

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2 located in WEBER COUNTY, dated NOVEMBER 25, 2024, complying with §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2, located in WEBER COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 9th day of December, 2024 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

OGDEN VALLEY PARKS SERVICE AREA

**NOTICE OF PRELIMINARY INTENT TO OWN, OPERATE, AND MAINTAIN
IMPROVEMENTS FINANCED BY NORDIC VILLAGE PID NOS 1-3**

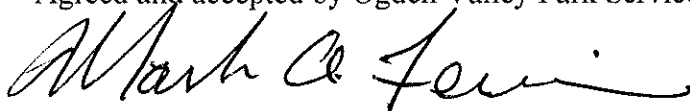
DATE: October 24, 2024

TO WHOM IT MAY CONCERN:

Please be advised that the Nordic Village Public Infrastructure District Nos. 1-3 (the “**PIDs**”) have submitted a request to Ogden Valley Parks Service Area (the “**District**”), requesting the District own, operate, and maintain improvement made or funds donated to support the Liberty Community Park Expansion efforts (collectively, the “**Improvements**”) relating to the existing and future infrastructure improvements proposed in conjunction with the Nordic Village development, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the “**Resort**”). Improvement intended to be constructed by the Resort and dedicated to the District or funds provided by the Resort to the District to construct Improvements shall be mutually agreeable and may include any of the Improvements as depicted on the attached Exhibit A.

If acceptable to the District, please provide an acknowledgment that the District agrees to own, operate, and maintain the Improvements, subject to the PIDs and/or the Resort’s fund donation or completion of certain mutually agreeable Improvements in compliance with the District’s permitting requirements and construction in accordance with the standards and specifications of the District and payment of any applicable fees relating to the Improvements. The District acknowledges that nothing in this letter shall obligate the PIDs or the Resort to construct any Improvements for dedication to the District unless required by separate agreement with the District.

Agreed and accepted by Ogden Valley Park Service Area 10/24/24



Mark Ferrin, Chairman
Ogden Valley Park Service Area



Utah Retirement Systems

Retirement Office

560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

PEHP Health & Benefits

560 East 200 South | Salt Lake City, UT 84102-2004
801-366-7500 | 800-365-8772 | Fax: 801-366-7596
www.pehp.org

R. Chet Loftis
Managing Director

November 27, 2024

Sent Via Email to: lthomas@webercountyutah.gov

Nordic Village Public Infrastructure District No. 2
Lauren Thomas
Deputy Weber County Attorney
2380 Washington Blvd, Suite 230
Ogden, UT 84401

RE: Eligibility for Participation of a Newly Created Entity in the Utah State Retirement Systems

Dear Ms. Thomas:

When a governmental entity is being incorporated or created, Utah law requires the Utah State Retirement Office ("Office") to provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act ("Retirement Act"), with which it shall comply. See Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as the official notice for Nordic Village Public Infrastructure District No. 2, a newly created public infrastructure district.

Based upon the information provided, the Office has determined that Nordic Village Public Infrastructure District No. 2 is an "employer" under the Retirement Act as a political subdivision of the state by virtue of its status as an improvement district. Accordingly, Nordic Village Public Infrastructure District No. 2 must comply with the participation requirements of the Retirement Act.

This does not mean that Nordic Village Public Infrastructure District No. 2 must provide retirement benefits to its employees. However, at the present time and throughout the future, Nordic Village Public Infrastructure District No. 2 is required by law to participate with URS if and when it offers any type of retirement benefit to its employees.

Nordic Village Public Infrastructure District No. 2 may not currently have employees or may have not yet elected to provide a retirement benefit to its employees. Please be aware, it is not the obligation of the Office to monitor the activities of Nordic Village Public Infrastructure District No. 2. By law, it is Nordic Village Public Infrastructure District No. 2's obligation to apply for membership with URS if and when it chooses to provide a retirement benefit to its employees.

Once Nordic Village Public Infrastructure District No. 2 begins participation with URS, its public employees will be covered under either the Tier 1 or Tier 2 public employee retirement systems, as described in the Retirement Act. If Nordic Village Public Infrastructure District No. 2 employs public safety or firefighter service employees, those employees will be covered under the

separate Tier 1 or Tier 2 systems for public safety and/or firefighter service employees described in the Retirement Act.

In addition, Participating Employers of URS are required by Utah Code Ann. § 49-11-606 to “cover all employees eligible for service credit under this title.” As such, once admitted as a participating employer, Nordic Village Public Infrastructure District No. 2 will be required to cover all eligible employees, pursuant to the eligibility rules found in the Retirement Act.

Please note that the above-referenced laws are those used to determine eligibility for participation and are not the only laws with which a participating employer must comply. Participating employers are required to “inform themselves of their rights and obligations” under Title 49 and should become familiar with all provisions of the Retirement Act. Once Nordic Village Public Infrastructure District No. 2 is admitted into the system, URS provides education about the requirements with which Nordic Village Public Infrastructure District No. 2 must comply as a participating employer.

Additionally, please be aware that should Nordic Village Public Infrastructure District No. 2 fail to participate with URS while offering another retirement benefit to its employees, Nordic Village Public Infrastructure District No. 2’s employees may have a claim against it for service credit under the Retirement Act, which the Office is required to enforce. Under the Retirement Act, such a claim would include all past employer contributions, interest, and in some cases, penalties. See Utah Code Ann. § 49-11-601(3).

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Daniel D. Andersen

Daniel D. Andersen
Executive Director
Utah State Retirement Office

cc: Dee Larsen, URS General Counsel
James D. Hammer, URS Employer Services Director

NORDIC VALLEY SEWER IMPROVEMENT DISTRICT
2580 North Highway 162, Suite d
Eden, UT 84310

**NOTICE OF PRELIMINARY INTENT TO OWN, OPERATE, AND MAINTAIN
IMPROVEMENTS FINANCED BY NORDIC VILLAGE PID NOS 1-3**

DATE: October 4, 2024

TO WHOM IT MAY CONCERN:

Please be advised that the Nordic Village Public Infrastructure District Nos. 1-3 (the "PIDs") have submitted a request to Nordic Valley Sewer Improvement District ("NVSID"), requesting that NVSID own, operate, and maintain improvements and facilities relating to culinary water and sewer service, including water treatment and distribution improvements and facilities and sewer collection and treatment improvements and facilities (collectively, the "Improvements") relating to the existing and future development to occur at and around the base of the Nordic Valley Ski Resort, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the "Resort"). The improvements intended to be dedicated to the District include:

- sanitary sewer collection lines, treatment facilities, water storage facilities and related land or easements for these facilities in the proposed sizes and quantities as depicted in the Preliminary Engineering Report prepared by Aqua Engineering; and
- potable water wells, transmission lines, storage tank, distribution lines and related land or easements for these facilities in the proposed sizes and quantities as depicted in the Nordic Village Water Master Plan prepared by Horrocks Engineering.

NVSID agrees to own, operate, and maintain the Improvements, subject to the PIDs and/or the Resort's completion of the Improvements in compliance with NVSID's permitting requirements and construction in accordance with the standards and specifications of NVSID and payment of any applicable fees relating to the Improvements. NVSID acknowledges and confirms that nothing in this communication shall obligate the PIDs or the Resort to construct any Improvements for dedication to NVSID unless required by separate agreement with NVSID.

Sincerely,



Robert Behunin
Chair, Board of Trustees
telephone: (801) 400-3649

**PETITION REQUESTING THE CREATION OF PUBLIC INFRASTRUCTURE
DISTRICTS IN WEBER COUNTY, UTAH**

November 10, 2023

Weber County Economic Development Department
Attn: Stephanie Russell
2380 Washington Blvd. Suite 360
Ogden, UT 84401

The undersigned (the “Petitioners”) hereby request Washington County, Utah (the “**County**”) to create three public infrastructure districts (collectively the “**Districts**”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the “**Act**”).

The purpose of the PIDs is to assist in financing the construction of improvements for the project known as the Nordic Village (the “**Project**”) being developed on that certain real property (the “**Property**”) more particularly described and depicted on Exhibit A.

I. Petitioners:

Petitioner is the sole surface owner of the Property within the proposed PIDs’ boundaries. There are no registered voters residing within the proposed Districts’ boundaries or the annexation area. Petitioner is the designated contact sponsor for this Petition, and its contact information is as follows.

Nordic Village Venture, LLC
730 N 1500 W
Orem, UT 84057
Attn: Brook Cole
bcole@gwccap.com
801-592-6132

II. Proposed District Boundaries

The Petitioners request the Districts be comprised of Weber County Parcel Numbers (the “District Boundaries”), as further described in Exhibit A. Additionally, in accordance Section 17D-4-201(3) of the Act, the Petitioners request the County approve the annexation or withdrawal of all or a portion of Weber County Parcel Numbers (the “Annexation Area”) as described in Exhibit A into or from the Districts upon consent, if any, by the owners and registered voters, if any, within such parcel or a portion thereof. See Exhibit A for a map of the proposed District Boundaries and the Annexation Area.

III. Requested Service

The Petitioners request the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, including, but not limited to the construction of a right-of-way, all as shall be further described in a governing document relating to the Districts.

IV. Board of Trustees

The Petitioners propose that the Board of Trustees for the Districts be initially composed of 3 members appointed by the County Commission and comprising of property owners, their agents, or officers, as follows:

- (a) Brandon Henrie, 749 N 1000 E, Orem, Utah 84097
- (b) Brook Cole, 869 N 1500 W, Orem, Utah 84057
- (c) Laurent Jouffray, 4895 N 330 E Eden, Utah 84310

V. Petitioner Representations

The Petitioners hereby represent and warrant that:

- (a) Brook Cole is authorized to sign on behalf of the Petitioners;
- (b) The Petitioners are the sole owners of the real property included within the District Boundaries;
- (c) This Petition is signed by 100% of the surface property owners of real property within the District Boundaries;
- (d) The Petitioners will not include any portion of the Annexation Area into the Districts without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such area;
- (e) There are no registered voters residing within the District Boundaries; and
- (f) The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VI. Petitioner Consent

The Petitioners hereby consent to:

- (a) The creation of three public infrastructure districts within the District Boundaries;
- (b) Brook Cole as the contact sponsor with respect to this Petition;

- (c) The annexation of the Annexation Area into the Districts upon the conveyance, if any, of any portion of such area;
- (d) A waiver of the residency requirement for members of the Board of Trustees of the Districts as permitted under Section 17D-4-202(3)(a) of the Act;
- (e) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act;
- (f) The issuance by the Districts of bonds repayable through property taxes and or special assessments.

VII. Bond Consent

The Petitioners hereby consent to:

- (a) The Districts issuing Limited Tax Bonds (the “Bonds”) in a principal amount not to exceed Eighty Million dollars (\$80,000,000) for the purpose of paying all or a portion of the costs of public infrastructure, as permitted under Title 17B and Title 17D, Chapter 4 of the Utah Code Annotated 1953, as amended (collectively, the “Act”), and the authorization and issuance of the Bonds due and payable with a term not to exceed forty (40) years from the date of issuance of the Bonds;
- (b) The Bonds being repaid from property taxes assessed against properties within the boundaries of the Districts, subject to a maximum mill levy of 0.005 per dollar of taxable value of taxable property in the District;
- (c) For any capital appreciation debt issued by the Districts, the par amount of such debt at issuance (and not the value at conversion) counting against the amount authorized herein;
- (d) Recordation of a notice by the Districts of the consent to the Bonds against the District Boundaries; and
- (e) This consent being binding and valid for 10 years, including against any and all successors in interest or title.

The Petitioners hereby acknowledge:

- (a) That pursuant to Section 17D-4-301 of the Act, this consent to the issuance of the Bonds is sufficient to meet any statutory or constitutional election requirement necessary for the issuance of the limited tax bond; and
- (b) That such bonds may, without further election or consent of property owners or registered voters, be converted by the Districts to general obligation bonds, in accordance with the provisions of the Act.

VIII. Electronic Means; Counterparts

This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Petitioners have each executed this Petition as of the date indicated above.

