

## **Meeting Procedures**

### **Outline of Meeting Procedures:**

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

### **Role of Staff:**

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

### **Role of the Applicant:**

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

### **Role of the Planning Commission:**

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

### **Public Comment:**

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

### **Planning Commission Action:**

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

## **Commenting at Public Meetings and Public Hearings**

### **Address the Decision Makers:**

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

### **Speak to the Point:**

- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

### **Handouts:**

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record will be left with the Planning Commission.

### **Remember Your Objective:**

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.



## OGDEN VALLEY PLANNING COMMISSION

### MEETING AGENDA

August 26, 2025

Pre-meeting 4:30pm/Regular Meeting 5:00 pm



- *Pledge of Allegiance*
- *Roll Call:*

1. **Minutes:** June 24, 2025

2. **Administrative Items:**

**2.1 SPE2025-01:** Discussion and action on a conceptual sketch plan endorsement request for the Rockin B Ranches Cluster Subdivision, consisting of 5 lots and 14.856 acres of open space.

**Staff Presenter: Tammy Aydelotte**

**2.2 UVV072325:** A request from Summit Mountain Holding Group (Powder Mountain) for preliminary subdivision approval of the Village Nest East 2025 Subdivision, a 20-lot subdivision located in the DRR-1 zone at approximately 5780 N Daybreak Ridge, Eden, UT, 84310.

**Staff Presenter: Tammy Aydelotte**

**2.3 UVN062425:** A request from Nordic Village Venture for preliminary subdivision approval of Nordic Village Phase 1B Subdivision, a 23-lot subdivision located in the Form-Based (FB) Zone at approximately 3567 Nordic Village Way, Eden, UT, 84310.

**Staff Presenter: Tammy Aydelotte**

3. **Legislative items:**

**3.1 ZDA2025-04:** A request from Kirk Langford for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to allow for phased/an exemption of installation of certain infrastructure for a future three-lot subdivision, located at 6210 E 2300 N, Eden, UT, 84310 in the AV-3 Zone.

**Staff Presenter: Tammy Aydelotte**

**3.2 ZDA2025-09:** A request from Nordic Village Venture to approve a modification to the exhibit for their Street Regulating Plan. This is a request to amend the Nordic Valley Area Street Regulating Plan exhibit in the development agreement only. This change, if approved, would only apply to the Nordic development.

**Staff Presenter: Tammy Aydelotte**

4. **Public Comment for Items not on the Agenda:**

5. **Remarks from Planning Commissioners:**

6. **Planning Director Report:**

7. **Remarks from Legal Counsel**

Adjourn

***The meeting will be held in person at the Weber County Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.***

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371 before the meeting if you have questions or comments regarding an item.

***In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8761***

Minutes of the Regular Meeting of the Ogden Valley Planning Commission for June 24, 2025. To join the meeting, please navigate to the following weblink at <https://webercountyutah.zoom.us/j/87659033458>, the time of the meeting, commencing at 5:00 p.m.

**Ogden Valley Planning Commissioners Present:** Janet Wampler (Chair), Jeff Barber (Vice Chair), Jeff Burton, Bryce Froerer, Mark Schweppe, Trevor Shuman, and Laura Warburton.

**Staff Present:** Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Tammy Aydelotte, Planner; Courtlan Erickson, Legal Counsel; Marta Borchert, Office Specialist.

- **Pledge of Allegiance**
- **Roll Call:** Chair Wampler conducted roll call indicated all Commissioners were present.

**1. Minutes: April 29 and May 20, 2025.**

Chair Wampler declared the minutes approved as presented.

Chair Wampler asked the Commissioners if they had any conflicts of interest or ex parte communications to declare; no declarations were made.

**2. Administrative Items:**

**2.1 CUP 2024-13: Request for approval of a conditional use permit for a conference/education center located at 2630 North Highway 39, Huntsville. The project is known as Valo Refuge. Staff Presenter: Felix Lleverino**

A staff memo from Planner Lleverino explained the applicant is requesting approval of a conditional use permit (CUP) for a conference/education center located in the Forest (F-5) zone. Each lot has a perfected well and a permitted septic system. Access to this land is from Highway 39, for which a UDOT Access Permit is obtained and included as Exhibit F to the application materials. The applicant intends to host conferences and educational courses with the option of overnight stays. The applicant has provided a detailed narrative that further describes the intended uses.

Mr. Lleverino reviewed her staff report and used the aid of a PowerPoint presentation to summarize staff's analysis of the proposal to ensure compliance with the following:

- General Plan
- Zoning regulations
- Conditional use standards
- Parking and loading space, vehicle traffic, and access regulations
- Design review standards

Mr. Lleverino concluded staff recommends approval of the Valo Refuge Conference and Education Center, subject to the applicant meeting the following conditions of approval in addition to any conditions of the various reviewing agencies or the Ogden Valley Planning Commission. Planning conditions of approval include:

1. The owner shall obtain and maintain a Weber County Business License.
2. The land use authority shall review any changes to the site or day-to-day operations beyond what is presented in the applicant
3. The site and all structures shall be kept and maintained for safety and good visual appearance.
4. Parking on Highway 39 is prohibited.
5. The water source and septic system are maintained, as directed by the Health Department.
6. The owner shall obtain final approval from the Weber Morgan Health Department before a conditional use permit is issued.
7. Requirements from the UDOT Access Permit are complete or escrowed before a conditional use permit is issued.
8. The hard surface parking lot is complete or escrowed before a conditional use permit is issued.

This recommendation is based on the following findings:

1. The proposed use is allowed in the F-5 Zone and meets the appropriate site development standards.
2. The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

The Commission engaged in high level discussion of the conditions of approval, specifically the conditions related to the water source and septic system.

Commissioner Shuman asked if the applicant has ever been in violation of the County's short-term rental (STR) regulations, to which Mr. Lleverino answered he is not aware of any violations.

Chair Wampler invited input from the applicant.

Mark Overdevest, property owner, stated he lives in Salt Lake City. He reported each of the units will have a kitchenette and small bathroom facilities with hot water. He was mindful of what would be easiest on the septic system when considering the design of the units. He addressed Commissioner Shuman's question, noting that the units have not been rented to date, so there should be no STR violations on file.

Vice Chair Barber asked if the units were present when Mr. Overdevest purchased the property. Mr. Overdevest answered no and indicated that only the pads upon which the units are located were present.

Commissioner Warburton asked Mr. Overdevest if he has any plans to expand the use of the property in the future. Mr. Overdevest indicated that he does not have any plans to expand at this time; he wants to follow all rules of the County and other service agencies. The current parking capacity is 10 vehicles and that will limit the use of the property. It would be nice to have a larger indoor area at some point, but he understands that may not be allowed.

Chair Wampler asked Mr. Overdevest if he has attempted to purchase any of the adjacent properties to facilitate expansion in the future. Mr. Overdevest answered no; he purchased the subject property just over two years ago and he has not spoken to other property owners about purchasing additional properties. Chair Wampler asked if there have been discussions about shared access to adjoining properties from the subject property. Mr. Overdevest stated he has not had such discussions; his understanding is that the property behind his land is accessed by Causey Road, and it is mostly used for hunting.

Chair Wampler invited public input. There were no persons appearing to be heard.

Commissioner Shuman asked Mr. Lleverino if the number of parking spaces on the site is sufficient for the use. Mr. Lleverino stated there are some parking standard exceptions for seasonal operations; seasonal or agritourism uses have some exceptions to the concrete or paved parking requirements, but he does not see the conference/education center use listed as part of the uses that are eligible for an exception. For that reason, the applicant will likely be required to asphalt his parking area. Commissioner Shuman asked if the entire area would need to be asphalted, or if just the parking spaces could be asphalted; he asked if it is appropriate to include a condition of approval as part of the motion that would address parking standards. Mr. Lleverino stated that the parking area will need to be asphalted, and the Utah Department of Transportation (UDOT) wants the access to the site to be asphalted. The approach that leads from the access to the parking area could be compacted gravel, but the actual parking spaces must be hard surface. Mr. Overdevest stated the existing recreational vehicle (RV) parking pads are constructed of four-inch compacted gravel. Mr. Lleverino stated the applicant has requested that same material for the parking spaces because he feels it carries out the existing theme and nature of the property; he has also cited that it is more cost effective. The Commission discussed the parking standards and discretion they have, if any, to vary from the requirement for hard surface parking. Principal Planner Ewert state that the Commission does have some discretion for certain design standards, but not for the requirement for hard surface parking, which is concrete or asphalt. Commissioner Warburton asked if the Board of Adjustments (BOA) could consider the request to vary from the parking requirement. Mr. Ewert stated he would need to think about that a bit. Mr. Overdevest stated that other uses in the area have compacted gravel parking spaces and that was the basis for his request; he acknowledged, however, that those uses are classified as agritourism. Mr. Ewert stated that the BOA could consider a variance from the parking standards, or the applicant could pursue a land use code amendment that would allow for other materials for the parking area. Commissioner Warburton asked if the Commission could approve the application tonight, and Mr. Overdevest could apply for a variance after approval is granted. Mr. Ewert answered yes, specifically if the Commission does not include any condition of approval regarding the parking area. If the applicant does not pursue a variance, or if one is not granted, Planning staff will enforce the current ordinance, which requires hard surface parking spaces.

The Commission engaged in high level discussion with staff and the applicant regarding the reasoning behind a request to use compacted gravel for the parking areas;

Commissioner Froerer moved to approve application CUP 2024-13, a request for approval of a conditional use permit for a conference/education center located at 2630 North Highway 39, Huntsville. The project is known as Valo Refuge. Approval is based on the findings and subject to the conditions listed in the staff report, with the exception of condition #8 regarding hard surface parking. Commissioner Warburton seconded the motion. Commissioners Burton, Froerer, Schweppe, Shuman, Warburton, Vice Chair Barber, and Chair Wampler voted aye. (Motion carried on a vote of 7-0).

### **3. Public Comment for Items not on the Agenda:**

There were no public comments.

### **4. Remarks from Planning Commissioners:**

Chair Wampler stated she has a question regarding the brim trail; she was under the impression that it is a public trail on private land, and that impression was further solidified the last time Powder Mountain representatives came before the Commission to discuss an alteration to their road layout for the development and parking area at the brim. Powder Mountain communicated that the trail would stay open, but that they would remove the access points as part of the development. The word on the street now is that the brim trail is closed and she would like to know if that is the case. Mr. Ewert stated that he will need to research the matter and review the development agreement for the project; his understanding was that the trails were supposed to be open to the public, but he will look into the issue.

### **5. Planning Director Report:**

Planning Director Grover was not present; however, Principal Planner Ewert reported on the timing of the development of a water conservation component to be included in the General Plan. Work on the project has begun in the Western Weber Planning Area, but not yet for the Ogden Valley Planning Area. Planning staff has asked the County Commission if they want to work on the project for the Ogden Valley or defer to the new city once incorporation is completed. The deadline for creating the element is 2025, so if the project is deferred to the new city, they will be noncompliant upon their incorporation. He will report back to the Planning Commission once he has more information.

### **6. Remarks from Legal Counsel**

There were no remarks from Legal Counsel.

The meeting adjourned at 5:44 p.m.

