

Meeting Procedures

Outline of Meeting Procedures:

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

Role of Staff:

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

Role of the Applicant:

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

Role of the Planning Commission:

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

Public Comment:

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

Planning Commission Action:

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

Commenting at Public Meetings and Public Hearings

Address the Decision Makers:

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

Speak to the Point:

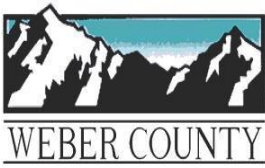
- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information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

Handouts:

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

Remember Your Objective:

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



OGDEN VALLEY PLANNING COMMISSION

MEETING AGENDA

January 28, 2025

Premeeting 4:30pm/Regular Meeting 5:00 pm



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

1. Minutes: 11/19/2024 and 12/17/2024

2. Legislative Items:

2.1 ZMA2024-11: A public hearing on an application for a zone map amendment to create a Master Planned Development Overlay Zone and development agreement for the Bridges Development generally located north of Fairways Drive, and to consolidate the various base-zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone to provide better assurance to the community that established historic development rights are limited.

County Staff: Charlie Ewert.

3. Election of 2025 Chair and Vice Chair

4. Public Comment for Items not on the Agenda:

5. Remarks from Planning Commissioners:

6. Planning Director Report:

7. Remarks from Legal Counsel

Adjourn

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

& Via Zoom Video Conferencing at <https://webercountyutah.zoom.us/j/83472446252> Meeting ID: 834 7244 6252

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

Minutes of the Work Session of the Ogden Valley Planning Commission for November 19, 2024. To join the meeting, please navigate to the following weblink at <https://webercountyutah.zoom.us/j/88184457823>, the time of the meeting, commencing at 5:00 p.m.

Ogden Valley Planning Commissioners Present: Janet Wampler (Chair), Jeff Barber (Vice Chair), Jeff Burton, Bryce Froerer, David Morby, Mark Schweppe, Trevor Shuman.

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

- **Pledge of Allegiance**
- **Roll Call:** Chair Wampler conducted roll call and indicated Commissioner Burton was excused and Commissioner Morby was participating via electronic means. All other Commissioners were present.

1. Minutes: June 25, 2024.

Chair Wampler offered corrections to typographical and content errors for the minutes; there were no additional changes to the minutes and Chair Wampler declared them approved as amended.

Chair Wampler called for declarations of conflicts of interest or ex parte communication. Commissioner Froerer stated that the law firm that employs him has represented the applicant for CUP 2024-02 and, for that reason, he will recuse himself from discussion and action on that item.

2. Administrative Items:

2.1 CUP 2024-02 - A request for approval of a conditional use permit for the Green Hills Country Estates culinary water treatment plant, a Public Utility Substation. Staff presenter: Felix Lleverino

A staff memo from Planner Lleverino explained the applicant is requesting approval of a conditional use permit for a Public Utility Substation. The Green Hills Country Estates was issued a Compliance Agreement/Enforcement Order from the Utah Division of Drinking Water to design and build a treatment facility that meets the state requirements and ensures clean, safe drinking water for the Green Hills community. The 2,025 square foot facility will be built within a common area lot within the Green Hill Country Estates Cluster Subdivision common area. The 18.5-foot-tall building is a flat-roofed concrete bunker built into the side of the hill which will minimize the visual impacts.

Mr. Lleverino reviewed his staff memo and summarized staff's analysis of the application to determine conformance with the following:

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

Mr. Lleverino concluded staff recommends approval of this conditional use permit application subject to the applicant meeting the following conditions of approval in addition to any conditions of the various reviewing agencies or the Ogden Valley Planning Commission:

1. Public drinking water system requirements are satisfied
2. The site, structure, and mechanical equipment shall be kept and maintained for safety and good visual appearance
3. Service and delivery vehicle parking is prohibited within the private right-of-way.

This recommendation is based on the following findings:

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

Chair Wampler invited input from the applicant.

Discussion among the Commission and staff centered on the input the applicant and the County has received from the homeowner's association (HOA) for the Green Hills Country Estates project area regarding the conditions that should be placed on this project. Applicant, Brad Rasmussen, stated that the project was pre-designed before he began working on the project as the construction manager. There is an existing well on the site, but there have been some materials found in the water that must be filtered out by a treatment plant. The site where the treatment plant will be constructed is directly adjacent to the existing well and will ultimately improve the safety of the drinking water for the residents in the area.

Chair Wampler inquired as to the number of residents the treatment plant will serve. Mr. Rasmussen stated he does not know the answer to that question.

Commissioner Morby referenced an area of the concept plan for the project and asked if there is a septic system in front of the treatment plant location. Mr. Rasmussen stated that there is a septic tank that will be used for equalization and backwashing the filters.

Chair Wampler invited public input; she stressed that public comment or public clamor should not influence the Commission's decision this type of application Administrative applications should be weighed against the County's land use ordinance to determine whether it should be approved.

There were no persons appearing to be heard.

Commissioner Barber moved to approve application 2024-02, a conditional use permit for the Green Hills Country Estates culinary water treatment plant, a Public Utility Substation, subject to all review agency requirements and conditions of approval and based upon the findings listed in the staff report. Commissioner Burton seconded the motion. Commissioners Barber, Burton, Froerer, Morby, Schweppe, Shuman, and Wampler voted aye. (Motion carried on a vote of 7-0).

2.2 CUP 2023-07: Consideration and action on a request for a conditional use permit for an agritourism operation located at 4661 Creek View Drive, Eden. Staff Presenter: Tammy Aydelotte

A staff memo from Planner Aydelotte explained the applicant is requesting approval of an agritourism operation in the FV-3 zone. This application was received under the previous agritourism ordinance and is therefore bound by the ordinance previously in place before it was amended in December 2023. The applicant's property, at 4.61 acres, falls under the "market garden agricultural operation" which includes an agriculturally productive property consisting of three acres or more but fewer than five acres. The applicant grows produce on the property, in gardens and greenhouses. The proposal includes a glamping cabin, which is a permitted use under a market garden designation of the agritourism operation. Currently, the applicant proposes the following uses under agritourism: *Community Garden/Community supported agriculture, U-pick operation, glamping cabin*.

Ms. Aydelotte reviewed her staff memo and summarized staff's analysis of the application to determine conformance with the following:

- General Plan;
- Zoning guidelines;
- Conditional use standards;
- Standards relating to safety for persons and property;
- Standards relating to infrastructure, amenities, and services;
- Standards relating to environmental;
- Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the General Plan; and
- Input from review agencies.

Ms. Aydelotte highlighted some confusion in the County's land use code (LUC) regarding permitted and conditional uses in the FV-3 zone, as well as the definition of a 'lot of record'; staff believes that the subject property is a lot of record that meets the minimum zoning requirements for the zone. However, if the determination is made that the subject property is not a lot of record,

the acreage would need to be twice the minimum acreage requirements for the FV-3 zone. Staff has not applied the double acreage requirement to this property because the subdivision in which the property is located has been recorded with the County and the property is a lot of record. The uses requested by the applicant are considered permitted uses, but the third use of 'glamping' does not meet the minimum development standards under the agritourism ordinance.

Ms. Aydelotte concluded the Planning Division recommends approval of file# CUP 2023-02. This recommendation is subject to all review agency requirements and the following conditions:

1. The proposed glamping (existing structure) cabin not be approved as part of this application as it doesn't meet the minimum development standards (setbacks).
2. A business license shall be obtained through Weber County.

This recommendation is based on the following findings:

1. This recommendation is based upon the proposed glamping cabin not meeting minimum setbacks as outlined in Weber County LUC 108-21-6-(a)(5). The proposed use conforms to the Ogden Valley General Plan.
2. The proposed use will not be detrimental to public health, safety, or welfare.
3. The proposed use complies with applicable County ordinances.
4. The proposed use will not deteriorate the environment or create an unsightly improvement so as to negatively impact surrounding properties and uses.

Commissioner Schweppe referenced the statement that the glamping use does not meet setback requirements of 120 feet from the perimeter of the property, and 250 feet from the closest building. Ms. Aydelotte stated those are minimum setbacks if the applicant is able to install a screen that is at least six-feet tall along the majority of the boundary between the glamping use and the adjacent home. He has indicated he can provide a 100-foot setback from the perimeter of the property and just 228 feet from the nearest structure. This led to continued discussion and review of the development standards Planning staff has applied to the application; Ms. Aydelotte referenced the section of the staff report that provides a brief description of why each of the uses that have previously been requested by the applicant are not allowed.

Chair Wampler invited input from the applicant.

Applicant Jason Fuller stated that he would like to include the glamping use and he does not consider that to the same as a typical short-term rental (STR) use. He feels the glamping use is appropriate and fits with the surrounding uses. He provided an analysis of other types of uses that provide for over-night stays and compared the setbacks for those uses with the setbacks for glamping. He provided photographs taken from several different angles and locations on his property to illustrate the privacy of the area where the glamping use would be located; landscape design of the property will provide proper screening and will actually enhance the beauty and value of other properties in the area. He also discussed the history of the application process for this project, which has involved the purchase of additional water for the property and designing the tiny house/glamping cabin for the property. He received some guidance from a Planning employee who later left his employment with the County, and he later began working with Ms. Aydelotte and learned of some issues with his proposal. He is not sure if the delays imposed on his application are intentional, but he is concerned about the current situation and the status of his application. He stressed that he is not applying for approval of an STR; the glamping would be open to no more than two people per tent unit and he will always be located on-site to monitor activity at the property. Chair Wampler clarified that Mr. Fuller has applied for a glamping CUP. Mr. Ford stated that is correct, but he would consider the use to a 'farm stay' rather than a STR or glamping.

Commissioner Schweppe asked if there is an existing cabin on the property. Mr. Fuller answered yes; he relocated a shed to the property that he has converted to a cabin. It meets building codes, but an engineer has recommended that he install footings under the building, and he intends to do that in the next year.

Chair Wampler asked Mr. Fuller if he currently operates a community supported agriculture (CSA) use on the property, to which Mr. Fuller answered yes. Chair Wampler asked if one element of the application is that customers of the CSA would pick-up their vegetables from the subject property. Mr. Fuller answered yes; he has previously delivered vegetable purchases, but as his business grows it will be more efficient to have customers come to his property for pick-up. He would create a defined pick-up timeframe to restrict business traffic to a specific time of day/day of week. Chair Wampler inquired as the maximum number of customers the business could serve based upon his current operations. Mr. Fuller stated that he could expand his offerings significantly, which would also result in a significant increase in his customer base. Chair Wampler stated she is looking for a projection of customers in order to determine the impacts the business could have on the area. Mr. Fuller stated that he does not

want to grow beyond 20 to 25 customers that would pick up products each week. Chris Fuller approached and added she has never had more than four or five people at the property at one time to pick up product; it is 'silly' to think that selling vegetables from the little farm will have a negative impact on the neighborhood.

Commissioner Burton referenced a handout that Mr. Fuller provided to each Commissioner prior to the start of tonight's meeting; the handout proposes that the bed and breakfast (B&B) farm retreat and agricultural research education center (AREC) be allowed to have reduced setback requirements. He asked Mr. Fuller if he is suggesting the required setbacks for the use, he desires to pursue are too significant and that the other uses allow for a reduced setback and that is why he is pursuing those now. Mr. Fuller stated that was not his intent, but it is odd to him that a more intense use, such as a B&B or AREC have lower setbacks than a glamping use. This led to high level discussion of the differences between several types of overnight stay uses listed in the County's LUC, after which Commissioner Burton asked if the shed that will be used as a cabin can be moved to another location on the property in order for it to meet minimum setback requirements. Mr. Fuller stated that may be an option, but it would be very expensive.

Chair Wampler invited public input; she stressed that public comment or public clamor should not influence the Commission's decision this type of application Administrative applications should be weighed against the County's land use ordinance to determine whether it should be approved.

Carolyn Robertson stated she lives at 3448 Fuller Drive. She noted Ms. Aydelotte was very helpful in her explanation of the lot of record issue for the subject property. She added that in the past, Mr. Fuller has included the Eden Hills Subdivision as an entrance point to his operation; traffic entering and exiting Mr. Fuller's property would also cross the power corridor line, but they do not have a permit for that. She stated that there was previously a tree farm around Mr. Fuller's property, and it served as a nice buffer between the Fuller property and adjacent properties, but most of those trees have been removed and the buffer is much less dense. She has also performed her own measurement of the setbacks in the event the glamping cabin were relocated to another area, and the minimum setback requirement still would not be satisfied.

There were no additional persons appearing to be heard.

Commissioner Burton addressed Ms. Aydelotte; he inquired as to what Planning staff's recommendation would be if this application were evaluated according to the current agri-tourism ordinance. Ms. Aydelotte stated she has not performed a review of the application using the current ordinance because the current ordinance is not applicable. She suspects the property does not meet the minimum acreage requirement for the current agri-tourism ordinance. She noted that staff's responsibility when evaluating a conditional use application is to determine if the application meets the ordinance; any recommendation from staff is based upon that evaluation.

Commissioner Burton addressed Legal Counsel Erickson; he noted Mr. Fuller has suggested the Planning Commission has some latitude in providing an exception to any setback requirement and he asked if that is correct. Mr. Erickson stated that would only be correct is such an exception were provided for in the ordinance. If the ordinance does not provide any flexibility, the Planning Commission does not have the discretion to waive or adjust the setback requirements. Mr. Fuller stated that the handout he provided to the Planning Commission provides a code citation for the ordinance that his property is grandfathered under; it states the Planning Commission has the ability to waive one or more of the requirements of the ordinance under certain circumstances. Mr. Erickson took a moment to review the ordinance language cited by Mr. Fuller.

Commissioner Barber asked Mr. Fuller if his property qualifies for the Farmland Assessment Act. Mr. Fuller stated he is working with someone who has dealt with the Farmland Assessment Act to determine if his property would qualify for assistance. He noted he does not qualify for greenbelt tax reduction status.

Mr. Erickson then stated that LUC 108-21-6 states "the uses listed below are subject to additional standards beyond any provided within other codes and one or more of the additional standards may be waived by the Planning Commission upon finding that either a proposed use proposes no detrimental effects to neighboring properties due to unique circumstances or it can be mitigated to an acceptable level due to the imposition of other or appropriate site specific conditions that justify the use". He concluded the Commission does appear to have some flexibility to offer an exception if they make one of the two findings listed in the ordinance text. Mr. Fuller stated that his glamping use would be for couples only and he would not tolerate noise, traffic, or light that would be a nuisance to adjacent properties.

The Commission engaged in philosophical discussion and debate of the intent of the setback requirements included in the ordinance and whether the perceived impacts of reduced setbacks could be mitigated. Commissioner Burton stated he is comfortable considering a reduction of the setback requirements so long as it is possible to establish conditions that can appropriately mitigate the potential negative impacts; however, he felt it appropriate to table any action on the application until staff has time to perform an analysis of the additional information presented tonight and assist the Planning Commission on crafting conditions that would mitigate the detrimental effects. Planning Director Grover indicated staff can provide optional conditions that may provide reasonable mitigation, but the Planning Commission is ultimately responsible for determining final conditions of approval.

Commissioner Shuman stated that his discomfort comes from the fact that this application does not comply with the current version of the agri-tourism ordinance. Commissioner Burton agreed but noted that the setback requirements included in the previous version of the agri-tourism ordinance are arbitrary and not based upon any scientific factors.

Commissioner Barber moved to deny application CUP 2023-07, a conditional use permit for an agritourism operation located at 4661 Creek View Drive, Eden, based upon the following findings:

- After well over a year, the applicant has totally ignored the primary premise of the agri-tourism ordinance, which is to comply with the farmland assessment act; and
- The location is inside of a fairly dense subdivision, and he has seen and heard of traffic coming to and from the property that will ultimately create a public safety issue for the neighborhood.

Commissioner Shuman seconded the motion.

Commissioner Burton stated that staff has explained that the farmland assessment act does not apply to this property because it is in the FV-3 zone rather than an agricultural zone. Ms. Aydelotte clarified the ordinance is not clear as to how to apply the farmland assessment act in a forest zone. Commissioner Burton given the lack of clear direction in the ordinance, the Planning Commission is charged with considering the application in a light that is most favorable to the applicant. Ms. Aydelotte stated that is correct. Mr. Erickson stated that the State Code indicates that if a land use regulation does not plainly restrict a land use application, the land use authority shall interpret and apply the land use regulation to favor the applicant. In this case, relative to the farmland assessment act, he is of the opinion that there is some ambiguity as Ms. Aydelotte has expressed. Commissioner Barber stated the LUC indicates that all agri-tourism activities shall be complimentary to the primary agricultural use, and it also carries on to discuss the farmland assessment act. He stated that it is his interpretation that all agri-tourism operations must comply with the farmland assessment act. Mr. Erickson stated that is a valid interpretation, but due to the ambiguity in the ordinance, other interpretations have also been made and it is ultimately up to the Planning Commission to make their own interpretation. Commissioner Barber stated his motion stands based upon the findings he communicated.

Commissioner Burton stated that he does not believe there is significant density around the subject property that would be impacted by a slight increase in traffic associated with the proposed use. He also does not believe current traffic levels are significant to warrant concerns regarding public safety and it is likely that the Halloween trick-or-treating traffic is higher than the traffic generated by the agricultural operation. He agreed with Mr. Erickson's interpretation of the ordinance regarding the ambiguity of the requirement to comply with the farmland assessment act. For these reasons, he would prefer to table the application rather than deny it.

Commissioners Barber and Burton debated current traffic levels as well as the potential increase to traffic as a result of approval of this application;

Chair Wampler called for a vote on the motion to deny the application. Commissioners Barber and Shuman voted aye. Commissioners Froerer, Morby, Shuman, and Wampler voted aye. Commissioners Burton, Froerer, Morby, Schweppe, Shuman, and Wampler voted nay. (Motion failed on a vote of 5-2).

Commissioner Burton moved to table application CUP 2023-07, a conditional use permit for an agritourism operation located at 4661 Creek View Drive, Eden, directing Planning staff to further research the potential detrimental effects that would occur if the setbacks were waived or reduced as provided for in section 108-21-6 of the LUC. Commissioner Schweppe seconded the motion. Commissioners Burton, Morby, and Schweppe voted aye. Commissioners Barber, Froerer, Shuman, and Wampler voted nay. (Motion failed on a vote of 3-4).

Commissioner Shuman moved to approve application CUP 2023-07, a conditional use permit for an agritourism operation located at 4661 Creek View Drive, Eden, based on the review agency requirement and findings, and subject to the conditions listed in the staff report. Commissioner Schweppe seconded the motion. Commissioners Barber, Burton, Froerer, Morby, Shuman, Schweppe, and Wampler voted aye. (Motion carried on a vote of 7-0).

3. Public Comment for Items not on the Agenda:

There were no public comments.

4. Remarks from Planning Commissioners:

Chair Wampler stated that when she listened to the June 25 meeting in order to make corrections to the minutes that had been submitted for approval, she was reminded of the lengthy discussion between the Planning Commission and Principal Planner Ewert about the complications of the form-based zone. There was both verbal and written public comment submitted that evening, as well as comment from Commissioners regarding the problems with the zone. There was interest in limiting the form-based zone, and even pausing application of the zone for a time until the concerns can be addressed. At that time, a specific request was made for Mr. Ewert to convey those concerns to the County Commissioner and report back to the Planning Commission. She asked what the outcome of that discussion was. Planning Director Grover stated the County Commissioner requested to delay discussion of that matter until after the vote on the incorporation of the Ogden Valley was completed. He is willing to raise that issue with the County Commission again. Chair Wampler stated she would appreciate that; it will take a year for incorporation to be finalized, and the County will still be considering land use applications during that time, and she feels that the concerns regarding the form-based zone must be addressed.

Commissioner Burton asked if there are areas in the County currently under the jurisdiction of the Ogden Valley Planning Commission that are not included in the boundaries of the area to be incorporated as a city. Mr. Grover answered yes; the snow basin and powder mountain areas are not included in the area to be incorporated. Commissioner Burton asked if that means the Planning Commission will continue to exist after the new city is created. Mr. Grover stated that is a possibility, but Commissioners would need to reside in the unincorporated areas rather than an area that will be included in the incorporation.

Chair Wampler asked if there has been any movement on the Cowboy Partners or CW Basin developments that were discussed in recent meetings. Mr. Grover answered no.

5. Planning Director Report:

Planning Director Grover stated he has asked for a briefing from the Legal Division of the County regarding the process of proceeding with the incorporation of area in the Ogden Valley. When he receives that information, he will provide it to the Planning Commission.

6. Remarks from Legal Counsel

Legal Counsel stated the County will continue to have jurisdiction over unincorporated areas of the Ogden Valley and business in those areas will proceed as usual. There was brief discussion among the Commission and Mr. Erickson regarding any legal precedents relating to any land use action taken by a legislative body following an incorporation election.

