

MEMO

TO: Weber County Commission

FROM: Charlie Ewert

DATE: October 16, 2025

RE: The Exchange development agreement amendment.

On October 7, 2025, the commission held a public hearing for two projects; the Exchange development agreement amendment, and Eden Crossing rezone and development agreement amendment. Both items were tabled pending further review and consideration by the commissioners. The memo is regarding the former.

In the motion to table, it appears perhaps the commission's consideration for this project became intertwined with some of the details of the Eden Crossing project. As long as the commissioners have no outstanding concerns with what has been proposed, the ordinance that would approve this project is ready to be adopted and is attached.



ORDINANCE NUMBER 2025-_____

AN ORDINANCE ADOPTING AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE EXCHANGE AT WOLF CREEK MASTER PLANNED COMMUNITY WHICH MODIFIES THE CURRENT ZONING, OF APPROXIMATELY SEVENTEEN POINT EIGHT FOUR (17.84) ACRES, LOCATED AT APPROXIMATELY 3718 N WOLF CREEK DRIVE

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

WHEREAS, the Weber County Board of Commissioners has received an application to adopt an Amended and Restated Master Development Agreement for approximately Seventeen point Eight Four (17.84) acres on property located at approximately 3718 N Wolf Creek Drive generally in unincorporated Weber County; and

WHEREAS, State Code Section 17-27a-503 provides for the amendment of a land use regulation; and

WHEREAS, State Code Section 17-27a-503 requires an amendment to a land use regulation to first receive a recommendation from the Planning Commission; and

WHEREAS, State Code Sections 17-27a-102(b) and 528 allow the County to enter into development agreements that modify, extend, clarify and impose certain land use regulations after first receiving a recommendation from the planning commission; and

WHEREAS, After a public hearing on July 22, 2025, the Planning Commission for the Ogden Valley forwarded a recommendation to the Weber County Board of Commissioners regarding the proposed Amended and Restated Master Development Agreement; and

WHEREAS, After reviewing the Planning Commission's recommendation and the Ogden Valley General Plan, and in consideration of the mutual promises and other considerations in applicant's proposed voluntary public contributions and amenities accepted by Weber County Board of Commissioners by means of the associated Amended and Restated Master Development Agreement, the Recitals of which are hereby incorporated by reference, the Weber County Board of Commissioners desires to acknowledge the current CVR-1 zone and MPDOZ zoning of the subject property as modified by the Amended and Restated Master Development Agreement; and

WHEREAS, The Parties mutually understand that the Weber County Board of Commissioners is not obligated to approve the Amended and Restated Master Development Agreement, but desires to do so as a result of the applicant's voluntary contributions as set forth in that Agreement, without which the County would not realize the full benefits of this decision and would not adopt the Amended and Restated Master Development Agreement; and,

NOW THEREFORE, the Weber County Board of Commissioners ordains an amendment recognizing the zoning of the property as modified by the Amended and Restated Master Development Agreement. The legal description of the property is included as Exhibit A to the Amended and Restated Master Development Agreement. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein referenced, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct

legal description of surrounding properties. The Weber County Board of Commissioners further hereby approves the Amended and Restated Master Development Agreement and authorizes the Chairperson of the Commission to execute it on behalf of the County.

The Office of the County Attorney and the Director of the Planning Division shall certify to the Chairperson before its execution that any changes to the Amended and Restated Master Development Agreement that are made after the October 21, 2025 public meeting are minor, non-substantive corrections to ensure that it is clear and that it accurately reflects the agreement between the parties as a part of the consideration on October 21, 2025.

This ordinance shall become effective 15 days after its passage or on the day the Master Development Agreement between Eden Crossing, LLC and Weber County is recorded, whichever is later, as long as it has been published in accordance with statutory requirements. The Clerk/Auditor's office is directed to publish a short summary of this ordinance in the *Standard Examiner* newspaper before 15 days after the date of its passage.

Passed, adopted, and ordered published this 21st day of October, 2025, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

The Exchange at Wolf Creek

October 21, 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 21st of October, 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 and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this 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 July 22, 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 # _____ on October 21, 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–E 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 ARMDA 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 "E."
- 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, RDUs and intended uses as specified in Exhibit C.
- 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 3.9 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 home owners.
- 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 Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.28. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of One Hundred Sixty-Four (164) Residential Dwelling Units as more fully specified in Section 3.4.

- 1.2.29. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.30. **Open Space** means that definition as found in the County's Vested Laws as may be modified in the Master Plan.
- 1.2.31. **Master Developer** means The Exchange, LLC, which owns the Property.
- 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. **Parties** means the Master Developer, and the County.
- 1.2.36. **Party** means either the Master Developer, or the County individually.
- 1.2.37. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.38. **Prior Agreements** means any and all prior development agreements with the County or conditional use permits pertaining to the general development layout of the Property, including: a "Zoning and Development Agreement dated October 11, 2002, which is recorded as Entry # 1883524; an "Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort" dated February 3, 2015, which is recorded as Entry # 2768159; an "Agreement Amending and Clarifying the Weber County Development Agreement for the Wolf Creek Resort" dated March 22, 2016, which is recorded as Entry # 2784398; a "Second Amendment to Weber County Development Agreement for the Wolf Creek Resort" dated June 14, 2016, which is recorded as Entry # 2802028; a "Third Amendment to Weber County Development Agreement for the Wolf Creek Resort" dated January 2, 2018, which is recorded as Entry # 22917393; and a "Development Agreement" dated as of August 15, 2023 which is recorded as Entry # 3297522.
- 1.2.39. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.40. **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.

- 1.2.41. **Property** means the approximately Seventeen point Eight Four (17.84) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.42. **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.
- 1.2.43. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose. An RDU does not include units in a Hotel.
- 1.2.44. **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.
- 1.2.45. **Subdivision** means the division of any portion of the Project into developable lots pursuant to CLUDMA.
- 1.2.46. **Subdivision Application** means the application to create a Subdivision.
- 1.2.47. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.48. **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”.
- 1.2.49. **Zoning** means the County’s CVR-1 zone and MPDOZ of the Property as specified in Title 104 Chapters 11 and 27, *et seq.* of the County’s Vested Laws.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the Parties related to the Project and the Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property. The Master Declaration of Covenants, Conditions and Restrictions dated May 15, 2002, recorded as Entry No, 1882728 in Book 2275 at Page 460, as amended by the First Amendment dated January 5, 2007 and recorded as Entry No. 2234358 and as amended by the Second Amendment dated February 26, 2013 and recorded as Entry No. 2624950, are not subject to this ARMDA and are recognized and acknowledged as being in full force and effect for Property.