Petitioners:

Brook Cole, Nordic Village Venture LLC
as property owner

By: Brook Cole

Its: MANAGER

STATE OF UTAH)

ss:

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14 day of NOVEMBER, 2023, by BROOK COLE



NOTARY PUBLIC

Residing at: SALEM, UT

My Commission Expires:

01/25/2025

EXHIBIT A

DISTRICT BOUNDARY AND ANNEXATION AREA MAP

District Boundaries

District No. 1

A parcel of land located in the South Half of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N88°56'52"E 93.68 FEET AND N01°03'08"W 25.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°56'52"W 100.00 FEET; THENCE N01°03'08"W 100.00 FEET; THENCE N88°56'52"E 100.00 FEET; THENCE S01°03'08"E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

District No. 2

A parcel of land located in the Southeast Quarter of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N88°56'52"E 216.68 FEET AND N01°03'08"W 25.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°56'52"W 100.00 FEET; THENCE N01°03'08"W 100.00 FEET; THENCE N88°56'52"E 100.00 FEET; THENCE S01°03'08"E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

District No. 3

A parcel of land located in the Southeast Quarter of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N88°56'52"E 343.68 FEET AND N01°03'08"W 25.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°56'52"W 100.00 FEET; THENCE N01°03'08"W 100.00 FEET; THENCE N88°56'52"E 100.00 FEET; THENCE S01°03'08"E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

Annexation Area (inclusive of the District Boundaries)

Parcel Identification Numbers:

<u>Parcel ID</u>
22-029-0013
22-023-0088
22-029-0004
22-023-0059
22-023-0112
22-023-0113
22-023-0114
22-023-0124
22-023-0121
22-023-0125
22-023-0087
22-029-0016
22-023-0173
22-023-0172
22-023-0178
22-023-0060
22-029-0017
22-023-0177

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE NORTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE EASTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.67 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'24" EAST 708.63 FEET; THENCE NORTH 00°39'04" EAST 635.21 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.80 FEET); THENCE SOUTH 89°41'49" EAST 290.46 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.86 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'29" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 123.38 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 66.44 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE

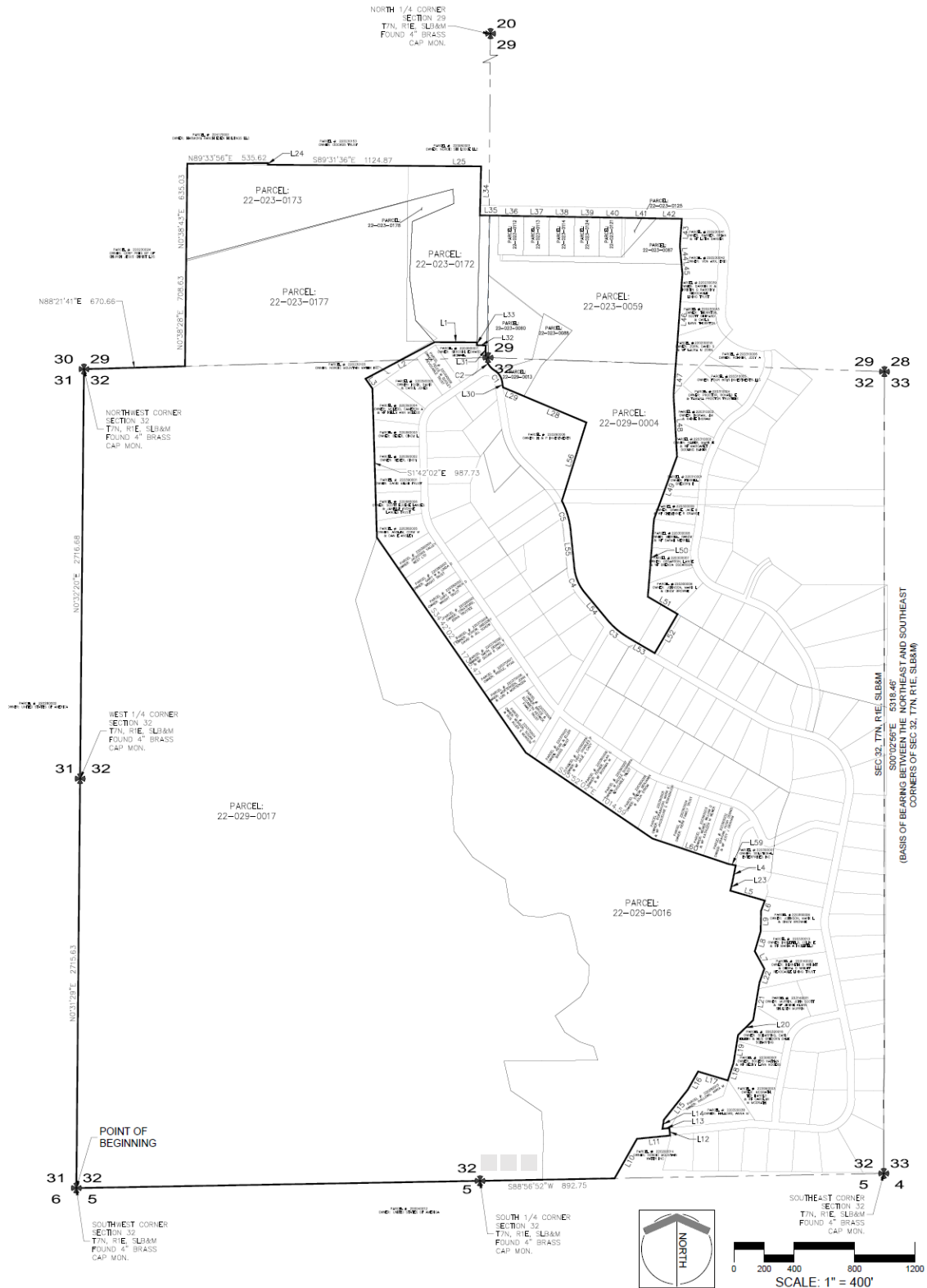
WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.63 FEET; THENCE NORTH 67°10'55" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 150.03 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. NORTH 08°41'09" WEST 37.59 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 81°22'22" WEST, A RADIAL DISTANCE OF 106.22 FEET; 2. NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 50°01'53", A DISTANCE OF 92.75 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 58°58'57"; 3. NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 128.68 FEET; 4. NORTH 00°19'26" EAST 59.09 FEET; 5. NORTH 89°13'27" WEST 57.98 FEET; THENCE NORTH 01°17'53" EAST 19.17 FEET; THENCE NORTH 89°42'02" WEST 282.10 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°42'02" EAST 987.73 FEET; 2. SOUTH 34°42'02" EAST 1,736.47 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET THE ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH

29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,290,350.11 SQUARE FEET OR 511.7160 ACRES, MORE OR LESS.

Map of District Boundaries and Annexation Area

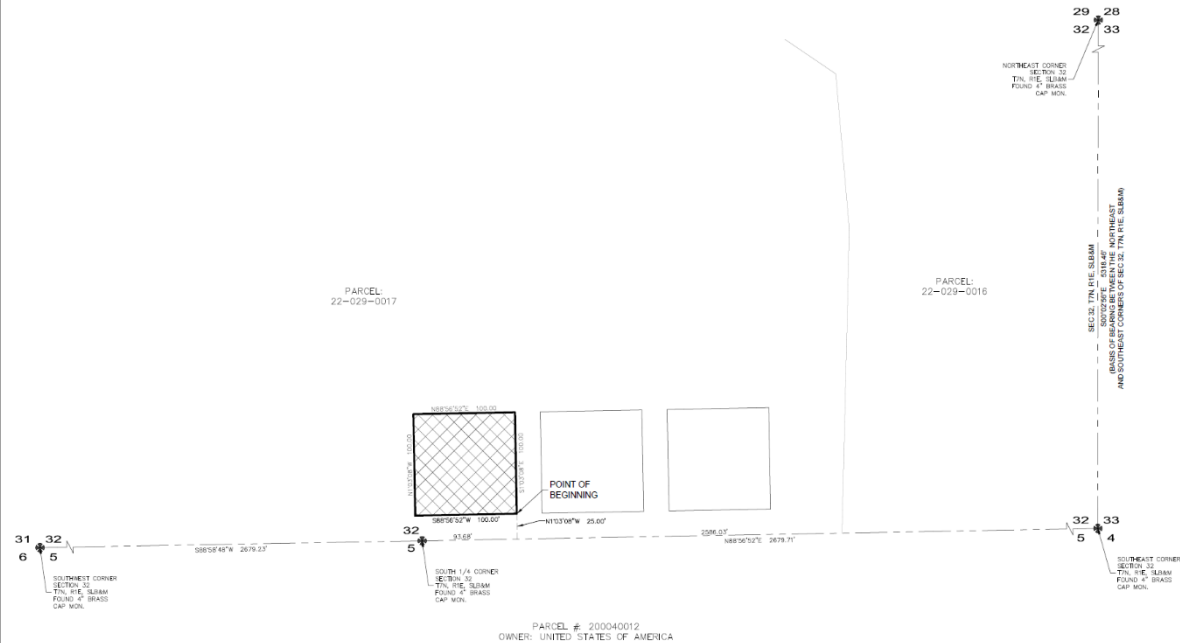
PID Annexation Area



Initial District Boundaries

LOCAL ENTITY PLAT - NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.1, RESOLUTION NO.

A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTH HALF OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2023



SURVEYOR'S CERTIFICATE

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708886 IN ACCORDANCE WITH TITLE 63, CHAPTER 22 OF THE PROFESSIONAL BUSINESS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-43-2(2) AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETEASE OR REESTABLISH THIS SURVEY, AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THE 31ST DAY OF OCTOBER 2023.



WILLIS D. LONG, PLS 10708886

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO INCORPORATE THE BOUNDARY SHOWN HEREON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.1. THE BASIS OF BEGINNING FOR THIS PARCEL IS BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SOUTH 00°22'30" EAST.

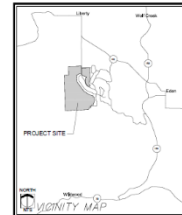
BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 32, Township 7 North, Range 1 East, Salt Lake Base and Meridian, Eden, Weber County, Utah more particularly described as follows:
BEGINNING AT A POINT WHICH IS N88°56'32" W 100.00 FEET AND N01°03'28" W 25.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S88°56'32" W 100.00 FEET; THENCE N01°03'28" W 100.00 FEET; THENCE N88°56'32" E 100.00 FEET; THENCE S01°03'28" E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

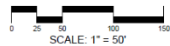
REFERENCED DOCUMENTS

1. SR WARRANTY DEED ENTRY NO# 3273026 RECORDED FEBRUARY 22, 2023



LEGEND

- SECTION CORNER AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- PARCEL LINE
- ▨ LOCAL INFRASTRUCTURE DISTRICT



WEBER COUNTY SURVEYOR
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITY ASSIGNED THEREIN.
SIGNED THIS _____ DAY OF _____ 20____
WEBER COUNTY SURVEYOR _____

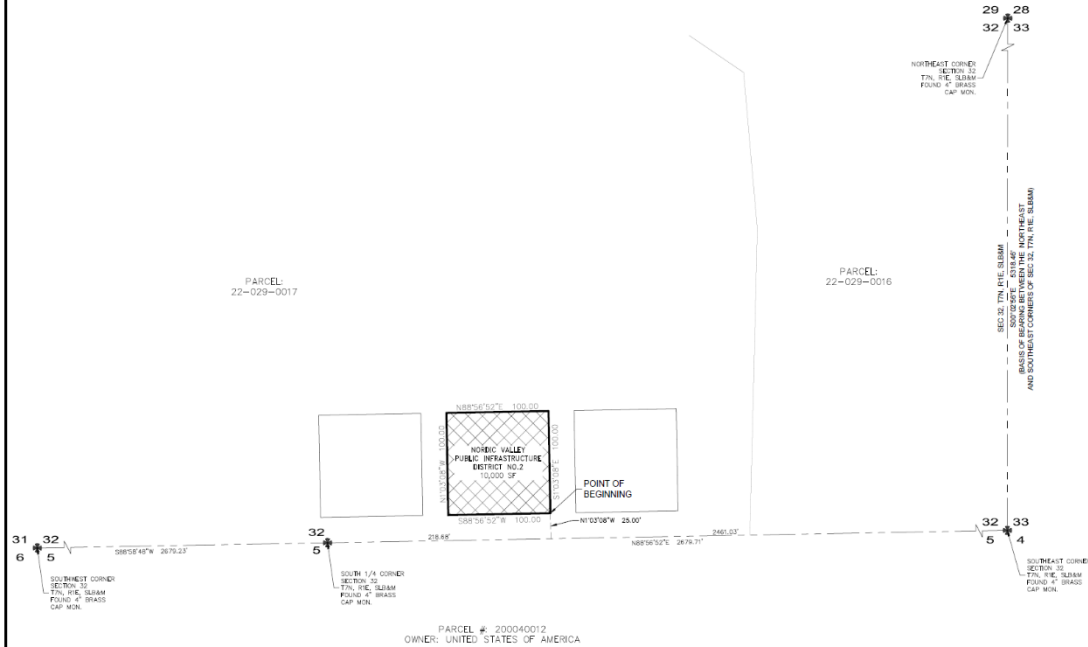
NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1
THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH
THIS _____ DAY OF _____ 20____
CHAIRMAN, WEBER COUNTY COMMISSION
ATTEST:
TITLE _____

LAYTON SURVEYS LLC
Professional Land Surveying
837 S. 500 W. Suite 201
(801) 663-1541 | willis@latsurveys.com | Woodruff, UT 84010

RECORDED #	
STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE	
REQUEST OF _____	
ENTRY NO. _____	
DATE _____ TIME _____	
BOOK _____ PAGE _____	
FEE 1	
WEBER COUNTY RECORDER _____	

LOCAL ENTITY PLAT - NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.2, RESOLUTION NO.

A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2023



SURVEYOR'S CERTIFICATE.

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708888 IN ACCORDANCE WITH TITLE 56, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTIONS 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRADE OR REESTABLISH THIS SURVEY, AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THE 31ST DAY OF OCTOBER 2023.



WILLIS D. LONG, PLS 10708888

NARRATIVE.

THE PURPOSE OF THIS PLAT IS TO INCORPORATE THE BOUNDARY SHOWN HEREON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.2, THE BASIS OF BEARING) FOR THIS PARCEL IS BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S89°56'57\"/>

BOUNDARY DESCRIPTION.

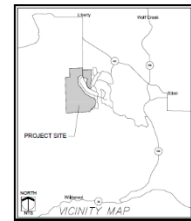
A parcel of land located in the Southeast Quarter of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS 20.00 FEET AND N02°08'W 20.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S89°56'57\"/>

Containing 10,000 square feet or 0.23 acres, more or less.

REFERENCED DOCUMENTS.

1. SP NARRATIVE USED ENTRY NOW 5275029 RECORDED FEBRUARY 22,2023

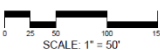




LAYTON SURVEYS LLC

Professional Land Surveying 837 S 500 W Suite 201
 (801) 863-1841 www.laytonsurveys.com Woodcross, UT 84010

LEGEND



WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL OF THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT REMOVE THE LICENSED SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITY ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____ 20____

WEBER COUNTY SURVEYOR _____

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.