Chair Wampler briefly noted that another item she was reminded of when listening to the June 25 meeting was that any item that is tabled by the Planning Commission that is not placed back on an agenda within two months can be taken up by the County Commission; that is something for staff and the Planning Commission to keep in mind.

The meeting adjourned to a work session at 6:44 p.m.

WS1: Discussion regarding a development agreement proposal for future phases (Phases 2-22) of the Gateway Estates Subdivision. Applicant Representative: Matt Lowe

Principal Planner Ewert stated that the applicant is seeking to proceed with phasing of the Gateway Estates Subdivision, and they are seeking approval from the County for their phasing plan; currently, the land use code indicates that failure to plat the next phase of a project within a certain period of time following completion of the previous phase, the preliminary plat approval is revoked. The applicant is seeking a development agreement that vests them under the current laws and gives them the opportunity to continue to plat future phases even if the next phase is not platted within six months or a year of the completion of the previous phase. Any such contract requires consideration of the Planning Commission and the County Commission, and this could involve some negotiation of certain dedications or amenities to be provided by the applicant. One thing staff has thought of is the need for improved pathways and trails in the Ogden Valley and perhaps the County could require a donation or fee in-lieu for those types of improvements in exchange for granting a development agreement.

The Commission engaged in high level discussion with Mr. Ewert and Matt Lowe regarding the concept of a development agreement to regulate phasing of the project and the protections Mr. Lowe is seeking through the development agreement. Mr. Lowe stressed his biggest concern is being vested under current land use laws given the level of uncertainty regarding development in the County; he is not asking for any zoning commitments or changes to density of the property. The Commission concluded they are comfortable with a development agreement that only addresses phasing of the project; however, they wanted to include a mechanism in the agreement that would indicate the agreement would be terminated if the land were sold to another owner. Mr. Ewert stated he will work with Mr. Lowe to negotiate an agreement that can be presented to the Commission in draft form in a future work session meeting.

WS2: Discussion concerning 66.51 Acres on Powder Mountain Road, Ogden Canyon, Weber County, UT. Applicant Representative: Samuel Orme

Chair Wampler referenced a memo included in the meeting packet regarding 66.51 acres of property on Powder Mountain Road, 47 acres of which are at a grade of 37 percent or grader and are undevelopable. The memo writer, Stephen McCutchan, did an excellent job of addressing the complications with the property and identifying development options. Chair Wampler facilitated a discussion among the Commission and Planning staff regarding the information included in the memo. Areas of concern include allowing nine driveways to access Powder Mountain Road, which is fairly steep and often slippery in the winter months and the maximum number of dwelling units that are currently entitled for the area. Chair Wampler concluded it would be best to table continued discussion of this matter until a time that the applicant or an applicant's representative can attend a meeting with the Commission.

WS3: Discussion regarding a proposed development agreement (by means of a master planned development overlay zone) and development/concept plan amendment for the Bridges development at approximately 4930 Fairways Drive. Applicant: The Bridges Holding Company LLC. Applicant representative: Eric Householder

Principal Planner Ewert explained a legislative action on this application is tentatively scheduled for the Commission's next business meeting. Chair Wampler stated that she would appreciate receiving information on these types of agenda items in advance of the meeting so that the Commission can perform their own research in preparation for a discussion of the matter. She indicated she sent an email to Planning staff asking for documentation regarding this proposal and did not receive a response. Mr. Ewert stated he did not have the information last week and he provided it once he received it; tonight's meeting is a work session, and this is an opportunity to discuss the applicant's proposal. He stated this is a request to amend the development agreement and concept plan for the Bridges project; he and the applicant representative, Eric Householder, summarized the proposed amendments and discussed the potential implications of each. There was a focus on open spaces/trails; community amenities; ingress/egress points throughout the project; development rights and actions taken in the past to move density points to this project area.

Chair Wampler stated she would like to have additional time to review the information that has been presented tonight, and for another work session to be held before this application is moved forward to a public hearing and possible legislative action. Commissioner Shuman agreed and stated that it is important for the Commission to have a clear understanding of their authority to reject any of the changes proposed by the developer. Chair Wampler agreed.

Commissioners expressed concern regarding staff's communication of this proposal to the Commission; Commissioner Shuman indicated the perception is that staff is 'ramming this proposal down the community's throat' without providing all options available to the Commission. Mr. Ewert argued he is providing the Commission with guidance regarding the rights the applicant has and the Commission's inability to deviate from previous agreements and from the County's land use code (LUC). He stated his

job is to protect his employer, not the Planning Commission or the public; he is simply providing the Commission with information about legal action the applicant could take based upon certain decisions to deviate from previously approved agreements.

Chair Wampler restated her concern about the timeline of this proposal; she is not comfortable proceeding to a public hearing and action on the proposal without sufficient time to carefully review the amendments to the development agreement and the concept plan. Mr. Ewert stated he does not have a choice to change the timeline for the application; if the County Commission wants to change the timeline, they have the authority to do so, and he is willing to approach Planning Director Grover to see if he can request an adjustment from the County Commission. Chair Wampler asked if the applicant can change the timeline, to which Mr. Ewert answered yes. Mr. Householder indicated he is willing to meet with Commissioners or the public in an open house type of meeting to try to address concerns or questions about this matter. This idea was discussed briefly, but no decision was made regarding whether the applicant would host a public forum regarding the proposal.

The work session adjourned at 9:00 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission

Minutes of the Regular Meeting of the Ogden Valley Planning Commission for December 17, 2024. To join the meeting, please navigate to the following weblink at <https://webercountyutah.zoom.us/j/88961050820>, the time of the meeting, commencing at 4:30 p.m.

Ogden Valley Planning Commissioners Present: Janet Wampler (Chair), Jeff Barber (Vice Chair), Jeff Burton, Bryce Froerer, David Morby, Mark Schweppe, Trevor Shuman.

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

- **Pledge of Allegiance**
- **Roll Call:** Chair Wampler conducted roll call and indicated Commissioner Morby was participating via electronic means. All other Commissioners were physically present.

1. Minutes: October 22, 2024.

Chair Wampler corrected names of Commissioners who were incorrectly identified in the minutes. There were no additional changes to the minutes and Chair Wampler declared them approved as amended.

2. Administrative Items:

2.1 UV102324: Request for preliminary approval of Eden Acres Phase 2 Subdivision, consisting of 15 single-family lots and public roadways, in the Form Based Zone, located at approximately 5555 East, 2700 North, Eden, UT, 84310. Staff Presenter: Tammy Aydelotte.

A staff memo from Planner Aydelotte explained this proposed subdivision is located along a Rural Residential street type, according to the Street Regulating plan for this area. The applicant is requesting preliminary approval of a 15-lot subdivision that will gain access from 2700 North and 5600 East in Eden. 2700 N and 5600 E are built and maintained as public roads. Additional road dedication is required along these existing 66 feet wide roadways that run along the north and east boundaries of this development. The proposal includes two additional 60 feet wide public roadways that will stub to the western and southern boundaries of this subdivision. Adopted residential street design standards apply for these new roads within the subdivision. Rural Residential lots can be as small as 40,000 square feet in area and 150 feet in width. The proposed sizes of the lots in this subdivision range from 48,630 to 69,361 square feet. Lot widths vary from 150 feet to 214.47 feet. Setbacks for residential use on these type of lots in the Form Based Zone are as follows: front – 30 feet, rear – 30 feet, side – 10 feet. Maximum height for main buildings on a Rural Residential street type is 35 feet from finished grade. Architectural standards do not apply to single-family dwellings in the form-based zone. This area is also a designated Transferable Development Right (TDR) receiving area for the Ogden Valley, per the Street Regulating map. The applicant will be transferring 8 development rights to this parcel. Verification of this transfer will be required prior to recording the final plat. Eden Water Works has issued a capacity assessment letter to confirming water availability to service this subdivision. Secondary water will be provided by the Ogden Valley Canal that runs along the northern boundary of this subdivision. A letter of septic feasibility has been issued by Weber-Morgan Health Department. As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the FB zone found in LUC §104-22. The following section is a brief analysis of this project against current land use regulations.

Ms. Aydelotte reviewed her staff memo and summarized staff's analysis of the application to determine conformance with the following:

- General Plan;
- Zoning guidelines;
- Definition of the project as a 'large subdivision';
- Drinking-Water source protection;
- Natural Hazards guidelines;
- Irrigation and Domestic Water service provision;
- Sanitary System service provision; and

- Requirements of Review Agencies.

Ms. Aydelotte concluded staff recommends preliminary plat approval of Eden Acres Phase 2 Subdivision, consisting of 15 lots. This recommendation is subject to all review agency requirements and based on the following conditions:

1. Prior to final approval, Engineering shall approve of submitted improvement plans. All applicable Weber County reviewing agency requirements shall be met.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with the applicable County codes.

Ms. Aydelotte noted that there have been some concerns expressed regarding the water table in this area and whether issues with stormwater can be mitigated as part of the development; she advised the Commission to discuss those concerns further with the applicant.

Chair Wampler invited input from the applicant.

Shawn Clegg stated he lives adjacent to the subject property in Eden Acres Phase One; he discussed the genesis of the project and its connection to Sunnyfield Farm. He owns Sunnyfield Farm and wanted to find a way to preserve the open space in the area. He acquired the subject property and worked to transfer development rights out of the Sunnyfield Farm property to this parcel. He felt that was appropriate given the density of existing development in the area and he feels that this project can only add to and benefit the existing developments in the area. He has secured approval of Form Based Zoning approximately one year ago and has been working since that time to design the subdivision. He acknowledged the concerns about the storm water issues on the property and has been working with the County's Engineering Division to make sure that the area will be improved in terms of storm drain infrastructure. He identified an open drainage creek that comes from the northeast corner of the property and dumps into a culvert on the property and noted that has been a major source of the unmitigated water in the area. He plans to divert that water to an existing storm drainage system nearby so that it flows to the appropriate storage area. This will address issues with water on the subject property as well as properties downstream.

Commissioner Barber stated that in previous discussions of this property, there has been mention of a detention pond on the property and he asked if that pond will still exist. Mr. Clegg answered yes and noted water will go into the detention pond and then into the storm drainage system. Commissioner Barber asked if the storm drain line mentioned by Mr. Clegg will be new or if it is an existing line. Mr. Clegg stated it is an existing line to the east. Commissioner Barber stated there is a sewer lift station 2,000 feet from the subject property and he asked Mr. Clegg if he has considered utilizing that system rather than using septic systems in the project. Mr. Clegg stated that Eden Water has asked that he not attempt to connect to the lift station. Commissioner Barber asked Mr. Clegg if he would have considered the connection if not for the input of Eden Water. Mr. Clegg answered no and indicated that the lift station is higher than the subject property, so he would need to pump sewage from the subject property to the lift station.

Commissioner Shuman moved to approve application UV102324, request for preliminary approval of Eden Acres Phase 2 Subdivision, consisting of 15 single-family lots and public roadways, in the Form Based Zone, located at approximately 5555 East, 2700 North, Eden, UT, 84310, subject to all review agency requirements and conditions of approval and based upon the findings listed in the staff report. Commissioner Schweppe seconded the motion. Commissioners Barber, Burton, Froerer, Morby, Schweppe, Shuman, and Wampler voted aye. (Motion carried on a vote of 7-0).

3. Public Comment for Items not on the Agenda:

Jan Fullmer, 3741 Red Hawk Circle, Eden stated that she has two questions; she asked if there is an official transfer of development rights (TDR) ordinance for Weber County and if there is a process defined for how TDRs should be listed for sale and how the sale should be handled. She then stated there was a meeting this morning prior to the County Commission meeting with Stephanie Russell from Economic Development and she had her hand raised in the meeting, but never got the opportunity to ask her question. She noted documentation published regarding the public infrastructure district indicated the plans for Nordic Valley had changed. If that is the case and if there will be more units in the project, she wondered if those changes must be submitted to the Planning Commission for a recommendation.

4. Remarks from Planning Commissioners:

Chair Wampler invited Planning Director Grover to respond to Ms. Fullmer's questions. Mr. Grover stated he is not prepared to answer the second question, but in response to the first question the answer is that the County does have a TDR ordinance in place that allows any area of the Valley floor to be sending areas and receiving areas are those that are assigned the Form Based Zone. Chair Wampler asked Mr. Grover to respond to Ms. Fullmer regarding her second question outside of the meeting.

5. Planning Director Report:

Planning Director Grover advised the Commission of upcoming agenda items early in 2025.

6. Remarks from Legal Counsel

There were no remarks from Legal Counsel.

The meeting adjourned at 5:20 p.m.

Respectfully Submitted,

Cassie Brown

Weber County Planning Commission



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-11, an application for a zone map amendment to create a Master Planned Development Overlay Zone and development agreement for the Bridges Development generally located north of Fairways Drive, and to consolidate the various base-zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone to provide better assurance to the community that established historic development rights are limited.

Agenda Date: January 28, 2025

Applicant: Bridges Holding Company LLC.

File Number: ZMA2024-11

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/20683>

Property Information

Approximate Address: 4800 East Fairways Drive in the unincorporated Wolf Creek area.

Current Zone(s): RE-20, RE-15, FV-3, and FR-3

Proposed Zone(s): RE-20

Adjacent Land Use

North: Undeveloped vacant land. **South:** Undeveloped vacant land and residential.

East: Undeveloped vacant land and residential. **West:** Residential.

Staff Information

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

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.

§Title 104, Chapter 3 Residential Estates Zones RE-15 and RE-20.

§Title 104, Chapter 27 Master Planned Development Overlay Zone.

Legislative Decisions

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

Summary and Background

This proposed rezone involves approximately 250 acres known as the Bridges development, which affects six parcels of land. Currently, the property is governed by four zoning categories: RE-15, RE-20, FV-3, and FR-3, with most of the land (205 acres) in the RE-15 zone. The property is also governed by the Wolf Creek Development Agreement established in 2002 and updated in 2015, which allocates 413 residential development rights. Of these, 94 rights have already been platted, leaving 319 rights available. An additional 13 rights are associated with the FV-3 zone, totaling 332 overall development rights for the subject property.

The applicant's request can be summarized by three actions: remove the property from the Wolf Creek development agreement, apply the Master Planned Development Overlay Zone (MPDOZ) to guide development, and consolidate

the four zones into a single zone to simplify administrative issues and align with the project's proposed single-family residential uses.

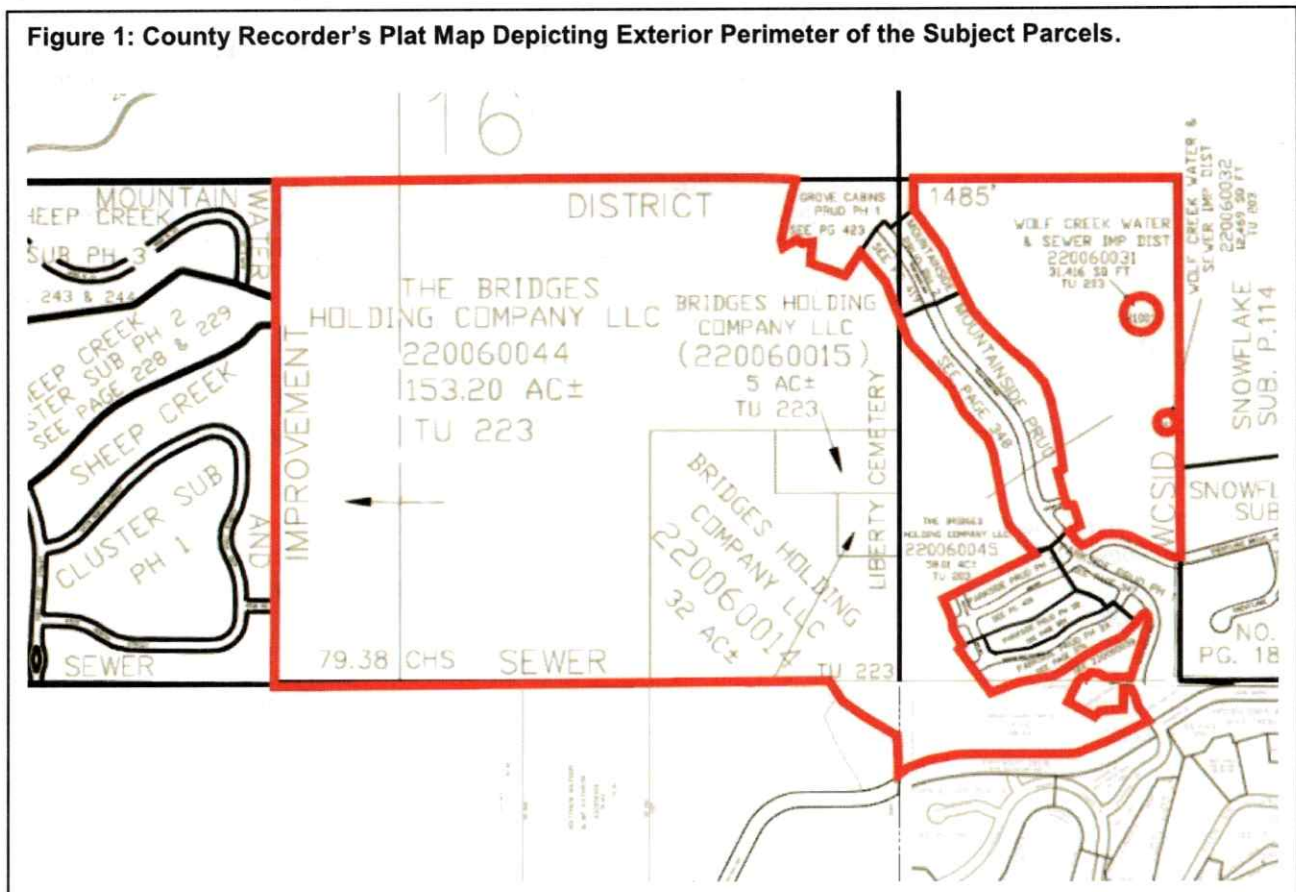
The proposed rezone, if approved, offers the county a chance to guide development through the MPDOZ and ensure better community outcomes, including infrastructure improvements and open space preservation. Should there be desire to deny the rezone, the planning commission should weigh the decision against the applicant's vested development rights and the potential for continued development under the existing agreement and CUP.

Staff is recommending approval of the rezone with specific considerations and recommendations.

Policy Analysis

This is a proposed rezone of approximately 250 acres commonly referred to as the Bridges development. The project affects six parcels: #220060044, #220060015, #220060016, #220060045, #220170023, and the northeast corner of #220150110. **Figure 1** shows the subject parcels outlined in red.

Figure 1: County Recorder's Plat Map Depicting Exterior Perimeter of the Subject Parcels.



The property is currently governed by four zones: the RE-15, RE-20, FV-3, and FR-3 zone, with the majority of the property (about 205 acres) being in the RE-15 zone (see Figure 2 for a graphic depiction of current zoning). All of the property in the RE-15 and FR-3 zones are also governed by the Wolf Creek development agreement that was adopted in 2002, and updated and clarified in 2015. The 2015 clarification divvied out the remaining development rights from the 2002 agreement to the various remaining ownerships. From that, the portion of the property in the RE-15 zone was given 413 residential development rights. Of the 413 rights, 94 have already been platted, leaving a remaining 319 residential development rights.

Since 2015 there have been other various updates to the Wolf Creek agreement, but none appear to affect the subject property in any meaningful way.

In addition to the 413, the applicant has fairly recently acquired the part of the property currently in the FV-3 zone. This portion of the property is not subject to the Wolf Creek development agreement and has a zoning base density of 13 units. When added to the 413 it comprises the 426 residential development rights generally discussed in this

report and in the development agreement. Because it is simple to understand how the 13 FV-3 rights were derived (total acreage divided by 3), this report focuses substantially on explaining the allocation of the 413.

With this application, the applicant is requesting three things. First, to remove the property from the Wolf Creek development agreement. Second, to apply the Master Planned Development Overlay Zone (MPDOZ) to the property. Third, after being requested by staff, the applicant has agreed to request the consolidation of the four zones into one zone that better reflects the amount of density that past development agreements have assigned to it, and better reflects/assigns the semi-rural single-family intended uses of those agreements for this property. The consolidation will also help avoid the long-term administrative complications of applying split zoning.

Among other things, the MPDOZ requires development configuration to be generally based on the principles found in the cluster subdivision ordinance. As can be reviewed from this project's master plan, this proposal provides for that clustering of lots surrounded by meaningful open space areas.

As a legislative item, the county is not obligated to approve any or all of the applicant's requests. It should be noted, however, that regardless of the county's decision on this application, the 413 residential development rights from the Wolf Creek development agreement will still be assigned to the property. This means that the county is bound by contract to provide a way by which the applicant can plat them. At this time, the applicant has two other options for platting that do not require a legislative action; plat using the complications of the cluster subdivision ordinance and/or plat as a traditional (no open space) subdivision.