Respectfully Submitted,

*Cassie Brown*

Weber County Planning Commission



## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

<b>Application Request:</b>	Discussion and action on a conceptual sketch plan endorsement request for the Rockin B Ranches Cluster Subdivision.
<b>Type of Decision:</b>	Administrative
<b>Agenda Date:</b>	Tuesday, August 26, 2025
<b>Applicant:</b>	Rick Bailey
<b>File Number:</b>	SPE2025-01

#### Property Information

<b>Approximate Address:</b>	1310 N 7275 E, Huntsville, UT 84317
<b>Project Area:</b>	Approximately 22.00 Acres
<b>Zoning:</b>	AV-3
<b>Existing Land Use:</b>	Residential/Agricultural
<b>Proposed Land Use:</b>	Residential Development with Agricultural Open Space
<b>Parcel ID:</b>	21-048-0013, 21-005-0047
<b>Township, Range, Section:</b>	Township 6 North, Range 2 East, Section 06

#### Adjacent Land Use

<b>North:</b>	Residential	<b>South:</b>	Residential
<b>East:</b>	Residential	<b>West:</b>	Residential

#### Staff Information

<b>Report Presenter:</b>	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
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### Applicable Ordinances

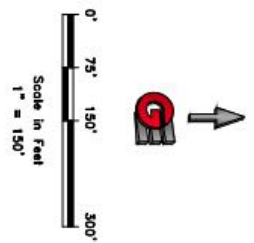
- Title 101, Chapter 1, General Provisions, Section 7, Definitions
- Title 104, Chapter 5 Agricultural Zone (AV-3)
- Title 108, Chapter 3 Cluster Subdivision

### Summary

The applicant has submitted a conceptual sketch plan for a 5 lot Cluster Subdivision for review and endorsement by the Planning Commission as required in the Uniform Land Use Code of Weber County (LUC). The subject property is zoned AV-3 and will combine 2 parcels to create the proposed Giovanni's Legacy Cluster Subdivision. In total, the area of the project will amount to approximate 22 acres. Applicant is not seeking any additional density, and proposes to preserve 63% of total area to open space.








# LEGEND

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP
- MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- - - EASEMENT
- \* - - - EXISTING FENCE LINE

	<b>GARDNER ENGINEERING</b> CIVIL • LAND PLANNING MUNICIPAL LAND SURVEYING <small>1000 W. 2100 S. SUITE 100 HUNTSVILLE, UT 84317          P 801.475.6202 F 801.475.0556</small>		Rick Bailey 1310 N 7275 E Huntsville, Utah 84317		Revisions Date Description 1 1	Date: 2018 Scale: 1" = 150' Designed: DESIGN Drafted: DRAWN Checked: CHECKED



**William Rick Bailey**

**Rockin B Ranches**

**Project Narrative**

**1310 N 7275 E**

**Huntsville Ut 84317**

### **Small Cluster Subdivision Proposal**

The property involved in this Proposal consists of 2 parcels and totals 21.93 acres. The proposed subdivision will consist of 1 3-acre lot (existing) and 4 1-acre lots to be developed. See Sketch. With 10.43 Acres of Common Ground. We have allowed for 4.41 acres of sensitive land.

The lots will be accessed by a private Road. The Road will meet or exceed requirements by Weber County.

The property is served by pressurized Secondary Water from Mountain Canal Company and owned by Mr. Baley.

Culinary water will be supplied by Weber Basin Water with each lot owning water shares. A shared well will be drilled.

All tests and studies are completed by the Weber Health Department. All lots have been Perc Tested.

Thanks to all Weber County employees for your hard work and service, including guiding me and answering my questions. Planner Tammy has been an incredible resource and should be commended for all her hard work and for her knowledge of the County Requirements.

Thanks for reviewing my Subdivision plan!

Rick Bailey



## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

<b>Application Request:</b>	A request from Summit Mountain Holding Group (Powder Mountain) for preliminary subdivision approval of the Village Nest East 2025 Subdivision, a 20-lot subdivision located in the DRR-1 zone at approximately 5780 N Daybreak Ridge, Eden, UT, 84310.
<b>Type of Decision:</b>	Administrative
<b>Agenda Date:</b>	Tuesday, August 26, 2025
<b>Applicant:</b>	Summit Mountain Holding Group, LLC
<b>File Number:</b>	UVV072325

#### Property Information

<b>Approximate Address:</b>	5780 N Daybreak Ridge, Eden, UT, 84310
<b>Project Area:</b>	2.786 Acres
<b>Zoning:</b>	Ogden Valley Destination and Recreation Resort Zone DRR-1
<b>Existing Land Use:</b>	Vacant
<b>Proposed Land Use:</b>	Residential
<b>Parcel ID:</b>	23-152-0001 through 23-152-0021
<b>Township, Range, Section:</b>	T7N, R2E, Section 8

#### Adjacent Land Use

<b>North:</b>	Ski Resort/Resort Development	<b>South:</b>	Ski Resort/Resort Development
<b>East:</b>	Ski Resort/Resort Development	<b>West:</b>	Daybreak Ridge Rd

#### Staff Information

<b>Report Presenter:</b>	Tammy Aydelotte <a href="mailto:taydelotte@webercountyutah.gov">taydelotte@webercountyutah.gov</a> 801-399-8794
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### Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

### Summary and Background

1/14/2015 – Zoning Development Agreement for Summit Group is recorded.

7/19/2016 – Conditional Use Permit for the Summit at Powder Mountain PRUD is approved by the Weber County Commission.

8/3/2017 – Village Nests East at Powder Mountain PRUD is recorded.

The purpose of this subdivision amendment is to realign lot boundaries and dedicate an additional private roadway in an effort to improve traffic circulation in this neighborhood. As of the date of this staff report, 229 lots have been recorded within the Powder Mountain Development, under the executed development agreement, recorded 1/14/2015.

### Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Zoning: The subject property is located in the Ogden Valley Destination and Recreation Resort Zone more particularly described as the DRR-1 zone. The purpose and intent of the DRR-1 zone is identified in the LUC §104-29-1 as:

*"The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan. It is intended to benefit the residents of the county and the resorts through its ability to preserve the valley's rural character, by utilizing a mechanism that allows landowners to voluntarily transfer development rights to areas that are more suitable for growth when compared to sensitive land areas such as wildlife habitats, hazardous hillsides or prime agricultural parcels. Resorts that lie within an approved destination and recreation resort zone shall, by and large, enhance and diversify quality public recreational opportunities, contribute to the surrounding community's well-being and overall, instill a sense of stewardship for the land."*

**Lot area, frontage/width and yard regulations:** The DRR-1 Zone does not have a minimum lot area or a minimum lot width requirement per LUC §104-29-2(h) for a single family residential dwelling. This subdivision has been designed for individual ownership of the lots, private roadways maintained by the Powder Mountain Owner's Association.

**Natural Hazards Overlay Zone:** The proposed subdivision is located in a geologic hazards study area. A geologic hazard study and geotechnical report, performed by AGECEC, and dated 7/10/2025 (Project No. 1240419) has been submitted with this application. The submitted report indicated no geologic hazards, outside of strong earthquake motions, that would negatively affect the proposed development of the site. Structural design will address the potential for earthquake ground motions.

A note on the plat will provide notice that the final geologic and geotechnical reports are on file with Weber County Planning Division. All site development will need to adhere to the recommendations of any reports and a "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.

1. **Additional design standards and requirements:** Cochise Way, a proposed new private roadway is proposed to be 50' in width. Any requirements/standards from Weber Fire District and Weber County Engineering shall be addressed prior to final approval of the subdivision. This is a terminal dead-end street. Per Weber County Ordinance 106-2-2.040, **"Maximum length and number of lots. A permanently terminal street (cul-de-sac or dead-end) or permanently terminal street-route shall:**
  1. *Serve no more than 15 subdivision lots or lots of record as defined by Section 101-2;*
  2. *Provide access to no more than 30 total dwelling units; and*
  3. *Have a maximum length of 750 feet. This length shall be measured from the point at which the street or street-route becomes terminal to the furthest extent along the terminal street or terminal street-route. If the terminal street or terminal street-route loops back onto itself, the furthest extent shall be the midpoint of the loop.*
2. **Alternative allowance due to constraints.** *If approved by the local fire authority, a permanently terminal street or street-route may serve a maximum of 30 subdivision lots or lots of record, and the maximum length of the street may be waived by the Land Use Authority, as long as the topography or other constraints of the land in the vicinity will not reasonably allow for a street connection to make the street or street-route non-terminal.*
3. **Turn-around required.** *A terminal street shall be terminated by a turnaround of not less than 100 feet diameter, or as otherwise required by the local fire authority or the County Engineer. If stormwater drains into the turnaround, a stormwater catch basin and drainage easement shall be provided. "*

Per the Notice of Decision for the CUP, a detailed material list of the proposed exterior building materials or material boards will be required for review and approval during the subdivision process. This shall occur with application for final approval of the subdivision.

**Culinary water and sanitary sewage disposal:** A capacity assessment letter has been provided by Powder Mountain Water and Sewer District. Proof of a connect fee from Powder Mountain Water and Sewer District will be required to be submitted prior to receiving a building permit from Weber County.

**Review Agencies:** Weber County Engineering, Weber Fire District and the Weber Surveyor's Office have not yet reviewed this proposal. A condition of approval has been included to ensure that all applicable review agencies requirements will be met prior to moving forward for final approval.

## Staff Recommendation

Staff recommends preliminary approval of the Village Nests East 2025 Subdivision. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. A "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.
2. Construction drawings, approved by County Engineering, shall be submitted prior to submitting an application for final approval.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

## Exhibits

- A. Proposed Preliminary Subdivision Plat
- B. Powder Mountain Water and Sewer Capacity Assessment Letter

## Location Map 1







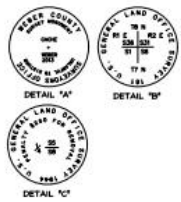


BASIS OF BEARINGS  
N 89°50'41" W 186.07'  
(ON 87°50'41" W 186.07' RECORD)

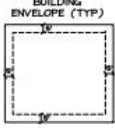
FOUND HEBER COUNTY LINE  
PERMITS FOR HEBER COUNTY  
RECONSTRUCTION OF BRIDGE CAP, 2015,  
GOOD CONDITION, 4" ABOVE GRADE  
DETAIL "A"

NORTHEAST CORNER SECTION  
TOWNSHIP 7 NORTH, RANGE 2 EAST  
SALT LANE BRIDGE AND PERMANENT  
FOUND 5.0' SLOPE OF BRIDGE CAP  
GOOD CONDITION, 4" ABOVE GRADE  
DETAIL "B"

NORTH QUARTER CORNER SECTION  
TOWNSHIP 7 NORTH, RANGE 2 EAST  
SALT LANE BRIDGE AND PERMANENT  
FOUND 5.0' SLOPE OF BRIDGE CAP  
GOOD CONDITION, 4" ABOVE GRADE  
DETAIL "C"



- LEGEND**
- BOUNDARY LINE
  - SECTION LINE
  - ADJACENT DEED LINES
  - RIGHT-OF-WAY LINE
  - ROAD CENTERLINE
  - BUILDING ENVELOPE AND DRAINAGE EASEMENT
  - SECTION CORNER AS NOTED
  - SET CL MONUMENT
  - FOUND CL MONUMENT
  - SET NOS 2 2" LONG REBAR WITH PLASTIC CAP STOPPED TALISMAN



