

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

September 23, 2025

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



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

1. Minutes: July 22, 2025

2. Consent Items:

2.1 CUP 2025-11: Request for approval of a conditional use permit for a sewer lift station (a public utility substation) to service 17 lots in Osprey Ranch Subdivision Phase 2, located at approximately 1940 N Shamy Way, Eden, UT, 84310.

2.2 CUP 2025-12: Request for approval of a well pump house to serve the Cobabe Ranch and Eden Crossing developments, through the Ogden Valley Mutual Water Company (DDW System #29132). Wells have been drilled and plans for the well house have been submitted to the State Division of Drinking Water for approval.

3. Legislative items:

3.1 ZDA 2025-07: A request from Mountain Dreams LLC for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 45.53 acres, located at 4200 E 4100 N, Eden, UT, 84310 in the FV-3 Zone.

Staff Presenter: Tammy Aydelotte

3.2 ZMA2025-02: a request for a public hearing, discussion, and possible recommendation regarding an application for a zoning map amendment to rezone approximately 4 acres in the Nordic Valley area from the Forest Valley (FV-3) zone to the Form Based (FB) zone. Such rezone would apply the Form-Based zone's Small Lot Residential (SLR) street type to the property.

Applicant: Dan Mabey. Staff Presenter: Charlie Ewert.

3.3 ZDA2024-02: a request for a public hearing, discussion, and possible recommendation regarding an application for a zoning development agreement for the Gateway Estates subdivision intended to vest the property in current zoning and development rights.

Applicant: Matt Lowe. Staff Presenter: Charlie Ewert.

3.4 ZDA2025-06: a request for a public hearing, discussion, and possible recommendation regarding an application for a zoning development agreement to memorialize and preserve zoning development rights for property at the end of Stringtown Road owned by Ogden City. Applicant: Ogden City;

Representative: Brady Herd. Staff Presenter: Charlie Ewert

3.5 ZMA2025-04 and ZTA2025-02: request for a public hearing, discussion, and possible recommendation regarding an application to rezone approximately 8.73 acres of land from the AV-3 zone to the FB zone, to amend the Eden Crossing development agreement, and to amend the Eden Street Regulating Plan in county code.

Applicant: Eden Crossing LLC. Staff Presenter: Charlie Ewert.

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 July 22, 2025. Pre-meeting – 4:30 p.m./ Regular Meeting commencing at 5:00 p.m.

Ogden Valley Planning Commissioners Present: Janet Wampler (Chair), Jeff Barber (Vice Chair), Jeff Burton, Bryce Froerer, Heidi H. Gross, and James (Jim) T. Morgan.

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 Commissioner Warburton was excused from the meeting; all other Commissioners were present. She welcomed new Commissioners Heidi Gross and Jim Morgan.

Chair Wampler called for Commissioners to declare any conflicts of interest or ex-parte communications. No declarations were made.

1. Legislative items:

1.1 ZDA2025-05: A public hearing, discussion and possible decision regarding a development agreement amendment for the Exchange, a previously approved master planned development in the Wolf Creek area. Staff Presenter - Charlie Ewert.

Applicant: Eric Householder

Planning Director Grover provided an explanation of the Planning Commission's role and responsibilities when dealing with legislative items. He noted that the applicant has requested a recommendation from the Commission this evening and, therefore, tabling the application is not an option.

A staff memo from Principal Planner Ewert explained the purpose of the requested development agreement amendment is to clarify roles, reduce inconsistencies, correct errors, and improve interpretation by separating The Exchange from a previously combined development agreement (shared with Eagle Crest and Cobabe Ranch). The applicant also proposes a revised concept plan, updated land uses, and modified development standards. Following are the key points of the amendment:

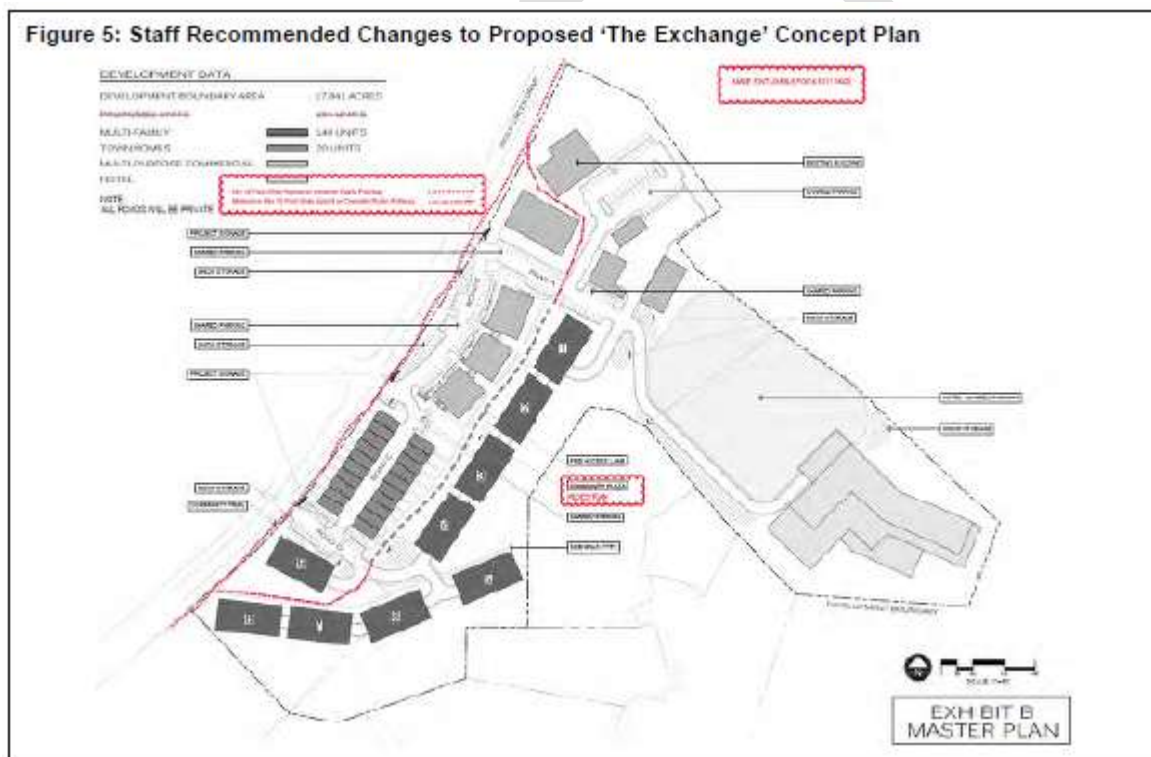
1. **Clarifying and Simplifying Agreements** - The 2023 development agreement combined three developments into one agreement, causing potential interpretive and legal challenges. Eagle Crest and Cobabe Ranch now have their own agreements. This amendment would complete the separation by creating a standalone agreement for The Exchange, reducing future risk of conflict.
2. **Revised Concept Plan** - New plan reduces frontage on Highway 158 and shifts some land uses. Condominiums are being replaced with townhomes and general multi-family dwelling units and general retail is being replaced with multi-purpose commercial. These changes are consistent with the CVR-1 zone. A bigger change is the hotel footprint, which is proposed to increase (from ~11,000 sq. ft. to ~55,000 sq. ft.). The increase is still allowed under current zoning, but worth noting.
3. **New Land Use Categories & Standards** – The proposal groups development into four categories: townhomes, multi-family, commercial, and hotel. Each category has a defined list of allowed/prohibited uses (see Exhibit C of the development agreement for a full review). Additionally, alternative development standards are being proposed, that differ in content but perhaps not in context from those already allowed in the CVR-1 zone. A comparison table (Exhibit D) helps visualize these changes.
4. **Residential Density** - No change proposed to total potential units (144 max), but of these units, 80 have already been moved to Eagle Crest and 64 remain with The Exchange. The applicant holds 20 "floating units" being proposed to be assigned. There are no other developments controlled by the applicant to which these floating units can be assigned. Thus, the proposed agreement sets an "initial density" of 84 units (144-80+20), with the maximum of 144 only being possible via future transferable development rights.
5. **Zoning Implications** – The property zoning is not proposed to be changed (CVR-1, RE-15, MPDOZ). However, ~1.89 acres still zoned RE-15 are treated as CVR-1 by both the existing and proposed agreement, effectively nullifying the application of the RE-15 zone to the property. County may consider a future zoning map amendment to formally align the zones.

Both planning and legal staff have reviewed the proposal and offer several edits, corrections, and suggestions. Those are either identified in track changes or in comment bubbles in the right margin of the draft agreement. Staff's review of the proposed concept plan can be reviewed in Figure 5 below, or if more clarity is needed, in the Exhibits of the proposed agreement. After reviewing the proposal within the constraints of the existing approved development agreement and the intended context of the Ogden Valley General Plan, and the CVR-1 zone, it is staff's opinion that this development agreement amendment will help advance the vision and goals of the plan and contribute to the general welfare of the residents regardless of the governing jurisdiction. Staff is recommending approval of the development agreement amendment. This recommendation is offered with the following considerations:

1. Staff's comments, suggestion, and edits regarding the DA should be more fully addressed prior to county commission approval.

This recommendation 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 are not detrimental to the overall health, safety, and welfare of the community and provide 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.



The Commission engaged in high level discussion of changes to the land use table relative to housing unit types; the number of transferrable development rights (TDRs) that are available for the project and receiving areas within the project for the 'floating' 20 Wolf Creek TDRs; employee and affordable housing requirements in the project area; short term rentals (STRs) and whether there will still be a demand for that type of housing unit given inclusion of a hotel in the project area; traffic impacts associated with the project and the ability of Utah Department of Transportation (UDOT) roads to handle an increased capacity in the Ogden Valley; how the updated project concept deviates from the 2023 approved concept plan and the County's ability to enforce language or development requirements/standards cited in the 2023 development agreement; and pedestrian access/trails in the project area.

Chair Wampler invited input from the applicant.

John Lewis, Huntsville, approached the Commission and expressed a willingness to answer any questions they have.

Chair Wampler asked if the plans for the subject property include an amphitheater, to which Mr. Lewis answered not currently and noted the entire project plan is still in the conceptual phase; he is attempting to clarify allowed uses in the project area and combine the three historical development agreements (DAs) into one for the project. Chair Wampler stated the 2015 DA and concept plan included an amphitheater; she would like for that component of the project to be carefully considered from a health/safety standpoint given that it was located fairly close to one of the tee boxes on the golf course. She then asked Mr. Lewis if he knew where he planned to bring the 60 TDRs from for this project. Mr. Lewis answered yes.

Commissioner Gross inquired as to the number of rooms to be included in the hotel. Mr. Lewis reiterated that the plans for the property are conceptual in nature, but he is guessing the hotel size would be approximately 130 rooms with some event/conference space. He expressed an understanding of the requirement to comply with the County's land use code (LUC).

Commissioner Froerer asked for an explanation of the request for an extra 10-feet relative to the maximum building height in the project. Mr. Lewis stated he was trying to secure some flexibility to accommodate architectural plans for the project. Commissioner Froerer asked how much below ground development there will be on the site. Mr. Lewis stated he anticipates at least one floor underground, particularly for the hotel.

Commissioner Morgan asked if there was any consideration of overflow parking for the project area. Mr. Lewis acknowledged potential concerns related to parking requirements for a project of this size; he referenced a parking lot included in the concept plan and stated it is so big because it will provide for overflow parking area and prevent the need for on-street parking along the highway.

Commissioner Gross asked how any type of underground development, including construction of an underground parking structure, could impact the water table in the area. Mr. Lewis stated he has not seen a problem with water table in this particular location, but if any issues are found they will be addressed in the engineering stages of the development.

Mr. Lewis then stated he has listened to the concerns expressed by the Planning Commission tonight; he considers this property and the proposed project to be the 'crown jewel' of the Ogden Valley and he wants to get it right. He would like to hear what the audience has to say about the project and then make final comments to the Commission. He is willing to compromise with the Planning Commission and the public. Chair Wampler stated that she feels Mr. Lewis has asked for a lot and has not offered anything in return in the form of a compromise; she would like to hear what he can offer in terms of amenities that will benefit the public. She looks forward to hearing about his compromises after the public hearing.

Vice Chair Barber moved to open the public hearing; Commissioner Froerer seconded the motion; all voted in favor.

Miranda Menzies, 3807 N. Elkridge Trail, Eden, stated she is speaking on her own behalf and not in representation of any association she belonged to in the past. She first asked that the agreement be approved, not exactly as written, but overall, the commercial core needs to be clarified. She asked for the following changes or modifications: limiting maximum building heights to 50 feet as required by the LUC because of the proximity of the project to existing residential homes and because of the height of the hill where the hotel is proposed to be located. She would also like architectural guidelines that would be applied to the hotel and the rest of the project. She has been told many things over the years by Mr. Lewis; he told her when the land was rezoned for commercial use that it would be a recreation center for the community. She knows that is not the case, but maybe the hotel pool could be opened to the public at times for lap swimming. She also noted she and Mr. Lewis built the pathway in the Valley together and the area needs the pathway to continue through the project and up to Elkhorn Drive, and preferably all the way to the Fairways development. This will help to achieve connectivity of public pathways in the Valley. She discussed other pathway routes in the area and indicated there are some spots along the paths where the likelihood of a vehicular collision is higher. There have been plans for an underground tunnel for the trail and golf cart path to improve user safety and she suggested that the tunnel be made part of this project area. It has already been designed and should be incorporated into the site plan for the project. She also spoke briefly to comments that have been made about water on the subject property; Mr. Ewert has been making statements about Pineview that are inaccurate. Pineview does not provide any water to the Valley and only has storage infrastructure in the area. Weber Basin Water Conservancy also does not have water rights, and they only have storage rights; they release water out of the reservoir to supply customers downstream. They own the top section of the reservoir and other water right owners include Ogden City and Pineview Water Users. It is remarkably difficult to approve an exchange application that includes surface water. Wells have been rejected in the area because of conflicts associated with water rights; if historic water rights are purchased and transferred, that will be easier, but ground water will be a more difficult issue to address.

Jan Fullmer, 3741 Red Hawk Circle, Eden, stated that Mr. Ewert has pointed out the proposed changes to the development agreement and she respectfully requests that the Planning Commission deny the request. The proposal is not consistent with the Ogden Valley General Plan, which has a primary goal of preserving Ogden Valley's rural character. Allowing a hotel that is 60 feet tall placed at one of the highest elevations in the Valley does not support rural character. She referenced documents dating back to 2006 and noted this particular area has had several different plans for development; there have been many changes but in October of 2006 the County, developer, community, and architect actually looked at a building similar to the hotel that was only 41 feet in height. They floated helium balloons to that height to see what it would look like at that height in the valley. They backed up and decided it did not look good and made decisions to require it lower. She then stated that with respect to TDRs, there was only one insurance where a TDR was transferred as she recalls as defined in the General Plan; a developer gave up one of his development rights and actually sold it to someone else as intended in the General Plan. What is happening now actually jeopardizes the ability to project and track what the total build out of the Valley will be. It is necessary to supply water and sewer processing to handle the total buildout and right now that is very difficult to do based upon insufficient tracking measures. Second, Weber County Planning Division did hold a planning meeting with residents around Old Town Eden and the community input resulted in a very nice plan for that area; it included building height restrictions, well thought out concepts, and street/parking regulations. However, there has never been any community held for New Town Eden. There was a proposal for the main street of New Town Eden to go from State Road 158 to near the post office, but that was squelched because someone who owned property on the main street built a concrete storage structure, which does not add to a main street of a town. She noted there were no architectural standards for the concrete building to comply with standards for this area of the Valley and this is displeasing to residents. Review and approval of development plans has been happening with little to no input from the community. She then noted the exchange of prior and current amendments simply adds more STRs to the Ogden Valley; she has been told that it will actually reduce the number of STRs but that is incorrect because up to 30 percent of the dwelling units in the Ogden Valley are allowed a STR.

Tad Booth, Eden, stated he wished to echo Ms. Fullmer's comments and added his own statements regarding the lack of clarity regarding the intent of the application. His experience has been that the person making the presentation always seems to have an agenda. He encouraged all parties to work together to continue moving in the direction of supporting the village node concept. There are big changes coming for the Ogden Valley and he does not understand the efforts to 'be squirrely' when these types of applications are discussed. The community needs transparency, clarity, and a willingness to work together for the benefit of the Valley.

Kay Hogelund, 4465 Kettering, Eden, stated she is the president of the master Homeowners Association (HOA) for Wolf Creek, but she is speaking as an individual today. She will make note of things that do impact the HOA and the Wolf Creek Resort as established in 2002. Many feel powerless to effect things happening in the Valley, especially after meetings are concluded, but she wished to point out two phenomena she has witnessed. First is planning creep, which she defined as the County looking at projects individually rather than holistically to consider how they relate to one another and the community at large. She is somewhat concerned about what is the Wolf Creek Resort as defined by the 2002 agreement. When talking about Cobabe and Eagle Crest, it was said that they would not be part of Wolf Creek Resort and would be looked at individually. However, based upon the information presented today, that appears to have changed, and Wolf Creek Resort has been expanded upon to allow the developer to move TDRs throughout the area. This will further spread development in the area, and she asked the Commission to vote against it. She then discussed what she referred to as 'TDR poker'; no one understands how many TDRs exist and how they may be used, particularly in this development. Good business practice would demand clarification and tracking of all TDRs in the history of the Ogden Valley, especially as they relate to this particular developer. An accounting of TDRs is important so that County staff and the residents of the Ogden Valley are not relying just on oral history. Finally, it is necessary to double-check the geology and presence of underground water in the project area.

Gary Palmer, 3741 Red Hawk Circle, Eden, stated water and sewer service delivery is a big concern in the Ogden Valley and it is important to ensure there is a plan in place before any development is approved. He then stated that he has seen golf tournaments happen at the Wolf Creek Golf Course and that has resulted in a significant amount of vehicles requiring overflow parking and he asked how that will be handled when the proposed development occurs. He does not fault the developer for asking for a chance to talk to the public and the Commission about their concerns about the project.

Brett Blicly, 5377 Elk Horn Circle, Eden, stated Mr. Lewis's desire to build the crown jewel of the Valley is very good; he agrees some commercial development is needed, but not a 60-foot-tall hotel. He would like to see more specificity with respect to the development plans and how the project will fit into the General Plan. Some plans he has seen include removal of the driving range

at the golf course as well as the second hole. A golf course without a driving range is a bad idea and he currently considers the golf course to be the crown jewel of the Valley. Also, a traffic study of the area would be a good idea before anything is approved.

Ron Gleeson, Eden, thanked the Commission for their service to the community. He noted he cannot find a simple, straightforward solution to this situation; the Commission is being asked to deal with a classic spot zoning situation where Planning staff are making up rules to fit a certain scenario. Regardless of what decision is made, there will be unintended consequences. He believes the project should be approved with a few exclusions. He urged the Commission to deny the request for a 60-foot maximum building height; approving this type of request would set a precedent for the rest of the Valley. He also suggested denial of the TDR requests. He then noted that in the use table included with the application materials, all of the uses previously listed as 'conditional' have now been changed to 'permitted'; he believes that is fine for the most part, but some of the uses need to have some additional oversight. He then noted that there has been a lot of discussion about residential development unit rights, but no discussion about the type of development units that are needed for the hotel; every other zoning designation requires development rights for hotels, and he wondered why that is not the case in this situation. He expects the County to address the issue of development rights needed for the hotel itself.

Christopher Vosburgh, 2834 Nordic Valley Road, Eden, stated he is primary concern is high density housing/employee housing and associated traffic. There will also be a great deal of heavy truck traffic in the area during construction and the roads in the area are already crumbling and need to be repaired. He also suggested a traffic study be conducted before the project moves forward.

Chair Wampler then noted that the Commission has received written public comment via email; those comments will not be read for the record but will be attached to the approve minutes of the meeting.

Vice Chair Barber moved to close the public hearing. Commissioner Froerer seconded the motion; all voted in favor.

Chair Wampler then invited Mr. Ewert to address the points raised during the public hearing. Mr. Ewert referenced Mr. Gleeson's comments about development rights for the hotel; the hotel was previously proposed and conceptually approved and the LUC does not require a development right transfer ratio for a hotel in this zone. He also discussed the difference between a hotel and a condo-tel; a hotel unit is a suite while a condo-tel is a residential dwelling unit with kitchen and sanitation facilities. If a hotel room has a suite, kitchen, and sanitation facilities, it would also qualify as a dwelling unit and would count against the residential dwelling unit total. If the hotel room is just a room and a bathroom, the rooms do not count as residential dwelling units. He then addressed Mr. Vosburgh's comments about employee housing, noted there will definitely be an increase in traffic for employees working in the project area, but there is not a set number of employee housing units in the project. He also addressed conceptual plans for the project and concerns expressed regarding impacts on the golf course, parking, and utility services and indicated that when the applicant comes with a formal site plan application for the project, staff will address parking, water/sewer service; however, if the Planning Commission feels there is not sufficient water/sewer service in the project area, they can include a finding or recommended condition of approval related to that matter. Will serve letters from utility service provider will be required before the application can move forward. Chair Wampler stated the Commissioners have been trained to separate land use applications from water availability and that only a will serve letter will be required before an application can proceed. Planning Director Grover stated that is correct. Mr. Ewert also agreed but indicated that this application is a legislative application and the Commission can attach a finding or a recommended condition of approval regarding water or sewer service. Chair Wampler stated that given that the developer is currently allowed 144 development units on the site, she would imagine that the developer has explored the availability of water and sewer service capacity for those 144 units. However, her concern moving forward is that the 144 units are in flux given the fact that there is now a TDR component to the project that could potentially increase the unit count substantially; in her opinion, the will serve letters would no longer be valid because the unit counts have changed. Commissioner Gross agreed and indicated the addition of a hotel that will not consume any of the development units will increase the demand for sewer and water in the project area. Mr. Ewert agreed and stated that many utility matters must be addressed and evaluated; the developer will not be able to develop unless he is able to prove the availability of and access to water and sewer services. If there is not enough water and sewer capacity to support the hotel, it will not be permitted. He highlighted some State laws and rules regarding obtaining will serve documentation from lawful service agencies and indicated several different developments in the Valley are in stasis until water and sewer capacity can be clearly communicated.

There was then high-level discussion among the Commission and staff regarding the design of trails and roadways in the proposed development, after which Chair Wampler invited additional input from Mr. Lewis. Mr. Lewis indicated that the audience provided good input during the public hearing and noted that he cares deeply about his private property rights, but developing in a way

that serves the greater community. He noted this can be a difficult balance to strike but feels he has been successful in some of the projects he has completed over the last 30 years in the Ogden Valley. He stated that he is very supportive of providing new trails and connection to existing trails; this particular development has over a mile of trails, and he encouraged the Commission to give him the ability to work with staff on the design of the trail system and he feels the best way to handle connectivity of different projects in the area would be through the golf course. He then addressed concerns regarding STR units and indicated he has already taken 80 STRs out of the Wolf Creek Resort and moved the equivalent density to Eagle Crest. Chair Wampler asked if there will be STRs in the new project area. Mr. Lewis first addressed setbacks and building layout noted he will comply with setback and design requirements. There is some nuance that should be taken into account relative to language in the development agreement regarding setbacks. He then stated he did not anticipate including STRs in the project area, but is concerned about the opposition to transferring development rights from another area of the Valley into this project area; if no changes to the agreement are approved tonight, he will have 144 development unit rights and he would be fine preserving that and not bringing any other development unit rights into the project later. Chair Wampler stated it will be necessary to clarify the language in the agreement regarding the total number of development units and transfer of any units into the project area. Mr. Lewis stated he has a slightly different interpretation of the language in the agreement regarding density; the 2002 development agreement lists all parcels included in the project area and identifies density and he has fought since 2002 to ensure that no additional density points are added into the equation. Development units have been shifted from one area of the project to another, but the total number of development rights has not changed. He has done extensive work with staff to maintain the accounting of the density of the project area, and he is now on the last phase of the total project, and the remaining number of development rights must be preserved for this project. He then addressed concerns about increasing the maximum building height for the proposed hotel; he understands concerns about a 60-foot building height and is happy to abide by the 50-foot maximum building height for the CVR zone. Commissioner Froerer asked Mr. Lewis for his reasoning behind asking for the increase to 60 feet. Mr. Lewis stated that 50 feet is restrictive, and he was seeking some flexibility to accommodate the design of a hotel with reasonable ceiling heights and adequate space for all infrastructure. He noted that 10 feet would provide him that flexibility, but he understands the opposition and is fine sticking to the 50-foot maximum building height, though he understands it may only be possible to build a four-story hotel rather than a five-story hotel. He also addressed parking and noted he plans on building a large above-ground parking lot for overflow parking needs in the area. He can envision people parking in his parking lot and riding the bus to other points of interest in the area. He then noted there is a site identified for a community center type of use, and he wants to preserve that element of the project. This could include something like a pool or other recreational amenities that the public desires. He noted that a traffic study will be required because the project is accessed via UDOT roads. He concluded by stating that he appreciated Mr. Gleeson's comments; he has had several public meet and greets events about his projects in the past, but in recent years those types of events have become very negative and not beneficial. He is appreciative of the public that recognize that the project can move forward, but that they can provide input on the proposed concept for the project. Chair Wampler stated that the Commission must make a decision on the application tonight, but she asked Mr. Lewis if he is committed to holding an open and public meeting about this project to give the community the opportunity to provide additional input. Mr. Lewis stated that he is committed to public engagement, and for this proposal specifically, he will create a steering committee that can provide input on the timing of development of different elements of the project.

Chair Wampler then asked Mr. Lewis's plans or vision for the driving range at the golf course and a pathway or tunnel to provide safe passage of golf carts on roads that will experience increased traffic. Mr. Lewis stated he considered a tunnel at one point and found it would not be feasible at this time; there may be future federal grant opportunities that would make a tunnel a possibility, but at this point he is spending \$3 million to upgrade the golf course and he cannot pursue a tunnel right now. He then agreed that the golf course needs to have a driving range, but possibly one that is modified from its current state. He would like to consider other options for the driving range, including possibly an indoor golf simulator coupled with a smaller outdoor driving range.

Vice Chair Barber moved to forward a positive recommendation to the County Commission for application ZDA2025-05 development agreement amendment for the Exchange, a previously approved master planned development in the Wolf Creek area, based on the findings and subject to the conditions listed in the staff report, and the following additional considerations and findings:

1. Maximum building height of 50-feet will be maintained;
2. No TDRs will be brought into the establishment unless, at some time in the future, the new incorporated city chooses to allows that under their land use code and a legislative process;
3. Not going beyond what State Code requires for outside inspectors or contractors;
4. Revise setbacks for the entire project as noted by the applicant;
5. A traffic study will be conducted on a winter weekend or winter weekend traffic will be taken into account;

6. Having some architectural renderings brought back into the agreement as a reference point;
7. When the time comes for the project to be built, the prevailing parking codes at that time for the Ogden Valley will be used;
8. There will be a requirement for roadside beautification based upon standard county code for such projects;
9. Extension of the pathway as mentioned by staff all the way to the north side of the project area.

Commissioner Froerer asked for clarification and asked Vice Chair Barber if he is referring to 64 or 84 units relative to the finding regarding TDRs. Vice Chair Barber stated that he is saying the total will be 84, which is 64 plus the 20 floating units, and no TDRs from outside the project area unless the future municipality chooses to grant a TDR at a point in the future.

Commissioner Froerer offered a friendly amendment to add a finding requesting that the trail system in all three developments be connected to one another. Chair Wampler asked if that would include the current application, Bridges, Eagle Crest, and Cobabe Ranch. Vice Chair Barber stated it may be difficult to connect to the Bridges phase of the project given its location. Chair Wampler stated that appropriate wording may be that rather than having the trail stop at the northern boundary of the property, the applicant would be directed to work with staff to connect further to other project areas.

Vice Chair Barber amended recommended finding #9 to state the applicant should work with staff as feasible to connect all of the trails in their project areas.

Chair Wampler asked if the findings are clear enough to warrant a second.

Commissioner Froerer seconded the motion. Commissioners Burton, Froerer, Gross, Morgan, Vice Chair Barber, and Chair Wampler voted aye. (Motion carried on a vote of 6-0). Commissioner Warburton was not present when this vote was taken.

2. Public Comment for Items not on the Agenda:

Peggy Doolenbaker, 2619 Nordic Valley Drive, stated that she knows the Commission is focused on land use and zoning this evening, but she asked the Commission to consider what she hopes is another part of their role, and that would be helping residents navigate development issues and land use ordinance compliance. She cited some issues in Nordic Valley now that development has started; residents have called the County to complain about excessive dust, noise, and working on Sundays. One of the Department Heads that she spoke to indicated that they spoke with the developer and their contractors were not aware of some County codes; one of those contractors was Geneva Rock. She found this information shocking. She indicated there is no dust mitigation occurring and plumes of dust have been so large that some have thought there was a fire in the area. Additionally, track hoes have been going through the property, along streambeds, and along the back of residential properties. One of the neighbors asked one of the track hoe operator what he was doing, and he communicated that he was building a road, but that he did not know where the lot line was in the area. She is concerned about that as well. She is concerned about disturbance of the streambeds that could result in future flooding. She asked the Commission to help ensure that developers know the codes and that codes are being enforced.

Jan Fullmer, 3741 Redhawk Circle, Eden, stated she has two letters that were sent in with comments, one from Mr. & Mrs. Taylor and another from Mr. Bird; she suggested these be included in the meeting minutes. Planning Director Grover asked Ms. Fullmer to provide him with the letters, and he will ensure they are attached to the minutes of the meeting. Ms. Fullmer then stated that that it is no longer an option for residents to participate in meetings via Zoom; now the Clerk/Auditor is sending out their tax meetings and Zoom participation is an option for those. She asked for an opportunity to work with Planning staff to determine if there is a policy regarding when Zoom participation will be allowed. Mr. Grover stated that the County Commission office has made that determination and he advised Ms. Fullmer to work with them. Ms. Fullmer then addressed form-based zoning; she asked the Planning Commission to not approve form-based zoning for any other project in the Ogden Valley. She cited a recent application from Cowboy Partners, which included plans for affordable housing in the Valley. This included well-maintained, small single-family homes, but it was in the wrong area and when a developer secures form-based zoning and later decides to move on to something, the form-based zoning designation increases property values. Her concern about form-based zoning is that it jeopardizes the County's ability to calculate and track the total buildout density of the Valley. The zone gives developers too much flexibility.

Sylvia Guerra Smith, 2871 Abbeyon, Liberty, stated she owns property in front of the Asgard Heights Subdivision; she requested the Commission deny the applicant's request for zoning for several homes in the form-based zone. She is concerned about the

design of the project, which includes a traffic circle on Nordic Valley Drive. She has noticed several things happening on the subject property, like a lack of silt fencing along the creek, burning under a fire permit after fire restrictions had been imposed resulting in a call to the Fire Department, and concerning road construction. She does not believe a traffic circle on Nordic Valley Drive is appropriate. She also understands that the original density of the property was three-acre lots, and the applicant is seeking approval of one-acre lots.

Vosburgh, 2834 Nordic Valley Road, Eden, stated he wished to clarify the comments he made during tonight's public hearing; he is concerned about high density housing in the Exchange development in the Wolf Creek Area, not just employee housing.

3. Remarks from Planning Commissioners:

Chair Wampler addressed those present to hear discussion of tonight's work session items; given the late hour, the Commission may not get to all five work session items. She then asked Planning Director Grover if there had been any movement on the Cowboy Partners application. Mr. Grover stated there is nothing new to report. Mr. Ewert added he does not anticipate any movement before the end of the calendar year. Chair Wampler asked for an update on the C.W. Basin application, to which Mr. Grover answered no. Chair Wampler asked if there is anything new to report regarding Ogden City water projects in the Valley, to which Mr. Grover answered no. Mr. Ewert clarified that Ogden City water has submitted a work session regarding transferrable development rights (TDRs), which will be presented to the Commission during their August work session.

4. Planning Director Report:

Planning Director Grover recognized former Commissioners Schweppe and Shuman for their service and indicate Planning staff has a small token of appreciation that will be presented to the individuals.

5. Remarks from Legal Counsel

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 7:47 p.m.

WS1: Discussion regarding File ZDA2024-02 - An application for a development agreement for the Gateway Estates subdivision located at approximately 10678 East Highway 39. Staff Presenter - Charlie Ewert. Applicant: Matthew Lowe

Principal Planner Ewert reported the Planning Commission has discussed this proposal in a work session several months ago and offered the applicant valuable feedback and direction. In exchange for the development agreement and the benefits it offers the applicant, the applicant is proposing to donate \$50,000 to the Eden Valley Trails organization for the purpose of trail building in the Ogden Valley area. Mr. Ewert referenced the applicant's proposed development agreement, noting that staff has not had the opportunity to review it prior to publication of the meeting packet, but has reviewed and made comment back to the applicant on a previous version. Staff is prepared to discuss the details of this revised version of the agreement and if the Commission is comfortable, the application can move forward to the August business meeting.

Chair Wampler facilitated discussion among the Commission and the applicant regarding topics such as timing of the development/buildout of the project; the term of the agreement; and the timing of the donation to the Eden Valley Trails organization. Chair Wampler asked the applicant to provide a high-level overview of the project for the benefit of the new Commissioners, after which she concluded she sensed consensus from the Commission to proceed with consideration of a formal application at the next business meeting.

WS2: Discussion regarding a potential development agreement for a conservation subdivision located at approximately 4140 East 4100 North. Staff Presenter - Charlie Ewert. Applicant - Jeff Burton

Commissioner Burton recused himself from participating in discussion of this application as a member of the Commission; he indicated his daughter will be representing him this evening. Lacy Richards stated she is Mr. Burton's oldest daughter; she discussed the history of the subject property, which her parents have owned for 50 years. They purchased it with the intent of providing a place for future generations of their family to live. Based on the current zoning, they could develop 14 three-acre lots,

but that is no longer the vision they have for the property. They would like to consider zoning that would allow for smaller lots that are located closer to the road, with preservation of 22 acres of contiguous open space that will continue to be used for agricultural purposes. She presented two different conceptual layouts of the property illustrating the two development options she has discussed. She then noted that if the County is agreeable to the second option, her family will propose a development agreement along with a perpetual open space easement that will be part of lot two in order to ensure that one property owner will be responsible for the open space maintenance and taxes. She feels this concept is most beneficial to other property owners in the area as well and her brother has visited with several other property owners to get their feedback. She concluded that there is no set timeline for the development at this time, but her parents would like for zoning to be approved so they can rest at ease knowing that their wishes for the property will be allowed.

Chair Wampler inquired as to the current zoning of the land, to which Principal Planner Ewert answered FV-3. This led to discussion among the Commission regarding permitted uses in that zone; the conceptual layout of the property and the ability of the family to maintain the large open space and pay property taxes in the future; and cluster subdivision regulations.

WS3: Discussion regarding File ZDA2025-04 - An application for a development agreement for a subdivision on the eastern end of 2300 North Street. Staff Presenter - Tammy Aydelotte. Applicant: Kirk Langford

Kirk Langford stated he is seeking approval of a two-lot subdivision on a parcel of land that is 9.23 acres in size; he is also seeking conditional approval for a three-lot subdivision on the same parcel of land, which he would proceed with if he is able to secure approval from the health department for the on-site wastewater system. This application is part of his family's estate planning, and he expounded on his desires for future uses of his property by his family. He noted he has discussed his application with County Planning staff, and they have advised he pursue a development agreement for the subdivision. He presented conceptual layouts for the two subdivision options and noted he desires for the land to continue to be a working farm in perpetuity rather than selling the land to developers for more dense development. Chair Wampler summarized her interpretation of Mr. Langford's proposal and the timing of the application dependent upon completion of a soil study and approvals from the health department. Planning Director Grover added that one significant component of the application is that Mr. Langford is asking for permission for private dirt roads to the lots, rather than paved roads. Mr. Langford stated that is correct, and he identified the location of the dirt road accessways/shared drives. He noted he will dedicate a 60-foot easement that would serve as future access to his nine-acre parcel and his 40-acre parcel in the event those properties are developed in the future. This led to discussion of the important elements of the development agreement to accompany the application, with Mr. Grover concluding that Planning staff can continue to negotiate an agreement with Mr. Langford in preparation for his application being presented to the Commission at a future meeting.

WS4: Discussion regarding File ZMA2025-02 - An application to rezone property near the Nordic Valley Resort base to the FB zone. Staff Presenter - Charlie Ewert. Applicant: Dan Mabey

Dan Mabey stated his request is for some additional density in an existing subdivision that has two undeveloped lots totaling six acres in size. His motivation is similar to that of Mr. Burton and Mr. Langford before him; he is seeking to protect his land for future homes for his children and grandchildren. He is seeking the form-based zoning designation to allow for an additional 10 lots on the property, and the density will be similar to the density of properties surrounding him. If he can get support for the increased density, he will begin working on formal plats and subdivision layout concepts for the project. The Commission and Mr. Mabey engaged in discussion about transferrable development rights (TDRs) for the project; water availability; and existing development/density in close proximity to the subject property.

Chair Wampler stated that the Planning Commission has received a lot of public input regarding this application, however, public comment typically is not permitted in work sessions. She advised those interested in the application that it will move forward to a future business meeting and invited Principal Planner Ewert to provide an explanation of the manner in which a future public hearing regarding the item will be publicly advertised. Mr. Mabey added he is open to discussing his application with any other resident of the Ogden Valley.

WS5: SPE 2025-01: Request for sketch plan endorsement for a future cluster subdivision consisting of 5 lots on 22 acres in the AV-3 Zone. Located at 1310 N 7275 E Huntsville, UT, 84317.

Rick Bailey oriented the Commission to the location of his property and the existing layout of the property, which includes his personal residence. The total property size is 22 acres, and four of the acres are considered 'sensitive lands'; with the remaining

18 acres, he has room to put four other lots on the property, and he is requesting a cluster subdivision with a private road to serve the lots. He presented a conceptual layout and identified the location of the lots and the open space. He has worked with the health department to secure approval for the septic system and he is still exploring access to water through Weber Basin Water Conservancy District. He highlighted connectivity opportunities and the fact that his proposal will be harmonious with other developments in the area. He complimented Planner Aydelotte for being fantastic to work with on his application. Ms. Aydelotte briefly discussed Planning and Engineering's evaluation of the application to this point; she engaged in discussion with the Commission about the regulations of the County's cluster subdivision ordinance and the steps that would be taken to ensure that the open space is preserved in perpetuity. The Commission concluded they are comfortable with the application moving forward to a business meeting.

The meeting adjourned at 9:10 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission

DRAFT



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	File No. CUP2025-11: Request for approval of a conditional use permit for a sewer lift station (a public utility substation) to service 17 lots in Osprey Ranch Subdivision Phase 2, located at approximately 1940 N Shamy Way, Eden, UT, 84310.
Application Type:	Administrative
Applicant:	Osprey Ranch LLC, Rick Everson Authorized Representative
Approximate Address:	1940 N Shamy Way, Eden, UT, 84310.
Project Area:	12,560 Square feet
Zoning:	FV-3
Existing Land Use:	Vacant
Proposed Land Use:	Public Utility Substation
Parcel ID:	22-040-0043
Township, Range, Section:	Township 7 North, Range 1 East, Section 33 NW

Adjacent Land Use

North:	Residential	South:	Vacant Residential
East:	Residential/Agricultural	West:	Vacant/Residential

Staff Information

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

- Weber County Land Use Code Title 104 Chapter 14 (FV-3 Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 10 (Public Utility Substations)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

Background and Summary

Applicant is requesting a conditional use permit for a sewer lift station for Osprey Ranch Subdivision, to service 17 lots within Osprey Ranch Subdivision Phase 2. This proposed lift station will be owned, operated, and maintained by Wolf Creek Water and Sewer Improvement District. The lift station is considered a public utility substation.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits and design reviews.

Analysis

General Plan: As a conditional use, this operation is allowed in the FV-3 Zone. With the establishment of appropriate conditions as determined by the land use authority, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the FV-3 zone. The purpose and intent of the FV-3 zone are described in LUC 104-14-1:

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

The FV-3 zone allows the proposed use, as a conditional use. The proposed site plan indicates that the lift station meets the minimum setbacks for a public utility substation in the FV-3 zone (30' front, 20' rear, 20' feet from the south side lot line, 20 feet from the north lot line).

Under the LUC 108-10, there is not minimum lot area for public utility substations. The proposed improvements will be located on a site of approximately 2,472 square feet. Proposed height of the structure will be 15'4".

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. The applicant has received approval from the County Engineering Division and the Weber Fire District for the proposal.

The following is an analysis of the proposal reviewed against the conditional use standards:

(1) Standards relating to safety for persons and property. The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. The applicant plans to re-seed any areas disturbed by construction in order to maintain the native vegetation.

(2) Standards relating to infrastructure, amenities, and services: The proposal is not anticipated or expected to negatively impact any existing infrastructure, amenities, or services in the area.

(3) Standards relating to the environment. The proposal is not anticipated or expected to negatively impact the environment.

(4) Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan. The proposal is not anticipated to negatively impact the surrounding area, nor is it contrary to the recommendations of the general plan.

Design Review: The proposed conditional use mandates a design review as outlined in LUC §108-1 to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion. The proposal includes a site plan that identifies an access to the pump house off of a proposed new road in phase two of Osprey Ranch Subdivision Phase 2. Neither traffic safety hazards nor traffic congestion are anticipated given the minimal site visitations to the substation.

Considerations relating to landscaping. The applicant is proposing a gravel landscaping area immediately surrounding the proposed structures, and 7,536 area of hydro seed with a native seed mix (60% of overall site area) (108-2).

Considerations relating to buildings and site layout. The applicant has indicated the lift station will be located in an enclosed structure consisting of CMU. Per Weber County LUC 108-2-4, "...street sides of buildings shall be constructed of non-reflective materials and shall be textured concrete, brick, stone and/or natural wood/wood-like materials. Concrete masonry units or block CMUs shall not be considered acceptable materials unless it is specially colored and textured to give an appearance of natural rough stone. Vinyl and/or aluminum siding shall not be acceptable." *"Color.* External surfaces shall be predominantly natural, muted earth tones. White may only be used as an accent color. The roof of an addition to an existing structure, when matching existing colors, shall be exempt." "Exposed metal shall be painted, stained, or anodized in permitted colors and shall be non-reflective. Copper, brass and wrought iron may remain untreated and allowed to develop a natural patina."

Applicant shall provide more detail on colors and materials, which are compliant with the above requirements, when submitting for a building permit.

Review Agencies: Weber Fire District has reviewed and approved this application. Weber County Engineering has not yet reviewed this application, and a conditional use permit will not be issued until all required review agencies have their conditions met.

Staff Recommendation

Staff recommends approval of this conditional use application subject to the applicant meeting the review agency requirements and the following conditions:

1. Any outdoor lighting must meet the requirements of the Ogden Valley Outdoor Lighting Ordinance (108-16).
2. All architectural requirements shall be followed, and shown in the final engineered plans, prior to issuance of a building permit.

This recommendation is based on the following findings:

1. The proposed use is allowed in the FV-3 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.

Exhibits

- A. Application and Narrative
- B. Building elevations and Site Plan

Map 1

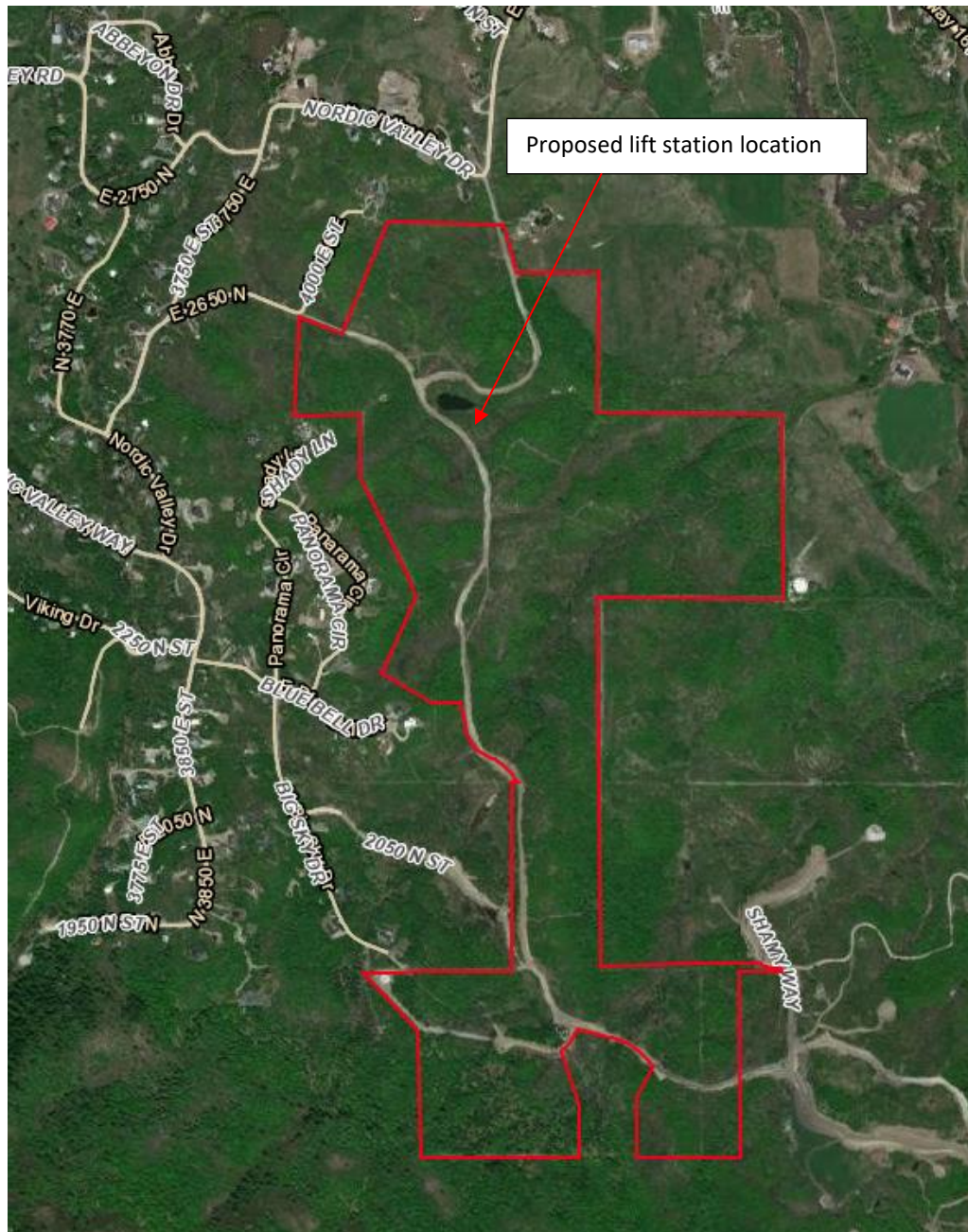


Exhibit A –Application and Narrative

Lift Station-Osprey Ranch Ph 2-Conditional Use Permits

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

Address: 3718 North Wolf Creek Drive, EDEN, UT, 84310
Maps: [County Map](#), [Google Maps](#)
Project Type: Conditional Use Permits
Sub Type: Conditional Use Permits
Created By: [Tyler Ridley](#)
Created On: 7/11/2025

Project Status: Accepted
Status Date: 7/21/2025
File Number: CUP 2025-11
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 8[Comments](#) 1[Reviews](#) 1[Followers](#) 13[History](#)[Reminder](#) 0[Payments](#) 1[Internal](#) 0

Application

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

Project Description

The Conditional Use Permit is for Osprey Ranch Ph 2 for the Lift Station.

Property Address 3718 North Wolf Creek Drive
EDEN, UT, 84310

Property Owner Osprey Ranch Ph 2 Lift Station
801-389-0040
eric@thg-cs.com

Representative Rick Everson
801-897-4880
Reversion@evoutah.com

Accessory Dwelling Unit False

Current Zoning FV-3

Subdivision Name Osprey Ranch Ph2 Lift station

July 17, 2025

Narrative for Conditional Use Permit (CUP)

Sewer Lift Station- Osprey Ranch Subdivision Ph2

Osprey Ranch Subdivision Phase 2 has received both preliminary and final approval, and is in the final stages prior to recordation. The project is in mountainous terrain with steep slopes and requires a sewer lift station to service 17 of the proposed lots. Wolf Creek Water and Sewer Improvement District has approved the subdivision design plans which include the need for a sewer lift station building. The project is located in the FV-3 Zone, which requires a conditional use permit for a sewer lift station building.