Given these other two options, staff recommends approving the applicant's request, as it appears to offer better community outcomes supported by the Ogden Valley General Plan, and gives the county a little bit of leverage to get better street and trail connectivity, meaningful open spaces, and certain infrastructure improvements that the county would not otherwise be allowed to mandate.

Zoning Analysis

The Weber County Land Use Code has a chapter that governs application-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code and best planning practices.

As afore mentioned, the property is split by three zones. The following are the purposes and intent of each.

RE-15 and RE-20:

"The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone."

FV-3:

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

FR-3:

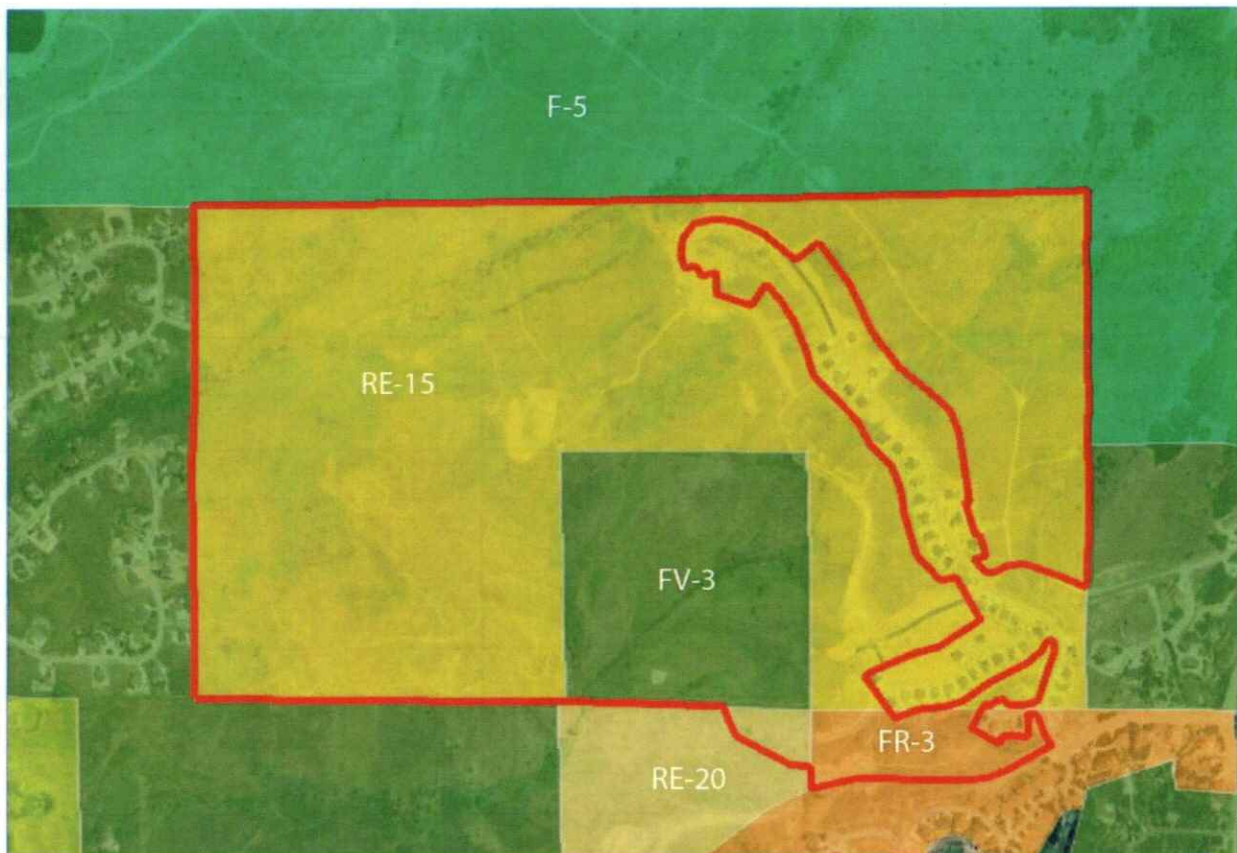
"The purpose of the forest residential zone is to provide area for residential development in a forest setting. ... The FR-3 zone is intended to provide medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts."

The FR-3 zone is the primary reason staff has requested the overall property to be rezoned to one consistent single-family residential zone. It is too different from the other three more rural-oriented zones. If the future for some reason does not go as is now being planned and the development agreement density restrictions cannot be applied as is now being intended, it could potentially expose a portion of the property to the FR-3 density rights and/or uses. For example, in Nordic Valley there was a parcel that was zoned FR-3 with what the county thought was a development restriction for only a very small fraction of those units allowed to be constructed. As we later came to find out, the restriction was not written well enough for the attorney's office to feel it would withstand a court's scrutiny and the county was essentially bound to recognize all of the rights established by the FR-3 zone. Building on that lesson, staff feels it would be appropriate to work with the applicant to, at the very least, remove the FR-3 zone from the property if not consolidate all zoning into one.

If approved as staff is recommending, the new zoning map would appear as set forth in Figure 3, with the entire subject property being in the RE-20 zone. Please note the portion of the Bridges development that is already platted is not a part of this proposed rezone or development agreement.

The development standards for lots/units in the property will be as specified in the proposed development agreement (see Exhibit D of the attached proposed development agreement) rather than as provided in the RE-20 zone. With the exception of the applicant's request to allow short-term rentals as further explained below, the uses proposed therein substantially reflect the single-family oriented uses of the RE-20 zone, minus large-lot uses, farm animals, and institutional uses (i.e. churches, care facilities, etc). The applicant is requesting that all proposed uses be allowed as a permitted use. The following table is a comparison between the code and the applicant's requested

Figure 2: Current Zoning Map and the Subject Parcel(s).



uses. Staff suggests accepting the applicants proposed uses as long as they are phrased as provided in the RE-20 zone and as long as the uses designated as conditional uses remain conditional.

RE-20 Code-Allowed Uses Compared to Applicant's Development Agreement Uses

RE-20 Zone Uses Allowed by Code

**RE-20 Uses Proposed by Applicant
(all requested to be permitted uses)**

Permitted Uses	
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use;	Accessory building incidental to the use of a main building
Accessory dwelling unit, in compliance with Chapter 108-19.	Accessory dwelling unit
Agriculture and agricultural experiment station;	x
Animals and fowl kept for family food production as an incidental and accessory use to the residential use of the lot;	x
Church, synagogue or similar building used for regular religious worship;	x
Cluster subdivision, in accordance with title 108, chapter 3 of this Land Use Code;	x
Corral, stable or building for keeping of animals or fowl, provided such building shall be located not less than 100 feet from a public street, and not less than 25 feet from any side or rear lot line;	x
Golf course, except miniature golf;	x
Greenhouse and nursery limited to sale of material produced on premises and with no retail shop operation;	x
Home occupations;	Home occupations
Household pets;	House pets
Parking lot accessory to use permitted in this zone;	Parking lot accessory to use permitted in this zone
Private stables; horses for private use only, and provided that not more than one horse may be kept for each one-half acre of land used for horses within any lot and no horses shall be kept on any lot of less than one-half acre in area;	x
Public building; public park, recreation grounds and associated buildings, public schools; private educational institutions having a curriculum similar to that ordinarily given in public schools;	Public/private building; public/private park, recreation grounds, clubhouse, pool and associated buildings
Single-family dwelling	Single family dwelling
Temporary building or use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.	Temporary building or use incidental to construction work
Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area	
The following uses are permitted in the Residential Estates Zones RE-15 and RE-20: Chinchilla raising.	x
Permitted Uses Requiring Five Acres Minimum Lot Area	

Farms devoted to the hatching, raising (including fattening as incident to raising) of chickens, turkeys or other fowl, rabbit, fish, frogs or beaver hatched or raised on the premises;	x
Raising and grazing of horses, cattle, sheep or goats, including the supplementary feeding of such animals, provided that such raising or grazing is not a part of, nor conducted in conjunction with any livestock feed yard, livestock sales yard, slaughterhouse, animal by products business or commercial riding academy.	x
Conditional Uses	
Child day care or nursery.	x
Educational/institutional identification sign.	x
Private park, playground or recreation grounds and buildings not open to the general public and to which no admission is made but not including privately owned commercial amusement business.	x
Public utility substation.	Public/private utility substation
Residential facilities for handicapped persons meeting the requirements of section 108-7-13 of this Land Use Code.	x
Residential facility for elderly persons meeting the requirements of section 108-7-15 of this Land Use Code.	x
Water storage reservoir developed by a public agency and meeting requirements of title 108, chapter 10 of this Land Use Code.	Water storage reservoir
Small wind energy system.	x
	Short term rentals (Not a use listed in the RE-20 zone)

Nonconforming (grandfathered) rights.

In reviewing this application it is important to note that there are existing nonconforming rights attached to the property. The way the proposed agreement is written, the rezone and agreement will remove those rights in favor of the new rights being requested. Two of the nonconforming rights that the planning commission should be aware of is the right to continue platting the project as a PRUD, and the right to establish short term rentals on the property. Both are better explained below.

In 2016, the applicant gained approval of a Conditional Use Permit (CUP) to master plan part of the property. This is the CUP that the proposed development agreement proposes to supersede. This CUP allowed for 364 of the 413 residential development rights to be platted as a Planned Residential Unit Development (PRUD), leaving 49 of those rights still assigned to the property to be later master planned/platted.

In 2021, the county repealed the PRUD ordinance. At the time, PRUD decisions were administrative, which gave the county limited approval discretion. The PRUD ordinance was replaced with the MPDOZ, which gives the county wide approval discretion. Despite the ordinance being repealed, because the applicant has continued to plat subdivision phases under the old PRUD rules within timeframes prescribed by ordinance, this PRUD approval appears to remain a nonconforming (grandfathered) PRUD. This means that as long as new phases continue to be platted within ordinance-prescribed timeframes, the applicant can continue to plat lots and establish uses pursuant to that 2016 approval. To date, only 94 of the 364 units have been platted, leaving 270 lots/units still entitled under that approval.

In addition, the 2016 CUP approval granted the additional right for an unspecified number of the 364 units to be used as short-term rentals (STR). This STR right does not appear to be tempered by that approval with any use-specific standards. Because the approval came well before the county adopted the strict short-term rental provisions of current code, staff is not certain at this time whether the 2016 approval vests the use without the new standards. If it does, then superseding and eliminating that CUP in favor of this rezone and development agreement gives the county better ability to govern STRs on the property. And because the right to STRs was only arguably granted to 364 units subject to that CUP, through this rezone the county has some latitude as to whether or not the remaining 49 units should be allowed to be used as STRs.

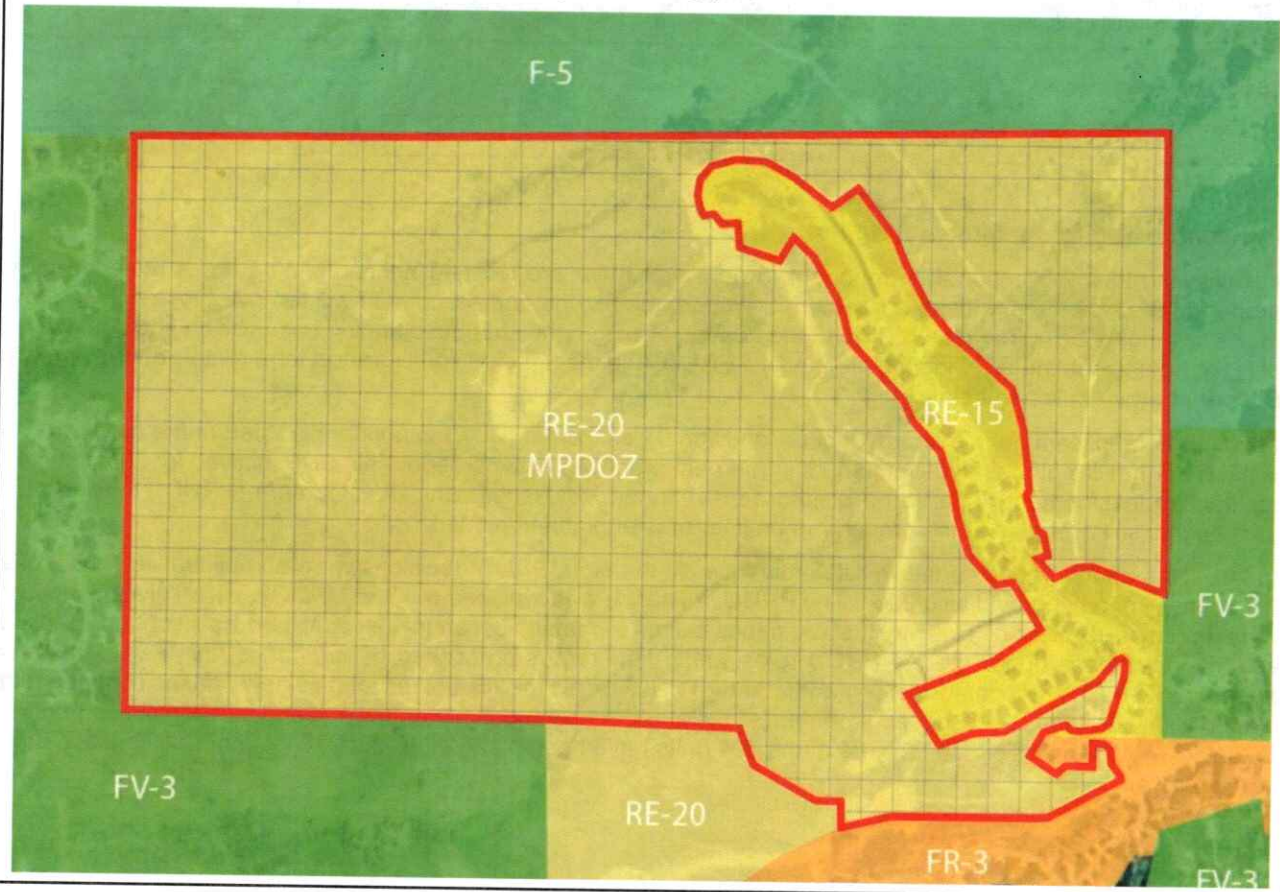
Unless the applicant has additional favor to offer the county in exchange, staff does not recommend extending the right to those units, and further recommends the STR-restricted units be located on the lots proposed on the western and southwestern edges of the project. This will provide a significant buffer between STRs and the existing residences in the Sheep Creek subdivision on the west, as well as potential future large-lot development on the vacant FV-3 zoned parcels southwest of the property.

In summation, it is important to note that if the county denies this rezone, or if the county applies extensive regulations or restrictions to it that make it untenable for the applicant to continue to pursue, the applicant can still finish development pursuant to the 2016 approval for what remains of the 364 units and establish each as STRs. If that becomes the case, the applicant will only have 49 of the 413 units, or 62 of the 426 units if counting the FV-3 parcel, remaining to plat or plan.

It is also important to note that so long as nonconforming rights are not abandoned or discontinued, they run with the land even after incorporation becomes effective.

Rezone Negotiations.

Figure 3: Proposed Zoning Map and the Subject Parcel(s).



The reason it is important to understand the applicant's grandfathered rights is, as with any negotiation, the county should know the leverage it has at its disposal as well as the leverage the other party has, and what may occur if negotiations are unsuccessful. In this case, if negotiations are unsuccessful, the other party has the contractual right via the Wolf Creek development agreement to plat 413 development rights on the property. Of that, the applicant has the right to continue to plat and establish uses in accordance with the master plan, the zone, and the uses approved in 2016, including STRs, for 364 units. While the applicant may still have the right to plat the remaining 49 units, the county has some limited latitude based on adopted standards and ordinances to influence the general configuration of them, including some limited street connectivity. Further, the county has full discretion to prohibit STRs from the 49 (62 when counting the units derived from the FV-3 zone).

However, as long as the county is cognizant of the applicant's best alternative to a negotiated agreement, the county has quite a bit of leverage regarding configuration and connectivity, infrastructure and improvements, allowance or limitation of uses (including STRs), and other effective or desirable community-building measures.

Over the last several months staff have worked with the applicant to negotiate these items and others. The attached proposed development agreement is the outcome thus far.

Development Agreement.

The attached proposed negotiated development agreement captures most of the terms negotiated between staff and the applicant. Staff's recommendation in this report contains a number of other considerations we are requesting that are yet to be more fully fleshed out. The county commission will benefit from the planning commission's recommendation regarding them and other aspects both in and not in the proposed development agreement.

The planning commission's role in evaluating provision in the development agreement is generally limited to land use regulations. In this context, state code defines a land use regulation as "... a rule that governs the use or development of land."¹ The proposed development agreement contains quite a bit of rules that govern county administration and processes more than they govern the use or development of land. To help ease the planning commission's need for discernment, staff has provided an asterisks (*) at the beginning of each section or subsection that is believed to pertain to land use regulations. The planning commission can feel free to review and ask questions about non land use regulations, just be advised that staff may not have definitive answers for some that are subject to additional negotiations with other county divisions or the county commission.

Rather than collecting staff's specific development agreement comments/explanations in the body of this report, staff has provided them in the margins of the attached development agreement for the planning commission's review.

One consideration discussed by the developer and staff is the provision for affordable housing. The applicant has suggested that because the proposed cabin units are 1,000 square feet they are likely to become some of the most affordable new residential units that will be on the market in the area. That should indeed be the case for those that are not used for STRs.

Rezone Objectives.

Among other considerations deemed important to the planning commission, county code suggests each rezone be reviewed for the following general considerations. Each provide a decent backdrop from which to base findings for approval or denial.

- (a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.***
- (b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.***

¹ See UCA 17-27a-103.

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

Staff Recommendation

After reviewing the proposal within the intended context of the Ogden Valley General Plan, existing zoning, and existing development agreements, it is staff's opinion that this rezone will help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with the following considerations, which are intended to be incorporated into the zoning development agreement or executing rezone ordinance:

1. Rezone the entire property to the RE-20 zone.
2. The list of allowed uses (Exhibit D) and standards (Exhibit E) of the DA should be updated to provide the following:
 - a. More specifically address staff notes/comments.
 - b. Include the specific language found for each use in the RE-20 zone or provide alternative regulatory standards that serve the same purpose.
 - c. The uses that would otherwise require a conditional use permit should have specific aesthetic and safety standards written into the agreement if they are to be allowed as permitted uses. Standards such as building materials, fencing/wall materials and design, screening requirements including specific vegetation densities, if vegetation will be used for screening, and conditions or circumstances under which screening is required, and a long term landscaping and maintenance plan.
 - d. Short term rentals:
 - i. Should be limited to only the 364 units they were approved for by the 2016 CUP, including the 94 units already platted, giving the applicant a total of 270 more STRs.
 - ii. Should be prohibited from lots 51-57, 425-430, and 501-521, and from at least 50 percent of the cabin units. A reference to this restriction should be required on each subdivision plat.
 - iii. Should either be specifically limited to no more than two "sleeping rooms" as provided in the STR ordinance, or provide no less than three parking spaces.
 - e. The cabins:
 - i. Should be limited to no more than 1,100 square feet of livable space in an effort to provide more affordable housing options.
 - ii. Contain no more than two bedrooms.
 - iii. Parking lots should all be connected by means of a continuous five-foot sidewalk, including safe street crossings. The sidewalk connections should generally run parallel to the street unless a route that is more efficient for pedestrians and more likely to be used instead of the street can be provided otherwise.
 - iv. Proposed exterior design should be included in the design standards.
3. The street cross sections should be updated to include the final expected design of Fairways Drive, or reserve a place for it and provide an agreement to follow whatever it is for the portion of the street required of the applicant.
4. Staff's other comments and suggestion provided in the attached DA should be more fully addressed prior to county commission approval.

5. A homeowner's association is created to provide perpetual operations and maintenance of the open space areas and trails.

Staff's recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.
2. The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Model Motion

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

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

I move we forward a positive recommendation to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone.

I do so in support of including the recommended additional considerations from staff in the staff report, and with the following findings:

Example findings:

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

Motion for positive recommendation **with changes**:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone.

I do so in support of including the recommended additional considerations and findings provided by staff in the staff report, **but with the following additional edits and corrections**:

Example of ways to format a motion with changes:

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

I do so with the following findings:

Example findings:

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

Motion to recommend denial:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2024-11, an application to rezone approximately 250 acres of land, known as the Bridges development, located at approximately 4800 East Fairways Drive to the Master Planned Development Overlay Zone, and to consolidate the property's base zones from the RE-20, RE-15, FV-3, and FR-3 zones to the RE-20 zone. **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Agreement and Exhibits.

Exhibit B: (Initial) Application.

Staff Report Exhibit A: Proposed
Development Agreement and
Exhibits.