3. **Development of the Project.**

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

otherwise specified in this ARMDA), and this ARMDA.

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

3.3. **Design Standards and Technical Standards.** The Project shall be engineered and designed pursuant to the County's Vested Laws except as those may be modified by the Design Standards or the Technical Standards. If there is any conflict between the Design Standards or the Technical Standards and the County's Vested Laws the Design Standards and/or the 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. Accessory dwelling units as provided by Utah State law, casitas, units in a hotel or as a part of a commercial mixed use, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. ***Configuration of Maximum RDU's.*** The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan reflects the general location and configuration of residential, commercial, and other Intended Uses within the Project.

3.4.2. ***Initial density.*** The Parties agree that the "initial density," as the term is used in Section 104-22-11 of County Vested Laws, shall be eighty-four (84) RDUs.

3.4.3. ***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.

3.4.4. ***Measurement of Imported TDRs.*** The Parties acknowledge that the quantity of Residential Development Rights available to be imported into the Project shall be calculated by the County's Vested Laws. Upon transfer, one transferred Residential Development Right shall be equal to one RDU.

3.4.5. ***Receiving Area Established.*** The Project is established as a "receiving area" for TDRs irrespective of any changes of jurisdiction.

3.4.6. ***Process for Importing Residential Development Rights.*** The process required for the importation of Residential Development Rights shall be as provided in Section 104-22-11 of County Vested Laws, supplanting the term "FB Zone" for "CVR-1 Zone." However, the Project is only a receiving area and any provision therein governing the transfer of a Residential Development Right from the Project is inapplicable.

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

- 3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain building permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses pursuant to the County's Vested Laws prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.
- 3.6.14. ***Outsourcing of Inspections.***
- 3.6.14.1. County Processing. The provisions of Section 3.6.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.14.2. 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 this 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 ARMDA 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. **Material Effects.** Any material effects of the sale on the Master Plan.

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

- 3.10.1. **Master Plan.** The Development Application for any Phase shall comply with the Master Plan.
- 3.10.2. **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 temporary dead-end street provisions in County Vested Laws.
- 3.10.3. **Phasing Discretion.** Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

3.11. **Short-Term Rentals.** All of the RDUs in the area on the Master Plan, Exhibit “B” may be used for short-term rentals.

4. **Zoning and Vested Rights.**

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 1.2.12 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 CVR-1 Zone as modified in the Design Standards.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2040. 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.** All of the streets and parking in the Project are private and the Home Owner's Association or management company shall snowplow all of the streets within the Project.

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. **Mass Grading.**

10.1. **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. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

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 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 Disputes.** 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:

To Master Developer: The Exchange, 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

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 **Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as an Amendment pursuant to Section 15.

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:
- 15.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.
 - 15.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
 - 15.2.3 **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
 - 15.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.
 - 15.2.5 **Proposed Text.** Show the proposed changes to the text of this ARMDA 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.**
- 15.5.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.
 - 15.5.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.
- 15.6 **Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation 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 12.2. It shall also not apply to the Applicant's payment of fees to a mediator or arbitrator or both.

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 20.8 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 effect.

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, Weber 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 – E 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 Exhibit B is 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.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

36. **Authority.** The Parties to this 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. adopted by the County Commission on October 21, 2025.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the 21st day of October, 2025.

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Master Plan
Exhibit “C”	Design Standards
Exhibit “D”	Technical Standards
Exhibit “E”	County’s Vested Laws

[signatures on following pages]

COUNTY

WEBER COUNTY

Sharon Bolos, Commission Chair

ATTEST

Ricky Hatch, Weber County Clerk/Auditor

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 October, 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

The Exchange, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of October, 2025, John Lewis personally appeared before me, duly sworn, did say that he is the Manager of **The Exchange, 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

PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WOLF CREEK DRIVE BEING LOCATED SOUTH 00D17'28" WEST 1564.28 FEET ALONG A LINE BETWEEN THE CENTER QUARTER CORNER OF AND THE SOUTH QUARTER CORNER OF SAID SECTION 22 AND NORTH 90D00'00" WEST 444.50 FEET FROM SAID CENTER QUARTER CORNER, RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 49D12'04" EAST 115.96 FEET, (2) ALONG THE ARC OF A 943.25 FOOT RADIUS CURVE TO THE LEFT 197.25 FEET, HAVING A CENTRAL ANGLE OF 11D58'55". CHORD BEARS NORTH 43D12'37" EAST 196.89 FEET, (3) NORTH 37D13'11" EAST 62.30 FEET, (4) ALONG THE ARC OF A 3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING A CENTRAL ANGLE OF 03D05'31" CHORD BEARS NORTH 35D40'25" EAST 196.09 FEET, (5) ALONG THE ARC OF A 2669.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12D04'01", CHORD BEARS NORTH 31D12'55" EAST 561.07 FEET, (6) NORTH 25D10'55" EAST 167.79 FEET, THENCE SOUTH 64D49'05" EAST 159.47 FEET, THENCE SOUTH 36D26'32" EAST 261.29 FEET, THENCE SOUTH 52D33'51" WEST 109.84 FEET, THENCE SOUTH 37D26'09" EAST 19.37 FEET, THENCE SOUTH 36D26'32" EAST 50.01 FEET, THENCE SOUTH 53D49'51" EAST 373.44 FEET, THENCE SOUTH 46D20'04" EAST 394.83 FEET, THENCE SOUTH 20D10'47" WEST 172.94 FEET, THENCE NORTH 86D04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF CASCADES AT MOOSE HOLLOW CONDOMINIUMS PHASE 5, THENCE ALONG THE BOUNDARY LINE OF CASCADES AT MOOSE HOLLOW CONDOMINIUM PHASE 5, 6, 7, 3 AND 1 THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 44D47'34" WEST 165.96 FEET (2) NORTH 44D47'34" WEST 42.13 FEET (3) NORTH 39D12'48" WEST 81.82 FEET, (4) NORTH 39D13'01" WEST 148.45 FEET (5) NORTH 60D27'05" WEST 71.76 FEET, (6) NORTH 84D14'30" WEST 49.97 FEET (7) SOUTH 34D17'37" WEST 213.48 FEET, (8) SOUTH 00D31'06" WEST 253.28 FEET (9) SOUTH 89D56'50" WEST 118.57 FEET (10) SOUTH 00D27'18" WEST 98.78 FEET (11) SOUTH 70D55'49" WEST 263.65 FEET, THENCE NORTH 79D07'31" WEST 98.41 FEET, THENCE NORTH 43D31'13" WEST 279.44 FEET TO THE POINT OF BEGINNING. CONTAINING 17.841 ACRES.

