

MEMO

TO: Weber County Commission

FROM: Charlie Ewert

DATE: October 16, 2025

RE: Eden Crossing rezone and 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. This memo is regarding the latter.

The applicant received the feedback and comments that the commissioners have given, and has proposed the following solutions:

- Total number of units voluntarily reduced from 350 to 300
- STRs limited to no more than eight, and not within the new rezone area
- The \$1M donation is now limited in use for infrastructure and buildings for the new city and not for other community betterments.
- The applicant is not comfortable committing to the planning commission's height recommendation, but has amended the proposal to better reflect the limitations that the commissioners placed on the original development agreement as follows:
 - If any part of a hotel is greater than 20 feet, it must be no less than 200 feet from HWY 166.
 - All other buildings located within 200 feet from HWY 166 can be no taller than two stories and 40 feet.

Each of these solutions are provided in the attached development agreement. This item is accompanied by an adoption ordinance, which is also attached.

ORDINANCE NUMBER 2025-_____

AN ORDINANCE REZONING APPROXIMATELY EIGHT POINT SEVENTY-THREE (8.73) ACRES, LOCATED AT APPROXIMATELY 5242 EAST HIGHWAY 166 FROM THE CURRENT AV-3 ZONE TO THE FB ZONE, AND ADOPTING AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE EDEN CROSSING MASTER PLANNED COMMUNITY, CONSISTING OF APPROXIMATELY TWENTY-EIGHT POINT SEVENTY-THREE (28.73) ACRES (INCLUDING THE REZONED 8.73 ACRES) WHICH, AMONG OTHER THINGS, MAKES CERTAIN MODIFICATIONS TO THE REQUIREMENTS OF THE FB ZONE FOR THE PROJECT.

WHEREAS, the Weber County Board of Commissioners has adopted certain land use regulations pursuant to State Code 17-27a, the County Land Use, Development, and Management Act; and

WHEREAS, as part of said land use regulations, the Weber County Board of Commissioners has adopted a zoning map for the unincorporated areas of Weber County, and a Form-Based Zone to govern development of land therein; and

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

WHEREAS, the Weber County Board of Commissioners has received an application to rezone approximately eight point seventy-three (8.73) acres, located at approximately 5242 East Highway 166, from the current AV-3 Zone to the FB Zone; and adopt an Amended and Restated Master Development Agreement for the Eden Crossing Master Planned Community (“Project”) consisting of approximately twenty eight point seventy-three (28.73) total acres (including the rezoned 8.73 acres) which, among other things, makes certain modifications to the requirements of the FB Zone for the project; 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 allows 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 September 23, 2025, the Planning Commission for the Ogden Valley forwarded a recommendation to the Weber County Board of Commissioners regarding the proposed rezone of approximately eight point seventy-three (8.73) acres, located at approximately 5242 East Highway 166, from the current AV-3 Zone to the FB Zone; and the adoption of an Amended and Restated Master Development Agreement for the Eden Crossing Master Planned Community (“Project”) consisting of approximately twenty eight point seventy-three (28.73) total acres (including the rezoned 8.73 acres) which, among other things, makes certain modifications to the requirements of the FB Zone for the project; 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 rezone approximately eight point seventy-three (8.73) acres, located at approximately 5242 East Highway 166, from the current AV-3 Zone to the FB Zone; and adopt an Amended and Restated Master Development Agreement for the Eden Crossing Master Planned Community (“Project”) consisting of approximately twenty eight point seventy-three (28.73) total acres (including the rezoned 8.73 acres) which, among other things, makes certain modifications to the requirements of the FB Zone for the project; 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 the 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 as follows:

SECTION 1, REZONE. An amendment to the Weber County zoning map rezoning approximately eight point seventy-three (8.73) acres, located at approximately 5242 East Highway 166 from the current AV-3 Zone to the FB Zone, as described in Exhibit A and as illustrated in Exhibit B of this ordinance. If the legal description in Exhibit “A” of this is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, 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.

SECTION 2, AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT. The adoption of an Amended and Restated Master Development Agreement for the Project, the Eden Crossing Master Planned Community consisting of approximately twenty-eight point seventy-three (28.73) total acres (including the rezoned 8.73 acres as explain in Section 1) which, among other things, makes certain modifications to the FB Zone for the Project. If the legal description in Exhibit “A” of the Amended and Restated Master Development Agreement is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, 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 authorizes the Chairperson of the Commission to execute the Amended and Restated Master Development Agreement for the Project 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.

SECTION 3, EFFECTIVE DATE. 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

EXHIBIT A

Legal Description of Rezone Area

Parcel: 220450061

PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT BEING NORTH 89D50'05" WEST 869.00 FEET ALONG THE SECTION LINE, SOUTH 0D18'50" WEST 375.00 FEET, 26.18 FEET ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD=NORTH 59D41'01" WEST 25.00 FEET) 114.38 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD=NORTH 89D15'43" WEST 94.85 FEET) FROM THE NORTHEAST CORNER OF SAID SECTION 34 AND RUNNING THENCE 64.83 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD=SOUTH 2D36'11" EAST 61.14 FEET) THENCE SOUTH 53D37'53" WEST 30.00 FEET, THENCE SOUTH 14D22'37" WEST 526.29 FEET, THENCE SOUTH 7D46'50" WEST 249.88 FEET, THENCE SOUTH 0D18'50" WEST 80.07 FEET, THENCE NORTH 89D40'31" WEST 168.06 FEET TO THE EAST LINE OF BROWNS SUBDIVISION, THENCE NORTH 0D45'23" EAST 916.44 FEET ALONG EAST LINE OF BROWN SUBDIVISION, THENCE SOUTH 89D49'56" EAST 342.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.002 ACRES.

Parcel: 224060001

ALL OF LOT 4, BROWNS SUBDIVISION 1ST AMENDMENT, WEBER COUNTY, UTAH.
CONTAINS 3.73 ACRES.

And

The northern half width of Highway 166, extending from the western most bounds of the Eden Crossing development, to the easternmost bounds of the Eden Crossing development as modified by this ordinance.