DRAFT TO COUNTY FOR PLANNING COMMISSION
01/19/25

(SOME OF THE LEGAL LANGUAGE STILL BEING NEGOTIATED)

(MANY CROSS-REFERENCES NOT CORRECTED)

**MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY**

February __, 202

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Not fully coordinated with current draft

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY**

This MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of December, 2024, by and between Weber County, a political subdivision of the State of Utah; and the Bridges Holding Company, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this MDA.
- F. Development of the Property will include the Intended Uses as defined in this MDA.
- G. Development of the Project as a master planned community pursuant to this MDA 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 MDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this MDA 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 MDA 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 MDA.
- K. Master Developer and the County have cooperated in the preparation of this MDA.
- L. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this MDA.
- M. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2024).

N. This MDA 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 was considered by the Planning Commission on January 28, 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2024), in making a recommendation to the County Commission.

O. The County believes that this MDA 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 MDA relating to "fixed criteria" are "administrative" in nature.

Q. This County's entry into this MDA is authorized by the adoption of Ordinance # _____ on February ___, 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 MDA.

1.2. **Definitions.** As used in this MDA, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized in this MDA. 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 MDA that can be approved by the Administrator pursuant to Section 16.

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

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. **MDA** means this Master Development Agreement including all of its Exhibits.
- 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. (2024).
- 1.2.8. **Commission** means the elected County Commission of the County.
- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **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.
- 1.2.11. **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 MDA.
- 1.2.12. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County in effect as of the date of the execution of this MDA regarding land use, specifically, Titles _____, _____ and _____ a digital copy of which is attached as Exhibit "F".
- 1.2.13. **Default** means a material breach of this MDA.
- 1.2.14. **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.
- 1.2.15. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.
- 1.2.16. **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, or any of the Intended Uses.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.18. **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

Commented [E2]: This is the current county code.

Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

- 1.2.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.
- 1.2.20. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.21. **Exceptions from County Standards** means the Design Guidelines (Exhibit D) and the minimum setback standards in the Technical Guidelines (Exhibit E) which contain certain modifications to or from the County's current engineering and site design requirements. If there is any conflict between the Design Guidelines or the minimum setback standards in the Technical Guidelines and the current County standards the Design Guidelines and the minimum setback standards in the Technical Guidelines shall control.
- 1.2.22. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.23. **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.
- 1.2.24. **Intended Uses** means those uses allowed to be developed on the Property pursuant to this MDA as specified in the Design Guidelines and the Zoning.
- 1.2.25. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.26. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of Four hundred twenty-six (426) Residential Dwelling Units.
- 1.2.27. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.28. **Open Space** means that definition as found in the County's Vested Laws as may be modified by the Master Plan.
- 1.2.29. **Master Developer** means the Bridges Holding Co., LLC, which owns The Property.

Commented [E3]: This should be "owners."

Commented [E4]: Attached Exhibit D.

Commented [E5]: This should be 332 because 94 of the 426 have already been platted.

- 1.2.30. **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 MDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.31. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.32. **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.
- 1.2.33. **Parks, Trails, and Open Space ("PTOS") Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit "C".
- 1.2.34. **Parties** means the Master Developer, and the County.
- 1.2.35. **Party** means either the Master Developer, or the County individually.
- 1.2.36. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.37. **Prior Agreements** means any and all prior development agreements or conditional use permits pertaining to the general development layout of the Property, including the "Conditional Use Permit," Index number CU INDE51-2016, approved on July 19, 2016, with permit number CUP2016-12.
- 1.2.38. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.39. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, and all of the other aspects approved as part of this MDA.
- 1.2.40. **Property** means the approximately XXX acres as illustrated on Exhibit "B" and legally described in Exhibit "A".
- 1.2.41. **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, drainage plan, and utilities.
- 1.2.42. **Residential Dwelling Unit ("RDU")** means a single unit intended to be occupied for residential living purpose.

Commented [E6]: This should be 250.29 according to the revised master plan.

1.2.43. **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.

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

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

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

1.2.47. **Technical Guidelines** 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".

1.2.48. **Zoning** means the zoning of the Property shown on Exhibit "B".

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

Commented [E7]: This clause removes the Bridges from the Wolf Creek Development Agreement, and any other agreement including the PRUD conditional use permit used to develop the property up until now.

Commented [E8]: See definition above.

3. **Development of the Project.**

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

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

3.3. ***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 MDA subject to the restrictions on RDUs of Master Developer's Property. 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 MDA shall not reduce the number of Maximum RDUs.

Commented [E9]: This should perhaps say "other non-residential Intended Uses" just to be extra clear.

3.3.1. ***Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan reflects the general location and configuration of PTOS, and residential uses within the Project.

3.4. **Master Developers' Discretion.** Nothing in this MDA 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.

- 3.4.1. ****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.

3.5. Required Process.

- 3.5.1. ****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.
- 3.5.2. ***Building Permits.*** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has completed 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 any work required by the Development Application has gone under warranty. 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.
- 3.5.3. ***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.
- 3.5.4. ***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.

- 3.5.5. **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 MDA. 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 MDA.

3.5.6. **Outsourcing of Processing of Development Applications.**

- 3.5.6.1. 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.
- 3.5.6.2. Election/Cost Estimate. If the County or Master Developer determines in either of their its discretion that Outsourcing is appropriate to meet review timeliness requirements of State Code, 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.
- 3.5.6.3. 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.
- 3.5.6.4. 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 his section shall be resolved pursuant to the Dispute

Commented [E10]:

County admin has requested that this entire section be revised to better match county's current process.

Resolution Processes.

- 3.5.6.5. 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.
- 3.5.7. *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.
- 3.5.8. *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.
- 3.5.9. *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.
- 3.5.10. *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 MDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.5.11. *Dispute Resolution.* The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.5.12. *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.

- 3.5.13. ***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 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.

Commented [E11]: This usually refers to providing an escrow for completion or reclamation, however Weber County Code does not stipulate that. Staff suggests adding something to that effect here.

3.5.14. ***Outsourcing of Inspections.***

- 3.5.14.1. 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.
- 3.5.14.2. 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.
- 3.5.14.3. 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.
- 3.5.14.4. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute

regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

- 3.5.14.5. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.6. **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 (2024), 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.

3.7. ***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.

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

- 3.8.1. ***Ownership** of the property subject to the Development Application;
- 3.8.2. ***Maximum RDUs.** The total number of RDUs allowed in the Bridges development, including areas not affected by this Agreement;
- 3.8.3. ***Units Previously Platted.** The number of RDUs previously platted within any part of the Bridges development, including areas not affected by this Agreement, and their percentage of the Maximum RDUs;
- 3.8.4. ***Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted subdivision application, and their percentage of the Maximum RDUs;
- 3.8.5. ***Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development, and their percentage of the Maximum RDUs;
- 3.8.6. ***Units Transferred or Remaining.** The number of RDUs remaining with Master Developer and their percentage of the Maximum RDUs;
- 3.8.7. ***Parks, Trails, 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, or linear feet of trails, separating paved trail quantities from soft trail quantities, together with all of their respective

Commented [E12]: See Section 3.9

percentage of totals proposed in the PTOS; and

3.8.8. ***Material Effects.** Any material effects of the sale on the Master Plan.

3.9. ***Accounting for Used or Transferred RDUs.** Master Developer is responsible for the accounting of, disposition of, or use of all RDUs within the Project. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of RDUs to any other party owning land within the Project, provided that their use is in compliance with this MDA and County Laws.

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

- 3.10.1. *The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for.
- 3.10.2. *The Development Application for any Phase shall comply with the Master Plan and provide for future Phases' access and infrastructure connectivity and compatibility, including the temporarily dead-end street provisions in County Vested Laws.
- 3.10.3. *The Development Application for each Phase shall comply with the PTOS provisions of Section 10.
- 3.10.4. *Prior to or with a Development Application for the 25th permit for building an RDU, Master Developer shall cause the completion of Snowflake Drive's street connection to the Project.
- 3.10.5. *Prior to or with the Development Application for the 25th permit for building an RDU, Master Developer shall cause the completion of Fairways Drive where this Project, or any part of the previously platted portions of the Bridges, is directly adjacent.
- 3.10.6. *Prior to or with the Development Application permit for building an RDU, developer shall provide the Project a secondary emergency egress other than one that relies on Highway 158. If this egress is the remainder of the incomplete portion of Fairways Drive connection to 4100 North to the west, it shall be improved to a typical fire egress road and be maintained by Master Developer as such through the duration of its completion by others as a public street. County agrees that if Master Developer desires to complete this portion of Fairways Drive to County standards at its own expense it shall have the right to do so and may pursue the reimbursement provisions herein. Unless a reimbursement method is later agreed on by the Parties otherwise in writing, County agrees to waive the transportation impact fee for each building permit in the Project.
- 3.10.7. *Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

Commented [E13]: This sentence does not appear to fit here. Might apply to something else in this agreement?

Commented [E14]: This paragraph pertains to the movement of RDUs within the Bridges between developer/subdevelopers and not to the general TDRs provisions currently in county code. A little more clarity on that point would be prudent.

Commented [E15]: This connection was originally planned by the applicant. County did not allow it to go forward due to ground saturation concerns. Those concerns have been resolved.

Commented [E16]: This is referencing the part of the property that touches the existing or future Fairways Drive.

Commented [E17]: To be clarified. Staff has request this provision state that before any more development occurs there should be another access point to the project that does not rely on Highway 158.

This may very well be the completion of Fairways Drive. The county has funded that project but actual construction has been delayed. The applicant has expressed interest in helping that along and the final agreement may provide for that.

4. **Zoning and Vested Rights.**

4.1. ***Vested Rights Granted by Approval of this MDA.** 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 MDA grants to Master Developer all rights to develop the Project in fulfillment of this MDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA 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 (2024).

4.2. ***Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 1.2.9 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) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2023)) 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 MDA 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 MDA 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.

5. **Term of Agreement.** The initial term of this MDA shall be until December 31, 2034. If as of that date, Master Developer is in compliance of this MDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this MDA shall be automatically extended until December 31, 2039, and, thereafter, for two (2) additional period of five (5) years provided the forgoing condition is true. This MDA shall also terminate automatically at Buildout.

6. ***Application Under County's Future Laws.** Without waiving any rights granted by this MDA, 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. ***Public Infrastructure.**

7.1. ***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.

7.1.1. ***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 Vested Laws.

7.1.2. ***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.

7.2. ***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 MDA 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 after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

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

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

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

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

9.1. ***PTOS Plan**. All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit “C” and as follows. The percentage of RDUs proposed from the Maximum RDUs in any Development Application shall be the same percentage or no more than 15% less than the percentage of Open Space acreage from the overall proposed Open Space acreage, and the percentage of linear feet of trail from the overall proposed linear feet of trail, as provided in the PTOS Plan. For the Open Space acreage, the nearest Open Space acreage reasonably available shall be provided. For the trails, linear feet shall be added to the 10-foot wide paved trail when a proposed RDU or lot is located within 660 feet of the planned location of the 10-foot wide paved trail; otherwise linear feet shall be added to any trail as determined by Developer.

10. ***On-Site Processing of Natural Materials**. Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for use on other locations outside the Project owned or controlled by parties related to Master Developer. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Master Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the County prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The County shall issue a land disturbance permit if the standards of this section are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Default.**

Commented [E18]: Staff is generally okay with this section. The reason being that if material has to be removed from or moved to this site, it is likely to have to move through the Valley and down Ogden Canyon. It would be better for the community overall to allow a more site-contained (or area contained) method of grading. Doing so will require some sorting and processing in order to provide for usable grading material.

For any rock crushing or similar loud operation, staff suggests adding setback and berming standards to protect existing adjacent residential.

Commented [E19]: Needs to be clear that this is a consequence of and not an exception to the rule above.

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 MDA 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.** The right to withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project. in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

11.4. **Public Meeting.** Before any remedy in Section 13.3 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 MDA 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 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any

Commented [E20]: Clarify that this exception will not apply if the master developer's default pertains to a failure to correctly install infrastructure to the subdeveloper's parcel.

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 MDA, 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 14.3 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 14.2.

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 position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County 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 other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: Bridges Holding Company, 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

With a Copy to: Weber County
Attn: Deputy County Attorney
[Chris Crockett](#)

13.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, 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 MDA 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 the applicability of this MDA may be considered and approved by the Administrator.

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

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

14.2. ***Application to Administrator.** Applications for Administrative Modifications 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 17.

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 MDA shall be considered as Modification Applications subject to the following processes.

15.1. ***Who May Submit Modification Applications.** Only the County and Master Developer with the consent of the Master Developer or an assignee that succeeds to all of the rights and obligations of the Master Developer under this MDA (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.

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

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 for 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 MDA and/or the County's Vested Laws (or, only to the extent permissible under this MDA, the County's Future Laws).

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

16. **Estoppel Certificate.** 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 MDA 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 MDA 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 MDA does not create a joint venture relationship, partnership or agency relationship between the County, and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA 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 MDA 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 MDA 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. The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or 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 or failing to perform on any other development projects in the County or elsewhere.

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

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

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 as are 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 MDA without any required approval, review, or consent by the County except as otherwise provided herein. Except as otherwise stated in this MDA, 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 MDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this MDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

24. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA 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 MDA, 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 MDA, 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 Planning Division Director. The initial representative for Master Developer shall be Lewis Homes, Inc. 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 MDA 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 MDA 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 MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

30. **Applicable Law.** This MDA 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 MDA shall be brought only in the Second District Court for the State of Utah, Utah County.

32. **Entire Agreement.** This MDA, 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 MDA (including any written provision in all exhibits thereto). For any conflict between Exhibits B – E and this MDA, this MDA shall prevail. For any conflict between Exhibits B – E and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Exhibits B – E are conceptual in nature designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. 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 MDA shall be recorded in the chain of title for the Property. This MDA shall be deemed to run with the land.

35. ***Enforcement.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

36. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this MDA lawfully binding the County pursuant to Ordinance No. _____ adopted by the County Commission on February __, 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"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines
Exhibit "F"	County Vested Laws

[signatures on following pages]

COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Clerk/Auditor

Office of the County Attorney
Approved as to form and legality

MASTER DEVELOPER

Bridges Holding Company, LLC
A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the Manager of **Bridges Holding Company, 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 PROPERTY

A PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTH HALF OF SECTION 16, AND THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 16 NORTH 00°20'34" EAST 1321.19 FEET; THENCE NORTH 89°19'26" WEST 1316.32 FEET; THENCE SOUTH 00°21'49" WEST 1324.09 FEET TO THE SOUTH SECTION LINE OF SAID SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE NORTH 89°27'01" WEST 1974.97 FEET; THENCE NORTH 00°23'38" EAST 2655.19 FEET; THENCE SOUTH 89°28'10" EAST 3287.33 FEET; THENCE SOUTH 88°40'09" EAST 1486.52 FEET; THENCE SOUTH 00°20'39" WEST 2642.21 FEET TO THE SOUTH SECTION LINE OF SAID SOUTHWEST QUARTER OR SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°12'43" EAST 289.74 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 390.76 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 208.08 FEET WITH AN INTERNAL ANGLE OF 30°30'39" AND A CHORD BEARING SOUTH 76°25'38" WEST 205.63 FEET; (2) SOUTH 61°09'26" WEST 542.93 FEET; (3) ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT 302.33 FEET WITH AN INTERNAL ANGLE OF 30°55'57" AND A CHORD BEARING SOUTH 76°37'25" WEST 298.67 FEET; (4) NORTH 87°54'37" WEST 408.86 FEET; (5) ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE TO THE LEFT 418.64 FEET WITH AN INTERNAL ANGLE OF 30°45'06" AND A CHORD BEARING SOUTH 76°42'50" WEST 413.63 FEET TO THE WEST SECTION LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID WEST SECTION LINE NORTH 00°20'47" EAST 168.48 FEET; THENCE NORTH 89°32'10" WEST 66.09 FEET; THENCE NORTH 61°48'17" WEST 323.90 FEET; THENCE NORTH 23°10'15" WEST 180.39 FEET TO SAID SOUTH SECTION LINE OF THE SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°27'01" EAST 424.94 FEET TO THE POINT OF BEGINNING. CONTAINING 11,548,574 SQUARE FEET OR 265.119 ACRES. **ADD 40 ACRES**

LESS THAN EXCEPTING THE FOLLOWING:

FUTURE LOT 43 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1047.59 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 195.99 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 85.00 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 85.00 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET. CONTAINING 10200 SQUARE FEET.

FUTURE LOT 44 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1189.86 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 97.20 FEET FROM THE WEST QUARTER

CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 71.11 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 1.39 FEET, HAVING A CENTRAL ANGLE OF 00°11'15", CHORD BEARS 43°09'08" EAST 1.39 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 72.50 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8700 SQUARE FEET.

FUTURE LOT 51 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 16°45'43" EAST 112.75 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 120.00 FEET; THENCE NORTH 73°14'17" EAST 18.51 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'39", CHORD BEARS NORTH 64°40'57" EAST 52.07 FEET TO THE POINT OF BEGINNING. CONTAINING 8532 SQUARE FEET.

FUTURE LOT 52 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 60.27 FEET, HAVING A CENTRAL ANGLE OF 19°44'02", CHORD BEARS NORTH 46°15'36" EAST 59.98 FEET; THENCE SOUTH 53°36'25" EAST 27.60 FEET; THENCE SOUTH 16°45'43" EAST 97.87 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 127.75 FEET TO THE POINT OF BEGINNING. CONTAINING 8783 SQUARE FEET.

FUTURE LOT 53 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 71°30'20" EAST 59.50 FEET; THENCE SOUTH 16°45'43" EAST 94.64 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 117.87 FEET; THENCE NORTH 53°36'25" WEST 27.60 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 54.67 FEET, HAVING A CENTRAL ANGLE OF 17°53'35", CHORD BEARS NORTH 27°26'38" EAST 54.45 FEET TO THE POINT OF BEGINNING. CONTAINING 10305 SQUARE FEET.

FUTURE LOT 54 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 48.24 FEET, HAVING A CENTRAL ANGLE OF 15°47'41", CHORD BEARS NORTH 10°35'50" EAST 48.09 FEET; THENCE SOUTH 87°18'01" EAST 102.33

FEET; THENCE SOUTH 16°45'43" EAST 137.60 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 124.64 FEET; THENCE NORTH 71°30'20" WEST 59.50 FEET TO THE POINT OF BEGINNING. CONTAINING 12758 SQUARE FEET.

FUTURE LOT 65 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 880.09 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 849.53 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 35.94 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 68.37 FEET, HAVING A CENTRAL ANGLE OF 09°13'01", CHORD BEARS SOUTH 39°28'05" EAST 68.29 FEET; THENCE SOUTH 55°08'26" WEST 209.21 FEET; THENCE NORTH 41°56'03" WEST 70.55 FEET; THENCE NORTH 45°55'24" EAST 209.36 FEET TO THE POINT OF BEGINNING. CONTAINING 18372 SQUARE FEET.

FUTURE LOT 73 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 90.00 FEET; THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 90.00 FEET; THENCE NORTH 45°55'24" EAST 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15300 SQUARE FEET.

FUTURE LOT 74 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 98.36 FEET; THENCE NORTH 48°59'49" EAST 171.29 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 38.89 FEET, HAVING A CENTRAL ANGLE OF 03°04'25", CHORD BEARS SOUTH 42°32'23" EAST 38.89 FEET; THENCE SOUTH 44°04'36" EAST 50.30 FEET TO THE POINT OF BEGINNING. CONTAINING 15959 SQUARE FEET.

FUTURE LOT 75 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 97.97 FEET, HAVING A CENTRAL ANGLE OF 07°44'34", CHORD BEARS SOUTH 37°07'54" EAST 97.90 FEET; THENCE SOUTH 48°59'49" WEST 171.29 FEET; THENCE NORTH 44°04'36" WEST 71.67 FEET; THENCE NORTH 28°50'18" WEST 50.51 FEET; THENCE NORTH 56°44'23" EAST 172.67 FEET TO THE POINT OF BEGINNING. CONTAINING 19158 SQUARE FEET.

FUTURE LOT 76 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 56°44'23" WEST 172.67 FEET; THENCE NORTH 28°50'18" WEST 112.10 FEET; THENCE NORTH 61°09'42" EAST 170.00 FEET; THENCE SOUTH 28°50'18" EAST 42.89 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 55.96 FEET, HAVING A CENTRAL ANGLE OF 04°25'19", CHORD BEARS SOUTH 31°02'57" EAST 55.94 FEET TO THE POINT OF BEGINNING. CONTAINING 17980 SQUARE FEET.

