zero-sum gain. Special events within the project, if any, will be required to obtain special event permits. Same with conditional uses. Both special events permits and conditional use permits enable coordination with the Sheriff's office to provide deputy resources, when needed.

The Weber Fire District has reviewed the rezone application. They will require sufficient fire suppression at the time of development.

Stormwater Drainage Systems

It should be anticipated that this rezone will yield significantly more stormwater management demand given the amount of hard surface likely to occur. Stormwater management will be addressed with the applicant as development applications are submitted.

Water Supply

The project is within the culinary water service area of Eden Water Works. The applicant is proposing to create a new secondary water company called "Eden Crossing Public Works Company for secondary water services.

As required by the County's adopted water concurrency ordinance, the developer will be required to prove access to water as part of a specific development application.

Wastewater

The applicant has indicated that the project will be connected to Wolf Creek Water and Sewer Improvement District's sewer service. This may not be a final plan as of the writing of this report, but if it is or becomes such, the applicant will provide a sewer lift station to lift effluent up to the Wolf Creek sewer reclamation facilities. Sewer service lines are shown in the applicant's proposed narrative (Exhibit A).

The applicant will be required to provide proof of sewer service and adequacy at the time of development review.

Refuse Collection

Refuse collection has not been specifically addressed for this rezone. However, identifying garbage services is a typical requirement of design review at the time a development is proposed and is not typically addressed during rezone.

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

Staff is unaware of specific natural or ecological resources or sensitive lands on the subject property.

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

As specified above, the applicant will be required to address traffic mitigation at the time a development application is submitted.

Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan, it is staff's opinion that this rezone will substantially advance the vision and goals of the general plan. Staff is recommending approval of the rezone. This recommendation is given to the Planning Commission with the following findings:

1. The proposal substantially advances the vision, goals, and objectives of the Ogden Valley General Plan.
2. Considering the direct context of the plan, the benefits that the proposal offers to the execution of the plan and to the long-term desirable community outcomes as specified in the plan overwhelm the proposal's conflict with Commercial Development Implementation Strategy 1.1.2.
3. The proposal will bring sewer to the Eden area, thereby creating further village and TDR opportunities for other landowners in the surrounding area in the future, further compounding the benefits of the proposal to the intended effects of the general plan.
4. The TDRs anticipated to be consumed by the a development within the proposed rezone, or the TDRs that might be consumed by other properties in the area will help remove development rights from the remaining areas in the community that are intended to remain rural.
5. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Ogden Valley General Plan.

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 #ZMA2023-09, an application to amend the Weber County Zoning Map, rezoning approximately 20 acres of land at approximately 5204 East, HWY 166, from the AV-3 Zone to the FB Zone, as provided in Exhibit C.

I do so with the following findings:

Example findings:

1. *The changes are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ 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 #ZMA2023-09, an application to amend the Weber County Zoning Map, rezoning approximately 20 acres of land at approximately 5204 East, HWY 166, from the AV-3 Zone to the FB Zone, as provided in Exhibit C, **but with the following additional edits and corrections:**

Example of ways to format a motion with changes:

1. *Example: In Section 104-12-3(f), remove short-term rentals as a permitted use.*
2. *Example: On line number [____], it should read: [_____ desired edits here _____].*
3. *Etc.*

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2023-09, an application to amend the Weber County Zoning Map, rezoning approximately 20 acres of land at approximately 5204 East, HWY 166, from the AV-3 Zone to the FB Zone, as provided in Exhibit C. **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: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.

**Eden Crossing
Rezone Application - Project Narrative
October 2023**

Application Questions

The vision for the proposed zone change and, if known, the proposed development.

Eden Crossing is a proposed commercial, retail, multifamily and single family homesite development in the New Eden area of Ogden Valley. The rezone application is requesting the property be incorporated into the Form Based Zone land use code.

In accordance with the Ogden Valley General Plan, the development will obtain density entitlements via the Transfer of Development Rights (TDR) ordinance. The New Eden area has been identified as a village receiving area. The project consists of 20 acres of flat buildable land supporting approximately 325 units. Examples of the proposed building design is illustrated in the Architectural Exhibit.

Multiple entities will be providing wet utility service to the project. Culinary water is from Eden Water Works, secondary will come from Eden Crossing Public Works Company and sewer will be managed by the Wolf Creek Water and Sewer Improvement District. The transfer of water and sewer to Wolf Creek is aligned through the development as shown in the Utilities Exhibit.

The development will have a walkable, pedestrian friendly design. Pathways for recreational use will be incorporated into and will connect to adjacent properties. A community recreation center for Ogden Valley is being considered on the north end of the project.

How the change is in compliance with the general plan, or if not, the public interest the change is intended to address.

The general plan has identified the Eden Area as a village receiving area for TDRs. Supporting utilities go through the project which is also a key element of the community plan.

Why the present zoning should be changed to allow the rezone.

The street regulating plan of the Form Based Zone supports the land use code change request.

How the change is in the best interest of the public.

The development will provide services to the Ogden Valley community.

The conditions and circumstances in the general area that have changed to warrant the rezone.

The adopted general plan supports clustered development in identified receiving villages areas.

The reasons or ways the rezone will promote the health, safety and general welfare of the inhabitants of the county.

All county codes and standards will be observed as the project is developed.