EXHIBIT B

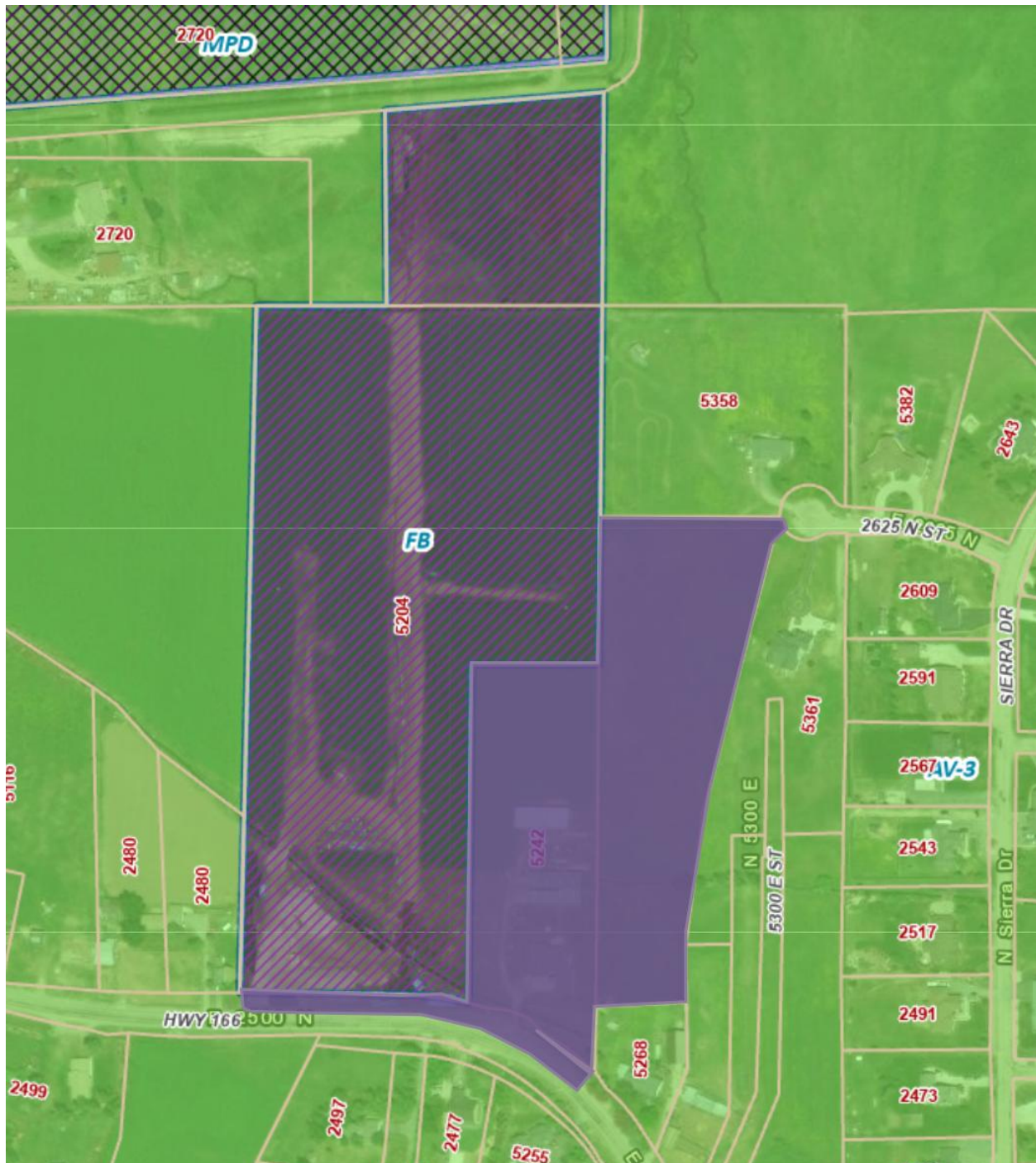
Illustration of Rezone Area

Zoning prior to the effect of this rezone:



EXHIBIT B (CONT.)

Zoning after the effect of this rezone:



AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EDEN CROSSING

October ~~21~~⁷, 2025

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TABLE OF CONTENTS

RECITALS	1-2
1. <u>Incorporation of Recitals and Exhibits / Definitions</u>	2
1.1. Incorporation	2
1.2. Definitions.....	2
1.2.1. <i>Administrative Modifications</i>	2
1.2.2. <i>Administrator</i>	2
1.2.3. <i>Applicant</i>	2
1.2.4. <i>ARC</i>	2
1.2.5. <i>ARMDA</i>	3
1.2.6. <i>Buildout</i>	3
1.2.7. <i>CLUDMA</i>	3
1.2.8. <i>Commercial Site</i>	3
1.2.9. <i>Commission</i>	3
1.2.10. <i>County</i>	3
1.2.11. <i>County Consultants</i>	3
1.2.12. <i>County's Future Laws</i>	3
1.2.13. <i>County's Vested Laws</i>	3
1.2.14. <i>Default</i>	3
1.2.15. <i>Denial/Denied</i>	3
1.2.16. <i>Design Standards</i>	3
1.2.17. <i>Development</i>	3
1.2.18. <i>Development Application</i>	4
1.2.19. <i>Development Report</i>	4
1.2.20. <i>Dispute</i>	4
1.2.21. <i>Dispute Resolution Process</i>	4
1.2.22. <i>Exceptions from County Standards</i>	4
1.2.23. <i>Final Plat</i>	4
1.2.24. <i>Home Owners Association(s) (or "HOA(s)")</i>	4
1.2.25. <i>Hotel</i>	4
1.2.26. <i>Intended Uses</i>	4
1.2.27. <i>Master Developer</i>	4
1.2.28. <i>Maximum Residential Dwelling Units ("Maximum RDU's")</i>	4
1.2.29. <i>Multi-Family Buildings</i>	5
1.2.30. <i>Notice</i>	5
1.2.31. <i>Open Space</i>	5
1.2.32. <i>Outsourcing</i>	5
1.2.33. <i>Outsourced Work</i>	5
1.2.34. <i>Parcel</i>	5

1.2.35.	<i>Parks and Open Space Plan</i>	5
1.2.36.	<i>Parties</i>	5
1.2.37.	<i>Party</i>	5
1.2.38.	<i>Phase</i>	5
1.2.39.	<i>Prior Agreement</i>	5
1.2.40.	<i>Private Improvements</i>	5
1.2.41.	<i>Project</i>	5
1.2.42.	<i>Property</i>	5
1.2.43.	<i>Public Infrastructure</i>	6
1.2.44.	<i>Residential Dwelling Unit ("RDU")</i>	6
1.2.45.	<i>Street Regulating Plan</i>	6
1.2.46.	<i>Subdeveloper</i>	6
1.2.47.	<i>Subdivision</i>	6
1.2.48.	<i>Subdivision Application</i>	6
1.2.49.	<i>System Improvements</i>	6
1.2.50.	<i>Technical Standards</i>	6
1.2.51.	<i>Zoning</i>	6
2.	<u>Effect Of ARMDA</u>	6
3.	<u>Development Of The Project</u>	6
3.1.	Compliance with this ARMDA.....	6
3.2.	Land Uses within the Project, Configuration.....	6
3.3.	Design Standards and Technical Standards.....	7
3.4.	Maximum RDUs.....	7
3.4.1.	<i>Configuration of Maximum RDU's</i>	7
3.4.2.	<i>Transferable Development Rights</i>	7
3.4.2.1.	<i>Sending and Receiving Area Established</i>	7
3.4.2.2.	<i>Process for Importing and Accounting Transferable Residential Development rights</i>	7
3.4.2.3.	<i>Vested Residential Development Rights</i>	7
3.4.2.3.1.	<i>Initial Residential Development Rights</i>	7
3.4.2.3.2.	<i>Previously Transferred Residential Development Rights</i>	7
3.5.	Master Developer's Discretion.....	8
3.5.1.	<i>Concurrency Management of Future Development</i>	8
3.6.	Required Process.....	8
3.6.1.	<i>Approval Required Before Development</i>	8
3.6.2.	<i>Building Permits</i>	8
3.6.3.	<i>County and Other Governmental Agency Permits</i>	8
3.6.4.	<i>Fees</i>	9
3.6.5.	<i>County Cooperation and Approval</i>	9
3.6.6.	<i>Outsourcing of Processing of Development Applications</i>	9

3.6.6.1.	County Processing	9
3.6.6.2.	Timing.....	9
3.6.6.3.	Election/Cost Estimate	9
3.6.6.4.	Compliance with Applicable Codes.....	9
3.6.6.5.	Final Payment	10
3.6.6.6.	Acceptance of Outsourced Work	10
3.6.7.	Acceptance of Certifications Required for Development Applications	10
3.6.8.	Independent Technical Analysis for Development Applications	10
3.6.9.	Intent of One-Time Review.....	10
3.6.10.	County Denial of a Development Application.....	10
3.6.11.	Dispute Resolution	11
3.6.12.	County Denials of Development Applications Based on Denial from Non-County Agencies	11
3.6.13.	Construction Prior to Completion of Infrastructure	11
3.6.14.	Outsourcing of Inspections	11
3.6.14.1	County Processing.....	11
3.6.14.2.	Timing.....	11
3.6.14.3.	Election/Cost Estimate	11
3.6.14.4.	Compliance with Applicable Codes.....	12
3.6.14.5.	Final Payment	12
3.6.14.6.	Acceptance of Outsourced Work	12
3.7.	Parcel Sales	12
3.8.	Accounting for RDUs for Developments by Master Developer	12
3.9.	Development Report	13
3.9.1.	Ownership.....	13
3.9.2.	Maximum RDUs.....	13
3.9.3.	Units Previously Platted Under This ARMDA.....	13
3.9.4.	Ongoing Application Units	13
3.9.5.	Units Proposed to be Developed.....	13
3.9.6.	Units Transferred or Remaining	13
3.9.7.	Parks and Open Space	13
3.9.8.	Material Effects.....	13
3.10.	Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers	13
3.10.1.	Return of Unused RDUs.....	13
3.11.	Phasing.....	14
3.11.1.	Master Plan.....	14
3.11.2.	Concurrency.....	14
3.11.3.	Phasing Discretion.....	14
3.11.4.	Commercial/RDU Relationship.....	14
3.12.	Short-Term Rentals	14