Exhibit “B”
Master Plan



THE EXCHANGE

WEBER COUNTY UTAH

DATE:	JULY 2025
PROJECT:	000.0000.07
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:	MASTER PLAN
SHEET NUMBER:	EX. B

DEVELOPMENT DATA

DEVELOPMENT BOUNDARY AREA 17.841 ACRES

- MULTI-FAMILY
- TOWNHOMES
- MULTI-PURPOSE COMMERCIAL
- HOTEL

MIN. 10' ASPHALT OR CONCRETE PUBLIC PATHWAY

ALTERNATIVE MIN. 10' ASPHALT OR CONCRETE PUBLIC PATHWAY

NOTE:
ALL ROADS WILL BE PRIVATE

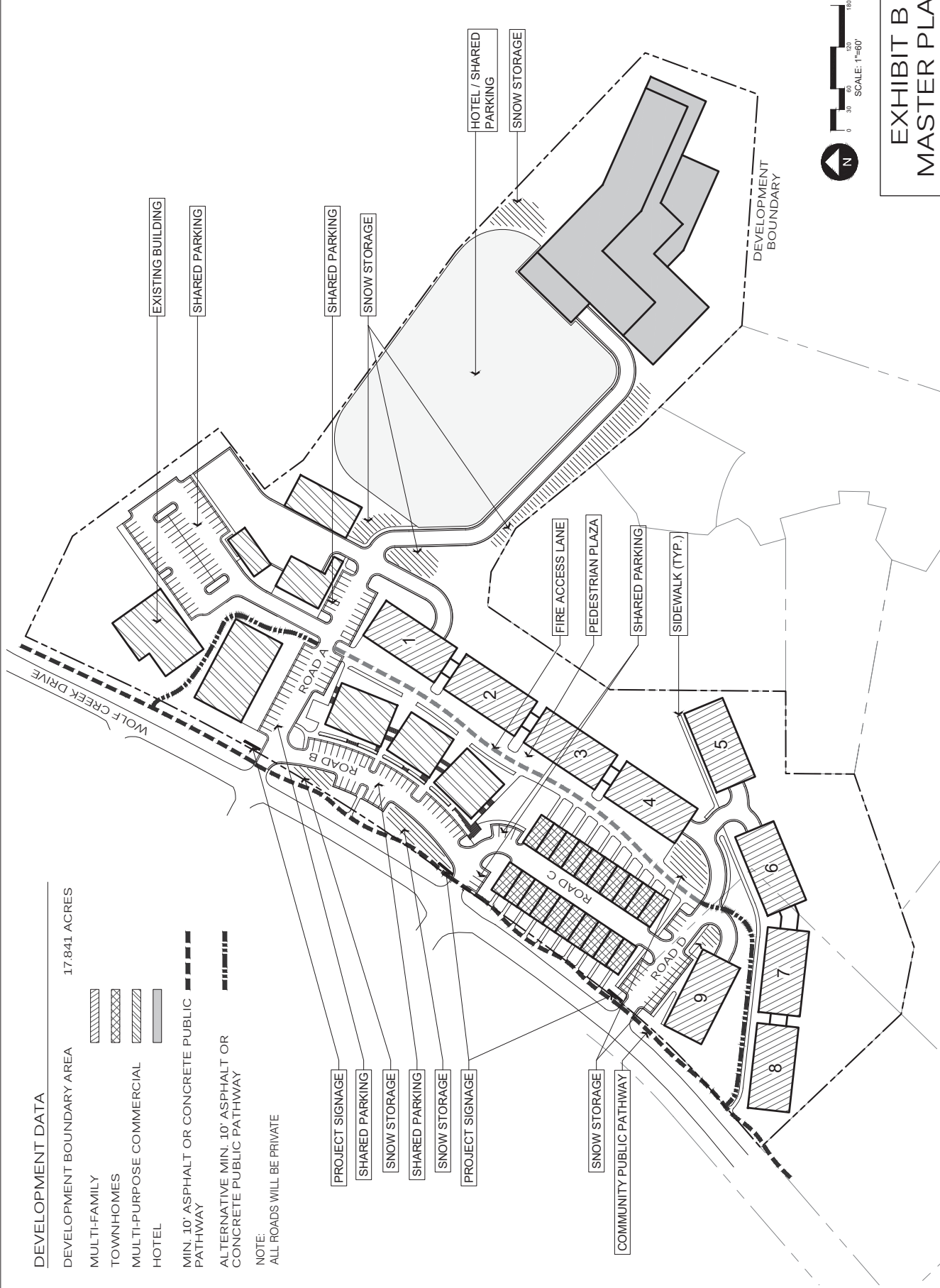


EXHIBIT B MASTER PLAN

Exhibit “C”
Design Standards

EXHIBIT C

THE EXCHANGE 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. Any use not listed is prohibited. A use listed is a main use, unless listed in the "accessory uses" part of the table. Codes listed in the Special Provisions column reference County's Vested Laws. The "Townhomes" section applies to land uses within the area depicted on the Master Plan for Townhomes, the "Multifamily" section applies to the land uses within the area depicted on the Master for Multifamily Dwellings, "Multi-Purpose Commercial" section applies to the land uses within the area depicted on the Master Plan for Multi-Purpose Commercial and the "Hotel" section applies to the land uses within the area depicted on the Master for Hotel buildings. Multiple uses may occur on each site or in each building so long as each use is allowed in the respective development category.