LEGEND

- 1 MIXED USE COMMERCIAL
- 2 MULTI-FAMILY RESIDENTIAL
- 3 SMALL LOT RESIDENTIAL
- 4 OPEN SPACE
- 5 ROAD STUB/CONNECTION TO ADJACENT PARCELS



WOLF CREEK DRIVE

EDEN CROSSING

LAND USE PLAN



EDEN CROSSING

Proposed Street Regulating



EDEN CROSSING

Infrastructure Alignment



October 28, 2023

Via - rgrover@webercountyutah.gov

Rick Grover
Weber County Planning Director
2380 Washington Blvd., #240
Ogden, Utah 84401

Dear Mr. Grover:

My law firm represents Eden Crossing, LLC ("Applicant") with respect to the development known as Eden Crossing in Eden Utah ("Property"). Presently my clients have applications in to the County for an amendment to the Zoning, and text amendments. Both applications comply with all applicable City Ordinances, and are therefore vested and entitled to approval.

Nevertheless, my client is experiencing unreasonable delays in processing these applications. Accordingly, please consider this letter as the Applicant's formal written request, in accordance with UTAH CODE § 10-9a-509.5(2)(b), that Weber County take final action on my client's applications within 45 days the date of this letter.

Note also that Utah Code requires the City, if it denies these applications, the denial must include the "reasons for denial in writing, on the record." UTAH CODE § 10-9a-509.5(2)(d). If the City believes that some ordinance requirements have not been met, please notify me immediately. Otherwise, please approve my client's application within 45 days, are required by the Utah Code. Thank you for your attention to this matter.

DENTONS DURHAM JONES PINEGAR P.C.



Brent N. Bateman

Figure 1: Current Zoning Map and the Subject Parcel(s).

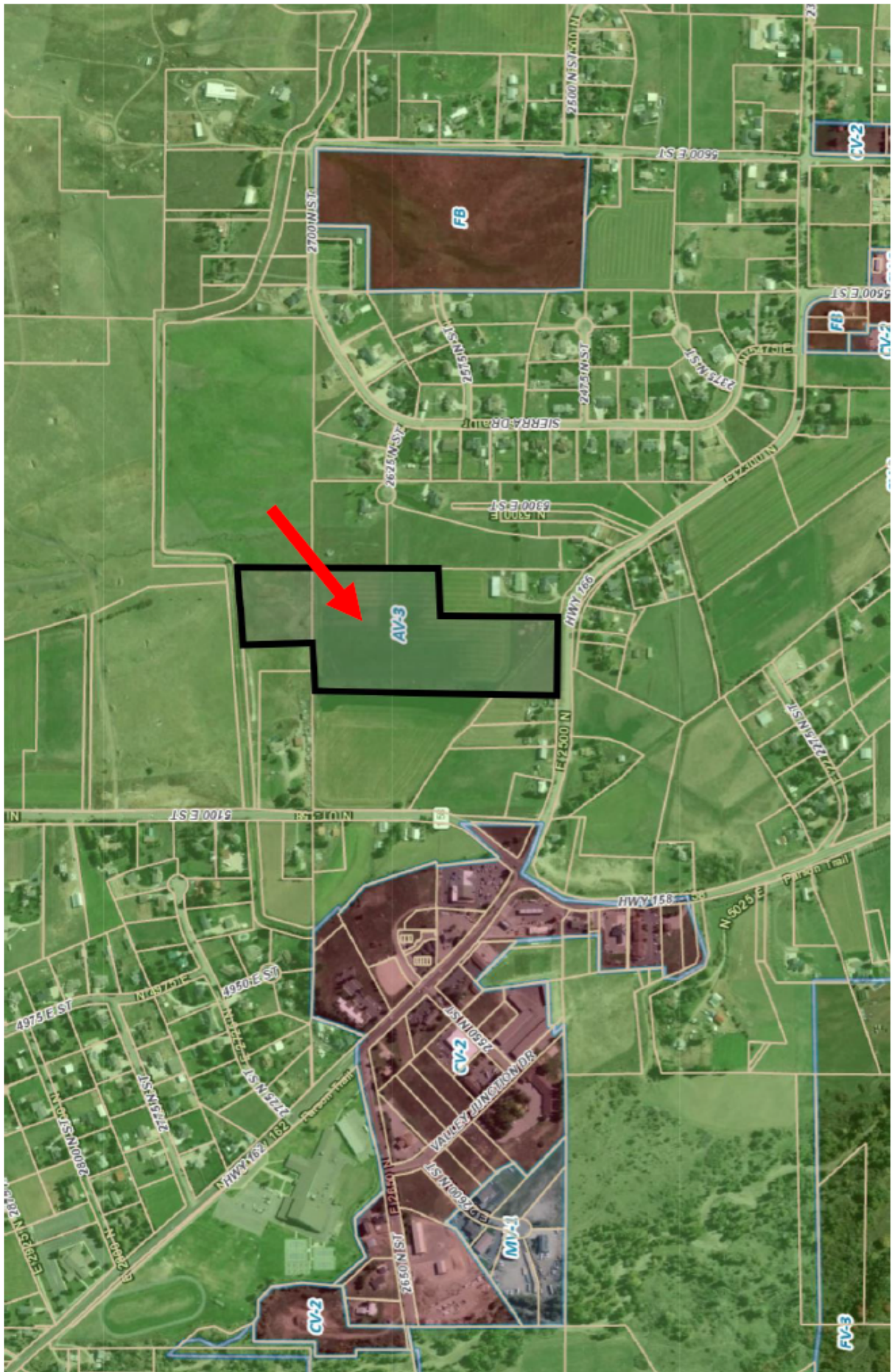


Figure 2: Proposed Zoning Map and the Subject Parcel(s).