FUTURE LOT 80 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 80.10 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 445.60 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 231.96 FEET; THENCE SOUTH 63°24'30" WEST 154.80 FEET; THENCE NORTH 28°50'18" WEST 84.22 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 26.67 FEET, HAVING A CENTRAL ANGLE OF 61°08'03", CHORD BEARS NORTH 01°43'44" EAST 25.43 FEET; THENCE ALONG THE ARC OF A 47.50 FOOT RADIUS CURVE TO THE LEFT 71.74 FEET, HAVING A CENTRAL ANGLE OF 86°31'46", CHORD BEARS NORTH 10°58'07" WEST 65.11 FEET; THENCE NORTH 35°46'00" EAST 78.54 FEET TO THE POINT OF BEGINNING. CONTAINING 22015 SQUARE FEET.

FUTURE LOT 81 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 252.97 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 605.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 100.54 FEET; THENCE SOUTH 61°09'42" WEST 183.50 FEET; THENCE NORTH 28°50'18" WEST 103.92 FEET; THENCE NORTH 63°24'30" EAST 159.75 FEET TO THE POINT OF BEGINNING. CONTAINING 17255 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 205.82 FEET; THENCE NORTH 44°04'36" WEST 20.30 FEET; THENCE ALONG THE ARC OF A 675.00 FOOT RADIUS CURVE TO THE RIGHT 106.32 FEET, HAVING A CENTRAL ANGLE OF 09°01'30", CHORD BEARS NORTH 39°33'50" WEST 106.21 FEET; THENCE NORTH 54°56'55" EAST 202.44 FEET; THENCE SOUTH 42°34'42" EAST 94.47 FEET TO THE POINT OF BEGINNING. CONTAINING 22698 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID

SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 112.38 FEET; THENCE SOUTH 45°55'24" WEST 202.88 FEET; THENCE NORTH 44°04'36" WEST 112.35 FEET; THENCE NORTH 45°55'24" EAST 205.82 FEET TO THE POINT OF BEGINNING. CONTAINING 22958 SQUARE FEET.

LESS THAN EXCEPTING THE FOLLOWING:

THE REUSE POND

EXHIBIT B MASTER PLAN

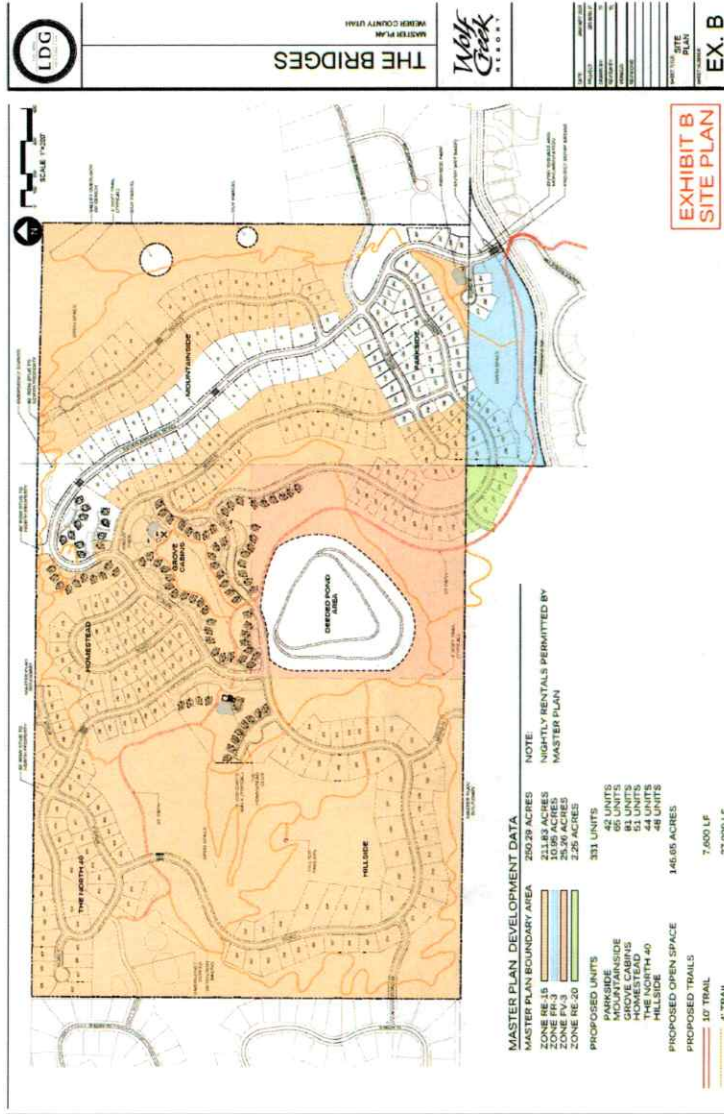


EXHIBIT C

PTOS PLAN



EXHIBIT D

DESIGN GUIDELINES

Intended Land Uses and Site Development Standards

Residential Estates Zone 20 (RE-20)

Permitted Uses

- Single family dwelling
- Accessory building incidental to the use of a main building
- Accessory dwelling unit
- Home occupations
- House pets
- Parking lot accessory to use permitted in this zone
- Public/private building; public/private park, recreation grounds, clubhouse, pool and associated buildings
- Temporary building or use incidental to construction work
- Public/private utility substation
- Water storage reservoir
- Short term rentals

Site Development Standards

- Minimum lot area
 - Cabins 2,000 square feet
 - Homes and buildings 4,000 square feet
- Minimum lot width
 - Cabins 40 feet
 - Homes and buildings 55 feet, 25 feet in cul-de-sacs
- Minimum yard setbacks
 - Cabins
 - Front 0 feet
 - Side 0 feet
 - Side; facing street on corner lot 0 feet
 - Rear 0 feet
 - Homes and buildings
 - Front 15 feet
 - Side 7.5 feet
 - Side; facing street on corner lot 7.5 feet
 - Rear 20 feet
 - Accessory building 5 feet
- Building height

Commented [E21]: Staff suggest this change to "accessory building or use incidental"

Commented [E22]: The term "private building" is nebulous. Perhaps limit it to "private building for use of HOA or similar?"

Also, if allowing private rec grounds consider limiting it to non-profit ownership, operation, and uses so it cannot later turn into a commercial amusement business.

Commented [E23]: These are listed as conditional uses in county code. The CUP process is how we get the utility to address the aesthetics of the utility's site. Making this a permitted use would not allow for that consideration. Staff suggests either keeping these a conditional use or inserting design and/or screening standards here.

Commented [E24]: Not a use listed in the RE-20 zone. Applicant has requested it be listed here for applicability to the project. This would be keeping with the terms of the PRUD approved in 2016. Perhaps limit it to only the original 364 units?

Commented [E25]: Minimum lot area being reduced from typical RE-20 standards due to amount of dedicated open space being provided.

Commented [E26]: Minimum width reduced from typical RE-20 standards due to amount of dedicated open space being provided.

Commented [E27]: It is generally intended that each cabin will be its own lot surrounded by mutual common area.

Commented [E28]: If allowing the below minimum setback, staff suggests that all front-facing garage doors be required to be setback a minimum of 20 feet so the driveway fits a standard sized truck.

- 35 feet maximum for all structures both main and accessory
- Height is determined as the vertical distance between the highest point of the building or structure and the average elevation of the land at the exterior footprint of the building or structure using the finished grade

Other

- Short term rentals
 - The parking requirement for the cabins is two parking stalls

Commented [E29]:

This is sufficient if the cabin will be limited to single-family dwelling uses and not STRs. Proposed cabins are 1,000 square feet and 2 bedrooms.

If a cabin is allowed to be used as an STR, staff suggests limiting it to no more than two "sleeping rooms" (including common rooms that will provide sleeping accommodations) each. Otherwise, staff suggests staying with parking regs in current STR code.

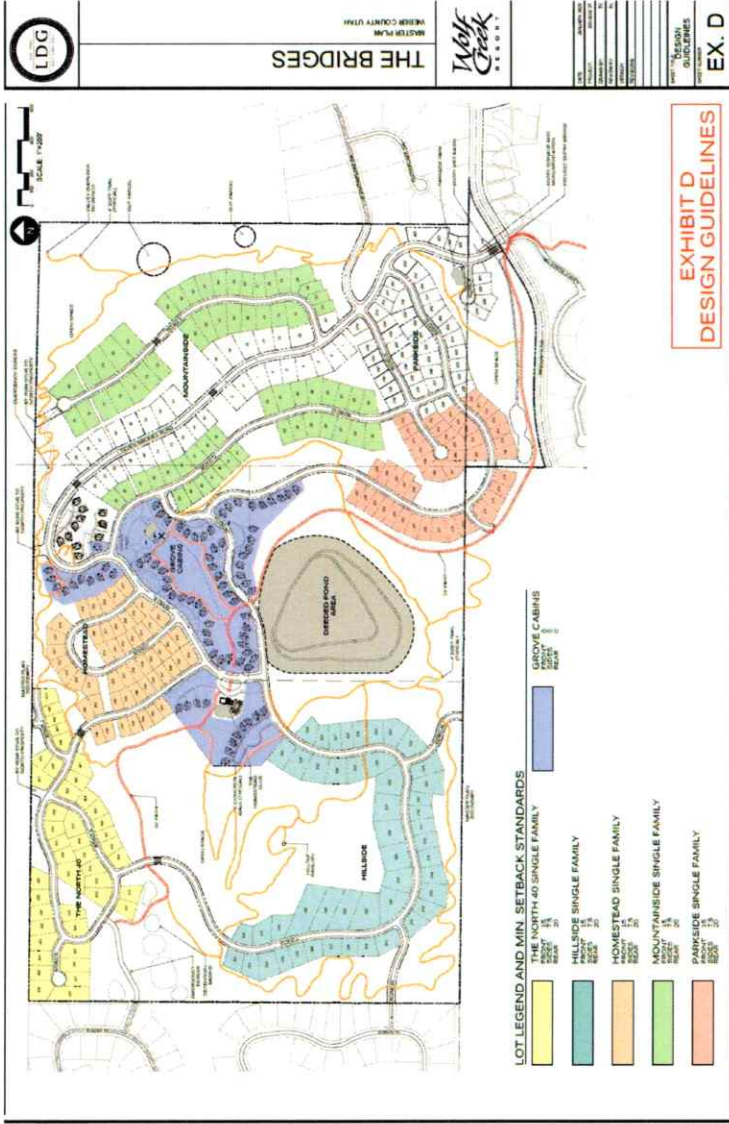


EXHIBIT E

TECHNICAL GUIDELINES Subdivision Standards

Permitted Subdivision Standards

- Street and trail profiles as shown in Exhibit E
- With a dedicated emergency fire access;
 - Max road length of cul-de-sac up to 2,000 feet without a mid block walkway
 - Can support up to 35 dwelling units
- Snowflake connection
 - Road will be completed when the next 25 lots are platted and will match the existing 24 foot road design
- Pathways
 - 10 foot wide asphalt with no concrete ribbon curb
 - Four foot wide soft trails
- Hillside development
 - Any lot with an average grade greater than 25 percent will have a building area and NOT be considered a restricted lot

Commented [E30]: I suggest limiting the use of this to only apply *after* the rest of the development is provided a secondary emergency egress that does not require use of HWY 158.



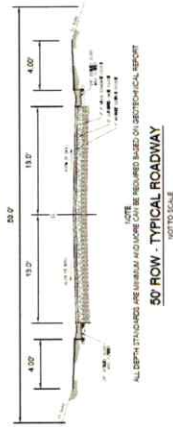
THE BRIDGES

WISCONSIN COUNTY VILLAGE

1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0	25.0	26.0	27.0	28.0	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0	38.0	39.0	40.0	41.0	42.0	43.0	44.0	45.0	46.0	47.0	48.0	49.0	50.0	51.0	52.0	53.0	54.0	55.0	56.0	57.0	58.0	59.0	60.0	61.0	62.0	63.0	64.0	65.0	66.0	67.0	68.0	69.0	70.0	71.0	72.0	73.0	74.0	75.0	76.0	77.0	78.0	79.0	80.0	81.0	82.0	83.0	84.0	85.0	86.0	87.0	88.0	89.0	90.0	91.0	92.0	93.0	94.0	95.0	96.0	97.0	98.0	99.0	100.0
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TECHNICAL
SPECIFICATIONS

EX. E



ROAD PROFILES
NOT TO SCALE



TRAIL PROFILES
NOT TO SCALE

EXHIBIT E TECHNICAL GUIDELINES

THE BRIDGES AT WOLF CREEK

MASTER DEVELOPMENT AGREEMENT (MDA)

EXHIBIT B



THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



DATE	OCTOBER 2024
PROJECT	000.0000.37
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE	COVER PAGE
SHEET NUMBER	C1.1

LOCATION MAP



PREPARED FOR:

LEWIS HOMES, INC
JOHN LEWIS
577 EAST ELKHORN DRIVE
EDEN, UTAH 84310
801.430.1507



CONSULTANTS:

LANDSCAPE ARCHITECT:
LANGVARDT DESIGN GROUP
336 WEST BROADWAY, SUITE 110
SALT LAKE CITY, UTAH 84101
801.583.1295



PROJECT MANAGEMENT:
THE HOUSEHOLDER GROUP
ERIC HOUSEHOLDER
2850 NORTH NORDIC VALLEY DRIVE
EDEN, UTAH 84310
801.389.0040



SHEET INDEX:

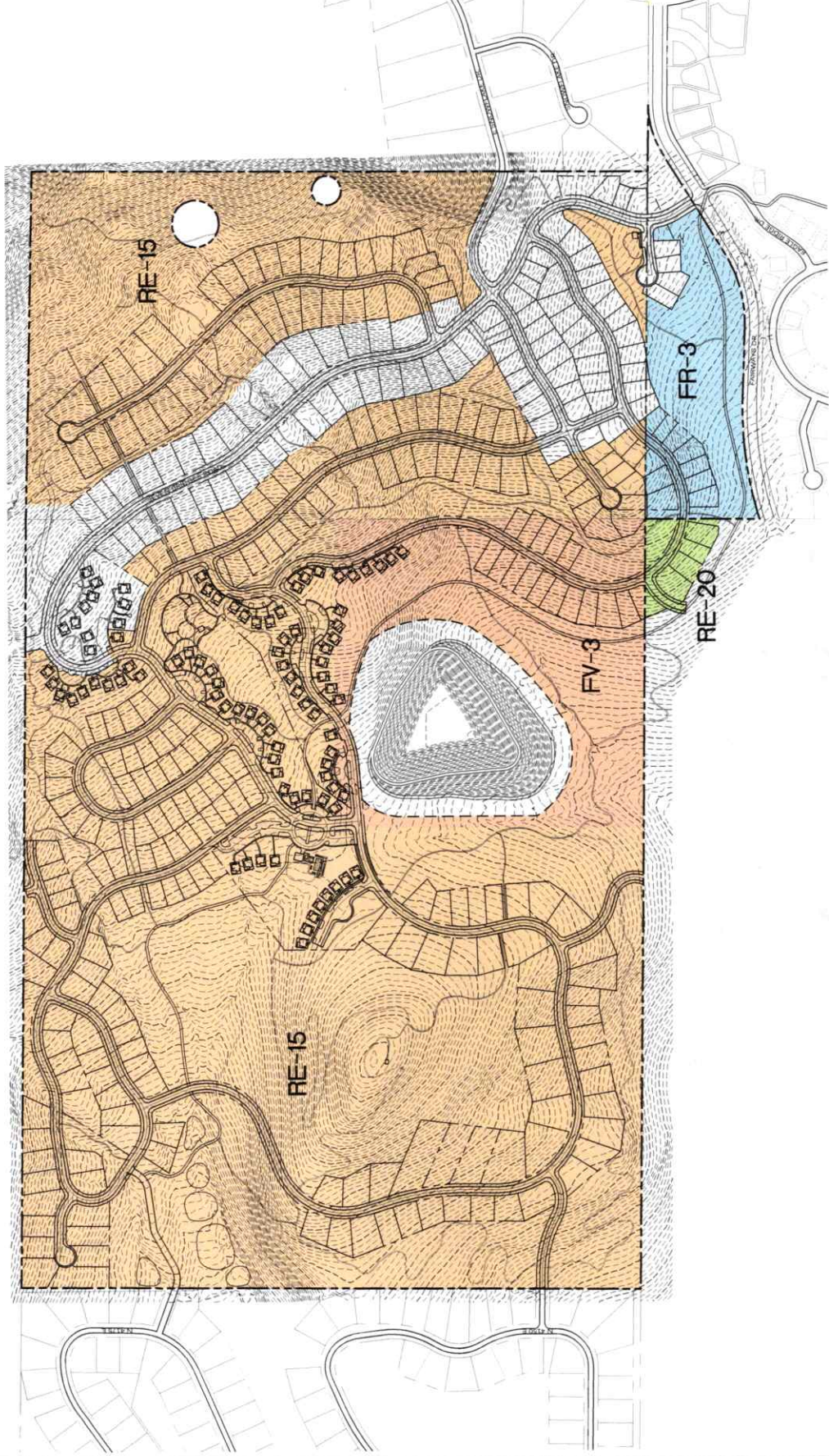
C1.1	COVER SHEET
P1.0	CURRENT ZONING PLAN
P1.1	PROPOSED ZONING PLAN
P1.2	OVERALL SITE PLAN
P1.3	CURRENTLY PLATTED LOTS
P1.4	CABINS SITE PLAN
P1.5	OVERALL SLOPE ANALYSIS
P1.6	CABINS SLOPE ANALYSIS
P1.7	OVERALL AERIAL PLAN
P1.8	CABINS AERIAL PLAN
P1.9	OVERALL PHASING PLAN
P1.10	OPEN SPACE PLAN
P1.11	DETAIL SITE PLAN
P1.12	DETAIL SITE PLAN
P1.13	DETAIL SITE PLAN
P1.14	DETAIL SITE PLAN
L1.1	ENTRY LANDSCAPE PLAN
L1.2	CABINS LANDSCAPE PLAN
L1.3	SITE ELEMENTS
A1.1	HOMESTEAD CLUB DETAIL
A1.2	GROVE CABIN DETAIL
S1.1	ROAD / TRAIL PROFILES
S1.2	ROAD CONNECTION PLAN



THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	000,000.00
OWNER	LDG
DESIGN BY	LDG
REVIEW BY	LDG
VERSION	1.0
REVISIONS	
SHEET TITLE	CURRENT ZONING PLAN
SHEET NUMBER	P1.0

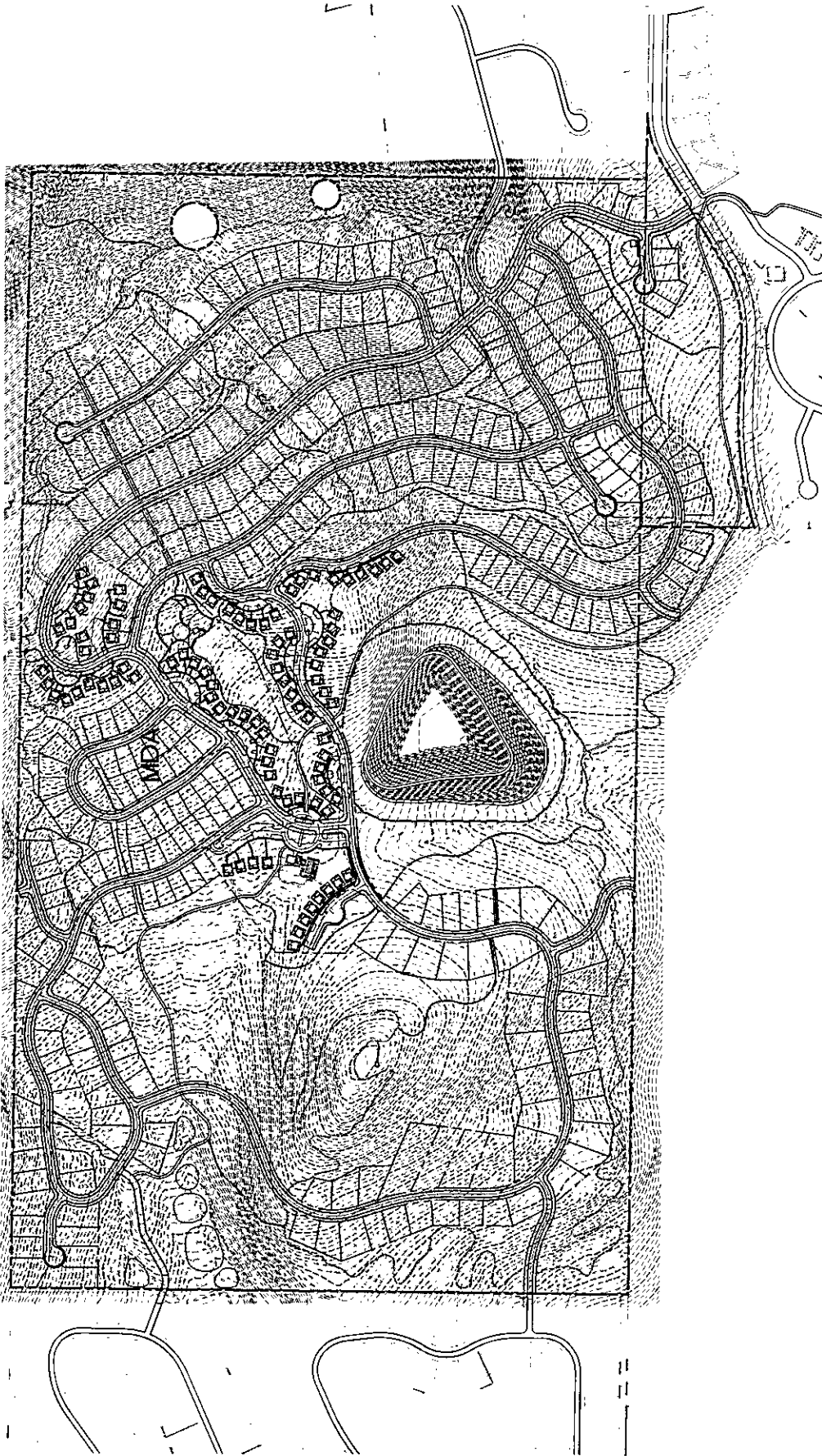




THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	040000.07
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET: PROPOSED ZONING PLAN	
SHEET NUMBER: P1.1	





THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	300,000.00
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE	OVERALL BRIDGES
SITE PLAN	
SHEET NUMBER	P1.2



LOT LEGEND AND MIN. SETBACK STANDARDS

LOT TYPE	MIN. SETBACK (FEET)
THE NORTH 40 SINGLE FAMILY	FRONT 10, REAR 10, SIDE 10
HILLSIDE SINGLE FAMILY	FRONT 15, REAR 15, SIDE 15
HOMESTEAD SINGLE FAMILY	FRONT 15, REAR 15, SIDE 15
MOUNTAIN SIDE SINGLE FAMILY	FRONT 15, REAR 15, SIDE 15
PARKSIDE SINGLE FAMILY	FRONT 15, REAR 15, SIDE 15

MDA DEVELOPMENT DATA

DATA	VALUE
TOTAL MDA BOUNDARY AREA	365.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	13.01 ACRES
ZONE RV-2	4.08 ACRES
ZONE RE-20	2.25 ACRES
ROAD ROW AREA	33.90 ACRES
MDA BOUNDARY AREA EXCLUDING PLATTED LOTS AND DEEDED POND	251.18 ACRES

NET DEVELOPABLE AREA

DATA	VALUE
PROPOSED UNITS	428 UNITS
PARKSIDE	92 UNITS
MOUNTAINSIDE	92 UNITS
GROVE CABINS	92 UNITS
THE NORTH 40	44 UNITS
HILLSIDE	48 UNITS
PROPOSED NET DENSITY	1 UNIT / 0.63 ACRES
PROPOSED OPEN SPACE	155.00 ACRES
PROPOSED TRAILS	10 TRAIL MILES
4 SOFT TRAIL	2,500 LF
4 SOFT TRAIL	35,000 LF



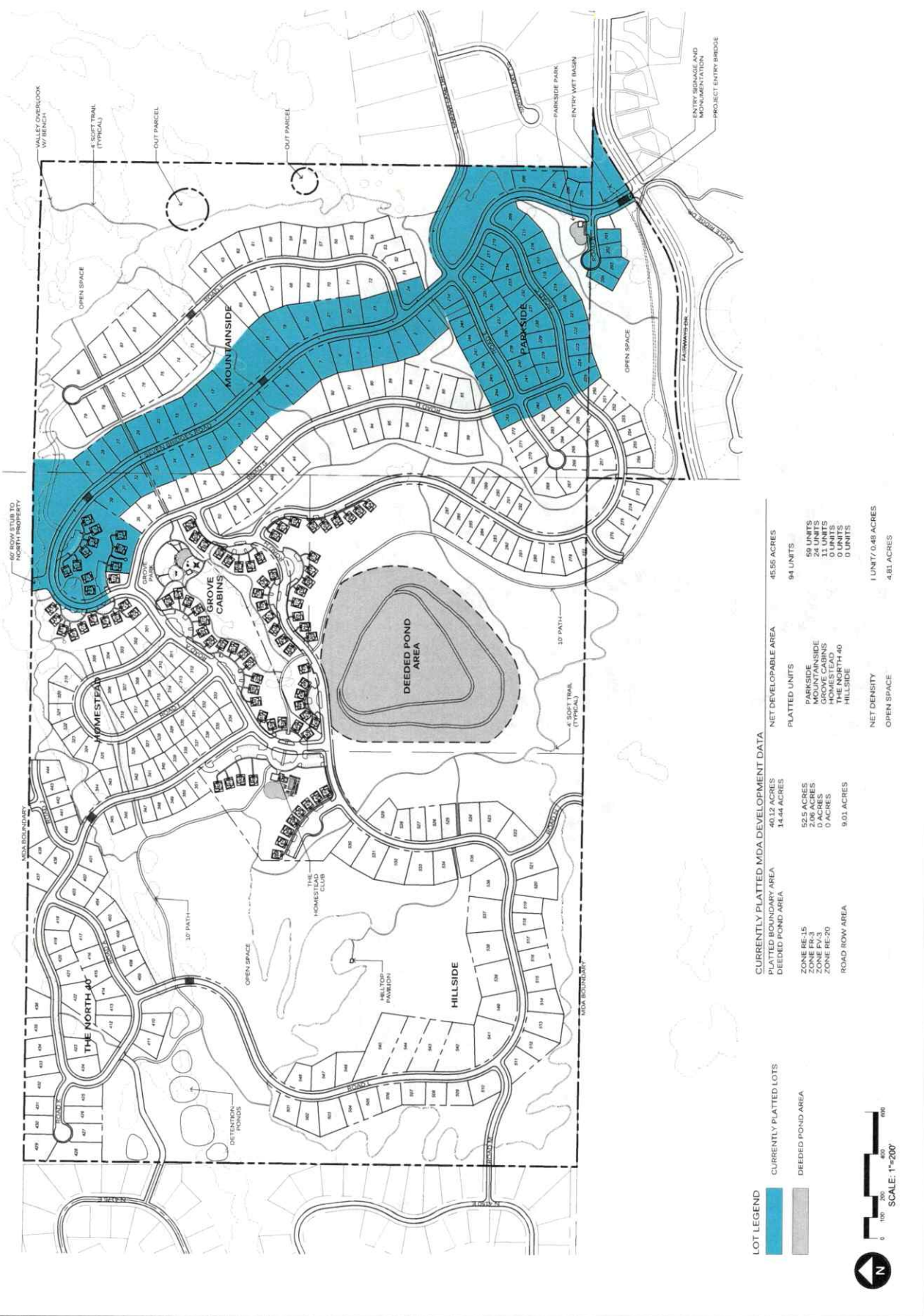


THE BRIDGES

WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	00600037
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE	CURRENTLY PLATTED LOTS
SHEET NUMBER	P1.3

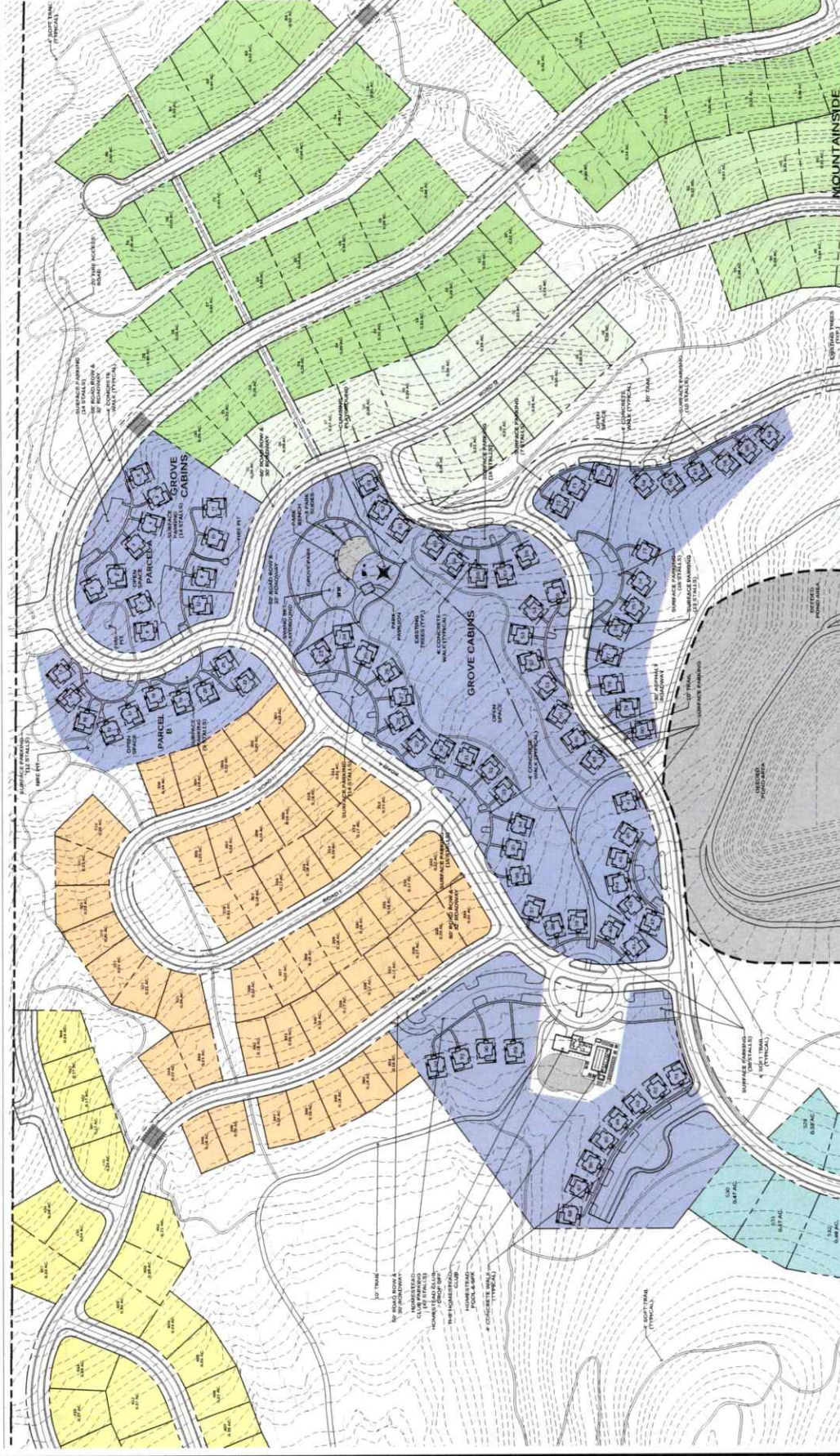




THE BRIDGES
WOLF CREEK RESORT
WEBER COUNTY UTAH
MASTER DEVELOPMENT AGREEMENT (MDA)

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	300.0000.37
DRAWN BY	TK
REVIEW BY	TK
REVISIONS	
SHEET TITLE	CABINS
SITE PLAN	
SHEET NUMBER	P1.4



LOT LEGEND AND MIN. SETBACK STANDARDS

THE NORTH 40 SINGLE FAMILY	HILLSIDE SINGLE FAMILY	HOMESTEAD SINGLE FAMILY	PARKSIDE SINGLE FAMILY
FRONT 20'	FRONT 15'	FRONT 15'	FRONT 15'
REAR 20'	REAR 15'	REAR 15'	REAR 15'
SIDE 10'	SIDE 10'	SIDE 10'	SIDE 10'

MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE RE-3	13.01 ACRES
ZONE RE-20	2.29 ACRES
ROAD ROW AREA	33.90 ACRES

NET DEVELOPABLE AREA

PROPOSED UNITS	426 UNITS
PARKSIDE	92 UNITS
GROVE CABINS	92 UNITS
THE NORTH 40	44 UNITS
HILLSIDE	48 UNITS
PROPOSED NET DENSITY	1 UNIT / 0.63 ACRES
PROPOSED OPEN SPACE	135.00 ACRES
PROPOSED TRAILS	17.00 LF
PROPOSED TOTAL	35,000 LF

- NOTES:
1. PARKING FOR HOMESTEAD CABINS WILL BE PROVIDED AT THE HOMESTEAD CLUB.
 2. PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING. 177 SURFACE STALLS ARE PROVIDED FOR THE 85 UNITS. PARKING RATIO: 2.08 STALLS/UNIT



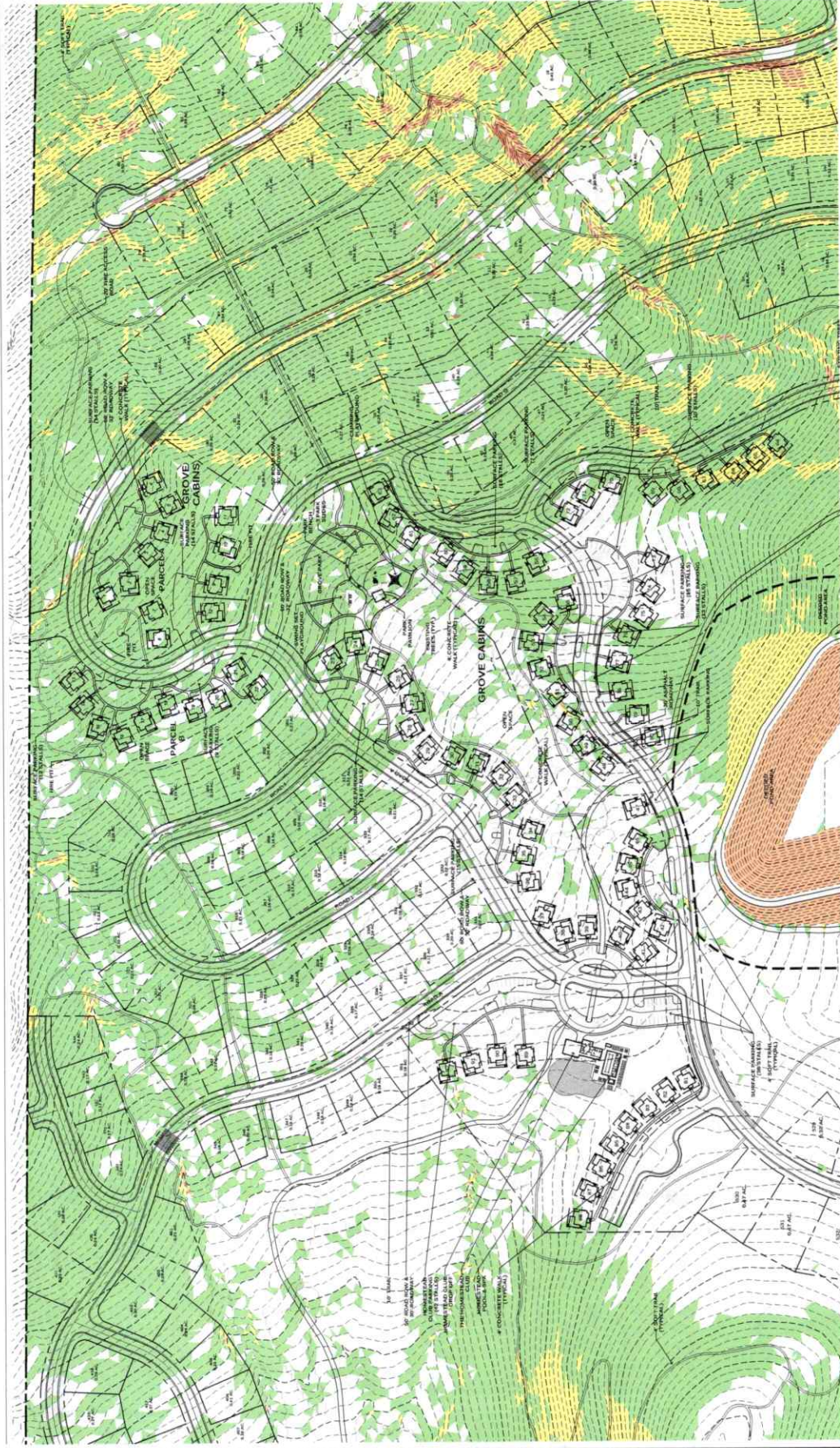




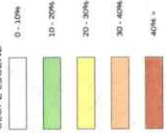
THE BRIDGES
WOLF CREEK RESORT
WEBER COUNTY UTAH
MASTER DEVELOPMENT AGREEMENT (MDA)

Wolf Creek
RESORT

DATE:	OCTOBER 2024
PROJECT:	000.0000.37
DRAWN BY:	TK
REVIEW BY:	TK
REVISIONS:	
SHEET TITLE:	CABINS
SLOPE ANALYSIS	
SHEET NUMBER:	P1.6



SLOPE LEGEND



NOTES:
PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING.
189 SURFACE STALLS ARE PROVIDED FOR THE 52 UNITS.
PARKING RATIO 2.06 STALLS/UNIT



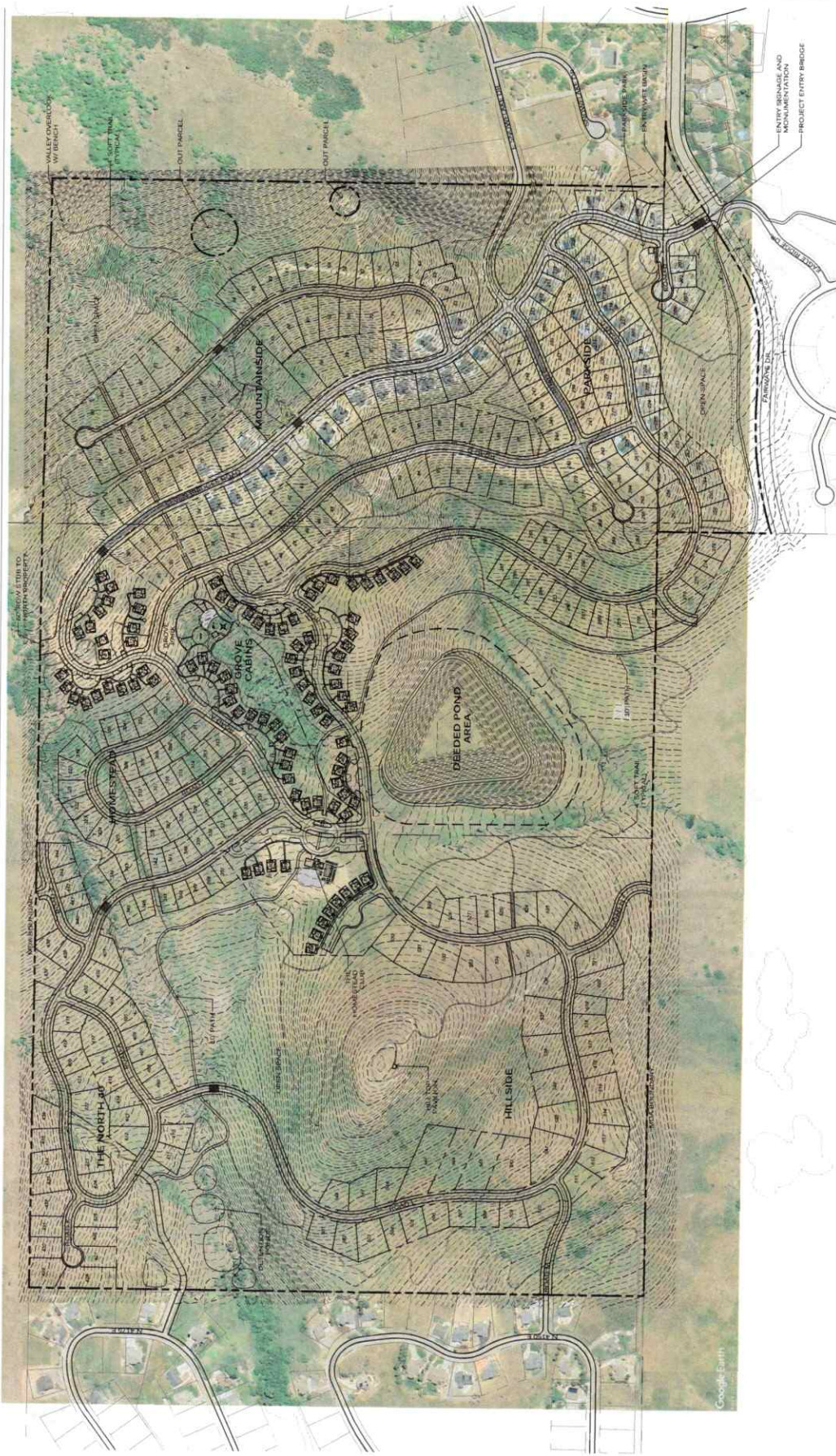


THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



DATE	OCTOBER 2014
PROJECT	000.0000.37
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	