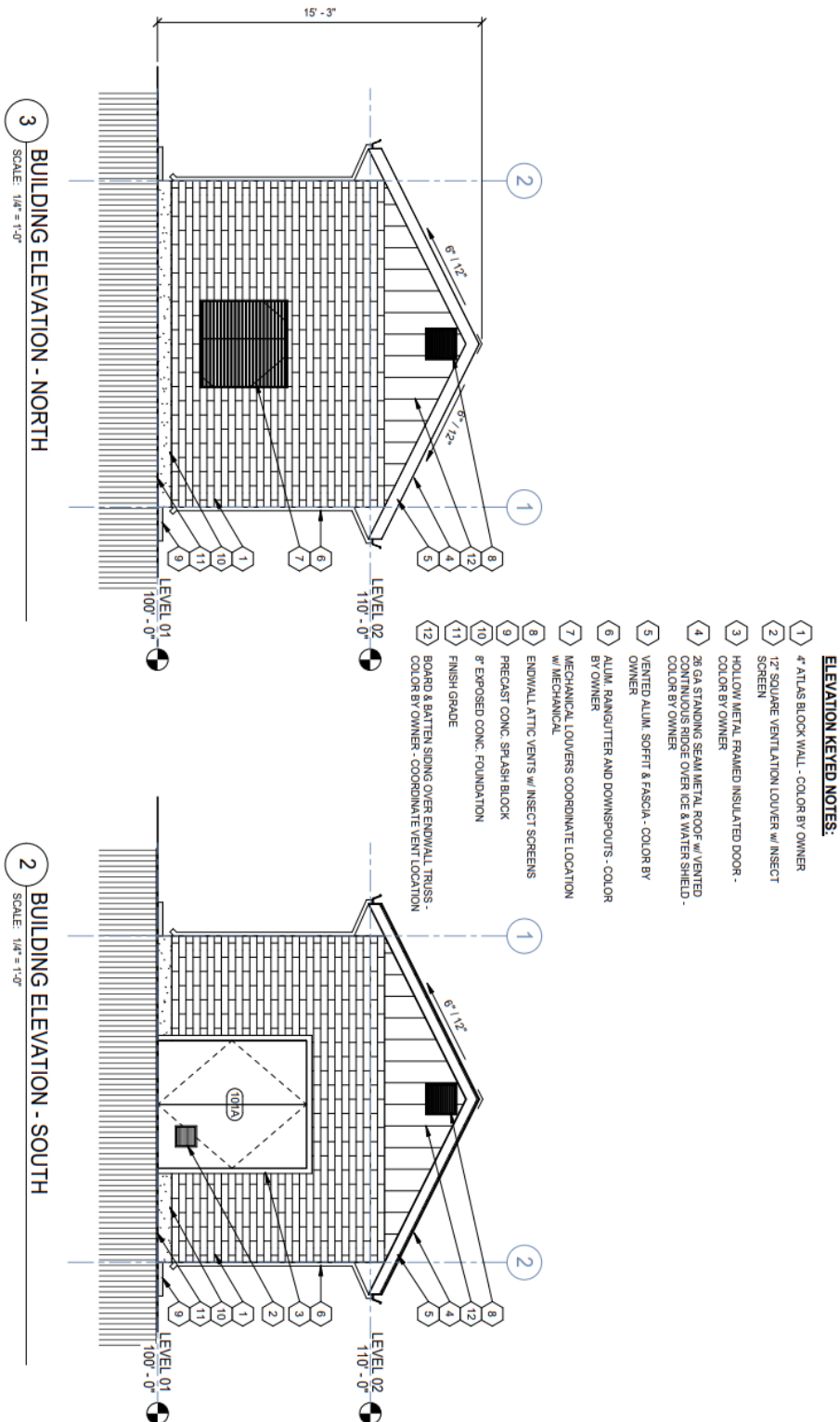
Submitted with this application is a complete, stamped, design set of drawings for the sewer lift station including elevation drawings, structural, mechanical, electrical, hvac, and civil site plan.

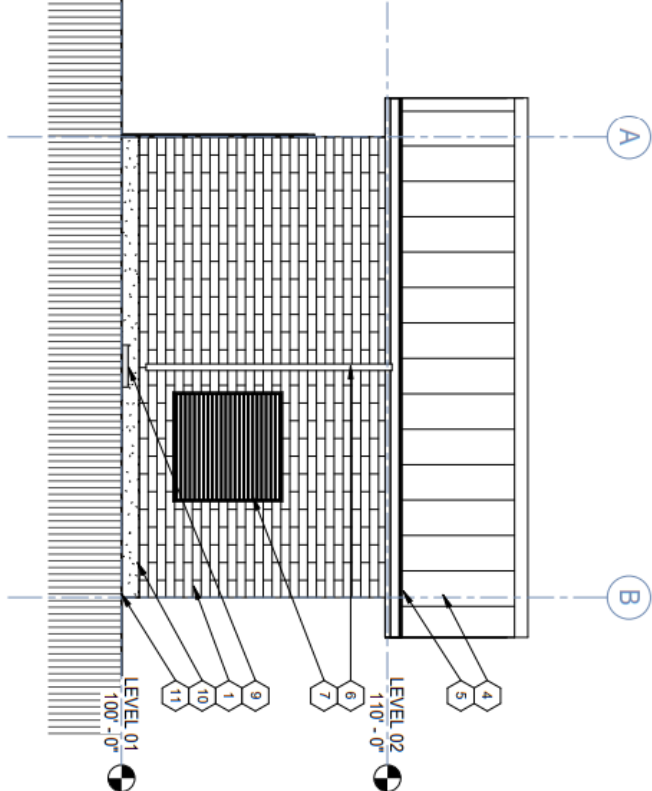
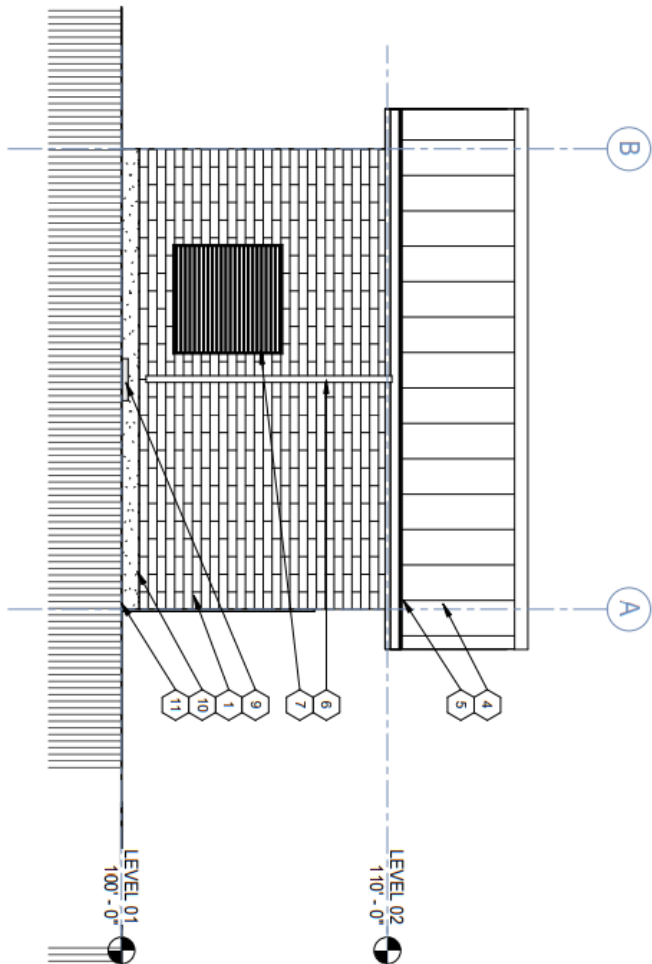
Per meetings and discussion with WCWSID, the structure was designed and modeled after the Brown Lift Station and the River Road Lift Station, both of which are approved, built, and operable.

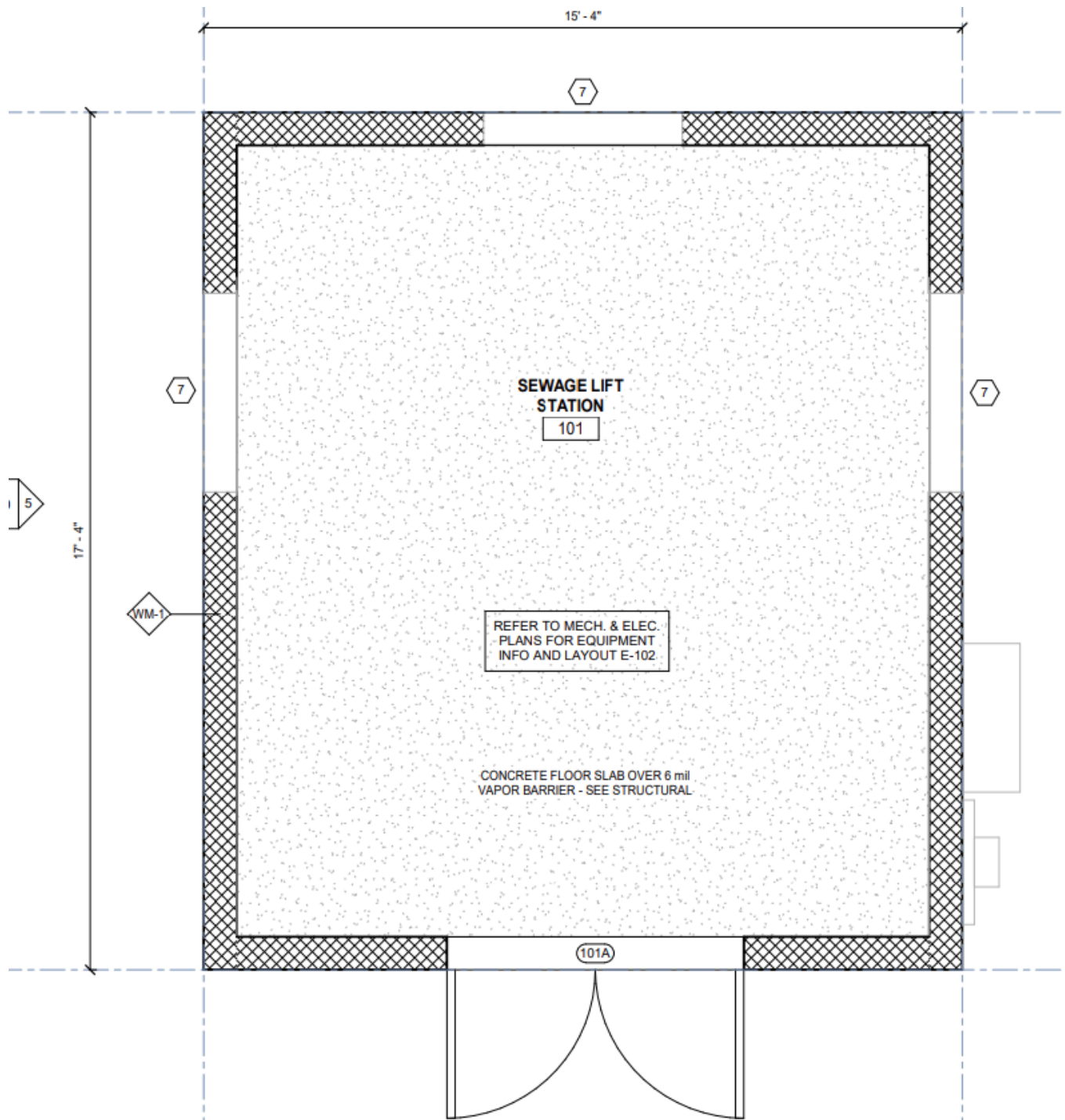
After receiving Conditional Use Approval, we will prepare and submit a building permit application with the Building Department.

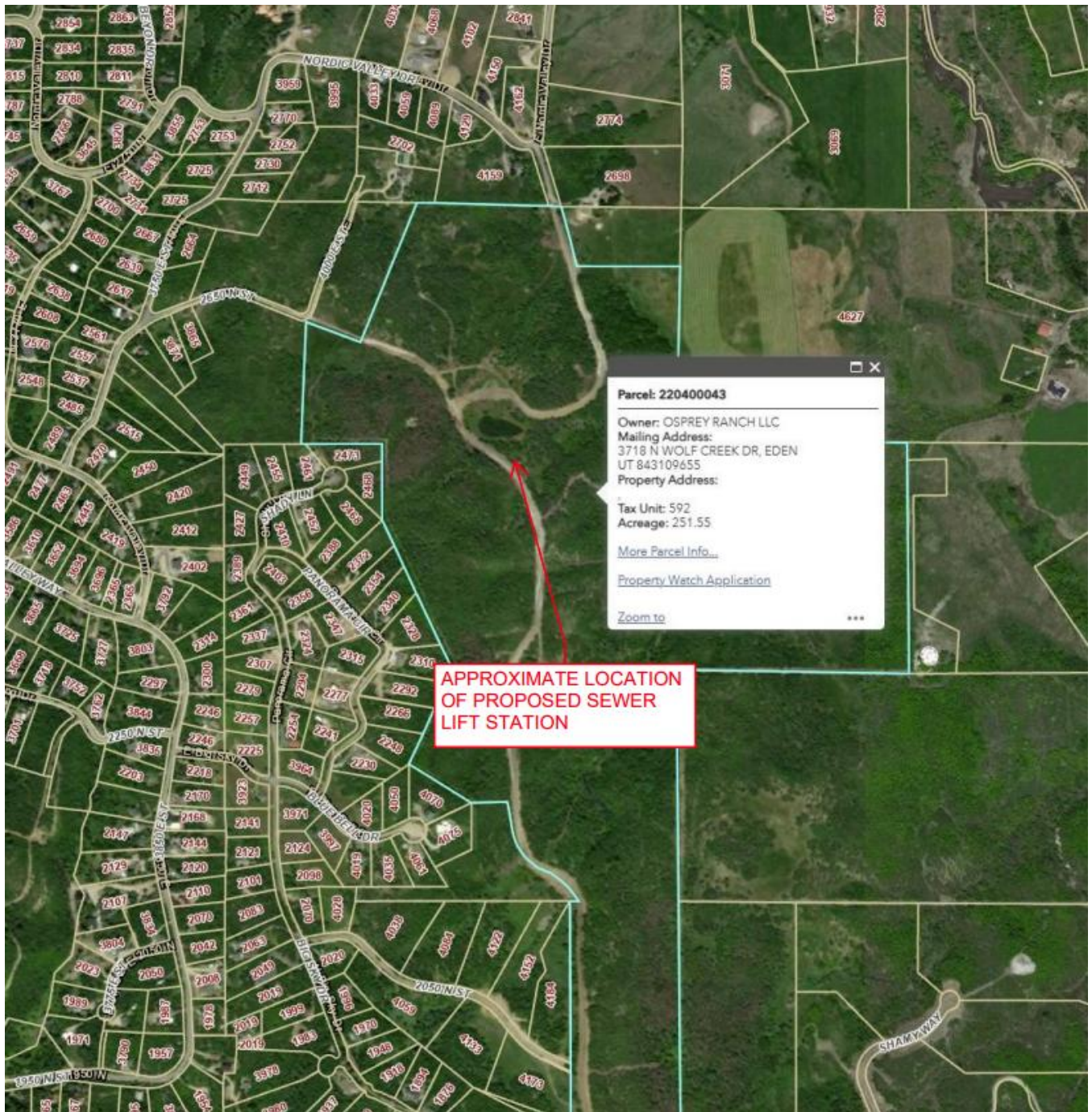
Exhibit B –Building Elevations and Site Plan

Full Set of Engineered Plans on File with Weber County











Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Request for approval of a well pump house to serve the Cobabe Ranch and Eden Crossing developments, through the Ogden Valley Mutual Water Company (DDW System #29132). Wells have been drilled and plans for the well house has been submitted to the State Division of Drinking Water for approval.

Application Type: Administrative

File Number: CUP 2025-12

Applicant: Rick Everson-Authorized Representative

Agenda Date: Tuesday, September 23, 2025

Approximate Address: 2001 Hwy 158, Eden UT 84310

Project Area: Approximately 1.25 Acre

Zoning: FV-3

Existing Land Use: Vacant

Proposed Land Use: Of the 9.21 Acres of continued vacant land, approximately 1.25 will be used for this public utility substation

Parcel ID: 22-048-0012

Township, Range, Section: Township 7 North, Range 1 East, Section 34 SW Qtr

Adjacent Land Use

North:	Residential/Vacant	South:	Hwy 158
East:	Hwy 158	West:	3500 East Street

Staff Information

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

Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 14 (Forest Valley Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 10 (Public Utility Substations)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

Background and Summary

The applicant is requesting approval of a conditional use permit for the installation of a well pump house to serve the Cobabe Ranch and Eden Crossing developments. The FV-3 Zone allows a “public utility substation” as a conditional use. The proposal has demonstrated that the operation will comply with the applicable regulations, with reasonable conditions imposed.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits and design reviews.

Analysis

General Plan: As a conditional use, this operation is allowed in the FV-3 Zone. With the establishment of appropriate conditions as determined by the Planning Commission, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the Forest Valley (FV-3) Zone.

The following setbacks apply, to a public utility substation in the FV-3 zone:

- Front: 30 feet
- Side: 20 feet
- Rear: 20 feet

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. Thus far, the applicant has received approval from the County Engineering Division, for the proposal.

The following is an analysis of the proposal reviewed against the conditional use standards:

- (1) Standards relating to safety for persons and property.* The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons.
- (2) Standards relating to infrastructure, amenities, and services:* The proposal is part of the infrastructure related to nearby development, and is not anticipated or expected to negatively impact any existing infrastructure, amenities, or services in the area.
- (3) Standards relating to the environment.* The proposal is not anticipated or expected to negatively impact the environment.
- (4) Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.* The property on which the conditional use permit is sought will support future residential development, if desired. The proposal complies with and supports the intent of the general plan.

Design Review: The FV-3 zone and the proposed conditional use mandate a design review as outlined in LUC §108-1 to ensure that the general design, layout, and appearance of the building remain orderly and harmonious with the surrounding neighborhood. The submitted plans show that the exterior finishes, which include textured and colored concrete masonry blocks, standing seam metal roofing, a skylight, and ridge vents. Applicant is proposing a structure that is 14'8" x 10'8" and approximately 12'9" in height to house the well pump and associated equipment. The proposed well house will be located on a concrete pad, measuring approximately 25' x 21' and will be accessed from Highway 158.

As part of this review, the Planning Commission shall consider the applicable matters based on the proposed conditional use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion. The proposal includes a site plan that identifies the location of the proposed building(s) as well as the access to the proposed lift station site. This site will be accessed directly from Highway 158 with an extended driveway access.

Considerations relating to landscaping. The applicant has indicated that the landscaping of this site will remain consistent with the surroundings, using a native seed mix.

Considerations relating to buildings and site layout. The proposed buildings meet the site development standards of a public utility substation within the FV-3 Zone.

Staff Recommendation

Staff recommends approval of this conditional use application subject to the applicant meeting the conditions of approval in this staff report and any other conditions required by the Planning Commission. This recommendation is subject to all review agency requirements, and is based on the following findings:

- The proposed use is allowed in the FV-3 Zone and meets the appropriate site development standards.
- The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

Exhibits

- A. Project Narrative
- B. Site Plan
- C. Elevations of Proposed Pump Station
- D. Road Cross-sections

Map 1



July 30, 2025

Narrative for Conditional Use Permit (CUP)

Well House- Parcel 22-048-0012

Ogden Valley Mutual Water Company (DDW System Number 29132) is proposing a well house located on Parcel 22-048-0012 to connect two approved wells to a single building and pump it to the proposed developments of Cobabe Ranch and Eden Crossing of which the water company will serve. The wells are drilled and accepted by the Division of Drinking Water and the well house has been submitted to the DDW for plan approval.

Submitted with this application is a complete, stamped, design set of drawings for the well house building including elevation drawings, structural, mechanical, electrical, and civil site plan.

Exhibit B – Site Plan

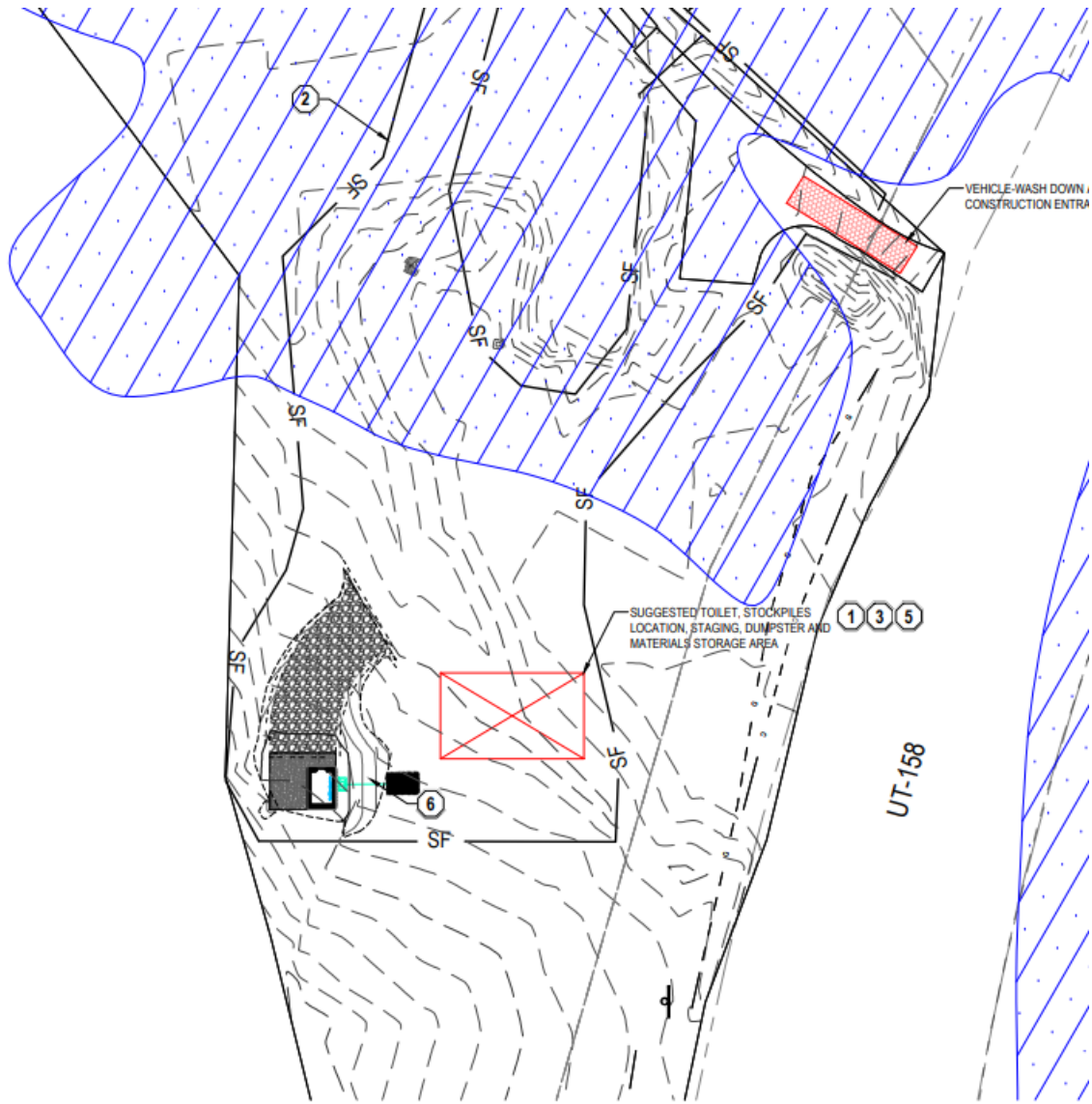
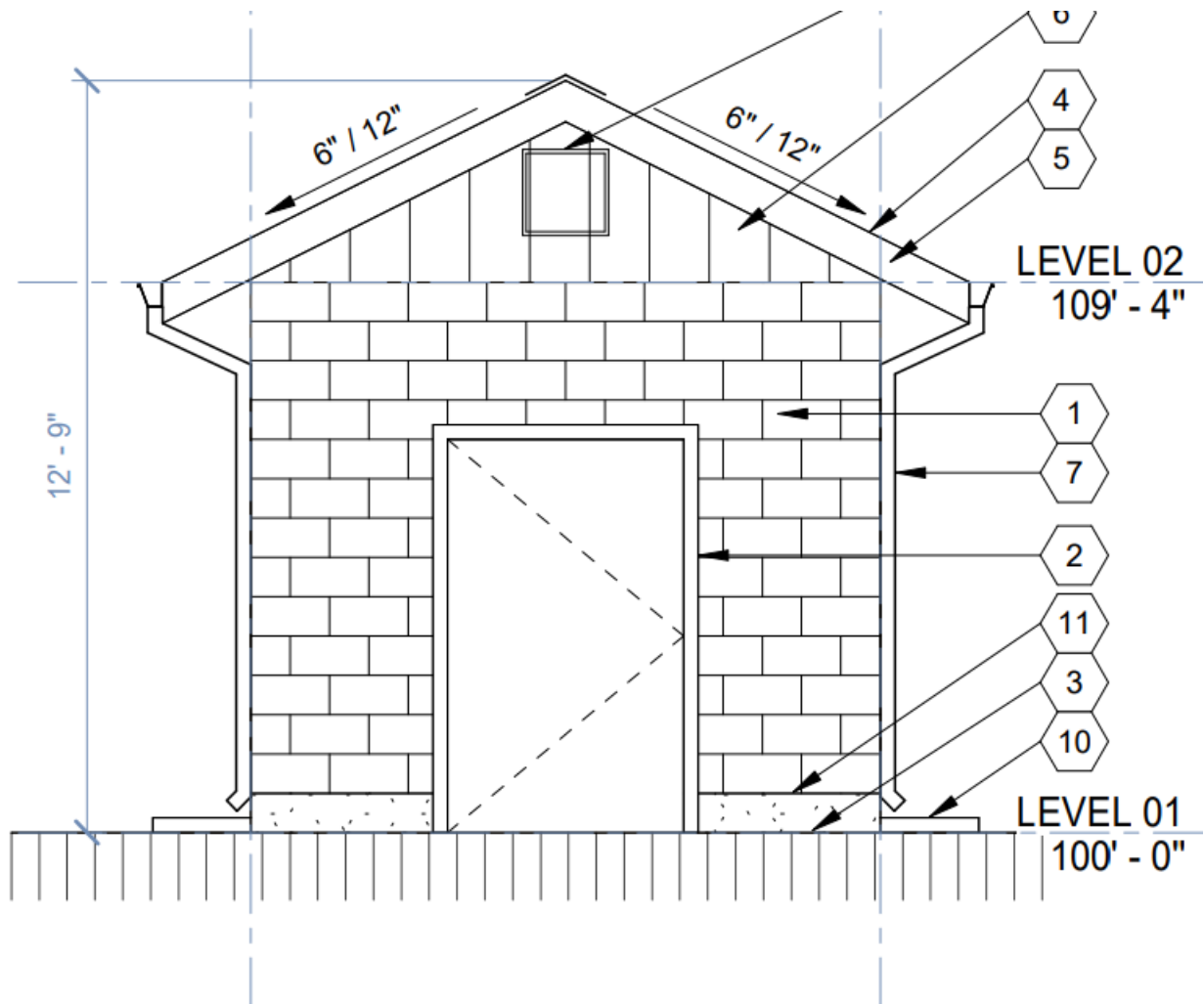


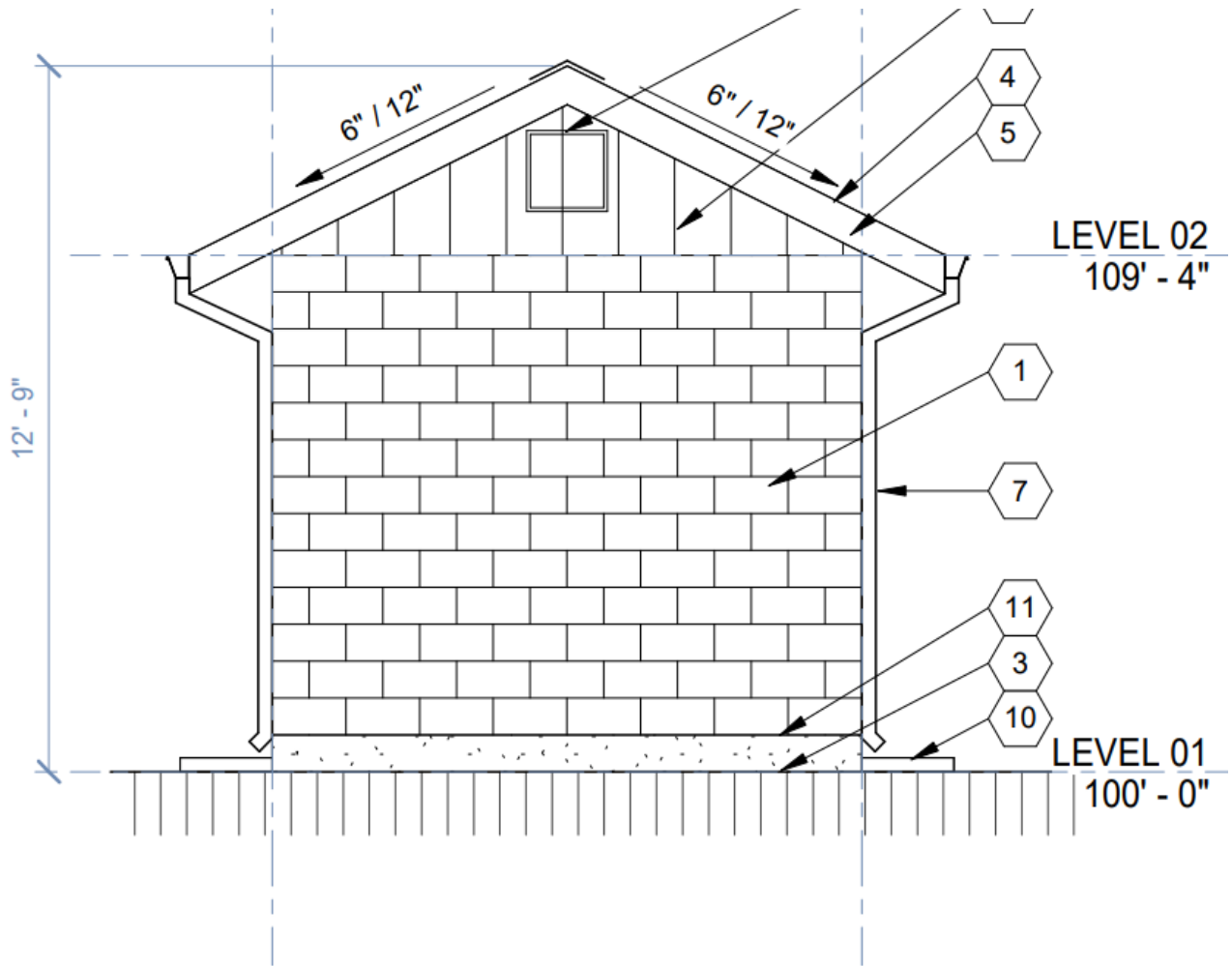
Exhibit C – Sketch of Proposed Pump house



3

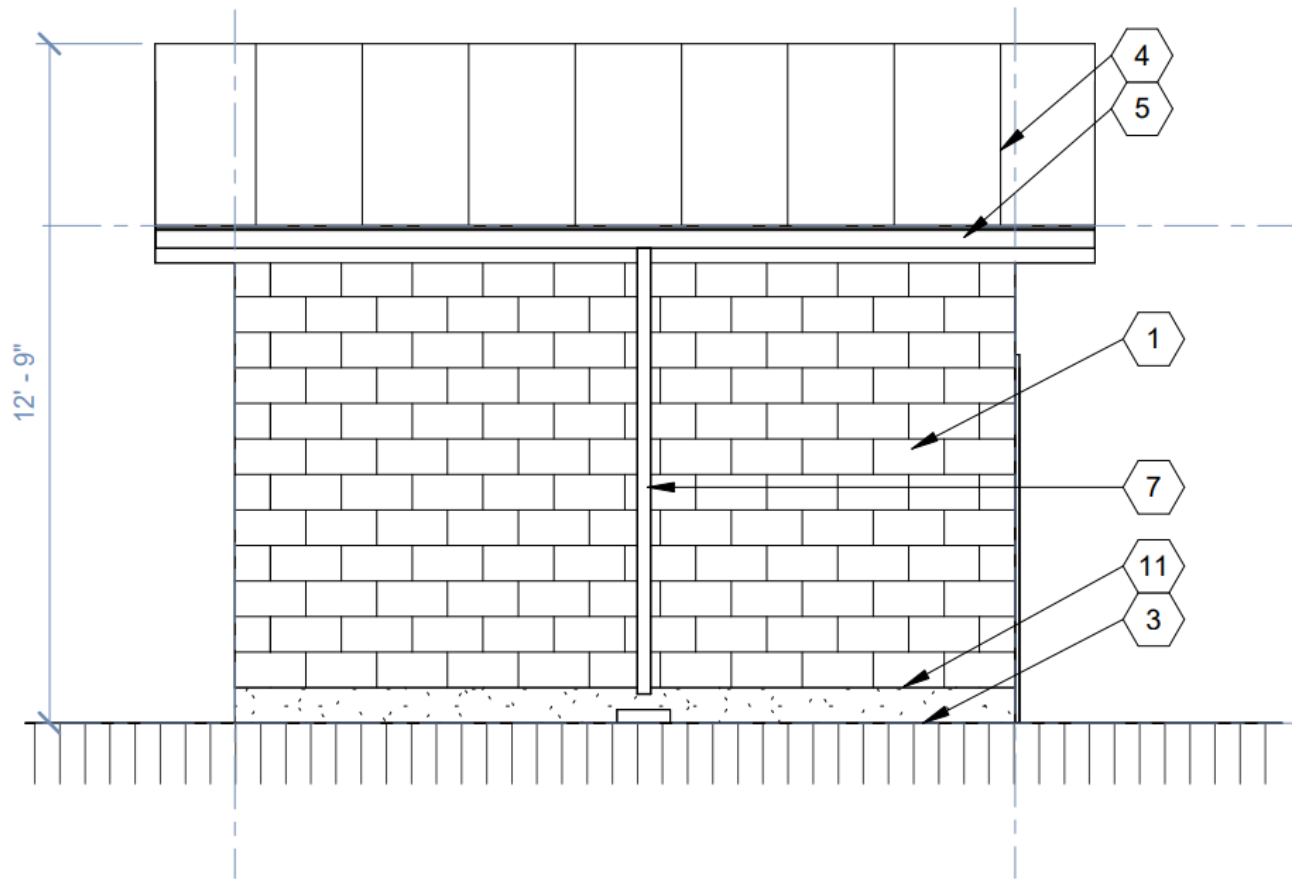
WELL HOUSE NORTH

SCALE: 1/4" = 1'-0"



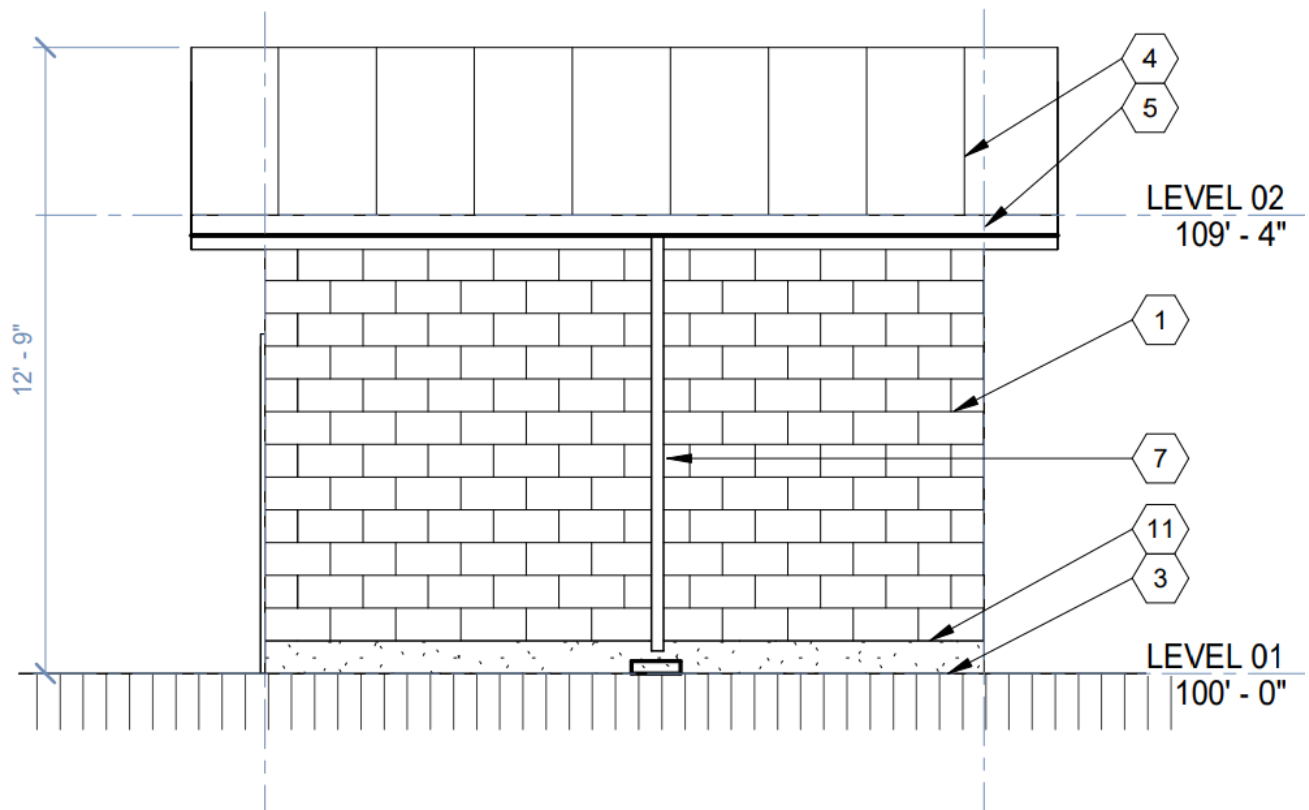
4 WELL HOUSE SOUTH

SCALE: 1/4" = 1'-0"



2 WELL HOUSE EAST

SCALE: 1/4" = 1'-0"



WELL HOUSE WEST

SCALE: 1/4" = 1'-0"

KEYED NOTES:

- 1 8" SPLIT FACE CMU WALL - COLOR BY OWNER
- 2 HOLLOW METAL FRAMED INSULATED DOOR - COLOR BY OWNER
- 3 FINISH GRADE
- 4 26 GA. STANDING SEAM METAL ROOF w/ VENTED CONTINUOUS RIDGE OVER ICE & WATER SHIELD - COLOR BY OWNER
- 5 VENTED ALUM. SOFFIT & FASCIA - COLOR BY OWNER
- 6 BOARD & BATTEN SIDING OVER ENDWALL TRUSS - COLOR BY OWNER - COORDINATE VENT LOCATION
- 7 ALUM. RAINGUTTER AND DOWNSPOUTS - COLOR BY OWNER
- 8 MECHANICAL LOUVERS COORDINATE LOCATION w/ MECHANICAL
- 9 ENDWALL ATTIC VENTS w/ INSECT SCREENS
- 10 PRECAST CONC. SPLASH BLOCK
- 11 8" EXPOSED CONC. FOUNDATION

Detailed Engineered Plans on File with Weber County



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-07, A request from Mountain Dreams LLC for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 45.53 acres, located at 4200 E 4100 N, Eden, UT, 84310 in the FV-3 Zone.

Agenda Date: September 23, 2025

Applicant: Mountain Dreams LLC, Lacy Richards Authorized Representative

File Number: ZDA2025-07

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23658>

Property Information

Approximate Address: 4200 E 4100 N Eden UT 84310

Current Zone(s): Forest Consideration and action on a request for a 2.5-foot variance to the minimum 10-foot side setback on the east side of the proposed building site. This property is a lot in the Summerset Farms Subdivision Phase 2. This lot is located in the A-1 zone, located 3752 W 2340 South, Ogden, UT, 84404.

Valley (FV-3) Zone

Adjacent Land Use

North: Agricultural	South: 4100 North Street
East: Residential	West: Vacant

Staff Information

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

Report Reviewer: CE

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures
§Title 104, Chapter 14 Forest (FV-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.

Applicant has requested a final decision within 45 days.

Summary

Purpose of Request:

To allow for subdivision approval and recordation without the typical required timelines for phasing, as well as to preserve current density rights for future development opportunities, on approximately 45.53 acres.

Policy Analysis

Key Points:

1. Developer is seeking to preserve 1 development right for every three acres on approximately 45.53 acres in the Forest Valley (FV-3) Zone.
2. Developer is seeking to develop according to the submitted site plan. These standards, relative to lot development standards, are similar to those in a cluster subdivision. **Lot sizes range from 0.48 acres to 26.206 acres. Lot widths range from 60' to 243'.**
3. Developer is seeking a 30-year timeline to develop this project. The applicant proposes the slower pace of this development will allow for more open space over a longer period and will allow for family to develop as their circumstances allow. **Weber County LUC 106-1-7 requires a phased development to record each new phase within one year from the date of the previous phase being recorded.**
4. Applicant is proposing a 22-acre open space parcel to remain open in perpetuity, as well as connectivity to the east, as the parcel to the east does not currently have frontage along 4100 North Street. **If left to develop under current zoning and subdivision standards, there would be one home for every three acres, with no open space. Open space preservation is not a requirement for a standard subdivision in the FV-3 Zone.**
5. Zoning Implications – The property zoning is not proposed to change from Forest Valley (FV-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 proposal may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding residential development in the Forest Valley (FV-3) Zone. Staff is presenting analysis of the proposal above, 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.

Staff would recommend approval of this request 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 are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.
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 #ZDA2025-07, an application for a development agreement amendment for Mountain Dream LLC, located at approximately 4200 E 4100 N, Liberty, 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 #ZDA2025-07, an application for a development agreement amendment for Mountain Dream LLC, located at approximately 4200 E 4100 N, Liberty, 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-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 #ZDA2025-07, an application for a development agreement amendment for Mountain Dream LLC, located at approximately 4200 E 4100 N, Liberty, UT, 84310.

I do so with the following findings:

- *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 _____].*

Exhibit A: Proposed Development Layout
Exhibit B: Applicant-Written Development Agreement
Exhibit C: Staff-Edits to Applicant Development Agreement

Exhibit A – Proposed Development Layout

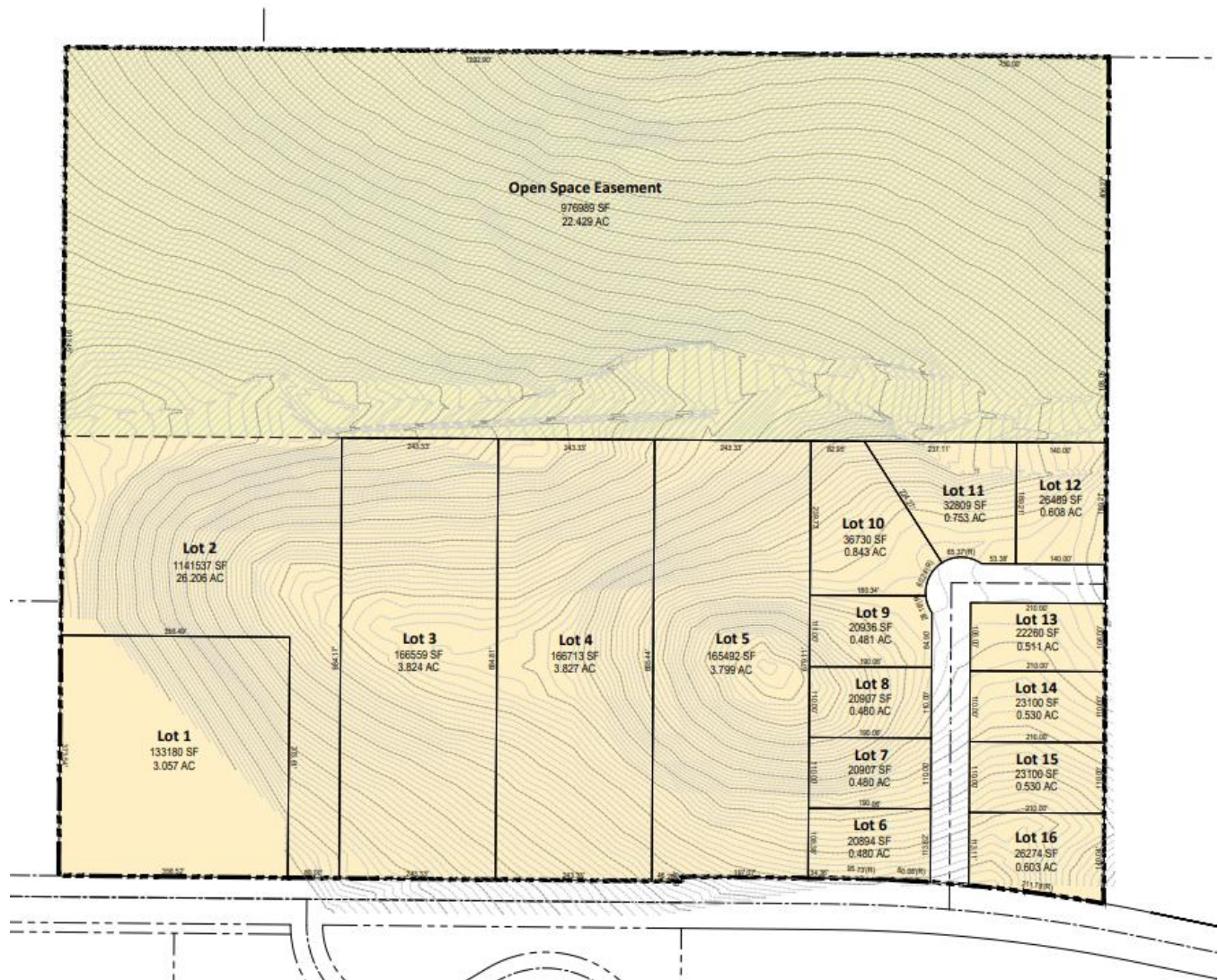


Exhibit B – Proposed Development Agreement from Applicant

WHEN RECORDED, RETURN TO:

Mountain Dreams, LLC
Attn: J. R. Burton
P. O. Box 57
Huntsville, Utah 84317

DEVELOPMENT AGREEMENT FOR MOUNTAIN DREAMS 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 MOUNTAIN DREAMS, LLC and assigns, a Utah limited liability company ("Developer"), and made effective as of the Effective Date (defined below).

RECITALS

A. Developer owns approximately 45.6 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A ("Property"), identified by Tax Parcel ID numbers 22-015-0108 and 22-015-0111.

B. The Property is presently zoned Forest Valley 3 (FV-3), and is currently vacant, undeveloped land.

C. Developer intends to develop the Property as a residential subdivision ("Project") consistent with the Concept Plan as shown on the attached 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 Concept Plan and current zoning requirements, except as otherwise agreed to in 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 2.2 below.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Concept Plan means the conceptual plan for the Project, shown in Exhibit B, which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

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 Preliminary or 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 shall not exceed fifteen (15) unless mutually agreed by the Parties.

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 Open Space Easement means a perpetual easement in favor of Weber County consistent with and defined by the terms of this agreement.

1.2.13 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.

1.2.14 Planning Commission means Weber County's Ogden Valley Planning Commission.

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 platted, or otherwise 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 Concept 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.

1.2.1 Zoning means the Forest FV-3 zoning of the Property as further set forth in the County's Vested Laws.

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 Concept 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 Concept Plan and County's Vested Laws.** The Parties agree that the Concept 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's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Concept Plan that does not comply with County's Vested Laws or with this Agreement shall not be construed to be a waiver from County's 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.

