



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

APPLICATION INFORMATION

Application Request: To consider and take action on a request to amend the Weber County zone map to rezone approximately 5.0 acres from the CVR-1 zone to the FR-3 zone at approximately 947 East Old Snowbasin Road.

Agenda Date: Tuesday, June 29, 2021

File Number: ZMA 2021-01

PROPERTY INFORMATION

Approximate Address: 947 East Highway 39, Huntsville (Unincorporated Weber County)

Zoning: The property is currently zoned CVR-1

Existing Land Use: Vacant

Proposed Land Use: Residential (FR-3 zone)

Township, Range, Section: T5N, R1W, Section 23

ADJACENT LAND USE

North: Residential	South: Residential
East: Underdeveloped Residential	West: Residential

STAFF INFORMATION

Report Presenter: Charles Ewert
cewert@webercountyutah.gov
801-399-8767

Report Reviewer: RG

Applicable Ordinances

§102-5: Rezoning Procedures
§104-11: Commercial Valley Resort Recreation Zone (CVR-1)
§104-17: Forest Residential Zone (FR-3)

Legislative Decisions

This is a legislative matter. When the Planning Commission has acted on a legislative matter, it was acting to make a recommendation to the Board of County Commissioners. There is wide discretion in making legislative decisions. Criteria for recommendations on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

Planning Commission Recommendation

The Planning Commission forwarded a positive recommendation to the County Commission for the rezone. However, their positive recommendation was only offered if the County Commission prohibit the use of the residences for short-term rentals, which would be governed through a development agreement. Their recommendation comes with the following findings:

Findings:

1. The Ogden Valley General Plan provides for a greater residential density on this property – as long as no new density is created. The proposal creates no new residential density than already entitled.
2. The proposed rezone will promote the health, safety, and general welfare of the Weber County public by offering more affordable lot sizes than surrounding zoning.
3. The proposed zone is more harmonious with surround land uses than the property's current zone.

Summary of Policy Alternatives

This item is an applicant-driven request to change approximately 3.22 acres from the CVR-1 zone to the FR-3 zone. The purpose of the rezone is to enable a residential subdivision of 13 lots for single-family dwellings.

Staff's recommendation to the Ogden Valley Planning Commission was to rezone the property without any development requirements above and beyond those already required by the FR-3 zone. However, the Ogden Valley Planning Commission was concerned that the FR-3 zone allows "nightly rentals," otherwise known as short-term rentals, and the impacts short-term rentals might have on the area.

The Ogden Valley Planning Commission's recommendation to the County Commission was in favor of the rezone as long as the applicant is willing to enter into a development agreement that prohibits the use of the resulting single-family dwellings as short-term rentals.

The applicant has rejected the idea of a development agreement that prohibits short-term rentals, and has instead offered a development agreement that strictly regulates short-term rentals.

Three options for rezone approval:

Because of the varied possibilities for a decision on this item, staff are offering the County Commission the following three alternatives for approving the rezone:

1. Approve the rezone only if the applicant will volunteer for a prohibition on short-term rentals (Planning Commission Recommendation). *If this alternative is favored, and the applicant becomes amenable to it, then the Commission should **table a decision** until an appropriate agreement can be drafted.*
2. Approve the rezone with a development agreement that strictly regulates short-term rentals and vests a specific concept development plan (Applicant's desired alternative). *If this alternative is favored, a development agreement (Attachment A) is ready to be approved, as is a rezone ordinance (Attachment B).*
3. Approve the rezone and rely on existing ordinances to govern development and use of the property (Staff's original recommendation to the Planning Commission). *If this alternative is favored, only Attachment B should be approved, with minor modifications removing references to a development agreement. Staff have that ordinance version prepared, but have not attached it to avoid creating unnecessary confusion.*

As always, the Commission can also deny the rezone or table pending further information or review.

Policy Analysis

A complete analysis of the rezone can be found in the Planning Commission staff report (Attachment C).

Attachments

Attachment A: Proposed Development Agreement
Attachment B: Proposed Rezone Ordinance
Attachment C: Planning Commission Staff Report

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

CW THE BASIN, LLC,

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Preliminary Plan

Attachment C: Landscaping Plan

Attachment D: Production Renderings

Table of Contents

DEVELOPMENT AGREEMENT 3

RECITALS 3

AGREEMENT 3

 1. Effective Date, Expiration, Termination. 3

 2. Definitions and Interpretation 4

 3. Project Description. 5

 4. Project Location and Illustration. 5

 5. Vesting. 5

 6. Use and Development Standards and Requirements. 6

 7. Amendments and Revisions..... 11

 8. Developer’s Option for Termination..... 12

 9. General Provisions. 12

 10. Notices. 13

 11. Default and Remedies..... 13

 12. Entire Agreement. 14

 13. Counterparts. 14

SIGNATORIES 16

Attachment A 18

Attachment A (Cont.) 19

Attachment B 20

Attachment C 21

Attachment D 22

DEVELOPMENT AGREEMENT

The Basin

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and CW The Basin, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as Huntsville. Key components of the Project include thirteen (13) detached single-family residential dwellings and appurtenant trailer parking; guest parking; and landscaping;

WHEREAS, The Developer's objective is to develop the Project to incorporate building and site designs that complement the character of the community and is financially successful;

WHEREAS, The County's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

WHEREAS, The Project is currently zoned CVR-1 and Developer desires to rezone the Project to the FR-3 zone consistent with the terms and provisions contained herein;

WHEREAS, Short-Term Rentals are an approved use in both the current CVR-1 zone and the FR-3 desired zone; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general location and layout of the Project is contained in **Attachment B**: Preliminary Plan. A landscape plan is contained in Attachment C: Landscape Plan, and initial architectural and design detail is contained in **Attachment D**: Production Renderings.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

- 1.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire; provided, however, the use standards and requirements established in Section 6.2 below shall survive said expiration and continue in full force and effect and run with the Project and Rental Properties.
- 1.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated pursuant to Section 8 of this Agreement. This Agreement

automatically terminates, without notice, in the following circumstances:

- 1.3.1. The term of this Agreement expires;
- 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
- 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 11 of this Agreement.