SHEET TITLE	OVERALL
AERIAL PLAN	
SHEET NUMBER	P1.7



MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	305.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE RE-3	13.01 ACRES
ZONE RE-20	40.09 ACRES
ROAD HOW AREA	2.25 ACRES
	33.90 ACRES

NET DEVELOPABLE AREA

PROPOSED UNITS	271.82 ACRES
PARKSIDE	428 UNITS
MOUNTAIN SIDE	92 UNITS
GROVE CABINS	92 UNITS
HILLSIDE	41 UNITS
THE NORTH 40	48 UNITS

PROPOSED NET DENSITY

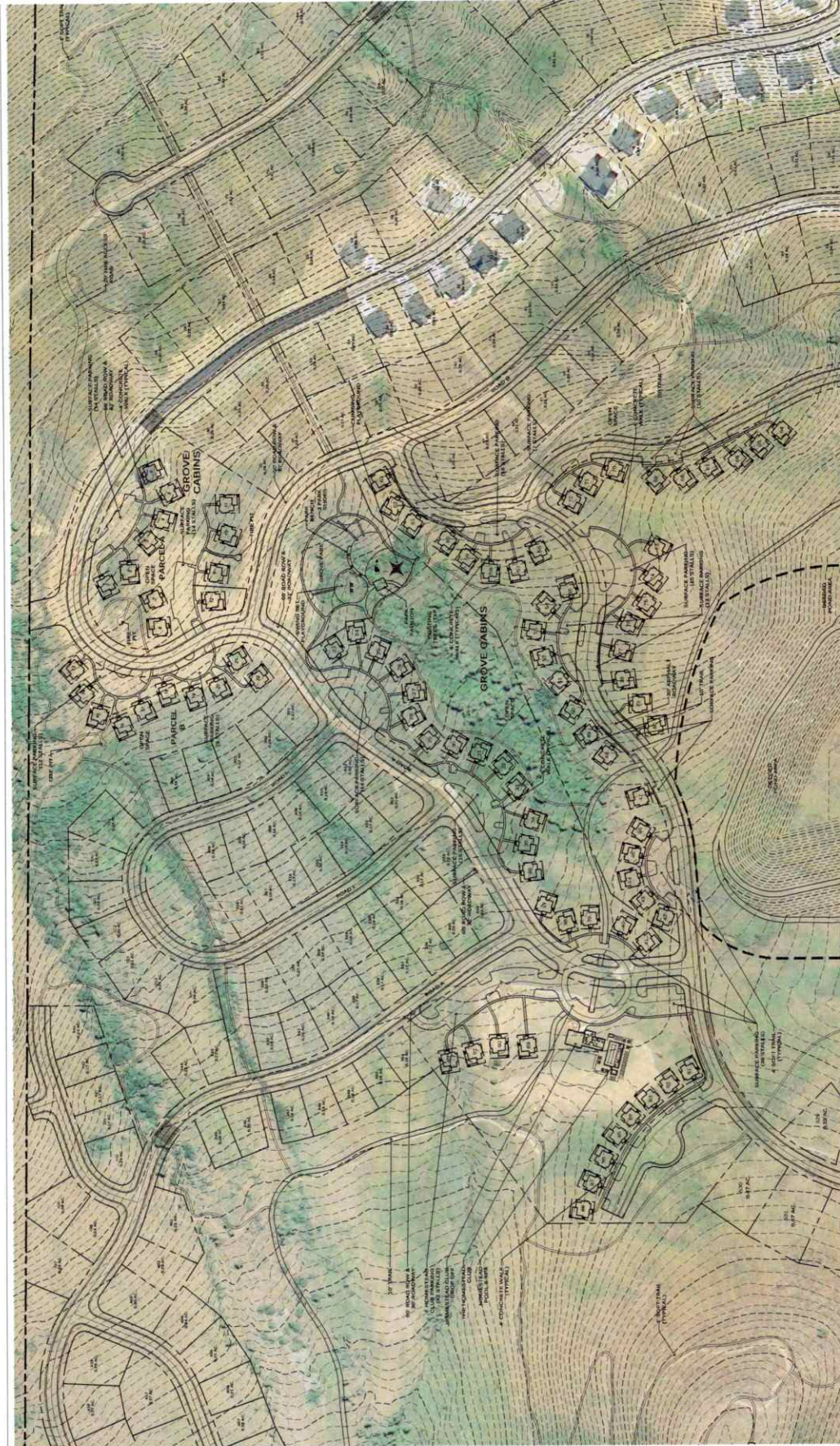
PROPOSED OPEN SPACE	1 UNIT / 0.63 ACRES
PROPOSED TRAILS	155.00 ACRES
10' TRAIL	7,600 LF
4' SOFT TRAIL	35,000 LF



THE BRIDGES
WOLF CREEK RESORT
WEBER COUNTY UTAH
MASTER DEVELOPMENT AGREEMENT (MDA)



DATE	OCTOBER 2024
PROJECT	300.0000.37
DRAWN BY	TR
REVIEW BY	TR
VERSION	
REVISIONS	
SHEET TITLE	CABINS AERIAL PLAN
SHEET NUMBER	P1.8



MDA DEVELOPMENT DATA

TOTAL MDA BOUNDARY AREA	300.72 ACRES
ZONE RE-15	250.38 ACRES
ZONE FR-3	13.01 ACRES
ZONE RV-3	40.08 ACRES
ZONE RE-20	2.25 ACRES
ROAD ROW AREA	33.90 ACRES

NET DEVELOPABLE AREA

PROPOSED UNITS	426 UNITS
PARKSIDE	92 UNITS
MOUNTAIN SIDE	99 UNITS
GROVE CABINS	92 UNITS
THE NORTH 40	92 UNITS
HILLSIDE	48 UNITS

PROPOSED NET DENSITY

PROPOSED OPEN SPACE	1 UNIT / 0.63 ACRES
PROPOSED TRAILS	155.09 ACRES
LOT TOTAL	7,692 LF
4,500' TOTAL	35,000 LF

NOTES:
1. PARKING FOR THE GROVE CABINS IS PROVIDED AS SURFACE PARKING. 189 SURFACE STALLS ARE PROVIDED FOR THE 92 UNITS. PARKING RATIO 2.05 STALLS/UNIT

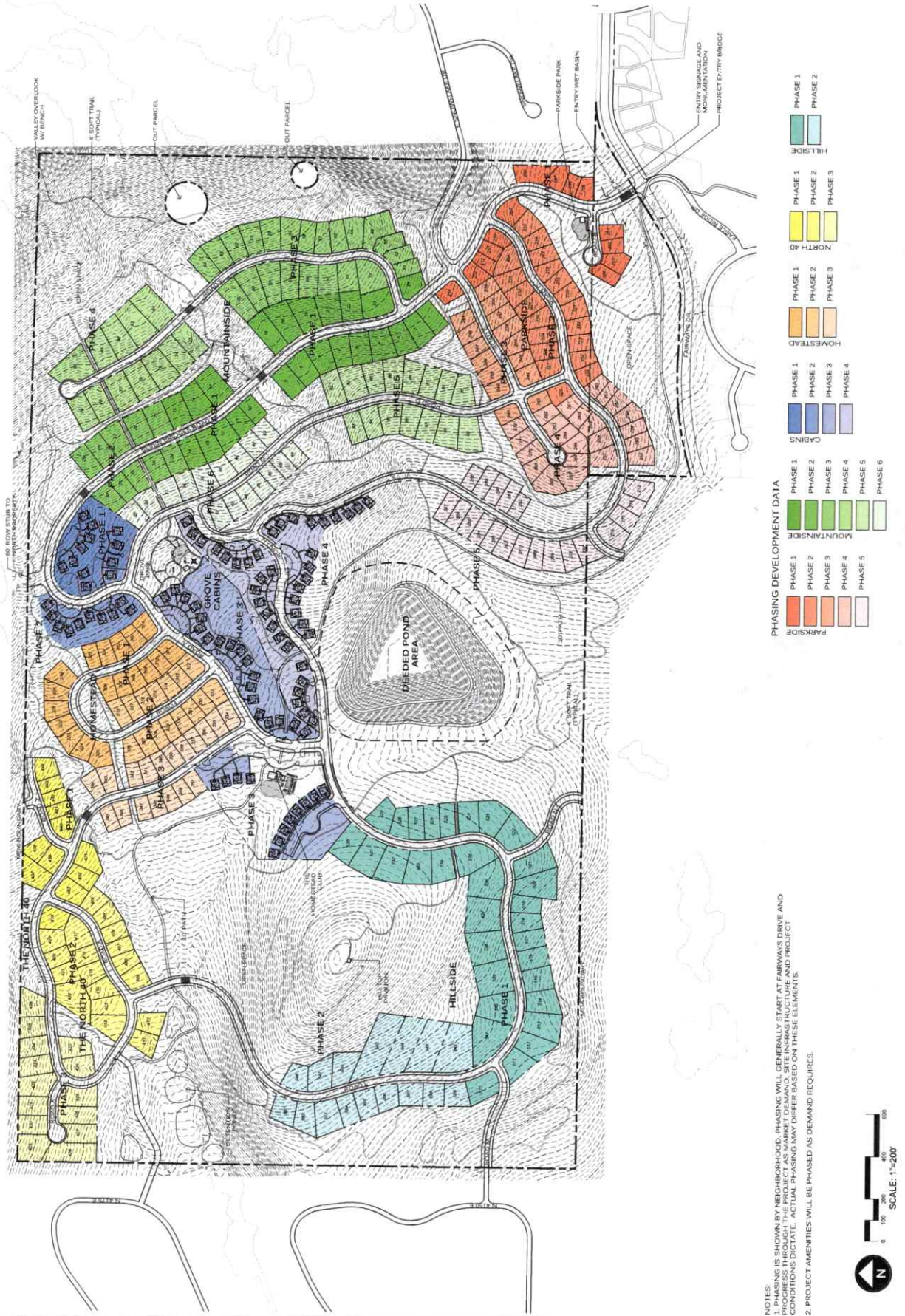




THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	000.0000.37
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE	PHASING PLAN
SHEET NUMBER	P1.9





THE BRIDGES
WOLF CREEK RESORT
WEBER COUNTY UTAH
MASTER DEVELOPMENT AGREEMENT (MDA)

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	300.0000.37
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE	OPEN SPACE PLAN
SHEET NUMBER	P1.10



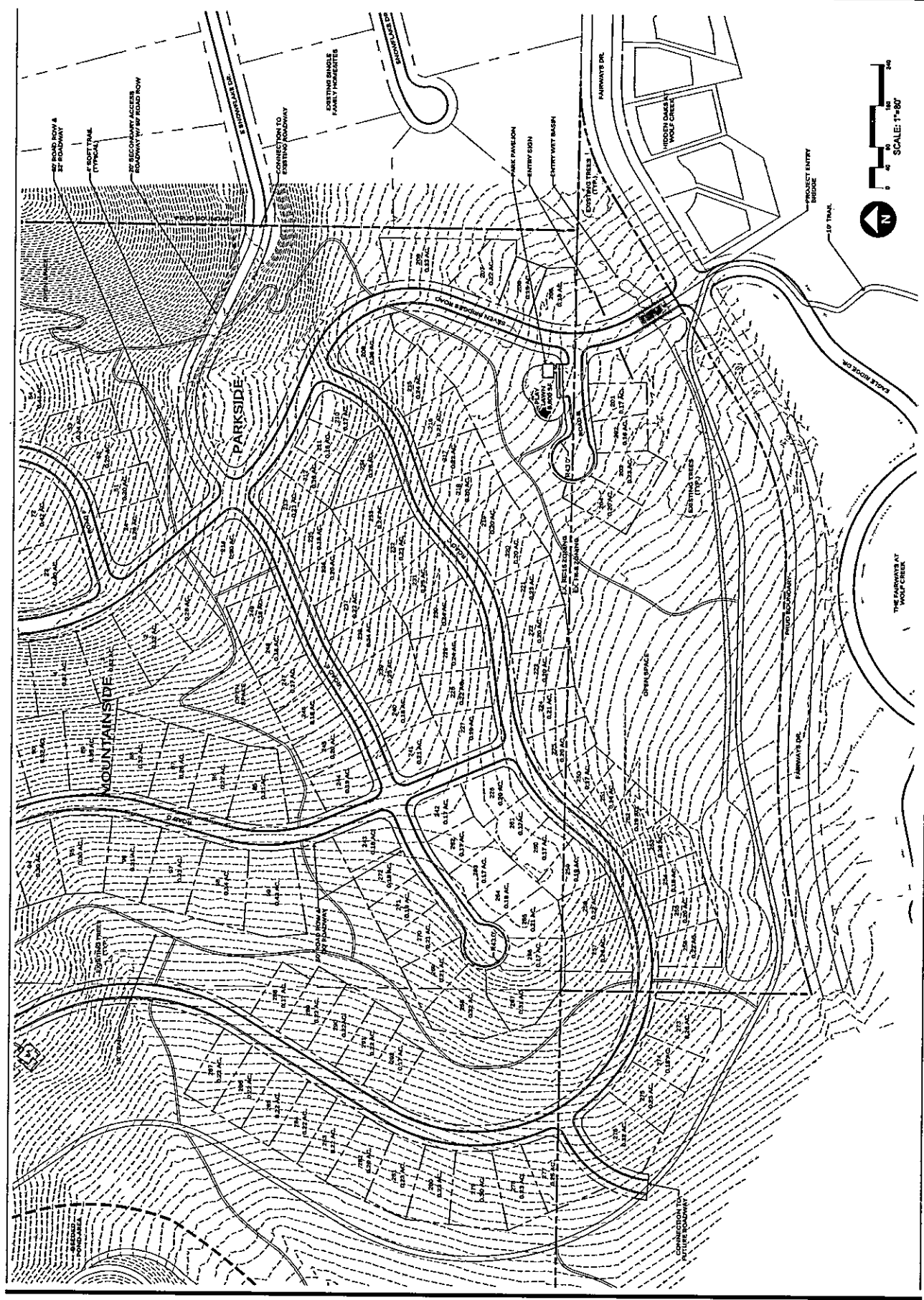


THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



DATE	OCTOBER 2004
PROJECT	960,000.00
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	

SHEET TITLE	DETAIL SITE PLAN
SHEET NUMBER	P1.11

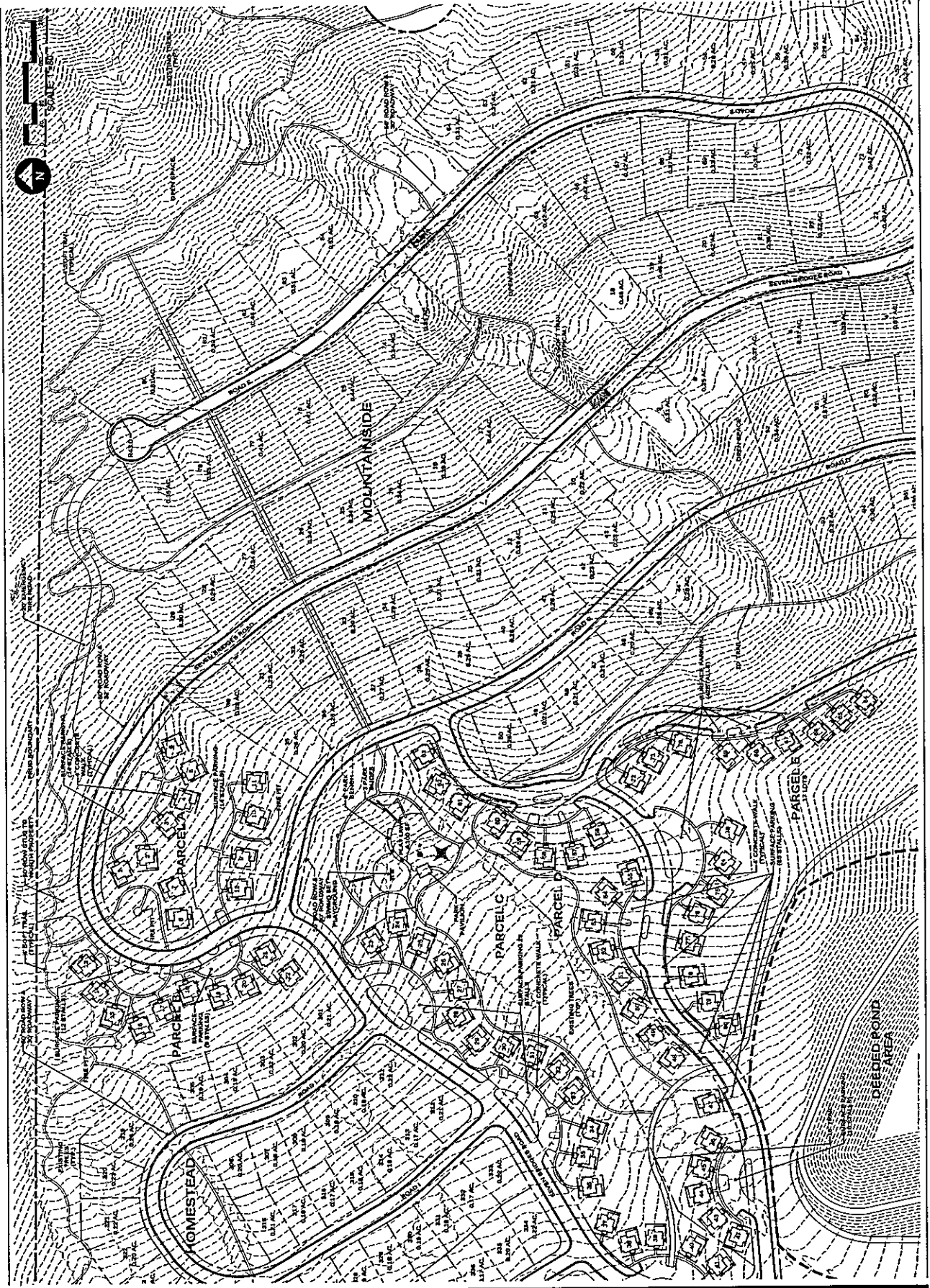




THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	WOLF CREEK RESORT
DRAWN BY	TE
REVIEW BY	TE
APPROVED	
REVISIONS	
SHEET NO.	1
SHEET TOTAL	1
SHEET NAME	DETAIL SITE PLAN
SHEET NUMBER	P1.12

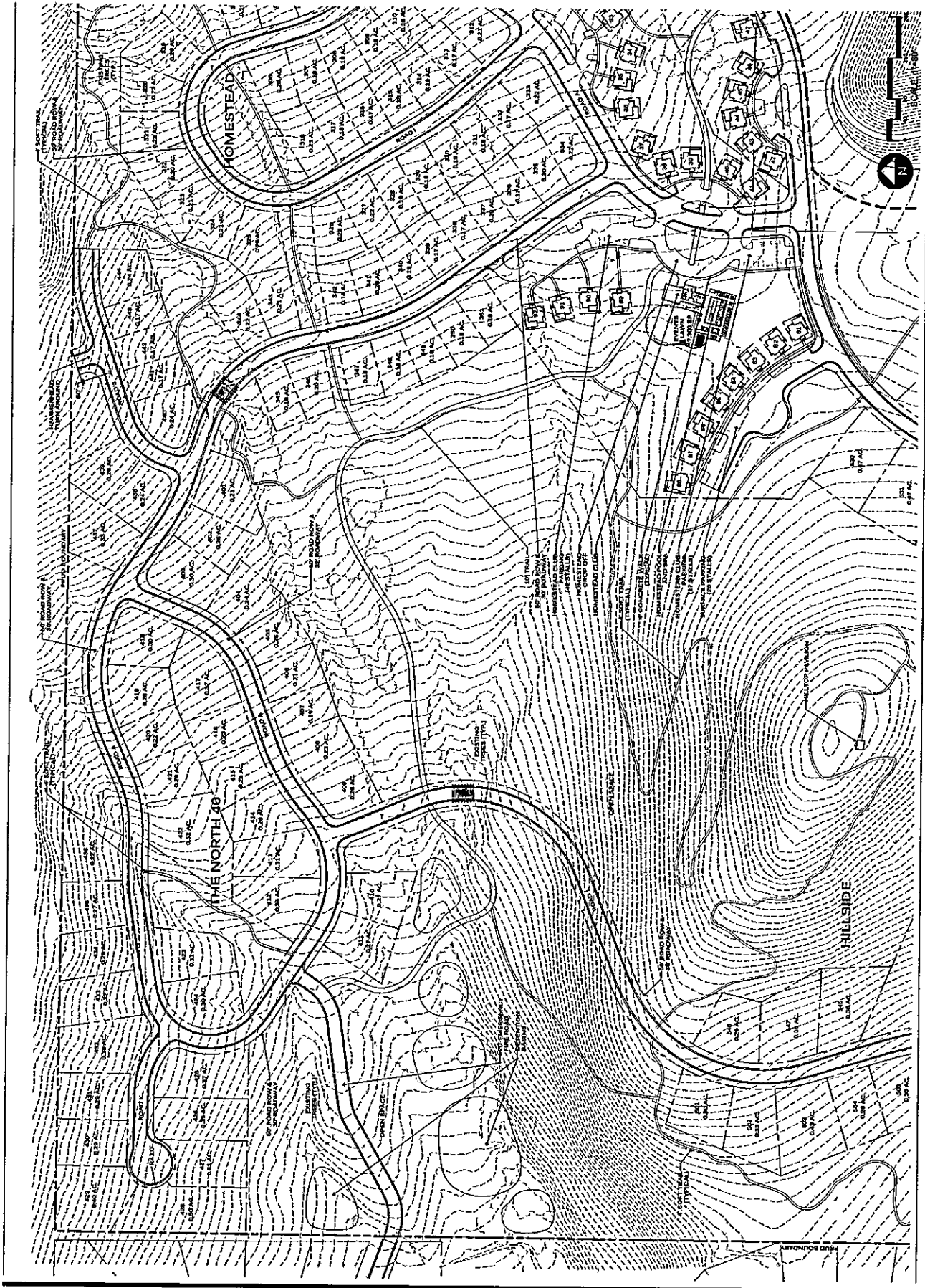




THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE:	OCTOBER 2004
PROJECT:	001.000.07
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REVIEW BY:	TK
VERSION:	
REVISIONS:	
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SHEET NUMBER: P1.13	