3.13.	Mass Grading.....	14
3.14.	Eden Acres Connection.....	14
4.	<u>Zoning and Vested Rights</u>	14
4.1.	Vested Rights Granted by Approval of this ARMDA.....	14
4.2.	Exceptions.....	14
4.2.1.	<i>Master Development Agreement</i>	15
4.2.2.	<i>State and Federal Compliance</i>	15
4.2.3.	<i>Codes</i>	15
4.2.4.	<i>Taxes</i>	15
4.2.5.	<i>Fees</i>	15
4.2.6.	<i>Compelling, Countervailing Interest</i>	15
4.3.	Reserved Legislative Powers <i>Master Plan</i>	15
4.4.	Intended Uses	15
5.	<u>Term of Agreement</u>	16
6.	<u>Application Under County's Future Laws</u>	16
7.	<u>Tax Benefits</u>	16
8.	<u>Public Infrastructure</u>	16
8.1.	Construction by Master Developer.....	16
8.1.1.	<i>Security for Public Infrastructure</i>	16
8.1.2.	<i>Bonding for Landscaping</i>	16
8.2.	Dedication of Public Improvements	16
8.3.	Snow Removal	17
9.	<u>Upsizing/Reimbursements To Master Developer</u>	17
9.1.	Upsizing	17
9.2.	Dispute Resolution.....	17
10.	<u>Parks, Trails, and Open Space</u>	17
10.1.	Parks and Open Space Plan	17
10.2.	Contributions for Parks, Trails and Open Space	17
11.	<u>Default</u>	17
11.1.	Notice	17
11.2.	Contents of the Notice of Default.....	18
11.2.1.	<i>Specific Claim</i>	18
11.2.2.	<i>Applicable Provisions</i>	18
11.2.3.	<i>Materiality</i>	18
11.2.4.	<i>Optional Cure</i>	18
11.2.5.	<i>Dispute Resolution</i>	18
11.3.	Remedies	18
11.3.1.	<i>Law and Equity</i>	18
11.3.2.	<i>Security</i>	18
11.3.3.	<i>Future Approvals</i>	18

11.3.3.1.	<i>Essential Systems</i>	18
11.3.3.2.	<i>Master Developer Defaults</i>	18
11.3.3.3.	<i>Defaultss of Subdevelopers or Assignees</i>	18
11.3.3.4.	<i>Reimbursement</i>	19
11.4.	<i>Public Meeting</i>	19
11.5.	<i>Emergency Defaults</i>	19
11.6.	<i>Extended Cure Period</i>	19
11.7.	<i>Default of Assignee</i>	19
12.	<u>Dispute Resolution</u>	19
12.1.	<i>Meet and Confer regarding Development Application Denials</i>	19
12.2.	<i>Mediation of Disputes</i>	19
12.2.1.	<i>Issues Subject to Mediation</i>	19
12.2.2.	<i>Mediation Process</i>	19
12.3.	<i>Arbitration of Disputes</i>	20
12.3.1.	<i>Issues Subject to Arbitration</i>	20
12.3.2.	<i>Mediation Required Before Arbitration</i>	20
12.3.3.	<i>Arbitration Process</i>	20
12.4.	<i>District Court</i>	20
13.	<u>Notices</u>	20
13.1.	<i>Effectiveness of Notice</i>	21
13.1.1.	<i>Hand Delivery</i>	21
13.1.2.	<i>Electronic Delivery</i>	21
13.1.3.	<i>Mailing</i>	21
14.	<u>Administrative Modifications</u>	21
14.1.	<i>Allowable Administrative Applications</i>	21
14.1.1.	<i>Infrastructure</i>	21
14.1.2.	<i>Minor Amendment</i>	21
14.2.	<i>Application to Administrator</i>	22
14.3.	<i>Administrator's Review of Administrative Modification</i>	22
14.3.1.	<i>Referral as Amendment</i>	22
14.4.	<i>Appeal of Administrator's Denial of Administrative Modification</i>	22
15.	<u>Amendment</u>	22
15.1.	<i>Who May Submit Modification Applications</i>	22
15.2.	<i>Modification Application Contents</i>	22
15.2.1.	<i>Identification of Property</i>	22
15.2.2.	<i>Description of Effect</i>	22
15.2.3.	<i>Identification of Non-County Agencies</i>	22
15.2.4.	<i>Map</i>	22
15.2.5.	<i>Proposed Text</i>	22
15.3.	<i>Fee</i>	22

15.4. County Cooperation in Processing Modification Applications	22
15.5. Planning Commission Review of Modification Applications	23
15.5.1. Review	23
15.5.2. Recommendation	23
15.6. Commission Review of Modification Application	23
15.7. Commission’s Objections to Modification Applications	23
16. <u>Estoppel Certificate</u>	23
17. <u>Attorney’s Fees</u>	23
18. <u>Headings</u>	23
19. <u>No Third-Party Rights / No Joint Venture</u>	23
20. <u>Assignability</u>	23
20.1. Sale of Lots	23
20.2. Related Entity	24
20.3. Notice	24
20.4. Time for Objection	24
20.5. Partial Assignment	24
20.6. County Objection	24
20.7. Dispute Resolution	24
20.8. Assignees Bound by MDA	24
20.9. Recorded Notice	24
21. <u>Binding Effect</u>	25
22. <u>No Waiver</u>	25
23. <u>Further Documentation</u>	25
24. <u>Severability</u>	25
25. <u>Force Majeure</u>	25
26. <u>Time Is Of The Essence</u>	25
27. <u>Appointment Of Representatives</u>	25
28. <u>Rights Of Access</u>	25
29. <u>Mutual Drafting</u>	26
30. <u>Applicable Law</u>	26
31. <u>Venue</u>	26
32. <u>Entire Agreement</u>	26
33. <u>Conflicts</u>	26
34. <u>Recordation and Running With The Land</u>	26
35. <u>Enforcement</u>	26
36. <u>Authority</u>	26
TABLE OF EXHIBITS	27
SIGNATURES	28-29

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EDEN CROSSING**

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ~~7th~~ 21st of October, 2025, by and between Weber County, a political subdivision of the State of Utah; and Eden Crossing, LLC, a Utah limited liability company (Master Developer).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns or is under contract to own and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Street Regulating Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Intended Uses as defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the Parties to be consistent with CLUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- H. The County Commission has reviewed this ARMDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the County based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the County have cooperated in the preparation of this ARMDA.
- L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this ARMDA.
- M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2025).

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~~M.~~

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

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

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

Q. The County’s entry into this ARMDA is authorized by the adoption of Ordinance # [REDACTED] on October 7~~—~~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 – F are hereby incorporated into this ARMDA.

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

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

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

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

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

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

- 1.2.18. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, Design Review, Conditional Use Permit or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.19. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.20. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.21. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 12.
- 1.2.22. **Exceptions from County Standards** means the modifications to or from the County's current engineering and design requirements provided in the Design Standards and the Technical Standards of this Agreement. If there is any conflict between the Design Standards or the Technical Standards and the current County standards, the Design Standards and the Technical Standards shall control.
- 1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2025), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.24. **Home Owner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.25. **Hotel** means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service as well as related ancillary uses including, but not be limited to, conference and meeting rooms, restaurants, reception centers, and recreational facilities.
- 1.2.26. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Zoning as modified in the Design Standards
- 1.2.27. **Master Developer** means the Eden Crossing, LLC, which owns or is under contract to own the Property.
- 1.2.28. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of Three hundred (300) Residential Dwelling Units.