2. **Definitions and Interpretation.** For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent 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 be applicable to all genders whenever the sense 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

- 2.1. **Adjacent Property.** "Adjacent Property" means that existing subdivision located to the South and West of the Project.
- 2.2. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.3. **Association.** "Association" shall have the meaning given to such term in Utah Code Ann. §57-8a-102(2).
- 2.4. **County.** "County" means Weber County, Utah.
- 2.5. **Culinary Water Authority.** "Culinary Water Authority" means the Lakeview Water Corporation.
- 2.6. **Developer.** "Developer" means CW The Basin, LLC, or its Assignees as provided in Section 9 of this Agreement.
- 2.7. **Development Standards.** "Development Standards" means the requirements stated in Section 6 of this Agreement.
- 2.8. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.9. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.10. **Parties.** "Parties" means the Developer and the County.
- 2.11. **Project.** "Project" means The Basin subdivision as set forth in the Attachment B hereto.
- 2.12. **Project Association.** "Project Association" shall mean the Association established to govern the Project.

- 2.13. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.14. **Rental Properties.** "Rental Properties" shall mean and refer to any of the thirteen (13) detached single-family residential dwelling used as a Short-Term Rental, which has applied for and received a license to operate as a Short-Term Rental.
- 2.15. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.16. **Sanitary Sewer Authority.** "Sanitary Sewer Authority" means the Mountain Sewer Corporation.
- 2.17. **Short-Term Rental.** "Short-Term Rental" means the rental of a detached single-family residential dwelling for a period of less than thirty (30) days.
- 2.18. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.19. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Project Description.

Thirteen (13) detached single-family residential dwellings and appurtenant trailer parking; guest parking; and landscaping.

4. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B: Preliminary Plan and Attachment C: Landscape Plan, and Attachment D: Production Renderings, modified as necessary in accordance with this Agreement's Development Standards.

5. Vesting.

- 5.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.
- 5.2. Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted

uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

- 5.3.** The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 5.4.** The parties mutually acknowledge that any use lawfully established under vested laws or this Agreement continue to be subject to use standards and requirements established in Section 6.2 below and shall survive expiration or termination of this Agreement and continue in full force and effect and run with the Project and Rental Properties.

6. Use and Development Standards and Requirements.

- 6.1. Use of Property.** The use of the Project shall be limited to thirteen (13) detached single-family residential dwellings, which may be advertised and used for short-term rentals. The Parties agree that the conditional use requirements have been met upon execution of this Agreement. Therefore, the County, by use of its legislative authority, designates the use of short-term rentals on the Project Site as a permitted use, subject to the requirements of this agreement.
- 6.2. Short-Term Rentals.** The Parties expressly agree that Rental Properties are an allowed use within the Project, subject to the following conditions:
- 6.2.1. Project Association; Responsible Agent.** The Project Association shall appoint a "Responsible Agent" for the Rental Properties. The Responsible Agent shall: (i) be a professional property management company; (ii) on-call to manage the Project upon occupation thereof; (iii) respond, in person, if necessary, within sixty (60) minutes, or as soon as reasonably practicable, of request to address any reasonable complaints pertaining to the Rental Properties. Notwithstanding the foregoing, in no event shall the Responsible Agent be required to place himself or herself in a situation that could result in physical harm to the Responsible Agent, as determined by the Responsible Agent in its sole discretion, in order to address a complaint. The Project Association shall notify the County Planning Division within three (3) days of a modification to the Responsible Agent and shall provide the name, address, and telephone number of the newly appointed Responsible Agent.
- 6.2.2. Short-Term Rental Licensing Procedure.** Each Rental Property shall obtain a Short-Term Rental license from the County prior to commencing rental activities (the

“Rental License”). To apply for a Rental License, the applicant shall submit the following to the County: (i) proof of ownership of the detached single-family residential dwelling; (ii) copy of the site improvement plan applicable thereto; (iii) detailed floor plan; (iv) signed acknowledgement by the applicant owner and Responsible Agent that each has read this Section 6.2 and understand the licensing, operational standards, and violation and revocation provisions; (v) express consent from the Sanitary Sewer Authority and Culinary Water Authority authorizing the use of their services for a Rental Property, and (vi) payment of the application fee.

6.2.3. Taxes. Each owner, through the Responsible Agent of their Rental Property, is responsible to collect and remit all applicable State and local taxes. Owners who fail to collect and remit applicable taxes due and owing to the County shall not be eligible for license renewal.

6.2.4. Short-Term Rental Operational Standards.

6.2.4.1. Information Dissemination. The owner of a Rental Property shall post the following information in a prominent and visible location on the detached single-family residential dwelling: (i) Short-Term Rental license number; (ii) contact information for the Rental Property owner and Responsible Agent; (iii) Rental Property’s maximum occupancy; (iv) Project parking plan including the maximum number of vehicles allowed to be parked on the Rental Property and applicable parking rules for the Project; (v) description of the location of fire extinguishers and emergency egress routes; (vi) good neighbor requirements regarding noise, parking, trash pickup, and fire restrictions; (vii) current fire restriction information as disseminated through the Weber County Fire District’s website; and (viii) any other information deemed necessary by the reviewing agencies in order to ensure the public’s health and safety.

6.2.4.2. Street Addressing. Each Rental Property shall have its assigned street address posted externally in a conspicuous location where it can be easily viewed day or night from the adjacent access way.

6.2.4.3. Advertising. As provided in Utah Code Ann. §17-50-338, the following advertising requirements are not intended to prohibit an individual from listing a detached single-family residential dwelling for Short-Term Rental on any rental website. All advertising for a Rental Property shall include the following information in searchable plain text: (i) the Rental Property’s license number; (ii) the Rental Property’s maximum permitted occupancy; (iii) maximum parking capacity; (iv) a digital link to the County’s Short-Term Rental regulations; and (v) the following language shall be included verbatim in a prominent location of the advertisement: “Any advertisement for a short-term rental property in unincorporated Weber County, Utah, that does not provide a unique license number is unlikely to be a lawfully licensed short-term rental.”

6.2.4.4. Parking. One parking stall per bedroom should be provided either on the individual Rental Property or within the Project’s designated common parking area. The following are expressly prohibited within the Project: (i) parking on the private drive; (ii) parking within the Project’s adjacent street rights-of-way; (iii) parking vehicles on the Rental Property’s lawn or landscaped areas; and (iv) parking a vehicle with a capacity of more than sixteen (16) persons at the Rental Property. The Responsible Agent shall

provide a parking pass to all guests.