2.5 Effect of Incorporation of Municipality. Pursuant to Utah Code Ann. §10-9a-509, an incorporation of any portion of the Property into a municipality, including the pending incorporation of Ogden Valley City, or a petition that proposes the incorporation of any portion of the Property into a new municipality, shall not affect the vesting of the Property in accordance with County's Vested Laws, including the provisions of the Zoning, and as otherwise set forth herein.

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. 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 Concept Plan including variations to the exact locations and configurations of residential lots 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, Public Roadways within the Project that are necessary for the connectivity and development of the Project as generally depicted on the Concept Plan. The width of the Public Roadways are indicated on the Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 Community Benefits. In consideration for receipt of the benefits offered by this Agreement, Developer agrees as follows:

- 3.3.1 **Open Space Easement.** Developer shall grant to Weber County an Open Space Easement ("Easement") containing approximately 22.5 acres along the northern portion of the Project, extending approximately 1,650 feet east and west from the eastern to the western boundary of the project, as generally shown on the Concept Plan. This easement will prohibit the construction of dwelling structures, but will allow for agricultural and other open space type uses as further set forth herein. This Easement shall be recorded within thirty (30) days after the recording of this Agreement.
- 3.3.2 **Street Connectivity.** Developer shall dedicate to Weber County a public right-of-way street connection from Fairways Drive through the Property, which shall be stubbed into the Watson property (Parcel Tax ID 22-015-0104) to the east of the Property as generally depicted on the Concept Plan, thus providing for future connectivity. The public right-of-way shall be not less than sixty (60) feet in width, unless mutually agreed by the Parties. Such dedication shall occur prior to submission of Development Applications for the final three residential lots in the Project.

3.4 The Site Development Standards for the Project shall be as shown below.

Site Development Standards

The following site development standards shall apply to the Project

Minimum lot area	20,000 square feet
Minimum lot width	feet except the width of lots on the outside of the curved streets or on the ends of cul-de-sacs may be reduced by up to one-third provided the lot has the required lot width at a distance of 70 feet back from the front lot line
Minimum yard setbacks	
Front	30 feet
Side	10 feet, except 20 feet on side facing street on corner lot
Rear	
Main building	30 feet
Accessory building	10 feet
Main building height	
Minimum	1 story
Maximum	35 feet
Accessory building height	25 feet, unless meeting requirements of section 108-7-16, Large accessory buildings

3.5 Permitted Uses. In addition to the Permitted Uses contained in Section 104-14-2 (FV-3 zone) of Weber County Code, including a, d, f, g, i, and j thereof, the following uses, as contained and defined in Weber County Code Section 104-2-3 (AV-3 zone), are permitted in the Project, including in the area subject to the Open Space Easement:

- A. Agriculture
- B. Agriculture, community oriented
- C. Animal grazing
- D. Family Food Production, accessory to a residential use
- E. Stable for horses, non-commercial
- F. Accessory buildings
- G. Private family park, playground or recreation area.

3.6 Minimum Phase Size. The minimum size for a phase in the Project shall be one (1) residential lot. There is no maximum size.

3.7 Driveway Access on Lots 2, 3, 4, and 5. Driveway access to the residential lots depicted as lots 2, 3, 4, and 5 on the Concept Plan shall be permitted from 4100 North Street so long as provisions are made on those lots for vehicles to turn around so that there will be no necessity for vehicles egressing those lots to back into traffic on 4100 North Street.

4. Term of Agreement. The initial term of this Agreement commences on the Effective Date and continues for a period of thirty (30) years ("Term"). So long as Developer is in substantial compliance with the terms of this Agreement, the initial Term may be extended for up to three (3) additional five-year terms at the discretion of Developer.

5. Processing of Development Applications.

5.1 Processing of Development Applications; County Denial of a Development Application. County agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If the County denies a Development Application, it shall provide a written determination 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 and Applicable Law. County agrees to table final decision on a Development Application, rather than issuing a denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "meet and confer" process outlined below. Developer may resubmit a denied Development Application after addressing the reasons for denial communicated by the County.

5.2 Development Application Timeline. Development applications for all of the residential lots contained in the Project must be submitted prior to the expiration of the Term of the Agreement (including extensions), unless mutually agreed by the Parties. Nothing in this Section 5.2 prohibits Developer from submitting Development Applications for multiple phases of the Project at the same time. If Developer fails to timely submit a Development Application under this Section 5.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Development Application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Development Application.

5.3 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.

5.4 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 and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. 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.

7. Public Infrastructure and Utilities.

7.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 7.2 below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project. For the purpose of clarity and for the avoidance of doubt, such Public Infrastructure does not include right-of-way improvements on 4100 N, as Developer previously met all obligations for right-of-way improvements participation for 4100 N by donating the property for the widening of 4100 N along the southern frontage of the Property.

7.2 Upsizing/Reimbursements to Developer. The County shall not require Developer to "upsize" any Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Parties agree to comply with

all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

7.3 Culinary Water and Sanitary Sewer Improvements. Private well(s) and private onsite wastewater disposal systems may be utilized within the Project, in accordance with applicable law, and the County shall not otherwise require Developer to install a culinary water system or sanitary sewer system throughout the Project. County agrees that Developer, at its discretion, may elect to utilize culinary water or sanitary sewer systems in all or part of the Project, and will be permitted to access and connect to county services as set forth in Section 7.4.

7.4 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, including parcels involved in the Ogden Valley City incorporation 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.

8. Default.

8.1 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.

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

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 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;

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

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

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

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

8.3.2 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.

8.4 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.

8.5 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.

8.6 Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended for a reasonable period or periods so long as the defaulting Party is

pursuing a cure with reasonable diligence.

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

9. **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:

Mountain Dreams, LLC
Attn: Jeffry R. Burton
P. O. Box 57
Huntsville, Utah 84317
Email: jrb@relia.net

With a Copy to:

Lacy B. Richards
4741 West 4100 South
West Haven, Utah 84401
Email: havenfam@gmail.com

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

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

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

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

9.1.3 **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.

9.1.4 **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.

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

11. **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.

12. Administrative Modifications.

12.1 **Allowable Administrative Applications:** The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

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

12.1.2 Concept Plan. Any modifications to the Concept Plan that do not increase the number of Units or omit the street connectivity to the Watson property.

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

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

12.3 **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 13 of this Agreement.

12.4 **Appeal of Administrator's Finding that Proposal Does Not Qualify as Administrative Modification.** If the Administrator determines a proposal does not qualify as an Administrative Modification pursuant to Sections 12.1.1, 12.1.2, or 12.1.3 above, the Applicant may appeal to the Weber County Board of Adjustment for review of such determination.

12.5 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application (defined below).

13. **Amendment.** Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 13. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

13.1 **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.

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

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

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

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

13.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300').

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

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

13.5 Planning Commission Review of Modification Applications.

13.5.1 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.

13.5.2 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 County Commission.

13.6 **County 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 County Commission shall consider the Modification Application.

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

14. 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.

15. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

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

17. 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.

18. 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.

19. 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.

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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:

MOUNTAIN DREAMS, LLC
a Utah limited liability company

By: _____
Name: J. R. Burton _____
Its: M a n a g e r _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me J. R. Burton, who being by me duly sworn, did say that he is the Manager_of Mountain Dreams, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

Approved as to form and legality:

WEBER COUNTY,
a Utah political subdivision

County Attorney

By: _____ Name:

Its: County Commission Chair

Attest:

Ricky Hatch, Weber
County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of _____, 2025 personally appeared before me
_____ who being by me duly sworn, did say that she 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 Sharon
Bolos acknowledged to me that the County executed the same.

NOTARY PUBLIC

Summary of the Accommodations, Terms and Conditions

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

Exhibit C – Staff Edits to Applicant Development Agreement

DRAFT – FOR DISCUSSION PURPOSES

WHEN RECORDED, RETURN TO:

Mountain Dreams, LLC
Attn: J. R. Burton
P. O. Box 57
Huntsville, Utah 84317

DEVELOPMENT AGREEMENT FOR MOUNTAIN DREAMS 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 ~~MOUNTAIN~~ MOUNTAIN DREAMS, LLC and assigns, a Utah limited liability company ("Developer"), and made effective as of the Effective Date (defined below).

RECITALS

A. Developer owns approximately 45.536 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A ("Property"), identified by Tax Parcel ID numbers 22-015-0108 and 22-015-0111.

B. The Property is presently zoned Forest Valley 3 (FV-3), and is currently vacant, undeveloped land.

C. Developer intends to develop the Property as a residential subdivision ("Project") consistent with the Concept Plan as shown on the attached 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 Concept Plan and current zoning requirements, except as otherwise agreed to in 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 2.2 below.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Concept Plan means the conceptual plan for the Project, shown in Exhibit B, which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

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 Preliminary or 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 shall not exceed fifteen (15) unless mutually agreed by the Parties.

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 Open Space Easement means a perpetual easement in favor of Weber County consistent with and defined by the terms of this agreement.

1.2.13 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.

1.2.14 Planning Commission means Weber County's Ogden Valley Planning Commission.

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 platted, or otherwise 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 Concept 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.

1.2.1 Zoning means the Forest FV-3 zoning of the Property as further set forth in the County's Vested Laws.

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 Concept 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 Concept Plan and County's Vested Laws.** The Parties agree that the Concept 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's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Concept Plan that does not comply with County's Vested Laws or with this Agreement shall not be construed to be a waiver from County's 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.

2.5 Effect of Incorporation of Municipality. Pursuant to Utah Code Ann. §10-9a-509, an incorporation of any portion of the Property into a municipality, including the pending incorporation of Ogden Valley City, or a petition that proposes the incorporation of any portion of the Property into a new municipality, shall not affect the vesting of the Property in accordance with County's Vested Laws, including the provisions of the Zoning, and as otherwise set forth herein.

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. 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 Concept Plan including variations to the exact locations and configurations of residential lots 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, except as otherwise provided herein.

3.2 Roadway Improvements. Developer shall construct, or cause to be constructed, Public Roadways within the Project that are necessary for the connectivity and development of the Project as generally depicted on the Concept Plan. The width of the Public Roadways are indicated on the Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 Community Benefits. In consideration for receipt of the benefits offered by this Agreement, Developer agrees as follows:

- 3.3.1 **Open Space Easement.** Developer shall grant to Weber County an Open Space Easement ("Easement") containing approximately 22.5 acres along the northern portion of the Project, extending approximately 1,650 feet east and west from the eastern to the western boundary of the project, as generally shown on the Concept Plan. This easement will prohibit the construction of dwelling structures, but will allow for agricultural and other open space type uses as further set forth herein. This Easement shall be recorded within thirty (30) days after the recording of this Agreement.
- 3.3.2 **Street Connectivity.** Developer shall dedicate to Weber County a public right-of-way street connection from Fairways Drive through the Property, which shall be stubbed into the Watson property (Parcel Tax ID 22-015-0104) to the east of the Property as generally depicted on the Concept Plan, thus providing for future connectivity. The public right-of-way shall be not less than sixty (60) feet in width, unless mutually agreed by the Parties. Such dedication shall occur prior to submission of Development Applications for the final three residential lots in the Project.

3.4 The Site Development Standards for the Project shall be as shown below.

3.44

<u>Minimum Lot Area</u>	<u>20,000 square feet</u>
<u>Minimum Lot Width</u>	<u>100 feet</u>
<u>Minimum Yard Setbacks</u>	
<u>Front and from 4100 North Street</u>	<u>30 feet</u>
<u>Side</u>	<u>5 feet except 20 feet on a side facing corner lot. When lot boundary is adjacent to 4100 North Street the minimum setback shall be 30 feet.</u>
<u>Rear</u>	<u>20 feet</u>
<u>Main building</u>	<u>20 feet</u>
<u>Accessory building</u>	<u>5 feet</u>
<u>Main building height</u>	
<u>Minimum</u>	<u>1 story</u>
<u>Maximum</u>	<u>35 feet</u>
<u>Accessory building height</u>	<u>25 feet</u>

3.54.1 **Permitted Uses.** In addition to the Permitted Uses contained in Section 104-14-2 (FV-3 zone) of Weber County Code, including a, d, f, g, i, and j thereof, the following uses, as contained and defined in Weber County Code Section 104-2-3 (AV-3 zone), are permitted in the Project, including in the area subject to the Open Space Easement:

- A. Agriculture
- B. Agriculture, community oriented
- C. Animal grazing
- D. Family Food Production, accessory to a residential use
- E. Stable for horses, non-commercial
- F. Accessory buildings
- G. Private family park, playground or recreation area.

3.64.2 **Minimum Phase Size.** The minimum size for a phase in the Project shall be one (1) residential lot. There is no maximum size.

3.74.3 **Driveway Access on Lots 2, 3, 4, and 5.** Driveway access to each of the residential lots depicted as lots 2, 3, 4, and 5 on the Concept Plan shall be permitted from 4100 North Street so long as provisions are made on those lots for vehicles to turn around so that there will be no necessity for vehicles egressing those lots to back into traffic on 4100 North Street.

4.5. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of thirty (30) years ("Term"). So long as Developer is in substantial compliance with the terms of this Agreement, the initial Term may be extended for up to three (3) additional five-year terms at the discretion of Developer.

5.6. Processing of Development Applications.

5.16.1 **Processing of Development Applications; County Denial of a Development Application.** County agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If the County denies a Development Application, it shall provide a written determination 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 and Applicable Law. County agrees to table final decision on a Development Application, rather than issuing a denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "meet and confer" process outlined below. Developer may resubmit a denied Development Application after addressing the reasons for denial communicated by the County.

5.26.2 Development Application Timeline. Development applications for all of the residential lots contained in the Project must be submitted prior to the expiration of the Term of the Agreement (including extensions), unless mutually agreed by the Parties. Nothing in this Section 5.2 prohibits Developer from submitting Development Applications for multiple phases of the Project at the same time. If Developer fails to timely submit a Development Application under this Section 5.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Development Application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Development Application.

5.36.3 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.

5.46.4 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 and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6.7. 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.

7.8. Public Infrastructure and Utilities.

7.18.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 7.2 below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project. For the purpose of clarity and for the avoidance of doubt, such Public Infrastructure does not include right-of-way improvements on 4100 N, as Developer previously met all obligations for right-of-way improvements participation for 4100 N by donating the property for the widening of 4100 N along the southern frontage of the Property.

7.28.2 Upsizing/Reimbursements to Developer. The County shall not require Developer to "upsize" any Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Parties agree to comply with

all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

7.38.3 Culinary Water and Sanitary Sewer Improvements. Private well(s) and private onsite wastewater disposal systems may be utilized within the Project, in accordance with applicable law, and the County shall not otherwise require Developer to install a culinary water system or sanitary sewer system throughout the Project. County agrees that Developer, at its discretion, may elect to utilize culinary water or sanitary sewer systems in all or part of the Project, and will be permitted to access and connect to county services as set forth in Section 7.4.

7.48.4 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, including parcels involved in the Ogden Valley City incorporation 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.

8.9. Default.

8.19.1 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.

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

8.2.19.2.1 Specific Claim. Specify the claimed event of Default;

8.2.29.2.2 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;

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

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

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

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

8.3.29.3.2 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.

8.49.4 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.

8.59.5 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.

8.69.6 Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended for a reasonable period or periods so long as the defaulting Party is

pursuing a cure with reasonable diligence.

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

9.10. 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:

Mountain Dreams, LLC
Attn: Jeffry R. Burton
P. O. Box 57
Huntsville, Utah 84317
Email: jrb@relia.net

With a Copy to:

Lacy B. Richards
4741 West 4100 South
West Haven, Utah 84401
Email: havenfam@gmail.com

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

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

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

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

9.1.310.1.3 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.

9.1.410.1.4 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.

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

11.12. 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.

~~12.13.~~ Administrative Modifications.

~~12.13.1~~ Allowable Administrative Applications: The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

~~12.13.1.1~~ Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

~~12.13.1.2~~ Concept Plan. Any modifications to the Concept Plan that do not increase the number of Units or omit the street connectivity to the Watson property.

~~12.13.1.3~~ Minor Amendment. Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

~~12.13.2~~ Application to Administrator. Applications for Administrative Modifications shall be filed with the Administrator.

~~12.13.3~~ 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 13 of this Agreement.

~~12.13.4~~ Appeal of Administrator's Finding that Proposal Does Not Qualify as Administrative Modification. If the Administrator determines a proposal does not qualify as an Administrative Modification pursuant to Sections 12.1.1, 12.1.2, or 12.1.3 above, the Applicant may appeal to the Weber County Board of Adjustment for review of such determination.

~~12.13.5~~ Appeal of Administrator's Denial of Administrative Modification. If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application (defined below).

~~13.14~~ Amendment. Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 13. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

~~13.14.1~~ 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.

~~13.214.2~~ Modification Application Contents. Modification Applications shall:

~~13.214.2.1~~ Identification of Property. Identify the property or properties affected by the Modification Application.

~~13.214.2.2~~ Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

~~13.214.2.3~~ Identification of Non-County Agencies. Identify any non-County agencies potentially having jurisdiction over the Modification Application.

~~13-2-414.2.4~~ **Map.** Provide a map of any affected property and all property within three hundred feet (300').

~~13-314.3~~ **Fee.** Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

~~13-414.4~~ **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in ~~fairly processing~~ Modification Applications within the typical timeliness of such applications.

~~13-514.5~~ **Planning Commission Review of Modification Applications.**

~~13-5-14.5.1~~ **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.

~~13-5-214.5.2~~ **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 County Commission.

~~13-614.6~~ **County 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 County Commission shall consider the Modification Application.

~~13-714.7~~ **County Commission's Objections to Modification Applications.** If the County Commission objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County Commission believes that the Modification Application is not consistent with the intent of this Agreement and/or the County's Vested Laws (or, only to the extent permissible under this Agreement, the County's Future Laws).

~~14-15.~~ **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.

~~15-16.~~ **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

~~16-17.~~ **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

~~17-18.~~ **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.

~~18-19.~~ **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.

~~19-20.~~ **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.

20-21. 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.

21-22. Venue. Any action to enforce this Agreement shall be brought only in the Second District Court for the State of Utah in Weber County.

22-23. 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.

23-24. 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.

24-25. 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.

25-26. 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.

26-27. 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.

27-28. 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:

MOUNTAIN DREAMS, LLC
a Utah limited liability company

By _____
Name: J. R. Burton _____
Its: Manager _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF)

On the ____ day of _____, 2025, personally appeared before me J. R. Burton, who being by me duly sworn, did say that he is the Manager of Mountain Dreams, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

Approved as to form and legality:

WEBER COUNTY,
a Utah political subdivision

County Attorney

By: _____ Name:

Its: County Commission Chair

Attest:

Ricky Hatch, Weber
County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

On the _____ day of _____, 2025 personally appeared before me
_____ who being by me duly sworn, did say that she 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 Sharon
Bolos acknowledged to me that the County executed the same.

NOTARY PUBLIC



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2025-02, a request from Dan Mabey for a public hearing, discussion, and possible recommendation regarding an application for a zoning map amendment to rezone approximately 4 acres in the Nordic Valley area from the Forest Valley (FV-3) zone to the Form Based (FB) zone. Such rezone would apply the Form-Based zone's Small Lot Residential (SLR) street type to the property.

Agenda Date: September 23, 2025

Applicant: Dan Mabey

File Number: ZMA2025-02

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/22348>

Property Information

Approximate Address: 3662 E NORDIC VALLEY RD, Unincorporated Ogden Valley

Current Zone(s): FV-3 Zone

Proposed Zone(s): FB Zone

Adjacent Land Use

North: Large lot residential **South:** Vacant; Nordic Valley's Future Master Planned Development

East: Large lot residential **West:** Large lot residential

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 14 Forest Valley Zone.
§Title 104, Chapter 22 Form-Based Zone

Legislative Decisions

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

Summary and Background

This is an application for a rezone approximately four acres from the FV-3 Zone to the FB Zone. The planning commission informally reviewed this request and the associated concept plan(s) in a work session on July 16, 2025. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal.

Policy Analysis

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

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

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

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

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

The FB zone was specifically designed to implement some of the more challenging elements of the Ogden Valley General Plan – specifically: villages. When planning to apply the FB zone to an area, it is done by means of the creation of a street regulating plan. An area's street regulating plan should further advance the goals, objectives, and policies of the general plan.

The subject property is within the Nordic Valley area's adopted street regulating plan. Thus, it may be concluded that the request to rezone it to the FB zone, which would formally apply the street regulating plan to the property, is keeping with the goals, objectives, and policies of the general plan.

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

The Nordic Valley area's street regulating plan was created as means of implementing "small area plans" as prescribed by the general plan. In concert with the general plan's directives, the street regulating plan was created to help buffer the more active village centers from surrounding rural and large lot residential development.

The street regulating plan designates the subject property for small-lot residential. If approved, a small-lot residential development on the property is intended to help transition the more intense uses of the Nordic Village commercial and multifamily areas to the surrounding single-family residential areas; which not only include existing neighborhoods, but also those future single-family neighborhoods planned and prescribed for the area by the FB zone's street regulating plan.

Thus, the street regulating plan's transitions is the tool implemented by the FB zone to help limit adjoining incompatibilities.

The small-lot residential designation in the FB zone limits uses to those typical of a residential development. Commercial development is not allowed.

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

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

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

If rezoned, the development will change the immediate area. The smaller and relatively denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. However, the uses allowed by the FB zone for the assigned small-lot residential street-type are not expected to be greater than those found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

From an intrinsic perspective, current neighbors who have grown accustomed to the quiet rural nature of the immediate area may find the increase in development intensity unpleasant and contrary to the current reasons they reside in the area. Even though residents in the area do not own a property right that ensures their neighbor's property will not change, they may find dissatisfaction that changes beyond their control may upend their desired future for the area. This could lead to their eventual self-determined displacement from the neighborhood.

If a new development is well planned and well designed – both cornerstones of the requirements of the FB zone – there is little historical evidence to suggest that it will erode the property values of surrounding properties. Rather, a well designed development nearby more often increases the area's property values. This is usually true regardless of the type of density in the new development. The perception that new development will lower the areas property values is often steeped in the perceiver's desire to not live near a more dense development. However, upon resale, new buyers will locate to the area having full knowledge and acceptance of the more dense development, and in turn will not share the same perception.

(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.

The County's currently adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic.

The proposal is not anticipated to create significant traffic impacts. The improvements that Nordic Valley will be provided to the area's streets will provide further support for this proposal.

Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical single-family residential development.

Stormwater Drainage Systems

This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

Water Supply and Wastewater

The applicant has provided a will-serve letter from Nordic Valley Special Improvement District for water and sewer services, once those services are operational.

Refuse Collection

It is expected at this time that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

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

There are no known sensitive lands or resources on the property.

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

Addressed in the answer to (d) above.

Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan and the Form-Based Zone, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following findings:

1. The proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Ogden Valley General Plan and the purpose and intent of the Form-Based Zone.

Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2025-02, an application for a zoning map amendment to rezone approximately 4 acres in the Nordic Valley area from the Forest Valley (FV-3) zone to the Form Based (FB) zone. Such rezone would apply the Form-Based zone's Small Lot Residential (SLR) street type to the property.

I do so with the findings provided by staff in the September 16, 2025 staff report.

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2025-02, an application for a zoning map amendment to rezone approximately 4 acres in the Nordic Valley area from the Forest Valley (FV-3) zone to the Form Based (FB) zone. Such rezone would apply the Form-Based zone's Small Lot Residential (SLR) street type to the property, **but with the following additional edits and corrections**:

Example 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. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # []. It should instead read: [desired edits here].*
3. *Etc.*

I do so with the following findings:

Example findings:

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

Motion to recommend **denial**:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2025-02, an application for a zoning map amendment to rezone approximately 4 acres in the Nordic Valley area from the Forest Valley (FV-3) zone to the Form Based (FB) zone. Such rezone would apply the Form-Based zone's Small Lot Residential (SLR) street type to the property. **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: Planning Commission Memo Dated July 16, 2025.

Exhibit B: Application and Supporting Information.

MEMO

TO: Ogden Valley Planning Commission

FROM: Charlie Ewert

DATE: July 16, 2025

RE: July 22nd Work Session Item 4, an application to rezone property near the Nordic Valley Resort base to the FB zone.

In the July 22nd Planning Commission meeting and work session item – agendized as WS4 – has been scheduled to discuss an application proposing to rezone approximately 4 acres from the FV-3 zone to the FB zone. The property, located at approximately 3662 Nordic Valley Drive, is contiguous with the existing FB zone in the area. The following figures illustrate the location, existing zoning, and the FB zone’s street regulating plan for the area. The application is attached to this memo.

Figure 1: Area of Subject Property



This aerial map displays a 4.4-acre property, outlined in red, situated between Nordic Valley Rd and Abbeyon Dr. The property is divided into several sections, with lot numbers 3692, 3693, and 3694 visible. The surrounding area includes various residential lots, some with houses and swimming pools, and others with dense vegetation. The map also shows the intersection of Nordic Valley Rd and Abbeyon Dr, with a street sign for Abbeyon Dr visible. The text 'Area: 4.4 Acres' is overlaid on the red-outlined property.

Figure 4: FB Zone’s Street Regulating Plan

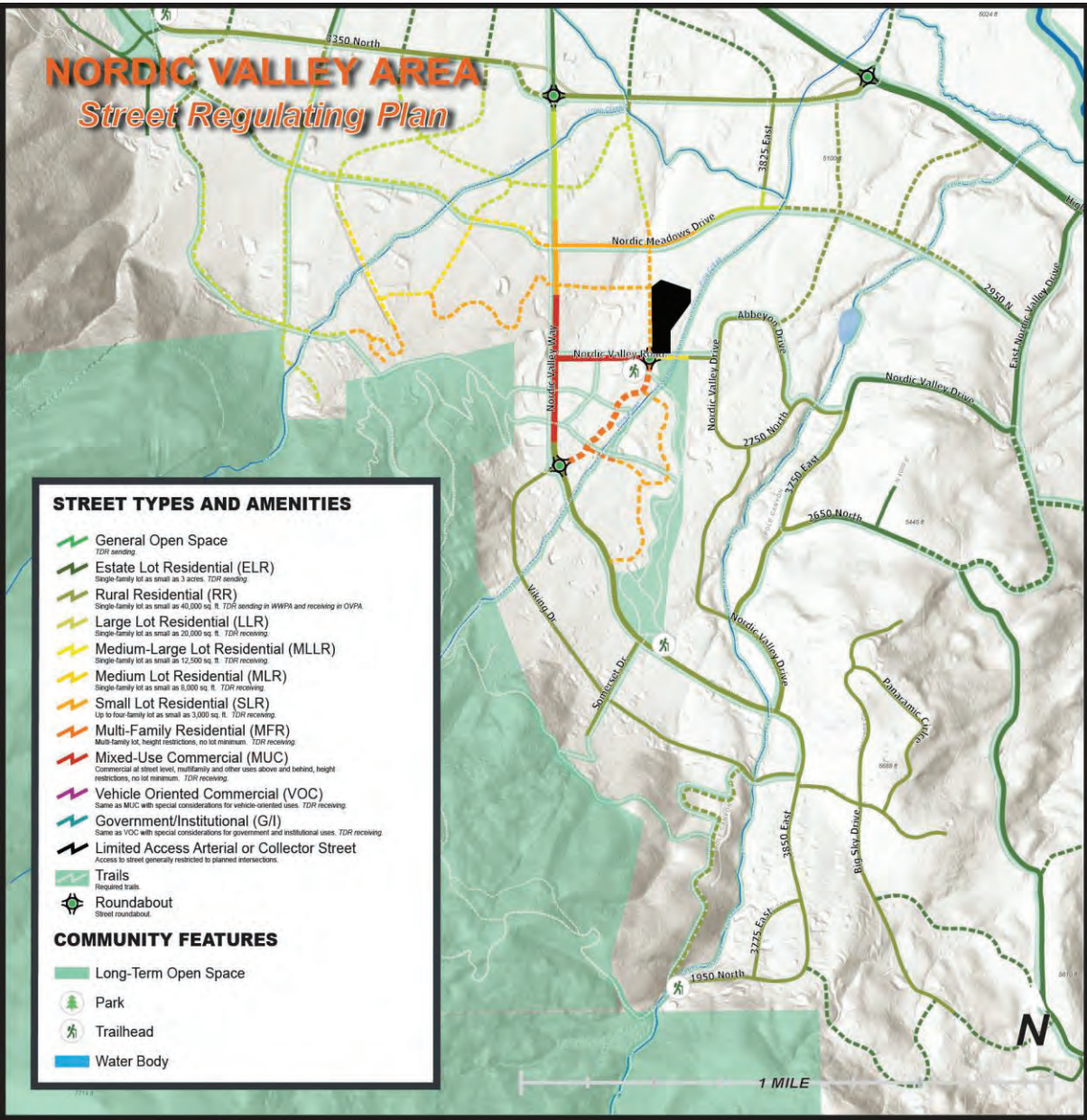


Figure 4: FB Zone’s Street Regulating Plan Zoomed



Zoning Request for lots 5 and 6 of the Asgard Heights Subdivision in Weber County

1 Detailed Written Narrative of the Request

Purpose of Rezoning Request

The purpose of this request is to transition the subject property from the existing F3 (3-acre minimum) zoning classification to a form-based code district, similar to and in the extension area of the Nordic Valley Form Base Village Zone adjacent to this property. This will support a more thoughtful, place-based planning approach that prioritizes community character, road and traffic flow, walkability, continuity of the Form-Based Village Zone, and a balance between open space and development.

Why Form-Based Zoning?

Unlike traditional zoning, which focuses on the separation of land uses and minimum lot sizes, form-based zoning is a forward-thinking approach adopted by Weber County that emphasizes the physical form, design, and relationships of buildings and public spaces. This approach will enable us to create a vibrant, context-sensitive development in Ogden Valley.

Justification for the Transition

- Promotes Rural Character Through Design**
The form-based code will allow for a variety of lot sizes and building types while preserving the rural character and scenic vistas that define Ogden Valley. The development will be carefully shaped to blend with the existing landscape and cultural heritage.
- Enables Compact, Walkable Neighborhoods**
Rather than requiring uniformly large lots, a form-based code allows for clustered development patterns with a focus on pedestrian-friendly streetscapes, village centers, and integrated open spaces.
- Supports the Ogden Valley General Plan Vision**
The General Plan encourages sustainable growth, compact development, and protection of natural and agricultural lands. A form-based code directly supports these goals by concentrating on development and preserving larger tracts of open land on the valley floor.
- Greater Flexibility & Predictability**
A form-based approach provides clear guidelines for building placement, massing, and design while offering flexibility in land use, allowing for a mix of residential, small-scale commercial, and civic spaces where appropriate.
- Encourages Diverse Housing Types**
The new zoning framework will allow for a mix of housing options such as single-family homes, cottages, and accessory dwelling units (ADUs), addressing the needs of various income levels and demographics.

Design Commitments

- Village-Style Development:** A community designed around a village core with integrated parks, trails, and gathering spaces.
- Open Space Preservation:** Significant areas will remain undeveloped to serve as conservation land, agricultural buffers, and recreational corridors.
- Architectural Guidelines:** All structures will adhere to high-quality design standards inspired by the valley's rural and mountain vernacular.

- **Sustainable Infrastructure:** Implementation of green infrastructure, low-impact development techniques, and water-wise landscaping.

Conclusion

Rezoning to a form-based code district will allow us to create a vibrant, walkable, and ecologically sensitive community that reflects the values and long-term vision of Ogden Valley residents. We respectfully request the County's consideration and approval of this rezoning as a key step in delivering a project that harmonizes growth with preservation.

2 - Street and Pathway Connectivity Plan

- Neighborhood street, sidewalk, and pathway connectivity plan showing how street and pathway/sidewalk connections can or will be made.



Figure 1 Nordic Development to South with Nordic Valley Drive (Black) and Proposed Connecting Road in Red

The map to the left is the northern part of the Nordic Valley plan which is adjacent to the property I am requesting for rezoning.

The map shows Nordic Valley Drive which faces the southern boundary of this property as highlighted in black. Highlighted in red is the proposed road on the western boundary of this property. Both are proposed by the Nordic Village plan to join a roundabout providing seamless traffic movement. The design below shows a possible use configuration connecting and continuing the road with a dedicated ROW for future connectivity.

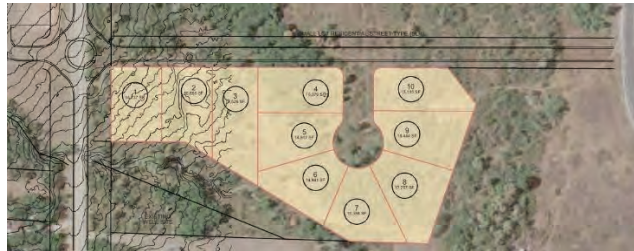


Figure 2 One 10 lot Subdivision Concept Requires Central Sewer

3 Parks and Open Space Plan

- The plan for open space and parks, along with a statement regarding the plan from the local park district.

This project is based on an existing subdivision. Depending on the rezoning designation and number of lots proposed common open space will be considered in a new subdivision plan. Only lots 5 and 6 of the following are included in this request.

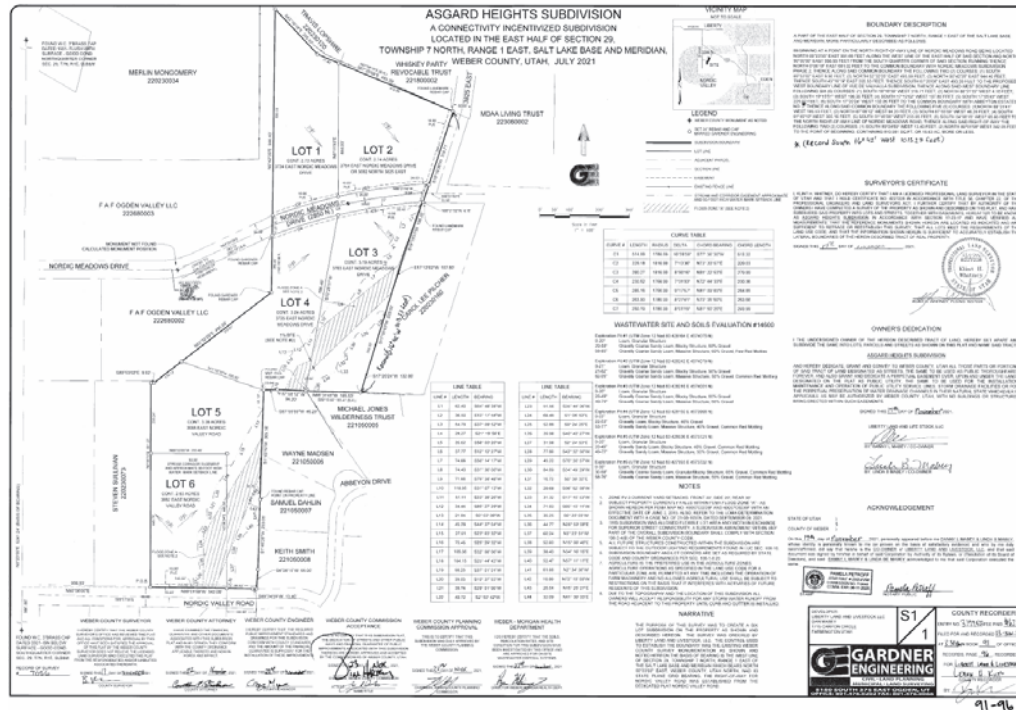


Figure 3 Approved Asgard Heights including Lot 5 and 6

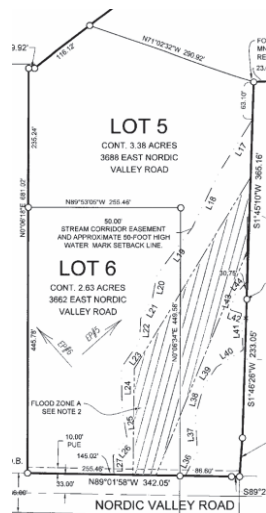


Figure 4 Lot 5 and 6 of Asgard Height Subdivision

4 Culinary and Secondary Water, and Wastewater Plan

- a. If in a sewer or water service area or expansion area, a letter of acknowledgment of the rezone from that service provider. If not within a service area, provide a written plan explaining how these services will be provided.

Two sources of water are available for this property. Two Nordic Mountain Water connections are currently in place and the Nordic Mountain Water District has indicated that there are sufficient additional water connections available for this project.

A second option is the availability of water connections from the Nordic Valley development next door and the option to connect to their anticipated sewer treatment plant.

Water table monitoring and percolation tests have been completed and approved by the Weber County health department for the two lots 5 and 6 included in this proposal. Some additional soil pit checks may be required. The 20,000 sq ft is the minimum lot size for any of the three basic septic systems required by Weber County. In the case of individual septic system options a different plot plan configuration would be required. At 43560 sq. ft. per acre the lot number may be slightly reduced.

5 Requirements for Master planned communities, or as needed:

a. Concept Development Plans

- i. Show development areas, sensitive lands areas including floodplains and landslide hazards, open space areas, and general layout.*

The image below is one possible lot and road configuration. Other options are available.



b. Traffic Impact Analysis

Due to the fact that this is a small development with existing road access and the possibility of adding future additional connections the traffic impact would be expected to be minimal.

c. Cost Benefit Analysis

- i. The cost/benefit analysis should be compiled in a manner that will help decision makers understand that the costs of the development can be appropriately mitigated by the benefits. The analysis may address actual costs/benefits to the county budget, or cost/benefits of the development to the community generally. The best cost/benefit analyses will frame the analysis based on the goals and objectives of the applicable general plan.*

Water, power, gas, and primary roads are already in place. There should be no additional cost to the County that would not be covered by the required permit fees.

One consideration with smaller lots is the affordability proposition. With the projected growth in Utah, there is a substantial shortage of both available and affordable lots for homes. See attached recent news articles on this matter.

d. **Recreation Facilities Plan**

This proposed project is immediately adjacent to the proposed Nordic Village and existing Nordic Ski Resort. No additional on-site plans are anticipated other than the creek-side open space.

e. **Seasonal Workforce Housing Plan**

As a small development project with homeowners maintaining their own property, there would not be any seasonal workforce housing.

f. **Emergency Services Plan**

- i. With the plan, including a letter of feasibility from Weber Fire District and Weber County Sheriff's Office

Both Fire District and County Sheriff's Office have signed off on the original Asgard Heights Subdivision of which this is just a subset.

g. **Density calculation table showing proposed density calculations**

The density calculation would be 1.6 units per acre based on the following format:

The formula for calculating residential density is given by:

$$RD = \frac{U}{LA}$$

Where:

- RD is the Residential Density (units per acre),
- U is the total number of units,
- LA is the total lot area in acres.

- h. **Thematic Renderings** - demonstrating the general vision and character of the proposed development.

Following is a 3D rendering of the property. Subject to rezoning approval a detailed plot plan with lot lines and road layout may be similar to the following plot plan.

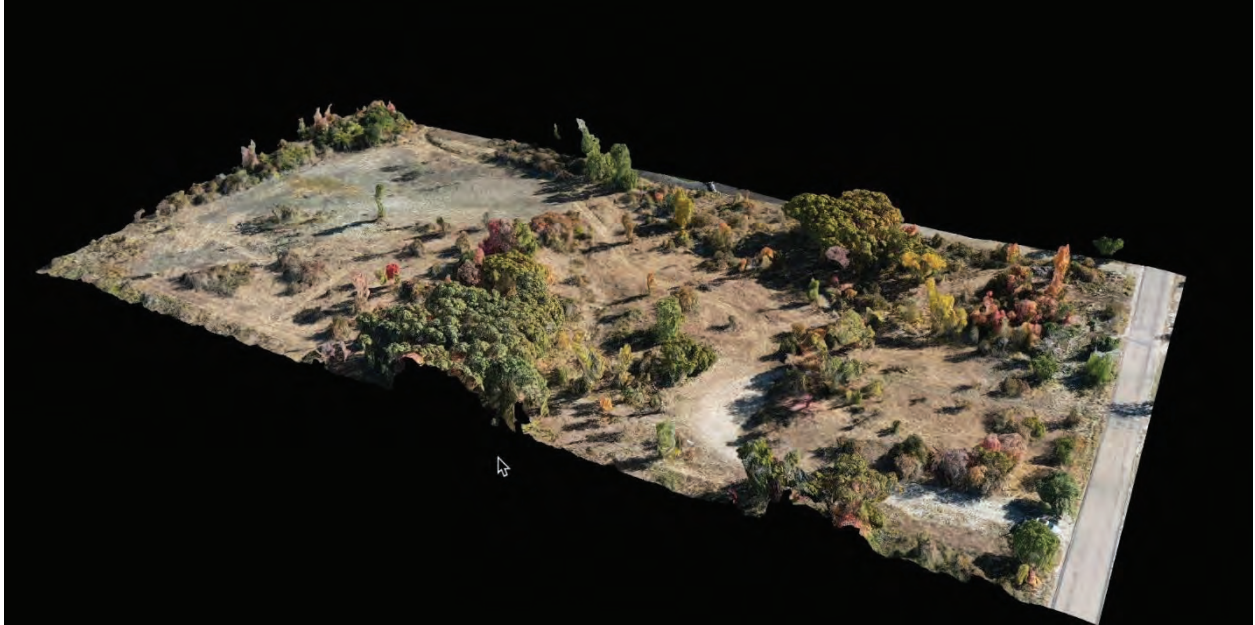
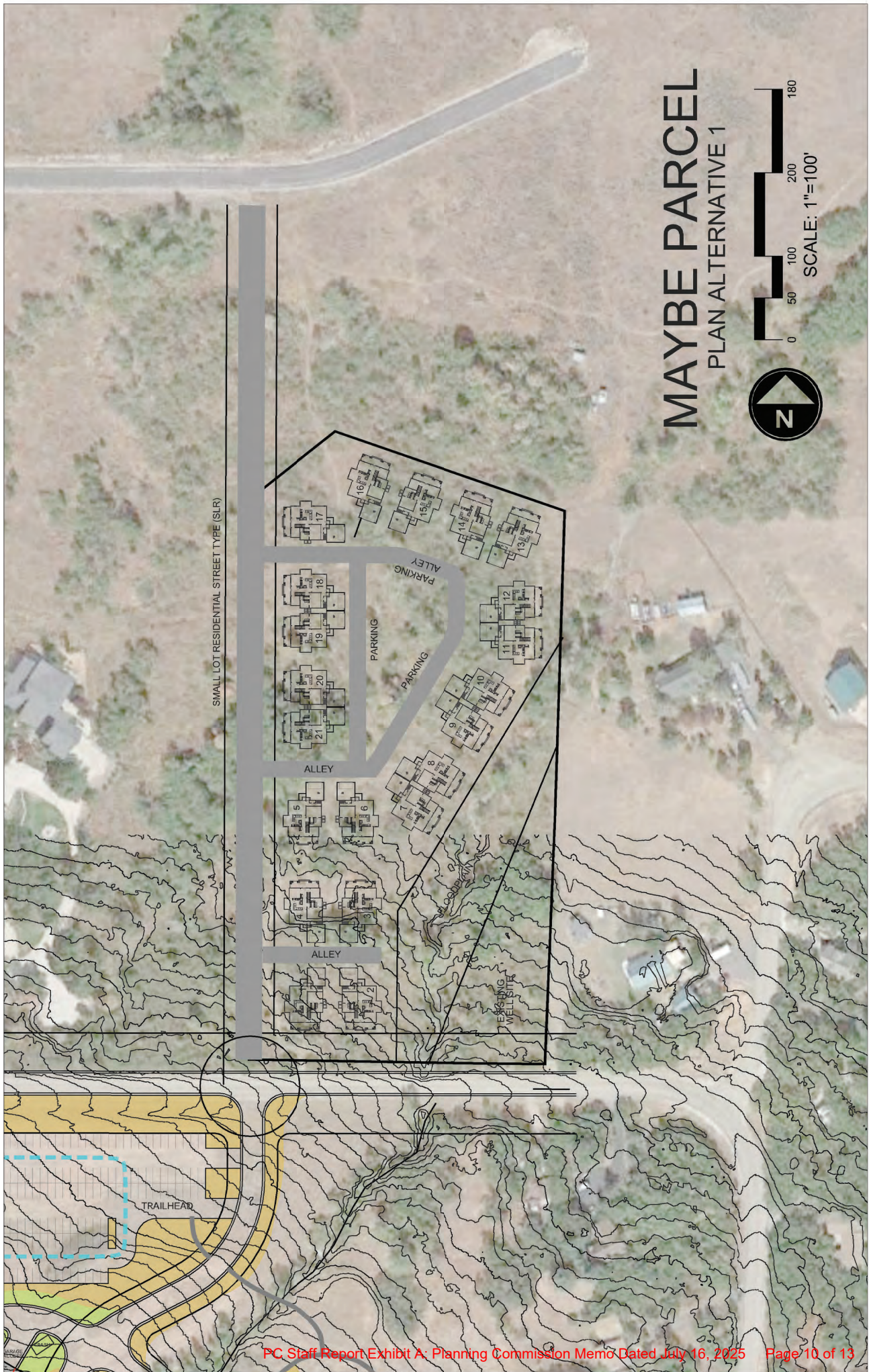


Figure 5 3 D overview of the proposed area for rezoning



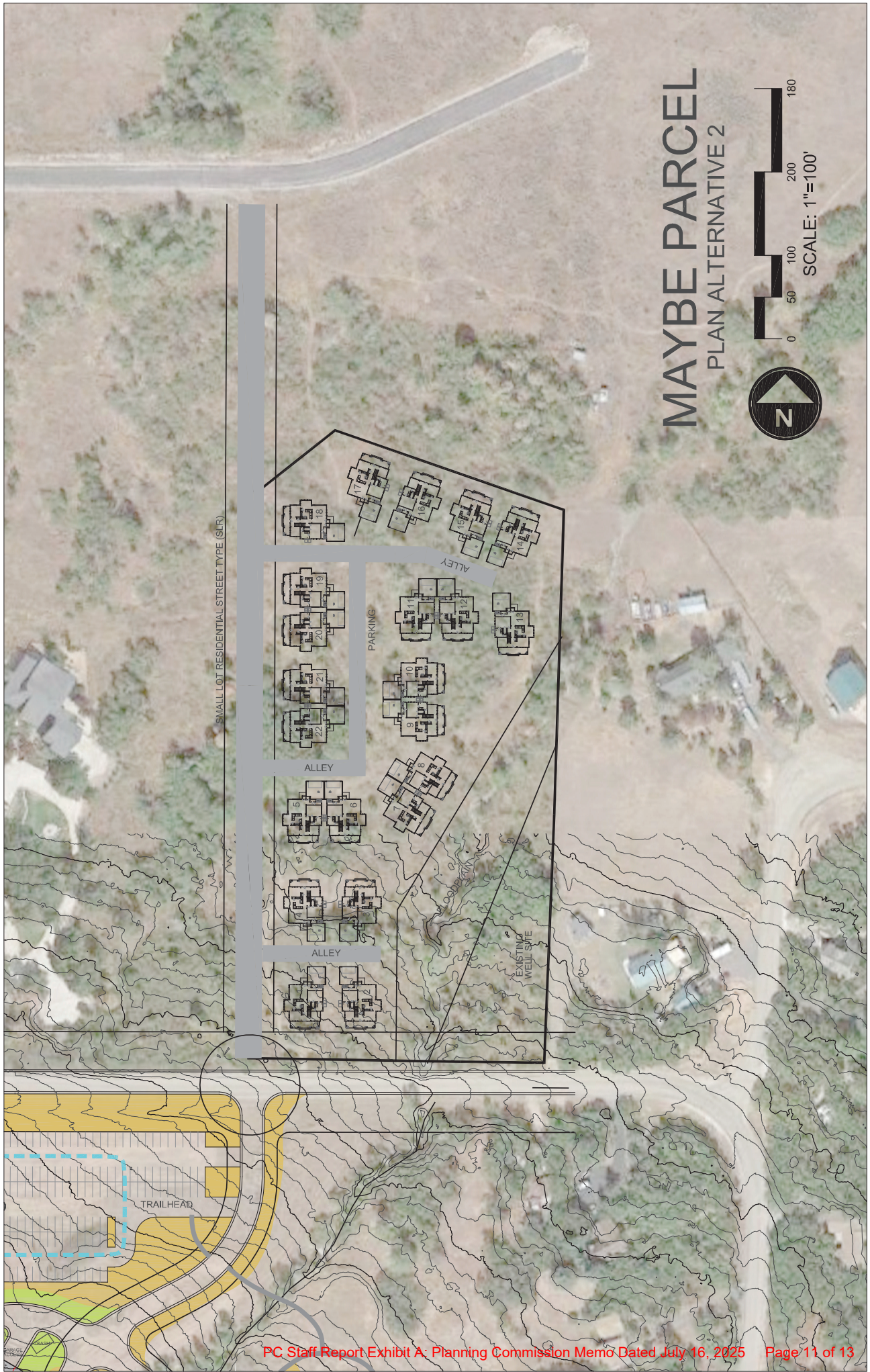
Figure 6 One possible road and lot configuration