	Development Category				
	Townhomes	Multifamily	Multi-Purpose Commercial	Hotel	Special Provisions
Uses:					
ACCESSORY USES					
Accessory building, incidental to the use of a main building.	P	P	P	P	
Accessory use, accessory and incidental to the main use.	P	P	P	P	
Parking lot, accessory to a main use allowed in the zone.	P	P	P	P	
RECREATIONAL USES					
Private park, playground or recreation area.	N	P	P	P	May include clubhouse, pool, and related uses. No privately owned commercial park or amusement business.
Public park, recreation grounds and associated buildings.	N	P	P	P	To be owned and operated by a public entity, and constructed to the standards of that entity.
RESIDENTIAL USES					
Townhome Dwelling.	P	N	N	N	
Multifamily Dwelling.	N	P	P	N	Allow for mix use in the same building.
Hotel Building.	N	N	N	P	
Short-term rental.	P	P	P	P	Pursuant to Title 108, Chapter 11.
COMMERCIAL USES					
Art gallery.	N	N	P	P	
Bank.	N	N	P	N	
Bookstore/newsstand.	N	P	P	P	

Beauty shop/barbershop.	N	P	P	P	
Day spa/fitness center.	N	P	P	P	
Deli/small grocery store.	N	P	P	P	
Florist shop.	N	P	P	P	
Gift shop, boutique.	N	P	P	P	
Music and video store.	N	N	P	N	
Restaurants, excluding those with drive-up windows.	N	N	P	P	
Sporting goods and clothing store.	N	N	P	N	
Public and private swimming pools.	P	P	P	P	
Vendor, short term.	N	P	P	P	
Beer parlor, sale of draft beer.	N	P	P	P	
Bed and breakfast inn or hotel.	N	P	P	P	
Recreation lodge.	N	P	P	P	
Dry cleaning pickup station.	N	N	P	P	
Dwelling unit, when a part of a recreation resort development complex.	N	P	P	P	
Recreation resort complex.	N	P	P	P	
Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.	N	P	P	P	
Liquor store.	N	N	P	P	
Medical/dental office.	N	N	P	N	
Outfitters base camp.	N	N	P	P	
Public utility substations.	N	N	P	P	
Real estate office.	N	P	P	P	
Ski equipment, snowmobile, boat, and bicycle rentals.	N	N	P	P	
Outdoor skating rink (ice or roller).	N	P	P	P	
Public parks.	N	P	P	P	
Conference/education center.	N	P	P	P	
Condominium rental apartment, including lockout rooms.	N	P	P	P	
Gazebo, pavilion.	N	P	P	P	
Time share condominiums including lockout rooms.	N	P	P	P	
Travel agency.	N	P	P	N	
Residential property rental and management agency for recreation resort complexes.	N	P	P	P	
Hotel/motel, including lockout rooms.	N	N	P	P	
Restaurants, including those with drive-up windows.	N	P	P	P	
Brewpub.	N	P	P	P	
Reception/banquet facilities.	N	P	P	P	

UTILITY USES					
Public utility substations	P	P	P	P	See Title 108, Chapter 10 and standards below.
Water storage reservoir, when developed by a utility service provider.	P	P	P	P	See Title 108, Chapter 10 and standards below.
TEMPORARY CONSTRUCTION USES					
Materials processing.	P	P	P	P	See standards below.
Mass grading.	P	P	P	P	See standards below.
Temporary construction building.	P	P	P	P	The building or use shall be removed upon completion or abandonment of the construction work.

Townhomes Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
Minimum Development Project Boundary Setback:	10 Feet	
Minimum Front Yard Setback:	0 Feet	Individual townhomes will be subdivided with zero lot lines, i.e. the lot lines will be the outside walls and the centerline party wall of the unit.
Minimum Side Yard Separation Between Buildings Setback :	0 Feet	
Minimum Side Yard Setback for Corner Lot's Side-Facing Street:	0 Feet	
Minimum Rear Yard Setback:	10 Feet	
Building Height:	Minimum: One Story. Maximum: 50 Feet.	
Maximum Minimum Lot Coverage:	NA	No common area required.
Minimum Commercial Area:	NA	No commercial area required.
Minimum Parking Spaces:	See special provisions.	To be determined by a parking study or as per county vested laws.

Multifamily Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
Minimum Development Project Boundary Setback:	10 Feet	
Minimum Front Yard Setback:	10 Feet	
Minimum Side Yard Separation Setback :	5 Feet	
Minimum Side Yard Setback for Corner Lot's Side-Facing Street:	5 Feet	
Minimum Rear Yard Setback:	10 Feet	
Building Height:	Minimum: One Story. Maximum: 50 Feet.	

Maximum Minimum Lot Coverage:	NA	No common area required.
Minimum Commercial Area:	NA	No commercial area required.
Minimum Parking Spaces:	See special provisions.	To be determined by a parking study or as per county vested laws.

Multi-Purpose Commercial Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
Minimum Development Project Boundary Setback:	10 Feet	
Minimum Front Yard Setback:	0 Feet	
Minimum Side Yard Set back paration Between Buildings:	0 Feet	
Minimum Side Yard Setback for Corner Lot's Side-Facing Street:	0 Feet	
Minimum Rear Yard Setback:	0 Feet	
Building Height:	Minimum: One Story. Maximum: 50 Feet.	
Maximum Minimum Lot Coverage:	NA	No common area required.
Minimum Commercial Area:	NA	No minimum commercial area required.
Minimum Parking Spaces:	See special provisions.	To be determined by a parking study or as per county vested laws.

Hotel Site Development Standards

Standards		Special Provisions
Minimum Lot Area:	NA	No minimum lot area required.
Minimum Lot Width:	NA	No minimum lot width required.
Minimum Development Project Boundary Setback:	10 Feet	
Minimum Front Yard Setback:	0 Feet	
Minimum Side Yard Set back paration Between Buildings:	0 Feet	
Minimum Side Yard Setback for Corner Lot's Side-Facing Street:	0 Feet	
Minimum Rear Yard Setback:	0 Feet	
Building Height:	Minimum: One Story. Maximum: 6 50 Feet.	
Maximum Minimum Lot Coverage:	NA	No common area required.
Minimum Commercial Area:	NA	No commercial area required.
Minimum Parking Spaces:	See special provisions.	To be determined by a parking study or as per county vested laws.

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 of 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.