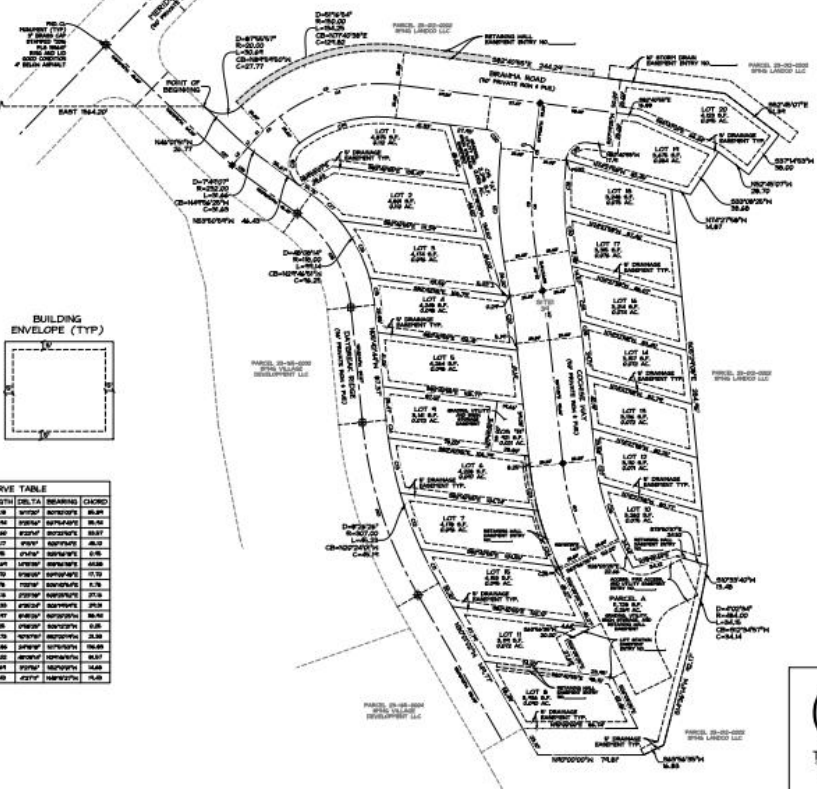
CURVE TABLE				
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C2	100.00	50.00	90.00°	270.00°
C3	100.00	50.00	90.00°	270.00°
C4	100.00	50.00	90.00°	270.00°
C5	100.00	50.00	90.00°	270.00°
C6	100.00	50.00	90.00°	270.00°
C7	100.00	50.00	90.00°	270.00°
C8	100.00	50.00	90.00°	270.00°
C9	100.00	50.00	90.00°	270.00°
C10	100.00	50.00	90.00°	270.00°
C11	100.00	50.00	90.00°	270.00°
C12	100.00	50.00	90.00°	270.00°
C13	100.00	50.00	90.00°	270.00°
C14	100.00	50.00	90.00°	270.00°
C15	100.00	50.00	90.00°	270.00°
C16	100.00	50.00	90.00°	270.00°
C17	100.00	50.00	90.00°	270.00°
C18	100.00	50.00	90.00°	270.00°
C19	100.00	50.00	90.00°	270.00°
C20	100.00	50.00	90.00°	270.00°

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C21	100.00	50.00	90.00°	270.00°
C22	100.00	50.00	90.00°	270.00°
C23	100.00	50.00	90.00°	270.00°
C24	100.00	50.00	90.00°	270.00°
C25	100.00	50.00	90.00°	270.00°
C26	100.00	50.00	90.00°	270.00°
C27	100.00	50.00	90.00°	270.00°
C28	100.00	50.00	90.00°	270.00°
C29	100.00	50.00	90.00°	270.00°
C30	100.00	50.00	90.00°	270.00°
C31	100.00	50.00	90.00°	270.00°
C32	100.00	50.00	90.00°	270.00°
C33	100.00	50.00	90.00°	270.00°
C34	100.00	50.00	90.00°	270.00°
C35	100.00	50.00	90.00°	270.00°
C36	100.00	50.00	90.00°	270.00°
C37	100.00	50.00	90.00°	270.00°
C38	100.00	50.00	90.00°	270.00°
C39	100.00	50.00	90.00°	270.00°
C40	100.00	50.00	90.00°	270.00°

SMHG PHASE I, LLC  
3423 N. WOLF CREEK DR.  
EDEN, UT 84310

# VILLAGE NEST EAST 2025 VACATING AND REPLACING VILLAGE NESTS EAST AT PINDER MOUNTAIN - PRUD

LOCATED IN THE NORTHEAST QUARTER SECTION 8,  
TOWNSHIP 7 NORTH, RANGE 2 EAST,  
SALT LAKE BASIN AND PERMANENT  
HEBER COUNTY, UTAH  
JUNE 2025



Sheet 2 of 2

**TALISMAN**  
SURVEYING & MAPPING  
1000 S. 1000 E. SUITE 100  
EDEN, UT 84310  
(801) 424-1000

RECORDED &  
STATE OF UTAH, COUNTY OF HERRING,  
RECORDED AND FILED AT THE  
COUNTY CLERK'S OFFICE  
DATE: \_\_\_\_\_ TYPE: \_\_\_\_\_  
BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FILE # \_\_\_\_\_  
HEBER COUNTY RECORDS



April 17, 2023

Weber County Planning,

On May 3, 2013, Powder Mountain Water and Sewer issued a Will Serve Letter for 154 planned units for Summit Mountain Holding Group. Out of those 154, there are 20 lots in Village Nests subdivision. The developer is proposing a reconfiguration of the subdivision and maintaining the same number of lots. The district would like to submit this letter stating that the Will Serve is still valid. If you have any questions, please call Roy Watts at 801-510-2093.

Sincerely,

A handwritten signature in blue ink that reads "Carrie Zenger".

Carrie Zenger  
District Clerk



## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

<b>Agenda Item:</b>	A request from Nordic Village Venture for preliminary subdivision approval of Nordic Village Phase 1B Subdivision, a 23-lot subdivision located in the Form-Based (FB) Zone at approximately 3567 Nordic Village Way, Eden, UT, 84310.
<b>Agenda Date:</b>	August 26, 2025
<b>Applicant:</b>	Nordic Village Venture, Ryan Christofferson (Authorized Representative)
<b>File Number:</b>	UVN062425

#### Property Information

<b>Approximate Address:</b>	3567 Nordic Valley Way, Eden UT 84310
<b>Project Area:</b>	16.13 acres
<b>Zoning:</b>	FB
<b>Existing Land Use:</b>	Recreation Resort
<b>Proposed Land Use:</b>	Residential
<b>Parcel ID:</b>	22-023-0172, 22-023-0173

#### Adjacent Land Use

<b>North:</b>	Vacant	<b>South:</b>	Nordic Ski Resort
<b>East:</b>	Nordic Valley Way	<b>West:</b>	Recreational/Camp Ground

#### Staff Information

<b>Report Presenter:</b>	Tammy Aydelotte <a href="mailto:taydelotte@webercountyutah.gov">taydelotte@webercountyutah.gov</a> 801-399-8794
--------------------------	---

### Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Section 7, Definitions
- Title 104, Chapter 22, Form-Based Zone FB
- Title 106, Subdivisions, Chapter 1-8 as applicable

### Background and Summary

This application was accepted for review on June 24, 2025. This 23-lot subdivision includes a 50' wide private right-of-way, ski easements, utility easements, and a road stub to the subdivision boundary to the north. (Harmony Ranch Subdivision). There is also an access and utility easement stubbed to the western boundary of this development. All concerns with Weber Fire District and Weber County Engineering shall be addressed prior to applying for final approval.

### Analysis

**General Plan:** The Form Based zoning and village areas were adopted to implement the Commercial Development chapter of the 2016 Ogden Valley General Plan.

**Zoning:** The subject property is located in the FB Zone. Sec 104-22-1 provides the following purpose and intent for the zone:

*The purpose and intent of the Form-Based 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:*

- Implements the general plan. 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.*
- Creates street regulating plans. 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.*

This development is not located along a public street shown on the Nordic Valley Area Street Regulating Plan. This proposed subdivision is under the recorded zoning development agreement recorded 3/14/2023. This area is part of Parcel 1 in the recorded development agreement (see page 36, Exhibit B of the recorded development agreement). This parcel shares 537 development rights with parcels 2, and 5 thru 15 (see 5.2.1.3 – page 8 – of the recorded development agreement). The developer is proposing to plat 23 of these development rights.

Culinary Water, Sanitary Sewer, and Secondary Water: Nordic Valley Sewer Improvement District (NVSID) has provided a will-serve letter for culinary and wastewater services. Per 8.4.2 in the recorded development agreement (page 13), “*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.*”

Prior to applying for final approval, the develop shall provide engineered improvement plans to the County, and have them approved by Weber County Engineering.

Sensitive Lands: The subject property is in a geologic hazards area, and a preliminary report has been submitted. A project-specific, final report is required with application for final approval. All recommendations outlined in these reports shall be followed with commencement with installation of improvements and any vertical construction.

Review Agencies: The Weber County Engineering Division Weber Fire District have reviewed the proposal. Prior to applying for final approval, all review agencies preliminary comments will need to be addressed.

## Staff Recommendation

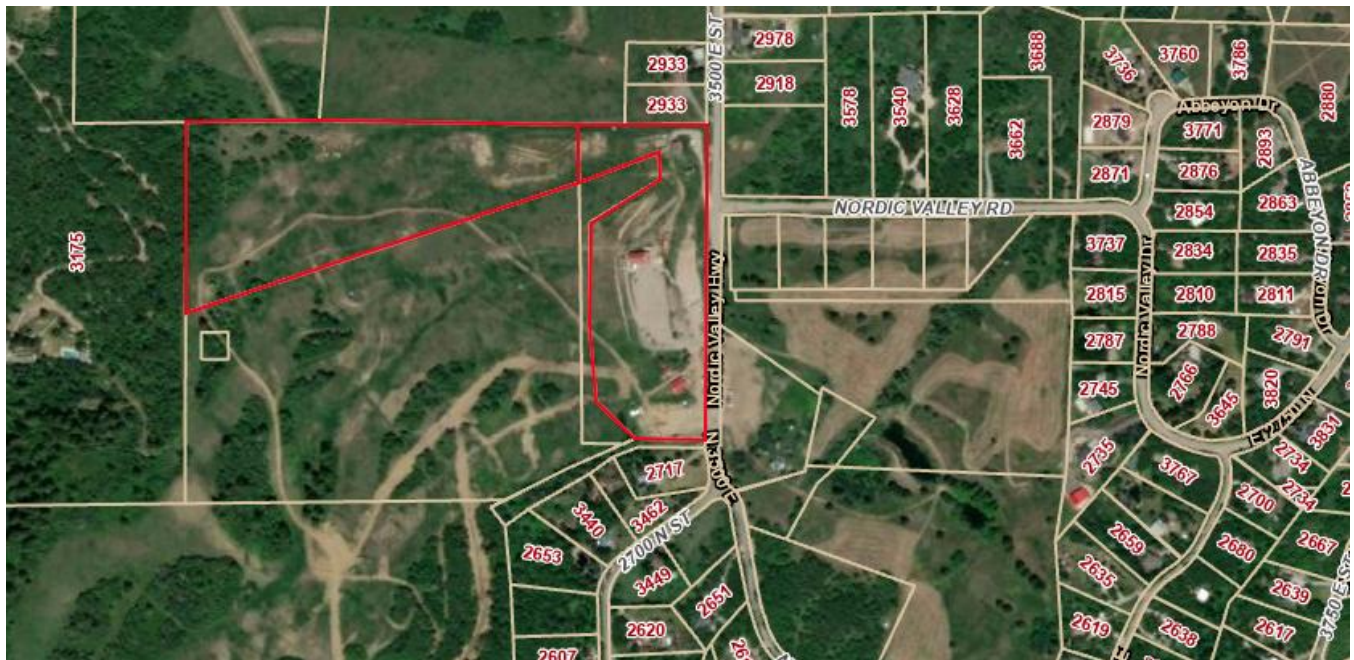
Staff recommends preliminary approval of Nordic Village Phase 1B Subdivision, consisting of 23 lots, located at approximately 3567 Nordic Valley Way, in the Form-Based (FB) Zone. This recommendation for approval is subject to all applicable review agency requirements, and is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with all previous approvals and the applicable County ordinances.

## Exhibits

- A. Application
- B. Will-serve Letter
- C. Final Plat

## Location Map 1





## Exhibit A - Application

### Nordic Village Ph 1B Preliminary Subdivision (Christofferson-Ryan)

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

**Address:** 3567 Nordic Valley Way, Eden, UT, 84310  
**Maps:** [County Map](#), [Google Maps](#)  
**Project Type:** Subdivisions  
**Sub Type:** Preliminary Subdivision  
**Created By:** [Eric Langvardt](#)  
**Created On:** 2/5/2025

**Project Status:** Accepted  
**Status Date:** 6/24/2025  
**File Number:** LVN062425  
**Project Manager:** [Tammy Aydelotte](#)

[Application](#)[Documents](#) 20[Comments](#) 7[Reviews](#) 6[Followers](#) 21[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

### Application

[+ Add Building](#)[+ Add Parcel](#)[+ Add a Contractor](#)[✎ Edit Application](#)[Print](#)[Building Permit](#)

#### Project Description

A 23 lot subdivision (Phase 1B) located at the north boundary of the Nordic Valley property.