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

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

~~1.2.32.~~1.2.31. **Open Space** means that definition as found in the County's Vested Laws as may be modified in the Design Guidelines.

~~1.2.33.~~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.

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

~~1.2.35.~~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.

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

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

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

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

~~1.2.40.~~1.2.39. **Prior Agreements** means any and all prior development agreements with the County or conditional use permits pertaining to the general development layout of the Property, including: a "Development Agreement for Eden Crossing" dated as of December 21, 2023, which is recorded as Entry # 3309479.

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

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

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

~~1.2.44~~~~1.2.43~~. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading, drainage, and backbone utilities.

~~1.2.45~~~~1.2.44~~. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose. An RDU does not include a Hotel room or suites unless the suite is definable as a residential dwelling pursuant to County Vested Laws.

~~1.2.46~~~~1.2.45~~. **Street Regulating Plan** means the general layout of the types and areas of development of the Project pursuant to Section 104-22-8 of the Code.

~~1.2.47~~~~1.2.46~~. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

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

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

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

~~1.2.51~~~~1.2.50~~. **Technical Standards** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County’s Vested Laws as specified in Exhibit “D”.

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

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

3. **Development of the Project.**

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

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

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

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

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

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

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

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

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

3.4.2.3.1. **Initial Residential Development Rights.** The initial number of RDUs allowed on the Property, pursuant to Section 104-22-11(b)(1), was nine (9).

3.4.2.3.2. ***Previously Transferred Residential Development Rights.*** One hundred seventy-four (174) RDUs have been previously transferred to the Property as provided in that document titled “Notice of Transferred Residential Development Rights” recorded in the office of the Weber County Recorder as Entry #3346589.

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

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

3.6. **Required Process.**

3.6.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

3.6.2. ***Building Permits.*** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed to the level required by the County’s Vested Laws the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once there is water necessary for fire protection and any required street is constructed to a level that supports all of the fire authority’s fire apparatuses. Except as provided in the County’s Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.

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

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

- 3.6.10. **County Denial of a Development Application.** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this ARMDA, the Street Regulating Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.6.11. **Dispute Resolution.** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. **County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. **Construction Prior to Completion of Infrastructure.** Master Developer may apply for and obtain building permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses pursuant to the County's Vested Laws prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.
- 3.6.14. **Outsourcing of Inspections.**
- 3.6.14.1. County Processing. The provisions of Section 3.6.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.14.2. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.6.14.3. Election/Cost Estimate. If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the

Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.

- 3.6.14.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.14.5. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding 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.

~~3.9.3.8.~~ 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.

~~3.10.3.9.~~ **Development Report.** With any Development Application, Master Developer shall file a Development Report showing:

~~3.10.1.3.9.1.~~ **Ownership.** *Ownership* of the portion of the Property subject to the Development Application;

~~3.10.2.3.9.2.~~ **Maximum RDUs.** The Maximum RDUs allowed by this ARMDA;

~~3.10.3.3.9.3.~~ **Units Previously Platted Under This ARMDA.** The number of RDUs previously platted pursuant to this MDA and their percentage of the Maximum RDUs;

~~3.10.4.3.9.4.~~ **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;

~~3.10.5.3.9.5.~~ **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;

~~3.10.6.3.9.6.~~ **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer pursuant to this ARMDA and their percentage of the Maximum RDUs; and

~~3.10.7.3.9.7.~~ **Parks and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space together with all of their respective percentage of totals proposed in the Parks and Open Space Plan; and

~~3.10.8.3.9.8.~~ **Material Effects.** Any material effects of the sale on the Street Regulating Plan.

~~3.11.3.10.~~ **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the County a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Master Developer and Master Developer and any material effects of the sale on the Street Regulating Plan.

~~3.11.1.3.10.1.~~ **Return**

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

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

~~3.12.~~

~~3.12.1.~~**3.11.1. Street Regulating Plan and Parks and Open Space Plan Compliance.** The Development Application for any Phase shall comply with the Street Regulating Plan and the Parks and Open Space Plan.

~~3.12.2.~~**3.11.2. Concurrency.** The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for and provide for future access and infrastructure connectivity and compatibility with future phases including the temporarily dead-end street provisions in County Vested Laws

~~3.12.3.~~**3.11.3. Phasing Discretion.** Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

~~3.12.4.~~**3.11.4. Commercial/RDU Relationship.** Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly higher rate to single-family units.

~~3.13.~~**3.12. Short-Term Rentals** Master Developer may designate up to eight (8) RDUs for short term rentals. None of the short term rental units shall be located in the single family units in the newly rezoned area, as illustrated on Exhibit "B" of Ordinance #2025-_____.

~~3.14.~~**3.13. Mass Grading.** Subject to the objective standards in the Design Standards, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project without obtaining any permits from the County. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Street Regulating Plan.

3.14. Eden Acres Connection. At the street connection to the existing 2625 North Street, Master Developer shall install an emergency access gate or removable bollards. The gate or removable bollards shall be situated in a manner that obstructs typical vehicle passage but freely allows pedestrian and

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bicycle passage. The gate or bollards shall be approved by the local fire authority and be equipped with a Knox Box or similar as determined by the local fire authority and County Engineer. The Parties agree that the County shall have full right-of-way control over the placement and existence of the gate or bollards.

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3.15. **Hotel Location.** No portion of the Hotel that exceeds twenty feet (20') in height shall be located within two hundred feet of the right of way of Highway 166.

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 1.2.10 are subject to only the following exceptions:

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

jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2025).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2025)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

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

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

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

8. **Public Infrastructure.**

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

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

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

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

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

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

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

9.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Process.

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

10.1. **Parks and Open Space Plan.** All aspects of the parks and open space for the Project shall be as specified in the Parks and Open Space Plan, Exhibit “C”.

10.2. **Contribution for Parks, Trails and Open Space.** On or before the issuance of a certificate of occupancy for a hotel that may be built in the Project or the issuance of the 101st building permit for an RDU or the issuance of a building permit for the 30,001st square feet of a non-residential use whichever may come first, Master Developer shall contribute to the County One Million Dollars (\$1,000,000.00) to be used in the discretion of the County or any subsequent governing authority only for the ~~creation of, or improvements of, parks, trails, open space or other~~ publicly owned ~~capital~~ buildings, sidewalks, roads, utilities or other similar improvements in the general area of the Project. This contribution shall not be used for the operating expenses of any public entity nor for any parks or trails.

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

12.2. **Mediation of Disputes.**

12.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 12.3 shall be mediated.

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

12.3. **Arbitration of Disputes.**

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

12.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the Parties shall first attempt mediation as specified in Section 12.2.

12.3.3. **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the Parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the

arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that the County's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County or Applicant to pay the arbitrator's fees.

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

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

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

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

To County: Weber County
Attn: Commission Chair
2380 Washington Blvd
Ogden, UT 84401

With a Copy to: Weber County
Attn: Deputy County Attorney
2380 Washington Blvd
Ogden, UT 84401
[Chris.Crockett](mailto:Chris.Crockett@webercountyutah.gov)

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.

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

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

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

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

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

15.2.1 **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 MDA using a redline format that allows for easy identification of the proposed text.
- 15.3 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.
- 15.4 **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
- 15.5 **Planning Commission Review of Modification Applications**
- 15.5.1 **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 14.2.
18. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

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

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

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

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

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

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

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

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

or elsewhere; or, if the provisions of Section 20.9 have not been complied with.

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

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

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

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

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

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

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

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

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

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

28. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

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

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

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

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

33. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are expressly modified by this ARMDA (including any written provision in all exhibits thereto). For any conflict between Exhibits C – F and this ARMDA, this ARMDA shall prevail. For any conflict among Exhibits C, D and E and each other, the most restrictive for Master Developer shall apply. The Parties acknowledge that the graphic depiction of the Project provided in Exhibits B, C, and D-1 are conceptual. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

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

35. **Enforcement.** A violation of this ARMDA constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal subject to the provisions of Section 11. A violation of the County's Vested Laws constitutes a violation of this ARMDA and the County shall have all enforcement remedies herein at its disposal subject to the provisions of Section 11.

36. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMDA lawfully binding the County pursuant to Ordinance No. [REDACTED] adopted by the County Commission on October 7—21 2025.

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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Graphic Depiction of the Property
Exhibit "C"	Parks and Open Space Plan
Exhibit "D"	Technical Standards
Exhibit "E"	Design Standards
Exhibit "F"	County's Vested Laws

[signatures on following pages]

COUNTY

WEBER COUNTY

_____, Commission Chair

ATTEST

County ~~Recorder~~ 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

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

NOTARY PUBLIC

Exhibit "A"
Legal Description of the Property

EDEN CROSSING BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 34 & THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER BEING LOCATED SOUTH 89°50'04" EAST 671.28 FEET ALONG SAID NORTH SECTION LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 34; RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°50'04" EAST 198.79 FEET; THENCE NORTH 01°05'01" EAST 369.17 FEET TO THE SOUTH LINE OF THE UNITED STATES OF AMERICA CANAL; THENCE ALONG THE SOUTH LINE OF SAID CANAL NORTH 85°37'40" EAST 452.19 FEET; THENCE SOUTH 01°05'01" WEST 404.95 FEET TO SAID NORTH SECTION LINE; THENCE ALONG SAID SECTION LINE NORTH 89°50'04" WEST 1.92 FEET; THENCE SOUTH 00°45'20" WEST 361.50 FEET; THENCE SOUTH 89°49'56" EAST 342.28 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 2625 NORTH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT 64.83 FEET, HAVING A CENTRAL ANGLE OF 67°32'03", CHORD BEARS SOUTH 02°36'14" EAST 61.14 FEET; THENCE SOUTH 53°37'53" WEST 30.00 FEET; THENCE SOUTH 14°22'37" WEST 526.29 FEET; THENCE SOUTH 07°46'50" WEST 249.88 FEET; THENCE SOUTH 89°50'05" EAST 3.19 FEET; THENCE SOUTH 02°06'15" WEST 80.31 FEET; THENCE NORTH 89°40'31" WEST 168.11 FEET; THENCE SOUTH 00°59'53" WEST 149.81 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 162; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) ALONG THE ARC OF A 528.34 FOOT RADIUS CURVE TO THE LEFT 121.81 FEET, HAVING A CENTRAL ANGLE OF 13°12'36", CHORD BEARS NORTH 53°10'14" WEST 121.54 FEET; (2) NORTH 45°11'43" WEST 40.33 FEET; (3) NORTH 68°47'51" WEST 37.69 FEET; (4) NORTH 83°49'42" WEST 40.57 FEET; (5) ALONG THE ARC OF A 528.34 FOOT RADIUS CURVE TO THE LEFT 161.10 FEET, HAVING A CENTRAL ANGLE OF 17°28'13", CHORD BEARS NORTH 80°53'37" WEST 160.48 FEET; (6) NORTH 88°58'38" WEST 304.25 FEET; THENCE NORTH 01°36'13" EAST 1280.09 FEET TO THE POINT OF BEGINNING. CONTAINING 28.706 ACRES.

Exhibit "C" Parks and Open Space Plan

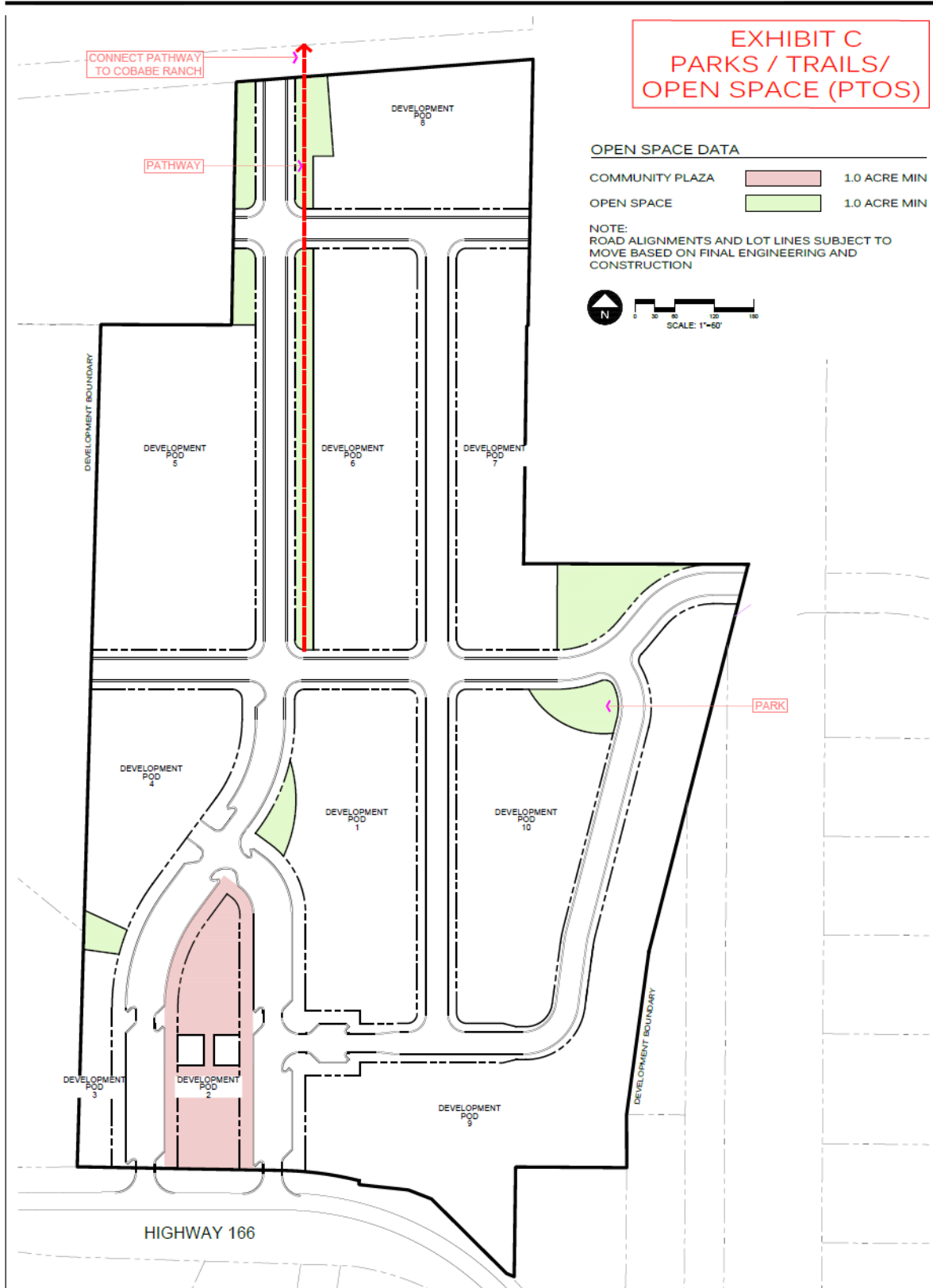


Exhibit "D"
Technical Standards

~~[Sent by separate email]~~ [On Following Pages](#)