Minimum Architecture and Design Requirements

Each building, except single-family dwellings, shall adhere to the design standards listed under at least one of the following architectural themes:

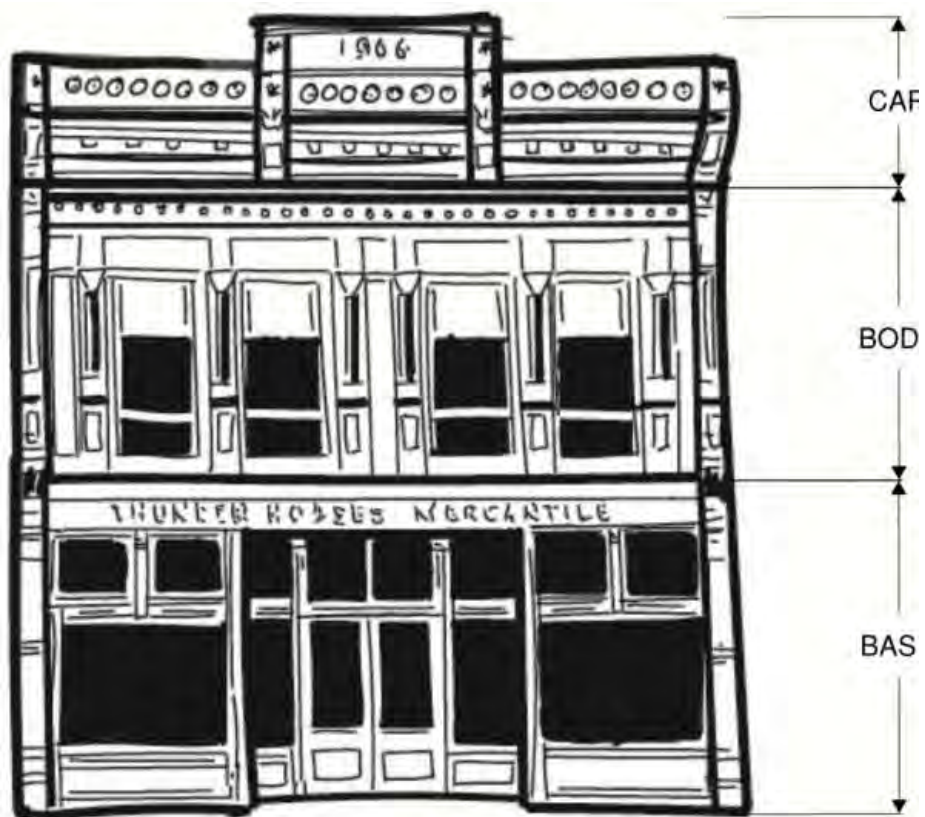
Sec 104-22-6.030-Old West Architecture

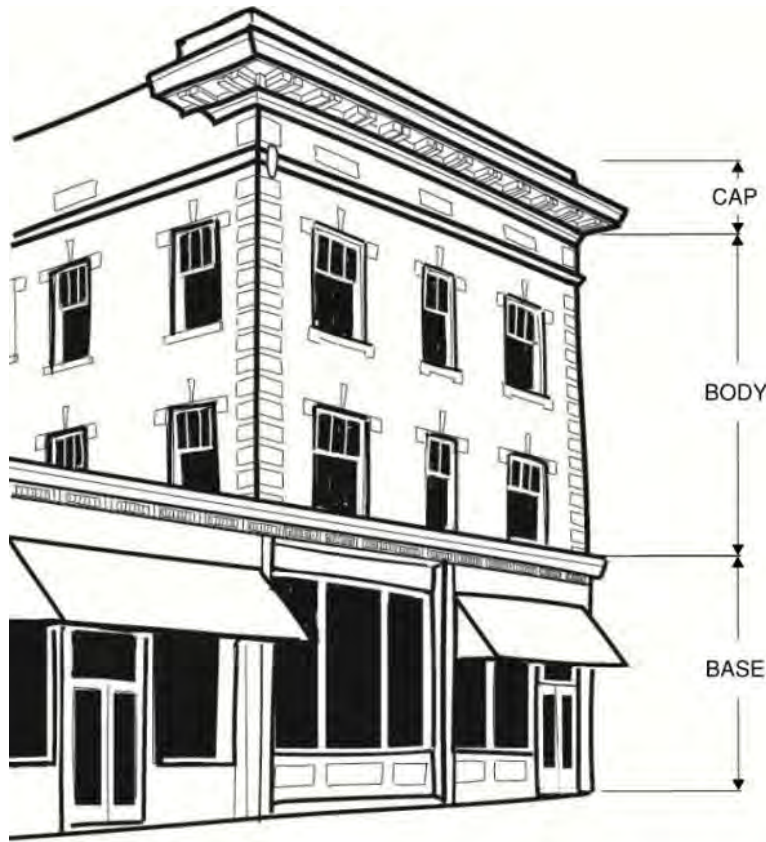
1. *Design theme.* Buildings shall have architectural styling and materials that resemble historic commercial main-street buildings in the Western United States that were in existence between 1880 and 1910. Each new building shall provide diversity and variety in building design, architectural features, and building material that set each building apart from adjacent buildings.
2. *Building form.* A building's street-facing façade shall be designed to have a base, body, and cap, each of varying design features and building material. The base of the building shall be no less than one-sixth and no greater than one-third the height of the building. The cap shall be no less than one-twentieth the height of the building.
3. *Rooflines.* Rooflines shall be broken every 50 feet, with no less than a 12-inch shift between adjacent rooflines. If the building will have a sloped roof, parapet walls shall be constructed to hide the roof slope.
4. *Building massing.* The horizontal wall massing of building facades shall be broken at least every 20 feet with no less than a six-inch shift in the plane of adjacent walls. The building shall appear to be post and beam construction, with vertical columns rising from the base to the cap of the building, and with windows or other openings located to not interrupt the vertical rise of the columns.
5. *Building material.* Each building facade that faces the street shall consist of brick, or wood, or a faux material that is hard to distinguish from real brick, or wood. Metal may be used for accent material. At least one of the building materials used on the building façade shall also be used on all other sides of the building.
6. *Colors.* Natural colors of wood and brick, as well as natural metals with an aged patina, are allowed. Other muted earth-tone colors generally visible from the site may be used as long as they complement the age period. No more than 70 percent of a building's facade shall be white.