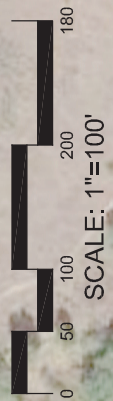
MAYBE PARCEL

PLAN ALTERNATIVE 1



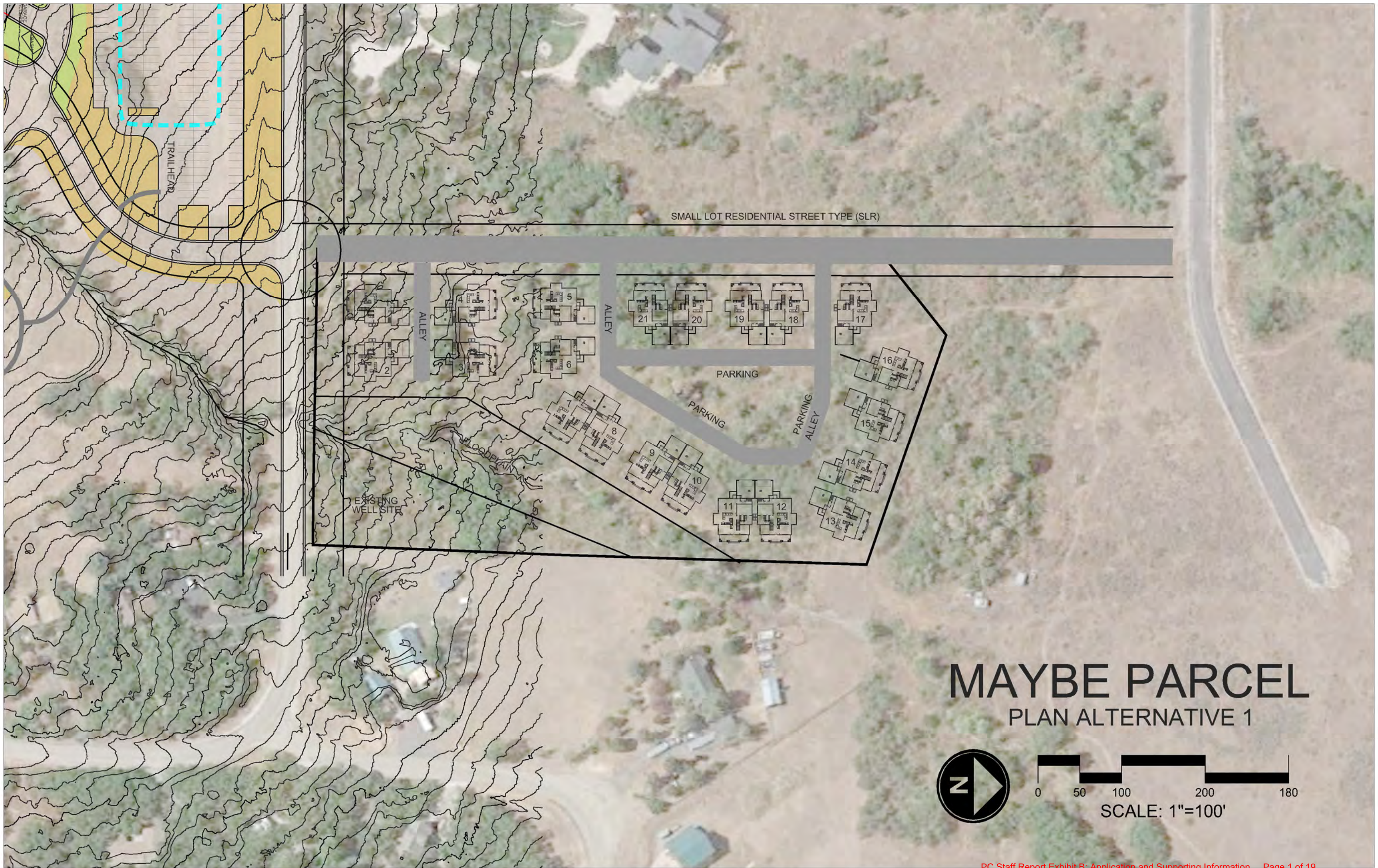


MAYBE PARCEL
PLAN ALTERNATIVE 2



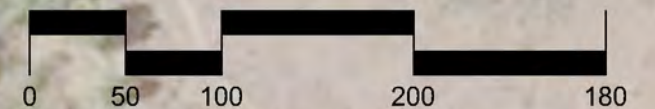




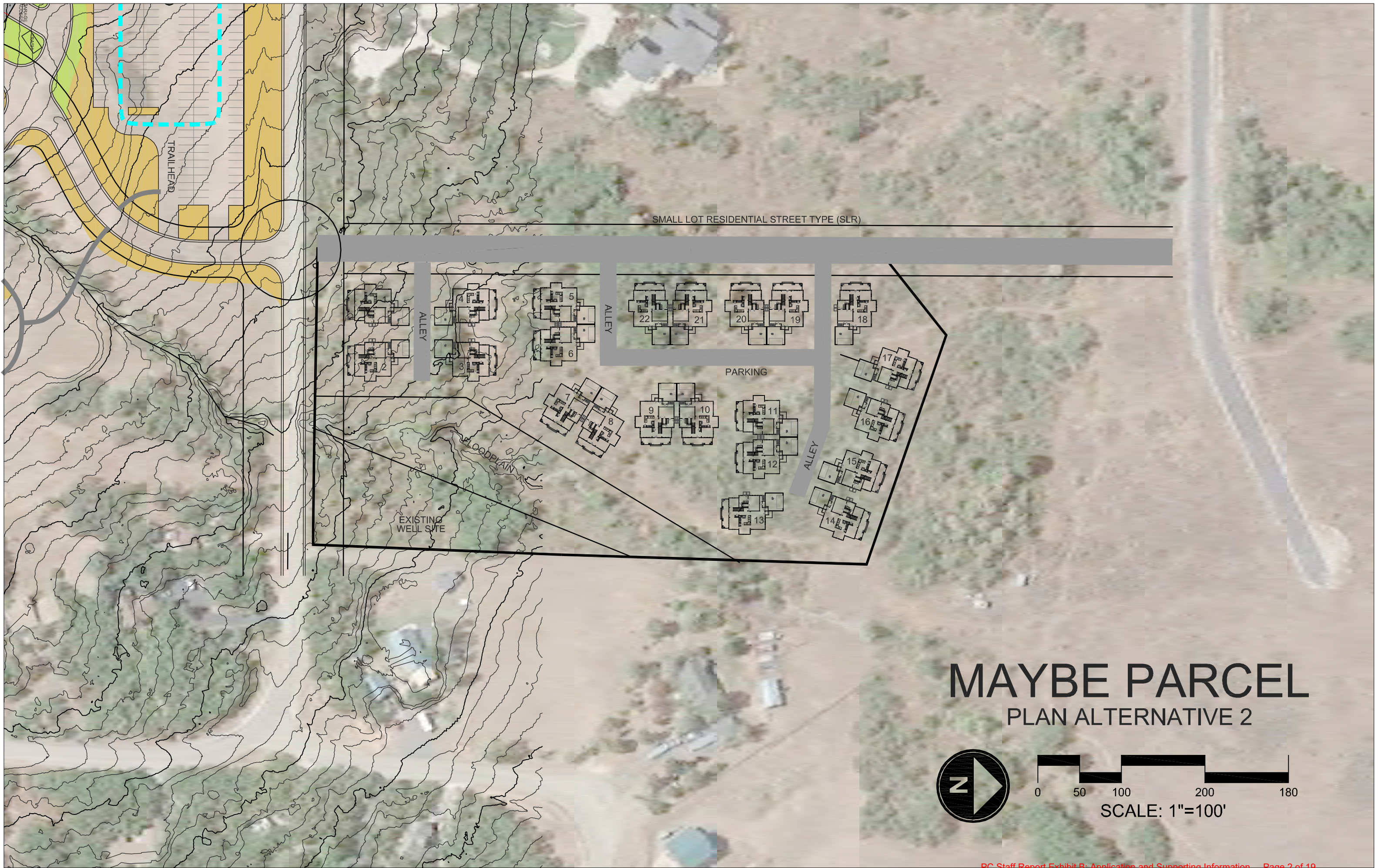


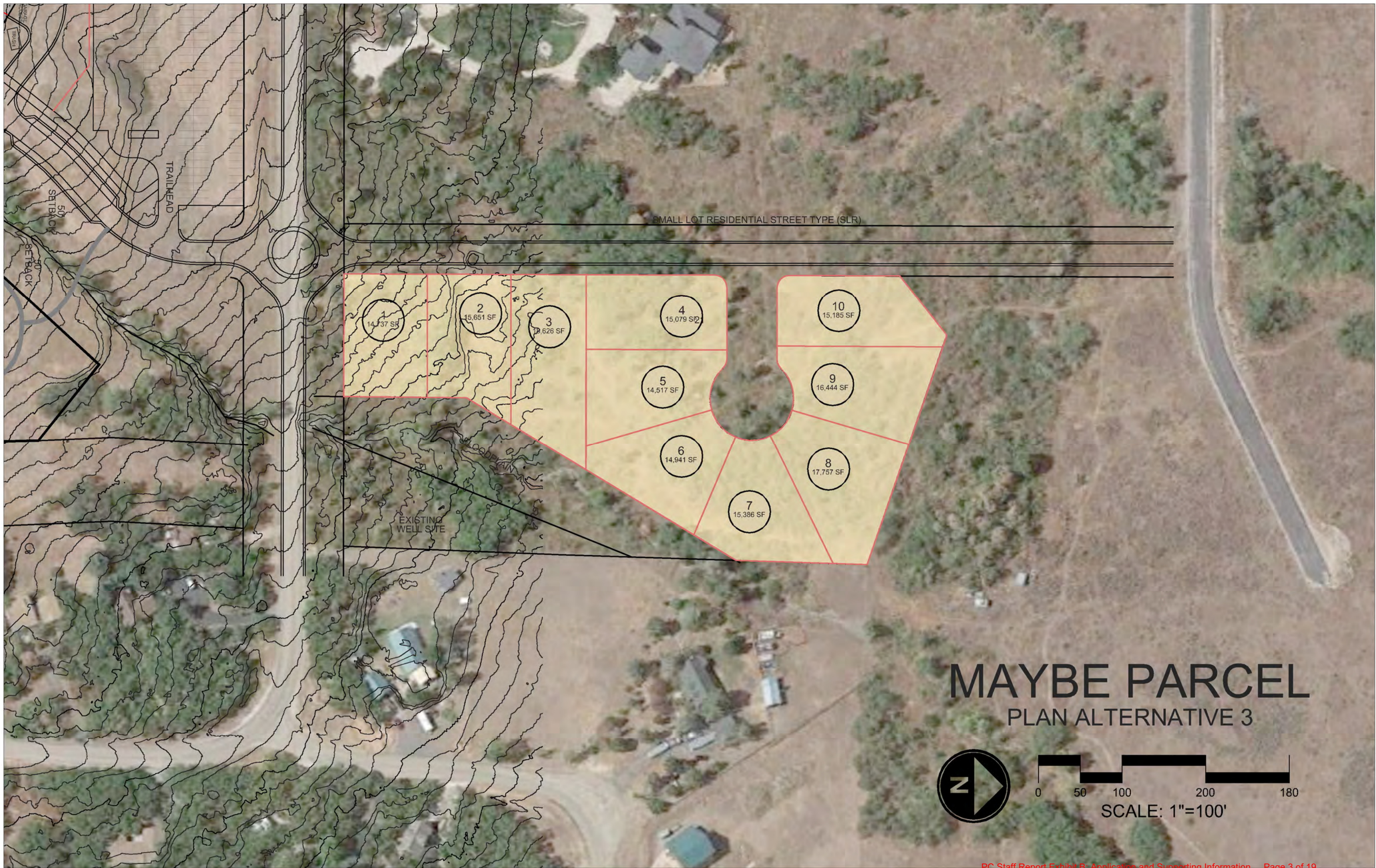
MAYBE PARCEL

PLAN ALTERNATIVE 1



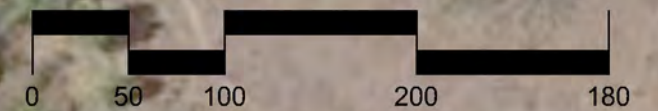
SCALE: 1"=100'





MAYBE PARCEL

PLAN ALTERNATIVE 3



SCALE: 1"=100'

Is Utah in a ‘major’ housing crisis? A new study asked Utahns just that.

A survey of about 600 Utah adults found split opinions on the severity, cause and solutions for the state’s housing crisis — but most agreed it was a crisis.



(Bethany Baker | The Salt Lake Tribune) A realtor sign is seen in front of a home in Salt Lake City on Monday, Jan. 13, 2025. A new study shows that most Utahns think the state is in a ‘major’ housing crisis.

By Megan Banta | Jan. 28, 2025, 6:00 a.m.

Comment

Utahns appear to agree with Gov. Spencer Cox’s mantra that we must build, new research found.

More than 2/3 of about 600 Utah adults surveyed at the end of last year agreed the state is in a “major” housing crisis or at least facing serious challenges.

Though Utahns surveyed by Envision Utah and Utah Workforce Housing Advocacy disagreed on what caused the crisis, they were more likely to agree the solution is building more housing.

Ari Bruening, CEO of Envision Utah, said housing is the “greatest worry about life in Utah.” The group is nearly two decades old and focuses on growth-related challenges.


“Most Utahns realize this is one problem we can build our way out of,” Bruening said, “they just want us to do it in a well-planned way that doesn’t threaten other aspects of our quality of life.”



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Utah will be 153,000 units short in five years

Utah faces a massive housing shortage compounded by high interest rates and a lag in construction. Projections show the state will be 153,000 housing units short of demand by 2030.

Respondents to the survey rated possible reasons from one to seven based on how much each has contributed to the crisis. The top reasons were:

- 67% cited interest rates
- 58% pointed to construction costs
- 57% blamed greed by landlords and developers
- 53% said too many people are moving to Utah
- 35% faulted the lack of housing supply

Though Utahns could not agree on what caused the housing crisis, a slight majority agreed the path out — 53% said the state needs to “build more homes and increase the overall number and availability of homes and apartments.” But another 21% disagreed with that solution, and 26% were neutral.

The survey also found people worry most about low-income individuals and families, first-time homebuyers, young families and community workers like librarians and firefighters.

And why is Utah is growing? In agreement, respondents said Utah is an attractive place to live and officials need to manage growth responsibly so additional housing doesn’t lead to more traffic, crime or overuse of public services.

A push for more housing supply

Utah Workforce Housing Advocacy, a group focused on increasing affordable housing options for middle-income workers, launched the campaign “Demand More Supply” [in December](#).

The public awareness campaign highlights the connection between housing shortages and rising costs and advocates for the state to build its way out of the crisis.

Steve Waldrip, Cox’s senior advisor for housing strategy and an executive board member with Utah Workforce Housing Advocacy, said the state has to add housing supply to make sure the American Dream is still an option for Utahns.

“That’s why our campaign is focused on raising awareness of the core problem of high home prices — not enough supply,” Waldrip said in a statement.

Cox already is championing efforts to increase the housing supply. The governor wants to add [35,000 starter houses](#) within five years, a push aimed at making homes more affordable for young families and a workforce squeezed by the high cost of living.

“Demand More Supply” also calls for proven solutions, including zoning reforms, public-private partnerships, incentives and cutting what they call red tape.

Solutions targeted by the Legislature

Lawmakers have proposed bills that would do some of those things.

One bill would make building accessory dwelling units and modular homes easier.

Rep. Ray Ward, R-Bountiful, is proposing [HB88](#), which would require cities in the first- and second-class counties of Davis, Salt Lake, Utah, Washington and Weber to allow accessory dwelling units, or ADUs, on lots with detached, single-family homes and modular units in residential zones.

Ward also has proposed legislation that would [allow housing in commercial zones](#).

[SB152](#) from Sen. Nate Blouin, D-Salt Lake, would prohibit local officials from requiring a garage on one- and two-family homes.

Construction material costs have skyrocketed in recent years, with the price for some materials growing by more than 70% between 2020 and 2024, according to the [National Association of Home Builders](#), meaning garageless homes are less expensive to build — and buy.

Another bill, [HB37](#), would create an optional overlay tool for cities to provide a density bonus in exchange for affordable, owner-occupied units.

That legislation, from Rep. Jim Dunnigan, R-Taylorsville, also aims to improve data collection about housing, zoning, development, and infrastructure and would require the creation of regional plans around housing by next summer.

Other bills would:

- [Lower the damages](#) a jury or court can award in an eviction case from [treble damages](#) — triple the daily rent from the expiration of the initial eviction notice until the tenant leaves the rental unit — to actual damages.
- Make changes to existing programs that let local governments use tax increment financing — or TIF, which is tax revenue beyond an established base in a given area — to fund local development and infrastructure.

revenue beyond an established base in a given area — to support development and infrastructure.

- Add language to state law clarifying [who](#) can [buy](#) a single-family home in Utah.
- Set a [required notice period](#) for rent increases.
- Make it easier for local governments to regulate and tax [short-term rentals](#).
- [Bolster the Olene Walker Housing Loan Fund](#) with state liquor revenues.



mbanta@sltrib.com

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Utah takes you where famous movies were made in the state



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Please email feedback and any questions to comments@sltrib.com.

Comments are closed on this story.

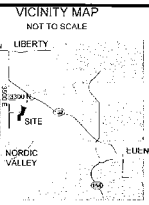
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Newest

Letter of support from the Nordic Development Group



ASGARD HEIGHTS SUBDIVISION
A CONNECTIVITY INCENTIVIZED SUBDIVISION
LOCATED IN THE EAST HALF OF SECTION 29,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, JULY 2021



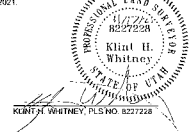
LEGEND
WEBER COUNTY MONUMENT AS NOTED
SETBACK REAR AND CAP
MARKED GARDNER ENGINEERING
SUBDIVISION BOUNDARY
LOT LINE
ADJACENT PARCEL
SECTION LINE
EASEMENT
EXISTING FENCE LINE
STREAM AND CORRIDOR EASEMENT APPROXIMATE
AND 50-FOOT FLOOD MARK SETBACK LINE
FLOOD ZONE A (SEE NOTE 2)

BOUNDARY DESCRIPTION
A PART OF THE EAST HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORDIC MEADOWS ROAD BEING LOCATED NORTH 00°23'55" EAST 991.60 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION AND NORTH 90°00'00" EAST 968.93 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, RUNNING THENCE NORTH 00°00'00" EAST 681.02 FEET TO THE COMMON BOUNDARY WITH NORDIC MEADOWS SUBDIVISION, PHASE 2, THENCE ALONG SAID COMMON BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 18°30'00" EAST 91.92 FEET; (2) NORTH 57°20'00" EAST 495.50 FEET; (3) NORTH 90°00'00" EAST 844.40 FEET; THENCE SOUTH 43°16'19" EAST 205.53 FEET; THENCE SOUTH 67°20'00" EAST 409.36 FEET TO THE PROPOSED WEST BOUNDARY LINE OF VUE DE VALHALLA SUBDIVISION, THENCE ALONG SAID WEST BOUNDARY LINE, FOLLOWING SIX (6) COURSES: (1) SOUTH 18°18'00" WEST 319.11 FEET; (2) NORTH 18°21'30" WEST 4.16 FEET; (3) SOUTH 19°15'51" WEST 198.35 FEET; (4) SOUTH 17°12'02" WEST 137.80 FEET; (5) SOUTH 17°05'43" WEST 229.62 FEET; (6) SOUTH 17°20'24" WEST 132.00 FEET TO THE COMMON BOUNDARY WITH ABBEYTON ESTATES, NO. 2, THENCE ALONG SAID COMMON BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 18°31'14" WEST 183.33 FEET; (2) NORTH 11°07'06" WEST 94.20 FEET; (3) SOUTH 87°55'59" WEST 46.29 FEET; (4) SOUTH 11°49'49" WEST 305.16 FEET; (5) SOUTH 01°46'26" WEST 233.05 FEET; (6) SOUTH 34°16'15" WEST 65.66 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORDIC MEADOWS ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, FOLLOWING TWO (2) COURSES: (1) SOUTH 82°45'59" WEST 13.46 FEET; (2) NORTH 89°01'58" WEST 342.06 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10561 AC. OF 16.53 AC. MORE OR LESS.
* (Record South 16°04'12" West 1015.27 Feet)

SURVEYOR'S CERTIFICATE

I, KIRL H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 827228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAN, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREIN SET FORTH TO BE KNOWN AS ASGARD HEIGHTS SUBDIVISION, IN ACCORDANCE WITH SECTION 17-21-2, AND HAVE VERIFIED ALL MEASUREMENTS. THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THE SURVEY, THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE, AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS 17th DAY OF November 2021.



OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAN AND NAME SAID TRACT:

ASGARD HEIGHTS SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO WEBER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THIS PLAN, AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPLICABLE, AS MAY BE AUTHORIZED BY WEBER COUNTY, UTAH, WITHIN THE BOUNDARIES OR STRUCTURES BEING ERECTED WITHIN SAID EASEMENTS.

SIGNED THIS 17th DAY OF November 2021.

LIBERTY LAND AND LIVESTOCK LLC

BY: DAN MABEY / CO-OWNER

BY: LINDA B. MABEY / CO-OWNER

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WEBER

On this 17th day of November 2021, personally appeared before me DANNY L. MABEY & LINDA B. MABEY, whose identity is personally known to me (or proven on the basis of satisfactory evidence), and who by me duly sworn, and they acknowledged to me that they are the co-owners of LIBERTY LAND AND LIVESTOCK, LLC, and that document was signed by them in behalf of said Corporation by Authority of its Bylaws, or Resolution of its Board of Directors, and said DANNY L. MABEY & LINDA B. MABEY acknowledged to me that said Corporation executed the same.



NOTARY PUBLIC

NOTES

- ZONE PV-3 CURRENT YARD SETBACKS: FRONT 30', SIDE 20', REAR 30'.
- SUBJECT PROPERTY CURRENTLY HAS ALLS WITHIN FLOOD ZONE 24', AS SHOWN HEREON PER FEMA MAP NO. 49057C0238 AND 49057C0239 WITH AN EFFECTIVE DATE OF JUNE 2, 2016. ALSO REFER TO THE FEMA DETERMINATION DOCUMENT WITH A CASE NO. 21-08-1657A, DATED SEPTEMBER 08, 2021.
- THIS SUBDIVISION WAS ALLOWED FLEXIBLE LOT AREA AND WIDTH IN EXCHANGE FOR SUPERIOR STREET CONNECTIVITY. A SUBDIVISION AGREEMENT WITHIN ANY PART OF THE OVERALL SUBDIVISION BOUNDARY SHALL COMPLY WITH SECTION 106-2(4) OF THE WEBER COUNTY CODE.
- ALL FUTURE STRUCTURES CONSTRUCTED WITHIN THE SUBDIVISION ARE SUBJECT TO THE OUTDOOR LIGHTING REQUIREMENTS FOUND IN ULC SEC. 108-15.
- SUBDIVISION BOUNDARY AND LOT CORNERS ARE SET AS REQUIRED BY STATE, COUNTY AND COUNTY ORDINANCES PER SEC. 105-18-20.
- AGRICULTURE IS THE PREFERRED USE IN THE AGRICULTURE ZONES. AGRICULTURE OPERATIONS AS SPECIFIED IN THE LAND USE CODE FOR A PARTICULAR ZONE AND IS LIMITED AT ANY TIME INCLUDING THE OPERATION OF FARM MACHINERY AND NO ALLOWED AGRICULTURAL USE SHALL BE SUBJECT TO RESTRICTIONS ON THE BASIS THAT IT INTERFERES WITH ACTIVITIES OF FUTURE RESIDENTS OF THE SUBDIVISION.
- DUE TO THE TOPOGRAPHY AND THE LOCATION OF THIS SUBDIVISION ALL OWNERS WILL ACCEPT BE RESPONSIBLE FOR ANY STORM WATER RUNOFF FROM THE ROAD ADJACENT TO THIS PROPERTY UNTIL CURB AND GUTTER IS INSTALLED.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A SIX LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY LIBERTY LAND AND LIVESTOCK, LLC. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN, AND NOTED HEREON THE BOUNDARY WAS ESTABLISHED IN THE EAST HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 00°23'55" EAST, WEBER COUNTY, UTAH NORTH, AND 43 STATE PLANE GRID BEARING, THE RIGHT-OF-WAY FOR NORDIC VALLEY ROAD WAS ESTABLISHED FROM THE DEDICATED PLAT NORDIC VALLEY ROAD.

LINE TABLE

LINE #	LENGTH	BEARING
L1	82.40	S04°48'38"W
L2	36.50	S13°1'16"W
L3	54.79	S37°09'52"E
L4	28.27	S21°19'55"E
L5	35.52	S58°00'20"W
L6	37.71	S12°12'27"W
L7	74.68	S58°14'17"W
L8	74.40	S31°38'09"W
L9	71.66	S79°38'48"W
L10	118.95	S31°07'13"W
L11	51.11	S33°38'26"W
L12	34.44	S86°27'29"W
L13	21.84	S60°29'03"W
L14	45.28	S44°37'04"W
L15	27.61	S23°03'32"W
L16	70.45	S25°29'32"W
L17	105.05	S32°08'06"W
L18	104.15	S26°44'42"W
L19	98.25	S37°01'01"W
L20	39.05	S19°37'53"W
L21	39.74	S29°51'56"W
L22	40.72	S2°50'42"W

LINE TABLE

LINE #	LENGTH	BEARING
L23	51.56	S39°44'00"W
L24	68.49	S1°06'53"E
L25	52.89	S9°24'25"E
L26	35.98	S40°49'27"W
L27	31.98	S2°24'53"E
L28	77.80	S42°37'50"W
L29	45.22	S70°30'57"W
L30	84.95	S24°49'29"W
L31	16.72	S0°39'32"E
L32	20.68	S96°52'58"W
L33	31.32	S17°16'53"W
L34	71.83	S55°18'11"W
L35	35.26	S60°29'03"W
L36	44.77	N26°59'08"E
L37	69.24	S32°23'51"W
L38	52.80	N15°08'46"E
L39	38.43	N34°16'15"E
L40	52.47	N57°11'17"E
L41	61.88	N2°34'30"W
L42	18.99	N72°18'50"W
L43	25.54	N15°25'27"E
L44	32.09	N41°39'33"E

WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE BOUNDARY, LOT LINES AND OTHER PUBLIC UTILITIES AND EASEMENTS, IF ANY, ARE IN ACCORDANCE WITH THE WEBER COUNTY PLANNING COMMISSION. THE COMMISSION HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION.

WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION. THE COMMISSION HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION.

WEBER - MORGAN HEALTH DEPARTMENT

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WEBER COUNTY SURVEYOR

HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS OF APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LANDOWNER FROM THE RESPONSIBILITIES AND OBLIGATIONS ASSOCIATED THEREWITH.

WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER PUBLIC UTILITIES AND EASEMENTS, IF ANY, ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION, THEY CONFORM WITH THE WEBER COUNTY PLANNING COMMISSION. THE COMMISSION HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION.

WEBER COUNTY ENGINEER

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WEBER - MORGAN HEALTH DEPARTMENT

100 HEREBY CERTIFY THAT THE BOUNDARY, LOT LINES AND OTHER PUBLIC UTILITIES AND EASEMENTS, IF ANY, ARE IN ACCORDANCE WITH THE WEBER COUNTY PLANNING COMMISSION. THE COMMISSION HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION. THE COMMISSION HAS ALSO REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORDATION.

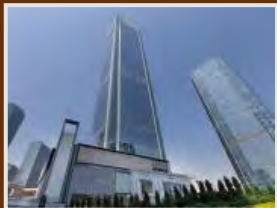
Development Team

The Project Team has a successful track record of more than 50 projects completed across 15 countries. The partners have decades of experience turning visions of resorts and residences into reality and providing leadership for hotel management companies and luxury travel agencies.

Spanish Valley Advisors principal and team lead, Dr. James Mabey, is a local who grew up in the area and returns to lead this project after two decades running hotel management companies and building luxury resorts abroad. Dr. Mabey leverages his family's long-standing formal (and informal) relationships with the local community and leaders to help the project progress expeditiously.

Founding team member, David Mendal is the founder and Chairman of Forest Travel, Ultimate Jet Vacations, and Prive Jets (among other affiliate companies). He has 35 years in hotel distribution and decades of experience serving on advisory boards of the world's best known luxury hotel companies.

The Woo Family (Red Rock Partners) are local experts that have a significant track record of success in hospitality development in Utah and Colorado having developed and operated leisure destination projects in Telluride and Moab Utah including Hoodoo Moab (Hilton Curio Collection), Hyatt Place, Canyonlands Best Western, Archway Inn as well as multiple restaurants, office buildings, and aviation business Redtail Air which operates air tours and the FBO of Moab's Canyonlands Regional Airport (CNY).



Dan Mabey

Dan L. Mabey is a seasoned business leader with a proven track record in strategic growth, team building, and international business development. With over 40 years of experience across various sectors, including transportation, mining, land use, medical, government, and IT, Mr. Mabey possesses a unique blend of skills encompassing executive operations management, AI systems development, team building, land use development, and global business expansion.

He started his career in government as Planning and Zoning Director where he became expert in navigating local communities and permitting processes. He further developed those skills through decades of government leadership in business development as Director of the State of Utah International Business Development Office. During his tenure, he significantly increased Utah's export revenue and assisted numerous companies in expanding their operations globally.

His leadership has been instrumental in the success of multiple companies, including Big Horn Oil and Gas and 1-2-1View. He has successfully launched new ventures, developed subdivisions, secured funding for oil and gas exploration projects, and authored books and patents in areas like video technology and AI.

Beyond his professional accomplishments, Mr. Mabey is an active community leader. He has served on various boards, including the Board of Directors of Goldrim Group LLC and Bighorn Oil and Gas. He has also held leadership positions in organizations like the Utah World Trade Association and the U.S. Utah Department of Commerce Advisory Board.

Mr. Mabey's dedication to his work and his commitment to fostering growth and innovation have earned him numerous accolades, including the Utah Export Hall of Fame induction and the "Utah International Person of the Year" recognition. His extensive experience, coupled with his strategic mindset and leadership skills, make him a valuable asset on development teams.

Leadership, Permitting & Local Community Outreach

- ❖ Expert in navigating local communities and permitting processes as former County Director of Planning and Zoning and Director of the State of Utah International Business Development Office
- ❖ 40 years of experience across various sectors, including transportation, mining, land use, medical, government, and IT
- ❖ Hospitably and development experience including completed local projects and consulting on luxury hospitality projects in the region

James Mabey

Dr. James Mabey is a project principal. He is a Utah native, returning home to lead this project after 20 years in various executive positions with international hotel companies, where he was responsible for the development of over 100 hotels, in more than a dozen countries. While overseeing various development teams, he reviewed, on average 750 potential projects each year.

Dr. Mabey was Managing Director Middle East and Asia at Standard International, where he was responsible for all the Standard International's business in the two regions. He is a Non-executive Director on the Board of Selong Selo. Dr. Mabey serves as chairman of YPO's South East Asia Angels chapter and is Professor of Hotel Strategy and Development at Hong Kong Polytechnic University's School of Hotel and Tourism Management. Throughout his 20-year career, he has led teams based in Beijing, Bangkok, Shanghai, Hong Kong, Dubai and Singapore. His ability to build sustained relationships within the hospitality and real estate industry, has led him to successfully spearhead projects in 13 countries.

Dr. Mabey holds degrees from the United States, Thailand, Dubai, and China including an MBA,, Law Degree, and a Doctorate Degree in Hospitality and Tourism Management from Hong Kong Polytechnic University. He speaks Mandarin, Thai, Laotian and Spanish. Prior to joining Standard International, Dr. Mabey held key positions as, Chief Operating Officer Antaeus Group (Hospitality and Real Estate), Interim Chief Development Officer and Senior Vice President of Development – Asia Pacific, for Jumeirah Group, Senior Director of Development for Wharf Hotels, and Director of Development for Jumeirah Private Island, Phuket, as well as China Operations.

Dr. Mabey is a frequent speaker at industry and academic conferences, and guest lecturer at universities throughout Asia Pacific. Dr. Mabey is also an Non-executive Director on the Board of the Iswara Dewata Group. He is the Vice-Chairman of the Industry Advisory Committee of Hong Kong Polytechnic University's School of Hotel and Tourism Management and Advisory Board Member of the Hospitality and Tourism Research Center, as well as the Director of Industry Services of ApacCHRIE. He was the recipient of the Pacific Asia Travel Association (PATA) Face of the Future 2013 award. In 2018, at the ALIS Wall Street Journal roundtable, he was named by Hotels Magazine one of the top 20 global hotel executives under 40.

Global Hotel Development, Branding, & Strategy

- ❖ Executive in charge of development of more than 100 hotels in 18 countries, leading development and management teams at Jumeirah, Wharf, Marco Polo, Standard Hotels and Antaeus.
- ❖ Sponsored resort development in Thailand, Indonesia and the United States
- ❖ Professor of Hotel Development and Strategy at Hong Kong Polytechnic University with Doctorate and MBA in Hotel Management

The Woo Family

The Woo Family are seasoned financial experts and hotel and real estate developers. The family was responsible for early groundbreaking luxury hotel developments in China, including Beijing's Palace Hotel with Peninsula Group and the Jing Guang Center with New World (now Rosewood) in the late 1980's.

After graduating from Columbia in 1990, Lulu Woo fell in love with the American West and began developing projects around the most famous National Parks. She built on her family experiences in Asia developing iconic hotels, and leveraged her experience and her husband's skills in finance gained while building a \$1b hedge fund in Hong Kong.

In Moab, Lulu founded Red Rock Partners, which have been active in the Telluride and the Moab area for more than 30 years. The Family pursues a vertical integration strategy seeking to develop airlift capability, hotel and resort accommodation, tour operations, and restaurant business.

The Family has successfully developed and operated the areas top hotels, tourism operations and restaurants. She understand the local politics, labor force, and construction. The Family built Hoodoo Moab (Hilton Curio Collection), Hyatt Place, Canyonlands Best Western, Archway Inn as well as multiple restaurants, office buildings, and aviation business Redtail Air which operates air tours and the FBO of Moab's Canyonlands Regional Airport (CNY) as well as the Carbon County - Price Regional Airport.

Her recently completed global projects include the Genji hotel in Kyoto, Japan, and Kernow Charters Towers in Australia.

Global Hotel Development, Decades of Local Experience

- ❖ Established track record of delivering on global luxury hotel projects (China, Australia, Japan, and USA)
- ❖ A 30 year history of hotel development in the USA
- ❖ Developed an integrated business eco system in Utah and Colorado including airports, hotel and resort accommodation, tour operations, and restaurant business.

David Mendal

Born in Bogota, Colombia, David was raised between New York and his native Bogota in Colombia. After completing high school in Bogota, he moved to Connecticut for two years, and then lived in Boston two years after that. When David was 22, he made a permanent move to Miami, where he currently resides. He is happily married and is the father of three beautiful girls.

David completed high school at the English institute in Bogota, Colombia and earned an Associate of Arts degree from Mitchell College in New London, Connecticut and a Bachelor of Science degree in Business Administration from Bentley College in Waltham, Massachusetts.

David's involvement in the tourism and airline industries began at the early age of 9, when he worked at Avianca Airlines' reservation center in Bogota. At 16, while a student at Cushing Academy, David worked in a travel agency and serviced the worldwide travel plans of Cushing's international student body. It was during this time that David learned to book and ticket global travel. Two years later, at age 20, he became the manager of the agency. In this capacity, he handled both groups and individual reservations. Merely a year later, at age 21, David became one of the youngest owners of a travel agency in the United States.

In addition to Forest Travel Agency, David has grown the company to include sister companies and subsidiaries. They include Ultimate Jet Vacations, Luxury Hotel Experts, Fly Executive, Luxury Cruise Connections Forest Direct and Prive Jets and has also had key participation in the Morrisville – Stowe Airport and Stowe Aviation's airport expansion project. He holds an FAA certified Commercial Pilot Rating and is an avid private pilot.

Luxury Travel, Hotel Development & Distribution

- ❖ Founded Forest Travel, the official travel agency for Virgin Galactic
- ❖ Also Founded Ultimate Jet Vacations, Luxury Hotel Experts, Fly Executive, Luxury Cruise Connections, Forest Direct and Prive Jets (6,500 private aircraft)
- ❖ Sponsor of Hyatt Place Orlando Florida and Orlando International Airport FBO

Select Projects Delivered



Projects Developed, Sponsored/Funded, or Managed Development

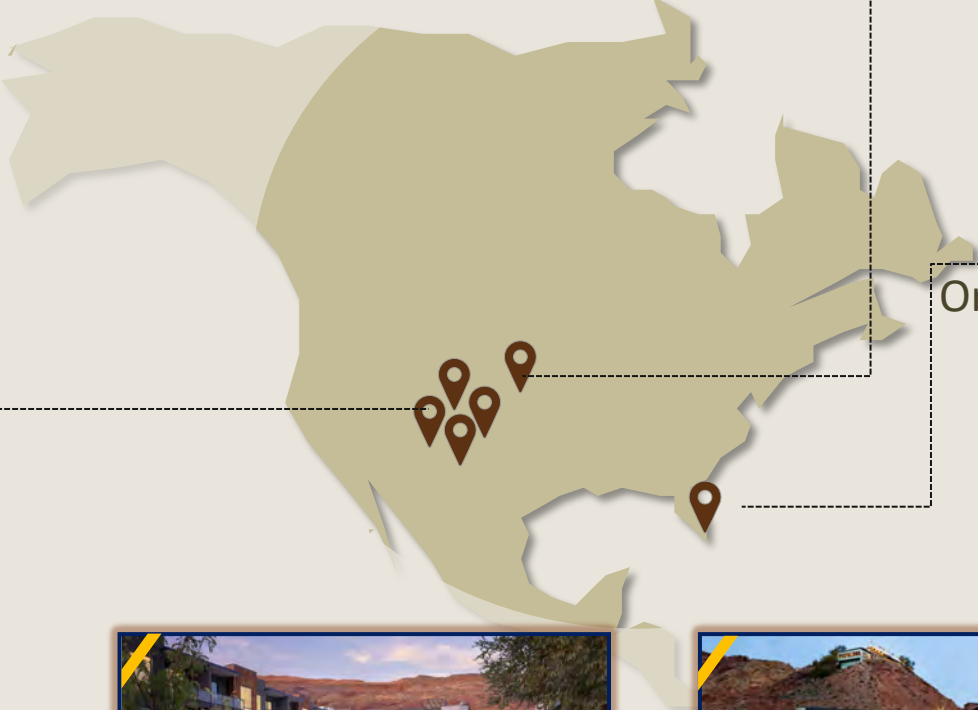
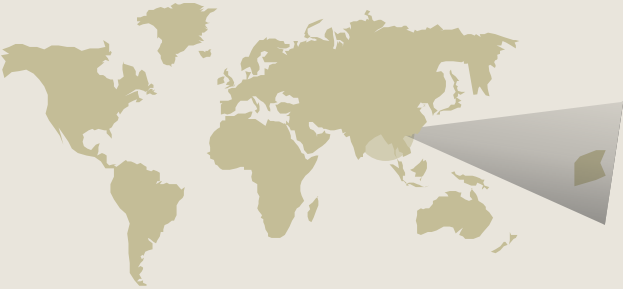
East Asia



Southeast Asia



United States



Telluride, Colorado



Hotel Telluride
Opened 2011
59 Keys

Orlando, Florida



Hyatt Place
Opening 2022
140 Keys

Moab, Utah



Moab Archway Inn
Opened 1996
97 Keys



Hoodoo Moab Curio Hilton
Opened 2019
117 Keys



Hyatt Place Moab
Opened 2018
126 Keys



Best Western Plus Canyon Lands
Opened 2017
80 Keys



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2024-02, a request from OVB Investments LLC for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

Agenda Date: September 23, 2025

Applicant: OVB Investments LLC; Authorized Representative: Matt Lowe

File Number: ZDA2024-02

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/19139>

Property Information

Approximate Address: 10678 East Highway 39 in unincorporated Ogden Valley.

Current Zone(s): Forest (F-5) Zone

Adjacent Land Use

North:	Vacant Forest/Mountainside	South:	Highway 39
East:	Vacant Forest/Mountainside	West:	Vacant Forest/Mountainside

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures
§Title 104, Chapter 9 Forest (F-5) 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

The purpose of the proposed development agreement is to vest the Gateway Estates subdivision in its previously approved preliminary plan and current zoning, subdivision processes, standards, and allowed density for no less than 10 years, with automatic renewals in five year increments until interrupted by the county or the development is built-out.

In exchange, the applicant has volunteered to donate \$50,000 to Eden Valley Trails, a nonprofit entity that builds and maintains trails in the Ogden Valley. To learn more about Eden Valley Trails, their website is <https://www.edenvalleytrails.com/>.

The planning commission must determine whether the proposal offers sufficient mutual consideration necessary for the county to enter into a development agreement with the applicant. If approved, the development agreement will become applicable/enforceable to/by the new city once the city assumes responsibility as the area's land use authority.

Policy Analysis

The proposed development agreement, which is attached as Exhibit A, offers the terms of the agreement between the developer and the county. After several discussions with both staff and the planning commission, the applicant has compromised and reduced several of the initial asks, which are reflected in the attached proposed agreement.

Several changes in this version from the prior version are changes requested by either staff or a planning commissioner. Those changes are not highlighted or marked in redline. Other proposed changes are shown in redline or explained in comment bubbles in the margins. These other proposed changes are either proposed by staff or proposed by the applicant. Those proposed by staff are marked as a "staff proposed edit." This should help the planning commission sort through who is proposing what change.

A few changes to note based on past planning commission discussions:

- Expiration being reduced from 25 years to 10 years, with auto renewals every five years unless interrupted by the jurisdiction; criteria for due process of interruption. *This was a staff suggestion to, and accepted by, the applicant, in response to concerns from the planning commission about vesting length*
- Special additional rules governing the processing and potential denial of an application have been removed.
- Rules related to jurisdiction's requirement to upsize infrastructure have been removed.
- Rules related to jurisdictions provision of services at equal levels as others has been softened. Staff redlines suggest further refinement. (Section 7.2).
- Attorney's fees in the event of a dispute has been changed to each party being responsible for their own. (Section 8.4).
- The new appeal right that was proposed (Section 12.4) has been softened. Staff is suggesting further refinement.
- Additional rules governing county's rejection of a future agreement amendment (Section 13.7) have been removed.
- Exclusion from moratoria (Section 25) was requested to be removed by the planning commission. The applicant is requesting it remain in, but has offered language to attempt to soften it.

Planning Commission Considerations

Based on best practices and planning commission comments, staff and the applicant have negotiated the terms to be as close to mutual acceptability as appears possible at this time. The planning commission should consider what further negotiations are desired, if any.

During work session there was discussion/debate between planning commissioners regarding whether the streets should be public or private. If this is still an outstanding concern it should be further clarified by the planning commission. It should be noted that the phase 1 of the subdivision has already platted the initial length of the street as a public street.

The question of what, exactly, is being vested is still a bit obscure in the agreement. The reduced term may lessen this concern for the planning commission.

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

The planning commission should determine whether this proposal helps maintain the vision and goals of the Ogden Valley General Plan. It may be determined that it does by addressing dispersed development in areas desirable for open space and by advancing trail-building. The planning commission should determine whether this balances with the applicant's requested considerations.

Staff Recommendation

With the reduction in the applicant's ask from the county, it is staff's opinion that this proposal might strike a reasonable balance between the applicant's interests and the interests of the public. If so, staff is recommending the planning commission forward a positive recommendation for the proposed development agreement to the

county commission for their final deliberation on the matter. Staff's recommendation is based on the following findings and considerations:

1. Staff's comments, suggestions, and recommended edits for the DA should be more fully addressed prior to county commission approval.
2. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
3. The proposed changes are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.
4. 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 #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

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 #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

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 negative recommendation to the County Commission for File #ZDA2024-02, an application for a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 416.178 acres located in F-5 zone at approximately 10678 East Highway 39.

I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement

WHEN RECORDED, RETURN TO:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr., Suite 200
Ogden, UT 84405

**DEVELOPMENT AGREEMENT
FOR GATEWAY ESTATES
SUBDIVISION PHASES 2-22**

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 OVB INVESTMENTS, LLC, a Utah limited liability company (“Developer”), and made effective as of the Effective Date (defined below).

RECITALS

A. Developer owns approximately 416 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A.

B. The Property is presently zoned Forest (F-5) and Forest (F-40) and is currently vacant, undeveloped land.

C. Developer received preliminary plat approval on October 24, 2023, of the Gateway Estates Subdivision Phases 2-22 for the Property, which is attached hereto as Exhibit B (“Preliminary Plat”). Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plat (“Project”).

D. By this Agreement, the County and Developer confirm the Property’s vested entitlements for the development of the Project consistent with the Preliminary Plat and current zoning requirements. 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 2.2 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 ~~-, policies, standards, and procedures~~ 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.

Commented [CE1]: Staff requested edit. Too nebulous. Just stick to legislatively adopted ordinances.

1.2.6 County's Vested Laws means the ordinances ~~-, policies, standards, and procedures~~ 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 Planning Commission means Weber County's Ogden Valley Planning Commission.

1.2.14 Preliminary Plat has the meaning provided in Recital C above.

1.2.15 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.

1.2.16 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.17 Public Infrastructure means those elements of infrastructure that are platted, or otherwise 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.

1.2.18 Public Roadways means the public roadways identified on the Preliminary Plat that will be dedicated to the County upon completion.

1.2.19 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.

1.2.1 Zoning means the Forest F-5 and Forest F-40 zoning of the Property as further set forth in the County's Vested Laws.

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 Plat 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 dictate the application process and procedures applicable to a Final Plat application;

~~2.2.1~~ ~~2.2.2~~ County's Future Laws that Developer agrees in writing to the application thereof to the Project;

~~2.2.2~~ ~~2.2.3~~ 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~~ ~~2.2.4~~ 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~~ ~~2.2.5~~ 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~~ ~~2.2.6~~ 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

Commented [CE2]: PC request: Reduce the number of ordinances in which the dev is vested. Limit it to just those needed to entitle the plat (i.e. street and lot configuration and standards) but no vesting in things not being requested at this time.

Maybe something like: "...vesting all county laws in effect at the time of the Effective Date that were specifically applicable to the creation and approval of the approved preliminary plat, and together with all other laws in effect as they pertain to the standards and processing of a Final Plat application..."

~~2.2.6~~ 2.2.7 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 Conflict between Preliminary Plat and County's Vested Laws. The Parties agree that the Preliminary Plat 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's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Preliminary Plat that does not comply with County's Vested Laws shall not be construed to be a waiver from County's 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.

2.5 Effect of Incorporation of Municipality. Pursuant to Utah Code Ann. §10-9a-509, a subsequent incorporation of any portion of the Property into a new municipality or a petition that proposes the incorporation of any portion of the Property into a new municipality, shall not affect the vesting of the Property in accordance with County's Vested Laws, including the provisions of the Zoning, and as otherwise set forth herein.

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. 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 Plat 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 and Public Roadways within the Project that are necessary for the connectivity and development of the Project as required by the Zoning. The width of the Public Roadways are indicated on the Preliminary Plat, but may be adjusted by mutual agreement of the County and Developer. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

3.3 Community Benefits. In consideration for receipt of the benefits offered by this Agreement, Developer shall donate Fifty Thousand and No/100 dollars (\$50,000) to Eden Valley Trails, a nonprofit, as a donation/community benefit, within 10 business days of all parties signing the Development Agreement.