EXHIBIT D-1
TECHNICAL STANDARDS

STREET CROSS SECTIONS

- 1

100' ROW
- 2

80' ROW
- 3

60' ROW
- 4

50' ROW

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

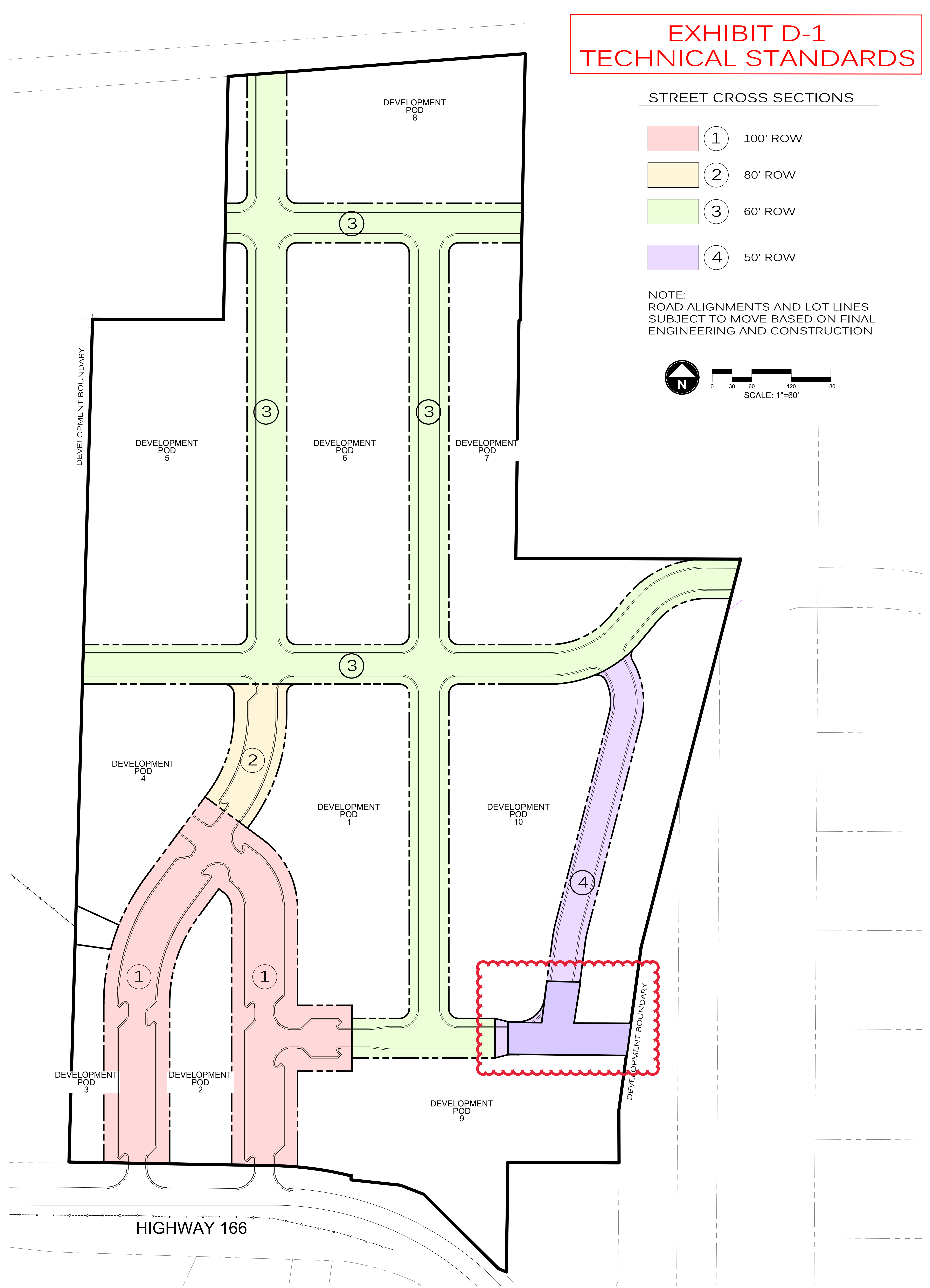
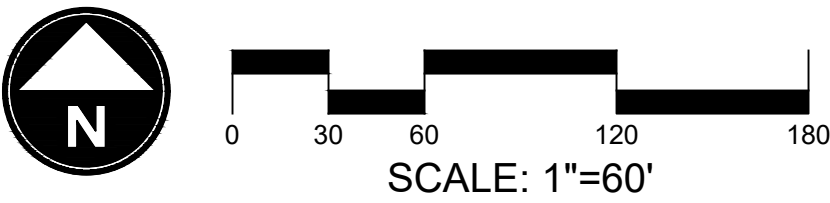
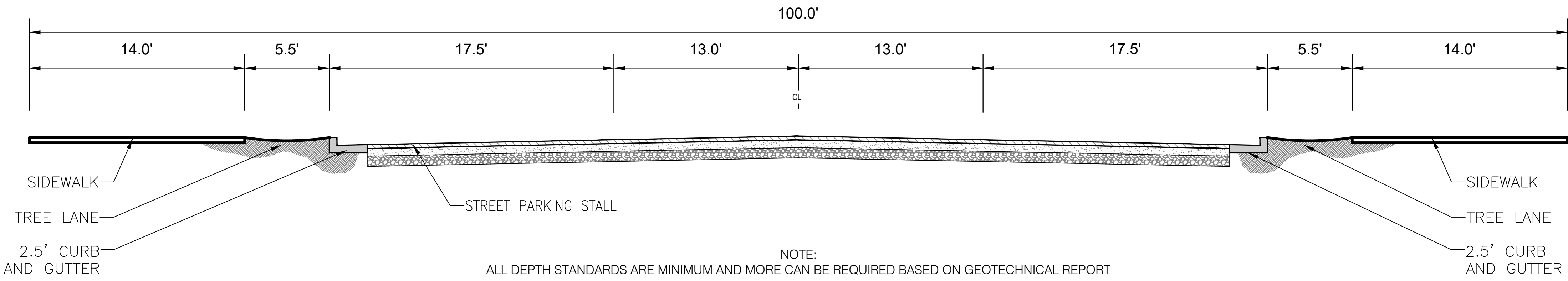
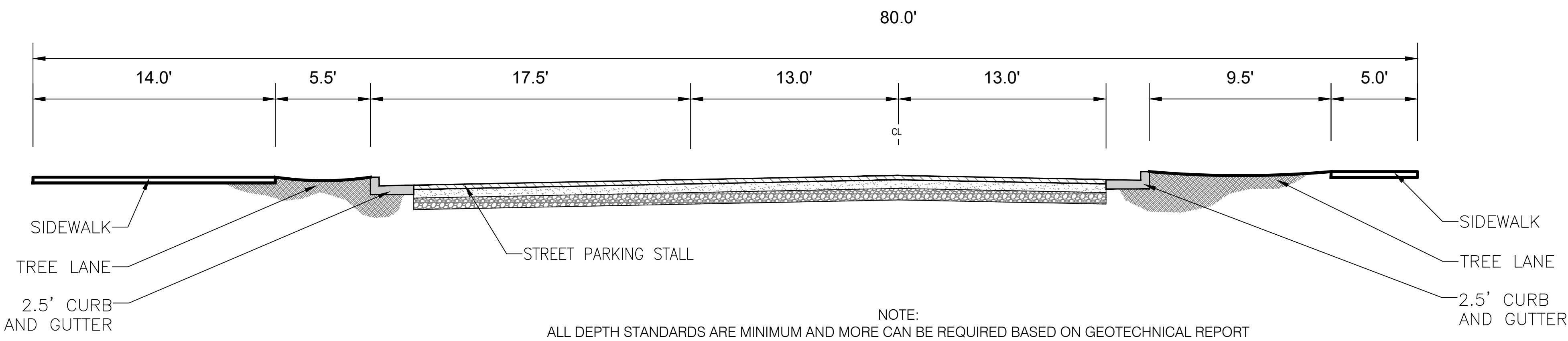