Property Address	3567 Nordic Valley Way Eden, UT, 84310
Property Owner	Ryan Christofferson 801-889-2683 <a href="mailto:rchristofferson@clydecapitalgroup.com">rchristofferson@clydecapitalgroup.com</a>
Representative	eric langvardt 801-505-8090 <a href="mailto:eric@langvardtdesigngroup.com">eric@langvardtdesigngroup.com</a>

Accessory Dwelling Unit	False
Current Zoning	N/A
Subdivision Name	Nordic Phase 1B
Number of new lots being created	23
Number of lots affected	0
Number of lots approved	0
Lot Number	
Lot Size	
Frontage	
Culinary Water Authority	Not Applicable
Secondary Water Provider	Not Applicable
Sanitary Sewer Authority	Not Applicable
Nearest Hydrant Address	Intersection of Nordic Valley Way and Nordic Valley Road
Signed By	Representative, eric langvardt

## Exhibit B – Will-Serve Letter

Nordic Valley Sewer Improvement District (NVSID)  
Will-Serve Letter Regarding Retail Water and Wastewater Sewer Service

To Whom It May Concern,

The Nordic Valley Sewer Improvement District (NVSID) is pleased to acknowledge receipt of the request from the Nordic Village Public Infrastructure District Nos. 1–3 (the "PIDs") for NVSID to assume ownership, operation, and maintenance of certain culinary water and sanitary sewer improvements and facilities (collectively, the "Improvements") in connection with the existing and planned development surrounding the Nordic Valley Ski Resort, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the "Resort").

This Will-Serve Letter confirms that, subject to the conditions and requirements below, NVSID will provide retail culinary water and wastewater sewer service to the project area served by the PIDs and the Resort. The commitment to provide these services includes both operation of completed infrastructure and delivery of retail-level utility service directly to end users within the project area.

1. Description of Improvements:

Sewer Infrastructure: Sanitary sewer collection lines, treatment facilities, and associated land or easements as specified in the Preliminary Engineering Report prepared by Aqua Engineering.

Water Infrastructure: Potable water wells, transmission lines, storage tanks, distribution lines, and related land or easements as specified in the Nordic Village Water Master Plan prepared by Horrocks Engineering.

2. Conditions for Acceptance:

All Improvements must be completed in full compliance with NVSID's permitting requirements.

Construction must conform to NVSID's standards, specifications, and applicable local, state, and federal regulations.

All applicable fees associated with the Improvements must be paid in full prior to dedication.

3. Developer and PID Responsibilities:

The PIDs and/or the Resort shall bear responsibility for the design, funding, construction, and permitting of the Improvements.

All infrastructure must be inspected and approved by NVSID prior to dedication and activation of services.

4. Provision of Retail Utility Services:

Subject to the satisfactory completion and dedication of Improvements, NVSID will provide ongoing retail culinary water service and wastewater sewer service to users within the project area.

NVSID will bill and collect fees directly from end users in accordance with its adopted rate structure and service policies.

5. No Obligation to Construct:

This letter does not obligate the PIDs or the Resort to construct any Improvements unless required under a separate written agreement with NVSID.

6. Validity and Terms:

This Will-Serve Letter is valid for twelve (12) months from the date of issuance and is contingent upon compliance with all listed conditions.

Failure to meet these requirements may result in withdrawal or revocation of this commitment.

7. Confirmation of Retail Water Service Authority:

NVSID's authority to provide culinary water service authority resides in two specific actions: 1) NVSID affirms that on October 4, 2024, in a public meeting of the NVSID board of trustees, the board unanimously approved culinary water delivery as a district service. 2) On November 11, 2024 and again on May 19, 2025, in public meetings of the NVSID board of trustees, the board unanimously approved Resolutions amending the district bylaws to include culinary water service delivery under the authority of U.C.A. § 17B-1-202(1)(a)(xiii) and (8).<sup>1</sup> In terms of regulatory authority, the Utah Division of Drinking Water reviewed and approved the plans for Well #1 equipping, the Nordic Valley Water Tank, and the Nordic Valley Transmission Line, submitted by Horrocks Engineering on April 26, 2024.


The Division granted Plan Approval for drilling Well #1 on February 22, 2023.

Although the well was originally drilled under the Eden Crossing system (UTAH29132, File #13247, WS003), the Division of Drinking Water has issued its approval of the water system in the name of the Nordic Village Water District,<sup>2</sup> and the well will be equipped and operated under this new system.

This regulatory approval and system transfer confirm NVSID's authority and capacity to deliver retail water service within the project area.

Please feel free to contact us with any questions or requests for further documentation.

Sincerely,

 20 May 2025

Rob Behunin  
Chair, Board of Trustees  
Nordic Valley Sewer Improvement District

<sup>1</sup> U.C.A. § 17B-1-202(8) provides: [a] special district created before May 10, 2011, authorized to provide culinary, irrigation, sewage, or storm water services described in Subsection (1)(a)(xiii) [storm, flood, sewage, irrigation and culinary water, whether the system is operated on a wholesale or retail level or both] on or after May 10, 2010."

<sup>2</sup> A technical correction (change of name on records of DDW; registration of a "DBA" by NVSID, etc.) may be needed correctly to identify the transferee/grantee as the Nordic Valley Sewer Improvement District.











# Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZDA2025-04, A request from Kirk Langford for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to allow for phased/an exemption of installation of certain infrastructure for a future three-lot subdivision, located at 6210 E 2300 N, Eden, UT, 84310 in the AV-3 Zone.

**Agenda Date:** August 26, 2025

**Applicant:** KIRK LANGFORD

**File Number:** ZDA2025-04

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/23037>

### Property Information

**Approximate Address:** 6210 E 2300 N Eden UT 84310

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

### Adjacent Land Use

<b>North:</b>	Agricultural	<b>South:</b>	Agricultural
<b>East:</b>	Agricultural	<b>West:</b>	Agricultural

### Staff Information

**Report Presenter:** Tammy Aydelotte  
taydelotte@webercountyutah.gov  
801-399-8794

**Report Reviewer:** CE

## Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.  
§Title 104, Chapter 2 Agricultural AV-3) 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

Purpose of Request:

To allow for subdivision approval and recordation without the typical required connectivity standards, timelines for installation or bonding of subdivision infrastructure, as well as to preserve current density rights (approximately 13) for future development opportunities, on 40 acres.

## Policy Analysis

Key Points:

1. Mr. Langford is asking for a 15' wide travel surface within a 24' easement/right-of-way with a fire turnaround at the end of the access easement. Street widths typically required by the County are minimum of 60', as required by Planning and Engineering. In addition, County Ordinance allows, in certain cases, for a shared private lane (§ Title106-2-2.030) requires and a minimum 24-foot wide right-of-way with a minimum of 20-feet of improved travel surface (hard-surface).

Instead of following either current ordinance (street standards, or shared private lane), the Mr. Langford is proposing a 15' wide dirt road access, both from the existing pavement (2300 North Street), as well as running north/south

within a proposed future three-lot subdivision, where the County would typically require connection to potential future development.

2. Mr. Langford is asking for water suppression systems (individual sprinkler systems for each home) within his future subdivision, instead of providing a fire hydrant plan. **Weber Fire is only requiring individual fire suppression systems, for the first three lots of the future subdivision only. Any future development will be subject to Fire standards in place at the time of application.**

3. Mr. Langford is offering a 60-foot wide access easement along the southern boundary of parcel 22-049-0004, and roadway dedication along the southern boundary of parcel 22-049-0005 with the first subdivision plat. Mr. Langford acknowledges that when development occurs with the 31-acre parcel (22-049-0004), roadway dedication to the east may be required. **This offering is what would be required with a subdivision approval per County Ordinance (§ Title106-2-2.010), however, the required dedication would be proportionate to what the anticipated impact would be for a 2-3 lot subdivision (likely contained within the boundaries of parcel 22-049-0005, the nine-acre parcel) “The standard method of ensuring ease of access, efficient mobility, reduced response time for first responders, effective emergency management, strong neighborhood relationships through interconnectivity, and a more equitable means of access to community opportunities, is by requiring Public Streets and Public Street connectivity at the time new development is proposed. As such, the default requirement for each subdivision Lot is to provide Lot Frontage on a street dedicated to the County as a public right-of-way and thoroughfare.**

**1. Public Street dedication. Each street in a subdivision shall be dedicated to the county as a Public Street, except when a Private Street is allowed or required as provided in this Section 106-2-2.**

**2. Standard street cross-sections. All proposed Public Streets shall conform to the county street cross-section standards, unless explicitly specified otherwise.”**

4. Lot Development – Applicant is not asking for a rezone of his property. He is proposing to preserve open space by developing minimum 3-acre parcels. **Per Weber County § Title104-2-5, the minimum area for lots in the AV-3 zone is 3 acres. Applicant is proposing to meet minimum standards for the AV-3 Zone.**

5. Zoning Implications – The property zoning is not proposed to change from Agricultural Valley (AV-3).

## **Planning Commission Considerations**

The proposed development agreement amendment is attached to this report as Exhibit A.

After reviewing the proposal within the constraints of existing development agreement and Weber County Ordinance, it is staff's opinion that this proposed amendment may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding resort development in the Form-Based Zone,. Staff is presenting analysis of the proposal, with possible conflicts in existing ordinance. This analysis is offered with the following considerations:

1. Staff's comments, suggestions, and edits regarding the DA should be more fully addressed prior to county commission approval.
2. Consider limiting the development agreement to the proposed three-lot subdivision, such that if the subject parcels are divided beyond the suggested three lots, then the recorded development agreement no longer applies and ordinance in place at the time of development shall apply.

Staff's analysis is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
2. The proposed changes is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

## **Model Motions**

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 #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

*Example findings:*

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

#### **Motion for positive recommendation with changes:**

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections**:

*Example of ways to format a motion with changes:*

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

I do so with the following findings:

*Example findings:*

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

#### **Motion to recommend denial:**

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310. **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: Narrative from Applicant

Exhibit B: Applicant-Written Development Agreement

Exhibit C: Applicant Edits to Staff-Written Development Agreement



Area Map





## Exhibit A – Narrative from Applicant

February 8, 2024

David Reed  
Weber Fire District  
Deputy Chief / Fire Marshal  
2023 West 1300 North  
Far West, UT 84404

Sean Wilkinson  
Director, Weber County Community Development,  
Rick Grover  
Planning Director, Weber County Planning,  
Charles Ewert  
Principal Planner, Weber County Planning,  
Chad Meyerhoffer  
Project Manager, Weber County Public Works  
Weber Center  
2380 Washington Blvd.  
Ogden, UT 84401

Dear Gentlemen:

Subject: Our Accommodation, Terms and Conditions, and Agreement Meeting on  
December 18, 2023

I hope this letter finds you well. This letter serves to provide the summary of the accommodation terms and conditions for the Langford 3 lot, 3-acre subdivision agreement as discussed and reached in our December 18, 2023, meeting. The project location is at approximately 6200 East 2300 North, Eden Utah 84310, on APN: 22-049-0005. See attached in the email the Langford 3-lot, 3-acre draft plan as of February 8, 2024. Hansen & Associates Inc. is currently working on the final plan.

I have done my best and relied on my notes and our discussion to capture each of the terms and conditions we all agreed to in our meeting for the 3-lot, 3-acre subdivision approval upon completion of all the requirements listed herein. Please.... if I have missed or omitted something, or if my summary needs corrections or edits.... thank you in advance for following up with your input to the group included in this letter and email as soon as possible. We have moved ahead on many of these terms and conditions and made significant financial commitments to date: such as surveys, civil engineering, septic, Weber Basin Conservancy water right share purchases, and with the state of Utah for a well drilling permit. Purchasing water rights and especially hiring a contractor to drill a well upfront prior to subdivision approval are very significant non-refundable financial commitments. We will begin the other physical improvements in the spring as soon as the weather permits.