4. Term of Agreement. The initial term of this Agreement commences on the Effective Date and continues for a period of ~~twenty-five (25) years ("Term")~~ ten (10) years ("Initial Term"). Upon expiration of the Initial Term, the term of this Agreement shall automatically renew every five (5) years (each, an "Extension Term" and collectively, "Extension Terms") in perpetuity until development of the Project is complete or until the County sends Developer a notice of non-renewal within one (1) year of the expiration of the Initial Term or the then-current Extension Term, as applicable. The Initial Term together with any Extension Terms shall be referred to herein as the "Term".

5. **Processing of Development Applications.**

5.1 Final Plat Deadlines. No later than three years after the Effective Date, Developer shall submit a complete application for Final Plat approval for the first phase of the Project developed under this

Commented [CE3]: Developer give.

Commented [CE4]: Applicant reduced requested vesting from 25 to 10 years with provisions for auto-renewals in 5 year increments if not interrupted by jurisdiction.

Agreement. Throughout the Term, Developer shall submit a complete application for Final Plat approval for subsequent phases of the Project no later than three (3) years after obtaining Final Plat approval for the previous phase of the Project. Likewise, after Developer obtains Final Plat approval for a phase, Developer shall complete development of the approved phase within three (3) years. Nothing in this [Section 5.2](#) prohibits Developer from submitting Final Plat application for multiple phases of the Project at the same time. If Developer fails to timely submit a Final Plat application under this [Section 5.2](#), then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Final Plat application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Final Plat application.

5.2 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.

5.3 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 Plat, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. 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.

7. Public Infrastructure and Utilities.

7.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to [Section 7.2](#) below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project.

7.2 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) [reasonable](#) 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 similarly situated developments](#) 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.

Commented [CE5]: Staff requested edit

8. Default.

8.1 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.

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

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 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;

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

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

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

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

8.3.2 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.

8.4 **Attorney Fees**. Each Party in any action brought to enforce the terms of this Agreement shall be responsible for its own legal expenses and attorney fees.

8.5 **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.

8.6 **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.

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

9. **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:

OVB Investments, LLC
Attn: Matt Lowe
6028 S. Ridgeline Dr.,
Suite 200
Ogden, UT 84405
Email: matt@lowecompanies.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200 Salt
Lake City, Utah 84101 Attention: Wade
Budge, P.C. Email: wbudge@swlaw.com

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

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

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

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

9.1.3 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.

9.1.4 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.

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

11. **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.

12. Administrative Modifications.

12.1 **Allowable Administrative Applications:** The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

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

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

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

12.3 **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 13 of this Agreement.

12.4 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may ~~(i) appeal such denial as permitted by the County's Vested Laws and/or (ii)~~ process the proposed Administrative Modification as a Modification Application (defined below).

13. **Amendment.** Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 13. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

13.1 **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.

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

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

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

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

13.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300').

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

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

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

13.5.1 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.

13.5.2 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 County Commission.

13.6 **County 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 County Commission shall consider the Modification Application.

13.7 **County Commission's Objections to Modification Applications.** If the County Commission

Commented [CE6]: Staff requested edit.

On admin appeal the appeal authority needs to determine whether the decision was arbitrary, capricious, or illegal, and is limited to a review of the record. While not explicit here, this perhaps suggests that an applicant is entitled to approval of an admin mod as long as it meets objective requirements/criteria. There is no clear objective approval or denial criteria listed here or in code related to a decision on an admin modification and therefore little/no criteria from which an admin decision can be based.

In the absence of objective criteria, staff suggests deleting (i). This will default an "appeal" of a admin mod decision to a legislative development agreement amendment as spelled out in section 13.

objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial.

14. **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.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

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

17. **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.

18. **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.

19. **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.

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 17-27-504 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; provided, however, such exclusion must not be inconsistent with Utah State Code.

Commented [CE7]: PC asked for paragraph to be deleted.

What happens if the city enacts a moratorium on all permits/reviews (a moratorium cannot be longer than 6 months) at first to give the city the time to get staffing, resources, processes, etc up and running? As written, this paragraph might require the city to process applications even if it does not yet have the setup to do so.

26. **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.

27. **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:

OVB INVESTMENTS, LLC, a Utah limited liability company

By (printed name): _____

Signature: _____

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 OVB Investments, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

WEBER COUNTY,
a Utah political subdivision

Sharon Bolos, County Commission Chair

Approved as to form and legality:

County Attorney's Office

Attest:

Ricky Hatch, Weber County Clerk

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

COUNTY ACKNOWLEDGMENT

On the _____ day of _____, 2025 personally appeared before me Sharon Bolos who being by me duly sworn, did say that she 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 she acknowledged to me that the County executed the same.

NOTARY PUBLIC

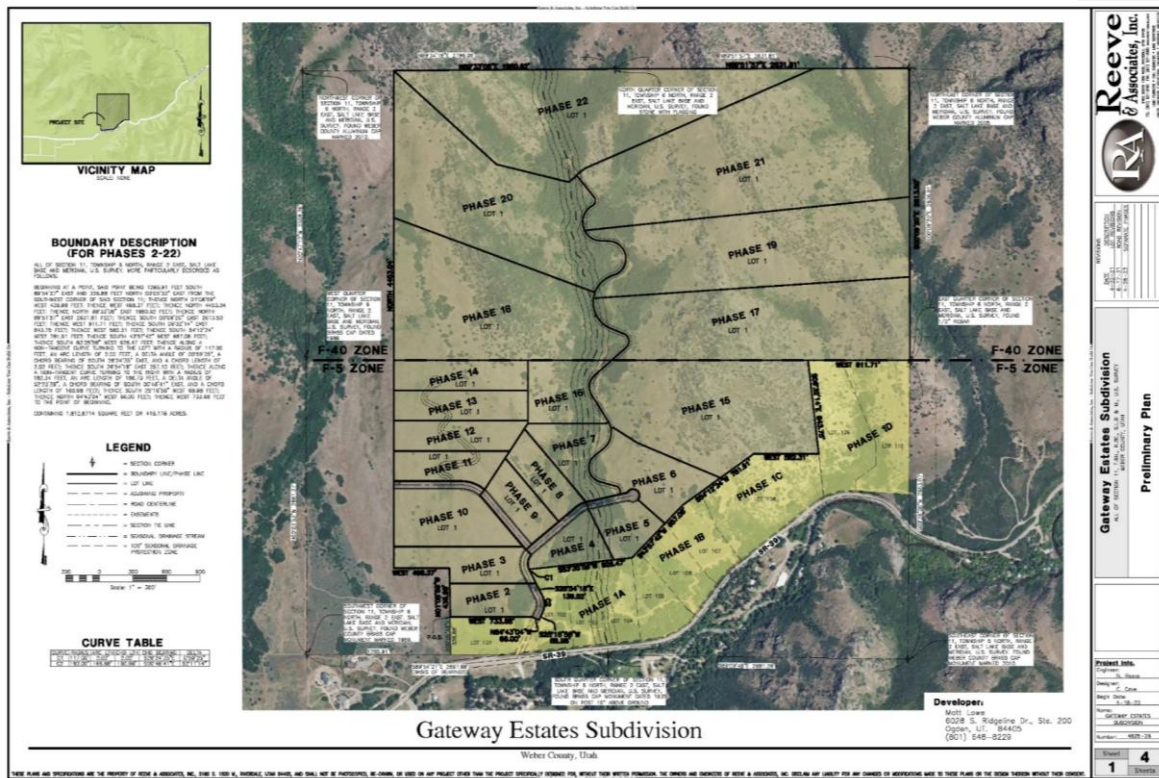
EXHIBIT A
Legal Description of the Property

ALL OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 1285.91 FEET SOUTH 89°54'27" EAST AND 336.88 FEET NORTH 00°05'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01°08'59" WEST 436.98 FEET; THENCE WEST 498.37 FEET; THENCE NORTH 4453.04 FEET; THENCE NORTH 89°33'08" EAST 1980.62 FEET; THENCE NORTH 89°51'57" EAST 2631.81 FEET; THENCE SOUTH 00°09'20" EAST 2613.50 FEET; THENCE WEST 911.71 FEET; THENCE SOUTH 06°32'14" EAST 843.75 FEET; THENCE WEST 582.31 FEET; THENCE SOUTH 54°12'24" WEST 781.91 FEET; THENCE SOUTH 43°57'42" WEST 657.08 FEET; THENCE SOUTH 83°35'56" WEST 926.47 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 117.00 FEET, AN ARC LENGTH OF 2.02 FEET, A DELTA ANGLE OF 00°59'25", A CHORD BEARING OF SOUTH 26°24'35" EAST, AND A CHORD LENGTH OF 2.02 FEET; THENCE SOUTH 26°54'18" EAST 257.10 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 182.34 FEET, AN ARC LENGTH OF 166.73 FEET, A DELTA ANGLE OF 52°23'28", A CHORD BEARING OF SOUTH 00°48'41" EAST, AND A CHORD LENGTH OF 160.98 FEET; THENCE SOUTH 25°16'56" WEST 68.98 FEET; THENCE NORTH 64°43'04" WEST 66.00 FEET; THENCE WEST 733.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,812,8714 SQUARE FEET OR 416.178 ACRES.

EXHIBIT B
Preliminary Plat
One following Pages



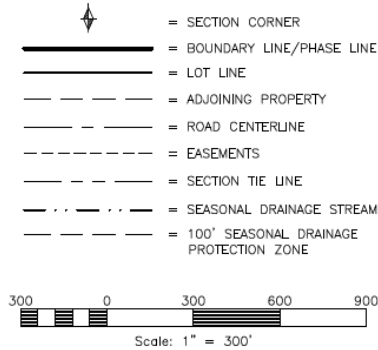
BOUNDARY DESCRIPTION (FOR PHASES 2-22)

ALL OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 1285.91 FEET SOUTH 89°54'27" EAST AND 336.88 FEET NORTH 00°05'33" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01°08'59" WEST 436.98 FEET; THENCE WEST 498.37 FEET; THENCE NORTH 4453.04 FEET; THENCE NORTH 89°33'08" EAST 1980.62 FEET; THENCE NORTH 89°51'57" EAST 2631.81 FEET; THENCE SOUTH 00°09'20" EAST 2613.50 FEET; THENCE WEST 911.71 FEET; THENCE SOUTH 06°32'14" EAST 843.75 FEET; THENCE WEST 582.31 FEET; THENCE SOUTH 54°12'24" WEST 781.91 FEET; THENCE SOUTH 43°57'42" WEST 657.08 FEET; THENCE SOUTH 83°35'56" WEST 926.47 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 117.00 FEET, AN ARC LENGTH OF 2.02 FEET, A DELTA ANGLE OF 00°59'25", A CHORD BEARING OF SOUTH 26°24'35" EAST, AND A CHORD LENGTH OF 2.02 FEET; THENCE SOUTH 26°54'18" EAST 257.10 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 182.34 FEET, AN ARC LENGTH OF 166.73 FEET, A DELTA ANGLE OF 52°23'28", A CHORD BEARING OF SOUTH 00°48'41" EAST, AND A CHORD LENGTH OF 160.98 FEET; THENCE SOUTH 25°16'56" WEST 68.98 FEET; THENCE NORTH 64°43'04" WEST 66.00 FEET; THENCE WEST 733.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,812,8714 SQUARE FEET OR 416.178 ACRES.

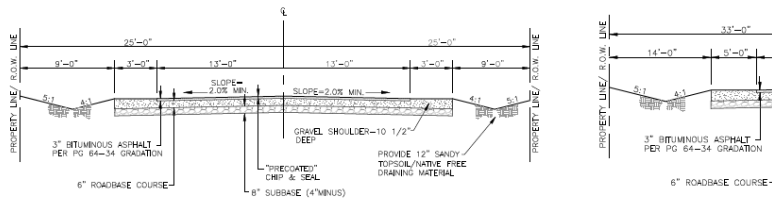
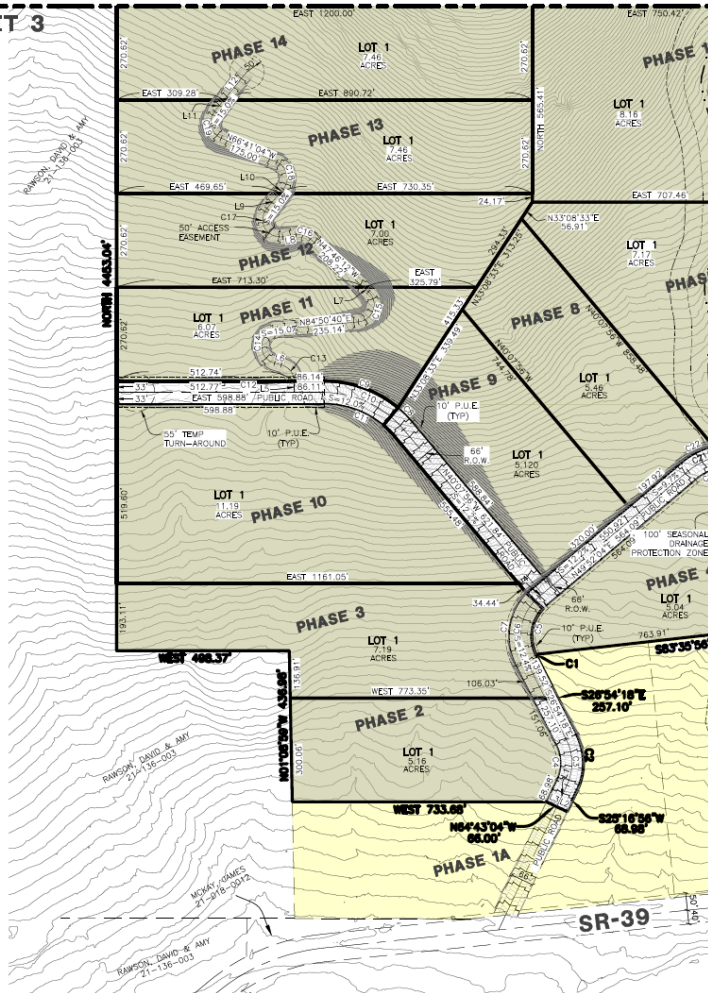
LEGEND



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	117.00'	2.02'	2.02'	S26°24'35" E	0°59'25"
C2	182.34'	166.73'	160.98'	S00°48'41" E	52°23'28"

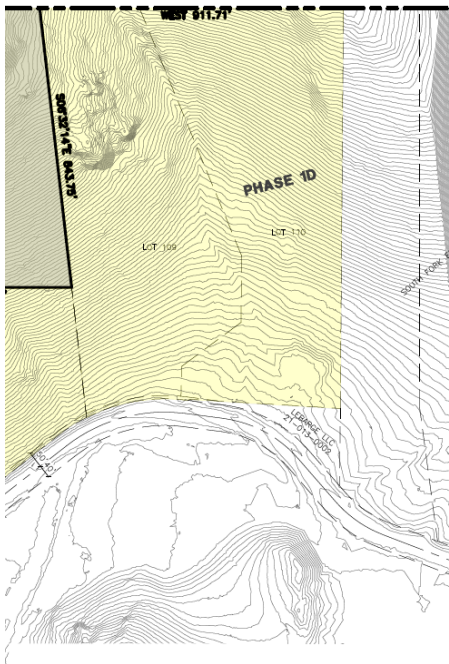
MATCH LINE
SEE SHEET 3



PRIVATE ROADWAY SECTION (50' R.O.W.)

SCALE: NONE

STRI



MATCH LINE
SEE SHEET 3

LEGEND

- = BOUNDARY LINE/PHASE LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = PUBLIC UTILITY EASEMENT
- = SEASONAL DRAINAGE STREAM
- = 50' SEASONAL DRAINAGE NO BUILD ZONE
- = 100' SEASONAL DRAINAGE NO BUILD ZONE



CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	117.00	2.02	2.02	S26°24'35"E	0°59'25"
C2	183.00	166.68	180.98	S00°48'41"E	52°11'14"
C3	150.00	136.53	131.95	N00°48'41"W	52°11'14"
C4	117.00	106.57	102.92	N00°48'41"W	52°11'14"
C5	117.00	154.75	143.71	N11°58'35"E	75°46'57"
C6	150.00	200.99	186.29	N11°28'03"E	78°48'21"
C7	183.00	225.34	211.37	N08°22'14"E	70°33'03"
C8	333.00	58.54	58.46	N45°10'07"W	10°04'21"
C9	333.00	231.29	226.67	N70°08'08"W	39°47'43"
C10	300.00	261.11	252.94	N65°03'58"W	49°52'04"
C11	267.00	232.32	225.06	N65°04'23"W	49°51'13"
C12	50.00	1.53	1.53	N00°52'44"W	1°45'27"
C13	50.00	64.48	60.10	N38°42"W	72°53'06"
C14	50.00	140.05	98.55	N04°36'03"E	160°29'14"
C15	50.00	115.73	91.57	N18°32'14"E	132°36'52"
C16	50.00	44.68	43.21	N73°22'19"W	51°12'14"
C17	50.00	121.56	93.76	N29°19'28"W	139°17'56"
C18	50.00	93.38	80.39	N13°10'47"W	107°00'34"
C19	50.00	92.44	79.82	N1°43'18"W	105°55'33"
C20	167.00	80.38	79.61	N63°39'25"E	27°34'42"
C21	200.00	96.27	95.34	N63°39'25"E	27°34'42"
C22	233.00	105.66	104.76	N62°51'33"E	25°28'58"
C23	233.00	6.49	6.49	N76°39'54"E	1°35'44"
C24	30.00	22.08	21.58	S81°28'12"E	42°10'06"
C25	55.00	75.05	69.36	N80°31'20"E	78°11'03"
C26	55.00	178.69	109.84	N57°38'48"W	126°09'09"
C27	30.00	22.08	21.58	S58°21'43"W	42°10'06"
C28	50.00	83.18	73.91	N27°11'36"W	95°18'54"
C29	133.00	293.00	237.24	N1°44'21"W	128°13'25"
C30	190.00	206.64	196.61	N20°12'50"E	62°18'54"
C31	190.00	58.32	58.09	N19°44'11"W	17°35'18"
C32	190.00	11.61	11.61	N30°16'53"W	3°30'09"
C33	137.00	192.40	176.98	N08°12'02"E	80°28'01"
C34	75.00	152.55	127.58	N09°50'09"W	116°32'22"

LINE TABLE

#	BEARING	DISTANCE
L1	N25°18'56"E	68.98
L2	N64°43'04"W	33.00
L3	N64°43'04"W	33.00
L4	N62°52'04"E	133.17
L5	NORTH	31.42
L6	N75°38'33"W	19.78
L7	N47°48'12"W	18.78
L8	S81°01'54"W	58.79
L9	N40°19'30"E	55.90
L10	N40°19'30"E	117.12
L11	N39°14'29"E	41.94
L12	N39°14'29"E	105.30
L13	N20°27'51"E	39.36
L14	N20°27'51"E	11.87
L15	S77°26'46"W	61.57
L16	N74°51'03"W	150.01
L17	N51°22'22"E	99.65
L18	N79°03'28"E	25.00
L19	S61°28'11"W	25.00
L20	N48°26'03"E	205.29

INTERVALS
RADIUS
TO HAVE A
THAT IS
LOCATED ON



REVISIONS	DATE	DESCRIPTION
4-22-21	LOT REVISIONS	
6-17-21	ROAD REVISION	
4-28-23	SEPARATE PHASES	

Gateway Estates Subdivision
ALL OF SECTION 11, T.8N., R.2E., S.1B. & M., U.S. SURVEY
WEBER COUNTY, UTAH

Preliminary Design

Project Info.

Engineer: N. Reeve

Designer: C. Cave

Begin Date: 4-18-23

Name: GATEWAY ESTATES

SUBDIVISION

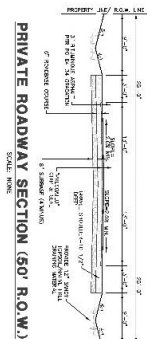
Number: 4825-26

Sheet	4
2	Sheets

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- [illegible]



#	BEARING	ELEVATION
21	N48°26'03"E	170.60'
22	N68°06'20"W	121.26'
23	N87°18'44"W	27.50'
24	N48°30'27"W	145.51'
25	N48°30'27"W	137.33'

CURVE TABLE				
CURVE	SAFETY	SLACK	TIME	STATION
C-28	28.500	3.800	315.600	261.150
C-29	29.500	2.800	272.650	208.140
C-30	30.500	1.800	229.700	155.130
C-31	31.500	0.800	186.750	102.120
C-32	32.500	0.200	143.800	49.110
C-33	33.500	0.000	100.850	0.000
C-34	34.500	0.000	57.900	0.000
C-35	35.500	0.000	14.950	0.000
C-36	36.500	0.000	0.000	0.000

Gateway Estates Subdivision

Weber County, Utah

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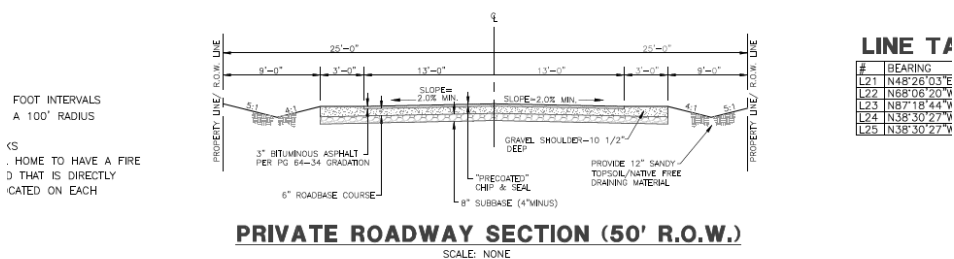
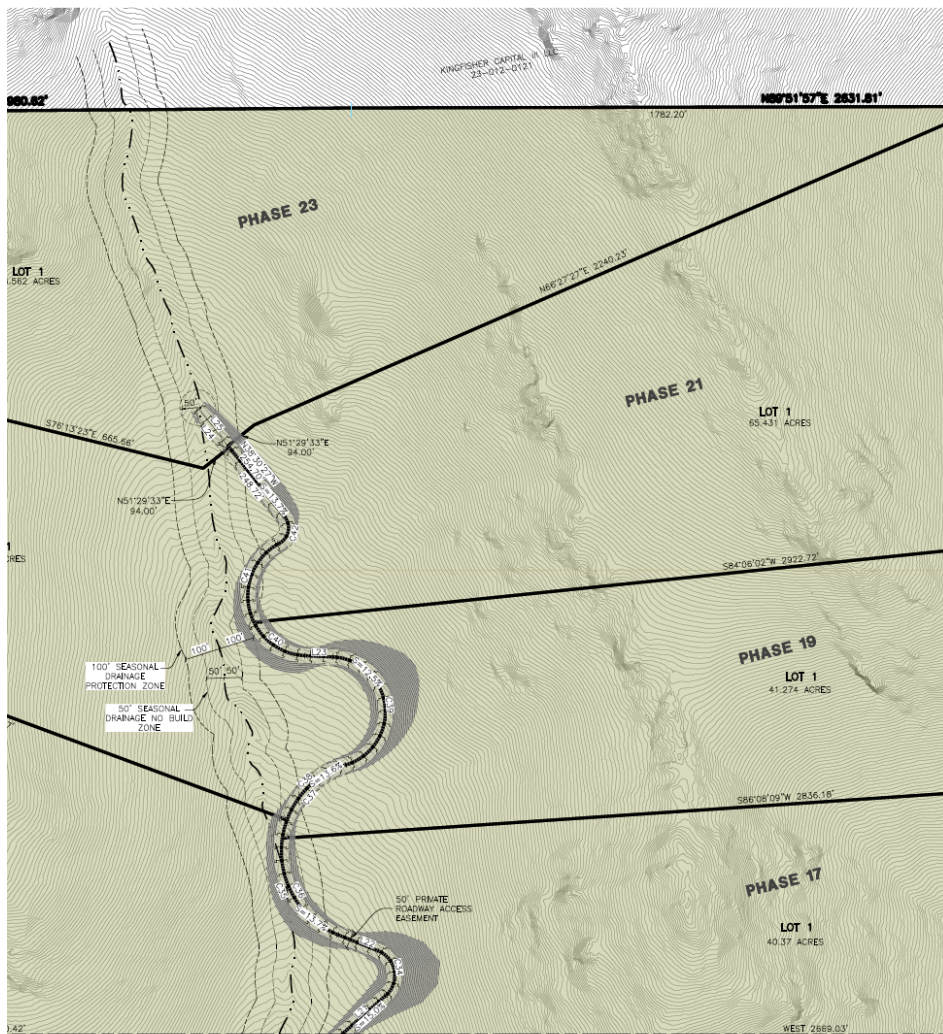
REVISIONS	
DATE	DESCRIPTION
4-22-21	LOT REVISIONS
5-17-21	ROAD REVISION
4-26-23	SEPARATE PHASE

RA **Reeve**
& Associates, Inc.

5100 SOUTH 1000 WEST, RENTON, WA 98040
(206) 871-4300 FAX (206) 871-2155 www.reeve.com
LAND PLANNING • LAND ENGINEERING • LAND SURVEYING
INVESTMENT • STRUCTURAL • ENVIRONMENTAL

Sheet	4
3	Revised

PROJECT DATA Preparer: J. Moore Designer: J. Moore City: Salt Lake City Date: 12-15-73 Name: GATEWAY ESTATES SUBDIVISION Number: 4052-20	<h2 style="text-align: center;">Gateway Estates Subdivision</h2> <p style="text-align: center;">ALL C. SECTION 11, 12N, 12E, S12B & M. U.S. SURVEY WEBER COUNTY, UTAH</p> <h3 style="text-align: center;">Preliminary Design</h3>
---	---



Gateway Estates Subdivision



MATCH LINE
SEE SHEET 2

LINE TABLE

#	BEARING	DISTANCE
L21	N48°26'03"E	170.60'
L22	N68°06'20"W	121.26'
L23	N87°18'44"W	77.90'
L24	N38°30'27"W	143.31'
L25	N38°30'27"W	137.33'

CURVE TABLE

CURVE	RADIUS	ARC LTH	CHD LTH	CHD BEARING	DELTA
C35	253.00'	390.17'	353.00'	N23°32'08"E	88°28'23"
C36	253.00'	337.04'	312.66'	N29°56'30"W	76°19'40"
C37	253.00'	287.90'	272.62'	N40°49'21"E	65°12'
C38	253.00'	234.28'	226.00'	N46°53'44"E	53°03'23"
C39	155.00'	434.83'	305.63'	N06°56'39"E	160°04'09"
C40	168.00'	179.30'	170.91'	N56°44'13"W	61°09'01"
C41	168.00'	256.11'	232.02'	N17°30'42"E	87°20'48"
C42	50.01'	88.06'	77.12'	N11°56'25"E	100°52'58"

REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Gateway Estates Subdivision
 ALL OF SECTION 11, T4N, R2E, S1&R & M, U.S. SURVEY
 WEBER COUNTY, UTAH

Preliminary Design

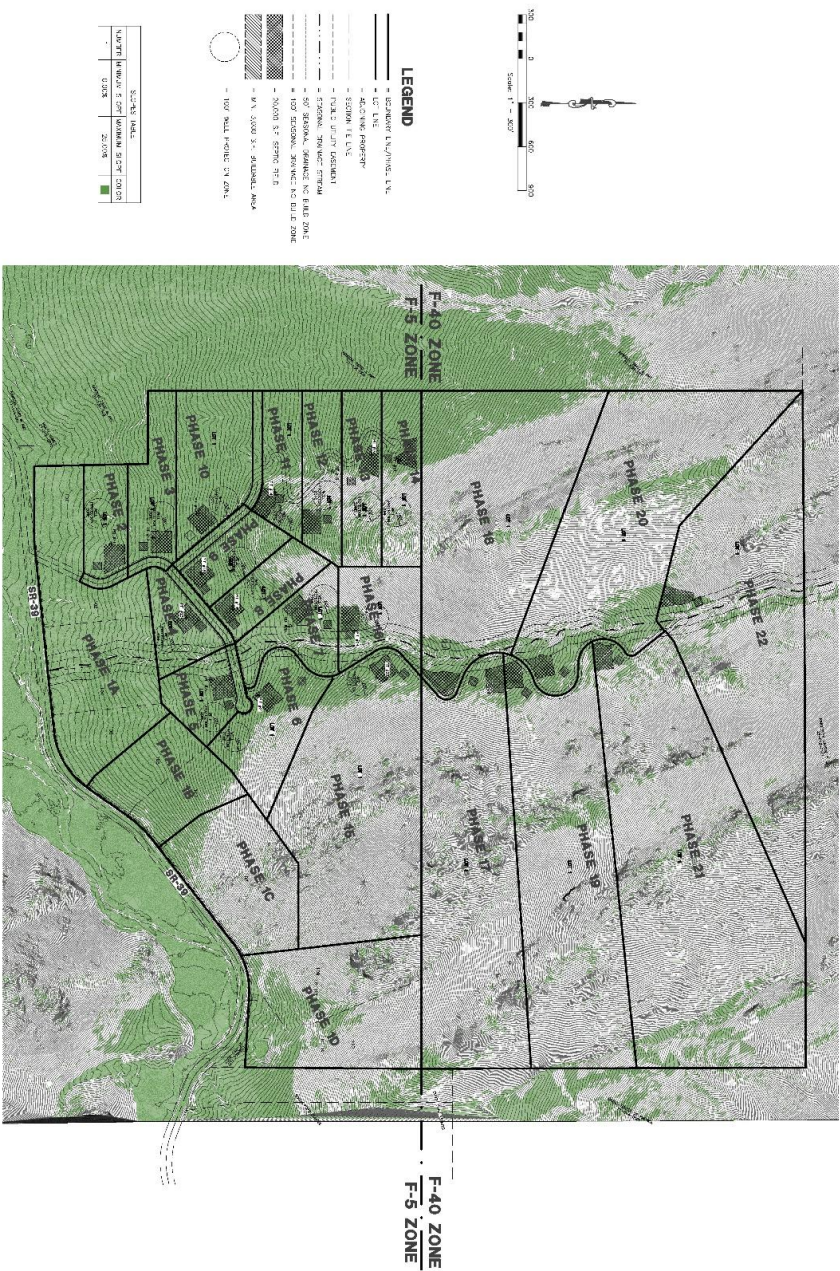
Project Info.
 Engineer: N. Reeve
 Designer: C. Cave
 Begin Date: 4-18-23
 Name: GATEWAY ESTATES
SUBDIVISION
 Number: 4825-26

Sheet

4

3

Sheet



Gateway Estates Subdivision

Weber County, Utah

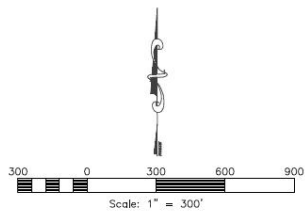
Developer:
Matt Lowe
6028 S. Ridgeline Dr., Ste. 200
Ogden, UT 84405
(801) 648-8229

Project Info:	
Engineer:	Y. Yee
Designer:	C. Cove
Revised Date:	4-18-20
Name: GATWAY ESTATES SUBDIVISION	
Map No.:	4020-20

Gateway Estates Subdivision
ALL OF SECTION 11, T.5N., R.2E., S.1R. & N., U.S. SURVEY
WEBER COUNTY, UTAH

REVISIONS	
DATE	DESCRIPTION
4-22-21	LOI REVISIONS
6-17-21	ROAD REVISION
4-26-23	SEMI-ANNUAL PHASES

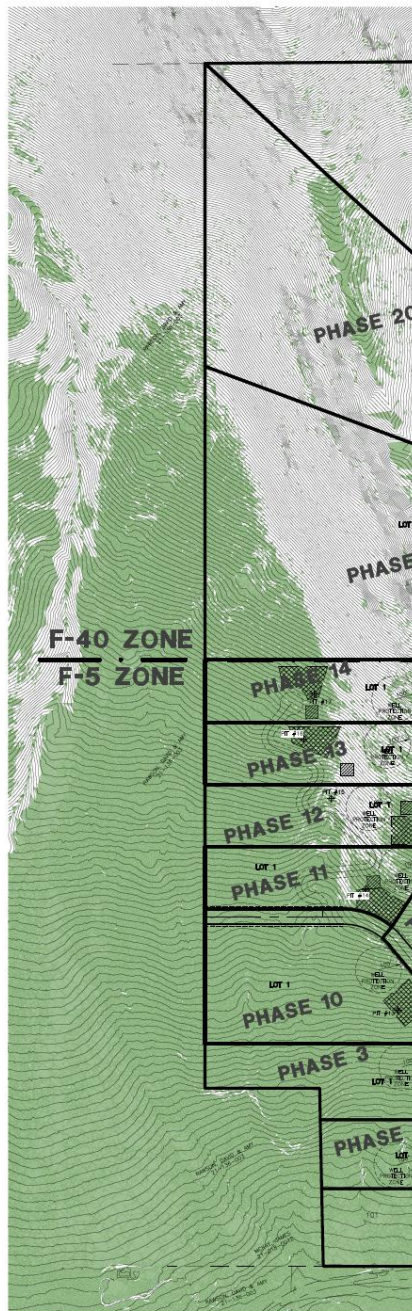


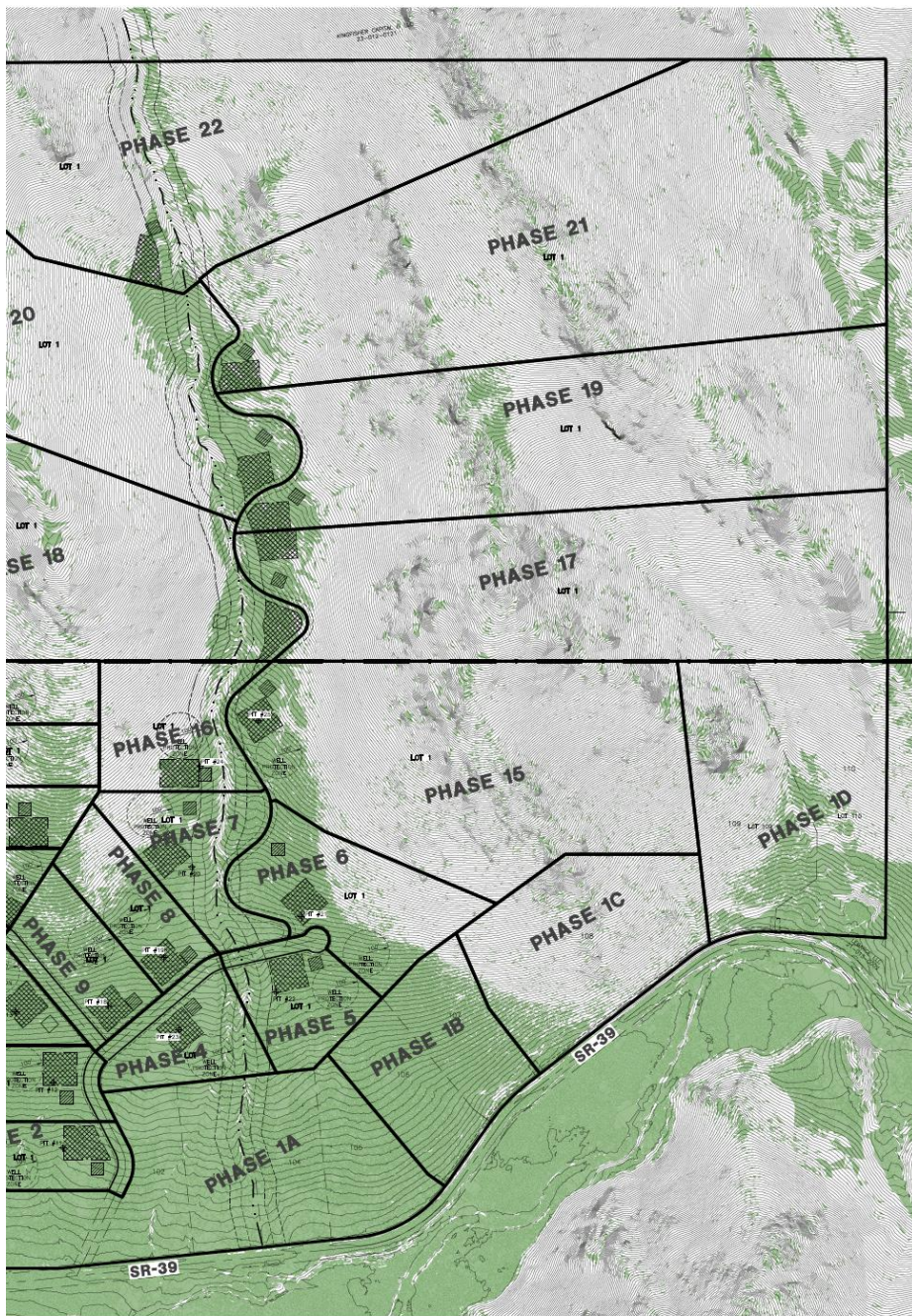


LEGEND

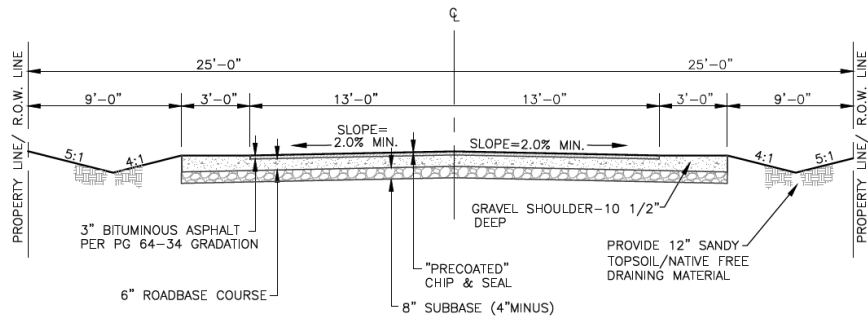
- = BOUNDARY LINE/PHASE LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = PUBLIC UTILITY EASEMENT
- = SEASONAL DRAINAGE STREAM
- = 50' SEASONAL DRAINAGE NO BUILD ZONE
- = 100' SEASONAL DRAINAGE NO BUILD ZONE
- = 20,000 S.F. SEPTIC FIELD
- = MIN. 3,000 S.F. BUILDABLE AREA
- = 100' WELL PROTECTION ZONE

SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0.00%	25.00%	



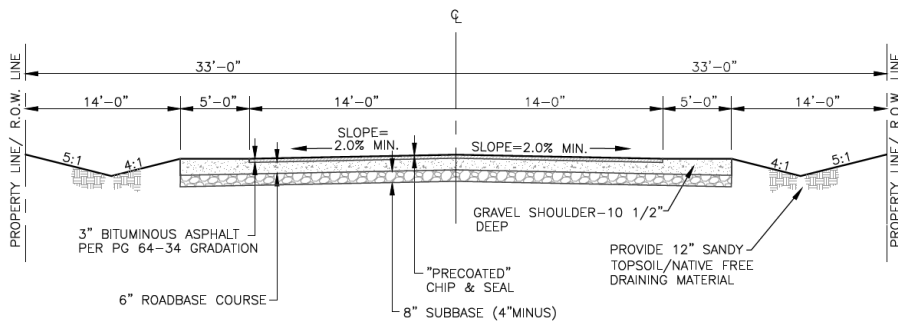


Gateway Estates Subdivision



PRIVATE ROADWAY SECTION (50' R.O.W.)

SCALE: NONE



STREET SECTION (66' R.O.W.)

SCALE: NONE



Weber County

Weber County Planning Division
www.co.weber.ut.us/planning_commission
2380 Washington Blvd., Suite 240
Ogden, Utah 84401-1473
Voice: (801) 399-8791
Fax: (801) 399-8862

Ogden Valley Planning Commission
NOTICE OF DECISION

October 24, 2023

OVB Investments, LLC
c/o Matt Lowe
748 E Hwy 39
Huntsville, UT, 84317

You are hereby notified that preliminary approval of **Gateway Estates Subdivision Phases 2-22** was granted on October 24, 2023, by the Ogden Valley Planning Commission subject to the following conditions:

1. An approved plan with Weber Fire District must be submitted prior to going before the Planning Commission for a recommendation of final approval.
2. An onsite wastewater disposal covenant shall be recorded with the final plat
3. A private well covenant shall be recorded with the final plat.
4. All required improvements shall be either installed, escrowed for, or a combination of both, prior to County Commission approval.

If you have any questions, feel free to call me at 801-399-8794.

Sincerely,

Tammy Aydelotte, Planner II
Weber County Planning Commission

26-I-7 Subdivision Time Limitations.

(A) Time Limitation for Preliminary Approval.Subdivisions receiving preliminary plan approval shall have **eighteen (18) months from the date of the approval** to receive a recommendation for final approval of the subdivision or the first phase thereof, from the Planning Commission. An extension of preliminary approval for an additional time period of up to eighteen (18) months may be granted by the Planning Director upon repayment of the subdivision application fees and the plan being brought into compliance with County, State and Federal ordinances current at the time of the extension. The extension request shall be submitted and approved prior to the expiration of the original approval period.



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-06, a request from Ogden City for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to enable their transfer from land located at approximately 24 acres located in CVR-1 zone at approximately 800 North 5900 East.

Agenda Date: September 23, 2025

Applicant: Ogden City; Authorized Representative: Brady Herd

File Number: ZDA2025-06

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23518>

Property Information

Approximate Address: 800 North 5900 East (Stringtown Road) in unincorporated Ogden Valley.

Current Zone(s): Commercial Valley Resort (CVR-1) Zone

Adjacent Land Use

North: Large-lot Agriculture and Residential

East: Pineview Reservoir

South: Pineview Reservoir

West: Pineview Reservoir

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures

§Title 104, Chapter 11 Commercial Valley Resort (CVR-1) 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

The purpose of the proposed development agreement is to vest Ogden City's wellhead property in its currently allowed zoning density for a time, and to preserve the right to transfer that density from the property (the sending property) to another property (the receiving property) whereon transferable rights are allowed to be received. Ogden City maintains that under existing zoning the property can sustain 521 dwelling units, and are requesting the entire amount be preserved for the purpose of later transfer. They are not, at this time, proposing the onsite construction of any of those development rights, preferring, to send them from the property to protect their nearby wellheads.

The planning commission must determine whether the proposal offers sufficient mutual consideration necessary for the county to enter into a development agreement with the applicant. If approved, the development agreement

will become applicable/enforceable to/by the new city once the city assumes responsibility as the area's land use authority.

Policy Analysis

Ogden City has purchased Parcel #20-008-0006 and Parcel #20-008-0011 at the end of Stringtown Road. The surveyed acreage of the parcels total 24.047 acres.

The applicant is requesting to be vested in the maximum development right potential of the property for the purpose of later transferring those development rights (TDRs) to another property. Currently, the Ogden Valley unincorporated area has two zones that enable transferable rights. The Form-Based zone and the Destination Recreation Resort zone are designated as "receiving areas" for TDRs, and both zones allow TDRs to be sent from sending areas that include property within the CVR-1 zone.

Today, if Ogden City had a buyer for all of the subject development rights that owns property in the FB and DRR-1 zones, the county would be required to allow the transfer to occur. However, the right to transfer is not vested until the transfer actually occurs in compliance with the adopted process of those zones. So, without a buyer the city is not currently vested. Thus their request for a development agreement, which would vest the rights to the property without the initial requirement for them to be transferred.

The question of whether or not the site's development rights should be allowed to be transferred should be closely tied to whether it is actually viable for any of them to exist on the subject property in the first place. It might be disingenuous to the purpose of transferring units to allow units that are not realistically viable to be transferred because this, in theory, would be creating additional dwelling units that would not otherwise exist if not for the allowance of the transfer. The following offers an analysis of potential viability.

The CVR-1 zone's density can be derived from the land area required. The zone requires at least 7,500 square feet of land for each building, and 2,000 square feet of land for each unit in excess of two units per each building. On this 24.047 acre property (1,047,487.32 square feet), a development that is within a single building would be allowed no more than 521 dwelling units. If more buildings, the number of allowed units decreases. The following table explains how:

Number of Bldgs	Minimum Area Req'd per Bldg	Base Units	Remaining Site Area	Additional Units Allowed	Total Allowed Units
<i>Note:</i>		<i>2 per Building</i>	<i>Site Area (1,047,487 SQFT) Minus Min Area Req'd per Building</i>	<i>Remaining Site Area Divided by 2,000 SQFT</i>	<i>Base Units Plus Additional Units Allowed</i>
1	7,500 SQFT	2	1,039,987 SQFT	519.99	521.99
2	15,000 SQFT	4	1,032,487 SQFT	516.24	518.24
5	37,500 SQFT	10	1,009,987 SQFT	504.99	506.99
10	75,000 SQFT	20	972,487 SQFT	486.24	488.24
20	150,000 SQFT	40	897,487 SQFT	448.74	450.74

However, in order for these units to be viable they would need to be served by a sanitary sewage disposal system and no such system exists near the subject property at this time. It would also require significant investment into a street network, as the property is only served by a single point of access and any development greater than 30 units requires a second egress.

Sanitary Sewer.

It would seem imprudent to require that a sewer system be created in order to prove viability. Likewise, it would seem imprudent to award the financial value of 521 development rights knowing that, if developing those units onsite, part of the overall return on investment would be related to the cost of installing a sewer system.

There has been some speculation from the planning commission regarding whether the site could actually be served with a sewer system given the proximity to the city's wellheads. County code (Sec 108-18-6) does not permit any part of a sewer facility, including sewer lines, to be located within 150 feet of a wellhead, nor does it allow septic systems and other source contaminants to be located anywhere within a wellhead's Ground Water Source Protection Zone 1. Zone 1 is defined as the area within 100 feet of a wellhead.

Except areas within 150 feet of a wellhead, sewer lines are allowed in a wellhead's Ground Water Source Protection Zone 2, as are "single-family and multiple-family dwellings, commercial, or institutional uses..." (Sec 108-18-5).

Figures 1-3 illustrate the established Ground Water Source Protection Zones for the Ogden City wells. The only potential concern staff can identify regarding whether sewer lines can be established in a manner that does not run through a Zone 1 protection area is in relation to Ogden City's northeastern-most wellhead. This wellhead is near an area where the city's property bottlenecks to a relatively narrow opening, making it unclear whether sufficient distance can be established from the wellhead. This issue may be irrelevant if the sewered parts of the development are kept exclusively to the ten acres north of the bottleneck, leaving the southern 14 acres for development purposes that do not require sewer services, such as parking, landscaping, resort amenities, etc.

Based on the Drinking Water Source Protection ordinance, it appears a sewage treatment facility

Figure 1: Ground Water Source Protection Zones for Ogden City Wells

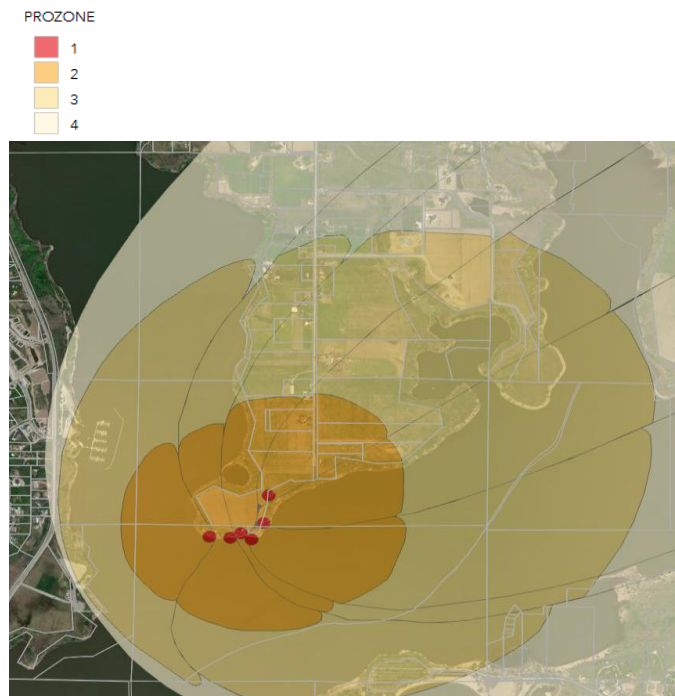


Figure 2: Zoomed Ground Water Source Protection Zones for Ogden City Wells



may be located within a Zone 2 area. A treatment facility is defined as a “potential contamination source,” and a potential contamination source only appears to be explicitly prohibited in a Zone 1. Whether placed on the property or offsite, it would appear a treatment facility could be permitted in the area outside a wellhead’s Zone 1. A septic system, however, is not permissible in Zone 1 or Zone 2.