7. *Examples.* Examples of generally acceptable architectural features are depicted in the following images. Any conflict between details in the images and regulations in this chapter shall be interpreted in favor of the regulations in the chapter.







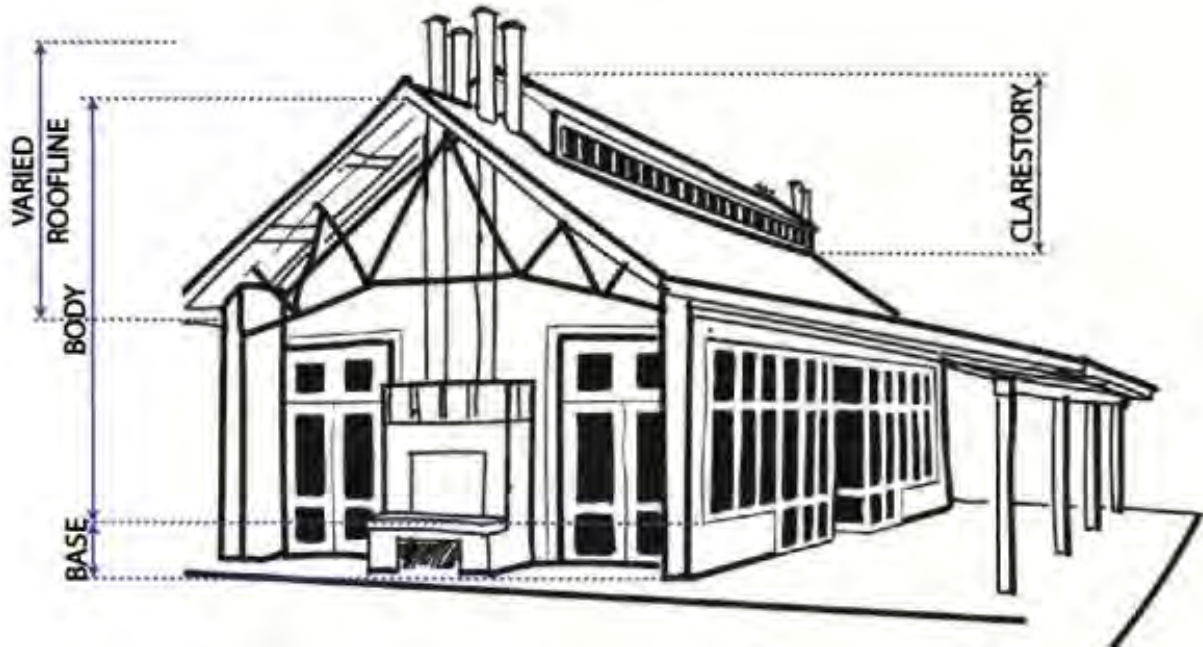


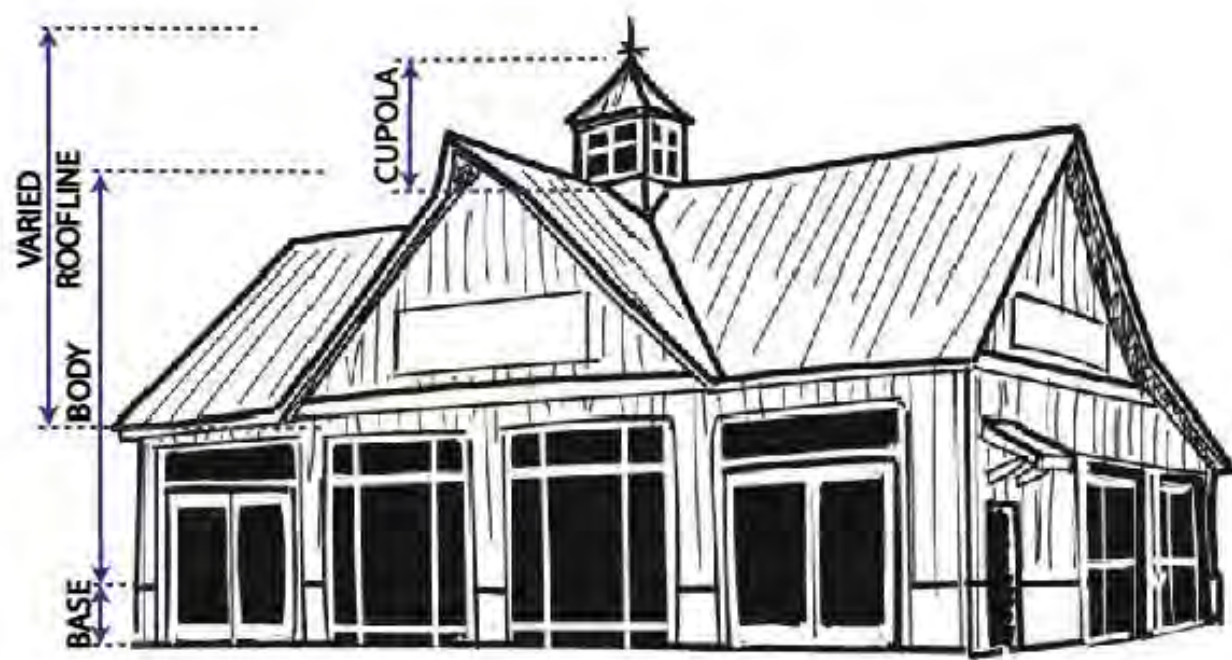
~~Sec 104 22 6.040~~ Agrarian Architecture

1. *Design theme.* Buildings shall have architectural styling and materials that implement agrarian-style architecture. Each building shall incorporate at least two of the following four options:
 1. Either a gable roof at a 6/12 or greater slope, a gambrel roof, or a monitor roof.
 2. A shed-roof at a 4/12 or greater slope that is attached to the side of the building but not attached to the main roof structure.
 3. A clerestory or cupola.
 4. Gable-style dormer windows.
2. *Building form.* Each street-facing building façade shall be designed and constructed to have a building base, building body, and varying building roofline, each having varying building materials or design techniques. The base of the building shall be no less than one-tenth and no greater than one-third the height of the building.
3. *Rooflines.* Rooflines shall be broken every 50 feet, with no less than a 12 inch shift between adjacent rooflines.
4. *Building massing.* The wall massing of building facades shall be broken at least every 40 feet with no less than a six inch shift in the plane of adjacent walls.
5. *Building material.* Building façade walls shall be finished with no less than two diverse types of material. The primary building material shall be wood siding or similar appearing siding. At least one of the building materials used on the building façade shall also be used on all other sides of the building.
 1. Brick or stone may be used in place of wood if approved by the Land Use Authority.
 2. Metal siding may be used on the building's body, as long as the building's base is made of brick or

stone, and as long as the metal siding is broken horizontally by brick or stone every twenty feet, and is treated to create a natural-appearing aged patina.