THIS _____ DAY OF _____ 20____

CHAIRMAN, WEBER COUNTY COMMISSION

ATTEST: _____

TITLE: _____

RECORDED #

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF _____

ENTRY NO. _____

DATE _____ TIME _____

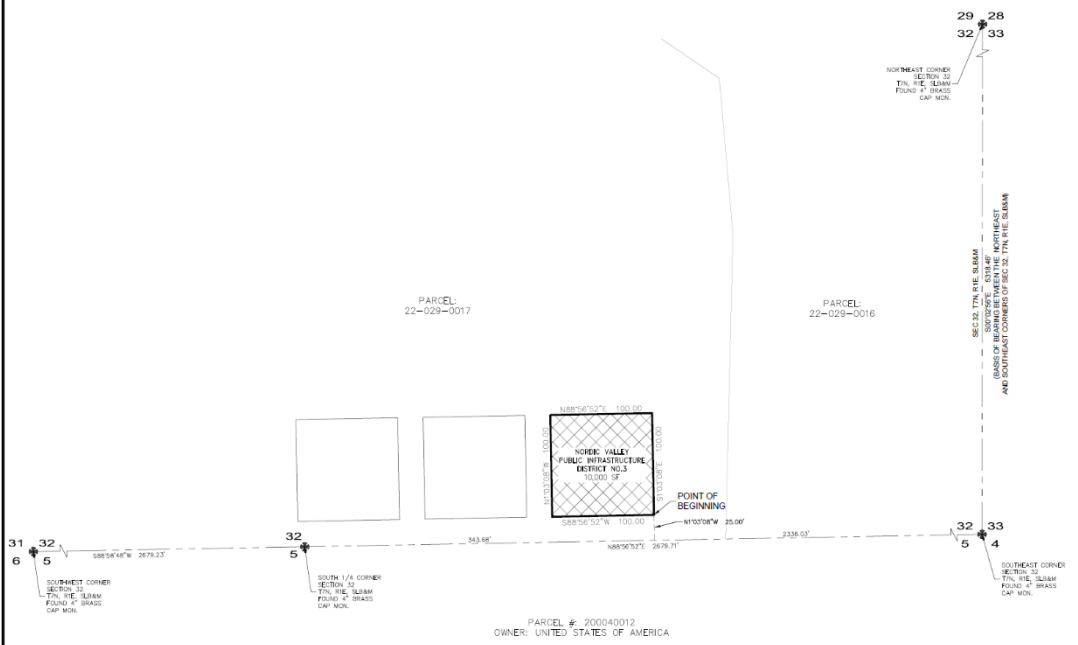
BOOK _____ PAGE _____

FEE \$ _____

WEBER COUNTY RECORDER _____

LOCAL ENTITY PLAT - NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.3, RESOLUTION NO.

A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2023



SURVEYOR'S CERTIFICATE:

I, WILDS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708888 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-25-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RECALCULATE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED: THE 31ST DAY OF OCTOBER 2023.



NARRATIVE:

THE PURPOSE OF THIS PLAT IS TO INCORPORATE THE BOUNDARY SHOWN HEREON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO.3, THE BASIS OF BEARING FOR THIS PARCEL IS TO BE THE SOUTHWEST CORNER AND THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEARS SOUTH 00°02'30" EAST.

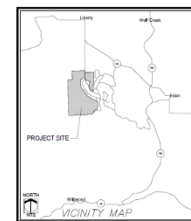
BOUNDARY DESCRIPTION:

A parcel of land located in the Southeast Quarter of Section 32, Township 7 North, Range 1 East, Salt Lake Base and Meridian, Eden, Weber County, Utah from hereinafter described as follows:
BEGINNING AT A POINT WHICH IS INTERSECTION 343.68 FEET AND N01°03'00" W 25.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°50'02" W 100.00 FEET; THENCE N01°03'00" W 100.00 FEET; THENCE N01°03'00" W 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

REFERENCED DOCUMENTS:

1. SP WARRANTY DEED ENTRY No. 3273828 RECORDED FEBRUARY 22, 2023.



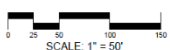


LAYTON SURVEYS LLC

Professional Land Surveying 437 S. 500 W. Suite 201
801 563-1641 wilds.long@laytonsurveys.com Weber County, UT 84403

LEGEND

-  SECTION CORNER AS NOTED
-  BOUNDARY LINE
-  SECTION LINE
-  PARCEL LINE
-  PUBLIC INFRASTRUCTURE DISTRICT



WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LAND SURVEYOR AND EXECUTOR OF THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITY ASSOCIATED HEREWITH.

SIGNED: THE _____ DAY OF _____, 20____

WEBER COUNTY SURVEYOR _____

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3

THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH

THIS _____ DAY OF _____, 20____

CHAIRMAN, WEBER COUNTY COMMISSION

ATTEST: _____

TITLE: _____

WEBER COUNTY SURVEYOR _____

RECORDED #

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF _____

ENTRY NO. _____

DATE _____ TIME _____

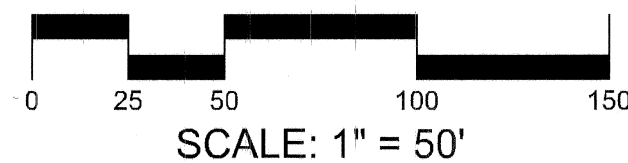
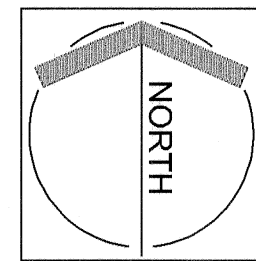
BOOK _____ PAGE _____

FILE # _____

WEBER COUNTY RECORDER _____

LOCAL ENTITY PLAT - NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTHWEST QUARTER OF SECTION 29
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2024



NORTH 1/4 CORNER
SECTION 29
T7N, R1E, SLB&M
FOUND 4" BRASS
CAP MON.

SURVEYOR'S CERTIFICATE:

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708886 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THE 17TH DAY OF OCTOBER 2024.



WILLIS D. LONG, PLS 10708886

NARRATIVE:

THE PURPOSE OF THIS PLAT IS TO INCORPORATE THE BOUNDARY SHOWN HERE ON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2. THE BASIS OF BEARING FOR THIS PARCEL IS BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEARS SOUTH 00°02'56" WEST.

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

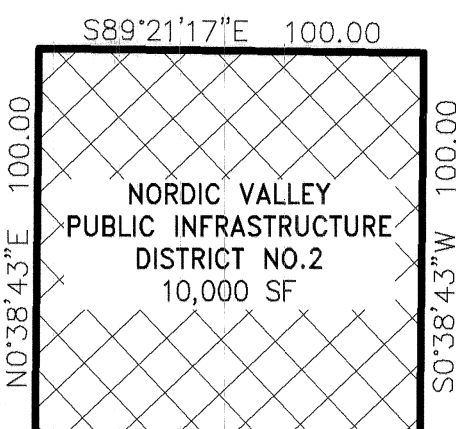
BEGINNING AT A POINT WHICH IS N0°38'43"E 583.80 FEET AND S89°21'17"E 25.00 FEET FROM THE SOUTHEAST CORNER OF PARCEL 220230024, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°38'43" EAST 100.00 FEET; THENCE SOUTH 89°21'17" EAST 100.00 FEET; THENCE SOUTH 00°38'43" WEST 100.00 FEET; THENCE NORTH 89°21'17" WEST 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

REFERENCED DOCUMENTS:

1. SP WARRANTY DEED ENTRY NO# 3273928 RECORDED FEBRUARY 22, 2023

PARCEL #: 220230024
OWNER: CORP PRES BP OF
CHURCH JESUS CHRIST LDS



PARCEL:
22-023-0173

PARCEL:
22-023-0177

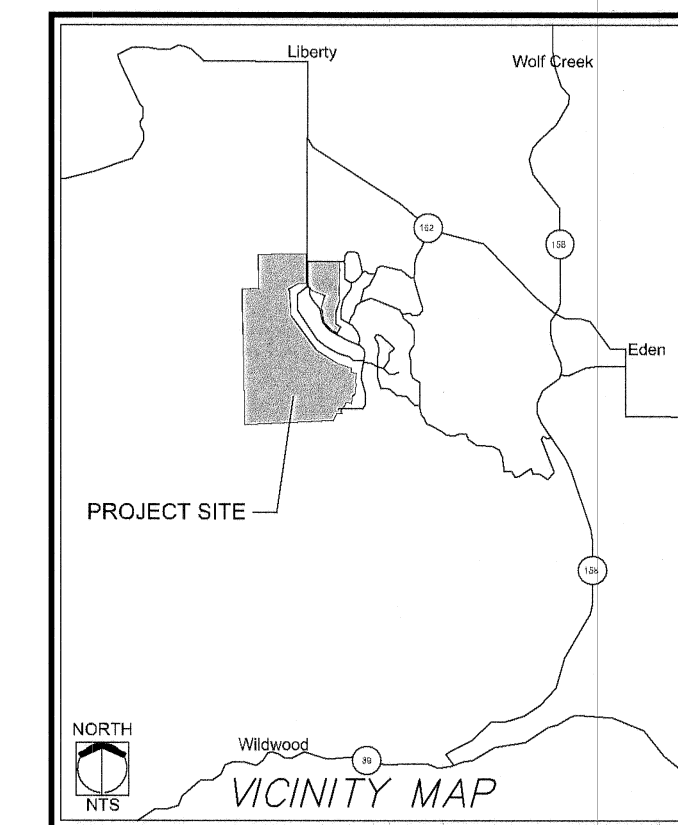
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
PARCEL 220230024

NORTHWEST CORNER
SECTION 32
T7N, R1E, SLB&M
FOUND 4" BRASS
CAP MON.

NORTH 1/4 CORNER
SECTION 32
T7N, R1E, SLB&M
FOUND 4" BRASS
CAP MON.

SOUTHEAST CORNER
SECTION 32
T7N, R1E, SLB&M
FOUND 4" BRASS
CAP MON.

NORTHEAST CORNER
SECTION 32
T7N, R1E, SLB&M
FOUND 4" BRASS
CAP MON.



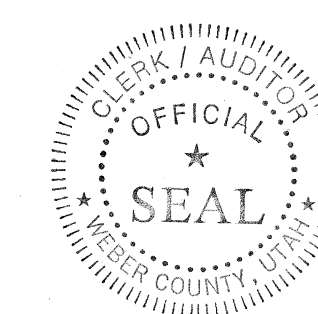


LAYTON SURVEYS LLC

Professional Land Surveying 837 S 500 W Suite 201
(801) 663-1641 willis.long@laytonsurveys.com WoodsCross, UT 84010

LEGEND

- SECTION CORNER AS NOTED
- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- PUBLIC INFRASTRUCTURE DISTRICT



WEBER COUNTY SURVEYOR	WEBER COUNTY COMMISSION	RECORDED
<p>I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.</p> <p>SIGNED THIS <u>22nd</u> DAY OF <u>Nov</u>, 20<u>24</u></p> <p><i>[Signature]</i> WEBER COUNTY SURVEYOR</p>	<p>THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH</p> <p>THIS <u>22nd</u> DAY OF <u>November</u>, 20<u>24</u></p> <p><i>[Signature]</i> CHAIRMAN, WEBER COUNTY COMMISSION</p> <p>ATTEST: <i>[Signature]</i></p> <p>TITLE: <u>Weber County Clerk/Auditor</u></p>	<p>STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE</p> <p>REQUEST OF: _____</p> <p>ENTRY NO: _____</p> <p>DATE: _____ TIME: _____</p> <p>BOOK: _____ PAGE: _____</p> <p>FEE \$ _____</p> <p>WEBER COUNTY RECORDER</p>

November 19, 2024



Ricky D. Hatch, CPA
Clerk/Auditor

To: Nordic Village Venture, LLC
730 N 1500 W
Orem, UT 84057
Attn: Brook Cole

Dear Brook Cole,

The Weber County Clerk/Auditor's Office has received a petition for the creation of a local public infrastructure district, Nordic Village Public Infrastructure District (PID) #2, pursuant to Utah Code Ann. § 17D-4-201, for the purpose of assisting in financing public infrastructure construction and improvements for the Nordic Village area of unincorporated Weber County, which area is more particularly described in the petition. The petition was signed by 100% of the owners of property located within the proposed district boundary. I hereby certify that the petition complies with the requirements of Utah Code Ann. §§ 17D-4-201(1), 17B-1-205(1), and -208 (excluding 17B-1-208(2)). A copy of this certification will be delivered to the Weber County Commission and the contact sponsor.

Additionally, pursuant to Utah Code Ann. §17B-4-204(3) regarding PIDs and Utah Code Ann. §17D-2a-1305(4) regarding IFDs, any infrastructure proposed to be transferred to the County through an PID or IFD which will require services to be provided by the County must be built in accordance with all applicable standards, design, inspection, and other requirements of the County, and will only be accepted through a formally issued will serve letter or a properly executed interlocal agreement signed by both parties.

Sincerely,

Ricky Hatch, CPA
Weber County Clerk Auditor

Attachments:

1. Weber County Resolution 42-2024 Indicating The Requirement Of The County's Acceptance Of Certain Infrastructure On An IFD Or PID (approved 9-10-2024).

NOTICE OF AN IMPENDING BOUNDARY ACTION

To the Lieutenant Governor, State of Utah

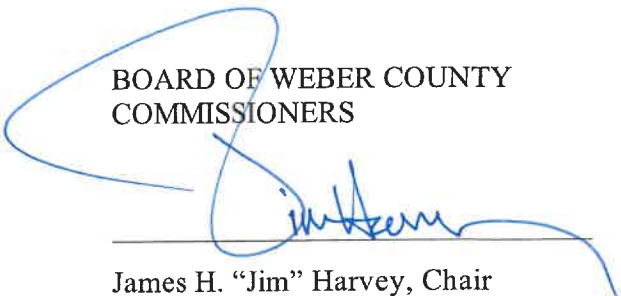
Pursuant to the provisions of Utah Code Ann. § 17B-1-215 and § 67-1a-6.5, Weber County (“County”), a body politic and political subdivision of the State of Utah, hereby gives notice to the Utah Lieutenant Governor that a petition has been submitted to the County to create a public infrastructure district in accordance with the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated; which would be named the **Nordic Village Public Infrastructure District No. 2**. The District is proposed to provide financing and construction of public infrastructure improvements to facilitate the development of commercial parcels in Nordic Valley. The petition has been certified by the County Clerk under Utah Code Ann. § 17B-1-209.