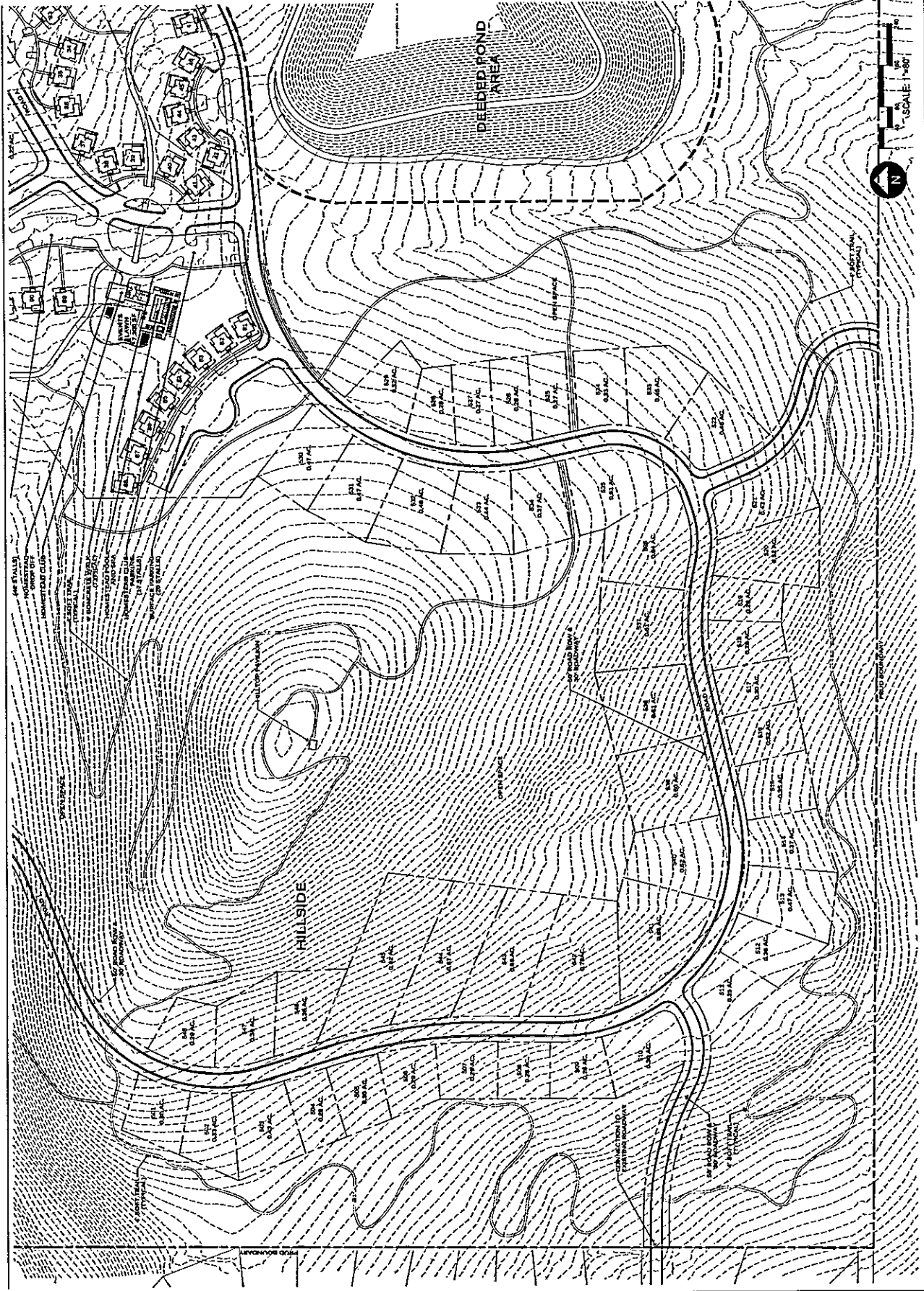




THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY, UTAH

Wolf Creek
RESORT

DATE:	OCTOBER 2024
PROJECT:	006.0003.02
DOCUMENT:	15
REVIEW BY:	15
VERSION:	
REVISIONS:	
SHEET TITLE:	DETAIL SITE PLAN
SHEET NUMBER:	P1.14





THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY, UTAH

Wolf Creek
RESORT

DATE:	OCTOBER 2011
PROJECT:	001.000.001
DRAWN BY:	W
REVIEW BY:	TC
VERSION:	
REVISIONS:	
SHEET TITLE:	CABINS
LANDSCAPE PLAN	
SHEET NUMBER:	L1.2





THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



DATE	OCTOBER 2024
PROJECT	300,000.00
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET TITLE SITE ELEMENTS	
SHEET NUMBER L1.3	

TYPICAL PAVILION



WOODEN ROOF STRUCTURE

CONCRETE FOUNDATION

ENTRY MONUMENT WALL



PROJECT BRIDGE



HORIZONTAL PRESSURE
WOODEN RAILS

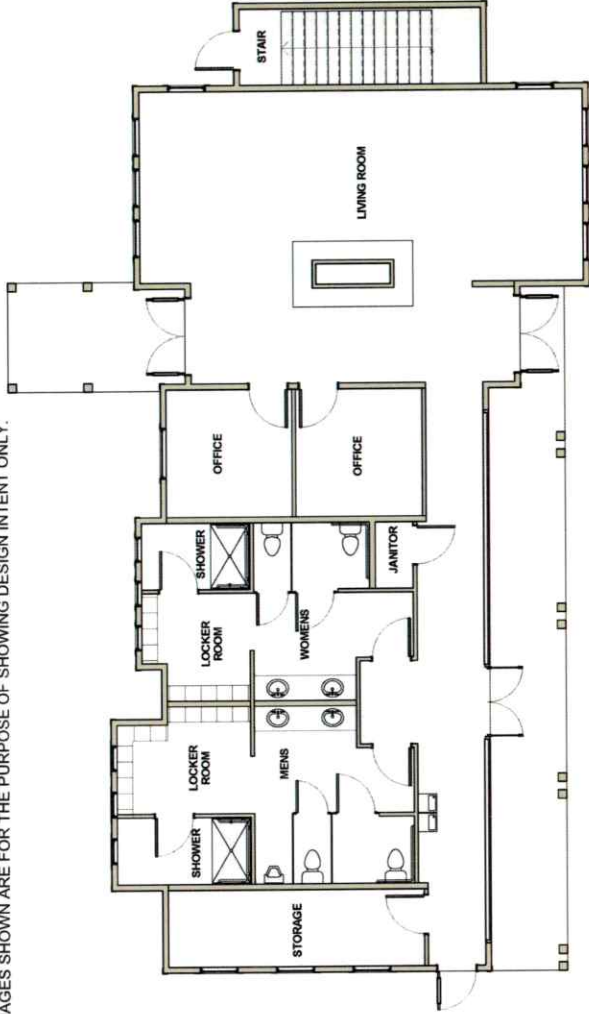
PRESSURE TREATED
WOODEN POSTS

MATERIALS



HOMESTEAD CLUB

NOTES: IMAGES SHOWN ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT ONLY.



MAIN FLOOR
2,823 SQ. FT.

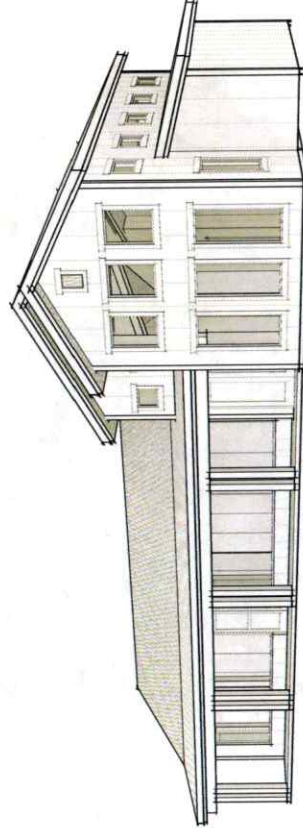
MATERIALS/ARCHITECTURAL PRECEDENTS



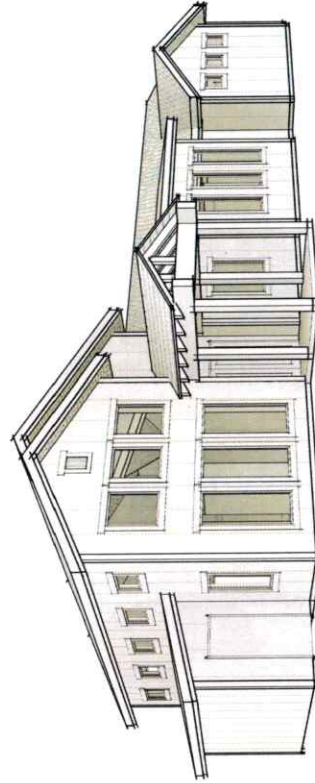
THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

Wolf Creek
RESORT

DATE:	OCTOBER 2014
PROJECT:	000 0000 37
DESIGNED BY:	TTC
REVIEW BY:	TTC
VERSION:	
REVISIONS:	
SHEET TITLE:	HOMESTEAD CLUB DETAIL
SHEET NUMBER:	A1.1



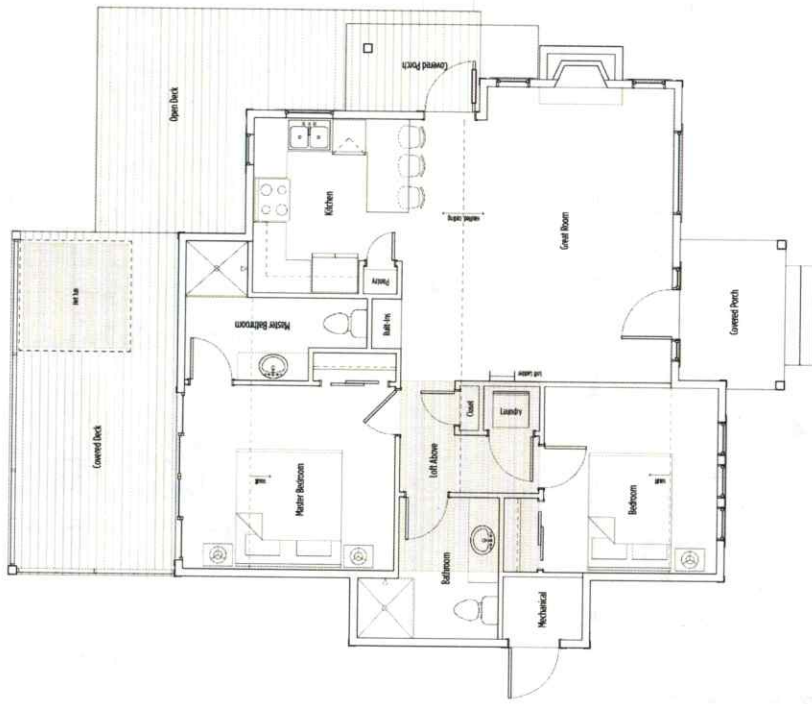
VIEW LOOKING NORTHWEST



VIEW LOOKING SOUTHWEST

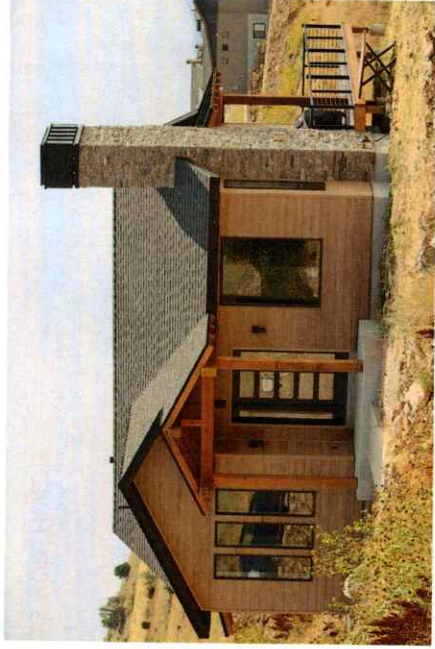
GROVE CABIN

NOTES: IMAGES SHOWN ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT ONLY.



GROVE CABIN MAIN FLOOR

NOT TO SCALE



FRONT VIEW



SIDE VIEW



THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

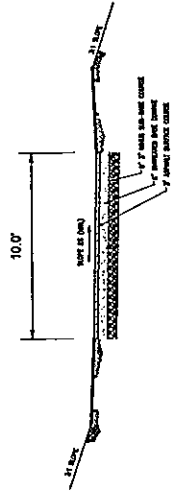
Wolf Creek
RESORT

DATE	OCTOBER 2024
PROJECT	900.000.07
DRAWN BY	TK
REVIEW BY	TK
VERSION	
REVISIONS	
SHEET: GROVE CABIN	
DETAIL	
SHEET NUMBER: A1.2	

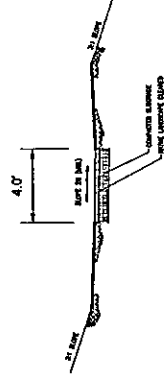


THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH

DATE:	OCTOBER 2024
PROJECT:	000.0000.07
DRAWN BY:	TR
REVIEW BY:	TR
VERSION:	
APPROVED:	
SHEET TITLE:	ROAD / TRAIL PROFILES
SHEET NUMBER:	S1.1

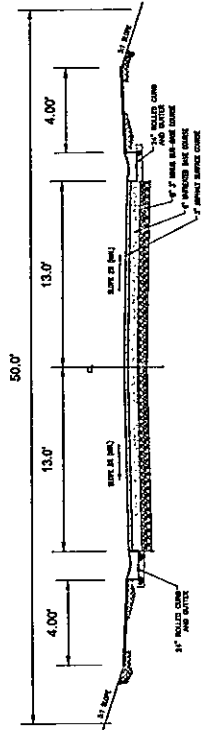


10' ASPHALT PATH
NOT TO SCALE

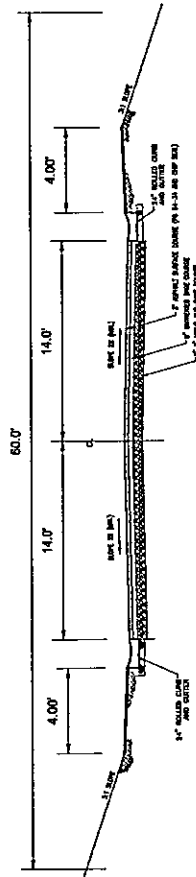


4' NATURAL PATH
NOT TO SCALE

TRAIL PROFILES
NOT TO SCALE



50' ROW - TYPICAL ROADWAY
NOT TO SCALE



60' ROW - TYPICAL ROADWAY
NOT TO SCALE

ROAD PROFILES
NOT TO SCALE

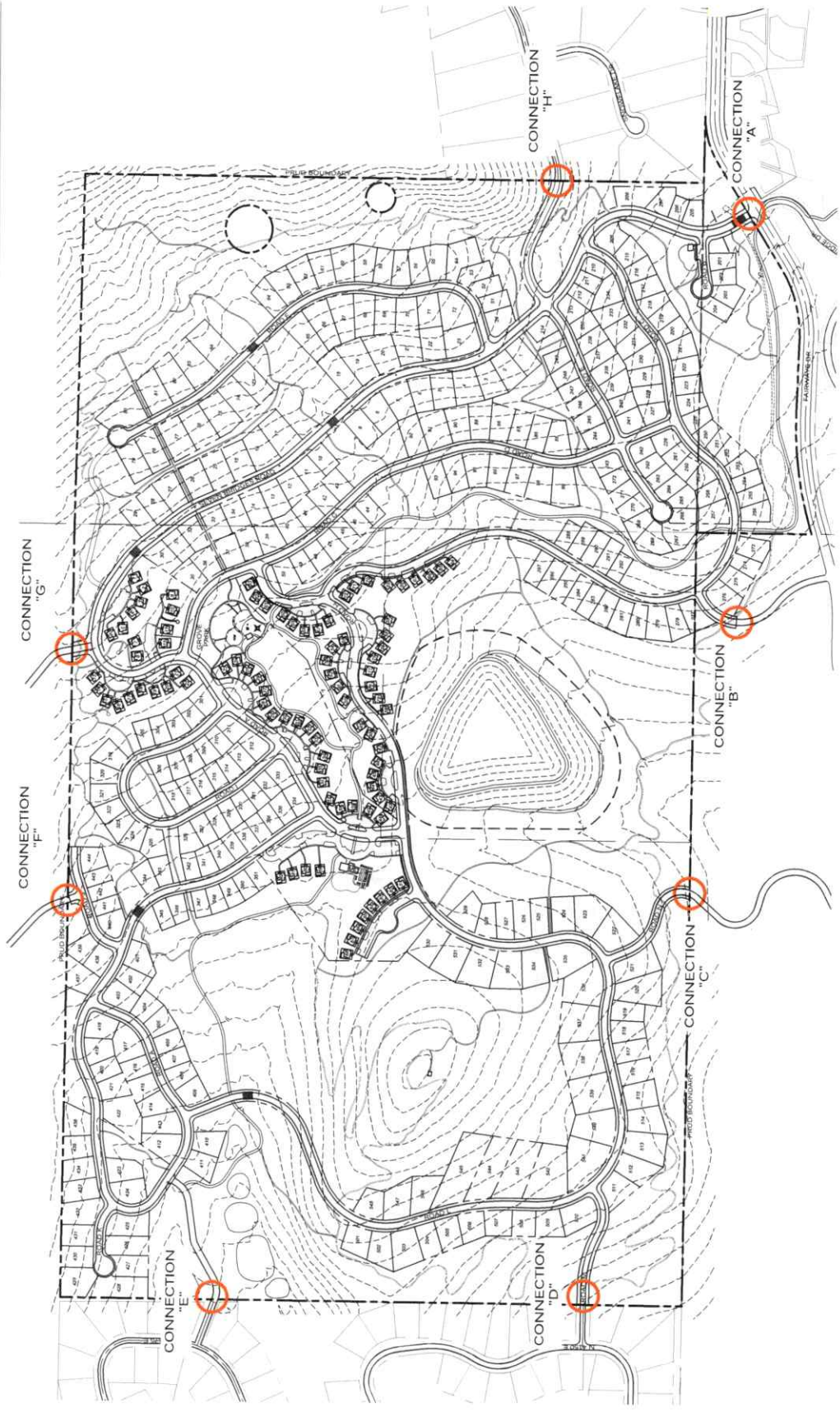


THE BRIDGES
WOLF CREEK RESORT
MASTER DEVELOPMENT AGREEMENT (MDA)
WEBER COUNTY UTAH



DATE	OCTOBER 2024
PROJECT	080.0000.37
DRAWN BY	TK
REVIEW BY	TK
DESIGNED	

SHEET TITLE	ROAD CONNECTION PLAN
SHEET NUMBER	S1.2



- ROAD CONNECTION
- CONNECTION "A"
 - CONNECTION "B"
 - CONNECTION "C"
 - CONNECTION "D"
 - CONNECTION "E"
 - CONNECTION "F"
 - CONNECTION "G"
 - CONNECTION "H"
- *ROAD MEETS ALL REQUIREMENTS
- *ROAD MEETS ALL REQUIREMENTS
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