6. *Colors.* At least two muted earth-tone colors generally visible from the site are required. In the Eden area, no more than 70 percent of a building's facade shall be white.
7. *Examples.* Examples of generally acceptable architectural features are depicted in the following images. Any conflict between details in the images and regulations in this chapter shall be interpreted in favor of the regulations in the chapter.

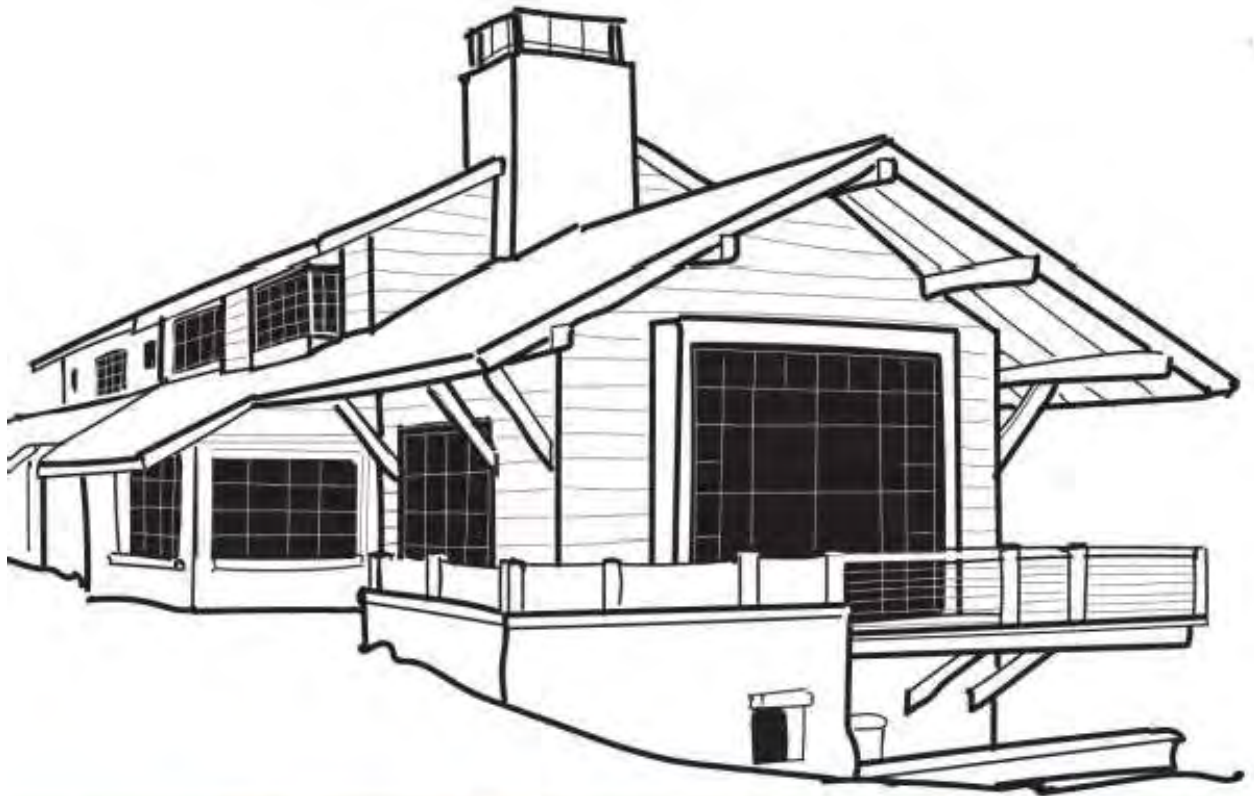






Sec 104-22-6.050-Modern Alpine Architecture

1. *Design theme.* All buildings shall have architectural styling and materials that implement a modern interpretation of European alpine design. A modern interpretation of European alpine design includes a balance between modern alpine and classical European alpine design features. The following design features are intended to provide minimum stylistic requirements to implement this design theme.
2. *Building form.* A building's street-facing façade shall be designed to have a base, body, and varying roofline, each of varying design features and building material.
3. *Rooflines.* Buildings shall have varying rooflines of predominantly gabled roofs. Rooflines shall be broken every 100 feet, with no less than a 12 inch shift between adjacent rooflines that are on the same plane.
4. *Building massing.* The wall massing of building facades shall be broken at least every 50 feet with no less than a six-inch shift in the plane of adjacent walls. Each street-facing façade shall be designed and constructed to have a building base, building body, and a varying building roofline.
5. *Building material.* Building façade walls shall be finished with no less than two primary and one secondary type of building material. The primary building materials shall be real cut stone, glass, or wood siding or similar appearing siding with a natural wood finish. The secondary building materials include metal, wood, large-cut timbers, metal beams and columns, or concrete or other flat-surface building material which may be colored as allowed herein. At least one of the building materials used on the building façade shall also be used on all other sides of the building.
 1. Each building shall have at least 60 percent primary building material.
 2. The base of the building shall be at least 60 percent stone, except those areas occupied by transparent fenestration.
 3. Use of metal shall be limited to trim, balconies, railing, exposed structural components, and roofs.
 4. No more than ten percent of any building façade shall be exposed concrete.
6. *Colors.* Muted earth-tone colors generally visible from the site are required. No more than 30 percent of a building's facade shall be white.
7. *Examples.* Examples of generally acceptable architectural features are depicted in the following images. Any conflict between details in the images and regulations in this chapter shall be interpreted in favor of the regulations in the chapter.