The County hereby certifies that all of the legal requirements necessary for the creation of the Nordic Village Public Infrastructure District No. 2 have been completed and respectfully requests the issuance of a Certificate of Creation pursuant to Utah Code Ann. §67-1a-6.5.

Accompanying this Notice is a copy of the certified petition pursuant to Utah Code Ann. § 17D-4-201(2)(d); a letter from the Utah State Retirement Office pursuant to Utah Code Ann. § 67-1a-6.5(3)(d); and a copy of an approved final local entity plat prepared and certified by a licensed surveyor and approved by the Weber County Surveyor pursuant to Utah Code Ann. §17-23-20.

Dated this 25th day of November 2024.

BOARD OF WEBER COUNTY
COMMISSIONERS


James H. “Jim” Harvey, Chair

ATTEST


Ricky Hatch, County Clerk



RESOLUTION NO. 13-2024

RESOLUTION INITIATING THE CREATION OF A GOVERNING DOCUMENT FOR THE PROPOSED NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICTS NOS. 1, 2, AND 3.

WHEREAS, the Board of County Commissioners of Weber County (“Commission”) received a petition—in accordance with the Public Infrastructure Act, Utah Code Ann. § 17D-4-101 et seq., 1953, as amended (“Act”)—to create the Nordic Village Public Infrastructure District No. 1 (“PID #1”), the Nordic Village Public Infrastructure District No. 2 (“PID #2”), and the Nordic Village Public Infrastructure District No. 3 (“PID #3”) (collectively referred to as “Districts”) for the purpose of financing the construction of public infrastructure improvements in the vicinity of 3567 East Nordic Valley Road in unincorporated Weber County; and

WHEREAS, the Commission also received a letter of intent and an application for the proposed Districts in accordance with the Weber County Policy regarding Public Infrastructure Districts (“PID Policy”); and

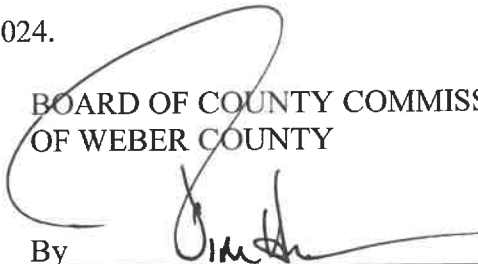
WHEREAS, the Commission has reviewed the petitions, letters of intent, and applications and have approved the concept for the proposed Districts as contained in such documents; and

WHEREAS, the Act authorizes the Commission to impose limitations on the proposed Districts through a governing document; and the Commission has elected to exercise this authority through the PID Policy.

NOW THEREFORE, the Commission hereby authorizes and initiates the creation of a governing document for the proposed Districts. The governing document shall be created in accordance with the Act and the PID Policy.

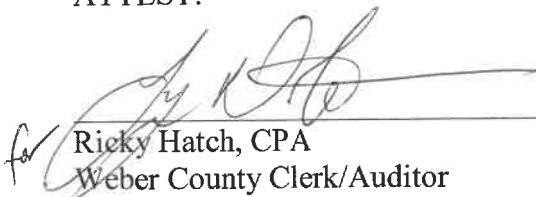
RESOLVED this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
James H. “Jim” Harvey, Chair

Commissioner Harvey voted Aye
Commissioner Bolos voted Aye
Commissioner Froerer voted Aye

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

RESOLUTION NO. 52-2024

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
WEBER COUNTY AND THE PROPOSED NORDIC VILLAGE PUBLIC INFRASTRUCTURE
DISTRICTS NOS. 1, 2, AND 3 REGARDING THE TRANSFER OF CERTAIN
INFRASTRUCTURE AND IMPROVEMENTS**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint or cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Weber County and the proposed Nordic Village Public Infrastructure Districts Nos. 1, 2, and 3 (the "Districts") have negotiated an interlocal agreement, attached hereto as Exhibit A, for the purposes of approving and accepting certain roadway improvements which will be developed by the Districts; and

WHEREAS, the Districts will sign the interlocal into effect at their first board meeting; and

WHEREAS, Weber County and the Districts find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed in the agreement;

NOW THEREFORE, the Board of County Commissioners of Weber County hereby resolves to approve and adopt the attached interlocal agreement, and the Board hereby directs the Chair of the Board to execute the interlocal agreement for and on behalf of Weber County.

DATED this 20th day of November, 2024.


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
James H. "Jim" Harvey, Chair

Commissioner Froerer voted
Commissioner Harvey voted
Commissioner Bolos voted

Aye
Aye
Aye

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

**INTERLOCAL AGREEMENT REGARDING ROADWAY
IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3**

THIS INTERLOCAL AGREEMENT REGARDING ROADWAY IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3 (the “**Agreement**”) is made this __ day of November, 2024 by and between Weber County, Utah, a body politic and political subdivision of the State of Utah (the “**County**”) and Nordic Village Public Infrastructure District Nos. 1, 2, and 3, each a political subdivision of the State of Utah (each a “**District**” and collectively, the “**Districts**”), with reference to the following facts:

W I T N E S S E T H:

WHEREAS, the County will approve the creation of the Districts on or around November 20, 2024; and

WHEREAS, the Districts will sign this interlocal into effect at their first board meeting; and

WHEREAS, the Districts intend to provide for the development of a resort-oriented development in and around Nordic Valley Ski Resort with single and multi-family dwelling units, hotel rooms, commercial space, and resort amenities, including new ski lifts, trails, a tubing hill, an ice skating rink, a summer amphitheater, parks, and a pond with a boathouse, on approximately 512 acres of land (the “**Project**”), located at approximately 3567 East Nordic Valley Road in an unincorporated area of the County (the “**Project Area**”); and

WHEREAS, in connection with the Districts’ development and construction of the Project, the County requires that the Districts design and construct certain roadway improvements, including rights-of-way, curb, gutter, sidewalk, and streets, on or adjacent to the Project Area, as more particularly depicted on **Exhibit B** attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions pertaining to the Districts’ construction of the Improvements (defined below), as more particularly described herein. The terms and conditions set forth herein are expressly conditioned upon the Districts proceeding with the construction of the Project.

3. Improvements. The term “**Improvements**,” as used herein, means roadway

improvements, including their rights-of-way, curb, gutter, sidewalk, and streets, in the locations depicted on **Exhibit B** attached hereto. The Improvements shall be completed at the expense of the Districts in a good and workmanlike manner in accordance with this Section 3.

- A. Plans. Prior to commencing any construction or installation of the Improvements, the Districts and the County shall work together to design and approve plans and specifications for the Improvements (the “**Plans**”). To the extent the County requests any changes or modifications to the Plans following such approval, if the change results in an increase in the overall cost to design, construct and install the Improvements, the amount of such increase in cost shall be borne solely by the County. Notwithstanding anything herein to the contrary, the Improvements shall be in compliance with all laws and of a type and quality substantially similar to other improvements constructed, installed and/or owned by the County.
- B. Location of the Improvements. The Improvements shall be located approximately in the locations set forth on **Exhibit B**. However, the Districts reserve the right to modify the exact location of the Improvements if such modification is necessary or appropriate to facilitate the development of the Project Area and the construction of the Project. Such modification may include, by way of example but not by limitation, relocating one or more of the Improvements. To the extent any of the Improvements are located on land other than the Project Area, as described on **Exhibit A**, the Districts and the County shall use good faith efforts to facilitate access from property owners for the Districts and its contractors and agents to such property.
- C. Construction of the Improvements. Prior to the commencement of construction of the Improvements, the Districts and the County shall enter into an interlocal government agreement in form and substance reasonably acceptable to the parties. Thereafter, the Improvements shall be constructed in a good and workmanlike manner in accordance with such agreement and all applicable laws, rules and regulations. The County shall have a reasonable right of inspection during the construction of the Improvements.
- D. Completion of Improvements. Upon the Districts’ completion of construction of the Improvements, the Districts shall notify the County that the Improvements have been completed in accordance with this Agreement. The date of such notification shall be known as the “**Notification Date**.” The County shall have thirty (30) days (the “**Approval Date**”) from the Notification Date to notify the Districts of any deficiencies in the Improvements. If the County fails to notify the Districts within such thirty (30) day period, the County shall be deemed to have approved and accepted the Improvements and agreed that the Improvements substantially conform to this Agreement and the Plans agreed to by the Parties in accordance with Section 3.

4. Post-Construction Documents and Agreements. Within a reasonable period of time following the Approval Date, the Districts shall execute and deliver to the County one or more

of the following, as may be necessary or appropriate, in the Districts' reasonable discretion, to grant to the County perpetual access to and use of the Improvements: (a) a perpetual easement in favor of the County granting the County an easement and right of way for the maintenance, operation and repair of the Improvements; (b) a bill of sale conveying any portion of the Improvements constituting personal property to the County, and (c) any other document or agreement reasonably necessary or appropriate, in each case free and clear of all liens and encumbrances.

5. County's Obligation to Maintain Improvements. Following the Approval Date, the County shall be solely responsible, at its sole cost and expense, to maintain, repair and keep the Improvements in good operating condition and repair including, without limitation, the repair and replacement of the Improvements as may be necessary or appropriate. If and to the extent the County fails to do so, the Districts may, but shall not be obligated to, perform such maintenance and repair obligations, and the County shall, upon demand, reimburse the Districts for all costs and expenses incurred in connection therewith.

6. Assignment. This Agreement may be assigned by the Districts with the prior written consent of the County, so long as the assignee has the financial capability to perform the terms of this Agreement as determined by the Districts in their reasonable discretion. In the event the Districts desire to assign their rights and obligations herein, they shall so notify the County in writing, together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein. The Districts' pledging of part or all of the Project Area as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by the Districts.

7. Interlocal Cooperation Act. In accordance with the requirements of the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.* (the "**Cooperation Act**"), the Parties agree as follows:

- A. This Agreement shall be authorized by a resolution of the legislative body of each party to this Agreement (each, a "**Party**" and together, the "**Parties**"), pursuant to and in accordance with the provisions of Section 11-13- 202.5 of the Cooperation Act;
- B. The term of this agreement shall terminate on the earlier to occur of (1) the Approval Date following completion of all of the Improvements or (2) fifty (50) years from the date of execution hereof.
- C. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- D. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

E. The Chair of the County and the Chair of the District area hereby designated as the administrators to administer all joint or cooperative undertakings pursuant to Section 11-13-207 of the Cooperation Act.

8. Modifications. This Agreement shall not be amended or modified except by subsequent written agreement signed by the parties.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

11. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement.

12. Attorneys' Fees. If any legal action, arbitration or other proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

13. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and/or the Districts. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development. Further, the parties agree that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Project Area until the Districts have conveyed the Improvements to the County, at which time all rights and responsibilities (except for warranty obligations of the Districts as expressly set forth herein) for the Improvements shall be the County's. Except to the extent arising out of the Districts' gross negligence or willful misconduct, the County shall indemnify, defend and hold the Districts harmless from and against any and all losses, costs, claims and liabilities, including reasonable attorneys' fees and costs, arising out of or related to the Improvements following the Approval Date. Notwithstanding the foregoing, the Districts acknowledge and agree that the County is a governmental entity under the Governmental Immunity Act of Utah, and nothing in this Agreement shall be construed as a waiver of any protections, rights, or defenses applicable to the County under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgments.

14. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received

by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or E-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

To the Districts:

Nordic Village Public Infrastructure District Nos. 1-3
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole
(801) 592-6132
bcole@gwccap.com

With a copy to:

Clyde Companies
730 North 1500 West
Orem, Utah 84057
Attn: Brandon Hale, General Counsel
(801) 270-6717
bhale@clydeinc.com

To the County:

Weber County
Weber Center
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Office of Economic Development
Phone 801-399-8419

15. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

16. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

17. Dispute Resolution. If a dispute arises regarding this Agreement, the parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

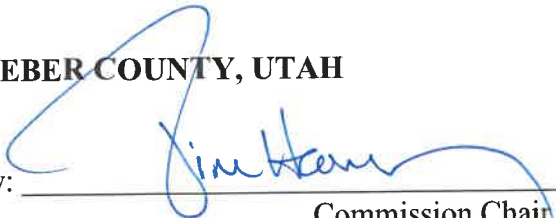
18. Survivability. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

19. Waiver. No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.

[Signatures on the following page]

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above in the opening paragraph.