1. Access from Existing Unpaved Road: The development allows for access to the future subdivision from the existing unpaved road, starting from the pavement termination cul-de-sac turnaround on 2300 North and extending to approximately 6200 E.
2. Road Widening: To ensure the safety and accessibility of emergency services, the road will be widened with turnouts approximately every 200 feet to a width of 20 feet. This will allow two firetrucks to pass each other with ample space between them in a potential fire event where trucks will be passing each other hauling water.
3. Gravel Drive Construction: At approximately 6200 E., a gravel drive measuring 12 to 15 feet wide will be constructed south and north to the middle lot and homesite for our nephew. I referred, refer to this first lot development for our heir in our meeting and under these terms and conditions as "Phase 1." The drive access will transact over a 24-foot road and utility easement, the easement width called out in the current ordinance.
4. Our nephew's home that will be built on the middle lot, during Phase 1, shall be designed and constructed with a fire suppression system in the livable areas.
5. Phase 2 Unpaved Drive Access: if or when the other two lots are developed the access drive width south to north will be widened to 20 feet, as called out in the existing ordinance across the 24-foot road and utility easement.
6. Phase 2 Fire Suppression: fire suppression will be required if, or when, other homes are built in Phase 2 under the terms and conditions outlined herein.
7. Curved Hammerhead Turnaround: At the "T" entrance of the south-to-north drive access, and the main unimproved road, a curved hammerhead turnaround will be created to smooth the "T" out at their junction. It pretty much already exists now, but we will fill in east and west of the north drive access and west and east road to smooth out a hammer head turnaround radius to accommodate a larger vehicles and vehicles with trailers.
8. Load Capacity of Unpaved Road: The existing road is constructed and compacted and supports a load weight capacity of 80,000 pounds and more. Empirically, in all weather conditions, the road has demonstrated its ability over the last 35+ years to carry this weight load and more. The turnouts shall also be constructed to carry 80,000 pounds and more.
9. Road Plat Notes for Home Construction Approval for Plates with Right of Way Easements West of Langford Parcels: plat notes or equivalent notations stating the requirement for the widening of the existing dirt road to 20 feet and 80,000 pounds capacity before permits can be issued for home construction. Additionally, the waterline shall be extended, and hydrant placements added from the termination of the existing paved road east on the unpaved road on 2300 N. up to the west edge Langford parcels APN: 22-049-005 and APN: 22-049-0004.

10. In the event the Bar B Ranch east of the Langford Farm should need access for a sub-division in the future, this agreement will stipulate to allow a 60-foot road and utility easement beginning on the section marker on the east property boundary and southern property boundary, 60 feet north, continuing west along the southern property line of APN: 22-049-0004 to the western property line of APN: 22-049-0005. This condition and agreement is not binding to help pay for an improved road unless APN: 22-049-0004 and APN:22-049-005 are sub-divided with full entitlements gaining full rights, including ingress and egress from said improved road, which is not our desire or plan at this time.

11. Proof of water rights and proof of wet water (a well drilled prior to sub-division approval producing wet water is required per Rick and Charlie as of the date of our meeting) are required prior to approval of this 3-lot, 3-acre subdivision under the terms and conditions listed herein.

12. Approval of the type of septic tank needed by the Weber/Morgan Health department will be a condition of this 3-lot, 3-acre subdivision.

13. Other water drainage easements, well easements, and secondary irrigation ditch access easements will be included and recorded on the final subdivision plat.

I would like to express my sincere appreciation for your cooperation and assistance in accommodating these requirements. It is of utmost importance to us to be able to build a home for our heir(s) on this property, in part so we can keep our farm from being subdivided in its entirety. It is my deep desire and plan to keep this a working farm for future generations. We are committed to keeping the footprint of this development on the land as unobtrusive as possible, while ensuring the safety, accessibility, and the overall quality and success of this project.

Please do not hesitate to reach out to me if you have any further questions or require additional information. Thank you for your cooperation and attention to this matter.

Best regards,

Kirk Langford  
Box 600  
Eden, Utah 84310  
801.243.5412  
[Klangford1@gmail.com](mailto:Klangford1@gmail.com)

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

Weber County a political subdivision of the State of Utah, with its principal office located at 2380 Washington Blvd, Ogden, Utah 84401.

AND

Kirk S. Langford located at 6210 East 2300 North, Eden, Utah 84310.

## RECITALS

WHEREAS, the Developer proposes to construct and develop the project known as "Black Horse Subdivision" on a 9.23 acre parcel. The development will be a low impact, light footprint, 3 lot subdivision, with all lots being slightly over 3 acres. The development is located on the Langford Farm at approximately 6200 East 2300 North, Eden, Utah 84310.

WHEREAS, the County and the Developer believe that the development of this project on a 9.23 acre parcel of a 40 acre farm conforms to the Ogden Valley General Plan and with the requirements accompanying the AV- 3 Zone in which this project is located. It serves the public interest because it is a low impact small agricultural preservation and protection development within the County that will help protect local farming and the farming infrastructure while also providing open space. The development design will help reduce overall density in Ogden Valley and will contribute to offsetting the associated environmental and economic impacts associated with smaller lots and higher density. The larger rural 3 acre lots, contiguous to the 31 acre working farm and owner's home will continue to provide critical wildlife habitat, natural ground water recharge and spring runoff drainage. Additionally, another important contribution to the community is that the developer will agree to dedicate and contribute a 60' right of way on the south end of the property through both the 9 acre parcel and the 31 acre parcel, subject to the approval of this agreement and the recording of the Black Horse subdivision, to provide future ingress and egress access to the Browning Ranch should the ranch owners decide at a future point in time to subdivide their property and to develop and wholly fund the infrastructure needed on the easement.

WHEREAS, the County and Developer wish to set forth the terms and conditions under which the Project will be developed.

## AGREEMENT

### 1. DESCRIPTION OF THE PROJECT

The Project consists of a 9.23 acre parcel (22 – 049 – 0005). The northern part of the slightly sloping nearly level parcel has proximity to the southern foot of the mountain above and is contiguous to the southern boundary of the Elkhorn Ranch (22 – 049 – 0001). To the east, the development parcel is contiguous to the larger 31 acre working Langford Farm (22 – 049 – 0004), which is also contiguous to the southern side of the Elkhorn Ranch. The Langford Farm's eastern boundary is contiguous to the western boundary of Browning's Bar B Ranch (22 – 052 – 0014).



The development has 3 lots. Lot 1, Red Hawk is 3.08 acres, Lot 2, Golden Eagle is 3.07 acres, and Lot 3, Osprey is 3.07 acres.

## 2. DEVELOPMENT APPROVAL

The Developer shall obtain all necessary permits and approvals from the County prior to commencing construction of the Project. The Developer agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances.

## 3. FINANCIAL OBLIGATIONS

The Developer agrees to pay all applicable fees associated with and specific to the Project, including but not limited to, building permits, inspection fees, and impact fees as determined by the County.

## 4. INFRASTRUCTURE AND IMPROVEMENTS

The Developer shall be responsible for all infrastructure and improvement requirements included in the applications filed with Weber County Planning, Weber / Morgan Health and with provisions set forth in this Development Agreement: "and additionally, will be in accordance with agreements described and clarified with other regulatory agencies and departments included in a letter of agreement between the county and the developer – labeled Addendum A."

## 5. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah.

## 6. MISCELLANEOUS

a. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or discussions.

b. Amendments: This Agreement may be amended only in writing signed by both parties.

c. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement as of the day and year first above written.

COUNTY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DEVELOPER:

By: \_\_\_\_\_  
Name: Kirk S. Langford  
Title: Owner  
Date: \_\_\_\_\_

## Exhibit C – Applicant Edits to Staff-Written Development Agreement

See Following pages.

Draft – For Discussion Purposes

WHEN RECORDED, RETURN TO:

Kirk S. Langford  
P.O. Box 600  
6210 East 2300 North  
Eden, UT 84310

DEVELOPMENT AGREEMENT FOR KIRK LANGFORD – BLACK  
HORSE SUBDIVISION

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”) by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), and KIRK LANGFORD, (“Developer”), and made effective as of the Effective

Date (defined below).

## RECITALS

A. Developer owns approximately 40.00 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A

B. The Property is presently zoned Agricultural Valley (AV-3) and is currently developed with a single residence.

C. Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plan ("Project"), as shown in Exhibit B.

D. By this Agreement, the County and Developer confirm the Property's vested entitlements for the development of the Project consistent with the zoning requirements in place at the time of this agreement. The County has determined that entering into this Agreement furthers the purposes of Utah's County Land Use, Development, and Management Act (CLUDMA), and the County's land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-27a-102(2), and which approval to enter into this Agreement constitutes a decision utilizing the County's legislative judgment and its policy making authority regarding the development of the Project.

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

## TERMS

### 1. **Incorporation of Recitals and Exhibits; Definitions.**

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

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

1.2.1 Applicable Law means the County's Vested Laws and any of the County's Future Laws that may apply as provided in Section 2.3 below.

- 1.2.2 Applicant means a person or entity submitting a Development Application.
- 1.2.3 Association means an entity that Developer may establish to operate and maintain common areas or private roads of the Project.
- 1.2.4 County Commission means the elected Weber County Commission.
- 1.2.5 County's Future Laws means the ordinances that 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 on the provisions of this Agreement.
- 1.2.6 County's Vested Laws means the ordinances of the County in effect as of the Effective Date.
- 1.2.7 Default means a material breach of this Agreement as specified herein.
- 1.2.8 Development Application means an application to the County for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.
- 1.2.9 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 17-27a-603, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.
- 1.2.10 Final Unit Count means the total number of Units within the Project, which number shall be no more than the density permitted by the Zoning.
- 1.2.11 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 1.2.12 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.
- 1.2.13 Preliminary Plan has the meaning provided in Recital C above.
- 1.2.14 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.
- 1.2.15 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.2.16 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.
- 1.2.17 Public Roadways means the public roadways identified on the Preliminary Plan that will be dedicated to the County upon completion.

1.2.18 Unit means a structure or any portion thereof designed and constructed for single family occupancy as a residence and located in one (1) or more buildings within the Project in the locations set forth on the Preliminary Plan.

1.2.1 Zoning means the zoning of the Property as further set forth in the County's Vested Laws which is Agricultural Valley AV-3.

## 2. **Vested Rights**

2.1 **Vested Rights.** To the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Preliminary Plan and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

2.2.1 County's Future Laws that Developer agrees in writing to the application thereof to the Project;

2.2.2 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 and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

2.2.4 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;

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current 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 and which are adopted pursuant to State law; and

2.2.6 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.



2.3 **Conflict between Preliminary Plan and County's Vested Laws.** The Parties agree that the Preliminary Plan attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County Vested Laws related to a Final Plat. Developer agrees that all applicable County Vested Laws shall apply to all Final Plats for the Property, and any representation in the Preliminary Plan that does not comply with County Vested Laws shall not be construed to be a waiver from County Vested Laws.

2.4 **Early Termination Right.** At any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County.

### 3. **Development of the Project.**

3.1 **Phasing; Configuration.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. ~~Under the zoning in place at the time of this agreement, the Developer is entitled to a total of no more than twelve (12) additional development rights, to be developed at a time when the Developer sees fit.~~ The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Preliminary Plan including variations to the exact locations and densities of building locations and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning.