Access and Egress.

The second biggest challenge with developing the property is access and egress. Currently there is only a single road, 5900 East (Stringtown Road) that provides access to the property. Stringtown Road is a single access road from 1900 North to the property. County code currently only allows up to 30 dwelling units on a single access road. It may be possible to provide a return street back to 1900 North, but it would require the acquisition of a new right-of-way through 10-15 other private properties. Or it would require new legislative action allowing the development despite the single access road.

Figure 3: Ogden City’s Northeastern Wellhead



Size and Scale.

In the CVR-1 zone, the maximum building height is 50 feet. Therefore a building therein could contain up to five stories. To help conceptualize such a scale in relation to the total number of units allowed consider the following generalized examples:

If one large 5-story building is constructed to house the maximum 521 units, and 65-75 percent of the building is devoted to an average 1,000 square foot units, this would require a building footprint of 120,000-160,000 square feet (approx. 2.75-3.67 acres). If that percentage is devoted to 2,500 square foot units it would require a building footprint of 360,000-400,000 square feet (approx. 8.26-9.18 acres).

On the other hand, if 10 smaller five story buildings are constructed to house the maximum 488 units with the same percentage of building area devoted to units, then if averaging 1,000 square-foot units this would require 130,000-150,000 in total building footprint, or an average of 13,000 to 15,000 square feet per building footprint. If the units averaged 2,500 square feet, then this would require 325,000-375,000 square feet in total building footprint, or an average of 32,500-37,500 square feet per building footprint.

Viability.

Considering the above evaluation, the property could conceptually accommodate the maximum density allowed in the CVR-1 zone. It would require significant investments in sewer and street infrastructure first. The scale of the development would be significant considering the surrounding relatively vacant properties, but if it was proposed today, the county would likely be required to approve it.

Feasibility.

When it comes to TDRs, there is some sentiment regarding not enabling transfers of units that are not likely to occur at this time due to marketability. Whether or not a large-scale resort-oriented development on this property is financially feasible in today’s market is yet to be explored. When considering marketability of the property in the context of transferable development rights, it may seem prudent to consider the rate of return that the current market could support for an actual development on the site and compare it to the potential return if all of the units are

transferred from the site. This analysis would help determine whether the financial motivation to transfer significantly exceeds the financial motivate to develop in place.

In order for transfers to work given existing development regulations and market constraints, there must be more financial motivation to transfer units than there are to develop those units in place. However, if the planning commission is concerned about taking units from a property whereon the units may be significantly less feasible to construct, and transferring them to a property whereon the units would be significantly more feasible to construct, this might be viewed as increasing the area's density before the market would otherwise sustain it. This is certainly a risk worth considering. Waiting until the units become more feasible onsite before allowed them to be transferred offsite is a gamble the planning commission should consider carefully.

It should be noted that when developing the FB zone's TDR programs, both the planning commission of the time and the county commission of the time were emphatic that the county's process not consider the value of transfers or their potential market constraints. There was strong direction at the time to enable transfers to occur with limit government intrusion, and let the private market determine feasibility and value. Thus the current ordinances do not take into consideration the risk analysis provided above.

Planning Commission Considerations

The fundamental question for the planning commission to consider for this request is the question of consideration. Is the applicant volunteering sufficient consideration in exchange for their request? If adequate mutual consideration is not attained, then there is not likely a reason for the county to enter into an agreement. If the offered consideration is insufficient, it may be worthwhile to have a discussion with the city to determine what types of consideration, if any, would make the city's request more tenable.

Staff Consideration

So long as the property remains zoned CVR-1, whether development on the property is marketable today versus if the units were transferred elsewhere is not a topic staff recommends considering. This is because over time, as the valley builds out, site and local financial constraints (like the potential expansion of sewer and streets to the area) are likely to diminish, and market forces for development on property is likely to increase. Therefore, unless the development rights assigned to the property are in some other manner eliminated, the likelihood that a development on the subject site becomes feasible will continue to increase in time. Regardless of today's market motivations, if not taking the opportunity to transfer those units at this time from the property, to be assigned to a location better suited for it, the community risks missing the opportunity to do so in the future prior to shifting motivations.

For this consideration, staff has ignored the fact that Ogden City's motivations as a city may not be the same as those of a prospective developer/landowner. While the differences in motivation are clear, a worst-case scenario for this property is if the city allows it to be developed in a manner of their choosing in an effort to recoup their costs of purchasing it. Thus, staff has approached the review as if the city may have the same motivations as other prospective landowners.

Staff will have additional review comments for the proposed development agreement (attached Exhibit A) at a later time. It seems more prudent for the planning commission to address the above outstanding considerations before staff invests time in providing more detailed evaluation of the nuances in the proposed agreement. Should the planning commission desire to forward a positive recommendation to the county commission it may be prudent to do so after a more complete staff and legal review has been conducted.

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 #ZDA2024-02, a request from Ogden City for a public hearing, discussion, and possible recommendation regarding a development agreement

to preserve development rights, and to enable their transfer from land located at approximately 24 acres located in CVR-1 zone at approximately 800 North 5900 East.

I do so with the following findings:

Example findings:

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

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZDA2024-02, a request from Ogden City for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to enable their transfer from land located at approximately 24 acres located in CVR-1 zone at approximately 800 North 5900 East.

I do so 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 negative recommendation to the County Commission for File #ZDA2024-02, a request from Ogden City for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to enable their transfer from land located at approximately 24 acres located in CVR-1 zone at approximately 800 North 5900 East.

I do so with the following findings:

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement

AGREEMENT

THIS AGREEMENT ("Agreement") for registration of transferrable development rights dated this ____ day of _____, 20____ (the "Effective Date") is made between Weber County, a Utah political subdivision, (County), and Ogden City, A Utah municipal corporation ("Applicant"). County and Applicant are referred to collectively herein as the "Parties" and sometimes individually as a "Party."

R E C I T A L S:

A. Applicant is the fee simple owner of certain property located in Weber County, State of Utah, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Sending Property"); and

B. The Sending Property is highly visible from throughout the Ogden Valley and is located in an area valued for its agricultural and open space characteristics.

C. The Sending Property is located in an area zoned as Commercial Valley Resort Recreation Zone (CVR-1) which allows for service facilities and goods normally required by the public in the pursuit of general recreation activities and the construction of dwelling units.

D. Applicant desires to register the allowed dwelling units associated with the sending property for use in existing and future areas where the transfer of development rights is allowed.

E. County and Applicant recognize that a transfer of development rights program requires availability of dwelling units for transfer and that the recognition of the units described in this Agreement will assist in operating such a program now and in the future.

F. Applicant intends to use the sending property for the operation of water wells together with treatment or other facilities associated with the production, storage and delivery of water. Applicant is entering into this Agreement with the understanding that such uses will be protected and that it will be able to restrict public access to the sending property and to use the sending property for agricultural purposes and other uses consistent with this Recital F.

NOW, THEREFORE, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Sending Property.** The sending property, comprised of 24.047 acres and located generally at 989 North 5900 East (Stringtown Road), is more fully described on Exhibit A, attached hereto and incorporated herein by reference.
2. **Sending Property Details.** The sending property:

- a. Is zoned as CVR-1, which allows for a maximum number of residential units based on parcel size.
 - b. Does not contain slopes of 30% or greater;
 - c. Is not subject to an irrevocable transfer of development rights easement reserved for future development;
 - d. Is not designated as a reserved future development area on an approved transferable development right site plan;
 - e. Is not restricted by a conservation easement or similar instrument restricting residential or commercial development;
 - f. Is not owned by the federal government or a state government agency;
 - g. Is located within the Ogden Valley Area;
 - h. Is not a lot of record subject to the payment of fees for operation and/or maintenance of common areas, open space, amenities and/or private facilities;
 - i. Is not a fractional and/or noncontiguous portion of a lot of record or parcel of land that does not meet or fully exceed the minimum area requirement for the CVR-1 zone.
 - j. Is owned by Applicant in fee simple absolute and is not encumbered by any mortgage, trust deed, loan or other security instrument.
3. **Calculation of Density.** The sending property could be developed in the CVR-1 Zone with 521 dwelling units (Transferable Units) , calculated as follows:

Acres: 24.047 / 1,047,487 sq. ft.	Total Square Footage	Number of Transferrable Units
First 2 Dwelling Units (at 7,500 sq. ft.)	7,500	2
Additional Dwelling Units (at 2,000 sq. ft. per unit)	1,038,000	519
Total	1,045,550	521

The Transferable Units are hereby registered for use as part of existing or future transfer of development rights programs and ordinances adopted by County and as further described in this Agreement.

4. **Applicant's Obligations.** By entering into this Agreement, Applicant agrees to limit its right to develop the number of dwelling units which it would otherwise be allowed to construct under the CVR-1 zone as Transferrable Units are transferred.
- a. Applicant will not fractionalize or transfer Transferrable Units except in whole numbers.
 - b. Applicant reserves the right to restrict public access to the sending property, to use the sending property for agricultural purposes and to use the sending property for the operation of water wells together with treatment or other facilities associated with the production, storage and delivery of water.
 - c. Applicant will participate in a transferrable development rights bank, marketplace or other system that may be established by County and required of all other transferrable rights as part of a transfer of development rights program.

- d. Applicant will continue to be responsible for and bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the sending property.
5. **County's Obligations.** The parties understand that County ordinances currently allow for the transfer of density only to the Destination and Recreation Resort Zone (DRR -1). By entering into this Agreement, County agrees that:
- a. Applicant retains the right to restrict public access to the sending property, to use the sending property for agricultural purposes and the ability to use the sending property for the operation of water wells together with treatment or other facilities associated with the production, storage and delivery of water.
 - b. The Transferable Units may be transferred to the DRR-1 zone and any other zone within Ogden Valley that, at the time of a transfer, is designated as a receiving area for transferrable density, subject to any required administrative process to certify and confirm the number of units being transferred and the number of Transferable Units remaining available under this Agreement and the payment of any applicable fee to recognize the transfer.
 - c. Upon transfer, Applicant's Transferrable Units shall be recognized in no less than a 1 to 1 ratio, so that for each Transferrable Unit transferred to a receiving zone, the receiving area development shall be able to construct at least 1 dwelling unit.
 - d. If bonus units are allowed as part of the ordinance or regulations permitting the transfer of development density to a particular receiving area, the Transferable Units shall be eligible to be considered for such bonus if they otherwise meet the requirements associated with such bonus.
 - e. The rights described in this Agreement are vested and the number of Transferable Units will not be altered or diminished by any future rezoning of the sending property, changes to the general plan or land use ordinances applicable to the sending property.
 - f. The Transferrable Units recognized in this Agreement will not be subject to any inferior treatment or additional limitations that are not imposed on other transferrable rights allowed to be transferred to a particular receiving area.
 - g. The Transferrable Units may be transferred over time and to more than one receiving area and will not be limited based on a receiving area accepting development rights from more than one sending site.
 - h. The sales price for Transferrable Units will not be regulated or limited by County.
6. **Easement.** The parties acknowledge that County ordinances may require the use of a conservation or other easement as part of a transfer of development rights program. Any such easement shall include terms that reflect the provisions and intent as described in this Agreement. Recognizing that Transferrable Units will likely be transferred over time, these documents will be applied to the property from south to north so that the southerly portion of the sending property is subject to restrictions before the north portion of the property is subject to such restrictions.
7. **Term.** The Transferrable Units shall be available for use and transfer under this Agreement for a period of one hundred years from the Effective Date. Any Transferrable Units that have not been transferred at that time shall revert to use on the Sending

Property.

8. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.
9. **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or association between the County and Applicant. Each Party hereto is a separate and independent entity acting on its own behalf.
10. **Default.** In the event of default by either Party to this Agreement in any of the terms, provisions, covenants, or agreements to be performed by said Party under this Agreement and said defaulting Party fails to cure such default within sixty (60) days after written demand by the other Party, then the Party providing said notice of default shall thereafter have no further obligations to the defaulting Party hereunder. The defaulting Party shall be liable to the non-defaulting Party for any and all damages, costs and expenses incurred by the non-defaulting Party caused by the defaulting Party. Nothing herein shall limit the remedies in law or in equity available to the non-defaulting Party in the event this Agreement is terminated due to the default of a Party.
11. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the Parties hereto.
12. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
13. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
14. **Counterparts.** This Agreement may be executed in one or more duplicate originals, each of which shall be deemed to be an original.
15. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
16. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

17. **Integration.** This Agreement contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.
18. **No Presumption.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either County or Applicant. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.
19. **Further Acts.** In addition to the acts or documents contemplated to be performed, executed, and delivered by County and Applicant, County and Applicant agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, documents and assurances as may be necessary to consummate the transactions contemplated hereby.
20. **Non-liability of County or Applicant Officials and Employees.** No member, official, or employee of County or Applicant shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Agency, or for any amount which may become due to County or Applicant, or its successor, or on any obligation under the terms of this Agreement.
21. **Authority and Consent.** The Parties represent and warrant that each has the right, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, and that no approvals or consents of any other person, other than the respective Party, are necessary.
22. **Waiver of Jury Trial.** The Parties waive the right to a jury trial in any action related to this Agreement or the relationship between their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed and approved this Agreement on the date set forth opposite their respective signatures below.

COUNTY:

Weber County,
a body politic and political subdivision of the State of Utah

By:

Date: _____

ATTEST:

Approved As to Form:

Office of County Attorney

APPLICANT:

OGDEN CITY, a Utah municipal corporation

By:

Date: _____

Ben Nadolski
Mayor

ATTEST:

City Recorder

Approved As to Form:

Office of City Attorney

Exhibit A

Legal Description of the Sending Property

Parcel 1:

Part of the West 1/2 of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;

Beginning 80 Rods South of the Northeast Corner of the Northwest Quarter of said Section and running;

Thence West 984.37 feet;

Thence South 28°03' East 428.2 feet;

Thence South 285.0 feet;

Thence South 69°04" West 333 feet;

Thence North 67°41' West 433 feet;

Thence South 57°23' West 319.8 feet;

Thence South 24°11' East 581 feet;

Thence East 523.16 feet, more or less, to a point 1630.9 feet East of Southwest Corner of Northwest Quarter of said Section;

Thence South 85 feet;

Thence North 81°14' East 177.1 feet;

Thence North 13°47' East 466.2 feet;

Thence North 240 feet;

Thence North 62°30' East 400 feet;

Thence South 57°30' East 59 feet;

Thence North 83°07' East 321.6 feet;

Thence North 503.9 feet to beginning.

Land Serial No. 20-008-0006

Parcel 2:

Part of the Southwest Quarter of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;

Beginning 1630.9 feet East from the Northwest Corner of said Southwest Quarter,

Thence South 85 feet;

Thence North 81°14' East 177.1 feet;

Thence North 13°47' East to the north line of said quarter section;

Thence West to beginning.

Land Serial No. 20-008-0011

Surveyed Description

Part of the West 1/2 of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;

Beginning at the Southeast Corner of the Remainder Parcel on the Raccasi Subdivision, recorded in the office of the Weber County Recorder on September 7, 2001 as Entry no. 1793982 in Book 54 at Page 55, said point being South 0°25'02" West 1314.36 feet along the quarter section line from the North Quarter Corner of said Section 11, and running;

Thence South 0°25'02" West 494.84 feet along the quarter section line to a point South 0°25'02" West 1809.20 feet from the North Quarter Corner of said Section 11;

Thence South 83°32'02" West 321.60 feet;

Thence North 57°04'58" West 59.00 feet;

Thence South 62°55'02" West 400.00 feet,

Thence South 0°25'02" West 240.00 feet;

Thence South 14°12'02" West 405.13 feet to the quarter section line;

Thence South 14°12'02" West 60.86 feet;

Thence South 81°39'02" West 169.91 feet;

Thence North 0°25'02" East 85.00 feet to the quarter section line to a point being described as being 1630.9 feet East along the quarter section line from the West Quarter Corner of said Section 11;

Thence North 89°34'58" West 523.16 feet along the quarter section line;

Thence North 23°45'58" West 581.00 feet;

Thence North 57°48'02" East 319.80 feet;

Thence South 67°15'58" East 433.00 feet;

Thence North 69°29'02" East 333.00 feet;

Thence North 0°25'02" East 285.00 feet

Thence North 27°37'58" West 428.20 feet to the Southwest Corner of the Remainder Parcel on the aforementioned Raccasi Subdivision;

Thence South 89°34'58" East 984.37 feet along the south line to the Southeast Corner of the aforementioned Raccasi Subdivision, being the point of beginning.



CALL BLUESTAKES
@ 1-800-862-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EVEN UTAH MONUMENT
LOCATED AT THE INTERSECTION OF 1900 NORTH &
5900 EAST, NORTH EAST CORNER OF INTERSECTION.
CAP FALLS 33 FEET NORTH OF THE CENTERLINE OF
1900 NORTH AND 8.6 FEET WEST OF A FENCE CORNER
AND 1 FOOT SOUTH OF FENCE.
ELEVATION = 4933.91

SURVEYOR'S CERTIFICATE

I, Keith R. Russell, do hereby represent that I am a Professional Land Surveyor and that I hold Certificate no. 164386 as provided by the laws of the State of Utah and I have made a survey of the following described property. The purpose of this survey is to evaluate the current legal description and determine where the error that causes the parcel not to "close" occurs and correct the error with a new legal description. In addition, the survey will be an ALTA/ACSM Land Title Survey and show easements of record and existing information on the ground. (fence lines, street improvements, dirt roads, public easements, etc.) that affect the property. I have matched a recorded subdivision known as Raccaisi Subdivision by Landmark Surveying and Engineering, Inc. and signed by Doug L. Graham filed in the office of the Weber County Recorder, (Entry no. 1793982, dated September 7, 2001) for the north line of the property. I have matched the legal descriptions on the west, south and east sides of the property that define the U.S.A. Property known as Pineview Reservoir. I have added language in the "Surveyed Description" that tie to the subdivision plat and to the U.S.A. Property. The current legal description has a call of "South 28°03'00" West 333.00 feet for the fourth call. This is the same bearing numbers as the second call and I surmise that a mistake was made in an earlier deed where these bearing numbers were duplicated by a typing error. There are numerous documents that have the bearing in the fourth call as South 69°04'00" West 333.00 feet. Those documents include; a) the U.S.A. Parcel to the west of the subject property, which is a common line, b) the description of the property in the deed for Application for Assessment on the Farmland Assessment Act of 1969, (Schedule B-2, item no. 11 of the title report, Entry no. 1304539, Book 1725, Page 1119, c) The Descriptions in the Order of Condemnation document, (Schedule B-2, item no. 17 of the title report, Recorded December 27, 1957, Book 567, Page 461 and March 19, 1958, Book 574, Page 282, and d) the current Ownership Map on file in the office of the Weber County Recorder shows the bearing and distance along this line as South 69°04' West 333'. My conclusion is that clearly a typographical error was made on this line in a previous deed that has been perpetuated. In following the boundary lines of the neighboring parcels as described above I have "forced" a closure on the "Surveyed Description" to eliminate any closure error, gaps or overlaps with the neighboring properties. The Basis of Bearing is as stated in the drawing portion of this survey from found Weber County Section Corners at the North Quarter Corner of Section 11 and the North Quarter Corner of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian with a bearing of North 0°35'38" East. This is also the center line of 5900 East Street. For the quarter section line from the North Quarter Corner of Section 11 to the Center of Section 11, (not found) I used South 0°25'02" West, which is being used along the Raccaisi Subdivision referenced above.

To: Fritz Faulhaber and Catherine Faulhaber, as their interests may appear as to Parcel 1 and Catherine Faulhaber, as to Parcel 2.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 4, 8, 11(a) and 13 of Table A thereof. The field work was completed on January 14, 2014.

Date of Plat of Map: January 28, 2014

Keith R. Russell
License no. 164386

Parcel Description
Deed Description

Parcel 1:

Part of the West 1/2 of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;
Beginning 80 Rods South of the Northeast Corner of the Northwest Quarter of said Section and running;
Thence West 984.37 feet;
Thence South 28°03' East 428.2 feet;
Thence South 285.0 feet;
Thence South 28°00'33" West 333 feet;
Thence North 67°41' West 433 feet;
Thence South 57°23' West 319.8 feet;
Thence South 24°11' East 581 feet;
Thence East 523.16 feet, more or less, to a point 1630.9 feet East of Southwest Corner of Northwest Quarter of said Section;
Thence South 85 feet;
Thence North 81°14' East 177.1 feet;
Thence North 13°47' East 466.2 feet;
Thence North 240 feet;
Thence North 62°30' East 400 feet;
Thence South 57°30' East 59 feet;
Thence North 83°07' East 321.6 feet;
Thence North 503.9 feet to beginning.

Parcel 2:

Part of the Southwest Quarter of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;
Beginning 1630.9 feet East from the Northwest Corner of said Southwest Quarter;
Thence South 85 feet;
Thence North 81°14' East 177.1 feet;
Thence North 13°47' East to the north line of said quarter section;
Thence West to beginning.

Surveyed Description

Part of the West 1/2 of Section 11, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;
Beginning at the Southeast Corner of the Remainder Parcel on the Raccaisi Subdivision, recorded in the office of the Weber County Recorder on September 7, 2001 as Entry no. 1793982 in Book 54 at Page 55, said point being South 0°25'02" West 1314.36 feet along the quarter section line from the North Quarter Corner of said Section 11, and running;

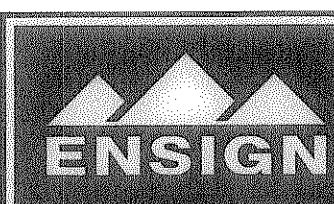
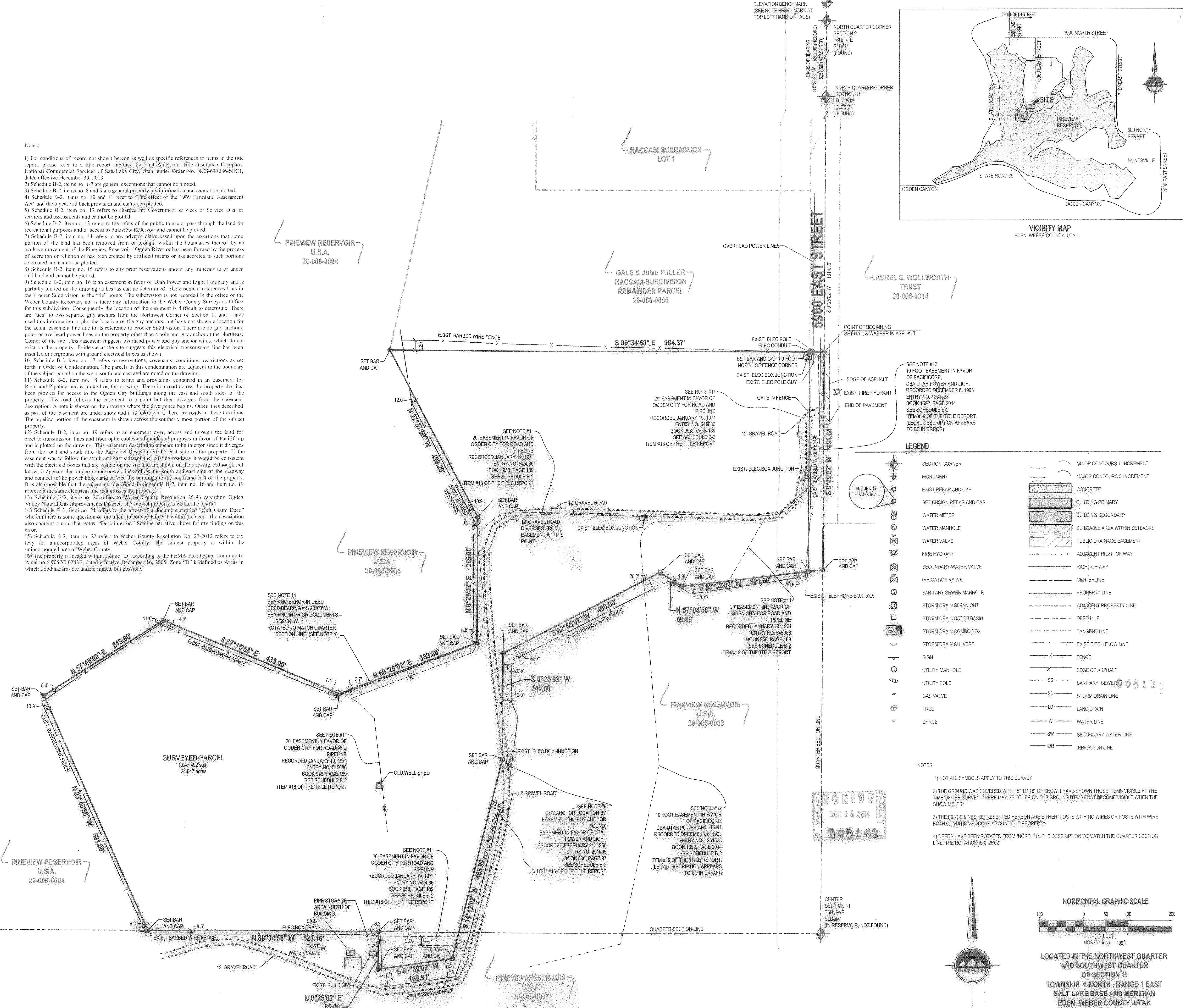
Thence South 0°25'02" West 494.84 feet along the quarter section line to a point South 0°25'02" West 1809.20 feet from the North Quarter Corner of said Section 11;
Thence South 83°32'02" West 321.60 feet;
Thence North 57°04'58" West 59.00 feet;
Thence South 62°55'02" West 400.00 feet;
Thence South 0°25'02" West 240.00 feet;
Thence South 14°12'02" West 405.13 feet to the quarter section line;
Thence South 14°12'02" West 60.86 feet;
Thence South 81°39'02" West 169.91 feet;
Thence North 0°25'02" East 85.00 feet to the quarter section line to a point being described as being 1630.9 feet East along the quarter section line from the West Quarter Corner of said Section 11;

Thence North 89°34'58" West 523.16 feet along the quarter section line;
Thence North 23°45'58" West 581.00 feet;
Thence North 57°48'02" East 319.80 feet;
Thence South 67°15'58" East 433.00 feet;
Thence North 69°29'02" East 333.00 feet;
Thence North 0°25'02" East 285.00 feet;
Thence North 27°37'58" West 428.20 feet to the Southwest Corner of the Remainder Parcel on the aforementioned Raccaisi Subdivision;
Thence South 89°34'58" East 984.37 feet along the south line to the Southeast Corner of the aforementioned Raccaisi Subdivision, being the point of beginning.

Contains 1,047,492 square feet, 24.047 acres.

Notes:

- 1) For conditions of record not shown hereon as well as specific references to items in the title report, please refer to a title report supplied by First American Title Insurance Company National Commercial Services of Salt Lake City, Utah, under Order No. NCS-647086-SLCT, dated effective December 30, 2013.
- 2) Schedule B-2, items no. 1-7 are general exceptions that cannot be plotted.
- 3) Schedule B-2, items no. 8 and 9 are general property tax information and cannot be plotted.
- 4) Schedule B-2, items no. 10 and 11 refer to "The effect of the 1969 Farmland Assessment Act" and the 5 year roll back provision and cannot be plotted.
- 5) Schedule B-2, item no. 12 refers to charges for Government services or Service District services and assessments and cannot be plotted.
- 6) Schedule B-2, item no. 13 refers to the rights of the public to use or pass through the land for recreational purposes and/or access to Pineview Reservoir and cannot be plotted.
- 7) Schedule B-2, item no. 14 refers to any adverse claim based upon the assertions that some portion of the land has been removed from or brought within the boundaries thereof by an avulsive movement of the Pineview Reservoir / Ogden River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portions so created and cannot be plotted.
- 8) Schedule B-2, item no. 15 refers to any prior reservations and/or any minerals in or under said land and cannot be plotted.
- 9) Schedule B-2, item no. 16 is an easement in favor of Utah Power and Light Company and is partially plotted on the drawing as best as can be determined. The easement references Lots in the Froerer Subdivision as the "tie" points. The subdivision is not recorded in the office of the Weber County Recorder, nor is there any information in the Weber County Surveyor's Office for this subdivision. Consequently the location of the easement is difficult to determine. There are "ties" to two separate guy anchors from the Northwest Corner of Section 11 and I have used this information to plot the location of the guy anchors, but have not shown a location for the actual easement line due to its reference to Froerer Subdivision. There are no guy anchors, poles or overhead power lines on the property other than a pole and guy anchor at the Northeast Corner of the site. This easement suggests overhead power and guy anchor wires, which do not exist on the property. Evidence at the site suggests this electrical transmission line has been installed underground with ground electrical boxes as shown.
- 10) Schedule B-2, item no. 17 refers to reservations, covenants, conditions, restrictions as set forth in Order of Condemnation. The parcels in this condemnation are adjacent to the boundary of the subject parcel on the west, south and east and are noted on the drawing.
- 11) Schedule B-2, item no. 18 refers to terms and provisions contained in an Easement for Road and Pipeline and is plotted on the drawing. There is a road across the property that has been plowed for access to the Ogden City buildings along the east and south sides of the property. This road follows the easement to a point but then diverges from the easement description. A note is shown on the drawing where the divergence begins. Other lines described as part of the easement are under snow and it is unknown if there are roads in these locations. The pipeline portion of the easement is shown across the southerly most portion of the subject property.
- 12) Schedule B-2, item no. 19 refers to an easement over, across and through the land for electric transmission lines and fiber optic cables and incidental purposes in favor of PacificCorp and is plotted on the drawing. This easement description appears to be in error since it diverges from the road and south into the Pineview Reservoir on the east side of the property. If the easement was to follow the south and east sides of the existing roadway it would be consistent with the electrical boxes that are visible on the site and are shown on the drawing. Although not known, it appears that underground power lines follow the south and east side of the roadway and connect to the power boxes and service the buildings to the south and east of the property. It is also possible that the easements described in Schedule B-2, item no. 16 and item no. 19 represent the same electrical line that crosses the property.
- 13) Schedule B-2, item no. 20 refers to Weber County Resolution 25-96 regarding Ogden Valley Natural Gas Improvements District. The subject property is within the district.
- 14) Schedule B-2, item no. 21 refers to the effect of a document entitled "Quit Claim Deed" wherein there is some question of the intent to convey Parcel 1 within the deed. The description also contains a note that states, "Desc in error." See the narrative above for my finding on this error.
- 15) Schedule B-2, item no. 22 refers to Weber County Resolution No. 27-2012 refers to tax levy for unincorporated areas of Weber County. The subject property is within the unincorporated area of Weber County.
- 16) The property is located within a "Zone-D" according to the FEMA Flood Map, Community Panel no. 49057C 0243E, dated effective December 16, 2005. Zone "D" is defined as Areas in which flood hazards are undetermined, but possible.



LAYTON
1485 West Hillfield Rd.
Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:

KIRTON & MCCONKIE
80 EAST SOUTH TEMPLE 1800
SALT LAKE CITY, UTAH 84111

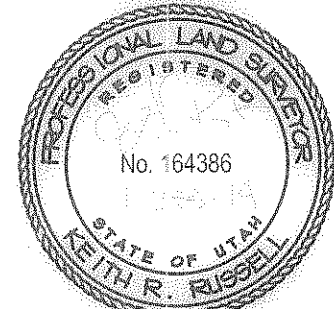
CONTACT:

WALLACE O. FELSTED

PHONE:

FAX:

FAULHABER PROPERTY
900 NORTH 5900 EAST
EDEN, WEBER COUNTY, UTAH



NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

**ALTA/ACSM
LAND TITLE
SURVEY**

PROJECT NUMBER: 12147

DATE: 1/28/14

DRAWN BY: A. SHELLEY

CHECKED BY: K. RUSSELL

PROJECT MANAGER: K. RUSSELL

1 of 1



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

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

Agenda Date: September 23, 2025

Applicant: Eden Crossing LLC

File Number: ZMA2025-04 and ZTA2025-02

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

Property Information

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

Current Zone(s): AV-3 Zone

Proposed Zone(s): FB Zone

Adjacent Land Use

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

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

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

Legislative Decisions

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

Summary

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

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

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

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

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

Some additional administrative cleanup will still be required prior to county commission consideration, but if the planning commission is comfortable with the requested deviations from requirements of the existing agreement and existing form-based zone, then this item is ready for a positive recommendation from the planning commission, with or without recommended changes to the applicant's requested amendments.

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

Policy Analysis

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

The rezone analysis in the previously written staff report for the initial 24 acre Eden Crossing rezone, dated November 14, 2022, should still provide a relevant analysis applicable to this request. That report is attached as Exhibit D.

The proposed development agreement amendment is coming in the form of a new (replacement) agreement for the project. The agreement, as provided in Exhibit A, is substantially in the same format and content as the Bridges, Cobabe, Eagle Crest, and Exchange agreements that the planning commission reviewed earlier this year for the applicant. In it, the applicant is requesting changes to standards and use allowances that are currently applied either through the form-based zone or through the existing agreement. A complete comparison of those changes for the planning commission's deliberation can be reviewed in Exhibit B.

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

Proposed amendment to the street regulating plan.

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

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

Figure 1 illustrates the FB zone's existing street regulating plan. The applicant's proposed street regulating plan can be reviewed in Figure 2. It does not consider potential development occurring on the parcels that are southeast of the project area. However, staff recommends requiring street connectivity to said parcels. This difference can be reviewed when comparing Figure 2 and Figure 3. Requiring the connections are not intended to push development onto the parcels to the southeast, but rather to require this applicant to provide those connections should those owners (and future owners) desire to eventually further develop their land.

Figure 1: Existing Street Regulating Plan

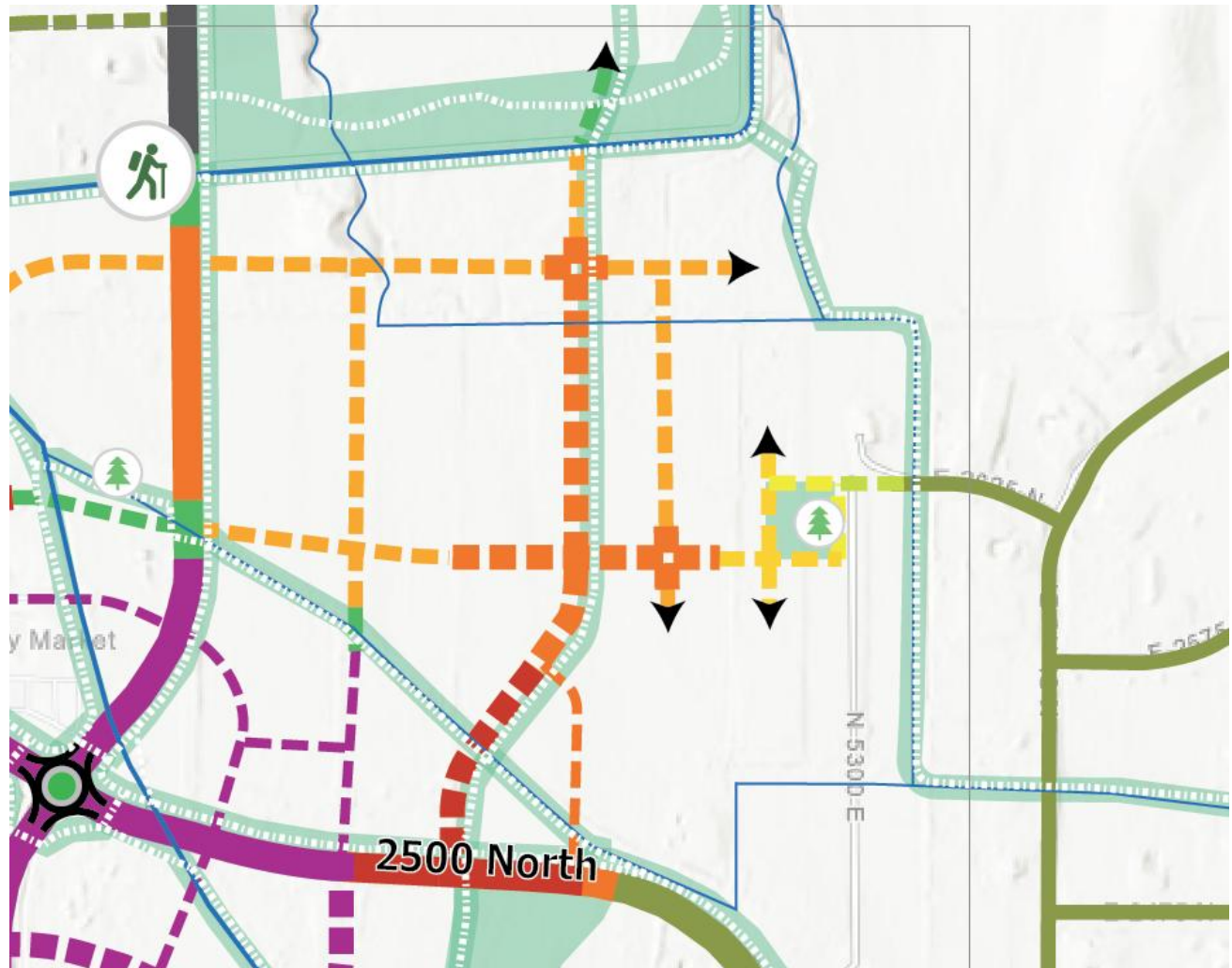
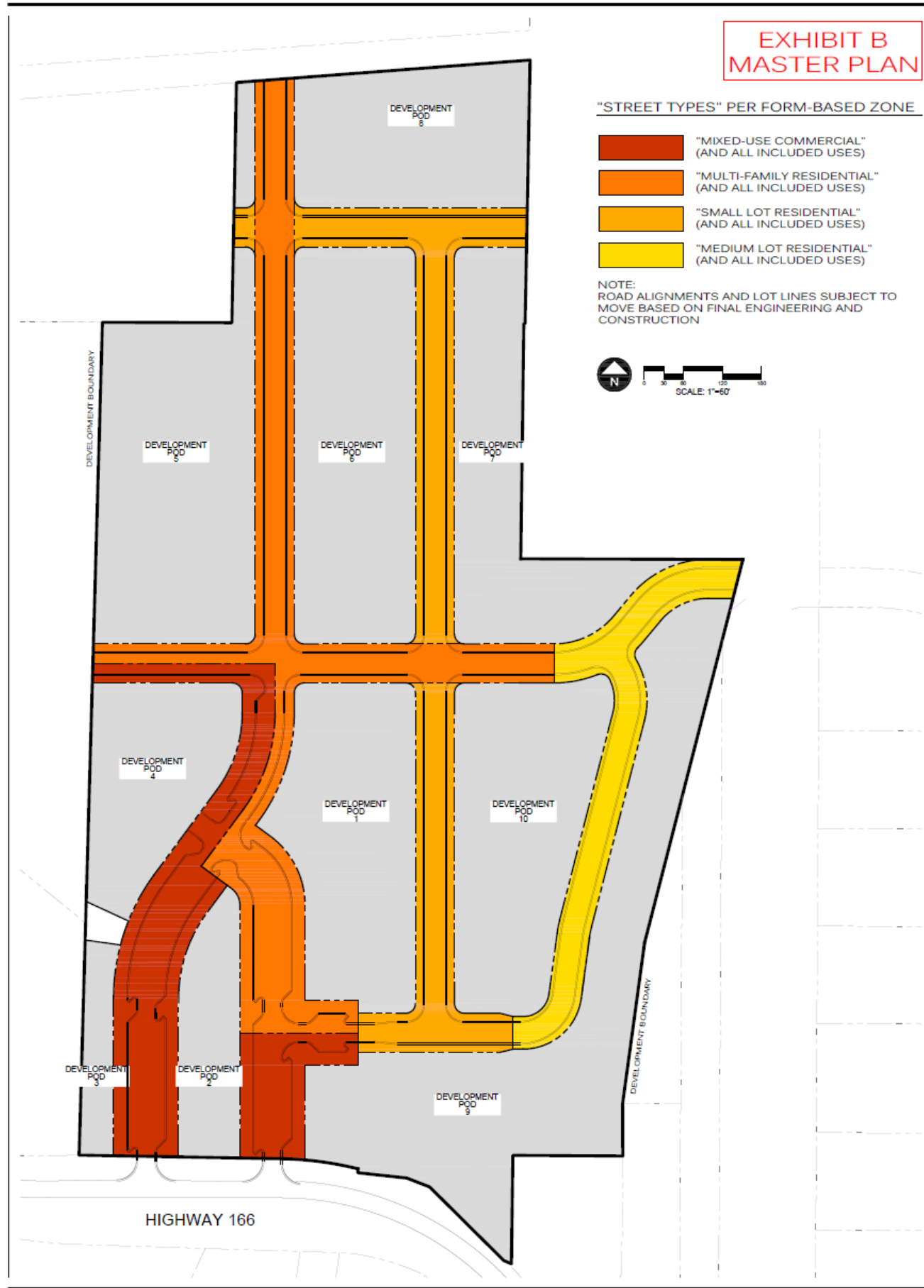


Figure 2: Applicant's Proposed Street Regulating Plan



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

There are some requirements of the FB zone that the applicant is requesting modified or waived that were mindfully and deliberately adopted to help shape the public realm of the village areas. The planning commission should evaluate each carefully (Exhibit B) to determine whether these changes are warranted. If they are, staff anticipates that this contain the same recommendations and findings as initial offered in the 2022 Eden Crossing rezone decision.

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

Motion for positive recommendation *as-is*:

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

I do so with the following findings:

Example findings:

1. *The changes are supported by the General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health and welfare of area residents.*
4. *[_____ add any other desired findings here _____].*

Motion for positive recommendation *with changes*:

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

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend *denial*:

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

Examples findings for denial:

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

Exhibits

- Exhibit A: Proposed Development Agreement
- Exhibit B: Development Agreement Amendment Comparison Table
- Exhibit C: Existing Development Agreement
- Exhibit D: November 14, 2023 Eden Crossing Rezone Staff Report

FINAL REDLINES AFTER MEETING
09/07/25

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EDEN CROSSING

September ____, 2025

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

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

RECITALS

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

the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2025).

N. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on September 23, 2025 pursuant to Utah Code Ann. §§ 17-27a-528(2)(a)(iii) (2025), in making a recommendation to the County Commission.

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

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

Q. The County’s entry into this ARMDA is authorized by the adoption of Ordinance # [REDACTED] on September [REDACTED], 2025.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

1.2. **Definitions.** As used in this ARMDA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this ARMDA. Words not defined herein shall have the same meaning as provided by the County’s Vested Laws. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 14.

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

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Master Development Agreement including all of its Exhibits as amended and restated.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2025).
- 1.2.8. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.
- 1.2.9. **Commission** means the elected County Commission of the County.
- 1.2.10. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.11. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.12. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.13. **County's Vested Laws** means the "Uniform Land Use Code of Weber County, Utah" which is codified as "Part II – Land Use Code" in the "Weber County Code" which is in effect as of the date of this MDA except for "Title 102" of the Uniform Land Use Code of Weber County, Utah which is not included as a part of the County's Vested Laws. The County's Vested Laws are attached as Exhibit "F".
- 1.2.14. **Default** means a material breach of this ARMDA.
- 1.2.15. **Denial/Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.16. **Design Standards** means the general standards for design of lots, Intended Uses and RDUs as specified in Exhibit E.
- 1.2.17. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure,

Private Improvement, Subdivision, Commercial Site, or any of the Intended Uses.

- 1.2.18. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, Design Review, Conditional Use Permit or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.19. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.20. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.21. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 12.
- 1.2.22. **Exceptions from County Standards** means the modifications to or from the County's current engineering and design requirements provided in the Design Standards and the Technical Standards of this Agreement. If there is any conflict between the Design Standards or the Technical Standards and the current County standards, the Design Standards and the Technical Standards shall control.
- 1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2025), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.24. **Home Owner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.25. **Hotel** means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service as well as related ancillary uses including, but not be limited to, conference and meeting rooms, restaurants, reception centers, and recreational facilities.
- 1.2.26. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Zoning as modified in the Design Standards
- 1.2.27. **Master Developer** means the Eden Crossing, LLC, which owns or is under contract to own the Property.

- 1.2.28. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of Three hundred fifty (350) Residential Dwelling Units.
- 1.2.29. **Multi-Family Buildings** means buildings with more than two (2) RDUs in a single structure.
- 1.2.30. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.31. **Open Space** means that definition as found in the County’s Vested Laws as may be modified in the Design Guidelines.
- 1.2.32. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.33. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.34. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.
- 1.2.35. **Parks and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Parks and Open Space Plan, Exhibit “C”.
- 1.2.36. **Parties** means the Master Developer, and the County.
- 1.2.37. **Party** means either the Master Developer, or the County individually.
- 1.2.38. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.39. **Prior Agreements** means any and all prior development agreements with the County or conditional use permits pertaining to the general development layout of the Property, including: a “Development Agreement for Eden Crossing” dated as of December 21, 2023, which is recorded as Entry # 3309479.
- 1.2.40. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.41. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.

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

Commented [BB1]: We are still confirming this number.

1.2.43. **Parks and Open Space Plan** means the overall plan for the timing and improvement for parks and open space as set forth in the Parks and Open Space Plan, Exhibit “C”.

1.2.44. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading, drainage, and backbone utilities.

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

1.2.46. **Street Regulating Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.

1.2.47. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

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

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

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

1.2.51. **Technical Standards** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County’s Vested Laws as specified in Exhibit “D”.

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

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

3. **Development of the Project.**

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

3.2. **Land Uses within the Project, Configuration.** The Street Regulating Plan governs the general location and configuration of the Intended Uses and Parks, Trails and Open Space within the Project. The Street Regulating Plan and the Zoning provide the development requirements of the various aspects of the Project. Requirements not set forth in the Street Regulating Plan are controlled by this ARMDA, including the exhibits thereto.

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

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Internal accessory dwelling units as provided by Utah State law, hotel rooms or suites as long as they do not contain a kitchen with an oven, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. ***Configuration of Maximum RDU's.*** The general configuration of the Maximum RDU's is governed by the Street Regulating Plan. The Street Regulating Plan governs the general location and configuration of the Parks and Open Space, residential, commercial, and other Intended Uses within the Project.

3.4.2. ***Transferable Development Rights.*** The Parties acknowledge that in order to reach the Maximum RDUs allowed under this ARMDA Master Developer may transfer Residential Development Rights, as defined in County Vested Laws, into the Project irrespective of whatever jurisdiction the Project may be under at the time.

3.4.2.1. ***Sending and Receiving Area Established.*** Sending and receiving areas are established pursuant to Section 104-22-11 of County Vested Laws irrespective of any changes of jurisdiction.

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

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

- 3.4.2.3.1. **Initial Residential Development Rights.** The initial number of RDUs allowed on the Property, pursuant to Section 104-22-11(b)(1), was nine (9)
- 3.4.2.3.2. **Previously Transferred Residential Development Rights.** One hundred seventy-four (174) RDUs have been previously transferred to the Property as provided in that document titled “Notice of Transferred Residential Development Rights” recorded in the office of the Weber County Recorder as Entry #3346589.

3.5. **Master Developers’ Discretion.** Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer’s business judgment.

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

3.6. **Required Process.**

- 3.6.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 3.6.2. **Building Permits.** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed to the level required by the County’s Vested Laws the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once there is water necessary for fire protection and any required street is constructed to a level that supports all of the fire authority’s fire apparatuses. Except as provided in the County’s Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as

applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.

- 3.6.3. ***County and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.6.5. ***County Cooperation and Approval.*** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable), and this ARMDA.
- 3.6.6. ***Outsourcing of Processing of Development Applications.***
 - 3.6.6.1. ***County Processing.*** The provisions of Section 3.6.6 and 3.6.14 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
 - 3.6.6.2. ***Timing.*** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
 - 3.6.6.3. ***Election/Cost Estimate.*** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's

estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.

- 3.6.6.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.6.5. Final Payment. Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.6. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.6.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.6.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the

responsibility of Applicant.