- 6.2.4.5. Occupancy.** The maximum occupancy for a Rental Property shall be no more than two (2) people per bedroom, plus four (4) people, for up to a maximum of twenty (20) people per Rental Property.
- 6.2.4.6. Single Contract.** Rental Property owners shall not concurrently rent individual rooms or areas to unrelated parties for the same night or nights in one Rental Property.
- 6.2.4.7. External Sleeping Accommodations.** All sleeping accommodations must be maintained within the Residential Property as indicated by the floorplan that was submitted and approved during the licensing process. External accommodations such as yurts, teepees, tents, recreational vehicles / travel trailers, other temporary structures, or any similar accommodation may not be used for sleeping accommodations or as a means to increase the maximum permitted occupancy.
- 6.2.4.8. Lockout Units.** Lockout units are expressly prohibited.
- 6.2.4.9. Duration.** No Rental Property may be rented for less than three (3) consecutive days, unless such Rental Property is in the DRR-1 zone.
- 6.2.4.10. Noise.** At no time shall the noise emanating from the Rental Property exceed sixty-five (65) dB as measured from the Rental Property line. Between the hours of 10:00 PM and 8:00 AM, no sound exceeding fifty-five (55) dBs, and no amplified or reproduced sound, shall be allowed as measured from the Rental Property line.
- 6.2.4.11. Trash Disposal.** All Rental Properties shall provide a trash disposal and collection plan at the time of license application to ensure that trash containers are not left outdoors where they can cause issues for wildlife, snow removal operations, or cause unsightliness. With exception to the Rental Property's assigned trash pick-up day, trash containers must be stored behind the Rental Property's front setback line and must be shielded from the view of adjacent public rights-of-way. The Responsible Agent shall ensure that any trash generated that exceeds the typical pick-up schedule is collected and removed from the Rental Property as needed. Rental Properties with larger maximum permitted occupancies may require the procurement of additional trash cans to accommodate the volume of anticipated trash being generated.
- 6.2.4.12. Outdoor Lighting.** All outdoor lighting for Rental Properties desiring a Short-Term Rental license shall comply at all times with the exterior lighting requirements set forth in Section 108-16 of the County Land Use Code.
- 6.2.4.13. Signage.** On-site signage intended to advertise the Rental Property as such is expressly prohibited anywhere on the Rental Property or adjacent rights-of-way.
- 6.2.4.14. Fire Safety.** The Rental Property shall (i) have primary access along a public right-of-way or access easement that meets the County fire marshal's requirements for a fire access road; (ii) fire prevention system as approved by the International Building Code and International Fire Code; (iii) ensure that all outdoor fire pits are permanently affixed natural gas or propane gas fixtures; (iv) ensure that all smoke and carbon monoxide detectors are

installed and maintained per currently County building and fire codes; (v) ensure that all fire extinguishers are placed in an approved location on each level of the Rental Property and adjacent to outdoor fire pits; and (vi) ensure that an emergency egress plan is posted in a conspicuous location on each level of the Rental Property.

6.2.5. Complaints. The following requirements shall be the minimum threshold for resolving complaints for Rental Properties:

6.2.5.1. Initial Complaint. An initial complaint concerning the use or occupancy of a Rental Property may be made to the County or designee by a means as established by the Planning Division. Anonymous complaints will not be processed.

6.2.5.2. Notification to Responsible Agent. When a complaint is received, the County shall contact the Responsible Agent using the contact information on file with the County. Inability to contact the Responsible Agent constitutes a major violation as provided for herein.

6.2.5.3. Attempts to Resolve a Complaint. The Responsible Agent is required to make a commercially reasonable attempt to resolve the processed complaint within sixty (60) minutes of receiving notification from the County of the complaint. The Responsible Agent shall promptly notify the County or designee if the Responsible Agent believes a complaint has been successfully resolved. If the County or designee does not receive notification from the Responsible Agent that a complaint has been successfully resolved, or a resolution is in process, within the sixty (60) minute timeframe, it may presume the complaint has not been successfully resolved.

6.2.5.4. Contacting Law Enforcement. If a complaint involves the immediate health or safety of any person or property or, if despite good faith efforts, the complaint cannot be resolved, the Responsible Agent shall immediately contact law enforcement and follow any directions given by any law enforcement official.

6.2.5.5. County Investigation. The County shall investigate a processed complaint in order to determine if it is a substantiated complaint that represents a documented violation of any provision of this Section 6.2.

6.2.6. Violations. For the purposes of this Section 6.2, violations for Rental Properties shall be classified as a "Minor Violation" or a "Major Violation". Violations for unlicensed Rental Properties shall be classified as an "Unlicensed Violation".

6.2.6.1. Minor Violations. A Minor Violation shall mean and refer to any violation of the Rental Property operational standards as set forth in Section 6.2.4 herein. Owners will be given one (1) warning following its first Minor Violation within each calendar year. If this warning is subject to a static and prevailing concern, owners shall be given three (3) calendar days to correct the issue, or the warning will become a documented Minor Violation. After three (3) Minor Violations within 12 consecutive months, the Rental Property owner shall be issued a Major Violation on subsequent occurrences within said 12-month period. Each Minor Violation shall be subject to an Administrative Penalty as further set forth in Section 6.2.7 herein. The administrative penalty for a Minor Violation shall be fifty percent (50%) of the advertised nightly rental rate on the date of the violation.

6.2.6.2. Major Violation. A Major Violation shall mean and refer to the failure of the Responsible Agent to perform its responsibilities as provided for in this Section 6.2 or the fourth (4th) and subsequent Minor Violation within 12 consecutive months. Rental Property owners will be given one (1) warning in the event of a Responsible Agent failing to perform its responsibilities within each calendar year. Each Major Violation shall be subject to an Administrative Penalty as provided in Section 6.2.7 herein. The administrative penalty for a Major Violation shall be one hundred percent (100%) of the advertised nightly rental rate on the date of the violation. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used.

6.2.6.3. Unlicensed Violation. An Unlicensed Violation is committed upon the rental of an unlicensed property on a short-term basis. Owners will be given one (1) warning within each calendar year. Each violation thereafter shall be subject to an Administrative Penalty as provided for in Section 6.2.7 herein. The administrative penalty for an Unlicensed Violation shall be two hundred percent (200%) of the advertised nightly rental rate on the date of the violation. If the unlicensed property does not have an advertised rental rate, then the administrative penalty shall be the average nightly rental rate for all Rental Properties located within the Project. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used.