3.2 **Roadway Improvements.** Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity within the Project and development of the Project as required by the Zoning and this Agreement. See Section 3.4, Community Benefits, for the treatment of Public Roadways. This requirement includes a north/south right-of-way that runs either along the east or west side of the approximate nine-acre parcel. The Developer shall construct the road access into Phase I, or the first residential lot, a minimum of 15' wide road within a 24' right of way, with an approved fire turnaround installed at the end of the road of the first residential lot in the subdivision. Upon the development of the remaining Phase II, the north/south road needs to be widened to a minimum of 20' and there must be an installed turnaround just beyond the northern most structure. The travel surface of this 15' or 20' wide unpaved, private shared access road as platted on the eastern boundary of the Project shall be of a material that shall meet minimum requirements as per Weber County Engineering and Weber Fire District. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

The width of the right of way for a Public Roadway, along the southern boundary of the Project is to be not less than 60' as indicated on the Preliminary/Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 **Weber Fire District Requirements.** Developer shall improve access to lots/residences in phases, per instruction from the Weber Fire District.

3.3.1 Prior to issuance of the first building permit in the Black Horse subdivision, Weber Fire District requires the following:

- The dirt road from cul-de-sac on 2300 N. to the subdivision entrance shall have approved fire turnouts installed every 200' to a width of 20'.
- An approved fire turnaround shall be installed at the end of the road (2300 North), near the entrance to the subdivision.
- The road access into Phase I, or the first residential lot, shall be a minimum of 15' wide with an approved fire turnaround installed at the end of the road in the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.

- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.3.2 Any future Phases or additional residences built in the Project shall require the following::

- The dirt road from the cul-de-sac on 2300 North to the subdivision, and all roads within the subdivision, shall be widened to a minimum of 20'.
- Approved fire turnarounds shall be installed at the end roads within the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.4 **Community Benefits.** In consideration for receipt of the benefits offered by this Agreement, Developer hereby volunteers to dedicate a public 60' right-of-way along the southern boundary of the subject property within the proposed subdivision, to the easternmost extent. This right-of-way shall be dedicated at recording of the first plat. The developer further agrees to dedicate a public access easement continuing eastward to the furthestmost extent of the adjacent parcel. Improvements shall be installed in accordance with County standards at a time when development beyond at the development referenced in this Agreement (Exhibit B) warrants. Therefore, development of this Project will not cause the Public Roadway to be constructed. Developer agrees that this is a contribution offered of the Developer's own free will as part of the consideration for this Agreement, which is a voluntary development choice made by Developer. As such, Developer agrees that this contribution is not an exaction imposed by the County or any other entity. Developer agrees to dedicate this right-of-way with the recordation of the first subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation.

4. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of fifteen (15) years ("Term").

4.1 **Meet and Confer regarding Development Application Denials.** Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

4.2 **County Denial of a Development Application.** If the County denies a Development Application the County shall provide the Applicant with 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 Agreement, the Preliminary Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

5. **Application Under County's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any 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. 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 Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

6. **Public Infrastructure and Utilities.**

6.1 **Construction by Developer.** 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 a Development Application. For purposes of this Agreement, Developer has no obligation to construct of cause to be constructed and installed any Public Infrastructure. Subject to Section 6.3 below Developer shall be responsible for the cost of all Public Infrastructure, which is roughly proportionate (as determined by law) to the impacts of the Project.

6.2 **Culinary Water and Sanitary Sewer Improvements.** Private well(s) and private onsite wastewater disposal systems will be utilized within the Project, and the County shall not require Developer to install a culinary water system or sanitary sewer system throughout the Project.

6.3 **County Services.** County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others in the County's unincorporated Ogden Valley area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

## 7. **Default.**

7.1 **Notice.** If Developer 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.

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

7.2.1 Specific Claim. Specify the claimed event of Default;

7.2.2 Applicable Provisions. Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

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

7.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

7.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

7.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

7.3.2 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

7.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

7.5 **Public Meeting.** Before any remedy in Section 8.3 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 County Commission regarding the claimed Default.

7.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

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

8. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

**To Developer:**

Kirk Langford  
P.O Box 600  
6210 E 2300 N  
Eden, UT 84310  
Email: klangford1@gmail.com

**With a Copy to:**

**To Weber County:**

Weber County  
2380 Washington Blvd.  
Ogden, Utah 84401  
Attention: County Commissioners

**With a Copy to:**

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

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

8.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

8.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

8.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

8.1.4 Change of Address. 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 9.1.4.

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

10. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. 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.

**11. Administrative Modifications.**

11.1 **Allowable Administrative Applications:** The following modifications to the applicability of this

Agreement may be considered and approved by the Administrator.

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

11.1.2 Minor Amendment. Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

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

11.3 **Administrator's Review of Administrative Modification**. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

11.4 **Appeal of Administrator's Denial of Administrative Modification**. If the Administrator denies any proposed Administrative Modification, or determines that the proposal does not qualify as an Administrative Modification pursuant to Sections 12.1.1 and 12.1.2, the Applicant may process the proposed Administrative Modification as a Modification Application.

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

12.1 **Who May Submit Modification Applications**. Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

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

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

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

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

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

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

12.4 **County Cooperation in Processing Modification Applications**. The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

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

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



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

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

12.7 **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

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

14. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole by Developer as provided herein.

15. **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.

16. **Severability.** If any immaterial 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. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that 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, pandemic, quarantine, 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.

18. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **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.

20. **Venue.** Any action to enforce this Agreement shall be brought only in the First District Court for the State of Utah in Weber County.

21. **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.

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

23. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.

24. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 10-9a-504 unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would

jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence.

25. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.

26. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 24, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

*[Signature Pages Follow]*

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

DEVELOPER:

KIRK LANGFORD,

Owner

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )

:ss.

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, 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

COUNTY:

Approved as to form and legality:

\_\_\_\_\_

County Attorney

Attest:

\_\_\_\_\_

Bahy  
Rahimzadegan  
County  
Recorder

**WEBER COUNTY,**  
a Utah political subdivision

By: \_\_\_\_\_  
Name: Sharon Bolos  
Its: County Commission  
Chair

**COUNTY ACKNOWLEDGMENT**

STATE OF UTAH       )  
                                  :ss.  
COUNTY OF UTAH    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared before me Gage Froerer who being by me duly sworn, did say that he is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and said Gage Froerer acknowledged to me that the County executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A

### **Legal Description of the Property**

Parcel No. 22-049-0005 Pcv

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 15.50 CHAINS WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 4.50 CHAINS; THENCE NORTH 20 CHAINS; THENCE EAST 4.50 CHAINS; THENCE SOUTH 20 CHAINS TO THE PLACE OF BEGINING. CONTAINING 9 ACRES, MORE OR LESS. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655 PAGE 1732).

**Parcel No. 22-049-0004**

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 62 RODS; THENCE NORTH 80 RODS THENCE EAST 62 RODS; THENCE SOUTH 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 31 ACRES, MORE OR LESS, IN WEBER COUNTY, UTAH. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655, PAGE 1732).



EXHIBIT B

Preliminary Plat of Project (~ 9.23 Acres Black Horse  
Subdivision



## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

<b>Application Request:</b>	File # ZDA2025-09, A request form Nordic Village Venture to approve a modification to the exhibit for their Street Regulating Plan. This is a request to amend the Nordic Valley Area Street Regulating Plan exhibit in the <b>development agreement only</b> . These changes include street cross sections and, if approved, would only apply to the Nordic development.
<b>Type of Decision:</b>	Legislative
<b>Agenda Date:</b>	Tuesday, August 26, 2025
<b>Applicant:</b>	Nordic Village Ventures, LLC
<b>File Number:</b>	ZDA 2025-09

#### Property Information

<b>Approximate Address:</b>	3567 Nordic Valley Way, Eden, UT, 84310
<b>Zoning:</b>	Form-Based (FB) Zone
<b>Existing Land Use:</b>	Vacant
<b>Proposed Land Use:</b>	Residential Development
<b>Parcel ID:</b>	22-029-0004, 22-023-0059
<b>Township, Range, Section:</b>	T7N, R2E, Section 29 & 32

#### Adjacent Land Use

<b>North:</b>	Ski Resort/Resort Development	<b>South:</b>	Ski Resort/Resort Development
<b>East:</b>	Ski Resort/Residential Development	<b>West:</b>	Nordic Valley Way

#### Staff Information

<b>Report Presenter:</b>	Tammy Aydelotte <a href="mailto:taydelotte@webercountyutah.gov">taydelotte@webercountyutah.gov</a> 801-399-8794
<b>Report Reviewer:</b>	RG

### Applicable Ordinances

- Title 104, Chapter 22 Form-Based Zone (FB)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts

### Summary and Background

3/14/2023 - Zoning Development Agreement for Nordic Village Venture, LLC is recorded

10/13/2023 – Amendment to Zoning Development Agreement for Nordic Village Venture, LLC is recorded.

In an effort to shift project density further west, Nordic Village Venture is requesting approval to amend Exhibit B, specifically the Nordic Valley Area Street Regulating Plan shown on pages 66 and 126 of the Amendment to the Zoning Development Agreement recorded 10/13/2023 (see entry # 3301522) and is seeking to include road cross sections.

Where the proposed changes are fully within the Nordic Development Area, and the applicant is not proposing to change the street type, the Planning Commission may recommend approval to the County Commission.

The proposed changes can be found in Exhibit B of this report. These changes include removal of a northern loop roadway, as well as including three east/west connections to allow for improved internal traffic circulation on the eastern side of the development area, while also including a medium lot residential street along the northern boundary of this development.

## Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Additional design standards and requirements: This project is subject to a recorded Master Development Plan Document (recorded 3/14/2023, and the First Amendment recorded 10/13/2023).

## Planning Commission Recommendation –Street Regulating Plan Exhibit Changes

The proposed development agreement amendment is attached to this report as Exhibit A.

After reviewing the proposal within the constraints of existing development agreement and Weber County Ordinance, it is staff's opinion that this proposed amendment may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding resort development in the Form-Based Zone,. Staff is presenting analysis of the proposal, with possible conflicts in existing ordinance.

Staff's analysis is offered with the following findings:

1. The proposed changes are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.

## Model Motions

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 #ZDA2025-09, request to approve a modification to the exhibit for the Street Regulating Plan. This is a request to amend the exhibit in the development agreement only. I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

*Example findings:*

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

### Motion for positive recommendation **with changes:**

I move we forward a positive recommendation to the County Commission for File #ZDA2025-09, request to approve a modification to the exhibit for the Street Regulating Plan. This is a request to amend the exhibit in the development agreement only. I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections**:

*Example of ways to format a motion with changes:*

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

I do so with the following findings:

*Example findings:*

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

### **Motion to recommend **denial**:**

I move we forward a positive recommendation to the County Commission for File #ZDA2025-09, request to approve a modification to the exhibit for the Street Regulating Plan. This is a request to amend the exhibit in the development agreement only. I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