- 3.6.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.6.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this ARMDA, the Street Regulating Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain building permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses pursuant to the County's Vested Laws prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.
- 3.6.14. ***Outsourcing of Inspections.***
- 3.6.14.1. **County Processing.** The provisions of Section 3.6.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.14.2. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.

- 3.6.14.3. Election/Cost Estimate. If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.
- 3.6.14.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.14.5. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.14.6. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2025), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the

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

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

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

- 3.9.1. **Ownership** of the portion of the Property subject to the Development Application;
- 3.9.2. **Maximum RDUs** The Maximum RDUs allowed by this ARMDA;
- 3.9.3. **Units Previously Platted Under This ARMDA.** The number of RDUs previously platted pursuant to this MDA and their percentage of the Maximum RDUs;
- 3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted Development Application, and their percentage of the Maximum RDUs;
- 3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development Application, and their percentage of the Maximum RDUs;
- 3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer pursuant to this ARMDA and their percentage of the Maximum RDUs; and
- 3.9.7. **Parks and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space together with all of their respective percentage of totals proposed in the Parks and Open Space Plan; and
- 3.9.8. **Material Effects.** Any material effects of the sale on the Street Regulating Plan.

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

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

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

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

3.12. **Short-Term Rentals** Master Developer may designate up to eight (8) RDUs for short term rentals in the areas illustrated on Exhibit “B”.

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

4. **Zoning and Vested Rights.**

Commented [BB2]: Note to Planning Commission and County Commission:

The prior MDA specified that for certain types of buildings with residential uses that could be built under the prior “Street Regulating Plan” 25 % of those allowed RDUs could be used for Short Term Rentals. That number calculated to be 8 so, to stay consistent in that regard, we put the hard number of 8 here.

This note will be deleted in the adoption version.

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

4.2. **Exceptions.** The restrictions on the applicability of the County’s Future Laws to the Project as specified in Section 1.2.10 are subject to only the following exceptions:

- 4.2.1. **Master Developer Agreement.** County’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** County’s Future Laws which are generally applicable to all properties in the County, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. **Codes.** County’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the County’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2025).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2025)) and the United States, the County’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so

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

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

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

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

7. **Tax Benefits.** The County acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the County or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits, subject to the County's full and sole discretion to refuse to take any action that the Commission determines would be contrary to the best interest of the County and its residents.

8. **Public Infrastructure.**

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

8.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the County's Vested Laws, unless otherwise provided by CLUDMA, security for any Public Infrastructure is required by the County it shall be provided in a form acceptable to the County (which may include security based on

real property) as specified in the County's Vested Laws. Partial releases of any such required security shall be made as work progresses based on CLUDMA and the County's Vested Laws.

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

8.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication, including, but not limited to, public roads, after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

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

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

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

9.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Process.

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

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

10.2. **Contribution for Parks, Trails and Open Space.** On or before the issuance of a certificate of occupancy for a hotel that may be built in the Project or the issuance of the 101st building permit for an RDU or the issuance of a building permit for the 30,001st square feet of a non-residential use whichever may come first, Master Developer shall contribute to the County One Million Dollars

(\$1,000,000.00) to be used in the discretion of the County for the creation of or improvement of parks, trails or open space in the general area of the Project.

11. **Default.**

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

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

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

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

- 11.3.1. **Law and Equity.** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
- 11.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 11.3.3. **Future Approvals.**
 - 11.3.3.1. **Essential Systems.** If the Default involves the construction of essential systems required for the development of the Project the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project until the Default has been cured.
 - 11.3.3.2. **Master Developer Defaults.** If the Default is complained to have been committed by Master Developer but is not of an essential system the County may withhold all further applications, reviews, approvals, licenses, building permits and/or other

Commented [BB3]: Note to Planning Commission and County Commission:

The old MDA, in Section 10.1, provided for a contribution of \$2,000,000 for a roundabout with much of that money being reimbursed back to the Master Developer through impact fees from Crossing itself (at 100% of the fee) and from other benefitted properties (at 50% of the fee). Given the construction of the infrastructure and the fact that this will be in the new city it made sense to just net out the actual \$\$ to the approximate \$1,000,000 that it would have been and to just use that for the County's (maybe the City's???) discretion for neary public benefit improvements.

This note will be deleted in the adoption version.

permits requested by Master Developer for development of those portions of the Project owned by Master Developer until the Default has been cured. The County may not under this subsection withhold any such applications, reviews, approvals, licenses, building permits and/or other permits for any Subdeveloper or assignee.

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

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

11.4. **Public Meeting.** Before any remedy in Section 11.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

11.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County then the County may impose the remedies of Section 11.3 without the requirements of Section 11.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

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

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

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

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

Dispute.

12.2. Mediation of Disputes.

12.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 12.3 shall be mediated.

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

12.3. Arbitration of Disputes.

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

12.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the Parties shall first attempt mediation as specified in Section 12.2.

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

12.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the

Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

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

t

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

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

To County: Weber County
Attn: Commission Chair
2380 Washington Blvd
Ogden, UT 84401

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

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

- 13.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 13.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 13.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

14. **Administrative Modifications.**

- 14.1 **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.
- 14.1.2 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 14.1.3 **Minor Amendment.** Any other modifications deemed to be minor routine and uncontested modifications by the Administrator. An allowable minor modification shall NOT include the Maximum RDUs.
- 14.2 **Application to Administrator.** Applications for Administrative Modifications may only be requested by Master Developer and shall be filed with the Administrator.
- 14.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.
- 14.3.2 **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 15.
- 14.4 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.
15. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.
- 15.1 **Who May Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.
- 15.2 **Modification Application Contents.** Modification Applications shall
- 15.2.2 **Identification of Property.** Identify the property or properties affected by the Modification Application.
- 15.2.3 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 15.2.4 **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 15.2.5 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

- 15.2.6 ***Proposed Text.*** Show the proposed changes to the text of this MDA using a redline format that allows for easy identification of the proposed text.
- 15.3 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 15.4 **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 15.5 **Planning Commission Review of Modification Applications**
- 15.5.2 ***Review.*** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.
- 15.5.3 ***Recommendation.*** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.
- 15.6 **Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Commission shall consider the Modification Application.
- 15.7 **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).
16. **Estoppel Certificate.** If Master Developer or a Subdeveloper is not, in fact, in default then, upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.
17. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.
18. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.
19. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the County, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge

that this ARMDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under County's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the County's.

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

- 20.1 **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.
- 20.2 **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
- 20.3 **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 20.4 **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.
- 20.5 **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 20.6 **County Objection.** The County may withhold its consent only: if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned; there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County; the County may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the County or elsewhere; or, if the provisions of Section 20.9 have not been complied with.

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

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

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

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

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

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

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

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

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

27. **Appointment of Representatives.** To further the commitment of the Parties to cooperate

in the implementation of this ARMDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the County's Planning Division Director. The initial representative for Master Developer shall be John Lewis. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

28. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

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

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

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

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

33. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are expressly modified by this ARMDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – F and this ARMDA, this ARMDA shall prevail. For any conflict between Exhibits B, C and D and each other, the most restrictive for Master Developer shall apply. The Parties acknowledge that the graphic depiction of the Project provided in Exhibits B, C, and D are conceptual. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

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

35. **Enforcement.** A violation of this ARMDA constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal subject to the provisions of Section 11. A violation of the County's Vested Laws constitutes a violation of this ARMDA and the County shall have all enforcement remedies herein at its disposal subject to the provisions of Section 11.

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

Commented [BB4]: Charlie and Courtlan: I think that once the Design Standards are completed we need to double check that this hierarchy clause still works. My guess is that it does NOT. My guess is that many of the Design Standards are specifically designed to be a little looser than the FB Code.

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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Street Regulating Plan
Exhibit "C"	Parks and Open Space Plan
Exhibit "D"	Technical Standards
Exhibit "E"	Design Standards
Exhibit "F"	County's Vested Laws

[signatures on following pages]

COUNTY

WEBER COUNTY

_____, Commission Chair

ATTEST

_____, County Recorder

Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

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

NOTARY PUBLIC

MASTER DEVELOPER

Eden Crossing, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this _____ day of September, 2025, John Lewis personally appeared before me, duly sworn, did say that he is the Manager of **Eden Crossing, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Exhibit "A"
Legal Description of the Property

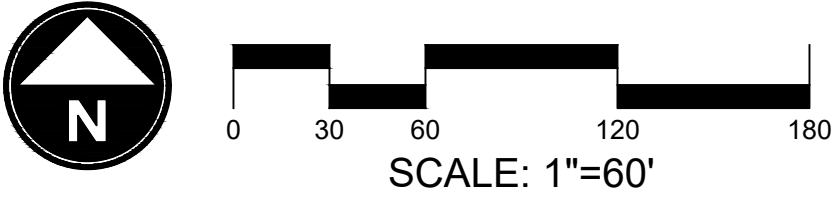
Exhibit “B”
Street Regulating Plan

EXHIBIT B
MASTER PLAN

"STREET TYPES" PER FORM-BASED ZONE

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

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



DEVELOPMENT BOUNDARY

DEVELOPMENT
POD
5

DEVELOPMENT
POD
6

DEVELOPMENT
POD
7

DEVELOPMENT
POD
4

DEVELOPMENT
POD
1

DEVELOPMENT
POD
10

DEVELOPMENT
POD
3

DEVELOPMENT
POD
2

DEVELOPMENT
POD
9

DEVELOPMENT BOUNDARY

HIGHWAY 166

SHEET TITLE:
MASTER
PLAN

SHEET NUMBER:
EX. B

EDEN CROSSING

MASTER PLAN
WEBER COUNTY, UTAH



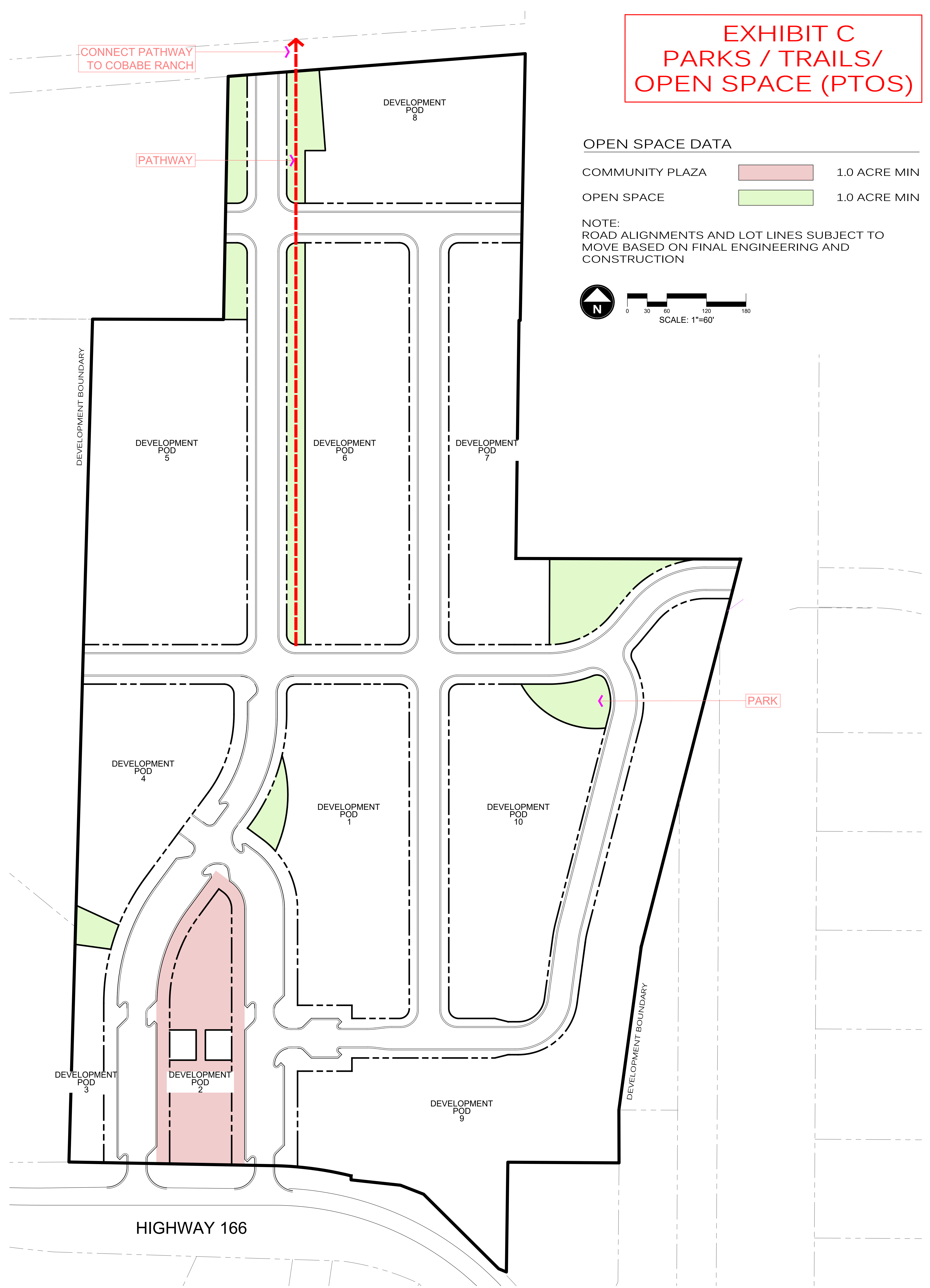
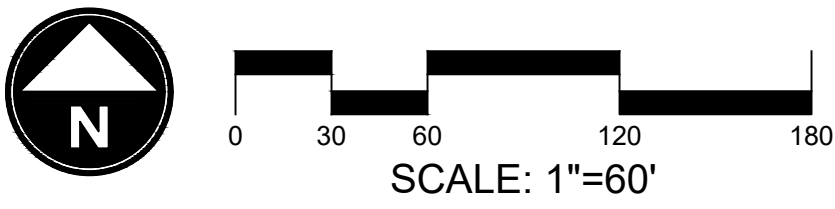
Exhibit “C”
Parks and Open Space Plan

EXHIBIT C
PARKS / TRAILS/
OPEN SPACE (PTOS)

OPEN SPACE DATA

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

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



SHEET TITLE:
PARKS / TRAILS
OPEN SPACE (PTOS)

SHEET NUMBER:
EX. C

EDEN CROSSING

MASTER PLAN
WEBER COUNTY, UTAH



Exhibit “D”
Technical Standards

EXHIBIT D-1
TECHNICAL STANDARDS

STREET CROSS SECTIONS

- 1

100' ROW
- 2

80' ROW
- 3

60' ROW
- 4

50' ROW

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

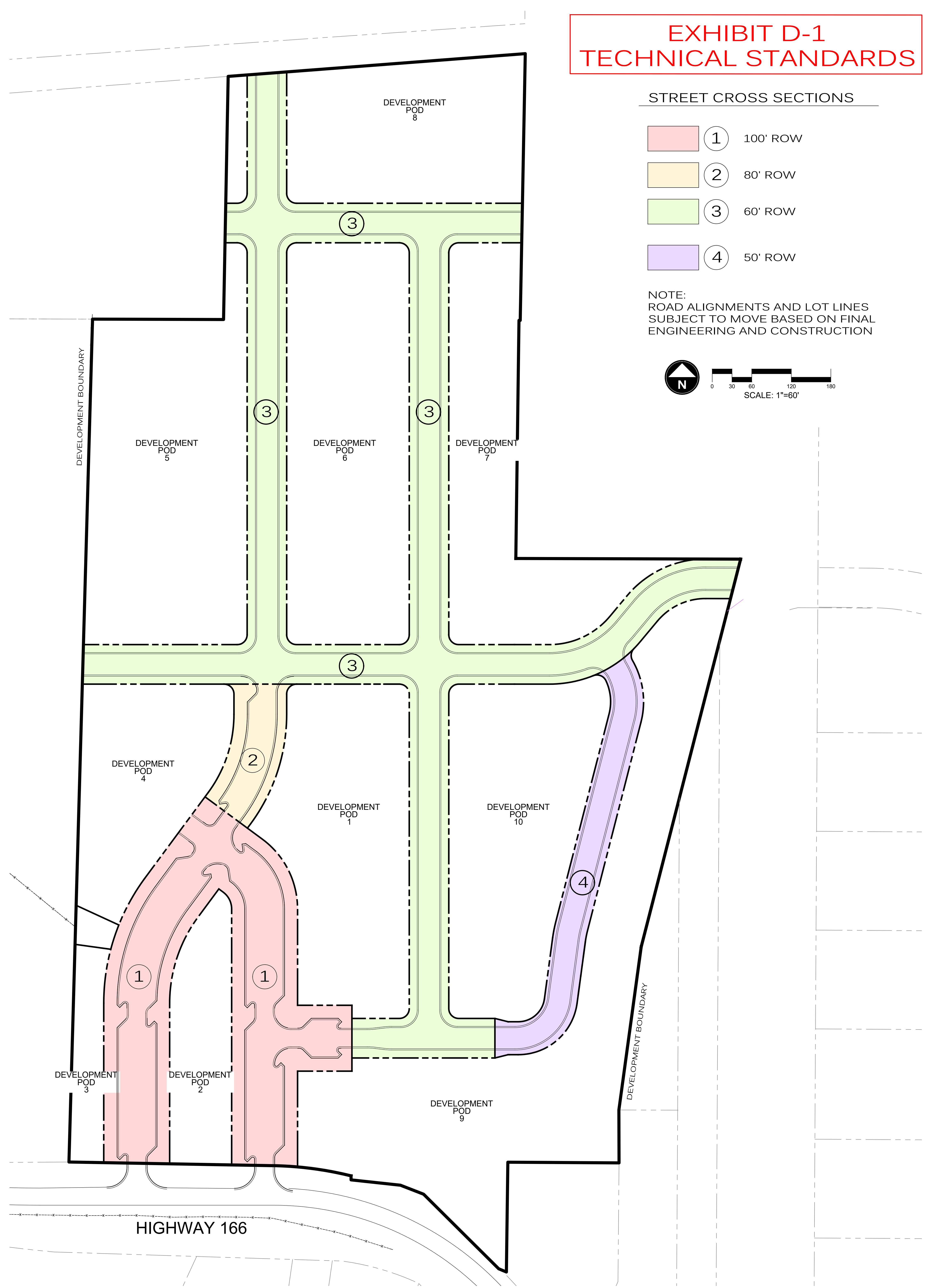
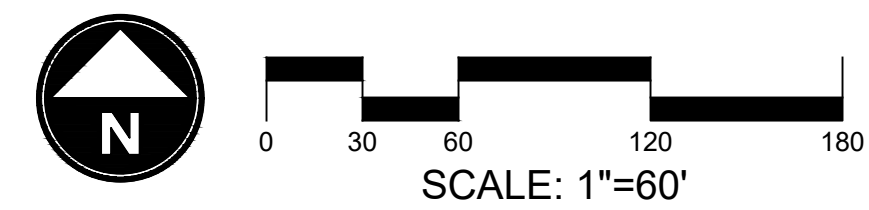
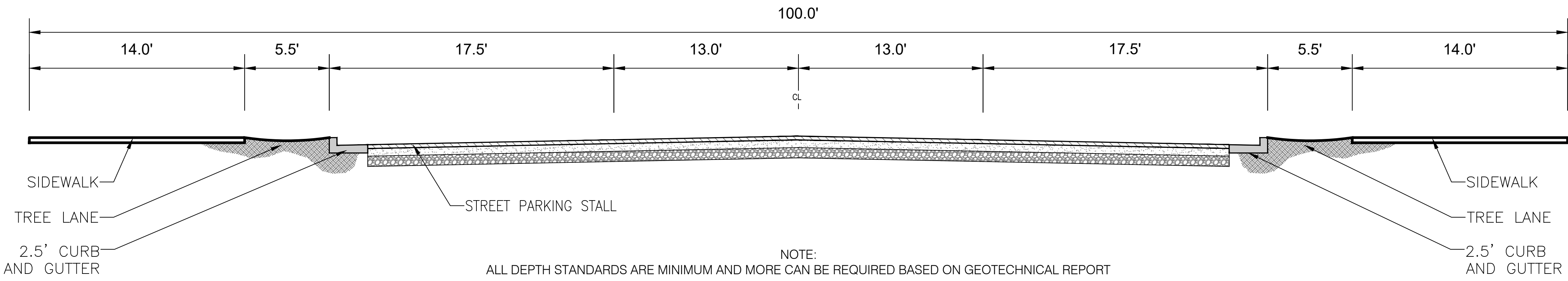
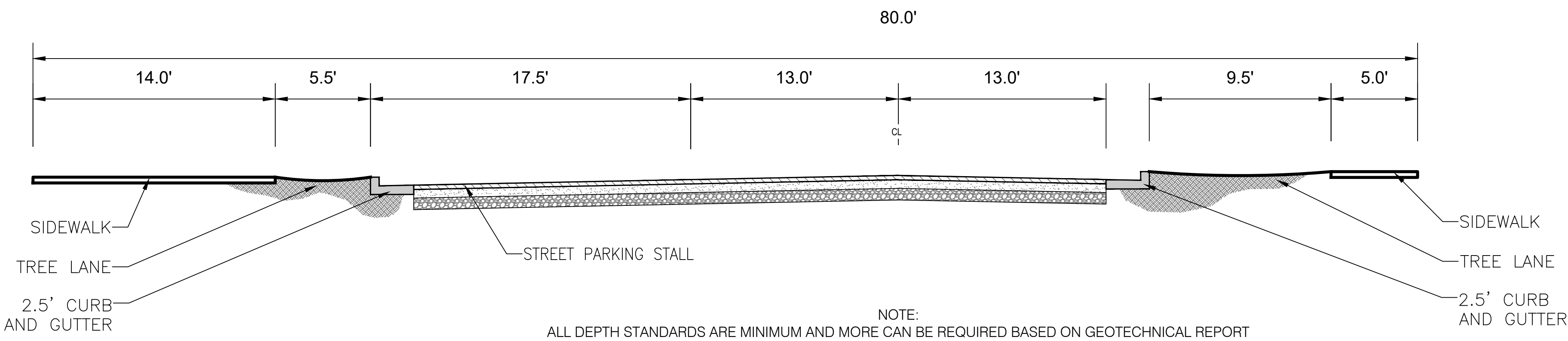


EXHIBIT D-2
TECHNICAL STANDARDS

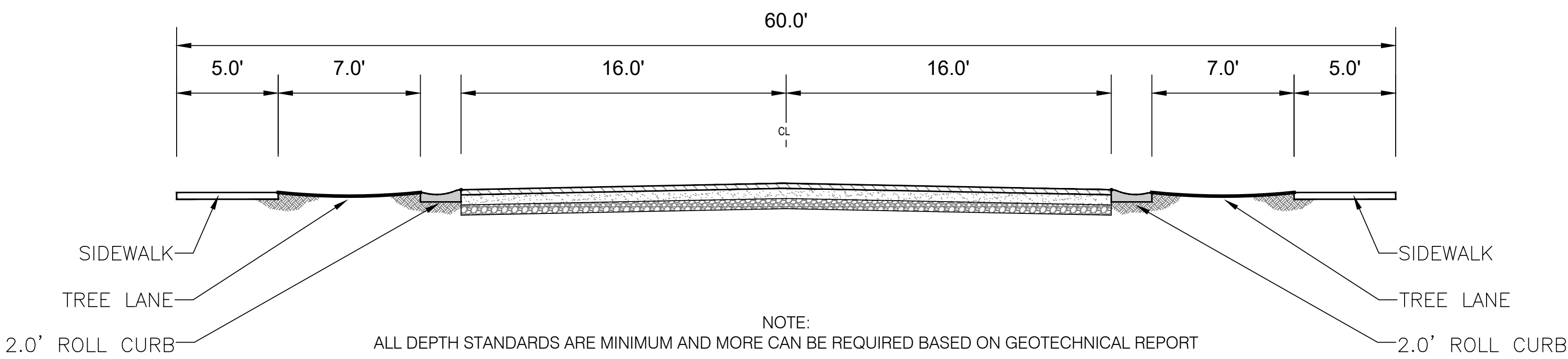
STREET CROSS SECTIONS



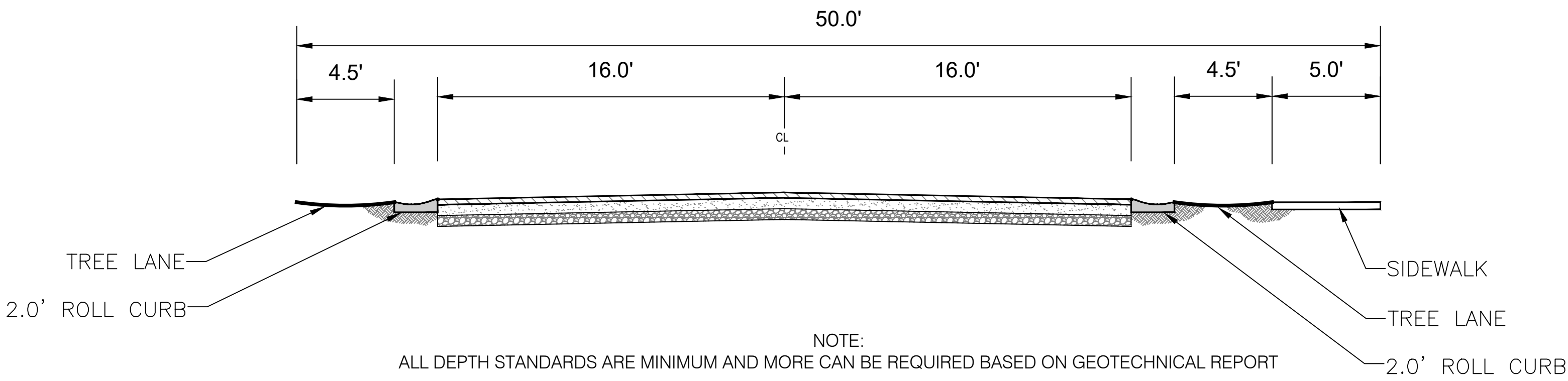
100' ROW - TYPICAL ROADWAY
NOT TO SCALE



80' ROW - TYPICAL ROADWAY
NOT TO SCALE



60' ROW - TYPICAL ROADWAY
NOT TO SCALE



50' ROW - TYPICAL ROADWAY
NOT TO SCALE

ROAD PROFILES

NOT TO SCALE

SHEET TITLE:
TECHNICAL
STANDARDS

SHEET NUMBER:
EX. D-2

EDEN CROSSING

MASTER PLAN
WEBER COUNTY, UTAH



Exhibit “E”
Design Standards

EXHIBIT E
EDEN CROSSING
DESIGN STANDARDS

INTENDED USES TABLE

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. The "Mix Use Commercial (MUC)" section applies to land uses within the area depicted on the Master Plan for Mix Use Commercial, the "Multifamily Residential (MFR)" section applies to the land uses within the area depicted on the Master Plan for Multifamily Residential, the "Small Lot Residential SLR)" section applies to the land uses within the area depicted on the Master Plan for Small Lot Residential, and the "Medium Lot Residential (MLR)" section applies to the land uses within the area depicted on the Master Plan for Medium Lot Residential.

LAND USE TABLE						
Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)
104-22-3.040	Amusement, Entertainment, and Recreational Uses	<i>Amphitheater.</i> An outdoor open-air amphitheater with raising rows of spectator seating used for entertainment and performance.	P	P	N	N
104-22-3.070	Government and Institutional Uses	<i>Public Recreation or Community Center.</i> A recreation or community center owned and operated by a public entity.	P	P	P	P
104-22-3.080	Office Uses	<i>Agency.</i> An agency for real estate, travel, property rental or management, insurance detective, employment or similar based on frequency of visiting clientele.	P	P	N	N
		<i>Bank or financial institution.</i> A bank or other financial	P	P	N	N

		institution.				
		<i>Medical or dental office.</i> A medical or dental office for routine out-patient care.	P	P	N	N
		<i>Office, generally.</i> Office or studio space for office or studio uses not otherwise listed herein, in which goods or merchandise are not commercially created, exchanged or sold, and that operates with typical office equipment in a relatively quiet and nonintrusive manner.	P	P	N	N
104-22-3.100	Sales with Retail Storefront	<i>General retail sales.</i> The sales of large items as qualified in Section 104-22-4.	P	P	N	N
104-22-3.110	Sales Typically without Retail Storefront	<i>Christmas tree sales.</i> The temporary siting of an outdoor Christmas tree sales establishment.	P	P	N	N
104-22-3.140	Utility Uses	<i>Public utility substation.</i>	P	P	N	N
		<i>Wastewater treatment or disposal facilities.</i>	P	P	P	P
		<i>Water treatment or storage facility.</i>	P	P	P	P

SPECIAL REGULATIONS				
Code	Description		Code Language	Special Provisions
104-22-4.010(c)	Special Regulations, Generally	Perpetual building maintenance agreement.	Other than single-family dwellings and their accessory buildings, when a building is set back less than ten feet from a property line, a perpetual building maintenance agreement is required between the building owner and the affected adjacent property owner, which shall allow for construction and maintenance of the side or rear of a commercial building.	Perpetual building maintenance agreement not required.

104-22-4.020(m)	Special Regulations for Specific Uses	Office Uses.	A use listed in the “office uses” table may only be located above or behind first-floor street-level commercial space, reserving the street frontage for first-floor street-level commercial space.	Any office use may occupy first floor street level with no restrictions.
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LOT DEVELOPMENT STANDARDS									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-5(a)	Lot area	No Minimum	No Minimum	No Minimum	No Minimum	3,000 Square Feet	No Minimum	8,000 Square Feet	8,000 Square Feet
104-22-5(b)	Lot Width and frontage	12 Feet	10 Feet	12 Feet	10 Feet	30 Feet	30 Feet	50 Feet	40 Feet
104-22-5(c)	Front lot line and street setback	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	5 Feet	5 Feet	20 Feet	15 Feet
104-22-5(d)	Side lot line setback	No Minimum	No Minimum	No Minimum	No Minimum	5 Feet	May be less than 5 Feet if the total separation between structures equals 10 Feet.	10 Feet	May be less than 5 Feet if the total separation between structures equals 10 Feet.
104-22-5(e)	Rear lot line setback	No Minimum	No Minimum	No Minimum	No Minimum	5 Feet	5 Feet	20 Feet	10 Feet

104-22-5(f)	Lot coverage	No Maximum	No Maximum	No Maximum	No Maximum	80% Maximum	80% Maximum	50% Maximum	70% Maximum
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BUILDING DESIGN STANDARDS BY STREET TYPE									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-6.010(a)	Height	40 feet except 35 feet and no more than two stories for any part of a building within 30 feet of a public street right-of-way.	Minimum 25 Feet, Maximum 50 Feet	40 feet except 35 feet and no more than two stories for any part of a building within 30 feet of a public street right-of-way.	Minimum one story, Maximum 50 Feet		Minimum one story, Maximum 35 Feet		Minimum one story, Maximum 35 Feet
104-22-6.010(b)	Building or use area	Maximum 10,000 Square Feet Footprint	Maximum 20,000 Square Feet Footprint	Maximum 10,000 Square Feet Footprint	Maximum 20,000 Square Feet Footprint	No Maximum	No Maximum building footprint	No Maximum	No Maximum building footprint
104-22-6.010(c)	First floor building standards	30 inches maximum	None, 0 Inches, vertical distance of first floor's surface from streets sidewalk.	5 feet minimum except 30 inches for building area that is used for commercial purposes	Minimum 18 Inches, vertical distance of first floor's surface from streets sidewalk.	Not applicable	Not applicable	Not applicable	Not applicable

104-22-6.010(c)	First floor building standards, height	Minimum 15 Feet	Minimum 11 Feet	10 Feet, Minimum 15 Feet for commercial	10 Feet, Minimum 11 Feet for commercial	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(d)	Transparent fenestration requirement, first floor	Street facing 70%, alley facing 40%	Street facing 30%, alley facing 0%	Street facing 70% for commercial facade, 30% for residential, alley facing 40%	Street facing 30% for commercial facade, 25% for residential, alley facing 0%	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(d)	Transparent fenestration requirement, second floor	Street facing 40%, alley facing 40%	Street facing 0%, alley facing 0%	Street facing 40%, alley facing 40%	Street facing 0% for commercial, 0% for residential, alley facing 0%	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(e)	Entrance requirements	Entrance shall be recessed no less than 5 Feet from the building's facade	Entrance shall be recessed no less than 3 Feet from the building's facade	Entrance shall be recessed no less than 5 Feet from the building's facade	Entrance shall be recessed no less than 3 Feet from the building's facade	Not applicable	Not applicable	Not applicable	Not applicable

STREET TYPES AND STREET DESIGN					
Code	Description	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)
104-22-7.010	General street	See Technical Standards on Exhibit D			

	design and right of way cross sections	
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PARKING AND INTERNAL BLOCK ACCESS									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-9(a)	Parking required	Each application for development shall include a parking plan that demonstrates that sufficient parking will be provided by the on-street parking immediately fronting the lot or an off-street parking lot or garage within 1000 feet of the building. On-street parking not	Sufficient parking will be provided within 3,000' of the building. Includes on street, off street parking lot or garage.	Each application for development shall include a parking plan that demonstrates that sufficient parking will be provided by the on-street parking immediately fronting the lot or an off-street parking lot or garage within 1000 feet of the building. On-street parking not	Sufficient parking will be provided within 3,000' of the building. Includes on street, off street parking lot or garage.	Not applicable	Not applicable	Not applicable	Not applicable

		adjacent to the Lot's street-frontage shall not be counted.		adjacent to the Lot's street-frontage shall not be counted.					
104-22-9(b)	Employee and residential parking	On-street parking shall not be included toward minimum parking needed for employees or for any residential use. Employee parking and the minimum required residential parking shall be located off-street within the same Street-Block as the use.	On street parking shall be included toward minimum parking needed for employees or for any residential use.	On-street parking shall not be included toward minimum parking needed for employees or for any residential use. Employee parking and the minimum required residential parking shall be located off-street within the same Street-Block as the use.	On street parking shall be included toward minimum parking needed for employees or for any residential use.	Not applicable	Not applicable	Not applicable	Not applicable
104-22-9(c)	Parking lot surface	All parking lots shall be hard-surface asphalt or concrete, or other improved surface otherwise	Temporary parking can be constructed with compacted road base. Areas used for parking	All parking lots shall be hard-surface asphalt or concrete, or other improved surface otherwise	Temporary parking can be constructed with compacted road base. Areas used for parking	Not applicable	Not applicable	Not applicable	Not applicable

		approved by the County Engineer and local fire authority.	that are located on a future development site.	approved by the County Engineer and local fire authority.	that are located on a future development site.				
104-22-9(f)	Parking lot trees	A surface parking lot shall have one tree for each four parking spaces, and a five-foot wide landscape planting area that runs the depth of the parking row shall be located at each end of a parking row.	Trees are not required to be installed on temporary parking lots.	A surface parking lot shall have one tree for each four parking spaces, and a five-foot wide landscape planting area that runs the depth of the parking row shall be located at each end of a parking row.	Trees are not required to be installed on temporary parking lots.	Not applicable	Not applicable	Not applicable	Not applicable

APPLICABILITY									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-2(e)(4)	Street Type	Not applicable	Not applicable	A multi-family residential street has street-front buildings that are	Offset by half a story from the plan of the street sidewalk is not required	Not applicable	Not applicable	Not applicable	Not applicable

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

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

- Application Submittal Requirements:
 - Grading and drainage plans, illustrating existing topography and the proposed pre-development rough topography using no greater than two-foot topographic contours.
 - The plan shall show the dirt and mud knock off area and vehicle wash facility, as further described below.
 - Dust mitigation plan.
 - Revegetation plan and financial assurance necessary to execute the revegetation plan.
 - A means of ensuring that Highway 158’s pathway remains open and passable to the minimum standards of the Americans with Disabilities Act throughout the duration of the work.
- Approval Standards
 - No excavation, grading, or extraction shall occur below the development’s intended rough grade.
 - The dust mitigation plan shall be implemented. The dust mitigation shall be in accordance with best practices and, at a minimum, provide for the following:
 - Water truck or other reasonably simple means of ground-surface moistening.
 - Routine watering schedule.
 - A commitment to control airborne dust from the site immediately after gaining knowledge of it.
 - Ground coverings of disturbed areas or other reasonable means of keeping dust from becoming airborne.
 - There shall be a dirt and mud knock off area where vehicles will be exiting the site along with a vehicle wash facility. All vehicles must be sprayed down before entering a public ROW.
 - Applicant or operator shall take all precautions necessary to minimize dirt and mud from being tracked onto the public right-of-way. If dirt or mud is tracked onto the public right-of-way, the applicant or operator shall clean off the roadway immediately after gaining knowledge it. If this requires specialty equipment or vehicles, such as a street sweeper, applicant or operator shall have such equipment or vehicles on standby within three miles of the site to help facilitate immediate cleanup.
 - Noxious weeds shall be removed from the site prior to any significant grading work, and the site shall remain free of noxious weeds throughout the work.
 - Hours of operation shall be limited to 8AM to 6PM, Monday through Saturday.
 - A 6-foot berm shall be placed around the perimeter of the processing site.
 - All reasonable means of noise dampening shall be employed to ensure that sound levels from the work do not exceed 70 decibels when measured from within 100 feet of an adjacent dwelling. Between the hours of 11:00AM and 4:00 PM, decibels may be no more than 75 decibels.
 - Haul trucks leaving the site shall be limited to no more than seven per hour.

- Before any processed material leaves the site, any public rights-of-way to be used for transportation shall be videoed and submitted to the County for storage. All material wear and tear that did not exist at the commencement of the work, as clearly evidenced in the video, and that is not related to other typical traffic from the area, shall be promptly repaired by Master Developer either at the conclusion of the operations, or at any time requested by the County due to excessive damage, and before any financial assurance collected for the work or for the development is released.
- The on-site processing shall be allowed for a period of up to ninety (90) days which shall be automatically extended for another 90 days if Master Developer is not in default of the MDA including these specific requirements.
- At the completion of the work, all areas of disturbed earth that is not a part of the Project's improvements shall be hydroseeded with a native grassy seed mix covered with straw mats in accordance with best practices.

Minimum Standards for Public Utility Substations and Water Storage Reservoirs

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

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

Exhibit “F”
County’s Vested Laws

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

	A	B	C	D	E	F
1						
2		Existing		Proposed		
	Topic	Agreement or Code Provision	Staff Explanation/Commentary	Agreement Provision	Staff Explanation/Commentary	
3						
4		Proposed Changes Related to Administration/Operation/Process:				
5	Term	Until 2038; after Auto renewal every 5 years indefinitely unless jurisdiction interrupts it. Auto renewal interruption must occur more than one year prior to the auto renewal.		Until 2039; Auto renewal every 5 years for up to 15 years. Auto renewal may only be interrupted in the event developer defaults on agreement.		
6	Annexation into district or special assessments	limits developer and future owner's right to inhibit future annexation into a district and future inclusion or imposition of additional services tax.		Silent on this topic.		
7	Fair treatment, taxing entities, and reimbursement from others	Requires jurisdiction to ensure other future developments in the area are equitably burdened in same manner as this development.		Silent on this topic.		
8	Outsourcing services	Gives the jurisdiction control over whether outsourcing will be used.		Gives the county the control if the county is providing the services, but the developer the control if the new city is providing the services.		
9	Construction management	Requires construction storage and staging to be out of sight. Daily dust control. Quiet time between 7 PM and 7 AM.		Silent on this topic.	<i>They are amenable to defaulting noise to whatever noise ordinance future city creates.</i> <i>Storage and staging out of sight from what/where. Everywhere? Might be unreasonable.</i> <i>Daily dust control already governed by SWPPP and not needed here.</i>	
10						
11		Proposed Changes Related to Infrastructure				
12	Developer funded offsite community improvements	Requires developer to provide \$2M for the construction of a roundabout at the HWY 158 and 162/166 intersection	<i>\$1M would be a donation, the second \$1M would be paid back to the developer via impact fees.</i>	Requires developer to donate \$1M to the community for the creation or improvements of parks, trails, or open space in the general area.	All donation	
13	Public plaza	Has specifics governing the creation, placement, operations, and maintenance of a public plaza.		Illustrates a plaza in the exhibits, but does not contain same specificity as that in existing agreement.		
14	Sewer, water, and stormwater infrastructure	If phased, developer required to plan and size infrastructure to serve the entire project (including any needed storage, detention, conveyance, etc), not just a subject phase. Consolidation of water service providers, if possible, required.		No project-wide infrastructure planning required. Minimum infrastructure required on a phase-by-phase basis.		
15	Fire mitigation	Limits building height to 35 feet until fire district acquires a ladder truck.		Silent on this topic.	Topic is already governed by fire code.	
16						
17		Proposed Changes Related to Standards and Layout				
18	Building height	unless other buildings are built in the area to a different standard, building heights are allowed to gradually increase the further the building is from Highway 166. Negated if other development in area is not subject to same rules.	<i>The new building on the corner of 2300 North and 5500 East is a two story building – negating the existing agreement's gradual height increase requirements.</i>	Silent on this topic.		
19	Hotel location	Requires any hotel to be at least 300 feet away from Hwy 166		Silent on this topic.		
20	Landscape maintenance	requires HOA to maintain landscaping within common areas and within all public street rights of way.				

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	A	B	C	D	E
1					
2		Existing		Proposed	
3	Topic	Agreement or Code Provision	Staff Explanation/Commentary	Agreement Provision	Staff Explanation/Commentary
21	Perpetual building maintenance agreement	When building is within 10 feet of a property line, developer must have a maintenance agreement/easement from adjoining property owner.	<i>Protects neighboring property owners when adjacent building is closer to lot line.</i>	Explicitly not required.	
22	Lot area	Lots in small lot residential areas no smaller than 3,000 sqft	<i>Density of uses and buildings in small lot residential areas limited and more predictable.</i>	Minimum lot size for SLR lots reduced from 3,000 feet to no minimum.	<i>Allowing smaller and denser lot clustering in small lot residential areas without increasing overall project density can lead to larger lots in the medium lot residential areas, providing a greater buffer from higher densities for the existing neighbors east of the project.</i>
23	Lot width #1	Lot widths no narrower than 12 feet in mixed use commercial and multi-fam residential.	<i>Explanation: In mixed-use commercial and multi-family residential, enables a type of "flag lot" that allows a building that provides pedestrian-accessible street frontage with a narrow corridor leading to a large lot/building area behind other street-front lots/buildings. (For example: a hotel with a lobby at the end of the corridor, and retail businesses lining both/either side of the corridor. This allows the land under the hotel to be owned separately from the coffee shop and gift shop that opens into the corridor.)</i>	Lot widths no narrower than 10 feet.	
24	Lot width #2	Minimum lot width of 50 feet in medium lot residential areas.	<i>Existing code of 50 feet is a line in the sand. Helps provide consistency and predictability of final community feel.</i>	Reducing medium lot residential lot width from 50 to 40 feet.	<i>Reducing to 40 could make community feel more dense (even though it won't be) but the flexibility can allow more layout opportunities.</i>
25	Front setback	Minimum front setback of 20 feet in medium lot residential areas		Reduce minimum front setback from 20 feet to 15 feet in medium lot residential areas.	
26	Side setback	Min side setback for small lot residential is 5 feet, making minimum building separation of 10 feet; and 10 feet for medium lot residential, making minimum building separation of 20 feet.		Side yard setback for both small lot residential and medium lot residential can be reduced to less than five feet (with no defined minimum) as long as buildings are separated by at least 10 feet. Less limitation.	<i>Explanation: Allowing a building on one lot to have zero setback will force the building on the next lot to be setback the full 10 feet.</i> <i>Example: If two neighboring lots are sold to a buyer, the one that builds first gets the benefit of the flexibility. If a lot in the small lot residential area is the minimum 30 feet width, or in the medium lot residential area is the proposed 40 foot lot width, and buildings have been constructed on both adjoining lots with zero side setbacks, then without any due notice to the owner, the new building is automatically limited to a width of 10 feet and 20 feet respectively.</i>
27	Rear setback	Minimum rear yard setback is 20 feet in medium lot residential areas.		Minimum rear yard setback reduced from 20 feet to 10 feet.	
28	Lot coverage	Lot coverage in medium lot residential areas limited to no more than 50 percent.	<i>Lot coverage limits the amount of area consumed by buildings in a neighborhood.</i>	Allows lot coverage in medium lot residential areas to increase from 50 percent to 70 percent.	<i>Less hard-surface coverage also reduces neighborhood drainage demands. If allowing reduced lot area then it might make sense to allow increased coverage - else the lots will only support residences of a limited size.</i>
29	Building or use area	No greater than 10,000 square feet in mixed-use commercial and multi-family residential.	<i>Restricts the allowance of big-box stores/grocery stores/etc. in mixed-use commercial and multi-family residential. helps avoid stores that occupy large amounts of street frontage in deference to enabling multiple smaller-width stores (more street-activating).</i>	Limit increased from 10,000 square feet to 20,000 square feet in mixed-use commercial and multi-family residential.	<i>May allow for a wider variety of commercial opportunities and services for the community. Instead of limiting square footage, perhaps limit allowable street frontage?</i>

STAFF REPORT EXHIBIT

COMPARING EXISTING EDEN CROSSING DEVELOPMENT AGREEMENT TO PROPOSED NEW AGREEMENT

	A	B	C	D	E
1					
2		Existing		Proposed	
3	Topic	Agreement or Code Provision	Staff Explanation/Commentary	Agreement Provision	Staff Explanation/Commentary
30	First story's vertical distance from plane of street	No greater than 30 inches in mixed-use commercial areas or for commercial uses in multi-family residential areas, and no less than 5 feet for Multi Fam uses in multi-family residential areas.	<p><i>Opportunities:</i></p> <ul style="list-style-type: none"> • For commercial uses, it is important to ensure the street-level floor is as close to being at the street level as possible. This helps ensure direct access from the street to buildings with zero setback. Allowing it to be up to 30 inches is intended to accommodate sufficient building widths when located on a sloped street – with the max of 30 inches resulting in each building stepping down with the fall of the street. • For multifamily uses, the minimum offset provides increased sense of privacy for private realm and visual consistency for public realm and results in buildings being setback a little to accommodate front porches, stoops, ramps, etc. <p><i>Challenges: An offset first floor affects how many stories can fit under the maximum height limit. A ½ story offset might make more sense when the maximum height of a building is a variable based on maximum number of stories allowed rather than maximum height in feet.</i></p>	For mixed-use commercial areas, the minimum reduced from 30 inches to zero inches - meaning first floor has to be at the same level of the street's sidewalk. For multi-family residential, reduces minimum distance from 5 feet to 18 inches.	<p><i>The reduction from up to 30" to 0" for a commercial building/use is prudent considering the relative flatness of the site.</i></p> <p><i>The reduction from 5' to 18" may make the purpose of the offset ineffective, but may result in more stories in a building without adding to building height.</i></p>
31	First floor window and door openings	70 percent of the story's street-facing façade for mixed-use commercial and commercial uses in multi-family residential areas and 30 percent for residential facades; 40 percent for a façade facing a side street or an alley.	<i>Ensures street-facing commercial storefronts have enough façade openings to allow for a wider variety of potential future uses/opportunities in deference to creating more street activity and opportunities. It also reduces flat wall massing and blank walls that do not stimulate street-user interaction.</i>	Reduces requirement for street facing commercial façade from 70 percent to 30 percent. Reduces residential facing facades from 30 percent to 25 percent. Reduces alley facing commercial and residential façade to 0 percent.	<i>The aesthetic and street activation benefits/protections of the Form-Based zone regulations become less effective. Didn't they suggest they may do design details such as murals and focal points along blank walls?</i>
32	2nd+ floor window and door openings	Facades of all stories above the first in mixed-use commercial and multi-family residential areas is 40 percent.		Eliminates any minimum required façade openings for above first story.	
33	Street entrances	In mixed-use commercial and multi-family residential areas, minimum recess of door from façade of building (when not already setback from sidewalk) is 5 feet.	<i>Entrances to buildings from sidewalks recessed enough to help limit interruptions to sidewalk traffic by giving enough off-sidewalk space for the door swing and the customer opening the door.</i>	Entrance recess requirement reduced from 5 feet to 3 feet.	<i>Recess only accommodates a 3-foot door swing. Wider doors will swing into sidewalk traffic. No space for patrons to step off-sidewalk to prepare to enter store/building.</i>
34	Street cross sections	Minimum width of 120 feet for mixed-use commercial and multi-family residential streets.	<p><i>Opportunities: Accommodates large tree-line pedestrian boulevards with plenty of space of street-activating outdoor attractions and a street-separated bike lane.</i></p> <p><i>Challenges: Wider streets = greater long-term operations and maintenance costs.</i></p>	Reduce minimum width from 120 feet to 100 feet for mixed-use commercial streets, and 80 and 60 feet for multi-family residential streets.	<p><i>Opportunities: A narrower right of way being shared with bikes will induce traffic calming. Less hard-surface width to operate and maintain.</i></p> <p><i>Challenges: Reducing from 120 to 100 for mixed-use commercial areas eliminates grade-separated bike lane (puts bikes on either the sidewalk or in the street and shortens angled parking depth by 18 inches.</i></p> <p><i>Observation: Ogden's 25th street is a 100 foot right-of-way.</i></p>
35	General Parking	Sufficient parking (amount dictated by existing parking code) within 1,000 feet of the building. Street parking area cannot be counted toward a building's minimum parking except those spaces directly on the building's street front.		Parking distance allowed to increase from 1,000 feet to 3,000 feet.	<p><i>Enables optimal use of land area per market demand by allowing more uses within closer proximity instead of spreading it out to accommodate redundant parking.</i></p> <p><i>If it does not result in larger consolidated shared parking lots or structures that are easier to track, it will be harder to track which spaces are counted toward the min required for which building. Might result in counting existing spaces toward multiple buildings. May motivate parking to overflow into closer residential areas.</i></p>

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1					
2		Existing		Proposed	
3	Topic	Agreement or Code Provision	Staff Explanation/Commentary	Agreement Provision	Staff Explanation/Commentary
36	Employee Parking	On street parking cannot count toward minimum required for employees and residents.	<i>Ensures that longer-term parking areas are created for each building/use. Frees up building frontage spaces for closer parking for shorter-term revolving visitors and patrons.</i>	Allows on street parking to count toward minimum required for employees and residents.	<i>Unless governed otherwise by each shop owner equally, employee and resident parking will likely occupy the building's street parking, requiring patrons and visitors to park a greater distance away, which could motivate parking overflowing into closer neighboring residential areas and/or demotivate patron visits. If allowing distance to parking to be even greater than 1,000 feet the issue will be exasperated.</i>
37	Parking lot surfaces	All parking lots to be hard-surfaced.		Permanent parking areas to be hard-surfaced, but areas intended for future development can be used in the interim for road-based parking lots.	<i>Opportunities: Road-base offers better stormwater percolation. Allowance may stimulate closer parking areas in the interim.</i> <i>Challenges: Creates airborne dust and results in dirt tracking onto the public streets. Messy. Hard-surface is easier to drain and better captures potential contaminants from entering groundwater.</i>
38					
39	Proposed Changes Related to Uses				
40	Short-term rentals	Limits to no more than a percentage of certain buildings.		Limits entire project to no more than eight units.	
41	Timeshares	Prohibited		Silent on this topic.	
42	Amphitheater	Allows the use by conditional use permit along the VOC and G&I street types -- street types that are better suited for large and crowded single-uses facilities -- which are not in this project. The use is not allowed long the street types in this project.	<i>Opportunities: Helps avoid uses that occupy large amounts of street frontage or require significant parking areas in deference to enabling multiple smaller-width stores (meaning it helps keep the street active with a variety of business options).</i> <i>Challenges: Limits flexibility and market readiness.</i>	A permitted use along mixed-use commercial and multi-family residential areas.	
43	Public recreation center	Allows the use as a conditional use permit along mixed-use commercial and multi-family residential areas, but nowhere on the first floor of multi-fam, and only behind street-facing commercial on first floor of mixed use commercial. Not permitted in small or medium lot residential.	<i>Opportunities: Helps avoid uses that occupy large amounts of street frontage in deference to enabling multiple smaller-width stores (meaning it helps keep the street active with a variety of business options). Help avoid large community uses from being placed in residential areas.</i> <i>Challenges: Limits flexibility and market readiness.</i>	Permits the use anywhere in the project.	
44	Agencies, banks, medical offices, and general offices	Not permitted anywhere on first floor of multi-family residential areas and only behind or above more active uses in the mixed-use commercial areas.	<i>Opportunities: These are passive street-fronting uses. Not allowing them to occupy first-floor street frontage is in deference to enabling uses there that are more street-activating.</i> <i>Challenges: Limits flexibility and market readiness.</i>	Permitted use in mixed-use commercial and multi-family residential areas anywhere on first floor.	
45	Retail sales of large items (large = item that will not fit in a typical passenger vehicle)	Retail sales of large items (large = item that will not fit in a typical passenger vehicle) is a conditional use in mixed-use commercial and not permitted in multi-family residential.	<i>Opportunities: Helps avoid or better manage stores that require large loading and unloading areas for customers, and helps avoid stores that occupy large amounts of street frontage in deference to enabling multiple smaller-width stores (more street-activating).</i> <i>Challenges: Limits flexibility and market readiness.</i>	Permitted use in mixed-use commercial and multi-family residential areas.	
46	Temporary Christmas tree sales lot	A conditional use in mixed-use commercial and not permitted in multi-family residential areas.		A permitted use in mixed-use commercial and multi-family residential areas.	