6.2.7. Administrative Penalty.

6.2.7.1. Any person found in violation of any provision(s) of this Chapter is liable for an administrative penalty in the form of a monetary fine based on the property's average nightly rate. The average rental rate of the property shall be determined through advertised nightly rental rate. Each day a violation remains unresolved shall carry a daily administrative penalty and monetary fine as follows:

6.2.7.1.1. Minor violations. Monetary fines shall be 50% of the advertised nightly rental rate on the date/s of the violation.

6.2.7.1.2. Major violations. Monetary fines shall be 100% of the advertised nightly rental rate on the date/s of the violation.

6.2.7.1.3. Unlicensed violations. Monetary fines shall be 200% of the advertised nightly rental rate on the date/s of the violation. If the unlicensed property does not have advertised rental rates, then the administrative penalty shall be the average nightly rental rate for all rental properties located in unincorporated Weber County for the dates associated with the violation.

6.2.7.2. In the event the County cannot determine the average nightly rental rate of a specific rental, the average rental rate of the violation dates within the planning area shall be used.

6.2.8. License Revocation.

6.2.8.1. Minor Violations. If a Rental Property has four (4) Minor Violations within three (3) consecutive months, or six (6) minor violations within twelve (12)

consecutive months, the Rental Property's license shall be revoked in accordance with the provisions of Section 102-4-3 of the Weber County Land Use Code. If a Rental Property license is revoked due to an accumulation of Minor Violations, for a minimum of one (1) year following the revocation, the County shall not accept an application for a new license for the same Rental Property; with the exception that a new application by a new owner, proven to be unaffiliated with the previous owner with a revoked license, may be considered.

6.2.8.2. Major Violations. If a Rental Property has two (2) Major Violations within three (3) consecutive months, or four (4) Major Violations within twelve (12) consecutive months, the Rental Property's license shall be revoked in accordance with Section 102-4-3 of the Weber County Land Use Code. If a Rental Property license is revoked due to Major Violations, for a minimum of two (2) years following the revocation, the County shall not accept an application for a new license for the same Rental Property; with the exception that a new application by a new owner, proven to be unaffiliated with the previous owner with a revoked license, may be considered.

6.2.8.3. Appeal Procedure. Any owner who has been issued a notice of impending license revocation may file a written request for a hearing with the Planning Division, pursuant to Section 102-4-3 of the Weber County Land Use Code.

- 6.3. Project Setbacks.** The Parties expressly agree that the setbacks established in Attachment B: Preliminary Plan will be the controlling setbacks and all detached single-family residential dwellings within the Project shall be constructed and comply therewith.
- 6.4. Improvement Buffer.** Developer agrees to install an improvement buffer consistent with Attachment C: Landscaping Plan, between the Project and existing residences adjacent to the Project.
- 6.5. Architectural Standards.** The Developer agrees that the detached single-family residential dwellings will be designed consistent with Attachment D: Production Renderings, with no material deviations therefrom.

7. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 7.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 7.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
 - 7.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or

approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

- 7.2.2. De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the FR-3 rezone, and are routine and uncontested.

8. Developer's Option for Termination.

Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to the desired termination date. Unless a superseding agreement between the Developer and the County is executed, the Parties agree that termination of this Agreement will return the Project Site to the rights, standards, and regulations of the FV-3 zone. Further termination of this Agreement will:

- 8.1.** Constitute a formal request for the reversion of the Project Site to the rights, standards, and regulations of the FV-3 zone;
- 8.2.** Require that any new right established thereafter shall comply with the FV-3 zone;
- 8.3.** If any development has begun, not relieve the Petitioner of any obligation owed the County under the terms of this Agreement which are outstanding at the time of the termination;
- 8.4.** Not affect any nonconforming right previously established under this Agreement, as provided by law; and
- 8.5.** Not become effective until the County has rezoned the property to the FV-3 zone, or 90 days from the date the County receives Petitioner's written request for the Agreement's termination, whichever comes first.

9. General Provisions.

- 9.1. Assignability.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with County Laws.
- 9.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 9.3. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 9.4. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 9.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the

terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

9.6. Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

9.7. Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

10. Notices.

10.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

10.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

CW The Basin, LLC
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

10.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

11. Default and Remedies.

11.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

11.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.

11.3. Dispute Resolution Process.

12.1.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

12.1.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

12. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them, whether written or oral.

13. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATORIES

“County”

Weber County, a body corporate and politic of the State of Utah

By: _____

James H. “Jim” Harvey
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**“Developer”
CW The Basin, LLC**

By: _____

Print Name: _____

Title: _____

DATE: _____

Developer Acknowledgment

State of Utah)
)ss.