**I do so with the following findings:**

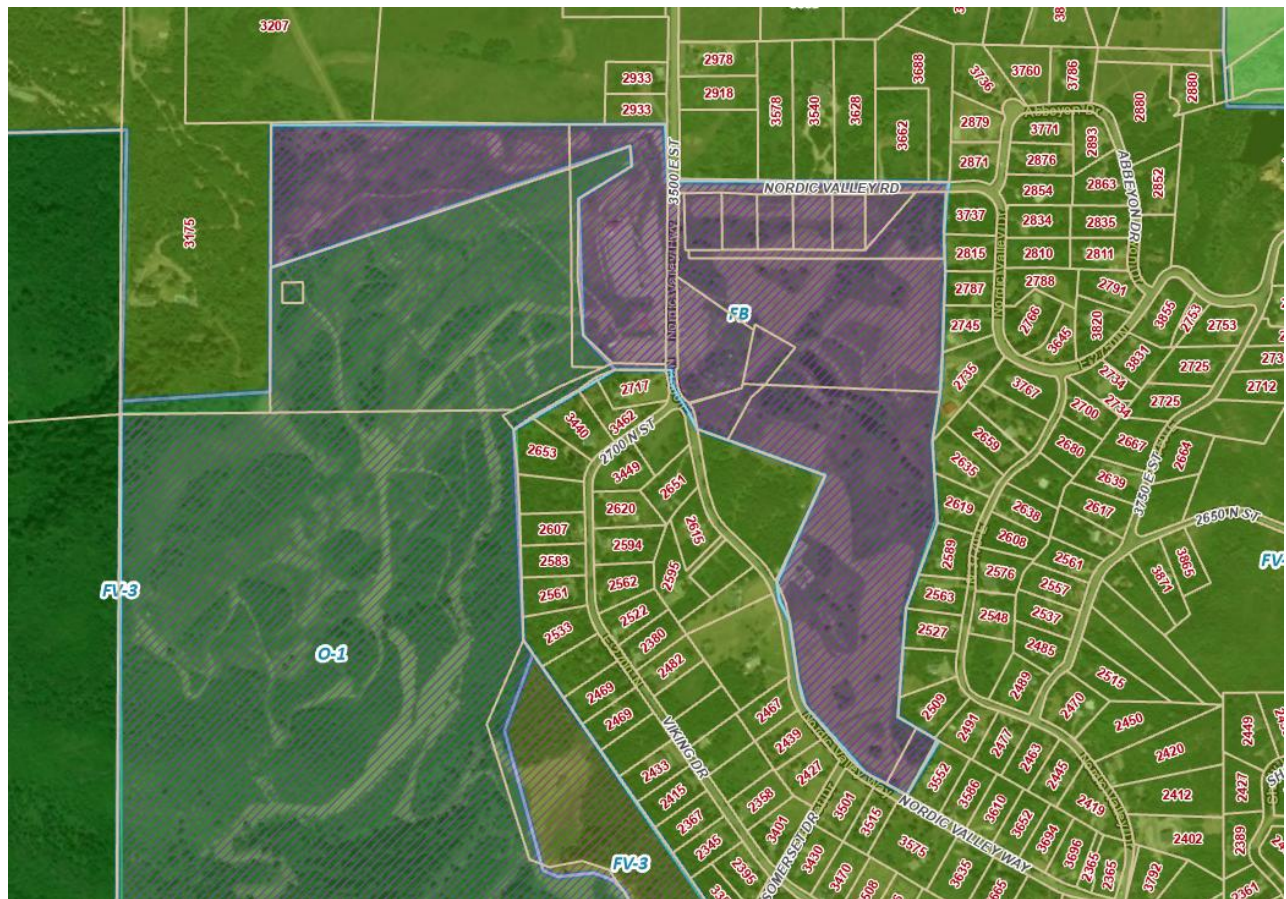
*Examples findings for denial:*

- *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**

- A. Applicant Narrative
- B. Proposed 2<sup>nd</sup> Amendment to the Zoning Development Agreement
- C. Existing and proposed changes to the Exhibit in the recorded Development Agreement
- D. Proposed Road Cross Sections

## Location Map 1





June 9, 2025

**RE: Proposed Nordic Street Regulating Plan Amendment**

Project developers are proposing to amend the street regulating plan for the Form Based Village at Nordic Village. This proposal is to relocate the small lot residential (SLR) street as shown on the PDF named Nordic Street Reg Plan – Existing, to a location as shown on the PDF named Street Reg Plan Amendment V1. Generally – this proposal places the roadway much further west within the Nordic Valley property connecting the Phase 1 round-about with Nordic Valley Way.

This proposal also adds detail to the proposed plan locating 3 new mid-block accesses for multi-family residential (MFR) streets (dashed) as well as a possible future small lot residential (SLR) street stub to the adjacent out parcel.



**SECOND AMENDMENT TO**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR NORDIC VILLAGE VENTURES LLC**

This *Second Amendment to Master Development Agreement for Nordic Village Ventures, LLC* (“**Amendment**”) is entered into by and between WEBER COUNTY, a political subdivision of the State of Utah (“**County**”) and NORDIC VILLAGE VENTURES, LLC, a Utah limited liability company (“**Master Developer**”) effective as of the date signed by all parties as indicated on the signature pages below (“**Effective Date**”).

**RECITALS**

A. The County and Master Developer entered into a *Master Development Agreement for Nordic Valley Village* on or about March 14, 2023 (“**MDA**”), with respect to the development of land located in an unincorporated area within the County’s boundaries (as more particularly described in the MDA, the “**Project**” or the “**Property**”). The Property is more particularly described on **Exhibit 1-A** attached hereto.

B. The First Amendment to the original MDA was recorded against the Property in the office of the Weber County Recorder on October 13, 2023, as Entry No. 3301522.

C. The parties now wish to make certain modifications to the MDA as set forth in this Amendment.

D. Section 14 of the MDA provides the process by which the parties may amend the MDA and the parties have complied with that process including review and recommendation by the Weber County Planning Commission and approval by the County Commissioners.

**AGREEMENT**

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Recitals**. The foregoing Recitals are incorporated into and made part of the parties’ agreement by this reference.

2. **Defined Terms**. Capitalized terms used herein, but not otherwise defined in this Amendment, shall have the meaning given to such terms in the MDA.

3. **Street Regulating Plans**. Notwithstanding any contrary provision of the MDA, including, without limitation, Exhibit B (pgs. 66 & 126) of the First Amendment to the MDA, the Street

Regulating Plan for the Nordic Village Area shall be amended to reflect changes as shown on Exhibit B of this document. Street cross-sections, for the purposes of development under this development agreement, are included for clarity.

4. Revised Exhibits. The parties agree that certain Exhibits to the MDA will be amended and restated in their entirety. Specifically, **Exhibit B** hereto contains revised versions of the following exhibit to the MDA: Exhibit B. On and after the Effective Date of this Amendment, any reference in the MDA to such exhibits shall be deemed to be referring to the revised versions attached to this Amendment.

5. Scope of Changes. Except as expressly modified by this Amendment, all terms and conditions of the MDA, shall be unchanged and shall be deemed in full force and effect. To the extent any provision of this Amendment conflicts with a provision of the MDA, the terms of this Amendment will control.

6. Binding Effect. Upon full execution by the parties, this Amendment shall be binding on the parties and their successors, heirs, and permitted assigns, and shall run with the land.

7. Counterparts. This Amendment may be executed in one or more counterparts all of which, taken together, shall constitute one and the same instrument.

8. Required Approvals. The parties acknowledge that the required approvals for this Amendment, including approval by the Weber County Planning Commission and the Weber County Commission, have been obtained after notice and public meeting when required.

*[End of Amendment. Signature Pages Follow.]*

WHEREFORE, the parties have executed this *First Amendment to Master Development Agreement for Nordic Valley Village*.

**MASTER DEVELOPER**

**NORDIC VILLAGE VENTURE, LLC**, a  
Utah limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of Weber        )

ss.

State of Utah         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_ as \_\_\_\_\_ of Nordic Village Venture,  
LLC.

\_\_\_\_\_  
Notary Public.

**OWNER**

**NORDIC VILLAGE VENTURE, LLC**, a  
Utah limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

County of \_\_\_\_\_ )  
ss.

State of Utah )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_ as \_\_\_\_\_ of Nordic Village Venture,  
LLC.

\_\_\_\_\_  
Notary Public.

**COUNTY**

**WEBER COUNTY**, a political subdivision of  
the State of Utah, through its elected County  
Commission

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk

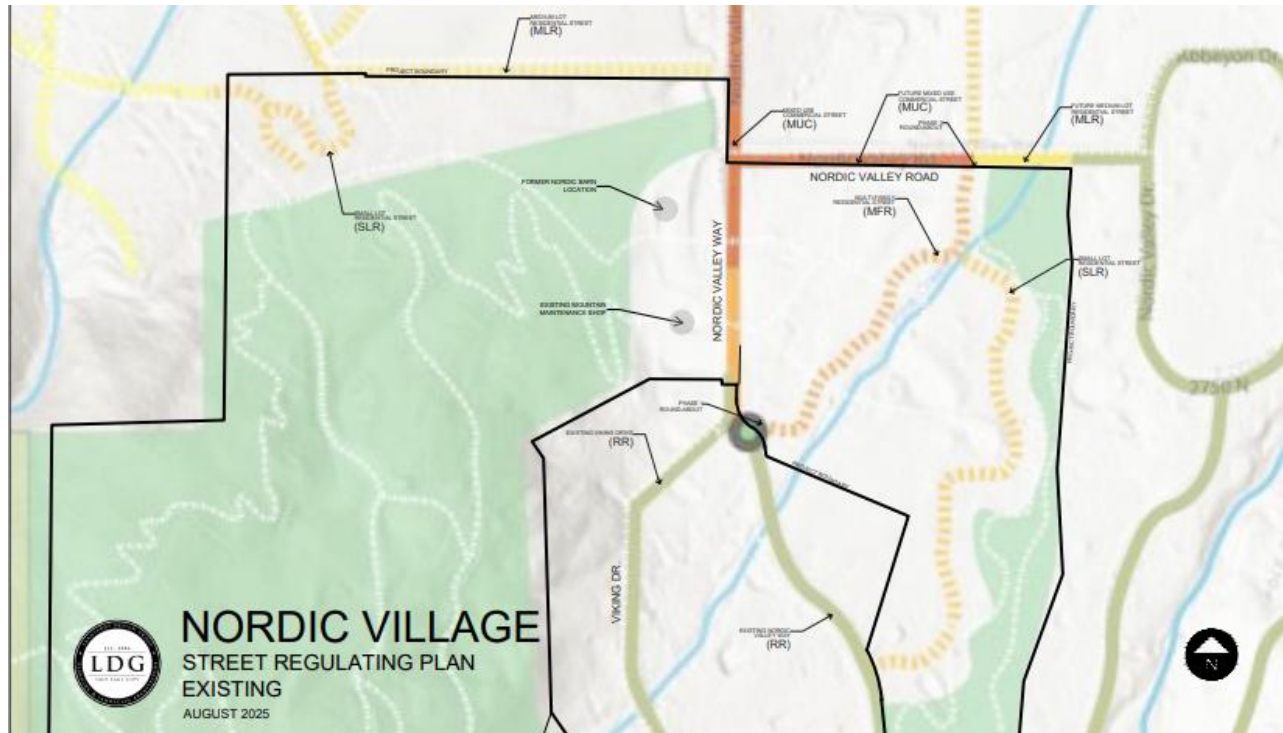
County of Weber     )  
                                  ss.  
State of Utah         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_ as a County Commission of Weber County.

\_\_\_\_\_  
Notary Public.