WEBER COUNTY, UTAH

By: , Commission Chair *11-19-2024*

APPROVED AS TO FORM:

ATTEST:

By: , Clerk/Auditor

By: , Deputy Attorney



**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

EXHIBIT A

Project Area Description

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH

29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

EXHIBIT B

Anticipated Location of Improvements

**WEBER COUNTY, UTAH
2380 Washington Boulevard
Ogden, Utah 84401**

NOTICE OF PRELIMINARY INTENT TO OWN, OPERATE, AND MAINTAIN IMPROVEMENTS FINANCED BY NORDIC VILLAGE PID NOS 1-3

DATE: October 2, 2024

TO WHOM IT MAY CONCERN:

Please be advised that the Nordic Village Public Infrastructure District Nos. 1-3 (the "PIDs") have submitted a request to Weber County, Utah (the "County"), requesting the County own, operate, and maintain publicly dedicated roads and trails (collectively, the "Improvements") relating to the existing and future infrastructure improvements proposed in conjunction with the Nordic Village development, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the "Resort"). Improvement intended to be dedicated to the County are depicted on the attached Exhibit A and include:

- New section of approximately of Nordic Valley Way (3500 East) and a round-about at the intersection of Viking Drive and 3500 East
- Round-About at approximately 3300 North 3500 East
- Round About at approximately 330 North and Highway 162
- A regional multi-purpose trail connection from approximately Viking Drive and 3500 East intersection to Highway 162

The County agrees to own, operate, and maintain the Improvements, subject to the PIDs and/or the Resort's completion of the Improvements in compliance with the County's permitting requirements and construction in accordance with the standards and specifications of the County and payment of any applicable fees relating to the Improvements. The County acknowledges that nothing in this letter shall obligate the PIDs or the Resort to construct any Improvements for dedication to the County unless required by separate agreement with the County.

Sincerely,

Brook Cole

Brook Cole
Manager, Nordic Village Venture, LLC

RESOLUTION 53-2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (THE “BOARD”) OF THE COUNTY OF WEBER COUNTY, UTAH (THE “COUNTY”), PROVIDING FOR THE CREATION OF NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3 (COLLECTIVELY, THE “DISTRICTS”) AS INDEPENDENT BODIES CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the County requesting adoption by resolution the approval of the creation of three (3) separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID” Act”) and relevant portions of the Limited Purpose Local Government Entities – Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the County and approve an annexation are (the “Annexation Area”) which any of the districts may annex into or withdrawal therefrom without further approval or hearings of the County or the Board, as further described in Governing Documents Exhibits A and C (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the County may create one or more public infrastructure districts by adoption of a resolution of the Board and with consent of 100% of all surface property owners proposed to be included in each District (the “Property Owners”); and

WHEREAS, on November 20, 2022, a public hearing was held by the County to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing was held at the County Building because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the County Building was held as close to the applicable area as reasonably possible; and

WHEREAS, the County mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the County pursuant to the Act and it is in the best interest of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the date of this Resolution; and

WHEREAS, each board member appointed under this Resolution has previously filed with the County a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the County, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit A, for the Districts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by officers of the Board directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the County in accordance with the Governing Document and the Act. The boundaries of each District shall be as set forth in the Governing Document and the respective Local Entity Plat (the “Plat”) attached hereto as Exhibit B (or as shall be finalized upon submission of the Final Local Entity Plat to the Lieutenant Governor’s Office in accordance with Utah Code Ann. §17B-1-215).

3. Pursuant to the terms of the PID Act, the Board does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Board or the County and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from any District without any further action, hearings, or resolutions of the Board or the County, upon compliance with the terms of the PID Act and the Governing Document.

4. The Board does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the County to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the County under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Board that the creation of the Districts is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit A, is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of the Districts are hereby appointed as follows:

(a) District No. 1

- (1) Trustee 1 – Brandon Henrie for an initial 6 year term.
- (2) Trustee 2 – Brook Cole for an initial 6 year term.
- (3) Trustee 3 – Laurent Jouffray for an initial 4 year term.

(b) District No. 2

- (1) Trustee 1 – Brandon Henrie for an initial 6 year term.
- (2) Trustee 2 – Brook Cole for an initial 6 year term.
- (3) Trustee 3 – Laurent Jouffray for an initial 4 year term.

(c) District No. 3

- (1) Trustee 1 – Brandon Henrie for an initial 6 year term.
- (2) Trustee 2 – Brook Cole for an initial 6 year term.
- (3) Trustee 3 – Laurent Jouffray for an initial 4 year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah for the respective District.

8. The Board does hereby authorize the Chair or a Commissioner to execute the Notice of Impending Boundary Action (the “Boundary Notice”) required under Utah Code Ann. §17B-1-215 and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Board for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the Districts by the Office of the Lieutenant Governor of the State of Utah, the Board does hereby authorize the Chair, a Commissioner, the County Economic Development Director, or the County Attorney to make any corrections,

deletions, or additions to the Governing Document, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. The Board of Trustees of each District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Weber County within thirty days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph clause or provision of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders, and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Chair, a Commissioner, the County Economic Development Director, or the County Attorney.

DATED this 19th day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Harrold Bolos
for James "Jim" Harvey, Chair

Commissioner Harvey voted
Commissioner Froerer voted
Commissioner Bolos voted

Aye
Aye
Aye

ATTEST:



Ricky Hatch
FOR: Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A
(Governing Document)

GOVERNING DOCUMENT
FOR
NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2 AND 3
WEBER COUNTY, UTAH

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Weber County Vicinity Map
EXHIBIT C	Initial District and Annexation Boundaries Map
EXHIBIT D	Interlocal Agreement constituting Public Improvements Acceptance

GOVERNING DOCUMENT

THIS GOVERNING DOCUMENT (“Governing Document”), is made pursuant to the provisions and authority of Title 17D, Chapter 4 of the Utah Code, and approved effective as of the date this Governing Document is formally ratified by the Districts (the “Effective Date”), by and among WEBER COUNTY, a political subdivision of the State of Utah (the “County”), NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah (“District No. 1”), NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah (“District No. 2”) and NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3, a political subdivision of the State of Utah (“District No. 3” and collectively with District No. 1 and District No. 2, the “Districts”). The County and the Districts are collectively referred to as the Parties.

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated property owners, residents, tenants, invitees, and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts.

There are currently no other governmental entities, including the County, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts are therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the County Regarding Districts’ Governing Document.

The County’s objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy and/or repaid by Assessments, Fees, or other legally available revenues. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose for creating the Districts is to provide for the Public Improvements associated with development and regional needs.

It is the intent that the Districts dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments, Fees, or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. The Districts are also permitted to utilize tax increment revenues (if any) and other legally available revenues for the repayment of Debt. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the County for annexation into or withdrawal from one or more of the Districts upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation into or withdrawal from one or more of the Districts.

Assessment: means assessments levied in an assessment area created within the Districts or a District.

Board: means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations, including advances of funds by the Petitioner and other loans of any property owner, for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

County: means Weber County, Utah.

County Code: means the County Code of Weber County, Utah.

County Commission: means the County Commission of Weber County, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Development Agreement: means the Weber County Zoning Development Agreement dated March 13, 2023, by and between the County and Nordic Village Venture, LLC, as amended from time-to-time.

District: means any one of the Nordic Village Public Infrastructure District Nos. 1 through 3.

District Act: means the Special District Act and the PID Act.

District No. 1: means the Nordic Village Public Infrastructure District No. 1.

District No. 2: means the Nordic Village Public Infrastructure District No. 2.

District No. 3: means the Nordic Village Public Infrastructure District No. 3.

Districts: means District No. 1, District No. 2 and District No. 3.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means one or more fees imposed by a District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(2)(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section IV which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the County Commission.

Governing Document Amendment: means an amendment to the Governing Document approved by the County Commission in accordance with the County's ordinance and the applicable state law and approved by the Boards in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section IV.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section IV.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual recognized as a municipal advisor by the MSRB and the SEC; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Operating Districts: means the Nordic Valley Sewer Improvement District, Ogden Valley Parks District, Nordic Village Water District, the Weber Fire District, or other entity legally authorized to provide public services.

Petitioner: means Nordic Village Venture, LLC, a Utah limited liability company.

Project: means the development or property commonly referred to as Nordic Village.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Public Improvements Acceptance: means an interlocal agreement with or will serve letter provided by each applicable Operating District or service provider to own, operate, and maintain the Public Improvements anticipated to be owned by such Operating District or service provider, upon completion of such Public Improvements, and may be conditioned upon compliance with applicable standards and specifications.

Public Improvements Plan: means the public improvements plan, to be approved by the Board of Trustees of each District, identifying the Public Improvements to be financed by each series of Bonds to be issued by each such District as development of the Project continues, consistent with the Financial Plan for such District and the Development Agreement. A copy of the Public Improvements Plan shall be provided to the County Commission within ten (10) days of approval by the District Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section IV below.

State: means the State of Utah.

Special District Act: means Title 17B of the Utah Code, as amended from time to time and any successor statute thereto.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Tax Increment Revenue: means tax increment revenues generated and available for use under the applicable provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, of the Utah Code as amended from time to time and any successor statute thereto.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 84.81 acres, comprised of approximately 84.35 acres for District No. 1, 0.23 acres for District No. 2 and 0.23 acres for District No. 3. The Annexation Area Boundaries includes approximately 511.69 acres, and includes the Initial District Boundaries. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 511.71 acres of undeveloped land. The assessed valuation as of 2023 of the District Area is \$27,366,184 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

This Governing Document shall not be construed to imply approval of the development of a specific area within the Districts or to supersede any applicable regulation relating to development within the Districts, subject to the Development Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment.

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Public Improvements. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. It is understood that the Districts are just one of the potential sources of financing for the Public Improvements, and that the Public Improvements ultimately financed by the Districts shall be determined by the Boards of the respective Districts through adoption of their respective Public Improvements Plans, based on such factors as the relative needs for or priorities of Public Improvements pursuant to the Development Agreement and the requirements of the County Code; any conditions on development entitlements granted by the County; the financing capacity of each District; the availability of other funding sources; the anticipated phasing of the Project as determined by the Petitioner; and so on. Unless otherwise agreed to in writing by the County, all Public Improvements shall be dedicated as follows:

(a) All municipal water improvements (including culinary, irrigation, commercial and industrial water service) are intended to be dedicated to such public district as shall be legally authorized to provide such services;

(b) All storm water collection, control, and drainage improvements; and sanitary sewer collection, transmission, treatment, water storage and reuse improvements are intended to be dedicated to the Nordic Valley Sewer Improvement District;

(c) All roadways including their rights rights-of-way curb, gutter, sidewalk, streets, are intended to be dedicated to Weber County;

(d) All fire protection, paramedic, and emergency services related improvements shall be dedicated to the Weber Fire District or such other public district as shall be legally authorized to provide such services; and

(e) All Public Improvements identified in the Public Improvements Plan shall be subject to any conditions and requirements of the Development Agreement and all applicable provisions of the County Code.

2. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Operating Districts and of other governmental entities having proper jurisdiction. The Districts will obtain any necessary permits and will abide by all applicable local, state, and federal laws.

3. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire or pay for completed or partially completed improvements constructed by the Petitioner and/or other third parties for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the Public Improvements.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the County. The County, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon such District obtaining any required consents within the area proposed to be annexed and the passage of a resolution of such District's Board approving such annexation.

(b) The County, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from one or more of the Districts. Such area may only be withdrawn upon such District obtaining any required consents within the area proposed to be withdrawn and the passage of a resolution of such District's Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the applicable requirements of the District Act.

(d) Upon any annexation or withdrawal, such District shall provide the County a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. The boundaries of the Districts shall not overlap the boundaries of any other District or other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the District and such financing districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt Limitation. On or before the effective date of (a) Public Improvements Acceptances by each Operating District or applicable service provider, and (b) approval by the Board of the Public Improvements Plan for such District, a District shall not: (i) issue any Debt; nor (ii) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (iii) impose and collect any Assessments used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The total Debt that a District shall be permitted to issue shall not exceed an aggregate amount of Eighty Million Dollars (\$80,000,000), and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This amount excludes any portion of Bonds issued to refund a prior issuance of debt by the Districts. The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

9. Eminent Domain. The Districts shall not exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding unless (a) the public improvements for which eminent domain is proposed are permitted under this Governing Document, an Approved Development Plan, a Public Improvements Plan, or separate agreement of the County and (b) their location complies with a master infrastructure plan or similar plan of the County, an Operating District, or an applicable service provider.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the County to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the County as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-11 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the County shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the County and the Districts approving such amendment.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in each Public Improvements Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed shall be prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Forty-Seven Million Dollars (\$47,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with all applicable public entities and shall be in accordance with the requirements of the Development Agreement. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions to be performed by each District may be clarified in one or more interlocal agreements between and among the Districts.

VI. THE BOARD OF TRUSTEES

A. Board Composition. Each Board shall initially be composed of 3 Trustees who shall be appointed by the County Commission pursuant to the PID Act. All Trustees shall hold at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of 4 years; Trustees 1 and 2 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District.

Upon the date on which there are 50 registered voters whose “principal place of residence,” as that term is defined under Utah Code Section 20A-2-105(1)(a), as may be amended, is within a District (the “Board Transition”), the Board of such District shall be composed of 2 additional Trustees who shall be elected from the registered voters of such District at the next election following the Board Transition. The initial terms of such additional Trustees shall ensure that the terms of 3 Trustees are staggered from the terms of 2 Trustees.

B. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat which is not an elected seat shall be appointed by the County Commission pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. Any owner of land constituting more than 33.3% of the taxable value of commercial property within a District shall be entitled to appoint one seat to the Board of such District for each 33.3% taxable value of commercial property interest. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the District Act.

C. Vacancy. Any vacancy on the Board shall be filled pursuant to the District Act.

D. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

E. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, Fees, Tax Increment Revenues, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed an aggregate amount of the Total Debt Issuance Limitation set forth in Section V. A. 8., and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the Districts shall not count against the permitted total Debt. The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the Districts, Tax Increment Revenues, and Assessments. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy," which is the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Limited Tax Debt and administrative expenses, shall be 0.005 per dollar of taxable value of taxable property in such District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

(c) To the extent that the Districts bear responsibility with regards to the collection, enforcement, or foreclosure of ad valorem property taxes pursuant to Section 17D-4-201(6)(d), Utah Code, the Districts are hereby deemed to consent to the collection, enforcement, or foreclosure proceedings with regard to ad valorem property taxes of the Districts by the County in the same manner as other taxing entities within the County.