EXHIBIT D-2
TECHNICAL STANDARDS

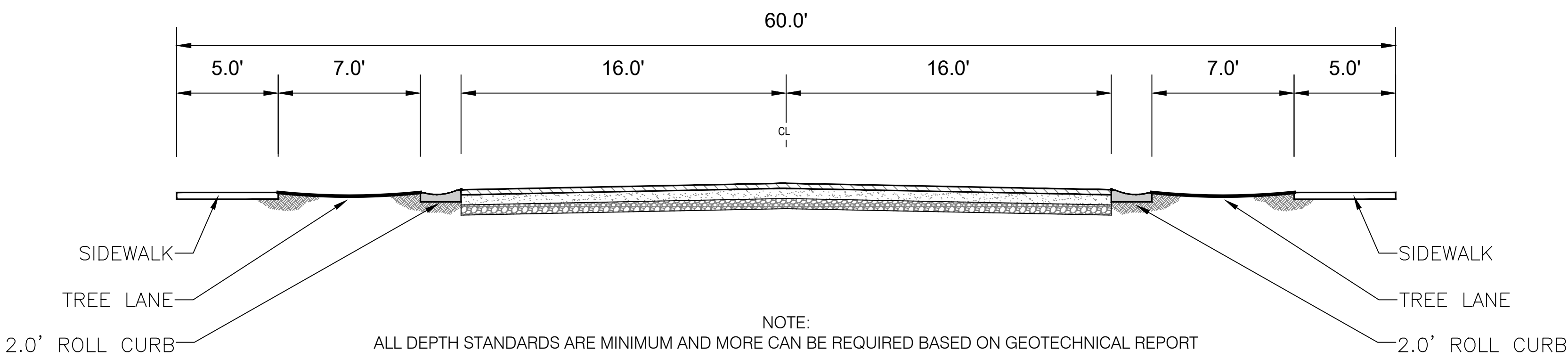
STREET CROSS SECTIONS



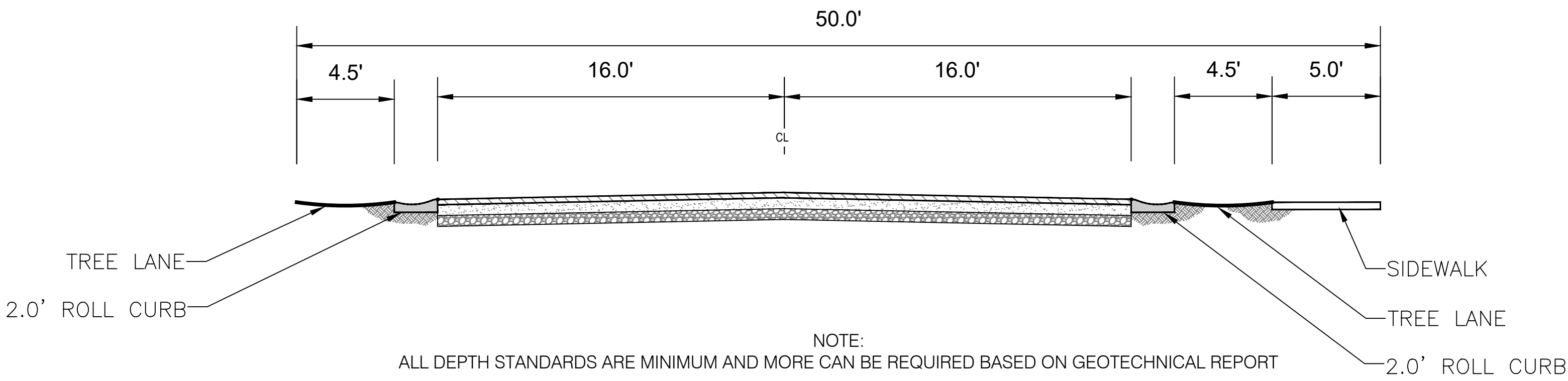
100' ROW - TYPICAL ROADWAY
NOT TO SCALE



80' ROW - TYPICAL ROADWAY
NOT TO SCALE



60' ROW - TYPICAL ROADWAY
NOT TO SCALE



50' ROW - TYPICAL ROADWAY
NOT TO SCALE

ROAD PROFILES

NOT TO SCALE

EXHIBIT E

| [\[On Following Pages](#)~~sent by separate email]~~

EXHIBIT E
EDEN CROSSING
DESIGN STANDARDS

INTENDED USES TABLE

The following table displays the uses permitted, conditionally permitted, or not permitted in the Project. The letter "P" indicates a permitted use. The letter "C" indicates a use that requires a conditional use permit, as governed by Title 108, Chapter 4. The letter "N" indicates a use that is prohibited. The "Mix Use Commercial (MUC)" section applies to land uses within the area depicted on the Master Plan for Mix Use Commercial, the "Multifamily Residential (MFR)" section applies to the land uses within the area depicted on the Master Plan for Multifamily Residential, the "Small Lot Residential SLR)" section applies to the land uses within the area depicted on the Master Plan for Small Lot Residential, and the "Medium Lot Residential (MLR)" section applies to the land uses within the area depicted on the Master Plan for Medium Lot Residential.

LAND USE TABLE						
Code	Description	Use	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)
104-22-3.040	Amusement, Entertainment, and Recreational Uses	<i>Amphitheater.</i> An outdoor open-air amphitheater with raising rows of spectator seating used for entertainment and performance.	P	P	N	N
104-22-3.070	Government and Institutional Uses	<i>Public Recreation or Community Center.</i> A recreation or community center owned and operated by a public entity.	P	P	P	P
104-22-3.080	Office Uses	<i>Agency.</i> An agency for real estate, travel, property rental or management, insurance detective, employment or similar based on frequency of visiting clientele.	P	P	N	N
		<i>Bank or financial institution.</i> A bank or other financial	P	P	N	N

		institution.				
		<i>Medical or dental office.</i> A medical or dental office for routine out-patient care.	P	P	N	N
		<i>Office, generally.</i> Office or studio space for office or studio uses not otherwise listed herein, in which goods or merchandise are not commercially created, exchanged or sold, and that operates with typical office equipment in a relatively quiet and nonintrusive manner.	P	P	N	N
104-22-3.100	Sales with Retail Storefront	<i>General retail sales.</i> The sales of large items as qualified in Section 104-22-4.	P	P	N	N
104-22-3.110	Sales Typically without Retail Storefront	<i>Christmas tree sales.</i> The temporary siting of an outdoor Christmas tree sales establishment.	P	P	N	N
104-22-3.140	Utility Uses	<i>Public utility substation.</i>	P	P	N	N
		<i>Wastewater treatment or disposal facilities.</i>	P	P	P	P
		<i>Water treatment or storage facility.</i>	P	P	P	P

SPECIAL REGULATIONS				
Code	Description		Code Language	Special Provisions
104-22-4.010(c)	Special Regulations, Generally	Perpetual building maintenance agreement.	Other than single-family dwellings and their accessory buildings, when a building is set back less than ten feet from a property line, a perpetual building maintenance agreement is required between the building owner and the affected adjacent property owner, which shall allow for construction and maintenance of the side or rear of a commercial building.	Perpetual building maintenance agreement not required.

104-22-4.020(m)	Special Regulations for Specific Uses	Office Uses.	A use listed in the “office uses” table may only be located above or behind first-floor street-level commercial space, reserving the street frontage for first-floor street- level commercial space.	Any office use may occupy first floor street level with no restrictions.
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LOT DEVELOPMENT STANDARDS									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-5(a)	Lot area	No Minimum	No Minimum	No Minimum	No Minimum	3,000 Square Feet	No Minimum	8,000 Square Feet	8,000 Square Feet
104-22-5(b)	Lot Width and frontage	12 Feet	10 Feet	12 Feet	10 Feet	30 Feet	30 Feet	50 Feet	40 Feet
104-22-5(c)	Front lot line and street setback	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	No minimum, maximum 5 Feet, or 20' Feet if providing public dining or gathering space.	5 Feet	5 Feet	20 Feet	15 Feet
104-22-5(d)	Side lot line setback	No Minimum	No Minimum	No Minimum	No Minimum	5 Feet	May be less than 5 Feet if the total separation between structures equals 10 Feet.	10 Feet	May be less than 5 Feet if the total separation between structures equals 10 Feet.
104-22-5(e)	Rear lot line setback	No Minimum	No Minimum	No Minimum	No Minimum	5 Feet	5 Feet	20 Feet	10 Feet