## Exhibit C-Existing and Proposed Changes to the Exhibit in the Recorded DA

### Existing



### Proposed

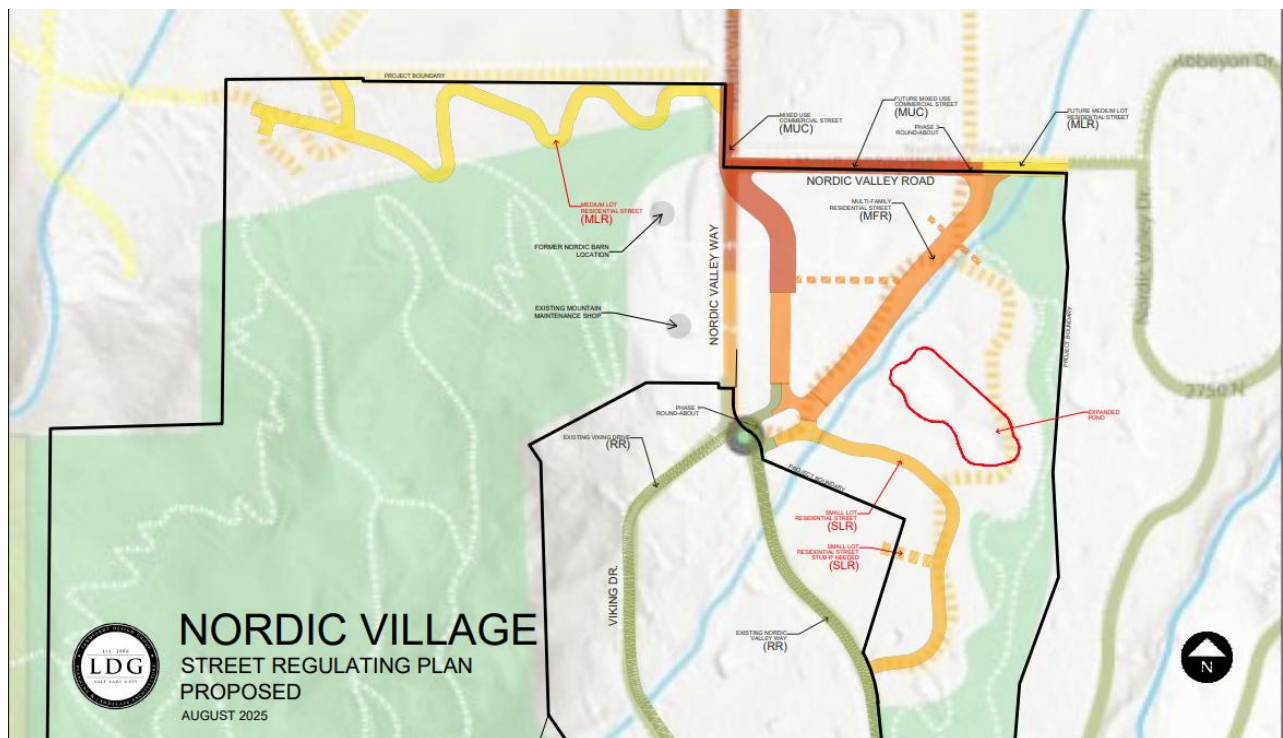
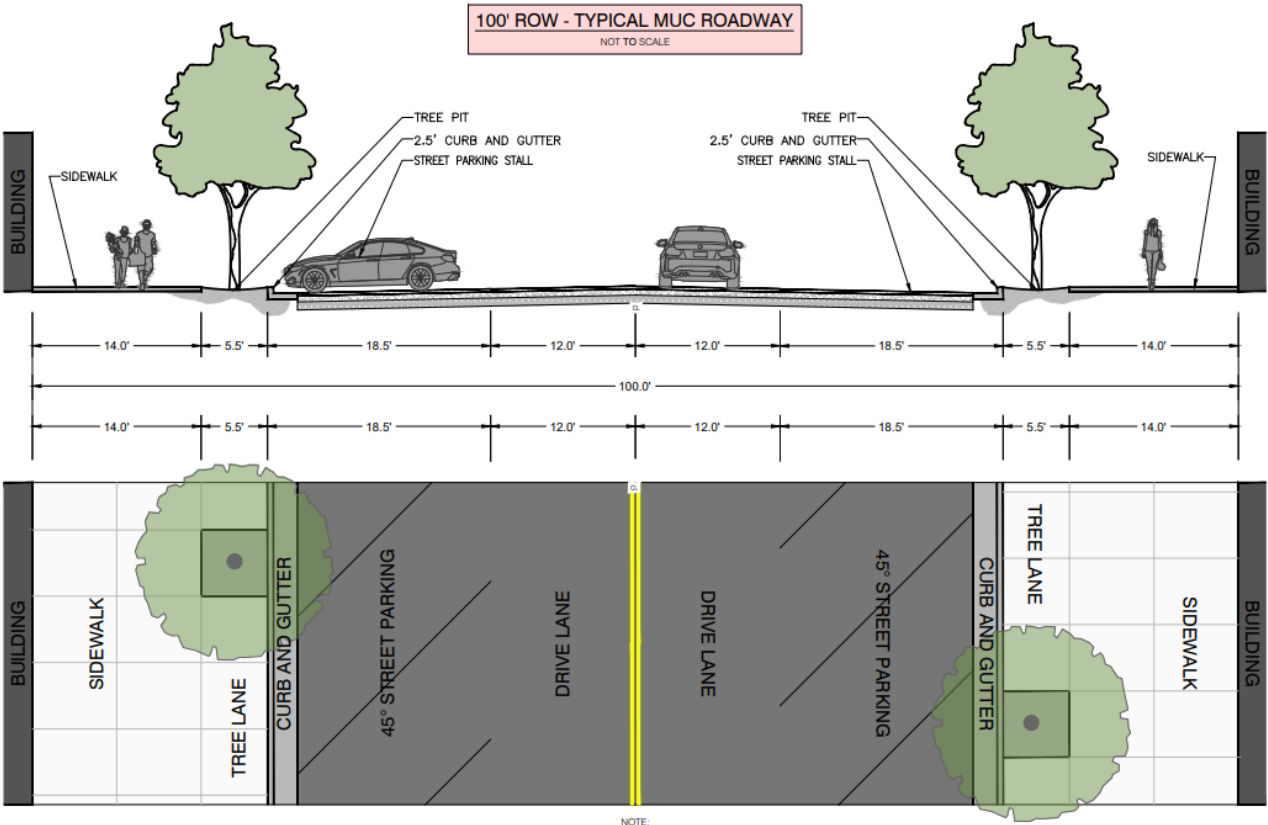




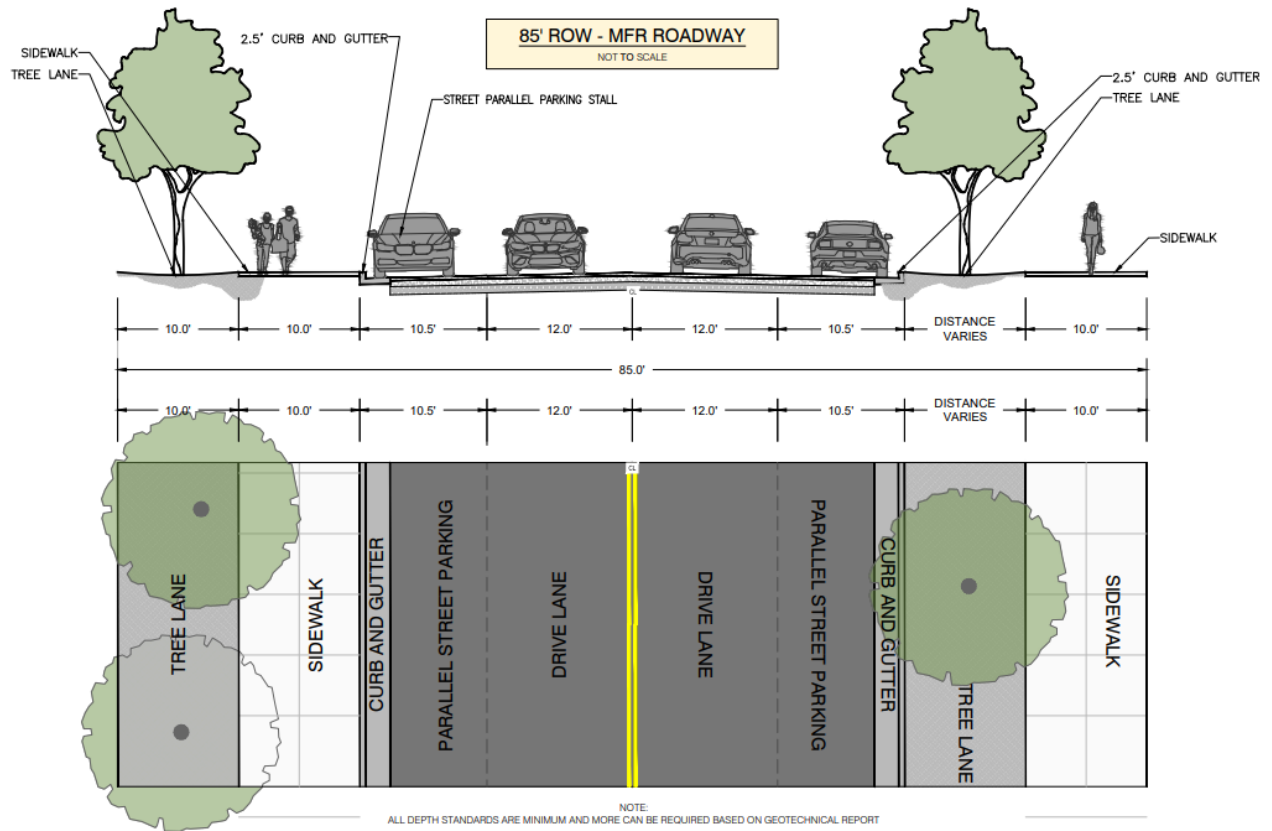
Exhibit D-Proposed Road Cross Sections



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



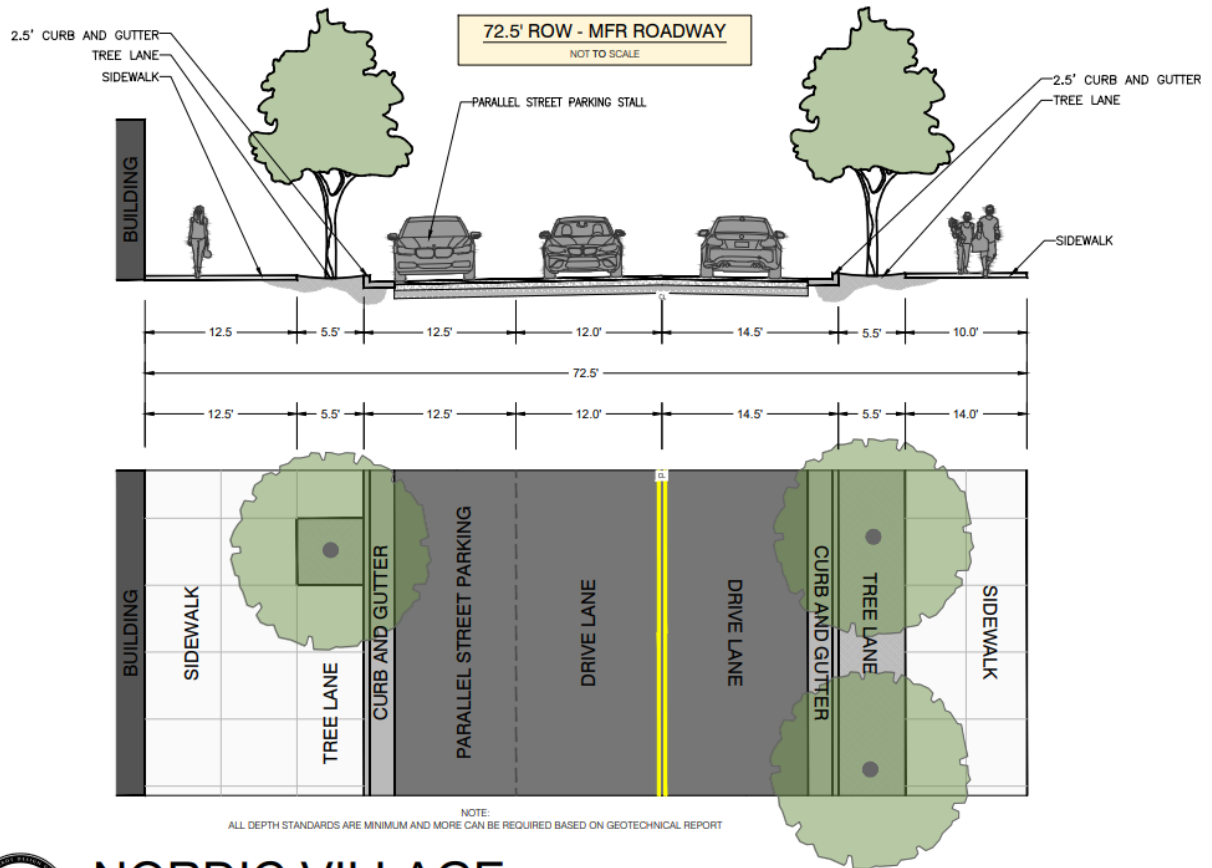
**NORDIC VILLAGE**  
STREET SECTION: TYPICAL MUC ROADWAY  
AUGUST 2025



# NORDIC VILLAGE

## STREET SECTION: 85' ROW MFR ROADWAY

AUGUST 2025



# **NORDIC VILLAGE** STREET SECTION: 72.5' ROW MFR ROADWAY AUGUST 2025