County of Davis)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

Attachment A

Project Area Legal Description and Graphic Depiction

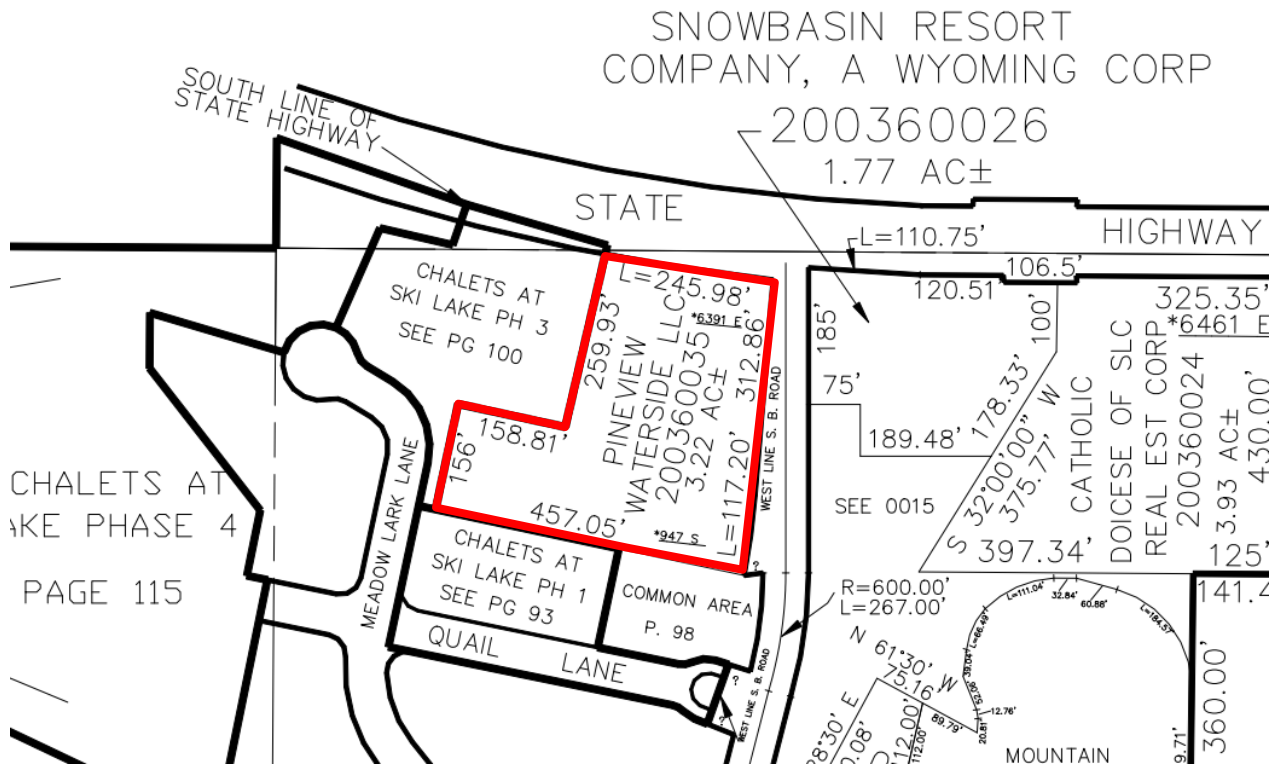
PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 39, SAID POINT BEING S89°36'46"E 477.61 FEET AND S00°23'14"W 2.34 FEET FROM THE FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY LINE, A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1959.86 FEET, AN ARC LENGTH OF 254.84 FEET, A DELTA ANGLE OF 07°27'01", A CHORD BEARING OF S80°41'48"E, AND A CHORD LENGTH OF 254.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD SNOW BASIN ROAD; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) S04°48'23"W 313.97 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1134.18 FEET, AN ARC LENGTH OF 117.20 FEET, A DELTA ANGLE OF 05°55'15", A CHORD BEARING OF S07°46'00"W, AND A CHORD LENGTH OF 117.15 FEET TO THE NORTH LINE OF CHALETS AT SKI LAKE PHASE 1; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: (1) N77°56'06"W 194.61 FEET; (2) N77°56'13"W 271.39 FEET TO THE EAST LINE OF CHALETS AT SKI LAKE PHASE 3; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: (1) N12°03'47"E 156.02 FEET; (2) S77°56'13"E 158.81 FEET; (3) N13°01'42"E 260.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 39 AND TO THE POINT OF BEGINNING.

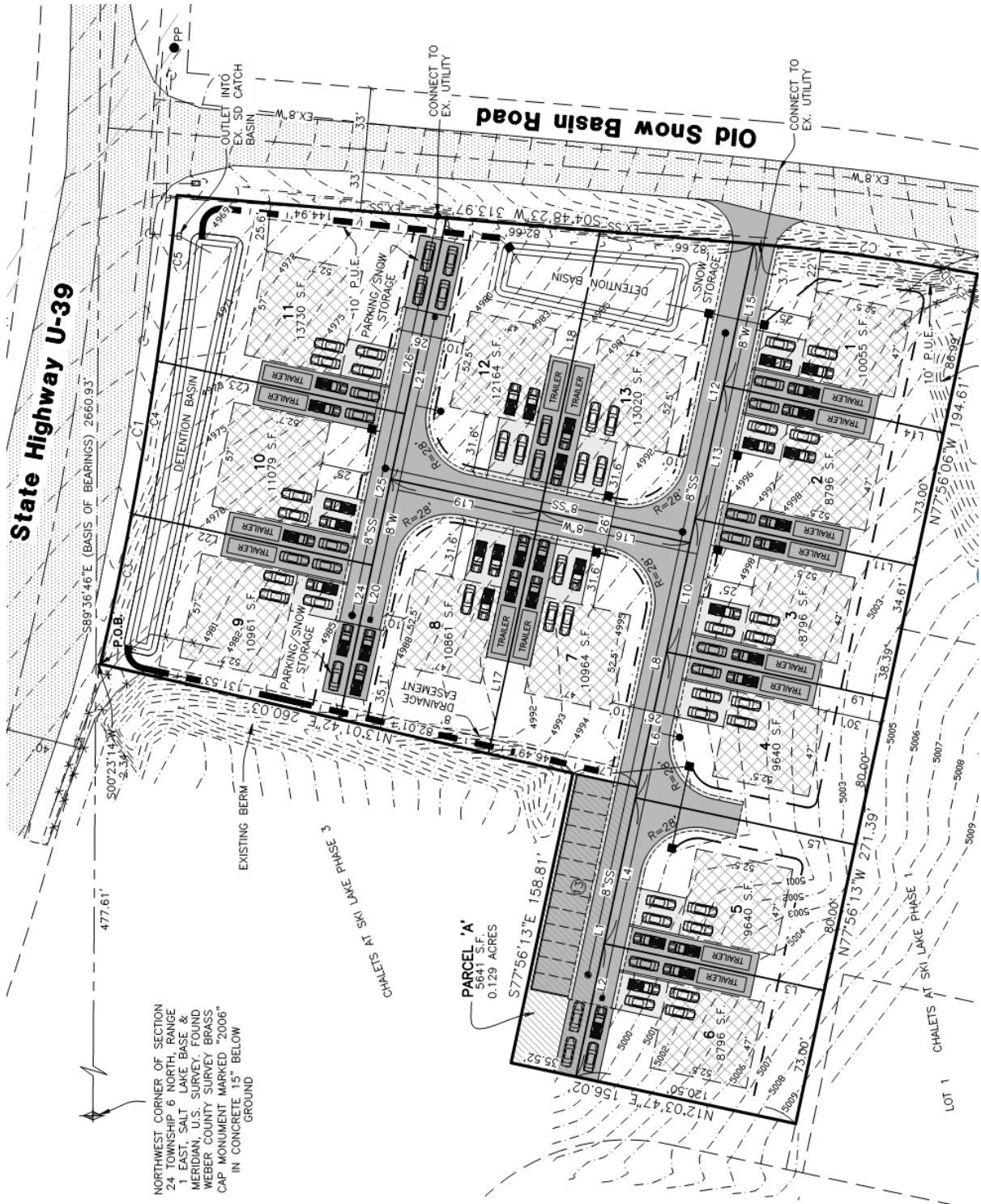
CONTAINING 144,146 SQUARE FEET OR 3.309 ACRES MORE OR LESS.

Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction



Attachment B
Proposed Site Layout



Attachment C
Landscaping Plan



Attachment D
Product Renderings



UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS
 AFFIXED, THIS DOCUMENT IS THE PROPERTY AND IS NOT INTENDED
 FOR CONSTRUCTION, RECORDING PURPOSES, OR ANY OTHER USE.

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THE DESIGN SHOWN AND DESCRIBED HEREIN INCLUDING ALL
 TECHNICAL DRAWINGS, SHOWN REPRESENTATIONS, MODELS,
 RENDERINGS, AND PROFILES MAY VARY FROM THE ACTUAL
 CONSTRUCTION OF THE PROJECT. THE CLIENT ACCEPTS THE
 SCALE AND AGREES IN WRITING PERMISSION FROM OR UPON

PROJECT
The Reg at
 Old Snow Building d

REVISIONS:

TITLE:
Renderings

SHEET:
A200

ISSUE DATE: 12.11.2020

Design Development

Attachment D (Cont.)

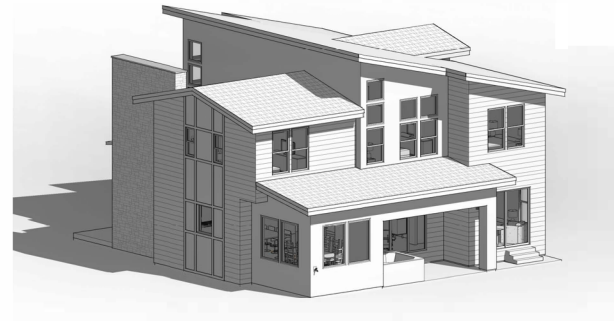
Product Renderings



1 Rear Elevation
1/4" = 1'-0"



2 Front Elevation
1/4" = 1'-0"



UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION, RECORDATION PURPOSES, OR ANY OTHER PURPOSE.

THE DESIGN SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL SPECIFICATIONS, MATERIALS, FINISHES, AND PROFILES ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION OR RECORDATION PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

PROJECT
The Redtail
Old Snow Basin Road

REVISIONS:

TITLE:
Exterior Elevations

SHEET:
A201

ISSUE DATE: 12.11.2020
Design Development

Attachment D (Cont.)

Product Renderings



1 Right Elevation
1/4" = 1'-0"



2 Left Elevation
1/4" = 1'-0"



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C.A. WILSON
 ARCHITECTS
 P.C.

THE DRAWINGS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL SPECIFICATIONS, MATERIALS, SCHEDULES, AND FINISHES ARE THE PROPERTY OF C.A. WILSON ARCHITECTS AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF C.A. WILSON ARCHITECTS.

PROJECT
The Redtail
 Old Snow Basin Road

REVISIONS:

TITLE:
Exterior Elevations

SHEET:
A202

ISSUE DATE: 12.11.2020
 Design Development

Attachment D (Cont.)

Product Renderings



1 Floor_Bsmt
1/4" = 1'-0"

TOTAL SQUARE FOOTAGE	
Name	Area
BSMT	1,213 SF
FL - EL. 1	1,455 SF
FL - EL. 2	1,588 SF
Grand total	4,256 SF

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PROJECT
The Retail
Old Snow Basin Road

REVISIONS:

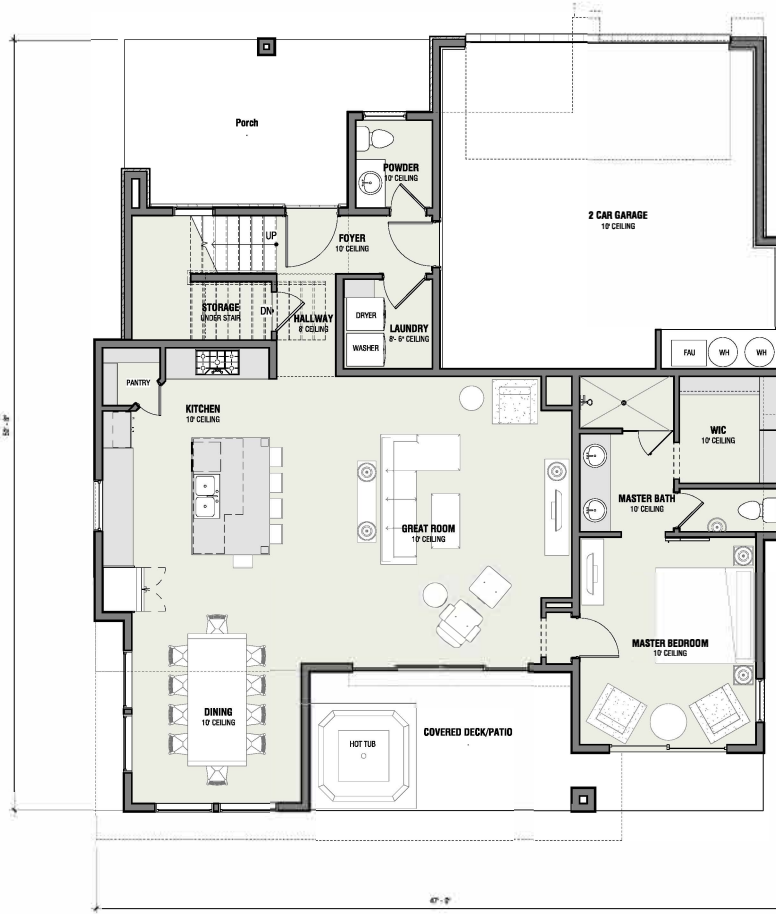
TITLE:
Floor Plan - Bsmt

SHEET:
A101

ISSUE DATE: 12.11.2020
Design Development

Attachment D (Cont.)