~~Sec 104-22-6.060~~ Mountain Modern Architecture

1. *Design theme.* All buildings shall have architectural styling and materials that implement mountain modern-style architecture. Mountain modern-style architecture shall incorporate at least three of the following five options:
 1. Either a gable roof at a 6/12 or greater slope, a flat roof, a shed roof, or a combination of the roof types.
 2. A shed-roof at a 2/12 or greater slope that is attached to the side of the building but not attached to the main roof structure.
 3. A prominent covered porch, deck element, chimney, or other unique architectural feature or features approved by the Land Use Authority.
 4. Vertical rectangular windows, single, paired, or in triples. Paired and tripled windows shall all be the same dimensions. The composition of all windows on a building's façade shall be balanced.
 5. Appurtenances such as exposed roof rafter tails, decorative kickers, and exposed beams or column detailing.
2. *Building form.* Each street-facing façade shall be designed and constructed to have a building base, building body, and varying building roofline, each having varying building materials or design techniques.
3. *Rooflines.* Rooflines shall be broken every 50 feet, with no less than a 12 inch shift between adjacent rooflines.
4. *Building massing.* The wall massing of building facades shall be broken at least every 40 feet with no less than a six inch shift in the plane of adjacent walls. Each street-facing façade shall be designed and constructed to have a building base, building body, and varying building roofline, each having varying building materials or design techniques.

5. *Building material.* Building façade walls shall be finished with no less than two diverse types of material. The primary building material shall be wood siding or similar appearing siding. At least one of the building materials used on the building façade shall also be used on all other sides of the building.
 1. Brick or stone may be used in place of wood if approved by the Land Use Authority.
 2. Metal siding may be used on the building's body, as long as the building's base is made of brick or stone, and as long as the metal siding is broken horizontally by brick or stone every twenty feet, and is treated to create a natural-appearing aged patina.
 3. Stucco may be used as an accent material, but may not comprise more than 30% of a building's facade
6. *Colors.* Warm muted earth-tone colors generally visible from the site are required. No more than 70 percent of a building's facade shall be white.
7. *Examples.* Examples of generally acceptable architectural features are depicted in the following images. Any conflict between details in the images and regulations in this chapter shall be interpreted in favor of the regulations in the chapter.
- 8.





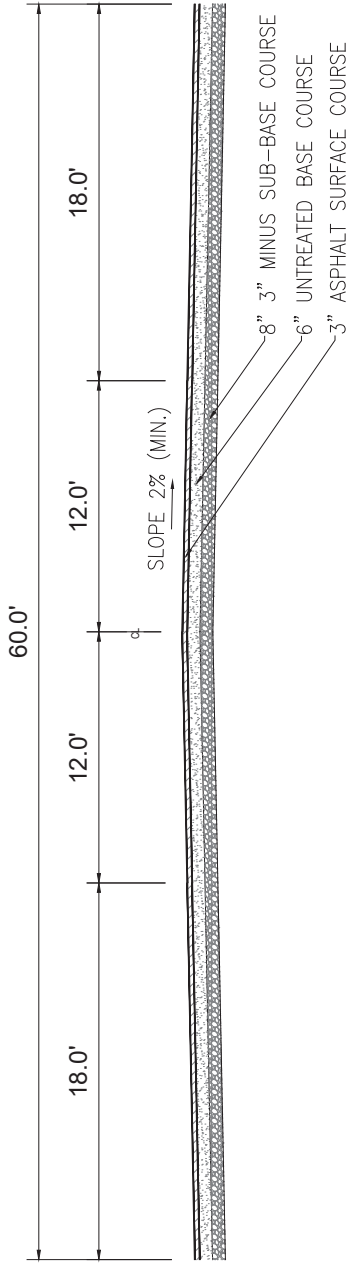




Sec 104 22 6.070 Mountain Rustic Architecture

1. *Design theme.* All buildings shall have architectural styling and materials that implement mountain rustic architecture. Mountain rustic architecture shall incorporate the following
 1. A gabled roof at a 6/12 or greater slope. An attached shed roof is permissible at a lower slope if it covers a porch, patio, window pop-out, or similar.
 2. Exposed beams and columns made of large rough-cut timbers; the columns having a stone base.
 3. A prominent covered porch, deck, or balcony, or a large prominent stone chimney.
2. *Building form.* Each street-facing façade shall be designed and constructed to have a building base, building body, and varying building roofline, each having varying building materials or design techniques.
3. *Rooflines.* Rooflines shall be broken every 50 feet, with no less than a 12 inch shift between adjacent rooflines.
4. *Building massing.* The wall massing of building facades shall be broken at least every 40 feet with no less than a six inch shift in the plane of adjacent walls.
5. *Building material.* Building façade walls shall be finished with no less than two diverse types of material. Building material shall appear distressed. The primary building material shall be either wood, log, or similar appearing siding, or natural stone. At least one of the building materials used on the building façade shall also be used on all other sides of the building.
 1. The building's base shall be natural stone.
 2. Metal accents or trim may be used if it has been aged to have a patina.
6. *Colors.* Muted earth-tone colors generally visible from the site are required.
- ~~7. *Examples.* Examples of generally acceptable architectural features are depicted in the following images. Any conflict between details in the images and regulations in this chapter shall be interpreted in favor of the regulations in the chapter.~~

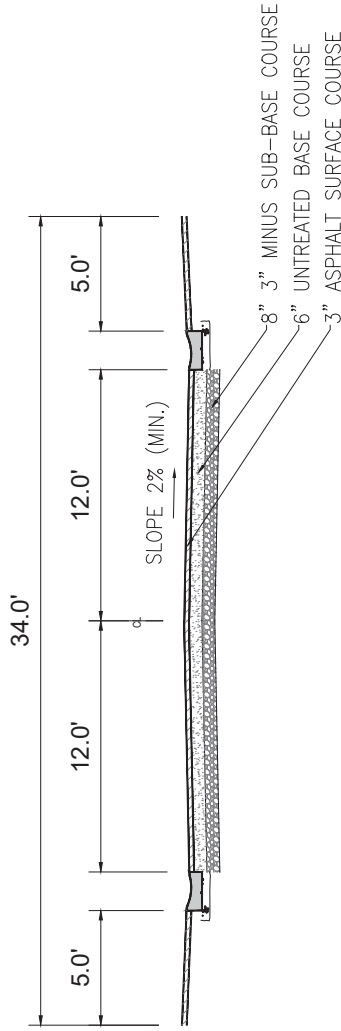
Exhibit “D”
Technical Standards



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

60' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE



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

34' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

Exhibit “E”
County’s Vested Laws