D. Maximum Debt Mill Levy Imposition Term.

Each Bond issued by the Districts shall mature within thirty-one (31) years from the date of issuance of such Bond. In addition, without the written consent of the County, no mill levy may be imposed by a District after a period exceeding forty (40) years from the year of the first imposition of a mill levy by such District (the “Maximum Debt Mill Levy Imposition Term”). In addition, unless otherwise agreed to in writing by the County, the authority of a District to impose any mill levy shall expire on January 1, 2048 if such District has not issued Debt prior to such date.

E. Debt Repayment Sources.

The Districts may impose a mill levy on Taxable Property within its boundaries, up to the Maximum Mill Levy, as a primary source of revenue for repayment of debt service. The Districts may also rely upon various other revenue sources authorized by law. At the Districts’ discretion, these may include the levy of ad valorem property taxes, the use of Tax Increment Revenue, the power to assess Assessments, and the power to impose Fees, penalties, and charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section IV.C(a), the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid, or which has been or will be dedicated to an Operating Entity on a non-reimbursable basis, or is presently obligated to pay through any combination of mill levy or Assessment. This provision shall not prohibit the division of costs between mill levies and Assessments, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the County as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the County of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the County in the event of default by the Districts in the payment of any such obligation.

H. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from Debt proceeds, property taxes, funds advanced by the Petitioner and other revenues. As described in Section IV.C(a), the Districts are authorized to use a portion of the Maximum Debt Mill Levy for the payment of their respective administrative expenses, provided that each District is not permitted to use amounts in any given fiscal year in excess of the lesser of (i) actual costs of such administrative expenses or (ii) the amount of \$50,000, provided that such amount may be increased by an additional 2% for each calendar year after 2024; provided that in the event of a claim by a third-party challenging (A) the creation or existence of a District; (B) such District's Debt; or (C) the District's ability to perform its obligations under any resolution, indenture, or other document relating to the District's Debt; such District may utilize the amount reasonably necessary to defend the District from such claim to the extent such amount exceeds the limit established in (i) and (ii).

IX. ANNUAL REPORT

A. General.

Each of the District shall be responsible for submitting an annual report to the County Manager's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2025.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

- (a) District office contact information, if changed;
- (b) Current year budget; and
- (c) Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute).

X. DISSOLUTION

Upon repayment of defeasance of the Debt of a District, such District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of a District occur until such District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation of each District, each Board shall record a notice with the recorder of Weber County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the County, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the Debt may be converted to General Obligation Debt and outlining the provisions relating to such conversion. Such notice shall further be filed with the County.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$500** for the duration of the District’s Bonds.”

- (3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

XII. ENFORCEMENT; GOVERNING LAW; NOTICES; INTERPRETATION.

A. Enforcement. In accordance with Section 17D-4-201(5) of the Utah Code, the County has imposed certain limitations on the powers of the District through this Governing Document. The County shall have the right to enforce any of the provisions, limitations or restrictions in this Governing Document against the District, through any and all legal or equitable means available to the County, including, but not limited to, injunctive relief, specific performance, and/or monetary damages.

B. Notices . All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Nordic Village Public Infrastructure District Nos. 1-3
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole
(801) 592-6132
bcole@gwccap.com

With a copy to:
Clyde Companies
730 North 1500 West
Orem, Utah 84057
Attn: Brandon Hale, General Counsel
(801) 270-6717
bhale@clydeinc.com

To the County: Weber County
Weber Center
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Office of Economic Development
Phone 801-399-8419

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

C. Governing Law and Venue. This Governing Document shall be governed and construed under the laws of the State of Utah

D. County Public Improvements Acceptance. The District shall approve the Interlocal Agreement with the County (constituting a Public Improvements Acceptance) in the form attached as **Exhibit D** at its first Board meeting after its organization. The County shall approve the Interlocal Agreement in the form attached as **Exhibit D** at or before the public meeting approving the Governing Document.

E. Parties Interested Herein. Nothing expressed or implied in this Governing Document is intended or shall be construed to confer upon, or to give to, any person other than the District and the County any right, remedy, or claim under or by reason of this Governing Document or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions,

and provisions in this Agreement by and on behalf of the Districts and the County shall be for the sole and exclusive benefit of the Districts and the County.

E. Severability. If any covenant, term, condition, or provision under this Governing Document shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

F. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

APPROVED AND EXECUTED as of the Effective Date.



Attest:

WEBER COUNTY, UTAH

By: *[Signature]*
Chair 11-19-2024

By: *[Signature]*
Clerk/Auditor

APPROVED AS TO FORM: *[Signature]*

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

Attest:

Clerk

APPROVED AS TO FORM: _____

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

Attest:

Clerk

APPROVED AS TO FORM: _____

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

Attest:

Clerk

APPROVED AS TO FORM: _____

EXHIBIT A

Legal Descriptions

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL NO. 22-023-0173 AND RUNNING THENCE:

NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02" (CHORD BEARS NORTH 49°40'33" WEST 188.28 FEET); 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57" (CHORD BEARS NORTH 22°40'35" WEST 176.64 FEET); 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17" (CHORD BEARS NORTH 16°42'43" WEST 200.99 FEET); 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A

POINT ON A 125.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 210.96 FEET; THENCE NORTH 00°32'31" EAST 1,035.18 FEET; THENCE SOUTH 75°14'48" WEST 1,521.33 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET TO THE POINT OF BEGINNING.

Containing 3,674,456 square feet or 84.35 acres, more or less.

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

A parcel of land located in the Southwest Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N0°38'43"E 583.80 FEET AND S89°21'17"E 25.00 FEET FROM THE SOUTHEAST CORNER OF PARCEL 220230024, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°38'43" EAST 100.00 FEET; THENCE SOUTH 89°21'17" EAST 100.00 FEET; THENCE SOUTH 00°38'43" WEST 100.00 FEET; THENCE NORTH 89°21'17" WEST 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3

A parcel of land located in the South Half of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N88°56'52"E 93.68 FEET AND N01°03'08"W 25.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°56'52"W 100.00 FEET; THENCE N01°03'08"W 100.00 FEET; THENCE N88°56'52"E 100.00 FEET; THENCE S01°03'08"E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

ANNEXATION AREA BOUNDARIES

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST

348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

The boundaries of the annexation area further consist of the entirety of the legal descriptions contained under "District No. 1", "District No. 2", and "District No. 3" above.

EXHIBIT B

Weber County Vicinity Map

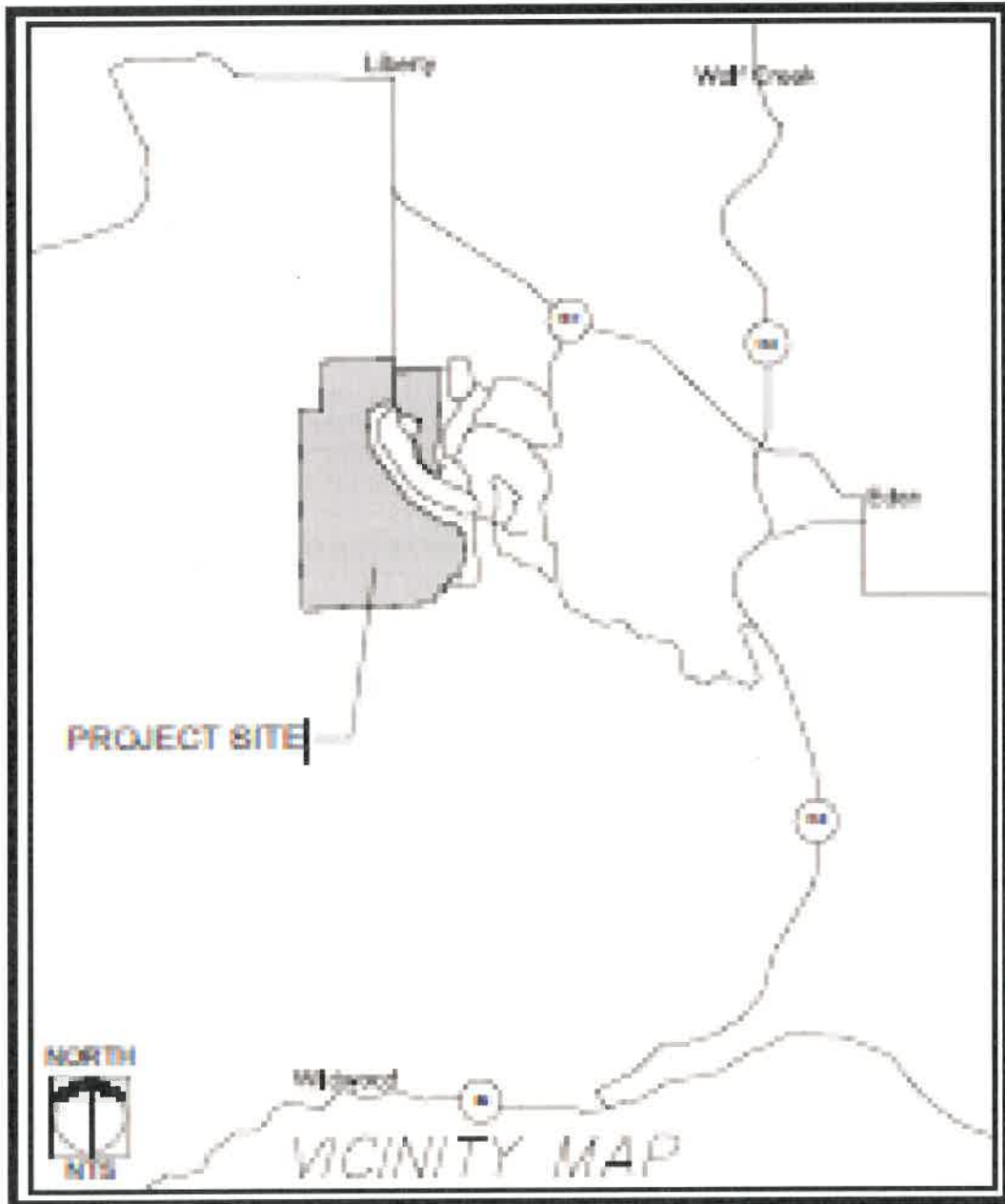


EXHIBIT D

Interlocal Agreement
(constituting Public Improvements Acceptance)

**INTERLOCAL AGREEMENT REGARDING ROADWAY
IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3**

THIS INTERLOCAL AGREEMENT REGARDING ROADWAY IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3 (the “**Agreement**”) is made this __ day of November, 2024 by and between Weber County, Utah, a body politic and political subdivision of the State of Utah (the “**County**”) and Nordic Village Public Infrastructure District Nos. 1, 2, and 3, each a political subdivision of the State of Utah (each a “**District**” and collectively, the “**Districts**”), with reference to the following facts:

WITNESSETH:

WHEREAS, the County will approve the creation of the Districts on or around November 20, 2024; and

WHEREAS, the Districts will sign this interlocal into effect at their first board meeting; and

WHEREAS, the Districts intend to provide for the development of a resort-oriented development in and around Nordic Valley Ski Resort with single and multi-family dwelling units, hotel rooms, commercial space, and resort amenities, including new ski lifts, trails, a tubing hill, an ice skating rink, a summer amphitheater, parks, and a pond with a boathouse, on approximately 512 acres of land (the “**Project**”), located at approximately 3567 East Nordic Valley Road in an unincorporated area of the County (the “**Project Area**”); and

WHEREAS, in connection with the Districts’ development and construction of the Project, the County requires that the Districts design and construct certain roadway improvements, including rights-of-way, curb, gutter, sidewalk, and streets, on or adjacent to the Project Area, as more particularly depicted on **Exhibit B** attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions pertaining to the Districts’ construction of the Improvements (defined below), as more particularly described herein. The terms and conditions set forth herein are expressly conditioned upon the Districts proceeding with the construction of the Project.

3. Improvements. The term “**Improvements**,” as used herein, means roadway

improvements, including their rights-of-way, curb, gutter, sidewalk, and streets, in the locations depicted on **Exhibit B** attached hereto. The Improvements shall be completed at the expense of the Districts in a good and workmanlike manner in accordance with this Section 3.

- A. Plans. Prior to commencing any construction or installation of the Improvements, the Districts and the County shall work together to design and approve plans and specifications for the Improvements (the “**Plans**”). To the extent the County requests any changes or modifications to the Plans following such approval, if the change results in an increase in the overall cost to design, construct and install the Improvements, the amount of such increase in cost shall be borne solely by the County. Notwithstanding anything herein to the contrary, the Improvements shall be in compliance with all laws and of a type and quality substantially similar to other improvements constructed, installed and/or owned by the County.
- B. Location of the Improvements. The Improvements shall be located approximately in the locations set forth on **Exhibit B**. However, the Districts reserve the right to modify the exact location of the Improvements if such modification is necessary or appropriate to facilitate the development of the Project Area and the construction of the Project. Such modification may include, by way of example but not by limitation, relocating one or more of the Improvements. To the extent any of the Improvements are located on land other than the Project Area, as described on **Exhibit A**, the Districts and the County shall use good faith efforts to facilitate access from property owners for the Districts and its contractors and agents to such property.
- C. Construction of the Improvements. Prior to the commencement of construction of the Improvements, the Districts and the County shall enter into an interlocal government agreement in form and substance reasonably acceptable to the parties. Thereafter, the Improvements shall be constructed in a good and workmanlike manner in accordance with such agreement and all applicable laws, rules and regulations. The County shall have a reasonable right of inspection during the construction of the Improvements.
- D. Completion of Improvements. Upon the Districts’ completion of construction of the Improvements, the Districts shall notify the County that the Improvements have been completed in accordance with this Agreement. The date of such notification shall be known as the “**Notification Date**.” The County shall have thirty (30) days (the “**Approval Date**”) from the Notification Date to notify the Districts of any deficiencies in the Improvements. If the County fails to notify the Districts within such thirty (30) day period, the County shall be deemed to have approved and accepted the Improvements and agreed that the Improvements substantially conform to this Agreement and the Plans agreed to by the Parties in accordance with Section 3.