Product Renderings



1 Floor Main
1/4" = 1'-0"

TOTAL SQUARE FOOTAGE	
Name	Area
BSMF	1,213 SF
LEVEL 1	1,213 SF
LEVEL 2	1,858 SF
Grand total	3,071 SF

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PROJECT
The Retail
Old Snow Basin Road

REVISIONS:

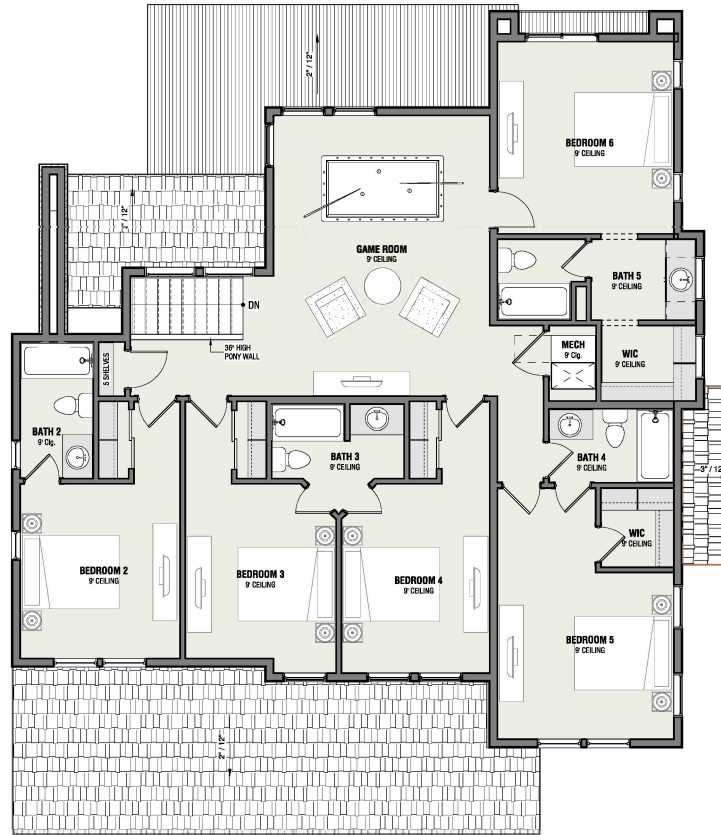
TITLE:
Floor Plan - Level 1

SHEET:
A102

ISSUE DATE: 12.11.2020
Design Development

Attachment D (Cont.)

Product Renderings



1 Floor Upper
1/4" = 1'-0"

TOTAL SQUARE FOOTAGE	
Name	Area
RENT	1,213 SF
LEVEL 1	1,415 SF
LEVEL 2	1,638 SF
Grand total	4,266 SF

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THE DESIGN SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL SPECIFICATIONS, MATERIALS, SCHEDULES, AND FINISHES ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

PROJECT
The Retail
Old Snow Basin Road

REVISIONS:

TITLE:
Floor Plan - Level 2

SHEET:

A103

ISSUE DATE: 12.11.2020

Design Development

ORDINANCE NUMBER 2021-_____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE APPROXIMATELY 5.0 ACRES OF LAND LOCATED ON THE SOUTH SIDE OF THE INTERSECTION OF HIGHWAY 39 AND OLD SNOWBASIN ROAD FROM THE CVR-1 AND CV-2 ZONES TO THE FR-3 ZONE

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

WHEREAS, the Weber County Board of Commissioners has received an application to rezone approximately 3.22 acres from the CVR-1 Zone to the FR-3 Zone on a parcel located on the southwest corner of the intersection of Highway 39 and Old Snowbasin Road; and

WHEREAS, the Weber County Board of Commissioners and the applicant mutually agree to rezoning the 3.22 acres from the CVR-1 Zone to the FR-3 Zone; and

WHEREAS, to ensure consistency of zoning in the area and create harmony in land uses, the Weber County Board of Commissioners further desire to rezone approximately 1.78 acres from the CV-2 Zone to the FR-3 Zone on a parcel located on the southeast corner of the same intersection, creating a total rezone of approximately 5 acres when considering both parcels; and

WHEREAS, the Weber County Board of Commissioners and the applicant mutually agree to execute a development agreement that specifies, among other things, the use and development standards of the 3.22 acre parcel; and

WHEREAS, on April 27, 2021, the Ogden Valley Planning Commission held a duly noticed public hearing to consider the rezone application, and in the same meeting forwarded a recommendation to the Board of County Commissioners;

NOW THEREFORE, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to rezone approximately 5 acres of land, as more precisely described in the attached exhibits, from the CVR-1 Zone and the CV-2 Zone to the FR-3 Zone. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, 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.

This ordinance shall become effective fifteen (15) days after publication or on the day the development agreement reference herein is executed, whichever is later.

Passed, adopted, and ordered published this _____ day of _____, 2021, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____,
James H "Jim" Harvey, Chair

Commissioner Froerer voted _____
Commissioner Jenkins voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A