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When Recorded Return to:
Weber County
2830 Washington Blvd
Ogden, UT 84401

E# 3309479 PG 1 OF 27

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



W3309479

DEVELOPMENT AGREEMENT FOR EDEN CROSSING (FORM-BASED ZONE)

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

RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** As used in this Agreement, the Capitalized words shall have the meanings assigned in Appendix A hereto unless otherwise assigned herein.
2. **Effect of this Agreement.** This Agreement shall take effect as soon as all of the following have occurred: (1) the County has adopted an ordinance approving the rezone to which this Agreement is dependent, (2) the Parties have signed this Agreement, and (3) this Agreement has been recorded against the Property at the Weber County Recorder's Office. If these three actions have not occurred within two years following the Effective Date, this Agreement shall be voidable by either Party.
3. **Development of the Project and Application of Development Requirements.** Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Exhibits. In the event of a conflict between the County's Laws and this Agreement, the more specific provisions of the Agreement and its Exhibits shall control. In the event of a conflict between the Exhibits of this Agreement and the main body of this Agreement, the main body shall control.
4. **Zoning and Vested Rights.**
 - 4.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the Form-Based (FB) Zone and the Intended Uses, Development Standards and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity.
 - 4.2. **Exceptions to Vested Rights.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
 - 4.2.1. Future laws that Master Developer agrees in writing to the application thereof to the Project;
 - 4.2.2. Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project;

- 4.2.3. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 4.2.4. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
 - 4.2.5. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
 - 4.2.6. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 4.3. **Transfer of Development Rights.** The Parties agree that the base residential density of the Property is 6 Residential Development Rights. Residential Development Rights shall be governed as follows:
- 4.3.1. Master Developer currently owns 180 Residential Development Rights obtained from the Legacy Mountain Estates and the Osprey Ranch subdivision projects that Master Developer may assign to and construct upon the Property as part of the Project in compliance with this Agreement and applicable laws.
 - 4.3.1.1. In order to realize each of these Residential Development Rights, Master Developer shall cause documents to be recorded against all property within the bounds of those subdivisions that provides notice that no additional lots may be platted within each subdivision. County agrees to use the base density calculation of the entire legal description of the subdivisions as long as Developer has them successfully encumbered in a manner acceptable to the County. The recordation shall be in a form acceptable to the County and written in a manner that gives the County the authority to enforce the restriction.
 - 4.3.2. County agrees to allow Master Developer to transfer 350 Residential Development Rights to the Project. Additional transfer of Residential Development Rights to the Project is subject to County approval.
 - 4.3.3. Master Developer has the right to acquire additional Residential Development Rights and assign and construct them to and on the Property, provided their

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

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

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

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

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

4.6. Term of Agreement.

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

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

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

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

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

5. Annexation or Incorporation.

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

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

6. Public Finance.

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

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

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

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

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

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

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

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

7. Participation and Reimbursement.

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

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

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

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

8. Approval Processes.

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

8.6. Denial of a Development Application.

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

9. Improvements.

- 9.1. **Approval of Project Infrastructure.** Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.
 - 9.2. **Review by County.** The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance with applicable County Laws and this Agreement.
 - 9.3. **Resolution of Disputes.** If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws and this Agreement, then any such dispute shall be subject to the meet and confer provisions herein.
10. **Project Infrastructure.** Project Infrastructure includes but is not limited to the following items. Unless otherwise specified, Project Infrastructure shall be executed or installed within the timeline specified within each item:

10.1. Roundabout.

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

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

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

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

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

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

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

10.2. Public Plaza.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1. Short-Term Rentals of Property.

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

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

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

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

11.3. Building Heights.

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

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

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

13. Default.

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

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

13.2.1. Specify the claimed event of Default;

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

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

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

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

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

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

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

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

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

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

To the Master Developer:

To the County:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous Provisions.

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

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

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

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

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

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

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

17.4.3. Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section 17.4. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

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

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

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

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

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

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

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

17.5. Binding Effect.

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

SIGNATURES

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

Gage Z
By: Gage Froerer
Board of County Commissioners

Date: 12/19/2023

Attest:

Ricky Hatch
Ricky Hatch, CPA, Clerk/ Auditor



Eden Crossing, LLC
a Utah Limited Liability Company

John Lewis
By: John Lewis
Its: Managing Member

Date: 12/21/23

STATE OF UTAH

COUNTY OF WEBER

On the 21st day of December 2023, personally appeared before me John Lewis, who being duly sworn, did say that he is the Managing Member of Eden Crossing LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

June Nelson
NOTARY PUBLIC



Appendix A – Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Default means a material breach of this Agreement.

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

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

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

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

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

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

Modification Request means a request to amend this Agreement.

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

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

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

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

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

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

Planning Commission means the Ogden Valley Planning Commission.

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

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

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

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

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

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

Subdivision Application means the application to create a Subdivision.

Exhibit A: Legal Description of the Property

Parcel #: 220210150

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

Parcel #: 224060002

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

Exhibit C: Conceptual Plaza Design

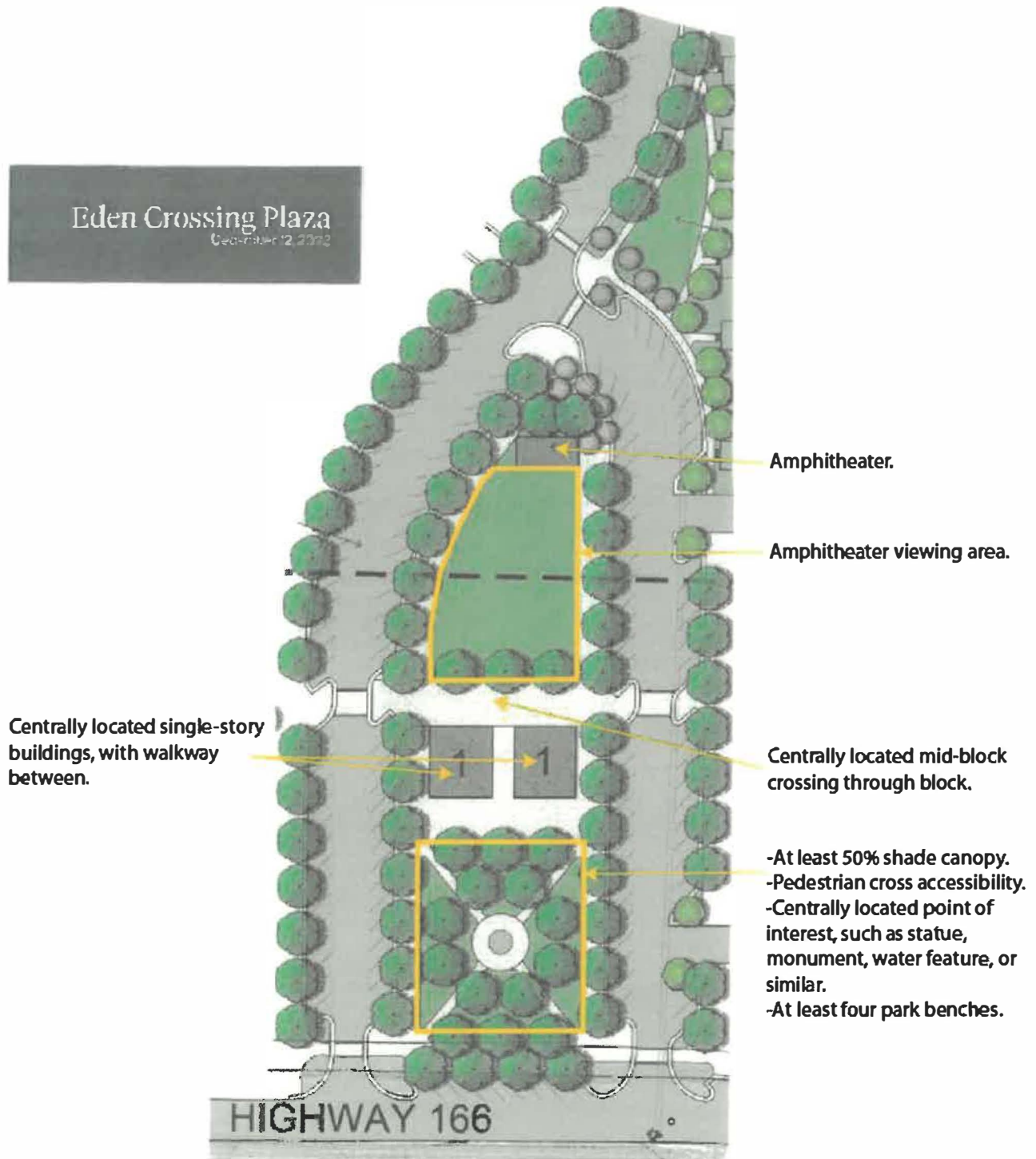
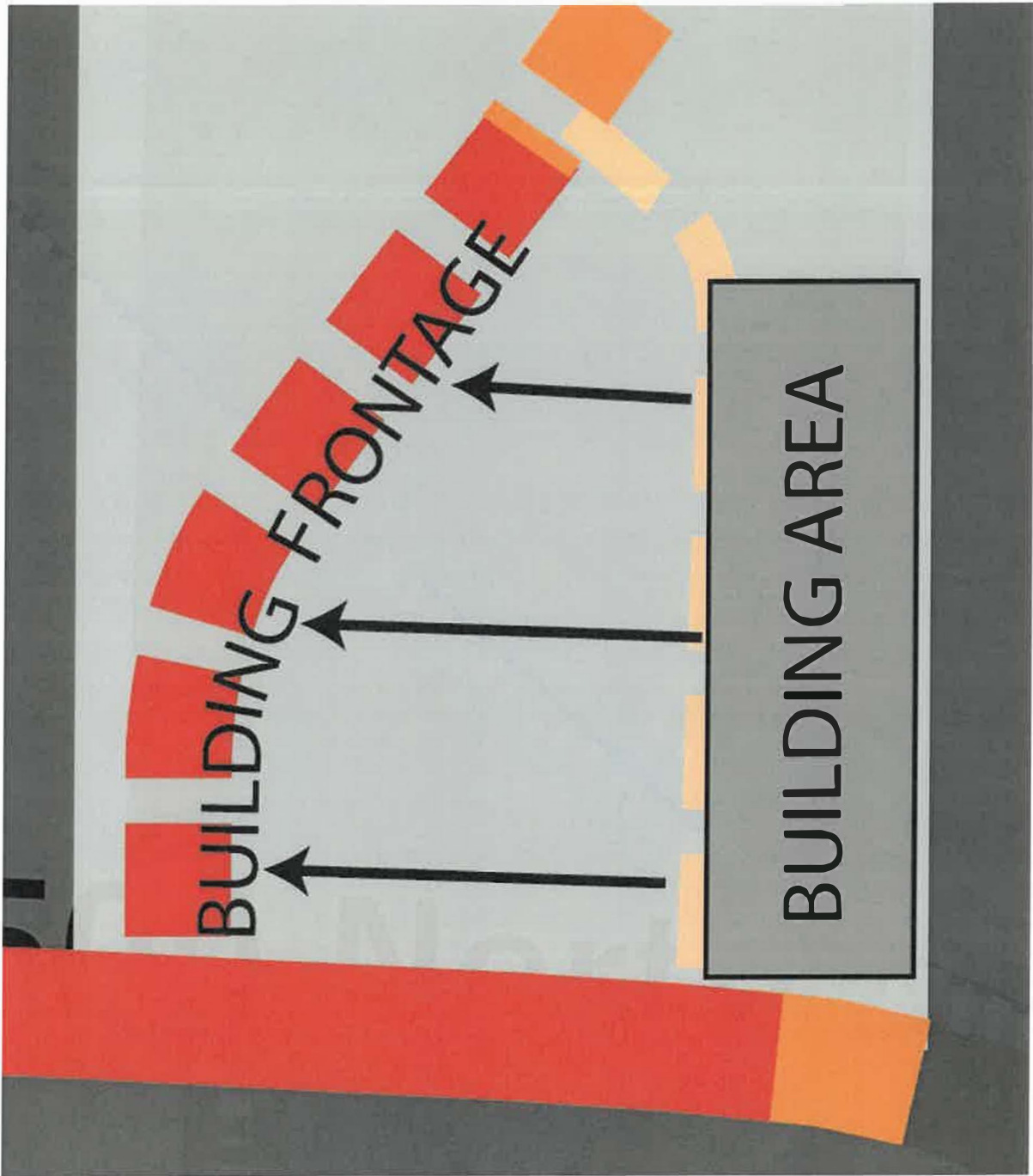


Exhibit D: Street-Frontage for Certain Development Area.





Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

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

Agenda Date: Tuesday, November 14, 2022

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

File Number: ZMA 2021-03

Property Information

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

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

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

Adjacent Land Use

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

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

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

Legislative Decisions

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

Summary and Background

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

Request for final decision – 45 days.

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

¹ UCA 17-27a-509.5

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

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

Policy Analysis

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

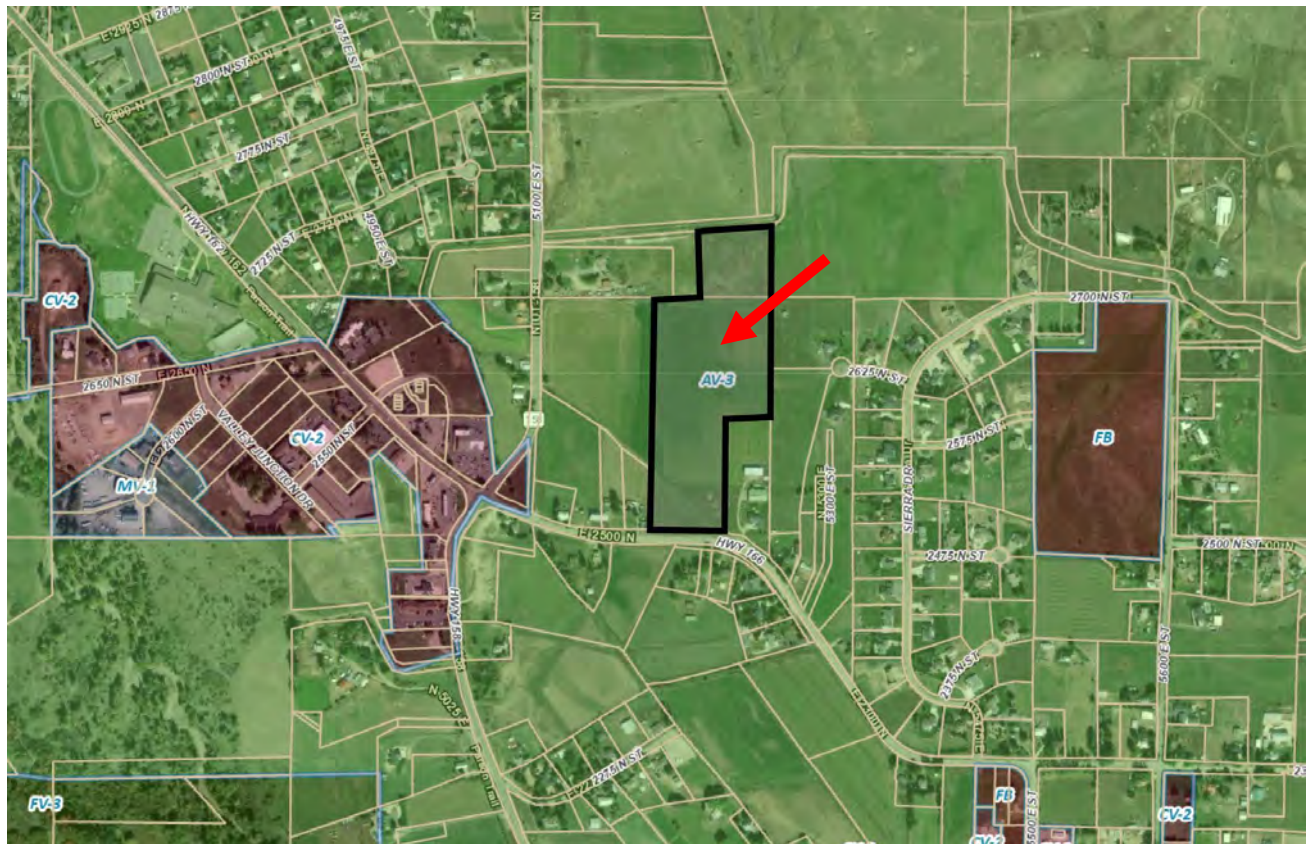
Zoning Analysis

The current zone of the subject property is AV-3. **Figure 1**² displays current zoning of the area of the subject property.

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

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

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



² See also [Exhibit B](#).

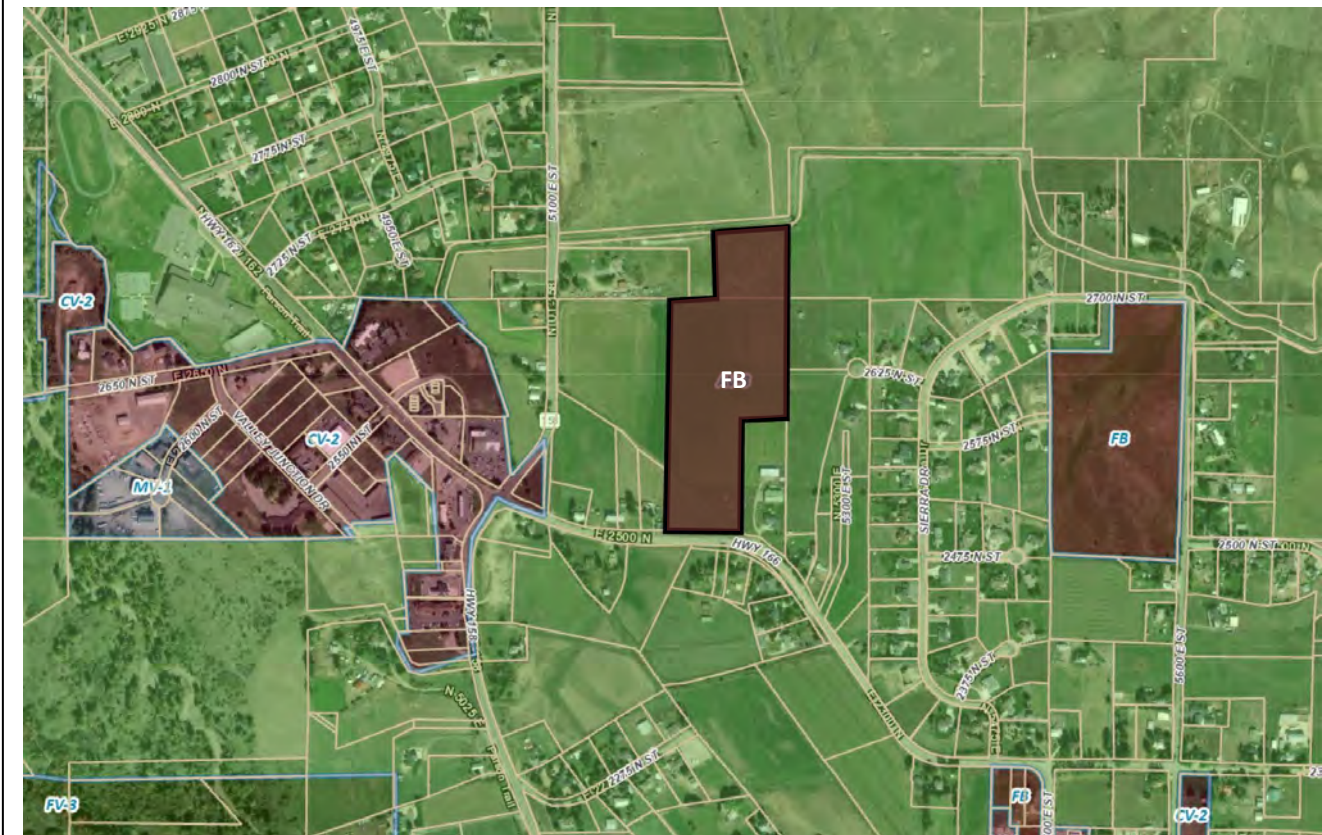
³ Weber County Code Section 104-2-1.

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

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

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

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



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

⁴ Weber County Code Section 104-22-1.

⁵ See also Exhibit C.

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

Figure 3: Current Eden Area Street Regulating Plan



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

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

Vehicle-oriented commercial street.

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

Rural residential street.

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

Estate lot residential street.

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

⁶ See also Exhibit F.

General open space street.

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

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



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

Mixed-use commercial street.

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

Multi-family residential street.

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

Small-lot residential street.

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

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

- a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*
- b. *Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.*
- c. *The extent to which the proposed amendment may adversely affect adjacent property.*
- d. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
- e. *Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. *Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

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

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

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

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

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

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

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

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

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

The Problem.

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

⁷ Ogden Valley General Plan (p. 4)

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

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

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

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

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

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

Figure 5: Ogden Valley Floor Area.



⁸ Ogden Valley General Plan (p. 12)

Figure 6: Existing Buildings.

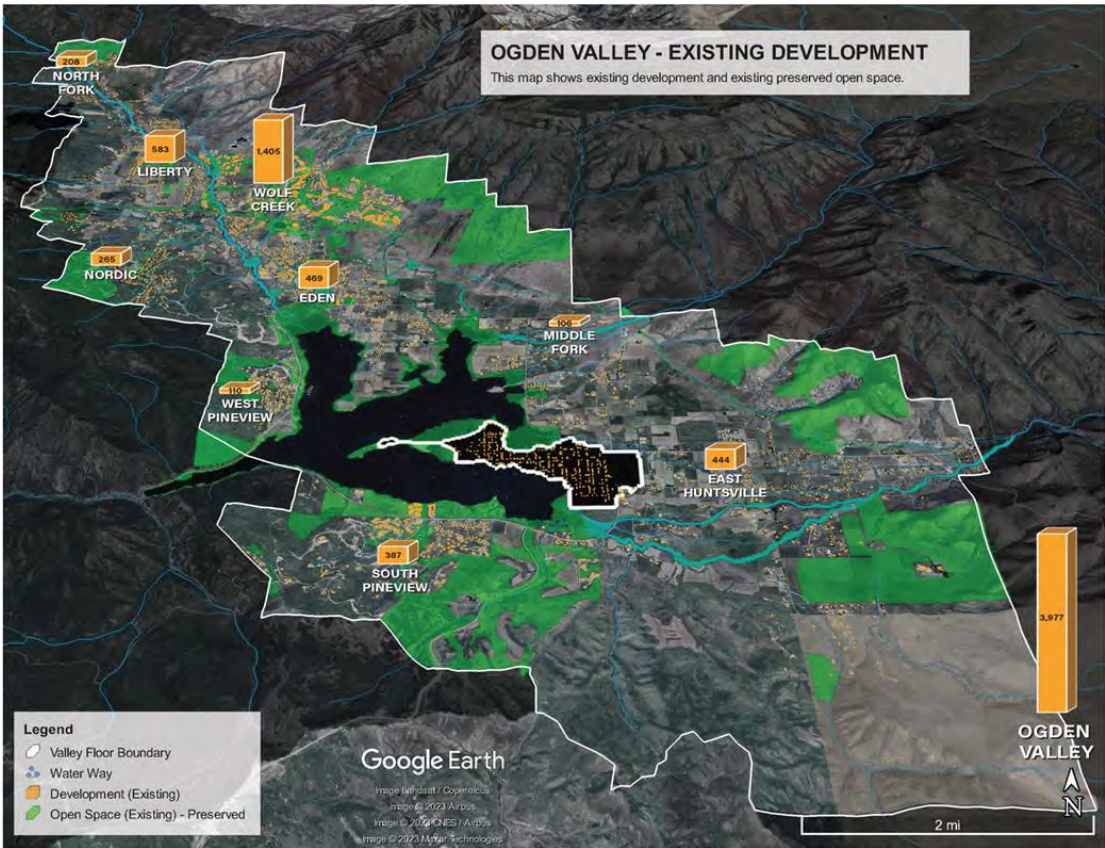


Figure 7: Approved Dwelling Units Not Yet Constructed.

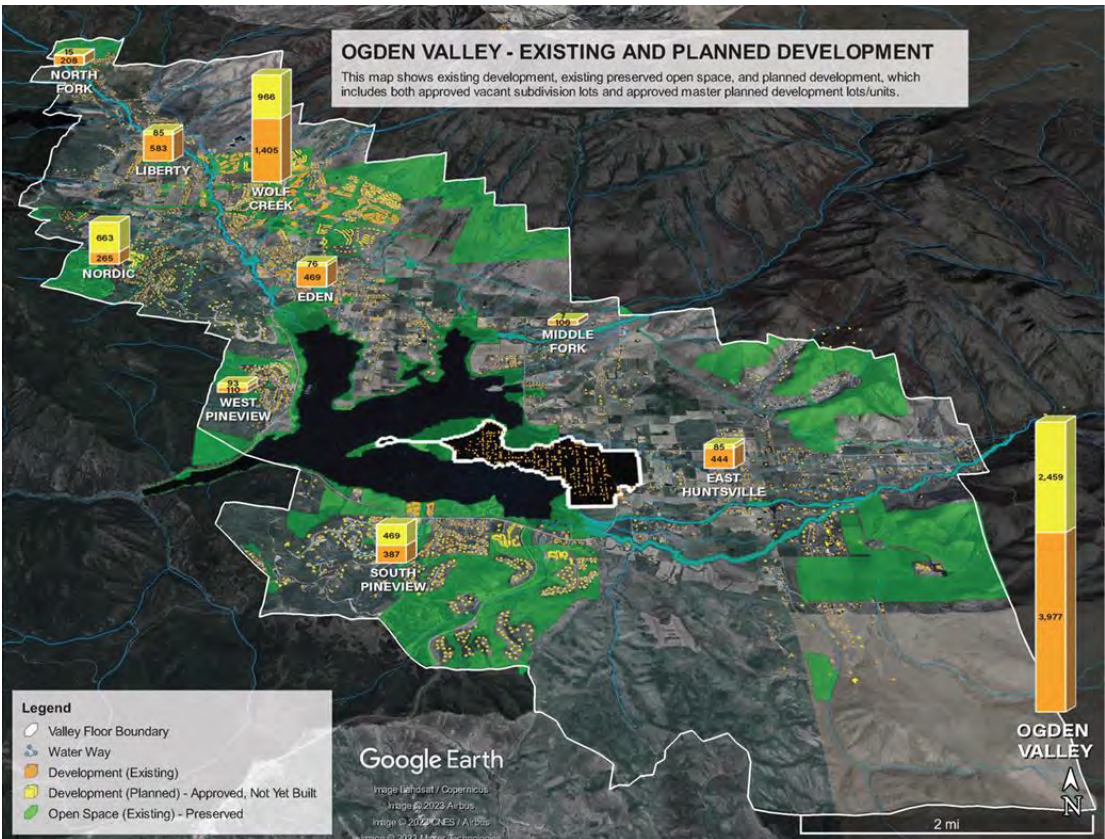
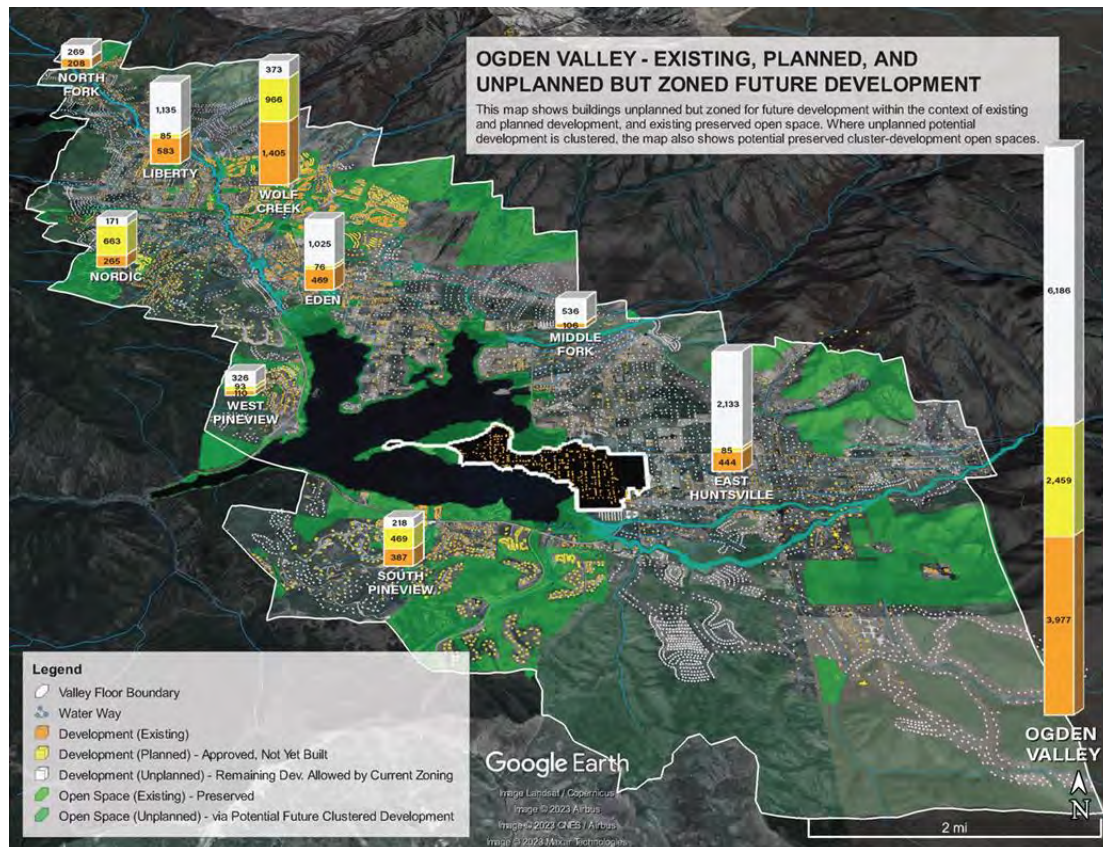


Figure 8: Remaining Dwelling Units Allowed by Current Zoning.



The General Plan's Solution.

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

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

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

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

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

Figure 9: Transect Development



Additional Detailed General Plan Analysis.

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

Pros:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

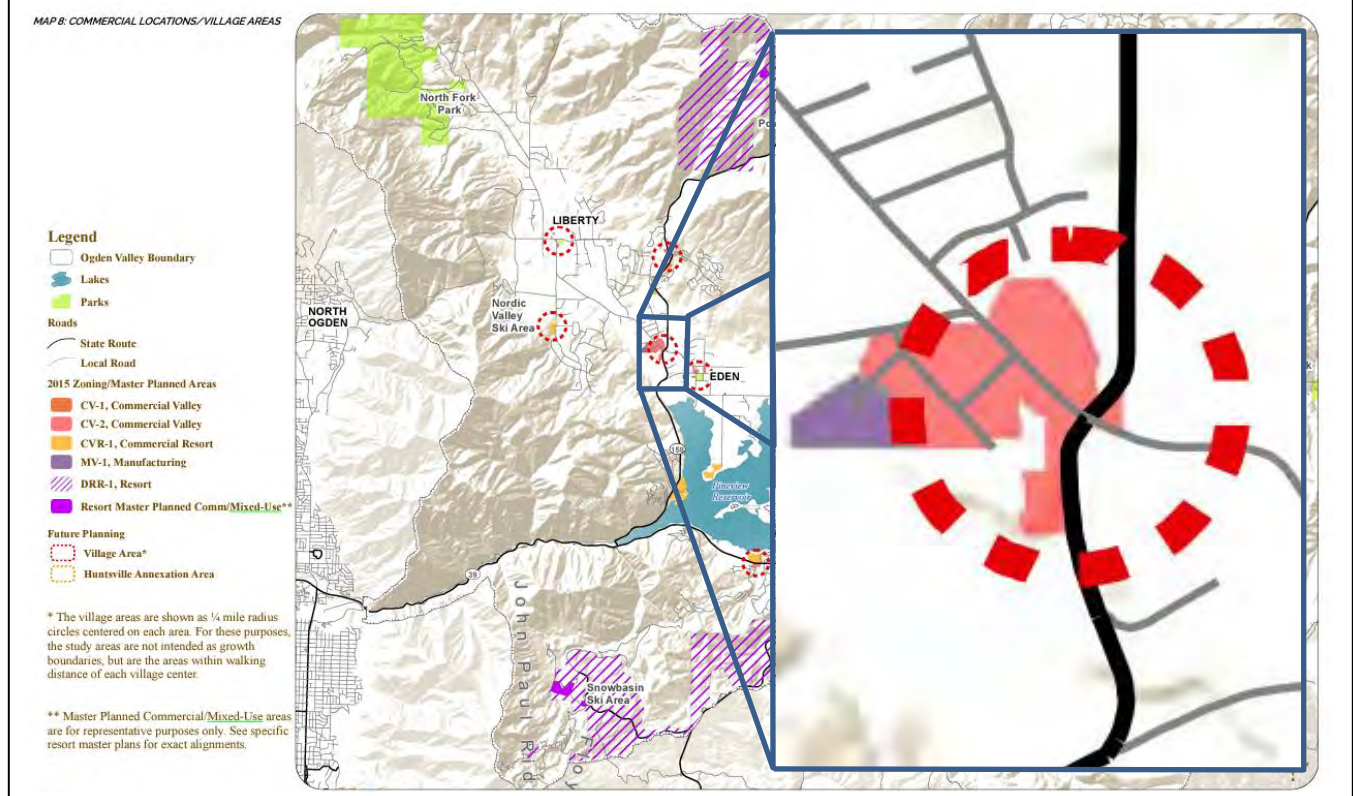
The applicant's proposal will provide a variety of housing options and sizes for current and future residents. The FB zone's existing workforce housing requirement will help provide for various levels of affordability as well.

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

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

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

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



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

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

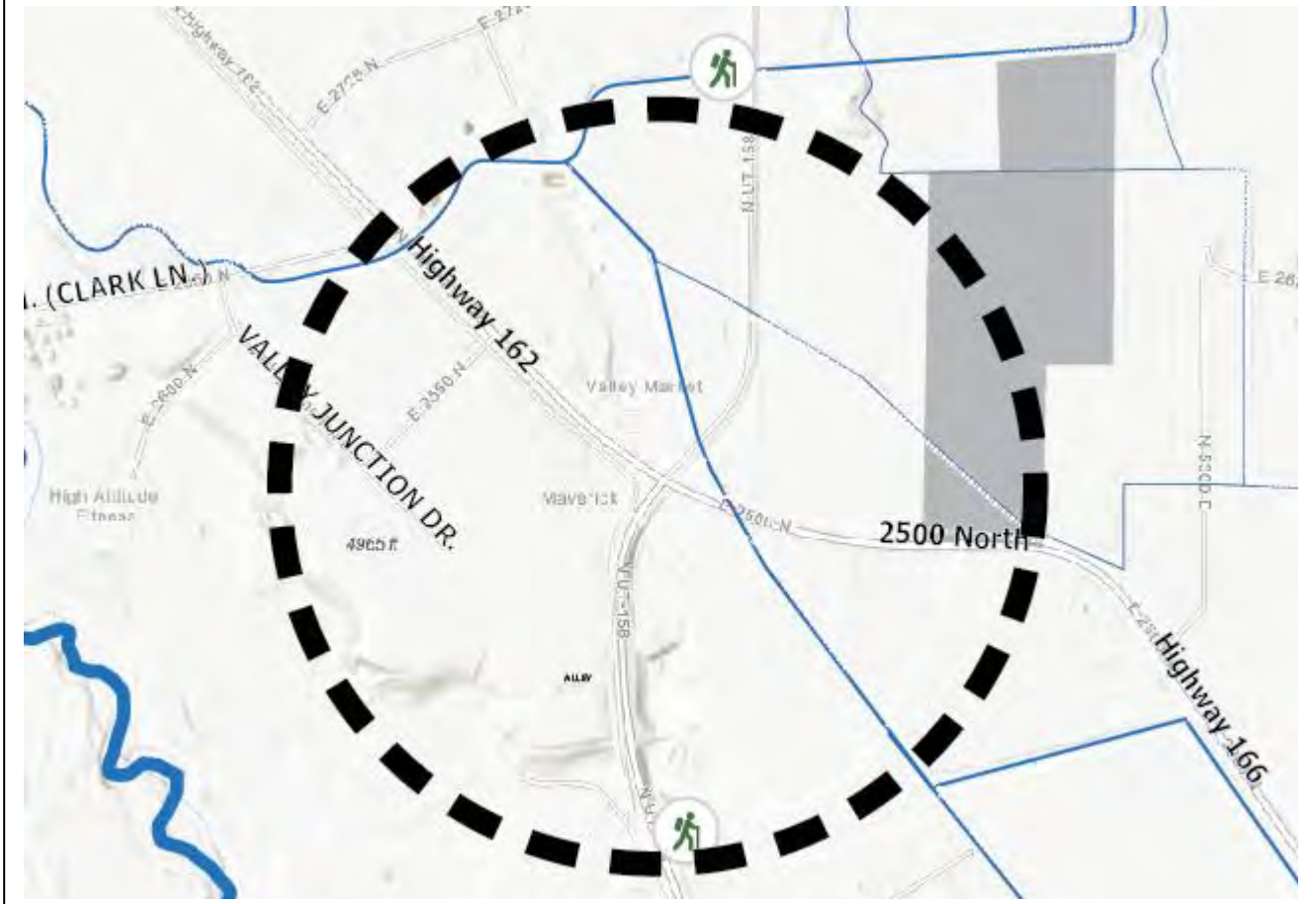
The above goal and principle further illustrate how the plan tries to balance rural areas versus village areas, and is further evidence of the overall intent of the plan.

Commercial Development Implementation 1.1.1: Prepare small area plans for each area designated as a village on Map 8 to describe their form and function (possible examples: highway oriented, mixed-use, resort, small neighborhood commercial, etc.). Small area plans should identify defining attributes and appropriate design standards, identify future potential adjacent expansion areas, and plan for multimodal and active transportation to and within each area, as may be appropriate. The village areas are shown as ¼ mile radius circles centered on each area on Map 8. For these purposes, the study areas are not intended as growth boundaries, but are the areas within walking distance of each village center.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.

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

Roadways/Traffic.

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

Parks and Recreation Facilities

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

Police and Fire Protection

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

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

Stormwater Drainage Systems

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

Water Supply

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

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

Wastewater

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

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

Refuse Collection

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

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

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

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

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

Staff Recommendation

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

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

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points

of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation *as-is*:

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

I do so with the following findings:

Example findings:

1. *The changes are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

Motion for positive recommendation *with changes*:

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

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend *denial*:

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

Examples findings for denial:

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

Exhibits

Exhibit A: Application.

Exhibit B: Current Zone Map.

Exhibit C: Proposed Zone Map.

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

Application Questions

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

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

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

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

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

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

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

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

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

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

The development will provide services to the Ogden Valley community.

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

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

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

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

LEGEND

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



0 30 60 120 180
SCALE: 1"=60'

WOLF CREEK DRIVE

EDEN CROSSING

LAND USE PLAN



EDEN CROSSING

Proposed Street Regulating



EDEN CROSSING

Infrastructure Alignment



October 28, 2023

Via - rgrover@webercountyutah.gov

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

Dear Mr. Grover:

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

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

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

DENTONS DURHAM JONES PINEGAR P.C.



Brent N. Bateman

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

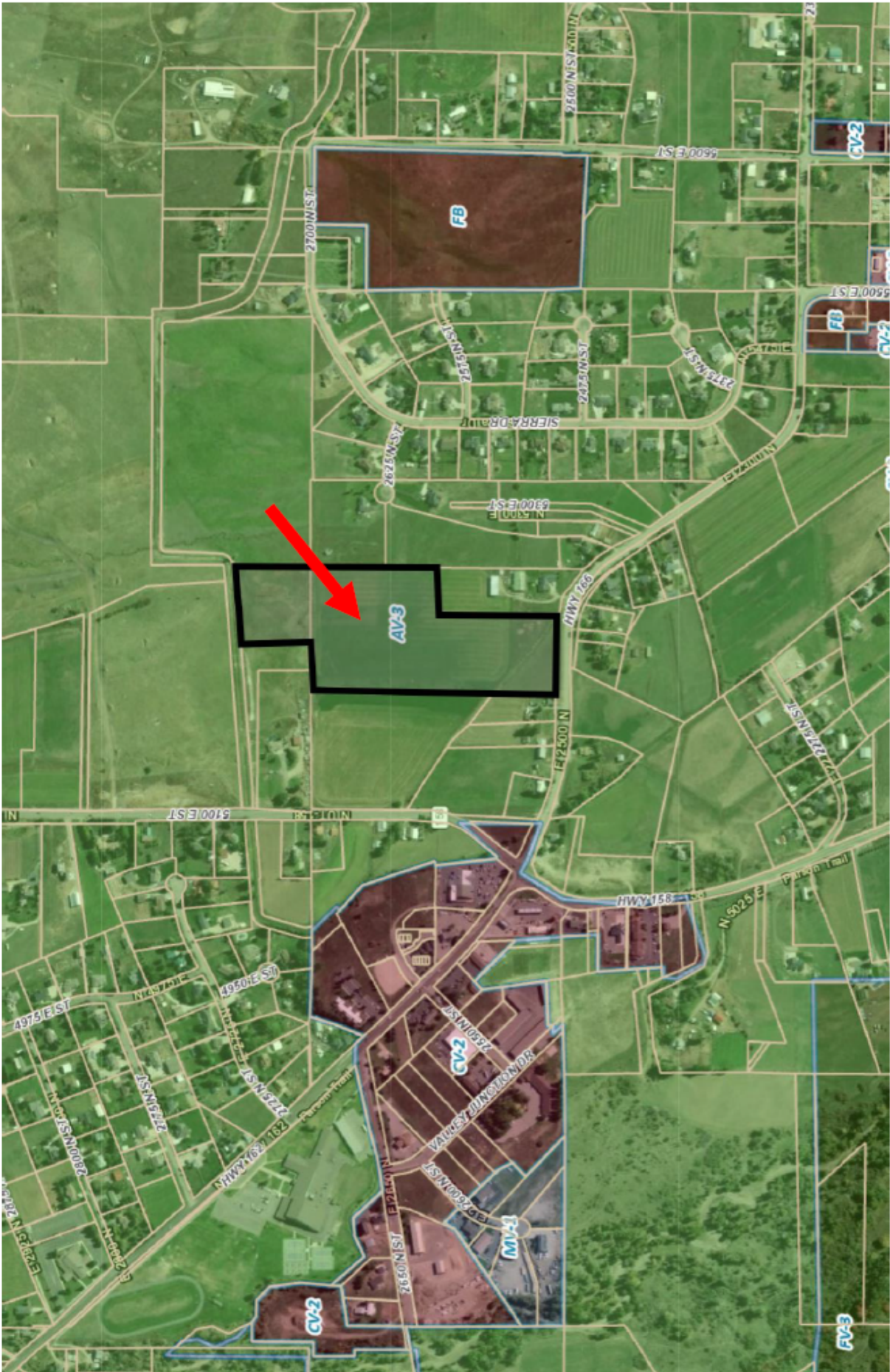


Figure 2: Proposed Zoning Map and the Subject Parcel(s).