4. Post-Construction Documents and Agreements. Within a reasonable period of time following the Approval Date, the Districts shall execute and deliver to the County one or more

of the following, as may be necessary or appropriate, in the Districts' reasonable discretion, to grant to the County perpetual access to and use of the Improvements: (a) a perpetual easement in favor of the County granting the County an easement and right of way for the maintenance, operation and repair of the Improvements; (b) a bill of sale conveying any portion of the Improvements constituting personal property to the County, and (c) any other document or agreement reasonably necessary or appropriate, in each case free and clear of all liens and encumbrances.

5. County's Obligation to Maintain Improvements. Following the Approval Date, the County shall be solely responsible, at its sole cost and expense, to maintain, repair and keep the Improvements in good operating condition and repair including, without limitation, the repair and replacement of the Improvements as may be necessary or appropriate. If and to the extent the County fails to do so, the Districts may, but shall not be obligated to, perform such maintenance and repair obligations, and the County shall, upon demand, reimburse the Districts for all costs and expenses incurred in connection therewith.

6. Assignment. This Agreement may be assigned by the Districts with the prior written consent of the County, so long as the assignee has the financial capability to perform the terms of this Agreement as determined by the Districts in their reasonable discretion. In the event the Districts desire to assign their rights and obligations herein, they shall so notify the County in writing, together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein. The Districts' pledging of part or all of the Project Area as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by the Districts.

7. Interlocal Cooperation Act. In accordance with the requirements of the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.* (the "**Cooperation Act**"), the Parties agree as follows:

- A. This Agreement shall be authorized by a resolution of the legislative body of each party to this Agreement (each, a "**Party**" and together, the "**Parties**"), pursuant to and in accordance with the provisions of Section 11-13- 202.5 of the Cooperation Act;
- B. The term of this agreement shall terminate on the earlier to occur of (1) the Approval Date following completion of all of the Improvements or (2) fifty (50) years from the date of execution hereof.
- C. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- D. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

E. The Chair of the County and the Chair of the District area hereby designated as the administrators to administer all joint or cooperative undertakings pursuant to Section 11-13-207 of the Cooperation Act.

8. Modifications. This Agreement shall not be amended or modified except by subsequent written agreement signed by the parties.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

11. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement.

12. Attorneys' Fees. If any legal action, arbitration or other proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

13. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and/or the Districts. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development. Further, the parties agree that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Project Area until the Districts have conveyed the Improvements to the County, at which time all rights and responsibilities (except for warranty obligations of the Districts as expressly set forth herein) for the Improvements shall be the County's. Except to the extent arising out of the Districts' gross negligence or willful misconduct, the County shall indemnify, defend and hold the Districts harmless from and against any and all losses, costs, claims and liabilities, including reasonable attorneys' fees and costs, arising out of or related to the Improvements following the Approval Date. Notwithstanding the foregoing, the Districts acknowledge and agree that the County is a governmental entity under the Governmental Immunity Act of Utah, and nothing in this Agreement shall be construed as a waiver of any protections, rights, or defenses applicable to the County under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgments.

14. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received

by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or E-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

To the Districts:

Nordic Village Public Infrastructure District Nos. 1-3
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole
(801) 592-6132
bcole@gwccap.com

With a copy to:

Clyde Companies
730 North 1500 West
Orem, Utah 84057
Attn: Brandon Hale, General Counsel
(801) 270-6717
bhale@clydeinc.com

To the County:

Weber County
Weber Center
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Office of Economic Development
Phone 801-399-8419

15. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

16. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

17. Dispute Resolution. If a dispute arises regarding this Agreement, the parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

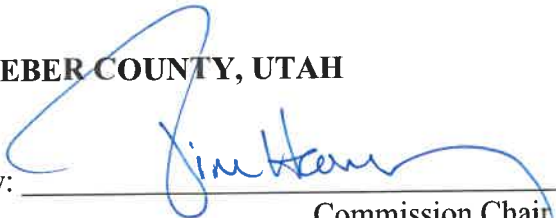
18. Survivability. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

19. Waiver. No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.

[Signatures on the following page]

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above in the opening paragraph.

WEBER COUNTY, UTAH

By: , Commission Chair *11-19-2024*

APPROVED AS TO FORM:

ATTEST:

By: , Clerk/Auditor

By: , Deputy Attorney



**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

By: _____
_____, Clerk/Secretary

By: _____
_____, District Counsel

EXHIBIT A

Project Area Description

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH

29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

EXHIBIT B

Anticipated Location of Improvements

**WEBER COUNTY, UTAH
2380 Washington Boulevard
Ogden, Utah 84401**

NOTICE OF PRELIMINARY INTENT TO OWN, OPERATE, AND MAINTAIN IMPROVEMENTS FINANCED BY NORDIC VILLAGE PID NOS 1-3

DATE: October 2, 2024

TO WHOM IT MAY CONCERN:

Please be advised that the Nordic Village Public Infrastructure District Nos. 1-3 (the "PIDs") have submitted a request to Weber County, Utah (the "County"), requesting the County own, operate, and maintain publicly dedicated roads and trails (collectively, the "Improvements") relating to the existing and future infrastructure improvements proposed in conjunction with the Nordic Village development, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the "Resort"). Improvement intended to be dedicated to the County are depicted on the attached Exhibit A and include:

- New section of approximately of Nordic Valley Way (3500 East) and a round-about at the intersection of Viking Drive and 3500 East
- Round-About at approximately 3300 North 3500 East
- Round About at approximately 330 North and Highway 162
- A regional multi-purpose trail connection from approximately Viking Drive and 3500 East intersection to Highway 162

The County agrees to own, operate, and maintain the Improvements, subject to the PIDs and/or the Resort's completion of the Improvements in compliance with the County's permitting requirements and construction in accordance with the standards and specifications of the County and payment of any applicable fees relating to the Improvements. The County acknowledges that nothing in this letter shall obligate the PIDs or the Resort to construct any Improvements for dedication to the County unless required by separate agreement with the County.

Sincerely,

Brook Cole

Brook Cole
Manager, Nordic Village Venture, LLC

Exhibit B
(Local Entity Plats)

EXHIBIT A

DISTRICT BOUNDARY AND ANNEXATION AREA MAP

District Boundaries

District No. 1

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL NO. 22-023-0173 AND RUNNING THENCE:

NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02" (CHORD BEARS NORTH 49°40'33" WEST 188.28 FEET); 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57" (CHORD BEARS NORTH 22°40'35" WEST 176.64 FEET); 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17" (CHORD BEARS NORTH 16°42'43" WEST 200.99 FEET); 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG

THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 210.96 FEET; THENCE NORTH 00°32'31" EAST 1,035.18 FEET; THENCE SOUTH 75°14'48" WEST 1,521.33 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,674,456 SQUARE FEET OR 84.35 ACRES, MORE OR LESS.

District No. 2

A parcel of land located in the Southwest Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N0°38'43"E 583.80 FEET AND S89°21'17"E 25.00 FEET FROM THE SOUTHEAST CORNER OF PARCEL 220230024, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°38'43" EAST 100.00 FEET; THENCE SOUTH 89°21'17" EAST 100.00 FEET; THENCE SOUTH 00°38'43" WEST 100.00 FEET; THENCE NORTH 89°21'17" WEST 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

District No. 3

A parcel of land located in the South Half of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Eden, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N88°56'52"E 93.68 FEET AND N01°03'08"W 25.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°56'52"W 100.00 FEET; THENCE N01°03'08"W 100.00 FEET; THENCE N88°56'52"E 100.00 FEET; THENCE S01°03'08"E 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

Annexation Area (inclusive of the District Boundaries)

Parcel Identification Numbers:

<u>Parcel ID</u>
22-029-0013
22-023-0088
22-029-0004
22-023-0059
22-023-0112
22-023-0113
22-023-0114
22-023-0124
22-023-0121
22-023-0125
22-023-0087
22-029-0016
22-023-0173
22-023-0172
22-023-0178
22-023-0060
22-029-0017
22-023-0177

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG

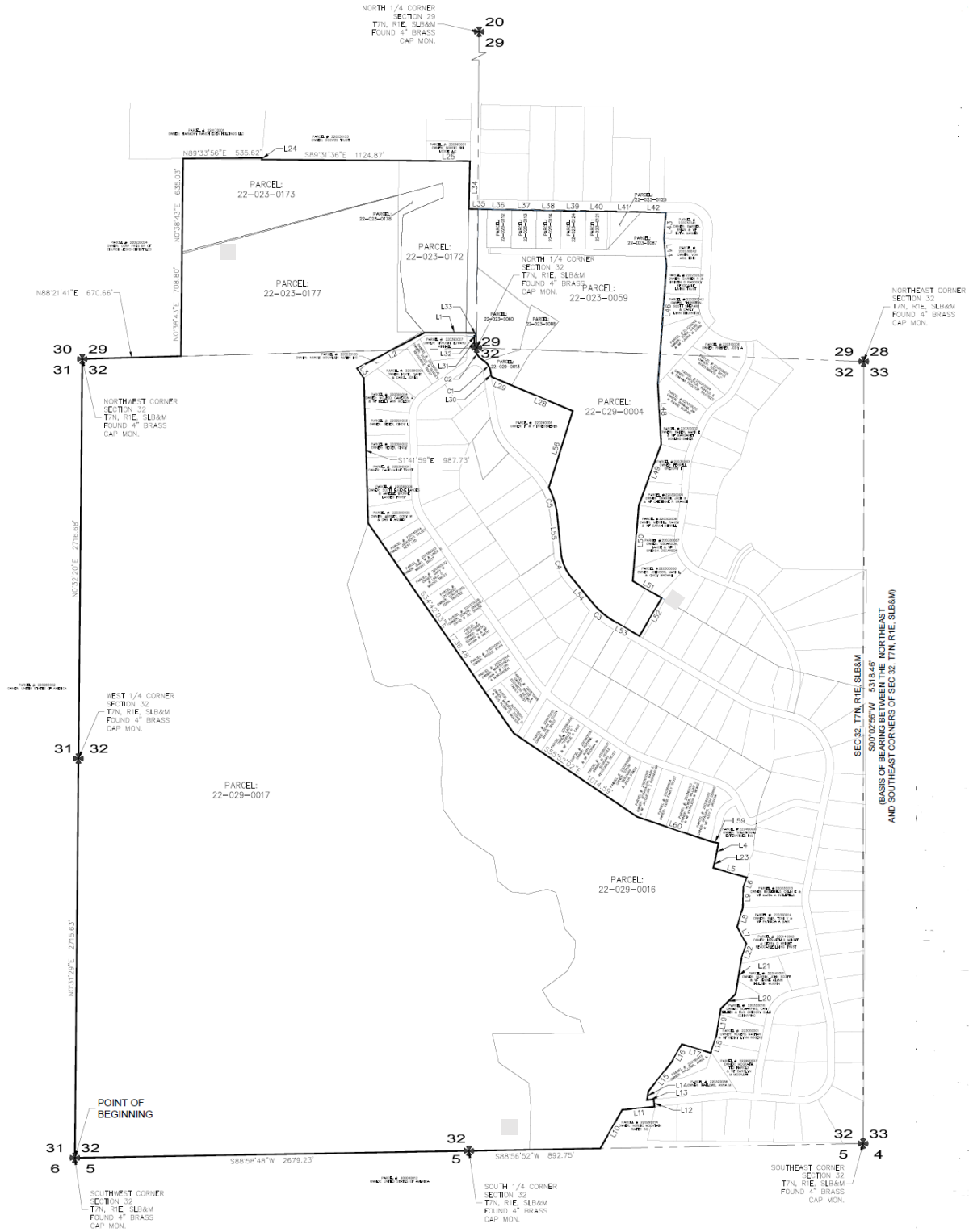
SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE

SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

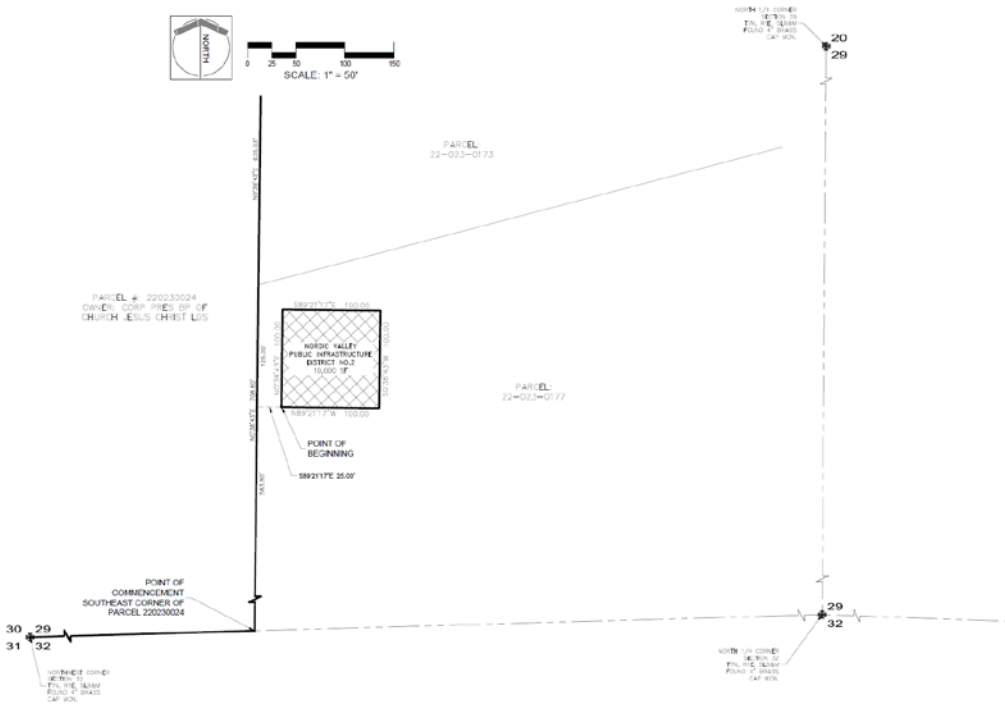
CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

Map of District Boundaries and Annexation Area

PID Annexation Area



**LOCAL ENTITY PLAT - NORDIC VILLAGE
PUBLIC INFRASTRUCTURE DISTRICT NO. 2**
A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTHWEST QUARTER OF SECTION 29
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2024



SURVEYOR'S CERTIFICATE

I, WILCO D. LAYTON, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10705885 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL BUSINESS AND LAND SURVEYING ACT. I FURTHER CERTIFY THAT BY A PORTION OF THE ORDERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT BY ACCORDANCE WITH SECTION 11-23-20 AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCED BOUNDARIES SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO REPEAL OR REESTABLISH THIS SURVEY AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREBY DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THE 17TH DAY OF OCTOBER 2024.