Graphic Representation
Rezone CVR-1 and CV-2 Zones to FR-3

TAXING UNIT: 520

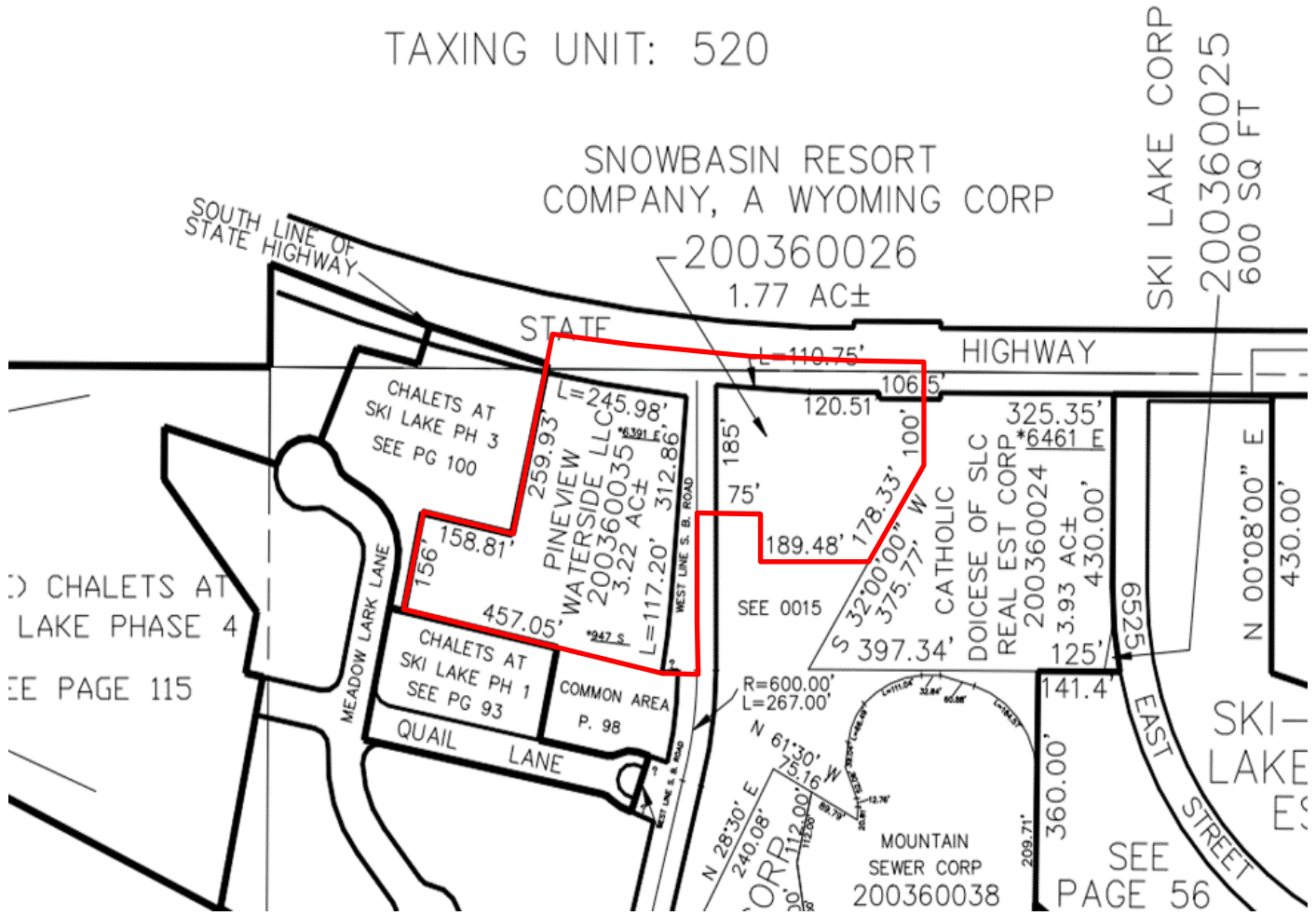


Exhibit B

Written Description

Parcel # 20-036-0035:

PART OF THE SOUTHWEST QUARTER OF SECTION 13 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY, BEGINNING AT A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY U-39 WHICH IS 50.00 FEET PERPENDICULARLY DISTANT SOUTH FROM THE CENTERLINE OF SAID STATE HIGHWAY U-39 AND 42.00 FEET PERPENDICULARLY DISTANT WEST FROM THE CENTERLINE OF SNOW BASIN ROAD, SAID POINT ALSO BEING 720.02 FEET SOUTH 89D36'57" EAST ALONG THE NORTH SECTION LINE OF SAID SECTION 24 AND 41.13 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 24, AND RUNNING THENCE TWO (2) COURSES ALONG THE PROPOSED WESTERLY RIGHT OF WAY LINE OF SNOW BASIN ROAD AS FOLLOWS: SOUTH 4D48'23" WEST 312.86 FEET AND SOUTHWESTERLY ALONG THE ARC OF A 1134.18 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 117.20 FEET (CENTRAL ANGLE EQUALS 5D55'15" AND LONG CHORD BEARS SOUTH 7D46'00" WEST 117.15 FEET) THENCE NORTH 77D56'13" WEST 457.05 FEET, THENCE NORTH 12D03'47" EAST 156.00 FEET, THENCE SOUTH 77D56'13" EAST 158.81 FEET, THENCE NORTH 13D01'42" EAST 259.93 FEET TO A NON-TANGENT CURVE 50.00 FEET PERPENDICULARLY DISTANT FROM THE CENTERLINE OF SAID STATE HIGHWAY U-39, THENCE SOUTHEASTERLY ALONG THE ARC OF A 1959.86 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 245.98 FEET (CENTRAL ANGLE EQUALS 7D11'28" AND LONG CHORD BEARS SOUTH 80D34'02" EAST 245.82 FEET) TO THE POINT OF BEGINNING.

AND

Parcel # 20-036-0026

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY U-39, SAID POINT BEING 906.54 FEET SOUTH 89D36'57" EAST AND 40 FEET SOUTH 0D23'03" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 24; AND RUNNING THENCE EASTERLY THREE (3) COURSES ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: SOUTH 89D36'57" EAST 120.51 FEET; SOUTH 0D23'03" WEST 10 FEET, AND SOUTH 89D36'57" EAST 106.50 FEET; THENCE SOUTH 0D23'03" WEST 100 FEET; THENCE SOUTH 32D00'00" WEST 178.33 FEET; THENCE NORTH 89D36'57" WEST 189.48 FEET; THENCE NORTH 4D48'23" EAST 75 FEET; THENCE NORTH 85D11'37" WEST 75 FEET TO THE EXISTING EAST LINE OF SNOW BASIN ROAD; THENCE NORTH 4D48'23" EAST 185 FEET ALONG SAID EAST LINE TO SAID SOUTH RIGHT OF WAY OF STATE HIGHWAY U-39; THENCE NORTHERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF A 1949.86 FOOT RADIUS CURVE TO THE LEFT 110.75 FEET (LONG CHORD BEARS SOUTH 87D59'19" EAST 110.73 FEET) TO THE POINT OF BEGINNING. SUBJECT TO A 15 FOOT UTILITY EASEMENT BORDERING HIGHWAY 36 AND SNOW BASIN ROAD, THE FULL LENGTH OF THE PROPERTY ON BOTH ROADS.

AND

ALSO INCLUDING THE HALF-WIDTH OF THE STREET RIGHT-OF-WAY OF HIGHWAY 39 AND OLD SNOW BASIN ROAD WHERE BOTH PARCELS FRONT THESE STREET RIGHTS-OF-WAY.