104-22-5(f)	Lot coverage	No Maximum	No Maximum	No Maximum	No Maximum	80% Maximum	80% Maximum	50% Maximum	70% Maximum
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BUILDING DESIGN STANDARDS BY STREET TYPE									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-6.010(a)	Height	40 feet except 35 feet and no more than two stories for any part of a building within 30 feet of a public street right-of-way.	Minimum 25 Feet, Maximum 50 Feet but 40' Maximum (two stories) off of Hwy 162. ^{^within 200 feet}	40 feet except 35 feet and no more than two stories for any part of a building within 30 feet of a public street right-of-way.	Minimum one story, Maximum 50 Feet		Minimum one story, Maximum 35 Feet		Minimum one story, Maximum 35 Feet
104-22-6.010(b)	Building or use area	Maximum 10,000 Square Feet Footprint	Maximum 20,000 Square Feet Footprint	Maximum 10,000 Square Feet Footprint	Maximum 20,000 Square Feet Footprint	No Maximum	No Maximum building footprint	No Maximum	No Maximum building footprint
104-22-6.010(c)	First floor building standards	30 inches maximum	None, 0 Inches, vertical distance of first floor's surface from streets sidewalk.	5 feet minimum except 30 inches for building area that is used for commercial purposes	Minimum 18 Inches, vertical distance of first floor's surface from streets sidewalk.	Not applicable	Not applicable	Not applicable	Not applicable

104-22-6.010(c)	First floor building standards, height	Minimum 15 Feet	Minimum 11 Feet	10 Feet, Minimum 15 Feet for commercial	10 Feet, Minimum 11 Feet for commercial	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(d)	Transparent fenestration requirement, first floor	Street facing 70%, alley facing 40%	Street facing 30%, alley facing 0%	Street facing 70% for commercial facade, 30% for residential, alley facing 40%	Street facing 30% for commercial facade, 25% for residential, alley facing 0%	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(d)	Transparent fenestration requirement, second floor	Street facing 40%, alley facing 40%	Street facing 0%, alley facing 0%	Street facing 40%, alley facing 40%	Street facing 0% for commercial, 0% for residential, alley facing 0%	Not applicable	Not applicable	Not applicable	Not applicable
104-22-6.010(e)	Entrance requirements	Entrance shall be recessed no less than 5 Feet from the building's facade	Entrance shall be recessed no less than 3 Feet from the building's facade	Entrance shall be recessed no less than 5 Feet from the building's facade	Entrance shall be recessed no less than 3 Feet from the building's facade	Not applicable	Not applicable	Not applicable	Not applicable

STREET TYPES AND STREET DESIGN					
Code	Description	Mix Use Commercial (MUC)	Multifamily Residential (MFR)	Small Lot Residential (SLR)	Medium Lot Residential (MLR)
104-22-7.010	General street	See Technical Standards on Exhibit D			

	design and right of way cross sections	
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PARKING AND INTERNAL BLOCK ACCESS									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-9(a)	Parking required	Each application for development shall include a parking plan that demonstrates that sufficient parking will be provided by the on-street parking immediately fronting the lot or an off-street parking lot or garage within 1000 feet of the building. On-street parking not	Sufficient parking will be provided within 3,000' of the building. Includes on street, off street parking lot or garage. Parking requirements for the commercial portions of mixed use buildings shall be based on the square footage of the actual useable retail area of the	Each application for development shall include a parking plan that demonstrates that sufficient parking will be provided by the on-street parking immediately fronting the lot or an off-street parking lot or garage within 1000 feet of the building. On-street parking not	Sufficient parking will be provided within 3,000' of the building. Includes on street, off street parking lot or garage.	Not applicable	Not applicable	Not applicable	Not applicable

		adjacent to the Lot's street-frontage shall not be counted.	commercial space and shall not include such areas as closets, storage spaces and/or bathrooms.	adjacent to the Lot's street-frontage shall not be counted.					
104-22-9(b)	Employee and residential parking	On-street parking shall not be included toward minimum parking needed for employees or for any residential use. Employee parking and the minimum required residential parking shall be located off-street within the same Street-Block as the use.	On street parking shall be included toward minimum parking needed for employees or for any residential use.	On-street parking shall not be included toward minimum parking needed for employees or for any residential use. Employee parking and the minimum required residential parking shall be located off-street within the same Street-Block as the use.	On street parking shall be included toward minimum parking needed for employees or for any residential use.	Not applicable	Not applicable	Not applicable	Not applicable
104-22-9(c)	Parking lot surface	All parking lots shall be hard-surface asphalt or concrete, or	Temporary parking can be constructed with	All parking lots shall be hard-surface asphalt or concrete, or	Temporary parking can be constructed with	Not applicable	Not applicable	Not applicable	Not applicable

		other improved surface otherwise approved by the County Engineer and local fire authority.	compacted road base. Areas used for parking that are located on a future development site.	other improved surface otherwise approved by the County Engineer and local fire authority.	compacted road base. Areas used for parking that are located on a future development site.				
104-22-9(f)	Parking lot trees	A surface parking lot shall have one tree for each four parking spaces, and a five-foot wide landscape planting area that runs the depth of the parking row shall be located at each end of a parking row.	Trees are not required to be installed on temporary parking lots.	A surface parking lot shall have one tree for each four parking spaces, and a five-foot wide landscape planting area that runs the depth of the parking row shall be located at each end of a parking row.	Trees are not required to be installed on temporary parking lots.	Not applicable	Not applicable	Not applicable	Not applicable

APPLICABILITY									
Code	Description	Mix Use Commercial (MUC)		Multifamily Residential (MFR)		Small Lot Residential (SLR)		Medium Lot Residential (MLR)	
		Current	New	Current	New	Current	New	Current	New
104-22-2(e)(4)	Street Type	Not applicable	Not applicable	A multi-family residential	Offset by half a story from the	Not applicable	Not applicable	Not applicable	Not applicable

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

Mass grading is a permitted use requiring a land use permit provided compliance with the following minimum standards and regulations. Otherwise, mass grading 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.

- Application Submittal Requirements:
 - Grading and drainage plans, illustrating existing topography and the proposed pre-development rough topography using no greater than two-foot topographic contours.
 - The plan shall show the dirt and mud knock off area and vehicle wash facility, as further described below.
 - Dust mitigation plan.
 - Revegetation plan and financial assurance necessary to execute the revegetation plan.
 - A means of ensuring that Highway 158’s pathway remains open and passable to the minimum standards of the Americans with Disabilities Act throughout the duration of the work.
- Approval Standards
 - No excavation, grading, or extraction shall occur below the development’s intended rough grade.
 - The dust mitigation plan shall be implemented. The dust mitigation shall be in accordance with best practices and, at a minimum, provide for the following:
 - Water truck or other reasonably simple means of ground-surface moistening.
 - Routine watering schedule.
 - A commitment to control airborne dust from the site immediately after gaining knowledge of it.
 - Ground coverings of disturbed areas or other reasonable means of keeping dust from becoming airborne.
 - There shall be a dirt and mud knock off area where vehicles will be exiting the site along with a vehicle wash facility. All vehicles must be sprayed down before entering a public ROW.
 - Applicant or operator shall take all precautions necessary to minimize dirt and mud from being tracked onto the public right-of-way. If dirt or mud is tracked onto the public right-of-way, the applicant or operator shall clean off the roadway immediately after gaining knowledge it. If this requires specialty equipment or vehicles, such as a street sweeper, applicant or operator shall have such equipment or vehicles on standby within three miles of the site to help facilitate immediate cleanup.
 - Noxious weeds shall be removed from the site prior to any significant grading work, and the site shall remain free of noxious weeds throughout the work.
 - Hours of operation shall be limited to 8AM to 6PM, Monday through Saturday.
 - At the completion of the work, all areas of disturbed earth that is not a part of the Project’s improvements shall be hydroseeded with a native grassy seed mix covered with straw mats in accordance with best practices.

Minimum Standards for Public Utility Substations and Water Storage Reservoirs

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

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

Exhibit “F”
County’s Vested Laws

[On Following Pages]