NARRATIVE

THE PURPOSE OF THIS PLAT IS TO RECONSTRUCT THE BOUNDARY SHOWN HEREON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VALLEY PUBLIC INFRASTRUCTURE DISTRICT NO. 2. THE BASE OF BEGINS FOR THIS PARCEL IS BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN NEARS SOUTH QUARTER MEET.

BOUNDARY DESCRIPTION

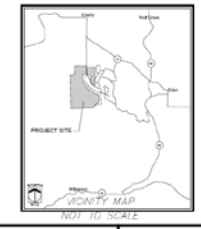
A parcel of land located in the Southwest Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Weber County, Utah more particularly described as follows:

BEGINNING AT A POINT WHICH IS N20°45'16" E 563.80 FEET AND S89°21'7" W 100.00 FEET FROM THE SOUTHWEST CORNER OF PARCEL 220230024, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°21'7" W 100.00 FEET, THENCE SOUTH 89°21'7" W 100.00 FEET, THENCE SOUTH 89°21'7" W 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

REFERENCED DOCUMENTS

1. DEED WARRANT, DEED ENTRY NO. 2075008 RECEIVED FEBRUARY 22, 2023.



LS
LAYTON SURVEYS LLC
Professional Land Surveying 827 S 500 W Suite 200
Weber County, UT 84003
Phone: 435-734-9888 Email: info@laytonsurveys.com

LEGEND

✚ SECTION CORNER AS NOTED

— BOUNDARY LINE

- - - SECTION LINE

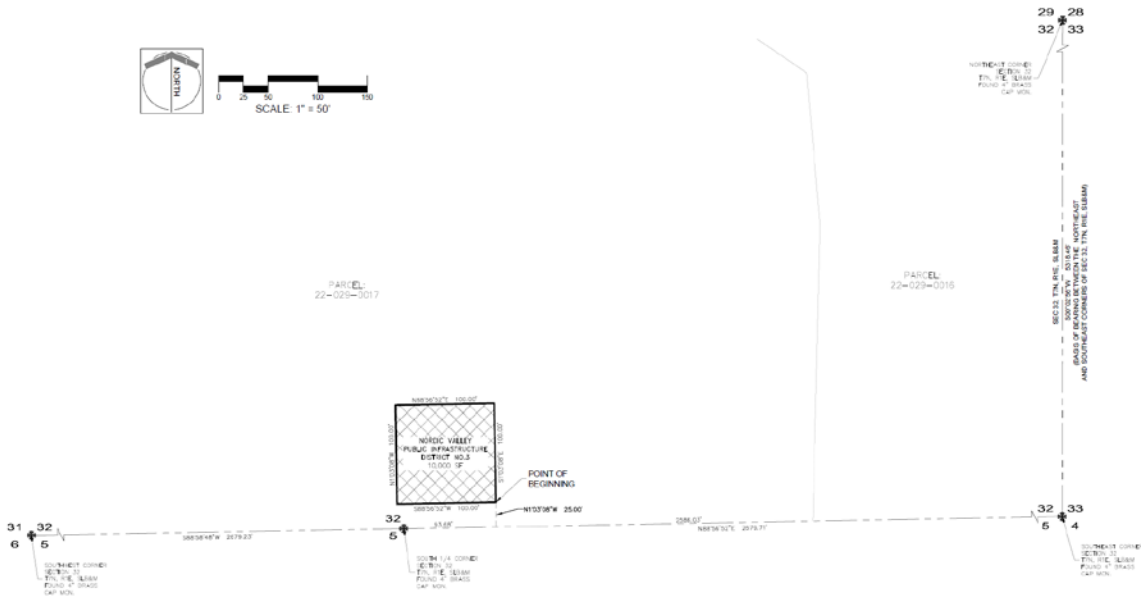
— PARCEL LINE

▨ PUBLIC INFRASTRUCTURE DISTRICT

<p>WEBER COUNTY SURVEYOR</p> <p>I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND HAS CONSENTED FOR APPROVAL BY THIS COUNTY. THIS PLAT HAS BEEN DATED BY THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT REPEAL THE LICENSED LAND SURVEYOR AND/OR LANDOWNER ASSOCIATED THEREWITH.</p> <p>SIGNED THIS _____ DAY OF _____, 20____</p> <p>WEBER COUNTY SURVEYOR _____</p>	<p>WEBER COUNTY COMMISSION</p> <p>THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.</p> <p>THIS _____ DAY OF _____, 20____</p> <p>SPERMAL WEBER COUNTY COMMISSION</p> <p>ATTEST _____</p> <p>TITLE _____</p>	<p>RECORDED</p> <p>STATE OF UTAH, COUNTY OF WEBER RECORDED AND FILED AT \$46</p> <p>REQUEST OF _____ ENTRY NO. _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FILE # _____</p> <p>WEBER COUNTY RECORDER _____</p>
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LOCAL ENTITY PLAT - NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3

A PARCEL OF LAND AT NORDIC VILLAGE SITUATED SOUTH HALF OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH
OCTOBER 2024



PARCEL # 220240312
OWNER: UNITED STATES OF AMERICA

LEGEND

- SECTION CORNER AS NOTED
- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- PUBLIC INFRASTRUCTURE DISTRICT

SURVEYOR'S CERTIFICATE

I, WEIBER D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 107058866 IN ACCORDANCE WITH TITLE 30, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 174-2-20(2) AND HAVE VERIFIED ALL MEASUREMENTS. THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS RECORDED AND ARE SUFFICIENT TO RETRAIL OR REESTABLISH THIS SURVEY, AND THAT THE INFORMATION SHOWN HEREBY IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THE 17TH DAY OF OCTOBER 2024.



WEIBER D. LONG, PLS 107058866

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO INCORPORATE THE BOUNDARY SHOWN HEREON AS A LOCAL ENTITY PLAT TO BE KNOWN AS NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3. THE BOUNDARY BETWEEN PARCELS SHOWN IS BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEARS SOUTH 05°07'45" WEST.

BOUNDARY DESCRIPTION

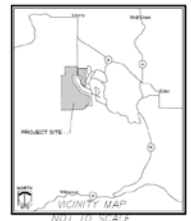
A parcel of land located in the South Half of Section 32, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Weber County, Utah more particularly described as follows:

BEING A PLAT HEREIN IS APPROXIMATE 33.68 FEET AND APPROXIMATE 20.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTHWEST 100.00 FEET, THENCE SOUTHWEST 100.00 FEET, THENCE NORTHEAST 100.00 FEET, THENCE SOUTHWEST 100.00 FEET TO THE POINT OF BEGINNING.

Containing 10,000 square feet or 0.23 acres, more or less.

REFERENCED DOCUMENTS:

1. 20 ANNUITY DEED ENTRY NO. 2073308 RECORDED FEBRUARY 21, 2022.



LAYTON SURVEYS LLC
Professional Land Surveying
837 S 500 W, Suite 200
West Jordan, UT 84084

WEBER COUNTY SURVEYOR	WEBER COUNTY COMMISSION	RECORDED
I, WEIBER D. LONG, DO HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONTAINS FOR APPROVAL BY THIS OFFICE. I HAVE BEEN SURVEYING THE JURISDICTION OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT MAKE THE LICENSED LAND SURVEYOR THE EXERCISE THIS PLAT FROM THE RESPONSIBILITIES AND/OR OBLIGATIONS ASSOCIATED THEREWITH. SIGNED THIS _____ DAY OF _____, 20____. WEIBER D. LONG, SURVEYOR	THIS PLAT IS APPROVED AS TO FORM BY THE COMMISSIONERS OF WEBER COUNTY, UTAH. THIS _____ DAY OF _____, 20____. ORDAINARY WEBER COUNTY COMMISSIONER ATTEST: _____ TITLE: _____	STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF: _____ ENTRY NO. _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____ FILE # _____ WEBER COUNTY RECORDER

**NORDIC VILLAGE INFRASTRUCTURE DISTRICT NOS.
1, 2, & 3
(each the "District")**

Trustee Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of the District pursuant to Utah Code §§ 17D-4-202 (9) and 67-16-7, -8, and -9. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the District and may be subject to disclosure to the public.

I, Brandon Henrie am a duly appointed
Trustee of the District.

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which may be subject to the regulation of the District, and within such business entities, I hold the following positions:

Business Entity Name: Position within Business Entity:

Nordic Village Venture, LLC Manager

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation" of the District. A business which has a relationship of any kind with the District may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the District. In the event there is a question about whether disclosure in a certain instance is required, the safest action is to disclose.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with the District:

Business Entity Name: Position within Business Entity:

Nordic Village Venture, LLC Manager

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties with the District:


Manager of Nordic Village Venture, LLC, which has
property ownership within the district.

*** OPTIONAL DISCLOSURES ***

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

N/A

DATED THIS 7 DAY OF October, 2024

Signed: 

Print Name: Brandon Henrie

Title: Manager, Nordic Village Venture, LLC

SWORN TO AND SUBSCRIBED BY ME THIS 7 DAY OF Oct., 2024




NOTARY PUBLIC

**NORDIC VILLAGE INFRASTRUCTURE DISTRICT NOS.
1, 2, & 3
(each the "District")**

Trustee Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of the District pursuant to Utah Code §§ 17D-4-202 (9) and 67-16-7, -8, and -9. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the District and may be subject to disclosure to the public.

I, Brook Cole am a duly appointed

Trustee of the District.

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which may be subject to the regulation of the District, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

Nordic Village Venture, LLC

Manager

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation" of the District. A business which has a relationship of any kind with the District may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the District. In the event there is a question about whether disclosure in a certain instance is required, the safest action is to disclose.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with the District:

Business Entity Name:

Position within Business Entity:

Nordic Village Venture, LLC

Manager

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties with the District:

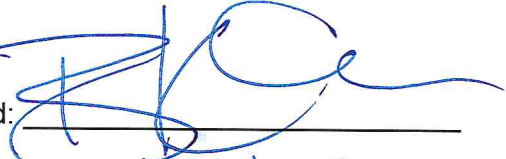
Manager of Nordic Village Venture, LLC, which has
property ownership within the district.

*** OPTIONAL DISCLOSURES ***

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

N/A

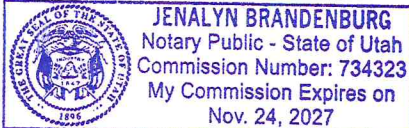
DATED THIS 7 DAY OF October, 2024

Signed: 

Print Name: Brock Cole

Title: MANAGER, NORDIC VILLAGE VENTURE, LLC

SWORN TO AND SUBSCRIBED BY ME THIS 7 DAY OF OCT., 2024



Jenalyn Brandenburg
NOTARY PUBLIC

NORDIC VILLAGE INFRASTRUCTURE DISTRICT NOS.
1, 2, & 3
(each the "District")

Trustee Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of the District pursuant to Utah Code §§ 17D-4-202 (9) and 67-16-7, -8, and -9. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the District and may be subject to disclosure to the public.

I, LAURENT P JOUFFRAY am a duly appointed
Trustee of the District.

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which may be subject to the regulation of the District, and within such business entities, I hold the following positions:

Business Entity Name: Position within Business Entity:

SKYLINE MOUNTAIN BASE LLC OWNER & CFO

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation" of the District. A business which has a relationship of any kind with the District may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the District. In the event there is a question about whether disclosure in a certain instance is required, the safest action is to disclose.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with the District:

Business Entity Name: Position within Business Entity:

SKYLINE MTN BASE LLC CFO / OWNER

(80% OWNER OF NORDIC VILLAGE VENTURE)

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties with the District:

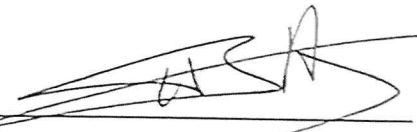
INDIRECT OWNERSHIP IN NORDIC VILLAGE VENTURES LLC,
WHICH HAS PROPERTY OWNERSHIP WITHIN THE DISTRICT

*** OPTIONAL DISCLOSURES ***

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

NA

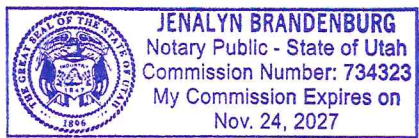
DATED THIS 7 DAY OF OCTOBER 2024

Signed: 

Print Name: LAURENT PROUFFRAY

Title: CFO/OWNER SKYLINE MOUNTAIN BASE LLC

SWORN TO AND SUBSCRIBED BY ME THIS 7 DAY OF Oct., 2024



Jenalyn Brandenburg
NOTARY PUBLIC